

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

In re:

AMBIPAR EMERGENCY RESPONSE,

Debtor.¹

)
) Chapter 11
)
) Case No. 25-90524 (ARP)
)
)
)

**DEBTOR'S APPLICATION FOR ENTRY
OF AN ORDER AUTHORIZING THE EMPLOYMENT
OF GRAY REED AS CO-COUNSEL TO THE DEBTOR AND
DEBTOR IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

Ambipar Emergency Response, the above-captioned debtor and debtor in possession (the "Debtor") respectfully states as follows in support of this application (this "Application"):

Relief Requested

1. By this Application, the Debtor seeks entry of an order, substantially in the form attached hereto as **Exhibit C** (the "Order"): (a) authorizing the Debtor to employ Gray Reed as co-counsel effective as of the Petition Date and (b) granting related relief.

¹ The last four digits of the Debtor's taxpayer identification number are 0263. The Debtor's address is 2346 Avenida Angelica, 5th Floor, São Paulo, SP, 01228-200, Brazil.



2. In support of this Application, the Debtor submits the *Declaration of Jason S. Brookner in Support of the Debtor's Application for Entry of an Order Authorizing the Employment of Gray Reed as Co-Counsel to the Debtor and Debtor in Possession, Effective as of Petition Date* (the "Brookner Declaration"), attached hereto as **Exhibit A**, and the *Declaration of Thiago da Costa Silva in Support of the Debtor's Application for Entry of an Order Authorizing the Employment of Gray Reed as Co-Counsel to the Debtor and Debtor in Possession, Effective as of Petition Date* (the "Silva Declaration"), attached hereto as **Exhibit B**.

Jurisdiction and Venue

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and this is a core matter pursuant to 28 U.S.C. § 157(b).

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 327 and 330 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rules 2014-1 and 2016-1 of the *Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of Texas* (the "Local Rules"), and Section R of the *Procedures for Complex Cases in the Southern District of Texas* (the "Complex Case Procedures").

Background

6. On October 20, 2025 (the "Petition Date"), the Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is managing its assets as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this chapter 11 case, and no statutory committees have been appointed (any such committee, a "Committee").

7. A detailed description of the Debtor and the facts and circumstances supporting this Motion and the Debtor's chapter 11 case, are set forth in the *Amended Declaration of Thiago da Costa Silva in Support of Chapter 11 Petition* [Docket No. 15] (the "First Day Declaration").

8. As set forth in the First Day Declaration, the Debtor is a subsidiary of Ambipar Participações e Empreendimentos S.A. ("Ambipar Topco," together with its direct and indirect subsidiaries, "Ambipar" or the "Company"). Ambipar Topco and certain of its subsidiaries (including the Debtor) are party to a restructuring proceeding in Brazil (the "RJ Proceedings"). This chapter 11 case is a parallel plenary proceeding for the Debtor alongside its RJ Proceeding.

Gray Reed's Qualifications

9. The Debtor has determined that the retention of co-counsel is necessary to the successful administration of this chapter 11 case and that Gray Reed's employment would be in the best interest of its estate. Gray Reed has extensive experience in and knowledge of debtors' protections, creditors' rights, and complex proceedings under chapter 11 of the Bankruptcy Code. Gray Reed's complex chapter 11 experience, as well as its extensive practice before this Court and knowledge of the Local Rules and practices, make it substantively and geographically ideal to efficiently serve the needs of the Debtor. Gray Reed regularly represents chapter 11 debtors in the Southern District of Texas and throughout Texas and is thus well qualified by its expertise and experience to serve as co-counsel to the Debtor in this proceeding.

10. In preparing for its representation of the Debtor in this chapter 11 case, Gray Reed has become familiar with the Debtor's business and many of the potential legal issues that may

arise in the context of this chapter 11 case. The Debtor believes Gray Reed is well qualified to represent the Debtor in this chapter 11 case in an efficient and timely manner.

Services to be Provided

11. By separate application filed contemporaneously herewith, the Debtor has requested that this Court approve the retention of Simpson Thacher & Bartlett LLP (“Simpson Thacher”) as lead counsel for the Debtor. Further, the Debtor, on behalf of the Independent Committee, will be seeking retention of Quinn Emanuel Urquhart & Sullivan (“Quinn Emanuel”) as counsel to the Independent Committee with respect to Conflict Matters.² Gray Reed, Simpson Thacher, and Quinn Emanuel each will have distinct and well-defined roles, designed to minimize the risk of any duplication of services. Gray Reed will coordinate with Simpson Thacher, Quinn Emanuel, and any other counsel the Debtor retains in this chapter 11 case to minimize the risk that the legal services provided by each firm are duplicative. More specifically, Gray Reed will primarily provide the following services for its engagement in this chapter 11 case as local counsel to the Debtor:

- a) provide legal advice and services regarding local rules, practices, and procedures, including Fifth Circuit law;
- b) provide certain services in connection with the administration of the chapter 11 case, including preparing agendas, hearing notices, witness and exhibit lists, and hearing binders of documents and pleadings;
- c) review and comment on proposed drafts of pleadings to be filed with the Court;
- d) at the request of the Debtor, appear in Court, at any meeting with the United States Trustee for the Southern District of Texas (the “U.S. Trustee”), and

² The Independent Special Committee of the Board of Directors of the Debtor (the “Independent Committee”) has been delegated power and authority in connection with any matter in which a conflict of interest exists or is reasonably likely to exist between the Debtor and its directors, managers, officers, equityholders, employees, affiliates, or former advisors or agents (but excluding the Debtor’s direct and indirect subsidiaries) (any such matter, a “Conflict Matter”).

any meeting of creditors at any given time on behalf of the Debtor as its local co-counsel;

- e) perform all other services assigned by the Debtor to Gray Reed as co-counsel; and
- f) provide independent counsel to the Debtor.

Professional Compensation

12. As set forth in the Brookner Declaration, Gray Reed intends to (a) charge for its legal services on an hourly basis and (b) seek reimbursement of actual and necessary out-of-pocket expenses, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court.

13. Gray Reed's current customary hourly rates generally range from \$425.00 to \$1,095.00 per hour for attorneys and \$75.00 to \$425.00 per hour for paraprofessionals. Hourly rates are periodically adjusted in the normal course of Gray Reed's business, typically on an annual basis. The professionals and paraprofessionals primarily responsible for this engagement and their respective standard hourly rates are as follows.

Name	Title	Rate
Jason S. Brookner	Partner	\$1,095.00
Aaron M. Kaufman	Partner	\$935.00
Lydia R. Webb	Partner	\$875.00
Emily F. Shanks	Associate	\$655.00
Veronica Salazar	Paralegal	\$425.00

These persons will be assisted by other professionals and paraprofessionals at Gray Reed as necessary.

14. Gray Reed's hourly rates are set at a level designed to compensate Gray Reed fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned and are subject to periodic

adjustments to reflect economic and other conditions. These hourly rates are consistent with the rates that Gray Reed charges other non-bankruptcy and chapter 11 clients, regardless of the location of the chapter 11 case. Moreover, the rate structure is appropriate and not significantly different from (a) the rates Gray Reed charges for other similar types of representations or (b) the rates other comparable counsel would charge to do substantially similar work.

15. It is Gray Reed's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Gray Reed's policy to charge its clients only the amounts actually incurred by Gray Reed in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

16. Pursuant to Bankruptcy Rule 2016(b), Gray Reed has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than the partners, associates, and counsel associated with Gray Reed or (b) any compensation another person or party has received or may receive, other than permitted pursuant to section 504 of the Bankruptcy Code. Gray Reed's proposed engagement is not prohibited by Bankruptcy Rule 5002.

Compensation Received by Gray Reed From the Debtor

17. Prior to the Petition Date, Gray Reed received a retainer in the aggregate amount of \$75,000.00 (the "Retainer"). Gray Reed drew against the Retainer for fees and expenses incurred prior to the Petition Date in the amount of \$10,951.00.

18. As of the Petition Date, Gray Reed held, and continues to hold today, \$64,049.00 as a retainer for postpetition services. Gray Reed will not draw on the remaining Retainer balance without application to the Court for allowance of compensation and reimbursement of expenses in

accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and Orders of this Court.

Gray Reed's Disinterestedness

19. To the best of the Debtor's knowledge, and as disclosed herein and in the Brookner Declaration, (a) Gray Reed is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtor's estate and (b) Gray Reed has no connection to the Debtor, its creditors, or other parties in interest, except as may be disclosed in the Brookner Declaration.

20. Gray Reed will review its files periodically during the pendency of this chapter 11 case to ensure no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Gray Reed will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Basis for Relief

21. The Debtor seeks to retain Gray Reed as co-counsel pursuant to section 327(a) of the Bankruptcy Code, which provides that the Debtor, subject to Court approval:

may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [Debtor] in carrying out the [Debtor]'s duties under this title.

11 U.S.C. § 327(a).

22. In turn, Bankruptcy Rule 2014(a) requires that an application for retention include:

specific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with

the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

23. The Debtor submits that for all the reasons stated above and in the Brookner Declaration, the employment of Gray Reed as co-counsel to the Debtor is warranted. Further, as stated in the Brookner Declaration, Gray Reed is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by 327(a) of the Bankruptcy Code, does not hold or represent an interest adverse to the Debtor’s estate, and has no connection to the Debtor, its creditors, or other parties in interest, except as may be disclosed in the Brookner Declaration.

Notice

24. The Debtor will provide notice of this Motion to the following parties or their counsel: (a) the U.S. Trustee for the Southern District of Texas; (b) the holders of the three largest unsecured claims against the Debtor;³ (c) the United States Attorney’s Office for the Southern District of Texas; (d) the Internal Revenue Service; (e) the state attorneys general for states in which the Debtor conducts business; (f) Opportunity Agro Fundo de Investimento em Participações Multiestratégia Investimento no Exterior, a shareholder of the Debtor; (g) HPX Capital Partners LLC, a shareholder of the Debtor; (h) Davis Polk & Wardwell LLP, counsel to an ad hoc group of holders of notes issued by the Debtor; (i) The Bank of New York Mellon, indenture trustee for the series’ of notes issued by the Debtor; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtor submits that no other or further notice is needed.

³ As disclosed in Debtor’s *List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* [Docket No. 14], the Debtor is only aware of three such creditors.

WHEREFORE, the Debtor respectfully requests entry of the Order, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

[Remainder of page intentionally left blank]

Respectfully submitted this 19th day of November, 2025

GRAY REED

By: /s/ Jason S. Brookner

Jason S. Brookner

Texas Bar No. 24033684

Lydia R. Webb

Texas Bar No. 24083758

1300 Post Oak Blvd., Suite 2000

Houston, Texas 77056

Telephone: (713) 986-7000

Facsimile: (713) 986-7100

Email: jbrookner@grayreed.com

lwebb@grayreed.com

- and -

SIMPSON THACHER & BARTLETT LLP

David R. Zylberberg (admitted *pro hac vice*)

Nicholas E. Baker (admitted *pro hac vice*)

Moshe A. Fink (admitted *pro hac vice*)

Zachary J. Weiner (admitted *pro hac vice*)

425 Lexington Avenue

New York, New York 10016

Telephone: (212) 455-2000

Facsimile: (212) 455-2502

Email: david.zylberberg@stblaw.com

nbaker@stblaw.com

moshe.fink@stblaw.com

zachary.weiner@stblaw.com

*Proposed Co-Counsel to the Debtor and
Debtor in Possession*

Certificate of Service

The undersigned hereby certifies that on the 19th day of November, 2025, he caused a true and correct copy of the foregoing document by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jason S. Brookner

Jason S. Brookner

Exhibit A

Brookner Declaration

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

In re:

AMBIPAR EMERGENCY RESPONSE,

Debtor.¹

)
) Chapter 11
)

) Case No. 25-90524 (ARP)
)
)
)

**DECLARATION OF JASON S. BROOKNER IN SUPPORT
OF THE DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT OF GRAY REED AS CO-COUNSEL TO THE
DEBTOR AND DEBTOR IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

Jason S. Brookner declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am a partner in the law firm of Gray Reed (the "Firm"). Gray Reed maintains offices in Dallas, Houston, and Waco, Texas. With approximately 150 attorneys, the Firm provides a full range of legal services to clients throughout Texas and the United States.

2. I am the lead attorney from Gray Reed working on the above-captioned chapter 11 case. I am a member in good standing of the State Bar of Texas, and I have been admitted to practice in the United States Bankruptcy Court for the Southern District of Texas. There are no disciplinary proceedings pending against me.

3. I submit this declaration ("Declaration") in support of the *Debtor's Application for Entry of an Order Authorizing the Employment of Gray Reed as Co-Counsel to the Debtor and Debtor in Possession, Effective as of the Petition Date* (the "Application"),² and to provide the disclosures required under Fed. R. Bankr. P. 2014(a).

¹ The last four digits of the Debtor's taxpayer identification number are 0263. The Debtor's address is 2346 Avenida Angelica, 5th Floor, São Paulo, SP, 01228-200, Brazil.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

4. I have personal knowledge of the facts set forth herein unless otherwise indicated. To the extent any information disclosed herein requires amendment or modification, I will submit a supplemental declaration.

5. Neither I, Gray Reed, nor any lawyer at the Firm represents any party in interest (or its attorneys or accountants) other than the Debtor in connection with the above-captioned chapter 11 case.

6. As set forth below, Gray Reed may have in the past and may in the future represent entities that are creditors or interest holders of the Debtor in matters unrelated to this chapter 11 case. Gray Reed will not represent any of these parties in connection with the Debtor's chapter 11 case. Gray Reed will only represent the Debtor in connection with this case.

Gray Reed's Qualifications

7. The Debtor has determined that the retention of co-counsel is necessary to the successful administration of this chapter 11 case and that Gray Reed's employment would be in the best interest of its estate. Gray Reed has extensive experience in and knowledge of debtors' protections, creditors' rights, and complex proceedings under chapter 11 of the Bankruptcy Code. Gray Reed's complex chapter 11 experience, as well as its extensive practice before this Court and knowledge of the Local Rules and practices, make it substantively and geographically ideal to efficiently serve the needs of the Debtor. Gray Reed regularly represents chapter 11 debtors in the Southern District of Texas and throughout Texas and is thus well qualified by its expertise and experience to serve as co-counsel to the Debtor in this proceeding.

8. In preparing for its representation of the Debtor in this chapter 11 case, Gray Reed has become familiar with the Debtor's business and many of the potential legal issues that may

arise in the context of this chapter 11 case. The Debtor believes Gray Reed is well qualified to represent the Debtor in this chapter 11 case in an efficient and timely manner.

Services to be Provided

25. By separate application filed contemporaneously herewith, the Debtor has requested that this Court approve the retention of Simpson Thacher & Bartlett LLP (“Simpson Thacher”) as lead counsel for the Debtor. Further, the Debtor, on behalf of the Independent Committee, will be seeking retention of Quinn Emanuel Urquhart & Sullivan (“Quinn Emanuel”) as counsel to the Independent Committee with respect to Conflict Matters.³ Gray Reed, Simpson Thacher, and Quinn Emanuel each will have distinct and well-defined roles, designed to minimize the risk of any duplication of services. Gray Reed will coordinate with Simpson Thacher, Quinn Emanuel, and any other counsel the Debtor retains in this chapter 11 case to minimize the risk that the legal services provided by each firm are duplicative. More specifically, Gray Reed will primarily provide the following services for its engagement in this chapter 11 case as local counsel to the Debtor:

- g) provide legal advice and services regarding local rules, practices, and procedures, including Fifth Circuit law;
- h) provide certain services in connection with the administration of the chapter 11 case, including preparing agendas, hearing notices, witness and exhibit lists, and hearing binders of documents and pleadings;
- i) review and comment on proposed drafts of pleadings to be filed with the Court;
- j) at the request of the Debtor, appear in Court, at any meeting with the United States Trustee for the Southern District of Texas (the “U.S. Trustee”), and

³ The Independent Special Committee of the Board of Directors of the Debtor (the “Independent Committee”) has been delegated power and authority in connection with any matter in which a conflict of interest exists or is reasonably likely to exist between the Debtor and its directors, managers, officers, equityholders, employees, affiliates, or former advisors or agents (but excluding the Debtor’s direct and indirect subsidiaries) (any such matter, a “Conflict Matter”).

any meeting of creditors at any given time on behalf of the Debtor as its local co-counsel;

- k) perform all other services assigned by the Debtor to Gray Reed as co-counsel; and
- l) provide independent counsel to the Debtor.

Professional Compensation

9. Gray Reed intends to (a) charge for its legal services on an hourly basis as described below and (b) seek reimbursement of actual and necessary out-of-pocket expenses, subject to this Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court.

10. Gray Reed's current customary hourly rates generally range from \$425.00 to \$1,095.00 per hour for attorneys and \$75.00 to \$425.00 per hour for paraprofessionals. Hourly rates are periodically adjusted in the normal course of Gray Reed's business, typically on an annual basis. The professionals and paraprofessionals primarily responsible for this engagement and their respective standard hourly rates are as follows.

Name	Title	Rate
Jason S. Brookner	Partner	\$1,095.00
Aaron M. Kaufman	Partner	\$935.00
Lydia R. Webb	Partner	\$875.00
Emily F. Shanks	Associate	\$655.00
Veronica Salazar	Paralegal	\$425.00

These persons will be assisted by other professionals and paraprofessionals at Gray Reed as necessary.

11. Gray Reed's hourly rates are set at a level designed to compensate Gray Reed fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned and are subject to periodic adjustments to reflect economic and other conditions. These hourly rates are consistent with the

rates that Gray Reed charges other nonbankruptcy and chapter 11 clients, regardless of the location of the chapter 11 case. Moreover, the rate structure is appropriate and not significantly different from (a) the rates Gray Reed charges for other similar types of representations or (b) the rates other comparable counsel would charge to do substantially similar work.

12. It is Gray Reed's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Gray Reed's policy to charge its clients only the amount actually incurred by Gray Reed in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

13. Pursuant to Bankruptcy Rule 2016(b), Gray Reed has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than the partners, associates, and counsel associated with Gray Reed or (b) any compensation another person or party has received or may receive, other than as permitted pursuant to section 504 of the Bankruptcy Code. The proposed engagement is not prohibited by Bankruptcy Rule 5002.

Compensation Received by Gray Reed from the Debtor

14. Prior to the Petition Date, Gray Reed received a retainer in the aggregate amount of \$75,000.00 (the "Retainer"). Gray Reed drew against the Retainer for fees and expenses incurred prior to the Petition Date in the amount of \$10,951.00.

15. As of the Petition Date, Gray Reed held, and continues to hold today, \$64,049.00 as a retainer for postpetition services. Gray Reed will not draw on the remaining Retainer balance without application to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and Orders of this Court.

Gray Reed's Disinterestedness

16. To the best of my knowledge, (a) Gray Reed is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtor’s estate and (b) Gray Reed has no connection to the Debtor, its creditors, or other parties in interest, except as may be disclosed herein.

17. In connection with its proposed retention by the Debtor in this chapter 11 case, Gray Reed undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtor or its estate. Specifically, Gray Reed obtained from the Debtor and its representatives the names of individuals and entities that may be parties in interest in this chapter 11 case (the “Potential Parties in Interest”) and such parties are listed on **Schedule 1** hereto. In preparing this Declaration, either I or someone under my supervision and direction searched Gray Reed’s client database to determine whether Gray Reed had any relationships with the groups of persons and entities listed on **Schedule 1**. To the extent that I have been able to ascertain that Gray Reed has a relationship with any Potential Parties in Interest in matters unrelated to the case, such facts are disclosed herein or on **Schedule 2** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of this chapter 11 case. Accordingly, Gray Reed will update this Declaration as necessary if Gray Reed becomes aware of additional material information.

18. Gray Reed and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, individuals or entities that may be parties in interest in this chapter 11 case in connection with matters unrelated (except as otherwise disclosed herein) to the Debtor and this chapter 11 case.

19. From time to time, Gray Reed may have referred, and may in the future refer, work to other professionals who may be retained in this chapter 11 case. Likewise, certain such professionals may have referred, and may in the future refer, work to Gray Reed.

20. Certain of Gray Reed's partners and associates have in the past, may currently, and likely in the future will, present on or coordinate panels, co-author articles, attend conferences, and/or participate as members of professional organizations with persons employed in the Office of the U.S. Trustee or serving on the U.S. Bankruptcy Court for the Southern District of Texas.

21. Listed on **Schedule 2** to this Declaration are the results of Gray Reed's conflicts searches of the entities listed on **Schedule 1**. For the avoidance of doubt, Gray Reed will not commence a cause of action in this chapter 11 case against the entities listed on **Schedule 2** that are current clients of Gray Reed unless Gray Reed has an applicable waiver on file or first receives a waiver from such entity allowing Gray Reed to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity, and it is necessary for the Debtor to commence an action against that entity, the Debtor will undertake to identify and appoint conflicts counsel.

22. Additionally, unless specifically set forth on **Schedule 2**, to date Gray Reed has not represented any of the Debtor's creditors or other entities in connection with such creditors' claims or interests in or against the Debtor or this chapter 11 case. To the extent that Gray Reed discovers errors in **Schedule 2** or new representations arise, Gray Reed will amend **Schedule 2**. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Gray Reed is not disqualified from acting as the Debtor's counsel merely because it represents or may have represented certain of the Debtor's creditors or other entities that may be parties in interest in matters unrelated to this chapter 11 case.

23. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Gray Reed, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtor, its creditors, or any other parties in interest, their respective attorneys and accountants, the Office of the United States Trustee for the Southern District of Texas, any person employed in the Office of the U.S. Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Southern District of Texas, except as disclosed or otherwise described herein.

24. Gray Reed will review its files periodically during the pendency of this chapter 11 case to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Gray Reed will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Statement Regarding U.S. Trustee Guidelines

25. Gray Reed will apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtor's chapter 11 case in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Gray Reed intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures, both in connection with this application and the interim and final fee applications to be filed by Gray Reed in this chapter 11 case.

26. The following is provided in response to the request for additional information set forth in paragraph D.1 of the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*:

Question: Did the Firm agree to any variations from, or alternatives to, the Firm's standard or customary billing arrangements for this engagement?

Answer: No.

Question: Do any of the Firm professionals included in this engagement vary their rate based on the geographical location of the Debtor's chapter 11 case?

Answer: No. The hourly rates used by Gray Reed in representing the Debtor are consistent with the rates that Gray Reed charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

Question: If the Firm has represented the Debtor in the 12 months prepetition, disclose the Firm's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Gray Reed represented the Debtor during the days immediately prior to the Petition Date, using the same hourly rates as disclosed herein, and such rates have not changed postpetition.

Question: Has the Debtor approved the Firm's prospective budget and staffing plan, and if so, for what budget period?

Answer: Gray Reed has provided a good faith estimate of its expected fees and expenses during the course of this chapter 11 case, along with the staffing plan outlined in the Application.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: November 19, 2025

/s/ Jason S. Brookner

Jason S. Brookner

Schedule 1

List of Entities Searched

Interested Parties List

Debtor:

Ambipar Emergency Response

Lenders

Itaú

Noteholders¹

Aegon USA Investment Management LLC
 AllianceBernstein LP
 Arkaim Advisors Ltd.
 AXA Investment Managers UK Limited
 Bank Julius Baer & Co. Ltd.
 Bank Julius Baer & Co. Ltd. (Investment Management)
 Banque Pictet & Cie SA
 BlackRock Fund Advisors
 Capital Research & Management Co.
 Deutsche Bank AG
 Fidelity Investments LLC
 Franklin Templeton Investment Management Ltd.
 Global Evolution Asset Management A/S
 Goldman Sachs Asset Management International
 Goldman Sachs International
 Interactive Brokers LLC
 M&G Plc
 Manulife Investment Management (US) LLC
 MFS Investment Management
 Morgan Stanley Wealth Management
 Neuberger Berman Investment Advisers LLC
 Ninety One UK Ltd
 Pioneer Investments
 RBC Global Asset Management (U.S.) Inc.
 Schroder Investment Management Ltd.
 Signal Capital Partners Limited
 SSGA Funds Management, Inc.
 Standard Chartered Bank
 Vontobel Asset Management AG
 Wellington Management Co. LLP

Indenture Trustee:

The Bank of New York Mellon
 Deutsche Bank S.A. – German Bank

Bankruptcy Judges:

Judge Marvin Isgur
 Judge Christopher M. Lopez
 Judge Jeffrey P. Norman
 Chief Judge Eduardo V. Rodriguez
 Judge Alfredo R. Pérez

US Trustee Personnel and Court Staff:

Alonzo, Albert
 Bray, Peter
 Bryan, Christina
 Barcomb, Alicia
 Caluza, Alethea
 Castro, Ana
 Chapman, E'lon B.
 Chavez, Jeannie
 Chilton, Samantha
 Conrad, Tracy
 Cox, S. Michele
 Do, LinhThu
 Duran, Hector
 Epstein, Kevin M.
 Felchak, Carol
 Garza, Vianey
 Gerhard, Ivette
 Goodwin, Valerie
 Henault, Brian
 Ho, Yvonne
 Holden, Shannon
 House, Akeita
 Isgur, Marvin
 Jackson, Aaron
 Jimenez, Andrew
 Johnson-Davis, Luci
 Jones, Shannon
 Laws, Tyler
 Lila, Yesenia
 Lopez, Christopher M.

¹ Reflects holders of 1% or greater of each of the 2031 Green Notes and 2033 Green Notes

US Trustee Personnel and Court Staff Cont'd:

Marchand, Jason
 Martinez, Zilde
 Morgan-Faircloth, Melissa
 Motton, Linda
 Nguyen, Ha
 Norman, Jeffrey P.
 Otto, Glenn
 Palermo, Dena Hanovice
 Rios, Mario
 Rivera, Yasmine
 Rodriguez, Eduardo V.
 Roy, Casey
 Ruff, Jayson B.
 Saldana, Rosario
 Samko-Yu, Alina
 Sheldon, Sam S.
 Sall, Millie Aponte
 Schmidt, Patricia
 Simmons, Christy
 Smith, Gwen
 Stephen Statham
 Thomas-Anderson, Sierra
 Travis, Christopher R.
 Warda, Samantha
 Waxton, Clarissa
 Whitehurst, Steven
 Whitworth, Jana

Non-Debtor Affiliates:

Ambipar Participações e Empreendimentos S.A.
 Enviromental ESG Participações S.A.
 Ambipar Environmental Nordeste S.A.
 Ambipar Eco Products S.A.
 Ambipar Logistics Ltda
 Universo Ambipar Serviços, Comércio e Consultoria S.A.
 Holding Ambipar Environment Latam S.A.
 Ambipar Holding Chile SpA
 Ambipar Environment Water Solutions Ltda
 Ambipar Environmental Centroeste S.A.
 Ambipar Environmental Machines S.A.
 Drypol Ambipar Environmental Pet Solutions S.A.
 Boomera Ambipar Gestão Ambiental S.A.
 Ambipar Environmental Suprema Industrial Solutions S.A.
 Ambipar Worforce Solution Mão de Obra Temporária Ltda

Non-Debtor Affiliates Cont'd:

Ambipar Environmental Mining Ltda.
 Ambipar Environmental Solutions – Soluções Ambientais Ltda
 Biofilica Ambipar Environmental Investments S/A
 Ambipar Environmental Glass Cullet Recycling SP Ltda.
 Ambipar ESG Brasil S/A
 Ambipar Environment Water Solutions Açú S.A.
 Ambipar Environment Economia Circular Nordeste S.A.
 Ambipar Environment Circular Economy RM S.A.
 Decarbon Environmental ESG Participações Ltda
 Alphenz Indústria e Serviços Ltda.
 Mecbrun Industria e Comércio Ltda
 Fundação Magma Ltda
 Ambipar Environmental Nordeste Ltda
 Ambipar ESG Oil Recovery NE S.A.
 Ambipar Environment Waste Management AL S/A
 Ambipar Environment Chile Limitada
 Ambipar Chile Servicios Integrales Limitada
 Ambipar Servicios de Valorizacion Ltda
 Servicios Ambientales S.A.
 Gestión de Servicios Ambientales S.A.
 Ambipar Environment Paraguay S.A.
 Ecofibras S.A.
 AmbiparRecynor SpA
 Ecopositiva S.A.S E.S.P
 Suministros Ambientales S.A.S.
 Green Waste S.A.S
 Zerocorp SpA
 Sociedad Agrocorp Chile SpA
 Ambipar Environment Pós Consumo Ltda
 Ambipar Environment Residential Collection S/A
 Ambipar Environment Circular Economy FPI S.A.
 Ambipar Environment Maus Ltda
 Ambipar Facilities Ltda
 Ambipar Environment Waste Management Sul Ltda
 Ambipar Environment Waste Logistics Ltda
 Ambipar Environment Cullet Reciclyng Brasil S.A.
 Ambipar Green Tech Ltda
 Ambipar Compliance Solutions S.A.
 Ambipar Certification Ltda
 Ambipar ESG Risk Management Ltda

Non-Debtor Affiliates Cont'd:

Ambipar Environment Circular Economy NE Ltda
 Ambipar Environmental Reverse Manufacturing S.A.
 Mecanotecnica German Ltda
 Transareia Locação e Serviços Ltda
 Ambipar Health Waste Services S.A.
 Ambipar Waste to Energy S.A.
 Ambipar Environment Peru S.A.C.
 Ecochevere S.A.S E.S.P
 Ambipar Environmental Viraser S/A
 Ambipar CBL Indústria e Comércio de Manufaturados S/A
 Ambipar Environment Circular Economy FPI Paraná Ltda
 Ambipar Compliance Chile SpA
 Ambipar Environmental Green Tire Ambiental Ltda
 Ambipar Environmental Ecoparque S.A.
 RPP Resinas Termoplasticas Ltda
 Ambipar Participações e Empreendimentos S.A.
 Emergência Participações S.A.
 Ambipar Response S.A.
 Ambipar Response Insurance Atend. A Seguros Ltda
 Ambipar Response ES S.A.
 Ambipar Response Dracares Apoio Maritimo E Portuario S/A
 Ambipar Response Chile S.A.
 Ambipar Response Chile SpA
 Ambipar Holdings (UK) Limited
 RG Response S.A.
 Ambipar Response Participações Brasil Ltda.
 Ambipar Response Tank Cleaning S/A
 Ambipar Flyone Serviço Aéreo Especializado, Comércio e Serviço S.A.
 JM Serviços Integrados S/A
 Ambipar Holding USA, Inc.
 Ambipar Response Emergency Medical Services R S/A
 Ambipar Response Emergency Medical Services H S/A
 Ambipar Response Emergency Medical Services S S/A
 Ambipar Holding Canada
 Ambipar Response Environmental Services Ltda
 Ambipar Response Geociências Ltda
 Ambipar Response Analytical S/A.
 Ambipar Response Fauna e Flora Ltda.

Non-Debtor Affiliates Cont'd:

Ambipar Response Environmental Consulting Offshore S/A
 Ambipar Response Environmental Remediation Ltda
 Ambipar Response Marine S/A
 Ambipar Response Maritime Services PDA S/A
 Ambipar Response Training S.A.
 Ambipar Response México Sociedade de Responsabilidad Limitada de Capital Variable
 Ambipar Response Peru S.A.C.
 Ambipar Uruguay S.A.
 Ambipar Response Colombia S.A.S.
 Suatrans Colombia S.A.S
 Ambipar Response Servicios Mineros e Integrales S.A.
 Ambipar Response Limited (UK)
 Groco 404 Limited (UK)
 Ambipar Holding Ireland Limited
 Fênix Emergências Ambientais Ltda
 Ambipar C-Safety Comércio, Industria e Serviços Ltda
 Ambipar Response Industrial Robot S.A.
 Ambipar Response Industrial Services S/A
 Ambipar Response Industrial Angola, LDA
 Terra Drone Brasil Serviços de Engenharia Ltda
 Ambipar Response Texas, LLC
 Ambipar Response Florida, LLC
 Ambipar Response Alabama, LLC
 Ambipar Response Colorado, Inc.
 Ambipar Response EMS, Inc.
 Ambipar Response Northwest, Inc
 Ambipar Response PERS, LLC
 Ambipar Response Training Center ARTC Inc
 Witt O'Brien's LLC
 Ambipar Response Canada Inc
 DFA Contracting Ltd
 Ambipar Response Industrial Services Canada Inc
 Ambipar Response Emergency Services Canada F Inc.
 Ambipar Response Environmental Services Chile SPA
 RMC2 Soluções Ambientais Ltda
 Ambipar Howells Consultancy Limited (UK)
 Ambipar Response Limited (Irlanda)
 Ambipar Site Services Limited
 Ambipar Response Ireland Limited
 Witt O'Brien's PR LLC
 Witt O'Brien's USVI, LLC

Non-Debtor Affiliates Cont'd:

Witt O'Brien's Payroll Management LLC
 Navigate Response (Asia) Pte. Ltd
 Strategic Crisis Advisors LLC
 Navigate PR Ltd
 Navigate Response Limited
 Navigate Communications Pte. Ltd
 Witt O'Brien's Response Management, LLC
 Ambipar Response Industrial Services Canada G
 Inc
 Witt O'Brien's Insurance Services, LLC

Former Directors/Officers:

Pedro Petersen
 Izabel Cristina
 Andriotti Cruz de Oliveira
 Mariana Loyola Ferreira Sgarbi
 Rafael Espirito Santo
 Yuri Keiserman
 Fabio Castro
 Carlos Piani

Banks:

JPMorgan Chase Bank, N.A.

Professionals:

Alvarez & Marsal
 Davis Polk & Wardwell LLP
 FTI Consulting, Inc.
 Galdino Pimenta Takemi Ayoub Salgueiro e
 Rezende de Almeida Advogados
 Gray Reed & McGraw LLP
 Kurtzman Carson Consultants, LLC dba Verita
 Global
 Lefosse Advogados
 Linebarger Goggan Blair & Sampson, LLP
 Linklaters LLP
 Maples Group
 Norton Rose Fullbright US LLP
 Salomão Advogados
 Simpson Thacher & Bartlett LLP
 Skadden, Arps, Slate, Meagher & Flom LLP
 Walkers (Cayman) LLP

Auditors

BDO RCS Auditores Independentes Sociedade
 Simples Ltda

Tax Authorities:

Internal Revenue Service
 Tarrant County Tax Assessor

Government and Regulatory Authorities:

Securities & Exchange Commission
 Texas Attorney General
 US Department of Justice - Tax Division
 US Attorney Office, Southern District of Texas
 US Trustee for the Southern District of Texas
 (Houston Division)

Top Competitors:

ESTRELLA INTERNATIONAL ENERGY
 SERVICES LTD.
 HARSCO ENVIRONMENTAL
 ORIZON
 REPSOL EMERGENCIAS
 REPUBLIC SERVICES
 SECHÈ GROUP
 SOLVI
 SUEZ S.A.
 US ECOLOGY
 VEOLIA
 WASTE CONNECTIONS
 WASTE MANAGEMENT (WM)

Benefit Providers:

AMIL ASSISTÊNCIA MÉDICA
 INTERNACIONAL S/A
 ODONTOPREV S.A.
 BRADESCO VIDA E PROVIDÊNCIA S.A.
 UNIMED DO ESTADO DE SÃO PAULO
 FEDERAÇÃO ESTADUAL DAS
 COOPERATIVAS - FESP
 ALELO
 BEM MAIS GESTORA DE PLANOS DE
 BENEFÍCIOS (SINDBOMBEIROS/BA)
 Blue Cross Blue Shield of Texas
 Principle Financial Group
 Cigna
 Vision Service Plan (VSP)

Benefit Providers Cont'd:

WEX Health
 Prudential
 ComPsych/Guidance Resources
 ADP Retirement
 Lockton Dunning Benefits
 Legacy Retirement Plan Advisors
 Templeton Accounts & Advisors

Landlords & Lessors:

FUNDO DE INVESTIMENTO IMOBILIARIO
 - FII BM BRASCAN LAJES
 CORPORATIVAS
 PORTO DO AÇU OPERAÇÕES S.A
 Socios Services US Inc.
 City Centre 2 Partners
 CHG-MERIDIAN DO BRASIL LOCACAO DE
 EQUIPAMENTOS LTDA
 ADDIANTE S/A
 LOCALIZA RENT A CAR S/A
 MOVIDA PARTICIPAÇÕES S.A.
 HPE AUTOMOTORES DO BRASIL LTDA
 UNIDAS LOCAÇÕES E SERVIÇOS S.A

Litigation Parties:

TRANSPORTES LUFT LTDA.
 Aptim
 Allco
 Prime Universal
 Trudy Fenster
 A2B World Holdings

Insurance Providers:

Inigo Insurance
 CHUBB
 ALLIANZ SEGUROS
 JUNTO SEGUROS S.A.
 Willis Towers
 Zurich American Insurance Company
 Steadfast Insurance Company
 Federal Insurance Company
 National Fire Insurance Company of Hartford
 Coalition Inc.
 The Sovereign General Insurance Company
 Lloyds – 100% Lloyd's Syndicate Everest, 2786
 Lloyds – 50% Lloyd's Syndicate GIC, 1947
 50% Lloyds Syndicate 1414, Ascot

Insurance Providers Cont'd:

Liberty Mutual Insurance Company
 i3 Underwriting Services
 Lloyds – 100% Lloyd's Syndicate GIC, 1947
 Specialty Insurance Managers
 Boxx
 Victor Canada

Current Registered Equity Holders:

Ambipar Participações e Empreendimentos S.A
 Gannett Peek Limited
 HPX Capital Partners LLC
 Opportunity Agro Fundo de Investimento em
 Participacoes Multiestrategia Investimento No
 Exterior
 Tuchola Investments Inc.
 Wolney Edirley Goncalves Betiol

Current Directors/Officers:

Tércio Borlenghi Junior
 Guilherme Patini Borlenghi
 Alessandra Bessa Alves de Melo
 Marco Antonio Zanini
 Victor Almeida
 Thiago da Costa Silva
 Ricardo Chagas
 David Mack

Schedule 2

Disclosures of Relationships to Potential Parties in Interest

1. Gray Reed previously represented the Honorable Christopher M. López in an individual matter, before he took the bench in August, 2019. The matter was opened in 2012 and closed in 2014.

2. Gray Reed has in the past represented, currently represents, and may in the future represent, the following potential parties in interest in matters unrelated to the Debtor's chapter 11 case. Gray Reed has not and will not represent the following potential parties in interest in any matter connected to the Debtor's chapter 11 case.

- CHUBB
- Cigna
- Deutsche Bank AG
- JP Morgan Chase Bank, N.A.
- Prudential
- Republic Services
- Waste Management
- Wellington Management Co. LLP

Exhibit B

Silva Declaration

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

In re:

AMBIPAR EMERGENCY RESPONSE,

Debtor.¹

)
) Chapter 11
)

) Case No. 25-90524 (ARP)
)
)
)

**DECLARATION OF THIAGO DA COSTA SILVA IN SUPPORT
OF THE DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT OF GRAY REED AS CO-COUNSEL TO THE
DEBTOR AND DEBTOR IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

Thiago da Costa Silva declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am a director of Ambipar Emergency Response, the above-captioned debtor and debtor in possession (the "Debtor").

2. I submit this Declaration in support of the *Debtor's Application for Entry of an Order Authorizing the Employment of Gray Reed as Co-Counsel to the Debtor and Debtor in Possession, Effective as of the Petition Date* (the "Application").

3. I have personal knowledge of the facts set forth herein unless otherwise indicated.

4. I believe that Gray Reed is substantively and geographically ideal to efficiently serve the needs of the Debtor and well-qualified to serve as co-counsel to the Debtor in this proceeding.

5. In my capacity as a Director, I am, or someone under my supervision is, responsible for supervising outside counsel retained by the Debtor and monitoring and controlling legal costs.

¹ The last four digits of the Debtor's taxpayer identification number are 0263. The Debtor's address is 2346 Avenida Angelica, 5th Floor, São Paulo, SP, 01228-200, Brazil.

Gray Reed has informed the Debtor that its rates for bankruptcy representations are comparable to the rates Gray Reed charges for non-bankruptcy representations. I am also responsible for reviewing the statements regularly submitted by Gray Reed and can confirm that the rates Gray Reed charged the Debtor in the prepetition period are the same as the rates Gray Reed will charge the Debtor in the postpetition period. I believe that Gray Reed's billing rates and terms are comparable or better than those charged by similarly skilled professionals.

6. The Debtor recognizes that it is its responsibility to closely monitor the billing practices of its counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtor's expectations and the exigencies of the chapter 11 case. The Debtor will continue to review the statements that Gray Reed regularly submits.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: November 19, 2025

/s/ Thiago da Costa Silva

Thiago da Costa Silva
Director

Exhibit C

Proposed Order

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

In re:

AMBIPAR EMERGENCY RESPONSE,

Debtor.¹

)
) Chapter 11
)

) Case No. 25-90524 (ARP)
)
)

**ORDER AUTHORIZING THE EMPLOYMENT OF
GRAY REED AS CO-COUNSEL TO THE DEBTOR AND
DEBTOR IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the above-captioned debtor and debtor in possession (the “Debtor”) for entry of an order (this “Order”): (a) authorizing the Debtor to employ Gray Reed as co-counsel, effective as of the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rules 2014-1 and 2016-1 of the *Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of Texas* (the “Local Rules”) and Section R of the *Procedures for Complex Cases in the Southern District of Texas* (the “Complex Case Procedures”), and (b) granting related relief; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtor’s notice of the

¹ The last four digits of the Debtor’s taxpayer identification number are 0263. The Debtor’s address is 2346 Avenida Angelica, 5th Floor, São Paulo, SP, 01228-200, Brazil.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and supporting declarations; and the Court having found, based on the representations made in the Application and in the Brookner Declaration, that (a) Gray Reed does not hold or represent an interest adverse to the Debtor's estate and (b) Gray Reed is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and it appearing that the relief requested in the Application is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and the Court having found that the requirements of the Local Rules are satisfied by the contents of the Application; and the Court having determined that the legal and factual bases set forth in the Application and the record of the hearing on such application, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Application is granted as set forth herein.
2. The Debtor is authorized to retain Gray Reed as co-counsel, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Application.
3. Gray Reed shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtor's chapter 11 case in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, the U.S. Trustee Guidelines, and any other applicable procedures and orders of the Court. Gray Reed shall also make a reasonable effort to comply with the U.S. Trustee's requests for information, both in connection with the Application and the interim and final fee applications to be filed by Gray Reed in this chapter 11 case.

4. For billing purposes, Gray Reed shall keep its time in one tenth (1/10) of an hour increments. Gray Reed shall use reasonable efforts to avoid any duplication of services provided by any of the Debtor's other retained professionals in this chapter 11 case.

5. Notwithstanding anything to the contrary in the Application or the Brookner Declaration, Gray Reed shall not be entitled to reimbursement for fees and expenses in connection with any objection to its fees, without further order of the Court.

6. Gray Reed shall provide ten business days' notice to the Debtor, the U.S. Trustee, and any statutory committee appointed in this chapter 11 case before any increases in the rates set forth in the Application are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

7. Gray Reed shall review its files periodically during the pendency of this chapter 11 case to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Gray Reed will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a). If any supplemental connections are disclosed by Gray Reed through one or more supplemental declarations, any objections to the continued retention of Gray Reed as Debtor's counsel shall be due within 21 days after the filing and serving of each supplemental disclosure. Absent any objections, the employment of Debtor's counsel shall continue as authorized without further order, pursuant to this Order.

8. The Debtor and Gray Reed are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

9. To the extent the Application or the supporting declarations are inconsistent with this Order, the terms of this Order shall govern.

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

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

Signed: _____, 2025

Alfredo R. Perez
United States Bankruptcy Judge

Submitted by:

Jason S. Brookner (TX Bar No. 24033684)

Lydia R. Webb (TX Bar No. 24083758)

GRAY REED

1300 Post Oak Blvd., Suite 2000

Houston, Texas 77056

Telephone: (713) 986-7000

Facsimile: (713) 986-7100

Email: jbrookner@grayreed.com
lwebb@grayreed.com

- and -

David R. Zylberberg (admitted *pro hac vice*)

Nicholas E. Baker (admitted *pro hac vice*)

Moshe A. Fink (admitted *pro hac vice*)

Rachael Foust (admitted *pro hac vice*)

Zachary J. Weiner (admitted *pro hac vice*)

SIMPSON THACHER & BARTLETT LLP

425 Lexington Avenue

New York, New York 10016

Telephone: (212) 455-2000

Facsimile: (212) 455-2502

Email: david.zylberberg@stblaw.com
nbaker@stblaw.com
moshe.fink@stblaw.com
rachael.foust@stblaw.com
zachary.weiner@stblaw.com

*Proposed Co-Counsel for the Debtor and Debtor
in Possession*