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

In re:	)	
	)	Chapter 15
GRUPO ANTOLIN-IRAUSA, S.A.U., ¹	)	
	)	Case No. 26-11679 (SAB)
Debtors in a Foreign Proceeding.	)	(Jointly Administered)
	)	

**MOTION FOR ENTRY OF
AN ORDER (I) ENFORCING THE PROVISIONAL RELIEF
ORDER, (II) DIRECTING THE AD HOC GROUP TO CEASE ALL VIOLATIONS
OF THE PROVISIONAL RELIEF ORDER, AND (III) GRANTING RELATED RELIEF**

Cristina Blanco Santo Tomás (the “Foreign Representative”), in her capacity as the authorized foreign representative of the above-captioned debtors (collectively, the “Debtors”), each of which is a party to a foreign proceeding in Spain (the “Spanish Proceeding”) before the *Sección de lo Mercantil del Tribunal de Instancia de Burgos, Plaza número 1* (the “Spanish Court”), states the following in support of this motion (this “Motion”):²

¹ A complete list of each of the Debtors in these chapter 15 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Antolin>. The location of Debtor Grupo Antolin-Irausa, S.A.U.’s corporate headquarters and the Debtors’ service address in these chapter 15 cases is C/Vitoria número 307 / Burgos / 09007 / Spain.

² A detailed description of the Debtors and their businesses and the facts and circumstances supporting the Debtors’ chapter 15 cases are set forth in greater detail in the *Declaration of Cristina Blanco Santo Tomás Pursuant to 11 U.S.C. § 1515 and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure and in Support of the Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* (the “Declaration of the Foreign Representative”)

Preliminary Statement

1. By this motion, the Foreign Representative requests that the U.S. Bankruptcy Court affirm that the Provisional Relief Order bars enforcement actions taken with respect to the Debtors' U.S. property, including actions taken with respect to the Existing Notes, and if the relief provided therein does not bar such actions, extend the automatic stay to any enforcement actions taken with respect to the Debtors' U.S. property, including actions taken with respect to the Existing Notes. The relief requested is an unfortunate result of the Ad Hoc Group's continued unlawful actions with respect to the Debtors' U.S. property.

2. The Ad Hoc Group is a classic holdout employing every tactic it can to disrupt the Debtors' restructuring process and stand in the way of a value-maximizing restructuring plan. The Ad Hoc Group's strategy has been to air grievances—purportedly that it has been “cut out” of the negotiation process—and run up costs rather than addressing the merits of any arguments or remedies. As but one example of its tactics, the Ad Hoc Group stood in front of the U.S. Bankruptcy Court complaining about the Spanish Restructuring Plan but not objecting to the Provisional Relief that the Debtors were seeking, while *simultaneously* serving Winding-Up Petitions (defined below) in the U.K. that run afoul of the Provisional Relief that the U.S. Bankruptcy Court ordered.³

3. The Ad Hoc Group's continued violations of *two* court orders—the Provisional Relief Order and the Homologation Acceptance Order—leaves the Foreign Representative with no choice but to once again seek relief from the U.S. Bankruptcy Court to put an end to these illegal actions and prevent immediate and irreparable harm to the Debtors' restructuring process. The Ad Hoc

[Docket No. 3]. Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the Declaration of the Foreign Representative and the Motion for Provisional Relief, as applicable.

³ The Ad Hoc Group failed to mention the filing of the Winding-Up Petitions to the U.S. Bankruptcy Court at the July 22, 2026, first day hearing because it does not align with the narrative that the Ad Hoc Group are not holdout creditors “seeking to stand in the way of what is otherwise a value-maximizing restructuring.” Hr'g Tr. 53:17-24.

Group is doing everything it can to upend the chapter 15 process in a procedural gambit to gain an edge. This is offensive not only to the chapter 15 and Spanish restructuring process but to this U.S. Bankruptcy Court and the Bankruptcy Code.

4. Specifically, on July 21, 2026, less than a day before the first day hearing, the Ad Hoc Group filed (but did not serve) winding-up petitions (the “Winding-Up Petitions”) against Debtors Grupo Antolin Leamington Ltd. (“Leamington”) and Grupo Antolin UK Ltd (“Antolin UK”) in England, followed by Antolin Interiors UK Ltd. (“Interiors UK” and together with Leamington and Antolin UK, the “UK Debtors”) on July 23, 2026. The Winding-Up Petitions specifically state, “an Event of Default had occurred under section 6.01(x)(A) of the Indenture” and “the Company failed to satisfy payment demand and have not paid any part of the sum immediately due and payable under the SSNs” as the basis for the filings.⁴ There is no dispute that the Winding-Up Petitions were filed due to an alleged default and acceleration of the Existing Notes, which are subject to U.S. law and the purview of the U.S. Bankruptcy Court.

5. The Ad Hoc Group then proceeded to serve the Winding-Up Petitions on July 23, 2026, *after* the Provisional Relief was in effect and in clear violation of the Provisional Relief Order. The language in the Provisional Relief Order is clear: section 362 of the Bankruptcy Code applies with respect to the Debtors and the Debtors’ property that is within the territorial jurisdiction of the United States. Despite this, the Ad Hoc Group filed, and is continuing to pursue, the Winding-Up Petitions, which were filed on account of the Debtors’ property within the United States. The Debtors’ rights under the Existing Notes (and the guarantees supporting them) are undoubtedly property of the Debtors in the United States—each of which holders of the Existing Notes, including members of the Ad Hoc Group, negotiated and agreed to. Any action to enforce remedies against

⁴ Copies of the Winding-Up Petitions are filed as **Exhibit B** attached hereto.

the Existing Notes, no matter where filed, directly interferes with Debtors' property rights under U.S.-governed debt documents and the administration of these chapter 15 cases. Allowing the Ad Hoc Group to proceed with the Winding-Up Petitions or take any other actions extraterritorially on account of the Existing Notes, notwithstanding an order by the U.S. Bankruptcy Court that explicitly protects the Debtors' U.S. property, would mean any party can evade the stay simply by initiating actions in a foreign jurisdiction under the guise that proceedings in a foreign jurisdictions do not affect property rights within the United States. That is not the law.

6. The Ad Hoc Group's only excuse for its scorched-earth approach is its belief that the Provisional Relief Order has no bearing on their actions. Wrong. While paragraph 6 of the Provisional Relief Order notes that it does not apply to property located outside of the territorial jurisdiction of the United States, the Debtors' contractual rights under the Existing Notes are property deemed to be located within the territorial jurisdiction of the United States under section 1502(8) of the Bankruptcy Code. Paragraph 6 of the Provisional Relief Order therefore has no application with respect to the Winding-Up Petitions as it is meant to preserve a creditor's ability to pursue actions with respect to property genuinely situated outside the United States, not actions—wherever filed—that target property the Bankruptcy Code deems to be located within the United States. Allowing an end-run around principles of jurisdiction and property rights is certainly not in the interest of justice, as the Ad Hoc Group would have the U.S. Bankruptcy Court believe.

7. In any event, to the extent that the U.S. Bankruptcy Court does not find that the Provisional Relief Order bars these actions and continued enforcement, the stay should be extended to enjoin such actions. The Winding-Up Petitions and any other similar actions perpetuated by the Ad Hoc Group have and will continue to have severe adverse consequences for the Debtors' business and undermine their ability to implement the Spanish Restructuring Plan to the detriment of other

creditors and stakeholders. While the Spanish Restructuring Plan enables the Debtors to continue operating as a going concern, if the Winding-Up Petitions continue, the UK Debtors may be liquidated, derailing the Spanish Restructuring Plan and resulting in serious disruptions to the Debtors' centralized business operations, employees, suppliers, and customers.

8. As further detailed in the Blanco Declaration, the Debtors are already facing harmful repercussions as a result of the Ad Hoc Group's filing of the Winding-Up Petitions. Immediately after the Winding-Up Petitions were filed, several of the Debtors' suppliers notified the Debtors that they were suspending services on account of the Winding-Up Petitions. The Debtors must now defend against the Winding-Up Petitions, depleting estate resources and distracting the Company from the current reorganization process. The Ad Hoc Group should not be rewarded for violating the Provisional Relief Order and the Homologation Acceptance Order at the expense of other creditors who have respected the Spanish and U.S. processes.

9. Absent the relief requested herein, the Ad Hoc Group will continue to escalate their threats and create nuisance value in these cases. To date the Ad Hoc Group has filed: (a) a claim form in the United Kingdom, (b) Winding-Up Petitions in the United Kingdom, and (c) a motion to dismiss or transfer venue over certain of these chapter 15 cases; each premised on a default under the Existing Notes.⁵ The Ad Hoc Group's goal is to bring value-destructive litigation across multiple

⁵ Prior to filing this motion, the Foreign Representative was made aware of threats by the Ad Hoc Group to file similar insolvency petitions in Germany. As of the date hereof, the Company has not been served with such petitions.

jurisdictions and will spare no cost in doing so. For all these reasons and as set forth below, the U.S. Bankruptcy Court should grant the Order.

Relief Requested

10. The Foreign Representative seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (a) affirming that the Provisional Relief Order restricts any enforcement actions against the Debtors’ U.S. property, and if the relief granted does not restrict such actions, an extension of the automatic stay to any enforcement actions taken with respect to the Debtors’ U.S. property, including the Existing Notes; (b) directing the Ad Hoc Group to immediately withdraw the Winding-Up Petitions and refrain from any future actions, whether in the United States or elsewhere, that interfere with, or are based on, the Debtors’ U.S. property, including the Existing Notes and guarantees thereunder; and (c) granting such other relief as the U.S. Bankruptcy Court deems appropriate.

Jurisdiction and Venue

11. The United States Bankruptcy Court for the Southern District of New York (the “U.S. Bankruptcy Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The Foreign Representative confirms her consent to the entry of a final order by the U.S. Bankruptcy Court in connection with this Motion to the extent that it is later determined that the U.S. Bankruptcy Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

12. Venue is proper pursuant to 28 U.S.C. § 1410(1) or (3).

13. The bases for the relief requested herein are sections 105(a), 362(a), 1507, and 1519, of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 9013

and 9014 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), and rule 9013-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”).

Background

I. The Spanish Proceeding and the Spanish Stay.

14. As more fully described in the Declaration of the Foreign Representative, the Declaration of Foreign Counsel, and the Verified Petition, on July 10, 2026, the Debtors commenced the Spanish Proceeding by filing the Homologation Application with the Spanish Court. The Homologation Application seeks approval of the Spanish Restructuring Plan, which provides for a comprehensive restructuring of the Debtors’ Affected Debt by extending maturities, modifying applicable debt terms, securing a long-term working capital facility of up to €220 million, and preserving the Debtors’ business as a going concern. On July 17, 2026, the Spanish Court issued an order admitting the Homologation Application for processing (the “Homologation Acceptance Order”) and a stay became effective automatically under Spanish law.⁶ The Homologation Acceptance Order included a prohibition on initiating enforcement proceedings against the Debtors and the suspension of any such proceedings already initiated, effective until the homologation of the Spanish Restructuring Plan is decided and resolved, as well as the disapplication of acceleration and termination rights.

II. The Chapter 15 Cases and the Provisional Relief Order.

15. On July 20, 2026 (the “Petition Date”), the Foreign Representative filed voluntary petitions for relief under chapter 15 of the Bankruptcy Code in the U.S. Bankruptcy Court. Faced with an immediate and concrete risk that the Ad Hoc Group, or other creditors, would exercise

⁶ On July 23, 2026, the Spanish Court issued a clarification order, indicating that all the COMI of all the Debtors is in Burgos, Spain.

remedies, commence litigation, and/or take other harmful actions to interfere with the Spanish Proceeding and the Spanish Restructuring Plan, the Debtors filed the *Motion for Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code* (the “Motion for Provisional Relief”) [Docket No. 5], seeking the immediate application of the automatic stay with respect to the Debtors and their property within the territorial jurisdiction of the United States. On July 22, 2026, the U.S. Bankruptcy Court entered the *Order Granting Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code* (the “Provisional Relief Order”), granting, among other things, provisional relief pursuant to section 1519 of the Bankruptcy Code and applying section 362 of the Bankruptcy Code with respect to the Debtors and the Debtors’ property that is within the territorial jurisdiction of the United States.

III. The Existing Notes Indentures and Nexus to the United States.

16. The Debtors’ capital structure includes two series of senior secured notes issued by Debtor Antolin-Irausa: (a) €390 million aggregate principal amount of 3.50 percent senior secured notes due April 30, 2028 (the “2028 Notes”) pursuant to an indenture, dated as of June 29, 2021 (the “2028 Notes Indenture”) and (b) €250 million aggregate principal amount of 10.375 percent senior secured notes due January 30, 2030 (the “2030 Notes” and, together with the 2028 Notes, the “Existing Notes”) pursuant to an indenture, dated as of July 31, 2024 (the “2030 Notes Indenture” and, together with the 2028 Notes Indenture, the “Existing Notes Indentures”). The Existing Notes Indentures expressly provide that the “[Existing Notes] Indenture[s], the [Existing] Note[s] and the Note Guarantees (as defined therein) are governed by and construed in accordance with the laws of the state of New York.” *See* 2028 Notes Indenture § 12.07; 2030 Notes Indenture § 12.07. The Existing Notes Indentures also include New York forum selection clauses: “[t]he Company and each Guarantor (as defined therein). . . agree that any suit, action, or proceeding against the Company or any Guarantor brought by any Holder or the Trustee (each as defined therein) arising

out of or based upon [the Existing Notes] Indenture[s], the Note Guarantees or the [Existing] Notes may be instituted in an state or Federal court in the Borough of Manhattan, New York, New York.”
See 2028 Notes Indenture § 12.05; 2030 Notes Indenture § 12.05.

17. The relative rights of holders of the Affected Debt, including the Existing Notes, along with the Existing Syndicated Facilities Agreement, the Existing ICO Facilities Agreement, and the Existing EIB Financing Agreements (each as defined in the Verified Petition), are governed pursuant to an intercreditor agreement, dated as of March 21, 2014 (as amended, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”). The Intercreditor Agreement provides that “[t]his [Intercreditor] Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.” *See* Intercreditor Agreement § 26.

IV. The Winding-Up Petitions and Stay Violation.

18. On July 21, 2026, the Ad Hoc Group filed the Winding-Up Petitions in the United Kingdom against Debtors Leamington and Antolin UK. The Company was not on notice of the Winding-Up Petitions and had not accepted service as of the July 22, 2026 first day hearing. On July 23, 2026, following the entry of the Provisional Relief Order, the Ad Hoc Group also filed Winding-Up Petitions against Debtor Interiors UK, and subsequently served the Winding-Up Petitions on the Debtors.

19. The Ad Hoc Group filed the Winding-Up Petitions on account of the alleged event of default declared under the Existing Notes. Specifically, on the Petition Date, the Ad Hoc Group sent a demand letter (the “Demand Letter”) to counsel to Foreign Representative, declaring an event of default and acceleration on account of the filing of the Homologation Application, asserting that the automatic acceleration provisions in the Existing Notes Indentures were triggered, and demanding full repayment of the amount outstanding under the Existing Notes. However, the Homologation Acceptance Order clearly provides that “any contractual clauses (including those

contained in the affected contracts and the [Intercreditor Agreement]). . . providing for the acceleration, termination, or extinguishment of the obligations or contracts shall be deemed not to have been included.” Homologation Acceptance Order, ¶ B. Notwithstanding the fact that acceleration and termination rights were deemed disappplied pursuant to the Homologation Acceptance Order, the Ad Hoc Group persisted in filing the Winding-Up Petitions as an exercise of remedies pursuant to an alleged event of default under the Existing Notes, which are governed by New York law and include New York forum selection clauses.

V. The Winding-Up Petitions Impact on the Company’s Business Operations.

20. As discussed in more detail in the Blanco Declaration,⁷ the Company operates internationally through an integrated business model centralized in Burgos, Spain, under which strategic, commercial, and operational decision-making authority for the entire corporate group, including subsidiaries organized outside of Spain, is coordinated through lead Debtor Antolin-Irausa. The UK Debtors targeted by the Winding-Up Petitions—Interiors UK, Leamington, and Antolin UK—are integral parts of the Company’s centralized and business model and global supply chain. Interiors UK is a production plant within the Company’s doors, integrated products, instrument panels, central consoles, and coatings business unit. Leamington is a production plant within the Company’s headliners business unit. Lastly, Antolin UK is one of only three technical-commercial offices of the Debtors, providing crucial commercial, technical, innovation, and corporate support services on behalf of Antolin-Irausa.

21. Almost immediately after the Ad Hoc Group filed the Winding-Up Petitions against the UK Debtors, the Company began receiving inquiries and adverse actions from commercial

⁷ The “Blanco Declaration” means the *Declaration of Cristina Blanco Santo Tomás in Support of the Motion for Entry of an Order (I) Enforcing the Provisional Relief Order, (II) Directing the Ad Hoc Group to Cease All Violations of the Provisional Relief Order, and (III) Granting Related Relief*, contemporaneously filed herewith.

counterparties reacting to the Winding-Up Petitions. Several parties have notified the Debtors that they are suspending services or refusing to enter into new contracts with the Debtors as a result of the Winding-Up Petitions. The fact that the Ad Hoc Group's Winding-Up Petitions are already causing suppliers and vendors to suspend accounts and delay contracts on an emergency basis demonstrates the acute and mounting harm to Company's business, reputation, and supplier relationships. Since the UK Debtors are woven into the Company's integrated business model, any disruption to their operations, corporate existence, or commercial relationships, including through the Winding-Up Petitions, will cascade throughout the Company's global production network and undermine the orderly restructuring that the Spanish Proceeding and these chapter 15 cases are designed to facilitate.

Basis for Relief

I. The Ad Hoc Group's Filing of the Winding-Up Petitions Violates the Provisional Relief Order.

22. The Provisional Relief Order provides that "section 362 of the Bankruptcy Code shall apply with respect to the Debtors and the Debtors' property that is within the territorial jurisdiction of the United States." *See* Provisional Relief Order ¶ 4(b)(i). The Provisional Relief Order provides a nonexhaustive list of actions that are stayed, each of which is similar to sections 362(a)(1), 362(a)(3), and 362(a)(6) of the Bankruptcy Code, including, among others:

- a. the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding involving the Debtors or their assets;
- b. any act to "exercise any control over the Debtors' assets located in the United States except as authorized by the Debtors in writing;
- c. any act to collect, assess, or recover a claim against the Debtors that arose before the commencement of these chapter 15 cases.

23. Importantly, the stay granted under the Provisional Relief Order applies with respect to the Debtors and the Debtors' property that is "within the territorial jurisdiction of the United States." See Provisional Relief Order ¶ 4(b)(i). Section 1502(8) of the Bankruptcy Code defines "within the territorial jurisdiction of the United States" to mean "when used with reference to property of a debtor . . . tangible property located within the territory of the United States and *intangible* property deemed under applicable nonbankruptcy law to be located within that territory." 11 U.S.C. § 1502(8) (emphasis added).

24. "A debtor's contract rights are intangible property of the debtor." See *In re Berau Cap. Res. Pte Ltd*, 540 B.R. 80 (Bankr. S.D.N.Y. 2015); *U.S. Bank N.A. v. Am. Airlines, Inc. (In re AMR Corp.)*, 485 B.R. 279, 295 (Bankr. S.D.N.Y. 2013), *aff'd*, 730 F.3d 88 (2d Cir. 2013). Such property rights are generally deemed to be located in the territory of the governing law of the contract. *In re Ocean Rig UDW Inc.*, 570 B.R. 687, 699-700 (Bankr. S.D.N.Y. 2017) (stating that property rights can be and typically are tied to the location of the governing law of the contract); see also *In re Berau Cap. Res.*, 540 B.R. at 84 (finding that the New York Legislature had adopted several laws that clearly make New York a situs of the indenture governed by New York law and subject to a New York forum selection clause).

25. Specifically, courts have held that intangible contract rights established by indentures governed by New York law and subject to New York forum selection clauses constitute property in the United States of a kind sufficient to satisfy the "property in the United States" requirement of section 109(a) of the Bankruptcy Code. See *In re Berau Cap. Res.*, 540 B.R. at 84 (holding that an indenture containing both a New York choice of law and New York forum selection clause constitutes property in the United States); *In re Ocean Rig UDW*, 570 B.R. at 699-700 ("[D]ebt subject to a New York governing law clause and a New York forum selection clause constitutes

property in the United States.”); *In re PT Bakrie Telecom Tbk*, 601 B.R. 707, 714-16 (Bankr. S.D.N.Y. 2019) (“An indenture subject to New York governing law and containing New York forum selection clauses constitutes property in the United States.”).

26. The Provisional Relief Order expressly prohibits any actions against the Debtors or their property—whether tangible or intangible—that is located, or deemed to be located, within the territorial jurisdiction of the United States, regardless of what jurisdiction the action is brought in. Here, the Debtors’ contractual rights under the Existing Notes Indentures are undisputably intangible property of the Debtors. Further, the Existing Notes Indentures are governed by New York law and include a New York forum selection clause, which are sufficient to constitute property in the United States, and specifically New York, as the territory where such property rights are deemed to be located. Therefore, the Debtors’ contractual rights under the Existing Notes are clearly property “within the territorial jurisdiction of the United States” within the meaning of section 1502(8) of the Bankruptcy Code and the Provisional Relief Order, and any action taken against such rights is in violation of the Provisional Relief Order.

27. Moreover, nothing in the Provisional Relief Order prevents the automatic stay from applying to actions or proceedings outside of the United States that involve the Debtors’ property that is located, or deemed to be located, in the United States. Indeed, such a result would undermine the very purpose of the automatic stay, which is to protect the debtor “from the pressure and harassment of creditors seeking to collect their claims . . . [and to] provide[] breathing space to permit the debtor to focus on rehabilitation or reorganization.” 3 Collier on Bankr. ¶ 362.03 (16th ed., 2026); *see also* H.R. Rep. No. 95-595, at 340 (1977) (noting that the stay “gives the debtor a breathing spell from his creditors”). If creditors were able to easily bypass the automatic stay by seeking to enforce remedies under a U.S.-law governed contract in a foreign jurisdiction, then the

automatic stay regarding the Debtors' property would be of no effect, and chapter 15 of the Bankruptcy Code would be useless in a company's endeavor to rehabilitate itself pursuant to duly enacted insolvency laws for foreign countries.

28. The Ad Hoc Group has done precisely what the Provisional Relief Order expressly prevents—initiating and continuing action against the Debtors' property that is located within the territorial jurisdiction of the United States. While the Ad Hoc Group tried to get around the Provisional Relief Order by initiating the Winding-Up Petitions in the United Kingdom, these actions were an exercise of remedies on account of an alleged prepetition event of default (*i.e.*, filing of the Homologation Application on July 10, 2026) arising under the Existing Notes Indentures. Such actions directly interfere with the Debtors' contractual rights under the Existing Notes Indentures and are actions taken against the Debtors' property rights included in the Existing Notes Indentures. Therefore, the Ad Hoc Group's filing of the Winding-Up Petitions and refusal to withdraw them is a direct violation of the Provisional Relief Order and sections 362(a)(1), 362(a)(3), and 362(a)(6) of the Bankruptcy Code.⁸

29. Accordingly, the U.S. Bankruptcy Court should affirm that the relief set forth in the Provisional Relief Order prohibited the filing of the Winding-Up Petitions and any other actions taken against the Debtors' tangible or intangible property in the United States, including their rights under the Existing Notes, and direct the Ad Hoc Group to withdraw them immediately.

⁸ The Ad Hoc Group cannot claim a defense that certain of the Winding-Up Petitions were filed before entry of the Provisional Relief Order. Section 362(a)(1) of the Bankruptcy Code and the Provisional Relief Order stays not only the "commencement" but also the "continuation" of an action against the Debtors or their property. *See* 11 U.S.C. § 362(a)(1); Provisional Relief Order ¶ 4(b)(i). The Ad Hoc Group's continued prosecution of the Winding-Up Petitions after entry of the Provisional Relief Order, and its refusal to withdraw them independently violates the automatic stay regardless of when the Winding-Up Petitions were first filed or served.

II. Extending the Automatic Stay to Any Enforcement Actions Taken with Respect to the Debtors' U.S. Property is Appropriate Under Sections 105(a) and 1519 of the Bankruptcy Code.

30. The Foreign Representative believes the relief granted in the Provisional Relief Order already restricts actions that interfere with the Debtors' U.S. property. However, for the reasons set forth herein and in the Motion for Provisional Relief, if the relief granted under the Provisional Relief Order does not restrict such actions, an extension of the automatic stay to any enforcement actions taken with respect to the Debtors' U.S. property, including the Existing Notes, is appropriate under section 105(a) and section 1519(a) of the Bankruptcy Code to ensure that the Debtors do not suffer irreparable harm that the Provisional Relief Order was meant to prevent.

31. Section 1519 of the Bankruptcy Code permits the U.S. Bankruptcy Court “[f]rom the time of filing a petition for recognition until [it] rules on the petition” to grant provisional relief pending recognition of the foreign proceeding where such relief is “urgently needed to protect the assets of the debtor or the interests of the creditors.”. Section 105(a) of the Bankruptcy Court empowers the U.S. Bankruptcy Court to “issue any order, process, or judgment that is necessary and appropriate to carry out the provisions of” the Bankruptcy Code. 11 U.S.C. § 1519(a).

32. Section 1519(a)(1)–(3) of the Bankruptcy Code defines the non-exhaustive scope of available provisional relief, which includes:

- a. staying execution against the debtor's assets;
- b. entrusting the administration or realization of all or part of the debtor's assets located in the United States to the foreign representative or another person authorized by the court, including an examiner, in order to protect and preserve the value of assets that, by their nature or because of other circumstances, are perishable, susceptible to devaluation or otherwise in jeopardy; and
- c. any relief referred to in paragraph (3), (4), or (7) of section 1521(a) [of the Bankruptcy Code].

33. Notably, section 1519(a) of the Bankruptcy Code uses the word “including,” meaning that the list of relief included in sections 1519(a)(1)–(3) of the Bankruptcy Code is simply an example of relief that may be granted in connection with this Motion. *See In re Ran*, 607 F.3d 1017, 1021 (5th Cir. 2013) (indicating that section 1519(a)(1)–(3) provides “[a] non-exhaustive list of relief available to a foreign proceeding’s representative in a Chapter 15 case”); *In re Vitro, S.A.B. DE C.V.*, 455 B.R. 571, 579 (Bankr. N.D. Tex. 2011) (“[T]he relief enumerated in section 1519 is not all-inclusive.”); *see also In re Credito Real, S.A.B. DE C.V.*, 670 B.R. 150, 166 (Bankr. D. Del. 2025) (noting that section 1521(a) affords the court discretion to grant broad relief); *In re Odebrecht Engenharia e Construcao S.A. EM Recuperacao Judicial*, 669 B.R. 457, 465 (Bankr. S.D.N.Y. 2025) (applying section 1521(a)(7) broadly to afford “any appropriate relief”); *In re Atlas Shipping A/S*, 404 B.R. 726, 739 (Bankr. S.D.N.Y. 2009) (same)

34. While section 1520 of the Bankruptcy Code, which applies upon recognition, states that “sections 361 and 362 [of the Bankruptcy Code] apply with respect to the debtor and the property of the debtor that is *within the territorial jurisdiction of the United States*,” there is no such limitation in section 1519 of the Bankruptcy Code. 11 U.S.C. § 1520(a)(1) (emphasis added). Even so, this limitation only applies to *property* of the debtor. This does not limit the scope of the automatic stay, whether granted on a provisional basis under section 1519 or upon recognition under section 1520, from applying to extraterritorial actions that involve property within the territorial jurisdiction of the United States.

35. This is entirely consistent with Judge Peck’s statements in *In re JSC BTA Bank*, where the court noted that, “the stay...applies to the debtor within the United States for all purposes and may extend to the debtor as to proceedings in other jurisdictions for purposes of protecting property of the debtor that is within the territorial jurisdiction of the United States.” 434 B.R. 334, 343 (Bankr.

S.D.N.Y. 2010). While the facts of *In re JSC BTA Bank* differ in that the foreign litigation was not tied to the debtor's U.S. property, the facts before this U.S. Bankruptcy Court are exactly those that would have been given protection under Judge Peck's rationale. As the court further noted, this limited extraterritorial application of the automatic stay fulfills the cross-border purposes of chapter 15. *Id.*

36. Accordingly, to the extent U.S. Bankruptcy Court does not find that the Provisional Relief Order bars the filing and continued pursuit of the Winding-Up Petitions or any other enforcement actions taken against the Debtors' U.S. property, the stay should be extended to enjoin such actions.

Conclusion

37. In summary, the Ad Hoc Group's escalating campaign against the Debtors reveals its strategy for what it is: an effort by a group of holdout creditors to manufacture leverage and drive up costs, rather than testing the merits of the Spanish Restructuring Plan through the orderly court process. The Ad Hoc Group has now flagrantly violated both this U.S. Bankruptcy Court's order and that of the Spanish Court, with blatant disregard for the automatic stay. For these reasons, the U.S. Bankruptcy Court should grant the Order.

Motion Practice

38. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Motion. Accordingly, the Debtors submit that this Motion satisfies Local Rule 9013-1(a).

Notice

39. The Foreign Representative will provide notice of this Motion to: (a) the Debtors; (b) all persons or bodies authorized to administer foreign proceedings of the Debtors; (c) all parties to litigation pending in the United States in which a Debtor is a party at the time of the filing of the

chapter 15 petitions; (d) all known creditors affected under the Spanish Restructuring Plan; (e) the United States Trustee for the Southern District of New York; (f) the United States Attorney for the Southern District of New York; (g) GLAS Specialist Services Limited, the information agent for the Debtors; (h) Lexaudit Concursal, S.L.P., the restructuring expert; (i) D. Miguel Ángel Esteban, in his capacity as Spanish court agent; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the “Notice Parties”). In light of the nature of the relief requested, the Foreign Representative submits that no further notice is required.

WHEREFORE, the Foreign Representative respectfully requests that the U.S. Bankruptcy Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested in this Motion and granting such other and further relief as is appropriate under the circumstances.

New York, New York
Dated: July 30, 2026

/s/ Chad J. Husnick, P.C.

Chad J. Husnick, P.C.

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

333 West Wolf Point Plaza

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

- and -

Margaret Reiney

Jimmy Ryan

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

Counsel to the Foreign Representative

Exhibit A

Proposed Order

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

In re:

GRUPO ANTOLÍN-IRAUSA, S.A.U.,¹

Debtors in a Foreign Proceeding.

)
) Chapter 15
)
) Case No. 26-11679 (SAB)
)
) (Jointly Administered)
)

**ORDER (I) ENFORCING THE
PROVISIONAL RELIEF ORDER, (II) DIRECTING
THE AD HOC GROUP TO CEASE ALL VIOLATIONS OF THE
PROVISIONAL RELIEF ORDER, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Foreign Representative of the above-captioned debtors (collectively, the “Debtors”) for entry of an order (this “Order”): (a) affirming that the Provisional Relief Order bars enforcement actions taken with respect to the Debtors’ U.S. property, and if the relief provided therein does not bar such actions, an extension of the automatic stay to any enforcement actions taken with respect to the Debtors’ U.S. property, including actions taken with respect to the Existing Notes; (b) directing the Ad Hoc Group to immediately withdraw the Winding-Up Petitions and any other actions and refrain from initiating or continuing any future actions, whether in the United States or elsewhere, that interfere with, or are based on, the Debtors’ property rights in contracts governed by United States law, including the Existing Notes and the guarantees thereunder; and (c) granting such other relief as the U.S. Bankruptcy Court deems appropriate; and this U.S. Bankruptcy Court having entered the *Order Granting Provisional Relief*

¹ A complete list of each of the Debtors in these chapter 15 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Antolin>. The location of Debtor Grupo Antolin-Irausa, S.A.U.’s corporate headquarters and the Debtors’ service address in these chapter 15 cases is C/Vitoria número 307 / Burgos / 09007 / Spain.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Declaration of the Foreign Representative.

Pursuant to Section 1519 of the Bankruptcy Code [Docket No. 23] (the “Provisional Relief Order”); and upon the Declaration of the Foreign Representative; and upon the Declaration of the Foreign Counsel; and upon the Blanco Declaration; and this U.S. Bankruptcy Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and this U.S. Bankruptcy Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this U.S. Bankruptcy Court having found that it may enter this Order consistent with Article III of the United States Constitution; and this U.S. Bankruptcy Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1410(1) or (3); and this U.S. Bankruptcy Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, and other parties in interest; and this U.S. Bankruptcy Court having found that adequate and sufficient notice of the filing of the Motion has been given by the Foreign Representative; and this U.S. Bankruptcy Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this U.S. Bankruptcy Court having found that absent the relief requested in the Motion, the Debtors would suffer immediate and irreparable harm; and this U.S. Bankruptcy Court having found that the relief granted herein sufficiently protects the interests of creditors and other interested entities, including the Debtors; and this U.S. Bankruptcy Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this U.S. Bankruptcy Court (the “Hearing”), and this U.S. Bankruptcy Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this U.S. Bankruptcy Court; and after due deliberation and

sufficient cause appearing therefor, it is HEREBY FOUND AND DETERMINED THAT:³

a. The Debtors' contractual rights under the Existing Notes are property of the Debtors, and such property is within the territorial jurisdiction of the United States within the meaning of section 1502(8) of the Bankruptcy Code.

b. The Ad Hoc Group's filing and refusal to withdraw the Winding-Up Petitions violated the automatic stay and the Provisional Relief Order.

c. Unless this Order is granted, there is a material risk that the Ad Hoc Group will continue to take actions against the Debtors property within the territorial jurisdiction, including the Debtors' rights under the Existing Notes.

d. To the extent necessary, the automatic stay and the relief granted pursuant to the Provisional Relief Order should be extended to enjoin any enforcement actions in any jurisdiction against the Debtors or the Debtors' property within the territorial jurisdiction of the United States, including the Existing Notes, pursuant to sections 105(a) and 1519 of the Bankruptcy Code to permit the expeditious and economical administration of the Spanish Proceeding.

BASED ON THE FOREGOING FINDINGS OF FACT AND AFTER DUE DELIBERATION AND SUFFICIENT CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth in this Order.
2. The Debtors' rights under the Existing Notes constitute property of the Debtors within the territorial jurisdiction of the United States.
3. The actions of the Ad Hoc Group constitute a violation of the Provisional Relief Order and sections 362(a)(1), 362(a)(3), and 362(a)(6) of the Bankruptcy Code.

³ The findings and conclusions set forth herein and in the record of the hearing on the Motion constitute this U.S. Bankruptcy Court's findings of facts and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the findings of fact herein constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law herein constitute findings of fact, they are adopted as such.

4. The Ad Hoc Group is hereby prohibited from engaging in any enforcement activity, including in any foreign jurisdiction, with respect to the Debtors' property rights within the territorial jurisdiction of the United States, including those property rights included in the Existing Notes and the related guarantees thereunder, including, but not limited to, the Winding-Up Petitions.

5. The Ad Hoc Group is hereby ordered to withdraw the Winding-Up Petitions and any similar actions initiated by the Ad Hoc Group against the Debtors commenced in any jurisdiction, including in any foreign jurisdiction, within one (1) day from the date of entry of this Order and shall refrain from any future filing of winding-up petitions or other similar proceedings in any jurisdiction against Debtors on account of the Debtors' property that is within the territorial jurisdiction of the United States. Upon the withdrawal of the Winding-Up Petitions, and any other actions, the Ad Hoc Group shall provide documentation evidencing the withdrawal to the U.S. Bankruptcy Court, the Foreign Representative, and her counsel.

6. To the extent applicable, the automatic stay and the relief granted in the Provisional Relief Order shall extend to any enforcement or similar actions taken in any jurisdiction with respect to the Debtors or the Debtors' property that is within the territorial jurisdiction of the United States, including, the Existing Notes. For the avoidance of doubt, beginning on the date of this Order and continuing until the date of the entry of an order of this U.S. Bankruptcy Court recognizing the Spanish Proceeding as a "foreign main proceeding" as defined in section 1502(4) of the Bankruptcy Code and the Foreign Representative as a "foreign representative" as defined in section 101(24) of the Bankruptcy Code (unless otherwise extended pursuant to section 1519(b) of the Bankruptcy Code), the automatic stay set forth in section 362 of the Bankruptcy Code shall

apply to all acts in any jurisdiction against the Debtors property within the territorial jurisdiction of the United States, including the Existing Notes.

7. The contents of the Motion satisfy the requirements of Bankruptcy Rule 9006(c)(1).

8. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

9. The Foreign Representative and its agents, including the claims and noticing agent, are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

11. This U.S. Bankruptcy Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

New York, New York

Dated: _____, 2026

HONORABLE SHIREEN A. BARDAY
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Winding-Up Petitions

KOBRE & KIM

TOWER 42
25 OLD BROAD STREET
LONDON, EC2N 1HQ
WWW.KOBREKIM.COM
TEL +44 (0) 20 3301 5700

23 July 2026

DELIVERY BY HAND

Antolin Interiors UK Limited

Merse Road
North Moons Moat
Redditch
B98 9HL, United Kingdom

Dear Antolin Interiors UK Limited

Re: Petition for the Winding Up of Antolin Interiors UK Limited

We act for certain beneficial holders of the €390,000,000 3.50% Senior Secured Notes due 2028 and €250,000,000 10.375% Senior Secured Notes due 2030 issued by Grupo Antolin – Irausa, S.A.U. (“**the Issuer**”) pursuant to indentures dated 29 June 2021 and 31 July 2024 (together, the “**SSNs**”). Antolin Interiors UK Limited (“**the Company**”) is a guarantor of the Issuer’s obligations under the SSNs.

Our clients have presented a petition for the winding-up of the Company. We enclose, by way of service, a sealed copy of the petition, presented today, 23 July 2026. The petition is listed for hearing at the High Court of Justice, Business and Property Courts, Insolvency and Companies List, at the Rolls Building, 7 Rolls Buildings, Fetter Lane, London EC4A 1NL, on 9 September 2026 at 10.30am, or as soon thereafter as the parties can be heard.

The winding up of the Company is deemed to commence from presentation of the petition. We draw to your attention, and ask that you draw to the attention of the Company’s directors, that any disposition of the Company’s property made after presentation will be void under section 127 of the Insolvency Act 1986 if a winding-up order is made. We are separately writing to each director of the Company in their personal capacity regarding the consequences of the petition.

Yours faithfully



Kobre & Kim (UK) LLP

Encls.

AMERICAS (NEW YORK, DELAWARE, MIAMI, SAN FRANCISCO, SÃO PAULO, WASHINGTON DC)
APAC (HONG KONG, SEOUL, SHANGHAI), CARIBBEAN (BVI, CAYMAN ISLANDS), EMEA (CYPRUS, DUBAI, LONDON, TEL AVIV)

KOBRE & KIM REFERRED TO HEREIN IS A REFERENCE TO KOBRE & KIM (UK) LLP, A LIMITED LIABILITY PARTNERSHIP,
REGISTERED IN ENGLAND AND WALES WITH REGISTERED NUMBER OC 347946. IT IS AUTHORISED AND REGULATED BY THE
SOLICITORS REGULATION AUTHORITY, No. 537858. THE TERM PARTNER IS USED TO REFER TO A MEMBER OF KOBRE & KIM (UK) LLP.
A LIST OF THE PARTNERS IS AVAILABLE FOR INSPECTION AT THE ABOVE REGISTERED ADDRESS.



Winding-Up Petition

Rule 7.5
COMP 1

For Court use

Case No: CR-2026-005761
Hearing Date: 09 Sept 2026 10:30
or as soon
thereafter. To be
heard in The Rolls
Building, London
EC4A 1NL.

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)

Insert name of
company subject to
the petition

IN THE MATTER OF ANTOLIN INTERIORS UK LIMITED
AND IN THE MATTER OF THE INSOLVENCY ACT 1986

(a) Insert title of
court or hearing
centre as applicable

THE COURT:
(a) To His Majesty's High Court of Justice

(b) Insert full name(s)
and address(es) of
petitioner(s)

THE PETITIONERS:
(b) The petition of

- (1) BSP EUROPEAN SPECIAL SITUATIONS III (HOLDCO) LIMITED of 4th Floor 140 Aldersgate Street, London, United Kingdom, EC1A 4HY
- (2) AURIUM CLO I DAC of Block A, George's Quay Plaza, Georges Quay, Dublin 2, Ireland
- (3) AURIUM CLO II DAC of Block A, George's Quay Plaza, Georges Quay, Dublin 2, Ireland
- (4) AURIUM CLO V DAC of 32 Molesworth Street, Dublin 2, Dublin, D02 Y512, Ireland
- (5) AURIUM CLO VI DAC of 32 Molesworth Street, Dublin 2, Dublin, D02 Y512, Ireland
- (6) AURIUM CLO VII DAC of 32 Molesworth Street, Dublin 2, Dublin, D02 Y512, Ireland
- (7) AURIUM CLO VIII DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (8) AURIUM CLO IX DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (9) AURIUM CLO X DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (10) AURIUM CLO XI DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (11) AURIUM CLO XII DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (12) AURIUM CLO XIII DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (13) AURIUM CLO XIV DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland

shows as follows:

(c) Insert full name
and registered no. (if
any) and/or other
required

THE COMPANY:
(c) This petition relates to ANTOLIN INTERIORS UK LIMITED
(hereinafter called "the Company").

identification details of company subject to the petition (see also rule 1.6 of the Insolvency (England and Wales) Rules 2016 (IR 2016))
(d) Insert address of registered office or other address as required (see also rule 1.6 of the IR 2016)
(e) Insert date of incorporation and the enactment (as applicable); delete where necessary

The registered number of the Company is **01676532**

(d) The registered office of the company is at **Merse Road, North Moons Moat, Redditch, B98 9HL, United Kingdom**

(e) The Company was incorporated on **9 November 1982** under the Companies Acts 1948 to 1981

(i) Insert the nature of the Company's business (if known); see also para 11.2(6) of the PDIP

(i) The principal nature of the Company's business is as follows:

The principal activity of the Company is the manufacture and just-in-time delivery of car parts.

(j) Set out the grounds on which a winding-up order is sought

THE GROUNDS & JURISDICTION:

(j) The grounds on which the winding-up order is sought are:

The Petitioners are among the beneficial owners of the senior secured notes issued by Grupo Antolin – Irausa, S.A.U. (the "Issuer") pursuant to two indentures dated 29 June 2021 and 31 July 2024 (the "Indentures") (the "SSNs"). The Company is a guarantor of the Issuer's liabilities under the SSNs. By virtue of its status as a guarantor of the SSNs, the Company is jointly and severally liable with the Issuer (as if they were joint principal obligors) to pay any sums falling due under the SSNs from time to time.

The aggregate outstanding principal amount of the SSNs is EUR 640,000,000.00, and the Petitioners beneficially own EUR 19,850,000.00 thereof. Pursuant to Section 2.10 of the Indentures, the Petitioners are entitled to obtain definitive certificated notes in respect of the principal amount of the SSNs that they beneficially own. In the premises, the Petitioners are contingent creditors of the Issuer and the Company, and the Petitioners are therefore entitled to petition for the winding-up of the Company under section 124(1) of the Insolvency Act 1986.

By a demand letter dated 20 July 2026 (a copy of which is attached hereto), the Petitioners notified the Company that an Event of Default had occurred under Section 6.01(xi)(A) of the Indentures and that the aggregate outstanding principal amount of the SSNs together with all accrued and unpaid interest had been automatically accelerated under Section 6.02(a) of the Indentures. As a result, the aggregate outstanding principal amount of the SSNs (amounting to EUR 640,000,000.00) together with all accrued and unpaid interest is immediately due and payable by the Issuer and the Company, and payment of the same was demanded by the Petitioners.

The Issuer and the Company failed to satisfy the payment demand and have not paid any part of the sum immediately due and payable under the SSNs. In the premises, the Company is unable to pay its debts as they fall due within section 123(1)(e) of the Insolvency Act 1986.

(m) Delete as applicable

(m) The Company is not an undertaking within Article 1.2 of the EU Regulation on Insolvency Proceedings as it has effect in the law of the United Kingdom.

(n) Insert name of witness

(n) For the reasons stated in the Form Comp 2 filed in support hereof, it is considered that:

Delete as applicable.

- the EU Regulation on Insolvency Proceedings as it has effect in the law of the United Kingdom will apply or
- these proceedings will be COMI or establishment proceedings.

(o) See rule 7.5(1)(o) of the IR 2016

(o) In the circumstances it is just and equitable that the company should be wound up.

(p) Delete as applicable

THE ORDER SOUGHT:

(p) The Petitioners therefore apply for an order that:-

- (1) the Company, **ANTOLIN INTERIORS UK LIMITED** may be wound up by the court under the Insolvency Act 1986; or
- (2) such other order may be made as the court thinks just.

(q) If the company is the petitioner, delete "the company". Add the full name and address of any other person on whom it is intended to serve this petition

ADDRESSES:

(q) It is intended to serve this petition on:

- (1) the Company

(r) Delete as applicable

(r) The full contact details of the Petitioners' solicitors are:

Kobre & Kim (UK) LLP, Tower 42, 25 Old Broad Street, London EC2N 1HQ

Tel. 020 3301 5700

email kiran.unni@kobrekim.co.uk; stephen.hayes@kobrekim.co.uk

reference KU.SH.09587.001

This is the address that the court will use for all communications to the Petitioner until notified otherwise in writing
Insert name and address of the court (and if necessary the district registry) in which the petition is issued

The Court's address is:

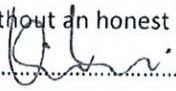
Rolls Building, 7 Rolls Buildings, Fetter Lane, London, EC4A 1NL

Delete as applicable and insert the relevant details as necessary.
Where signing on behalf of a body see also rule 1.5(3) of the IR 2016.

(The petition may be authenticated in a separate witness statement: see rule 7.6 of the IR 2016)

STATEMENT OF TRUTH

The Petitioners believe that the facts stated in this petition are true. The Petitioners understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: 

Dated: **21 July 2026**

I, the above-signed, not being a Petitioner herein, state as follows:

My name is **Kiran Unni**

My postal address is **Kobre & Kim (UK) LLP, Tower 42, 25 Old Broad Street, London EC2N 1HQ**

The capacity in which and authority by which I have authenticated the statement are as a **Partner of Kobre & Kim (UK) LLP, solicitors of the Petitioners.**

The means of my knowledge of the matters so verified are **by instruction.**

For court use

(Where the petition
is issued by e-filing,
the endorsement will
normally be on the
front of the petition,
beneath the seal)

Endorsement by the Court

This petition was issued by the court on
and will be heard at:

Place

Date

Time

(or as soon thereafter as the petition can be heard)

Rule 7.6
Form Comp 2

Verification of the Petition

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURT OF ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)

IN THE MATTER OF ANTOLIN INTERIORS UK LIMITED

AND

IN THE MATTER OF THE INSOLVENCY ACT 1986

I, Kiran Unni of Kobre & Kim (UK) LLP, Tower 42, 25 Old Broad Street, London EC2N 1HQ,
say as follows:-

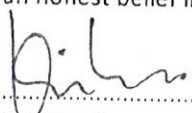
1. I am a Partner of Kobre & Kim (UK) LLP, solicitors of the Petitioners.
2. I am duly authorised by the Petitioners to make this witness statement on their behalf. The statements in this Petition are made from my own knowledge except where otherwise indicated, in which case I have explained the source of my information and belief.
3. I have been concerned in the matters referred to in the Petition because Kobre & Kim has been instructed by the Petitioners.
4. The statements in the Petition are true to the best of my knowledge, information and belief.
5. I consider the Company's centre of main interest is Merse Road, North Moons Moat, Redditch, B98 9HL, United Kingdom. Accordingly, the EU Regulation on Insolvency Proceedings as it has effect in the law of the United Kingdom will apply and these will be Centre of Main Interests ("COMI")/establishment proceedings.
6. The Company is incorporated in England and has its registered office in England. It follows that there is a rebuttable presumption that the Company has its COMI in England. The location of the Company's COMI is in issue in related proceedings in Spain and the United States, but the factors relied upon by the Company in those proceedings are insufficient to rebut the presumption. In particular, I refer to the Company's most recent filed accounts for the year ended 31 December 2024, a copy of which is attached hereto. The overall impression given from the accounts is that the Company is an active trading company with a business focused on the UK.
7. By way of examples only, the accounts state that:
 - (a) In 2024 the company employed 933 employees (2023: 1,232) across the UK (page 4 / numbered page 2);
 - (b) Competitive pressure in the UK is a continuing risk for the Company. The principal risk that the Company currently faces is to changes in the UK motor vehicle manufacturing industry, including the movement towards electric

vehicles and the reaction of UK-based OEMs to develop electric vehicle ranges and levels of demand for new vehicles. The Company's business is substantially dependent upon the sale of vehicles and parts in the UK (page 4 / numbered page 2); and

(c) The Company's financial statements "*are presented in pounds sterling which is the currency of the primary economic environment in which the Company operates*" (page 24 / numbered page 22).

8. All of these matters appear consistent with the Company having its COMI in the UK.

The Petitioners believe that the facts stated in this petition are true. The Petitioners understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed 

Name: Kiran Unni

Dated: 21 July 2026

KOBRE & KIM

TOWER 42
25 OLD BROAD STREET
LONDON, EC2N 1HQ
WWW.KOBREKIM.COM
TEL +44 (0) 20 3301 5700

22 July 2026

DELIVERY BY HAND

Grupo Antolin Leamington Limited

Tachbrook Park Drive
Leamington Spa
Warwick, Warwickshire
CV34 6RH, United Kingdom

Dear Grupo Antolin Leamington Limited

Re: Petition for the Winding Up of Grupo Antolin Leamington Limited

We act for certain beneficial holders of the €390,000,000 3.50% Senior Secured Notes due 2028 and €250,000,000 10.375% Senior Secured Notes due 2030 issued by Grupo Antolin – Irausa, S.A.U. (“**the Issuer**”) pursuant to indentures dated 29 June 2021 and 31 July 2024 (together, the “**SSNs**”). Grupo Antolin Leamington Limited (“**the Company**”) is a guarantor of the Issuer’s obligations under the SSNs.

Our clients have presented a petition for the winding-up of the Company. We enclose, by way of service, a sealed copy of the petition, presented today, 22 July 2026. The petition is listed for hearing at the High Court of Justice, Business and Property Courts, Insolvency and Companies List, at the Rolls Building, 7 Rolls Buildings, Fetter Lane, London EC4A 1NL, on 16 September 2026 at 10.30am, or as soon thereafter as the parties can be heard.

The winding up of the Company is deemed to commence from presentation of the petition. We draw to your attention, and ask that you draw to the attention of the Company’s directors, that any disposition of the Company’s property made after presentation will be void under section 127 of the Insolvency Act 1986 if a winding-up order is made. We are separately writing to each director of the Company in their personal capacity regarding the consequences of the petition.

Yours faithfully



Kobre & Kim (UK) LLP

Encls.

AMERICAS (NEW YORK, DELAWARE, MIAMI, SAN FRANCISCO, SÃO PAULO, WASHINGTON DC)
APAC (HONG KONG, SEOUL, SHANGHAI), CARIBBEAN (BVI, CAYMAN ISLANDS), EMEA (CYPRUS, DUBAI, LONDON, TEL AVIV)

KOBRE & KIM REFERRED TO HEREIN IS A REFERENCE TO KOBRE & KIM (UK) LLP, A LIMITED LIABILITY PARTNERSHIP, REGISTERED IN ENGLAND AND WALES WITH REGISTERED NUMBER OC 347946. IT IS AUTHORISED AND REGULATED BY THE SOLICITORS REGULATION AUTHORITY, NO. 537858. THE TERM PARTNER IS USED TO REFER TO A MEMBER OF KOBRE & KIM (UK) LLP. A LIST OF THE PARTNERS IS AVAILABLE FOR INSPECTION AT THE ABOVE REGISTERED ADDRESS.



Winding-Up Petition

Rule 7.5
COMP 1

For Court use

Case No: CR-2026-005731
Hearing Date: 16 Sept 2026 10:30
or as soon
thereafter. To be
heard in person at
the Rolls Building
London EC4A 1NL.

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)**

Insert name of
company subject to
the petition

**IN THE MATTER OF GRUPO ANTOLIN LEAMINGTON LIMITED
AND IN THE MATTER OF THE INSOLVENCY ACT 1986**

(a) Insert title of
court or hearing
centre as applicable

THE COURT:
(a) To His Majesty's High Court of Justice

(b) Insert full name(s)
and address(es) of
petitioner(s)

THE PETITIONERS:
(b) The petition of

- (1) BSP EUROPEAN SPECIAL SITUATIONS III (HOLDCO) LIMITED of 4th Floor 140 Aldersgate Street, London, United Kingdom, EC1A 4HY
- (2) AURIUM CLO I DAC of Block A, George's Quay Plaza, Georges Quay, Dublin 2, Ireland
- (3) AURIUM CLO II DAC of Block A, George's Quay Plaza, Georges Quay, Dublin 2, Ireland
- (4) AURIUM CLO V DAC of 32 Molesworth Street, Dublin 2, Dublin, D02 Y512, Ireland
- (5) AURIUM CLO VI DAC of 32 Molesworth Street, Dublin 2, Dublin, D02 Y512, Ireland
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- (7) AURIUM CLO VIII DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (8) AURIUM CLO IX DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (9) AURIUM CLO X DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (10) AURIUM CLO XI DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (11) AURIUM CLO XII DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (12) AURIUM CLO XIII DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (13) AURIUM CLO XIV DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland

shows as follows:

(c) Insert full name
and registered no. (if
any) and/or other
required

THE COMPANY:
(c) This petition relates to **GRUPO ANTOLIN LEAMINGTON LIMITED**
(hereinafter called "the Company").

identification details of company subject to the petition (see also rule 1.6 of the Insolvency (England and Wales) Rules 2016 (IR 2016))
(d) Insert address of registered office or other address as required (see also rule 1.6 of the IR 2016)
(e) Insert date of incorporation and the enactment (as applicable); delete where necessary

The registered number of the Company is **03477767**

(d) The registered office of the company is at **Tachbrook Park Drive, Leamington Spa, Warwick, Warwickshire, CV34 6RH, United Kingdom**

(e) The Company was incorporated on **3 December 1997** under the Companies Act 1985

(i) Insert the nature of the Company's business (if known); see also para 11.2(6) of the PDIP

(i) The principal nature of the Company's business is as follows:

The principal activity of the Company is the development, manufacture and sale of car parts.

(j) Set out the grounds on which a winding-up order is sought

THE GROUNDS & JURISDICTION:

(j) The grounds on which the winding-up order is sought are:

The Petitioners are among the beneficial owners of the senior secured notes issued by Grupo Antolin – Irausa, S.A.U. (the "Issuer") pursuant to two indentures dated 29 June 2021 and 31 July 2024 (the "Indentures") (the "SSNs"). The Company is a guarantor of the Issuer's liabilities under the SSNs. By virtue of its status as a guarantor of the SSNs, the Company is jointly and severally liable with the Issuer (as if they were joint principal obligors) to pay any sums falling due under the SSNs from time to time.

The aggregate outstanding principal amount of the SSNs is EUR 640,000,000.00, and the Petitioners beneficially own EUR 19,850,000.00 thereof. Pursuant to Section 2.10 of the Indentures, the Petitioners are entitled to obtain definitive certificated notes in respect of the principal amount of the SSNs that they beneficially own. In the premises, the Petitioners are contingent creditors of the Issuer and the Company, and the Petitioners are therefore entitled to petition for the winding-up of the Company under section 124(1) of the Insolvency Act 1986.

By a demand letter dated 20 July 2026 (a copy of which is attached hereto), the Petitioners notified the Company that an Event of Default had occurred under Section 6.01(xi)(A) of the Indentures and that the aggregate outstanding principal amount of the SSNs together with all accrued and unpaid interest had been automatically accelerated under Section 6.02(a) of the Indentures. As a result, the aggregate outstanding principal amount of the SSNs (amounting to EUR 640,000,000.00) together with all accrued and unpaid interest is immediately due and payable by the Issuer and the Company, and payment of the same was demanded by the Petitioners.

The Issuer and the Company failed to satisfy the payment demand and have not paid any part of the sum immediately due and payable under the SSNs. In the premises, the Company is unable to pay its debts as they fall due within section 123(1)(e) of the Insolvency Act 1986.

(m) Delete as applicable

(m) The Company is not an undertaking within Article 1.2 of the EU Regulation on Insolvency Proceedings as it has effect in the law of the United Kingdom.

(n) Insert name of witness

(n) For the reasons stated in the Form Comp 2 filed in support hereof, it is considered that:

Delete as applicable.

- the EU Regulation on Insolvency Proceedings as it has effect in the law of the United Kingdom will apply or
- these proceedings will be COMI or establishment proceedings.

(o) See rule 7.5(1)(o) of the IR 2016

(o) In the circumstances it is just and equitable that the company should be wound up.

(p) Delete as applicable

THE ORDER SOUGHT:

(p) The Petitioners therefore apply for an order that:-

- (1) the Company, **GRUPO ANTOLIN LEAMINGTON LIMITED** may be wound up by the court under the Insolvency Act 1986; or
- (2) such other order may be made as the court thinks just.

(q) If the company is the petitioner, delete "the company". Add the full name and address of any other person on whom it is intended to serve this petition

ADDRESSES:

(q) It is intended to serve this petition on:

- (1) the Company

(r) Delete as applicable

(r) The full contact details of the Petitioners' solicitors are:

Kobre & Kim (UK) LLP, Tower 42, 25 Old Broad Street, London EC2N 1HQ

Tel. 020 3301 5700

email kiran.unni@kobrekim.co.uk; stephen.hayes@kobrekim.co.uk

reference KU.SH.09587.001

This is the address that the court will use for all communications to the Petitioner until notified otherwise in writing
Insert name and address of the court (and if necessary the district registry) in which the petition is issued

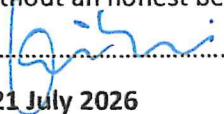
The Court's address is:

Rolls Building, 7 Rolls Buildings, Fetter Lane, London, EC4A 1NL

Delete as applicable and insert the relevant details as necessary.
Where signing on behalf of a body see also rule 1.5(3) of the IR 2016.
(The petition may be authenticated in a separate witness statement: see rule 7.6 of the IR 2016)

STATEMENT OF TRUTH

The Petitioners believe that the facts stated in this petition are true. The Petitioners understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: 

Dated: **21 July 2026**

I, the above-signed, not being a Petitioner herein, state as follows:

My name is **Kiran Unni**

My postal address is **Kobre & Kim (UK) LLP, Tower 42, 25 Old Broad Street, London EC2N 1HQ**

The capacity in which and authority by which I have authenticated the statement are as a **Partner of Kobre & Kim (UK) LLP, solicitors of the Petitioners.**

The means of my knowledge of the matters so verified are **by instruction**.

For court use

(Where the petition
is issued by e-filing,
the endorsement will
normally be on the
front of the petition,
beneath the seal)

Endorsement by the Court

This petition was issued by the court on
and will be heard at:

Place

Date

Time

(or as soon thereafter as the petition can be heard)

Rule 7.6
Form Comp 2

Verification of the Petition

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURT OF ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)**

IN THE MATTER OF GROUPO ANTOLIN LEAMINGTON LIMITED

AND

IN THE MATTER OF THE INSOLVENCY ACT 1986

I, **Kiran Unni of Kobre & Kim (UK) LLP, Tower 42, 25 Old Broad Street, London EC2N 1HQ**,
say as follows:-

1. I am a Partner of Kobre & Kim (UK) LLP, solicitors of the Petitioners ("Kobre & Kim").
2. I am duly authorised by the Petitioners to make this witness statement on their behalf. The statements in this Petition are made from my own knowledge except where otherwise indicated, in which case I have explained the source of my information and belief.
3. I have been concerned in the matters referred to in the Petition because Kobre & Kim has been instructed by the Petitioners.
4. The statements in the Petition are true to the best of my knowledge, information and belief.
5. I consider the Company's centre of main interest is Tachbrook Park Drive, Leamington Spa, Warwick, Warwickshire, CV34 6RH, United Kingdom. Accordingly, the EU Regulation on Insolvency Proceedings as it has effect in the law of the United Kingdom will apply and these will be Centre of Main Interests ("COMI")/establishment proceedings.
6. The Company is incorporated in England and has its registered office in England. It follows that there is a rebuttable presumption that the Company has its COMI in England. The location of the Company's COMI is in issue in related proceedings in Spain and the United States, but the factors relied upon by the Company in those proceedings are insufficient to rebut the presumption. In particular, I refer to the Company's most recent filed accounts for the year ended 31 December 2024, a copy of which is attached hereto. The overall impression given from the accounts is that the Company is an active trading company with a business focused on the UK.
7. By way of examples only, the accounts state that:
 - (a) Competitive pressure in the UK is a continuing risk for the Company. The principal risk that the Company currently faces is to changes in the UK motor vehicle manufacturing industry, including the movement towards electric vehicles and the reaction of UK-based OEMs to develop electric vehicle ranges and levels of demand for new vehicles. The Company's business is

substantially dependent upon the sale of vehicles and parts in the UK (page 4 / numbered page 2); and

(b) The Company's financial statements "*are presented in pounds sterling, which is the currency of the primary economic environment in which the Company operates*" (page 25 / numbered page 23).

8. Each of these matters appear consistent with the Company having its COMI in the UK.

The Petitioners believe that the facts stated in this petition are true. The Petitioners understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed 

Name: **Kiran Unni**

Dated: **21 July 2026**

KOBRE & KIM

TOWER 42
25 OLD BROAD STREET
LONDON, EC2N 1HQ
WWW.KOBREKIM.COM
TEL +44 (0) 20 3301 5700

22 July 2026

DELIVERY BY HAND

Grupo Antolin UK Limited

Merse Road
North Moons Moat
Redditch
B98 9HL, United Kingdom

Dear Grupo Antolin UK Limited

Re: Petition for the Winding Up of Grupo Antolin UK Limited

We act for certain beneficial holders of the €390,000,000 3.50% Senior Secured Notes due 2028 and €250,000,000 10.375% Senior Secured Notes due 2030 issued by Grupo Antolin – Irausa, S.A.U. (“**the Issuer**”) pursuant to indentures dated 29 June 2021 and 31 July 2024 (together, the “**SSNs**”). Grupo Antolin UK Limited (“**the Company**”) is a guarantor of the Issuer’s obligations under the SSNs.

Our clients have presented a petition for the winding-up of the Company. We enclose, by way of service, a sealed copy of the petition, presented today, 22 July 2026. The petition is listed for hearing at the High Court of Justice, Business and Property Courts, Insolvency and Companies List, at the Rolls Building, 7 Rolls Buildings, Fetter Lane, London EC4A 1NL, on 16 September 2026 at 10.30am, or as soon thereafter as the parties can be heard.

The winding up of the Company is deemed to commence from presentation of the petition. We draw to your attention, and ask that you draw to the attention of the Company’s directors, that any disposition of the Company’s property made after presentation will be void under section 127 of the Insolvency Act 1986 if a winding-up order is made. We are separately writing to each director of the Company in their personal capacity regarding the consequences of the petition.

Yours faithfully



Kobre & Kim (UK) LLP

Encls.

AMERICAS (NEW YORK, DELAWARE, MIAMI, SAN FRANCISCO, SÃO PAULO, WASHINGTON DC)
APAC (HONG KONG, SEOUL, SHANGHAI), CARIBBEAN (BVI, CAYMAN ISLANDS), EMEA (CYPRUS, DUBAI, LONDON, TEL AVIV)

KOBRE & KIM REFERRED TO HEREIN IS A REFERENCE TO KOBRE & KIM (UK) LLP, A LIMITED LIABILITY PARTNERSHIP,
REGISTERED IN ENGLAND AND WALES WITH REGISTERED NUMBER OC 347946. IT IS AUTHORISED AND REGULATED BY THE
SOLICITORS REGULATION AUTHORITY, No. 537858. THE TERM PARTNER IS USED TO REFER TO A MEMBER OF KOBRE & KIM (UK) LLP.
A LIST OF THE PARTNERS IS AVAILABLE FOR INSPECTION AT THE ABOVE REGISTERED ADDRESS.



Winding-Up Petition

Rule 7.5
COMP 1

For Court use

Case No: CR-2026-005733
Hearing Date: 16 Sept 2026 10:30
or as soon
thereafter. To be
heard in person at
the Rolls Building
London EC4A 1NL.

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)**

Insert name of
company subject to
the petition

**IN THE MATTER OF GRUPO ANTOLIN UK LIMITED
AND IN THE MATTER OF THE INSOLVENCY ACT 1986**

(a) Insert title of
court or hearing
centre as applicable

THE COURT:

(a) To His Majesty's High Court of Justice

(b) Insert full name(s)
and address(es) of
petitioner(s)

THE PETITIONERS:

(b) The petition of

- (1) BSP EUROPEAN SPECIAL SITUATIONS III (HOLDCO) LIMITED of 4th Floor 140 Aldersgate Street, London, United Kingdom, EC1A 4HY
- (2) AURIUM CLO I DAC of Block A, George's Quay Plaza, Georges Quay, Dublin 2, Ireland
- (3) AURIUM CLO II DAC of Block A, George's Quay Plaza, Georges Quay, Dublin 2, Ireland
- (4) AURIUM CLO V DAC of 32 Molesworth Street, Dublin 2, Dublin, D02 Y512, Ireland
- (5) AURIUM CLO VI DAC of 32 Molesworth Street, Dublin 2, Dublin, D02 Y512, Ireland
- (6) AURIUM CLO VII DAC of 32 Molesworth Street, Dublin 2, Dublin, D02 Y512, Ireland
- (7) AURIUM CLO VIII DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (8) AURIUM CLO IX DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (9) AURIUM CLO X DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (10) AURIUM CLO XI DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (11) AURIUM CLO XII DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (12) AURIUM CLO XIII DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland
- (13) AURIUM CLO XIV DAC of 5th Floor, The Exchange, George's Dock, Ifsc, Dublin 1, Dublin, D01 W3P9, Ireland

shows as follows:

(c) Insert full name
and registered no. (if
any) and/or other
required

THE COMPANY:

(c) This petition relates to **GRUPO ANTOLIN UK LIMITED**
(hereinafter called "the Company").

identification details of company subject to the petition (see also rule 1.6 of the Insolvency (England and Wales) Rules 2016 (IR 2016))
(d) Insert address of registered office or other address as required (see also rule 1.6 of the IR 2016)
(e) Insert date of incorporation and the enactment (as applicable); delete where necessary

The registered number of the Company is **02319953**

(d) The registered office of the company is at **Merse Road, North Moons Moat, Redditch, B98 9HL, United Kingdom**

(e) The Company was incorporated on **21 November 1988** under the Companies Act 1985

(i) Insert the nature of the Company's business (if known); see also para 11.2(6) of the PDIP

(i) The principal nature of the Company's business is as follows:

The principal activity of the Company is the provision of services primarily to group companies operating within the automotive industry.

(j) Set out the grounds on which a winding-up order is sought

THE GROUNDS & JURISDICTION:

(j) The grounds on which the winding-up order is sought are:

The Petitioners are among the beneficial owners of the senior secured notes issued by Grupo Antolin – Irausa, S.A.U. (the "Issuer") pursuant to two indentures dated 29 June 2021 and 31 July 2024 (the "Indentures") (the "SSNs"). The Company is a guarantor of the Issuer's liabilities under the SSNs. By virtue of its status as a guarantor of the SSNs, the Company is jointly and severally liable with the Issuer (as if they were joint principal obligors) to pay any sums falling due under the SSNs from time to time.

The aggregate outstanding principal amount of the SSNs is EUR 640,000,000.00, and the Petitioners beneficially own EUR 19,850,000.00 thereof. Pursuant to Section 2.10 of the Indentures, the Petitioners are entitled to obtain definitive certificated notes in respect of the principal amount of the SSNs that they beneficially own. In the premises, the Petitioners are contingent creditors of the Issuer and the Company, and the Petitioners are therefore entitled to petition for the winding-up of the Company under section 124(1) of the Insolvency Act 1986.

By a demand letter dated 20 July 2026 (a copy of which is attached hereto), the Petitioners notified the Company that an Event of Default had occurred under Section 6.01(xi)(A) of the Indentures and that the aggregate outstanding principal amount of the SSNs together with all accrued and unpaid interest had been automatically accelerated under Section 6.02(a) of the Indentures. As a result, the aggregate outstanding principal amount of the SSNs (amounting to EUR 640,000,000.00) together with all accrued and unpaid interest is immediately due and payable by the Issuer and the Company, and payment of the same was demanded by the Petitioners.

The Issuer and the Company failed to satisfy the payment demand and have not paid any part of the sum immediately due and payable under the SSNs. In the premises, the Company is unable to pay its debts as they fall due within section 123(1)(e) of the Insolvency Act 1986.

(m) Delete as applicable

(m) The Company is not an undertaking within Article 1.2 of the EU Regulation on Insolvency Proceedings as it has effect in the law of the United Kingdom.

(n) Insert name of witness

(n) For the reasons stated in the Form Comp 2 filed in support hereof, it is considered that:

Delete as applicable.

- the EU Regulation on Insolvency Proceedings as it has effect in the law of the United Kingdom will apply or
- these proceedings will be COMI or establishment proceedings.

(o) See rule 7.5(1)(o) of the IR 2016

(o) In the circumstances it is just and equitable that the company should be wound up.

(p) Delete as applicable

THE ORDER SOUGHT:

(p) The Petitioners therefore apply for an order that:-

- (1) the Company, **GRUPO ANTOLIN UK LIMITED** may be wound up by the court under the Insolvency Act 1986; or
- (2) such other order may be made as the court thinks just.

(q) If the company is the petitioner, delete "the company". Add the full name and address of any other person on whom it is intended to serve this petition

ADDRESSES:

(q) It is intended to serve this petition on:

- (1) the Company

(r) Delete as applicable

(r) The full contact details of the Petitioners' solicitors are:

Kobre & Kim (UK) LLP, Tower 42, 25 Old Broad Street, London EC2N 1HQ

Tel. **020 3301 5700**

email **kiran.unni@kobrekim.co.uk; stephen.hayes@kobrekim.co.uk**

reference **KU.SH.09587.001**

The Court's address is:

Rolls Building, 7 Rolls Buildings, Fetter Lane, London, EC4A 1NL

This is the address that the court will use for all communications to the Petitioner until notified otherwise in writing
Insert name and address of the court (and if necessary the district registry) in which the petition is issued

Delete as applicable and insert the relevant details as necessary.

Where signing on behalf of a body see also rule 1.5(3) of the IR 2016.

(The petition may be authenticated in a separate witness statement: see rule 7.6 of the IR 2016)

STATEMENT OF TRUTH

The Petitioners believe that the facts stated in this petition are true. The Petitioners understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: 

Dated: **21 July 2026**

I, the above-signed, not being a Petitioner herein, state as follows:

My name is **Kiran Unni**

My postal address is **Kobre & Kim (UK) LLP, Tower 42, 25 Old Broad Street, London EC2N 1HQ**

The capacity in which and authority by which I have authenticated the statement are as a **Partner of Kobre & Kim (UK) LLP, solicitors of the Petitioners.**

The means of my knowledge of the matters so verified are **by instruction.**

For court use

(Where the petition
is issued by e-filing,
the endorsement will
normally be on the
front of the petition,
beneath the seal)

Endorsement by the Court

This petition was issued by the court on
and will be heard at:

Place

Date

Time

(or as soon thereafter as the petition can be heard)

Rule 7.6
Form Comp 2

Verification of the Petition

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURT OF ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)**

IN THE MATTER OF GROUPO ANTOLIN UK LIMITED

AND

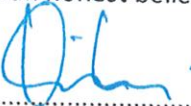
IN THE MATTER OF THE INSOLVENCY ACT 1986

I, Kiran Unni of Kobre & Kim (UK) LLP, Tower 42, 25 Old Broad Street, London EC2N 1HQ,
say as follows:-

1. I am a Partner of Kobre & Kim (UK) LLP, solicitors of the Petitioners ("Kobre & Kim").
2. I am duly authorised by the Petitioners to make this witness statement on their behalf. The statements in this Petition are made from my own knowledge except where otherwise indicated, in which case I have explained the source of my information and belief.
3. I have been concerned in the matters referred to in the Petition because Kobre & Kim has been instructed by the Petitioners.
4. The statements in the Petition are true to the best of my knowledge, information and belief.
5. I consider the Company's centre of main interest is Merse Road, North Moons Moat, Redditch, B98 9HL, United Kingdom. Accordingly, the EU Regulation on Insolvency Proceedings as it has effect in the law of the United Kingdom will apply and these will be Centre of Main Interests ("COMI")/establishment proceedings.
6. The Company is incorporated in England and has its registered office in England. It follows that there is a rebuttable presumption that the Company has its COMI in England. The location of the Company's COMI is in issue in related proceedings in Spain and the United States, but the factors relied upon by the Company in those proceedings are insufficient to rebut the presumption. In particular, I refer to the Company's most recent filed accounts for the year ended 31 December 2024, a copy of which is attached hereto. The overall impression given from the accounts is that the Company is an active trading company with a business focused on the UK.
7. By way of examples only, the accounts state that:
 - (a) Competitive pressure in the UK is a continuing risk for the Company (page 4); and
 - (b) The Company's financial statements "*are presented in pounds sterling, which is the currency of the primary economic environment in which the Company operates*" (page 19 / numbered page 17).

8. Each of these matters appear consistent with the Company having its COMI in the UK.

The Petitioners believe that the facts stated in this petition are true. The Petitioners understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed 

Name: **Kiran Unni**

Dated: **21 July 2026**