

**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 ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF QUINN EMANUEL
URQUHART & SULLIVAN, LLP AS COUNSEL TO THE INDEPENDENT
SPECIAL COMMITTEE OF THE BOARD OF DIRECTORS OF THE DEBTOR**

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 submits this Application for Order Authorizing the Retention and Employment of Quinn Emanuel Urquhart & Sullivan, LLP as counsel to the Independent Special Committee of the Board of Directors of the Debtor (the “Application”) pursuant to sections 327(a), 328(a), and 330 of title 11 of the United States Code, rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Local Rules”), and paragraph 47 of the Procedures

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.



for Complex Chapter 11 Cases in the Southern District of Texas (the “Complex Case Procedures”). In support of this Application, the Debtor submits the Declaration of David Mack (the “Mack Declaration”), attached hereto as Exhibit A and the Declaration of Benjamin Finestone (the “Finestone Declaration”), attached hereto as Exhibit B.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (O). Venue of the Debtor’s chapter 11 case is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The relief requested in this Application is sought pursuant to 11 U.S.C. §§ 105, 327(a), 328(a), 503, 507, and 1107(a).

BACKGROUND

3. 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”). Founded in 1995, Ambipar is now a multinational global leader in recycling, waste management, and emergency response. Ambipar Topco is a Brazilian-domiciled public company, with shares currently listed on the B3 stock exchange in São Paulo, Brazil under the ticker symbol “AMBP3.”

4. The Debtor is a Cayman Island exempted company with limited liability. It is a holding company with no material operating assets. The Debtor is a public company, and its Class A common shares were listed on the NYSE American stock exchange in New York under the ticker symbol “AMBI.” The listing of the Class A common shares has been suspended and the shares are in the process of being delisted from the NYSE.

5. On October 20, 2025 (the “Petition Date”), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the Southern District of

Texas. Additional factual background information regarding the Debtor, its business operations, its capital and debt structures, and the events leading to the filing of the Debtor's chapter 11 case, is set forth in the Amended Declaration of Thiago da Costa Silva in Support of Chapter 11 Petition (the "First Day Declaration") (ECF No. 15).

6. On November 3, 2025, Quinn Emanuel was retained by David Mack, the Independent Director and Member of the Independent Special Committee, as counsel to represent the Independent Special Committee of the Board of Directors of Ambipar Emergency Response (the "Committee") in connection with (i) identifying and evaluating, all matters in which a conflict of interest exists or is reasonably likely to exist between Ambipar Emergency Response and certain related parties and (ii) an independent investigation of potential claims and causes of action that the Company may have against certain related parties.²

RELIEF REQUESTED

7. By this Application, and pursuant to sections 327(a), 328(a), and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Local Rules 2014-1 and 2016-1, and paragraph 47 of the Complex Case Procedures, the Debtor requests entry of an order approving the employment and retention of Quinn Emanuel as its counsel to represent the Independent Special Committee of the Board of Directors of Ambipar Emergency Response effective as of November 3, 2025.

SCOPE OF SERVICES

8. The Committee seeks to retain Quinn Emanuel because of Quinn Emanuel's recognized expertise and extensive experience and knowledge in practicing before bankruptcy

² The executed engagement letter (the "Engagement Letter") dated November 3, 2025, between David Mack and Robert A. Zink of Quinn Emanuel, is attached to the Finestone Declaration as **Exhibit 1**.

courts in large and complex chapter 11 cases. Quinn Emanuel will act at the sole direction of the Committee.

9. Quinn Emanuel and its partners have been retained by debtors as counsel or special counsel in bankruptcy cases across the nation, including: *In re ModivCare Inc.*, Case No. 25-90309 (Bankr. S.D. Tex. Oct. 20, 2025) (ARP), *In re Bittrex, Inc.*, Case No. 23-10597 (Bankr. D. Del. May 8, 2023) (BLS), *In re FTX Trading Ltd.*, Case No. 22-11068 (Bankr. D. Del. Nov. 11, 2022) (JTD), *In re Voyager Digital Holdings, Inc.*, Case No. 22-10943 (Bankr. S.D.N.Y. July 5, 2022) (MEW),), *In re Garrett Motion Inc.*, Case No. 20-12212 (Bankr. S.D.N.Y. Sept. 20, 2020) (MEW), *In re Ultra Petroleum Corp.*, Case No. 20-32631 (Bankr. S.D. Tex. May 14, 2020) (MI), *In re Avianca Holdings S.A.*, Case No. 20-11133 (Bankr. S.D.N.Y. May 10, 2020) (MG), *In re Alta Mesa Resources, Inc.*, Case No. 20-30218 (Bankr. S.D. Tex. Jan. 12, 2020) (MI), *In re Sanchez Energy Corp.*, No. 19-34508 (Bankr. S.D. Tex. Aug. 11, 2019) (MI), *In re Ditech Holding Corporation*, Case No. 19-10412 (Bankr. S.D.N.Y. Feb. 11, 2019) (JLG), *In re Toys “R” Us, Inc.*, Case No. 17-34665 (Bankr. E.D. Va. Sept. 18, 2017) (KLP), *In re China Fishery Group Limited (Cayman)*, Case No. 16-11895 (Bankr. S.D.N.Y. June 30, 2016) (JLG), *In re Peabody Energy Corporation*, Case No. 16-42529 (Bankr. E.D. Mo. Apr. 13, 2016) (BSS), *In re Buffets, Inc.*, Case No. 16-50557 (Bankr. W.D. Tex. Mar. 7, 2016) (RBK), *In re Alpha Natural Resources, Inc.*, Case No. 15-33896 (Bankr. E.D. Va. Aug. 3, 2015) (KRH), *In re RS Legacy Corpwroation f/k/a RadioShack Corporation*, Case No. 15-10197 (Bankr. D. Del. Feb. 5, 2015) (BLS), *In re FAH Liquidating Corporation f/k/a Fisker Automotive Holdings, Inc.*, Case No. 13-13087 (Bankr. D. Del. Nov. 22, 2013) (BLS), *In re Velo Holdings Inc.*, Case No. 12-11384 (Bankr. S.D.N.Y. Apr. 2, 2012) (MG), *In re New Stream Secured Capital Inc.*, Case No. 11-10753 (Bankr. D. Del. Mar. 13, 2011) (MFW), *In re Motors Liquidation Company, f/k/a General Motors Corporation*, Case

No.09-50026 (Bankr. S.D.N.Y. June 1, 2009) (MG), *In re Nortel Networks, Inc.*, Case No. 09-10138 (Bankr. D. Del. Jan. 14, 2009) (MW), *In re Lehman Brothers Holdings, Inc.*, Case No. 08-13555 (Bankr. S.D.N.Y. Sept. 15, 2008) (MG), *In re SemGroup, L.P.*, Case No. 08-11525 (Bankr. D. Del. July 22, 2008) (BLS), *In re American Home Mortgage Holdings, Inc.*, Case No. 07-11047 (Bankr. D. Del. Aug. 6, 2007) (CSS), *In re Refco Inc.*, Case No. 05-60006 (Bankr. S.D.N.Y. Oct. 17, 2005) (RDD), *In re DPH Holdings Corporation*, Case No. 05-44481 (Bankr. S.D.N.Y. Oct. 8, 2005) (RDD), *In re Tower Automotive, Inc.*, Case No. 05-10578 (Bankr. S.D.N.Y. Feb. 2, 2005) (ALG), *In re RCN Corporation*, Case No. 04-13638 (Bankr. S.D.N.Y. May 27, 2004) (RDD), *In re Mirant Corporation*, Case No. 03-46590 (Bankr. N.D. Tex. July 14, 2003) (DML), *In re Adelphia Communications Corporation*, Case No. 02-41729 (Bankr. S.D.N.Y. June 25, 2002) (SHL), *In re Enron Creditors Recovery Corporation*, Case No. 01-16034 (Bankr. S.D.N.Y. Dec. 2, 2001) (ALG), *In re Safety-Kleen Corporation*, Case No. 00-02303 (Bankr. D. Del. June 9, 2000) (PJW) and *Fruit of the Loom, Inc.*, Case No. 99-4497 (Bankr. D. Del. Dec. 29, 1999) (PJW), and in the Title III bankruptcy proceedings of the *Commonwealth of Puerto Rico* and *COFINA*.

10. Pursuant to the Engagement Letter, Quinn Emanuel has been engaged specifically to (i) identify and evaluate, all matters in which a conflict of interest exists or is reasonably likely to exist between Ambipar Emergency Response and certain related parties and (ii) execute an independent investigation of potential claims and causes of action that the Company may have against certain related parties. Quinn Emanuel anticipates its representation will conclude when a plan of reorganization is confirmed or for any of the reasons stated in the Engagement Letter.

11. Pursuant to separate retention applications filed with this Court, the Debtor is seeking to retain Simpson Thatcher & Bartlett LLP (“STB”) as general bankruptcy counsel to the Debtor to conduct the chapter 11 case. Further, the Debtor is seeking retention of Gray Reed

(“Gray Reed”) as its Texas co-counsel. Quinn Emanuel will use best efforts to ensure the services rendered to the Committee are not be duplicative of work performed by STB, Gray Reed, or any other law firm retained by the Debtor and instead will be limited to the Committee’s investigation.

COMPENSATION

12. Quinn Emanuel agrees to serve as counsel and to receive compensation on an hourly basis, plus reimbursement of the actual and necessary expenses that it incurs, subject to the approval of this Court, in compliance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and/or any other orders of the Court. Quinn Emanuel will also make a reasonable effort to comply with the requests for information and additional disclosures as set forth in 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, effective November 1, 2013 (the “U.S. Trustee Guidelines”), both in connection with this Application and any applications for compensation and reimbursement of expenses to be filed by Quinn Emanuel in this chapter 11 case.

13. Quinn Emanuel’s fees are determined based on time billed at hourly rates. Quinn Emanuel’s hourly rates vary with the experience and seniority of its attorneys and paralegals, and are adjusted from time to time. Work is assigned among attorneys and other professionals so as to meet the Committee’s needs, including timing requirements, in an economically efficient manner. Quinn Emanuel has not varied from, or agreed to any alternatives to, its standard or customary billing arrangements for this engagement. Quinn Emanuel’s current hourly rates are set forth in the Finestone Declaration.

14. Expenses related to Quinn Emanuel’s services will be included in the monthly fee statements and quarterly fee applications and may include third-party disbursements, such as messenger charges, filing and recording fees, and other costs. Quinn Emanuel intends to bill such

expenses at cost. Certain other expenses, such as photocopying, computerized research, and long-distance tolls, will be billed in accordance with Quinn Emanuel's standard schedule of charges.

15. Quinn Emanuel's customary fees and expenses incurred in connection with this representation are to be paid out of the Debtor's estate. Quinn Emanuel will apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and any other applicable procedures and orders of the Court.

16. As described in the Mack Declaration, the Committee has reviewed and approved Quinn Emanuel's standard rate structure and determined that it is appropriate and comparable to (a) the rates that Quinn Emanuel charges for non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

17. In accordance with section 504 of the Bankruptcy Code, Quinn Emanuel has neither shared nor agreed to share (a) any compensation or reimbursement it has received or may receive with another person, other than the partners and associates associated with Quinn Emanuel or (b) any compensation or reimbursement another person has received or may receive.

18. Prior to any increases in Quinn Emanuel's hourly rates, Quinn Emanuel shall file a notice of rate increase with the Court and provide ten business days' notice to the Debtor, the U.S. Trustee, and the Creditors' Committee (if one is appointed), which notice shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtor has consented to such rate increases.³

³ Associate rates at Quinn Emanuel are based on years out of law school, so annually on September 1, such rates move up to the next higher-class rate on the Firm's rate schedule. These "class graduation" adjustments are not considered rate increases.

19. Quinn Emanuel will not charge a markup to the Debtor with respect to the fees billed by contract attorneys who are hired by Quinn Emanuel to provide services to the Debtor or the Committee and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

QUINN EMANUEL'S DISINTEREST

20. To the best of the Debtor's knowledge, and except as otherwise disclosed in the Finestone Declaration, the partners, counsel, and associates of Quinn Emanuel (a) do not have any connection with the Debtor, its affiliates, its creditors, any other party in interest, the U.S. Trustee, or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the Southern District of Texas or any person employed in the offices of the same; (b) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and (c) do not hold or represent any interest adverse to the Debtor's estate. The Debtor will utilize its bankruptcy counsel, STB and Gray Reed & McGraw LLP, as necessary, or retain separate conflicts counsel if no other retained firms are available for a particular matter.

BASIS FOR RELIEF

21. The Debtor seeks the retention and employment of Quinn Emanuel as their co-counsel pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay 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. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific 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 Mack Declaration and the Finestone Declaration, the retention and employment of Quinn Emanuel is necessary and in the best interest of the Debtor, its estate, and its creditors, and should be approved. Further, as stated in the Finestone Declaration, Quinn Emanuel 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 Quinn Emanuel 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.

WHEREFORE, the Debtor respectfully requests that the Court enter an order granting the relief as the Court may deem as just and proper.

Dated: November 19, 2025.

/s/ David Mack

David Mack

Independent Director of

Ambipar Emergency Response

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

**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 DAVID MACK IN SUPPORT
OF THE APPLICATION FOR ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF QUINN EMANUEL
URQUHART & SULLIVAN, LLP AS COUNSEL TO THE INDEPENDENT
SPECIAL COMMITTEE OF THE BOARD OF DIRECTORS OF THE DEBTOR**

Pursuant to 28 U.S.C. § 1746, I, David Mack, hereby declare that the following is true and correct.

1. I am an independent director of Ambipar Emergency Response (the “Debtor” or “Ambipar”). In this capacity, and in connection with the investigation conducted by the Independent Special Committee of the Board of Directors of Ambipar Emergency Response (the “Committee”), I am in the process of familiarizing myself with the Debtor’s day-to-day operations, business, financial affairs, and books and records. As part of my responsibilities, I am involved with the supervision of outside counsel and with the monitoring and control of legal costs.

2. I submit this declaration (the “Mack Declaration”) in support of the *Debtor’s Application for Order Authorizing the Retention and Employment of Quinn Emanuel Urquhart & Sullivan, LLP as Special Counsel to the Independent Special Committee of the Board of Directors of the Debtor* (the “Application”). Except as otherwise noted, all facts in my declaration are based on my personal knowledge of the matters set forth herein, information gathered from my review

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.

of relevant documents, and information supplied to me by other members of the Debtor's management and advisors.

THE SELECTION OF SPECIAL COUNSEL

3. Since the execution of the Engagement Letter, attached as **Exhibit 1** to the Finestone Declaration, Quinn Emanuel has worked closely with the Debtor's primary restructuring counsel and the Committee to develop in-depth knowledge of the Debtor's business affairs and capital structure and to gain insight into the legal issues that might arise in the context of this chapter 11 case.

4. The Committee recognizes that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements. Before selecting Quinn Emanuel to serve as counsel in this chapter 11 case, the Committee considered, among other things, various other firms that also provide restructuring services and the complexity of the contemplated restructuring. The Committee chose Quinn Emanuel based on its reputation and experience in the restructuring field and, specifically, in serving as counsel to special committees.

5. For the reasons set forth above, I believe that Quinn Emanuel is both well-qualified and uniquely able to represent the Committee. Thus, the Committee seeks to retain Quinn Emanuel as counsel.

RATE STRUCTURE AND COST SUPERVISION

6. In my capacity as a director of Ambipar Emergency Response, I am involved in the Committee's retention and supervision of certain outside professional firms, including the professionals proposed to be retained in this chapter 11 case.

7. Prior to their engagement in this case, I approved Quinn Emanuel's standard billing rates and the material terms of the engagement. Based on the Committee's evaluation of other law firms prior to retaining Quinn Emanuel, I can confirm that Quinn Emanuel's rates and terms are comparable to those of other comparably skilled professionals. Additionally, Quinn Emanuel has informed the Committee that its rates for bankruptcy representations are comparable to the rates it charges for non-bankruptcy representations.

8. I am responsible for reviewing the invoices submitted by Quinn Emanuel and can confirm that the rates Quinn Emanuel charges are consistent with the rates charged by other legal professionals of the Debtor.

9. The Committee and the Debtor recognize their responsibility to closely monitor the billing practices of its counsel to ensure the fees and expenses paid by the Debtor's estate remain consistent with the Debtor's expectations and the exigencies of this bankruptcy case. The Committee will continue to review invoices that Quinn Emanuel submits during this case.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 19th day of November, 2025.

/s/ David Mack
David Mack
Independent Director of
Ambipar Emergency Response

**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 BENJAMIN FINESTONE IN SUPPORT
OF THE APPLICATION FOR ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF QUINN EMANUEL
URQUHART & SULLIVAN, LLP AS COUNSEL TO THE INDEPENDENT
SPECIAL COMMITTEE TO THE BOARD OF DIRECTORS OF THE DEBTOR**

Pursuant to 28 U.S.C. § 1746, I, Benjamin Finestone, hereby declare as follows:

1. My name is Benjamin Finestone. I am over the age of 18 years. I am competent to make this declaration and I have personal knowledge of the facts stated herein. Each and every statement contained herein is true and correct.

2. I am a partner of the law firm Quinn Emanuel Urquhart & Sullivan, LLP (“Quinn Emanuel”), an international law firm with offices in 15 U.S. cities and 20 international cities, including offices at 295 5th Avenue, 9th Floor, New York, New York 10016 and 700 Louisiana, Suite 3900, Houston, Texas 77002. Quinn Emanuel’s main telephone number is 212-849-7000. I submit this declaration (the “Finestone Declaration”) in connection with the *Application for Order Authorizing the Retention and Employment of Quinn Emanuel Urquhart & Sullivan, LLP as*

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.

Counsel to the Independent Special Committee to the Board of Directors of the Debtor (the “Application”).

3. The Finestone Declaration is submitted in accordance with sections 327(a), 328(a), 329, and 504 of title 11 of the United States Code, and to provide the disclosures required under rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the “Local Rules”).

4. Unless otherwise stated in the Finestone Declaration, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification upon Quinn Emanuel’s completion of further review, or as additional information regarding parties in interest becomes available, a supplemental declaration will be submitted to the Court reflecting such amended, supplemented, or otherwise modified information.

5. Neither I nor any partner, of counsel, or associate of Quinn Emanuel represents any entity other than the Committee in connection with this chapter 11 case.² In addition, except as set forth herein below, to the best of my knowledge, after due inquiry, neither I nor any partner, of counsel, or associate of Quinn Emanuel represents any party in interest in this chapter 11 case in matters related to this chapter 11 case.

QUINN EMANUEL DISCLOSURE PROCEDURES

6. In conjunction with the Debtor’s retention of Quinn Emanuel, I directed a search of Quinn Emanuel’s conflicts system for the entities listed on the attached Schedule 1 (the “Potential Parties in Interest”). The following summarizes the findings gleaned from my review of the

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

information available on Quinn Emanuel's conflicts system of current clients of Quinn Emanuel and affiliates of current clients of Quinn Emanuel that are also associated with the Debtor.

a. **Current and Former Clients of Quinn Emanuel that are Creditors or Interested Parties of the Debtors**

7. Quinn Emanuel currently represents entities or affiliates of entities that may have direct or individual claims or interests against the Debtor that are listed on the attached Schedule 2. In each of these cases, Quinn Emanuel has a written waiver of conflicts permitting Quinn Emanuel to be adverse to all such entities in unrelated matters, which includes the representation of the Debtor in connection with this chapter 11 case.

8. To the best of my knowledge, Quinn Emanuel's ongoing representation of the entities identified on Schedule 2 does not involve the Debtor and will not impact Quinn Emanuel's ability to fulfill its obligations as bankruptcy counsel to the Committee as allowed by 11 U.S.C. § 327(a). Further, based on the searches conducted to date and described herein, to the best of my knowledge, neither Quinn Emanuel, nor any partner, of counsel, or associate thereof has any connection with the Office of the United States Trustee or any person employed in the Office of the United States Trustee, or any bankruptcy judge currently serving on the United States Bankruptcy Court for the Southern District of Texas other than in normal professional connections that Quinn Emanuel has developed as a result of its representations of various parties in interest in unrelated matters before the Court. Accordingly, the Debtor's retention and employment of Quinn Emanuel is not prohibited by Bankruptcy Rule 5002.

9. To the best of my knowledge, upon reasonable inquiry, neither I nor any professional of the Quinn Emanuel team is providing services to the Debtor as a creditor of the Debtor or the Committee.

10. Given the large number of parties in interest in this chapter 11 case and because the information on Schedule 1 may have changed without Quinn Emanuel's knowledge and may change during the pendency of the Debtor's chapter 11 case, Quinn Emanuel is not able to conclusively identify all relationships or potential relationships with all creditors or other parties in interest in this chapter 11 case. If any new relevant facts or relationships are discovered or arise, Quinn Emanuel will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a).

b. Quinn Emanuel is Disinterested

11. Based on the foregoing, insofar as I have been able to ascertain after diligent inquiry, I believe that Quinn Emanuel does not hold or represent an interest adverse to the Debtor's estate in the matter upon which Quinn Emanuel is to be employed and that Quinn Emanuel is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

QUINN EMANUEL'S RETAINER, RATES, AND BILLING PRACTICES

12. Quinn Emanuel did not receive a retainer in this bankruptcy case. Quinn Emanuel will charge customary hourly rates for the professionals assigned to this matter, subject to change from time to time, as reflected in Quinn Emanuel's engagement letter (the "Engagement Letter"). The standard billing rates of the attorneys whom I anticipate assigning to this matter currently range from \$1,860.00 to \$3,000.00 for partners, \$1,775.00 to \$2,725.00 for counsel, and \$1,035.00 to \$1,665.00 for associates. A copy of the Engagement Letter is attached hereto as **Exhibit 1**.

13. Quinn Emanuel also intends to seek reimbursement for expenses incurred in connection with its representation of the Committee in accordance with Quinn Emanuel's normal reimbursement policies, subject to any modifications to such policies that Quinn Emanuel may be required to make to comply with orders of this Court, the Bankruptcy Code, the Bankruptcy Rules,

the Local Rules, and the U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013 (the “Fee Guidelines”).

14. Quinn Emanuel’s disbursement policies pass through all out-of-pocket expenses at actual cost or an estimated actual cost when the actual cost is difficult to determine. For example, Quinn Emanuel charges \$.10 per page for black and white copies and \$.25 per page for color copies. Other reimbursable expenses (whether the service is performed by Quinn Emanuel in-house or through a third-party vendor) include, but are not limited to, facsimiles, deliveries, court costs, transcript fees, travel fees, and clerk fees.

15. No commitments have been received by Quinn Emanuel or any partner, counsel, or associate of Quinn Emanuel, as to payment or compensation in connection with this chapter 11 case other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Fee Guidelines. Furthermore, Quinn Emanuel has no agreement with any other entity to share compensation received by Quinn Emanuel or by such entity.

16. The Application requests the approval of Quinn Emanuel’s retention with the terms and conditions consistent with those that Quinn Emanuel charges non-chapter 11 debtors, namely, the prompt payment of Quinn Emanuel’s hourly rates, as adjusted from time to time, and reimbursement of out-of-pocket disbursements at or based on cost or based on formulas that approximate the actual cost where the actual cost is not easily ascertainable. Subject to these terms and conditions, Quinn Emanuel intends to apply for the allowance of compensation for professional services rendered and for reimbursement of actual and necessary expenses relating thereto, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy

Rules, the Local Rules, the Fee Guidelines, and any other applicable procedures and orders approved by the Court.

17. In accordance with section 504 of the Bankruptcy Code, Quinn Emanuel has neither shared nor agreed to share (a) any compensation or reimbursement it has received or may receive with another person, other than the partners and associates associated with Quinn Emanuel or (b) any compensation or reimbursement another person has received or may receive.

NO DUPLICATION OF SERVICES

18. I understand that the Debtor will retain various other restructuring professionals in this chapter 11 case. I also understand that the Debtor may also file further applications to employ additional counsel for particular purposes. The Debtor, the Committee, Quinn Emanuel, and the other restructuring professionals have fully discussed Quinn Emanuel's role in this bankruptcy case to avoid duplication of work. Quinn Emanuel agrees to make reasonable efforts to avoid the duplication of the services performed by other professionals employed by the Debtor.

ATTORNEY STATEMENT PURSUANT TO FEE GUIDELINES

19. The following is provided in response to the request for additional information set forth in Appendix B, Paragraph D.1 of the Fee Guidelines.

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

Answer: No.

Question: Do any of the Firm's professionals 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 Quinn Emanuel in representing the Committee are consistent with the rates that the Firm 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 pre-petition, disclose the Firm's billing rates and material financial terms for the pre-

petition engagement, including any adjustments during the 12 months pre-petition. If the Firm's billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.

Answer: Quinn Emanuel was retained on November 3, 2025.

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

Answer: Neither the Debtor nor the Committee has requested a budget and/or staffing plan. Quinn Emanuel will work with the Debtor and the Committee to ensure services are rendered in an efficient manner.

20. The foregoing constitutes the statement of Quinn Emanuel pursuant to sections 327(a), 328(a), 329, and 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b), and Local Rules 2014-1 and 2016-1.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 19th day of November, 2025.

/s/ Benjamin Finestone
Benjamin Finestone

SCHEDULE 1

Debtor:

Ambipar Emergency Response.

Lenders

Itaú

Noteholders³

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 Trustees 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

³ Reflects holders of 1% or greater of each of the 2031 Green Notes and 2033 Green Notes

Ho, Yvonne
 Holden, Shannon
 House, Akeita
 Isgur, Marvin
 Jackson, Aaron
 Jimenez, Andrew
 Johnson-Davis, Luci
 Jones, Shannon
 Laws, Tyler
 Lila, Yesenia
 Lopez, Christopher M.
 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
 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
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.
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
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)
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 BRSCAN
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

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

PARTY	RELATIONSHIP
Alvarez & Marsal	Current client
A2B World Holdings	Former client
Aegon USA Investment Management LLC	Aegon is a current client
Allco	Former client
AllianceBernstein LP	Current client
Allianz Seguros	Allianz Global Corporate & Specialty is a current client
AXA Investment Managers UK Limited	AXA entities are current clients
Bank Julius Baer & Co., Ltd.	Current client
Bank Julius Baer & Co. Ltd. (Investment Management)	Current client
Banque Pictet & Cie SA	Former client
BDO RCS Auditores Independentes Sociedade Simples Ltda	Former client
BlackRock Fund Advisors	BlackRock entities are current clients
Blue Cross Blue Shield of Texas	Illinois Blue Cross Blue Shield Association (if related) is a former client
Bradesco Vida E Providencia S.A.	Banco Bradesco (if related) is a former client
Capital Research & Management Co	Former client
Chubb	Former client
Cigna	Current client
Deutsche Bank S.A. – German Bank	Former client
DFA Contracting Ltd.	Current client
Deutsche Bank AG	Former client
Environmental ESG Participacoes S.A.	Various ESG funds are current clients
FTI Consulting, Inc.	Former client
Fidelity Investments LLC	Fidelity entities are current clients
Franklin Templeton Investment Management Ltd.	Former client
Goldman Sachs Asset Management International	Goldman Sachs entities are former clients
Goldman Sachs International	Former client
Gray Reed & McGraw LLP	Former client
Harsco Environmental	Harsco Rail (if related) is a current client
Internal Revenue Service	Former client
Itau	Itau Unibanco Holding (if same) is a former client
JPMorgan Chase Bank, N.A.	JP Morgan entities, as trustee for various funds, are current clients
Kurtzman Carson Consultants, LLC dba Verita Global	Current client
Lockton Dunning Benefits	Lockton entities are current clients

PARTY	RELATIONSHIP
M&G Plc	Current client
MFS Investment Management	MFS Supply (if related) is a current client
Morgan Stanley Wealth Management	Morgan Stanley is a current client
Neuberger Berman Investment Advisers LLC	Current client
Prudential	Current client
RBC Global Asset Management (U.S.) Inc.	Current client
Repsol Emergencias	Former client
RG Response S.A.	RG Processing LLP (if related) is a former client
Schroder Investment Management Ltd.	Former client
Signal Capital Partners Limited	Former client
Simmons, Christy	Christopher Simmons (if same) is a current client
Simpson Thacher & Bartlett LLP	Former client
Skadden, Arps, Slate, Meagher & Flom LLP	Former client
Socios Services US Inc. (Miami Office-AHU)	Former client
SSGA Funds Management, Inc.	Current client
Steadfast	Former client
Strategic Crisis Advisors LLC	Strategic Value Partners (if related) is a current client
SUEZ	Former client
The Bank of New York Mellon	Current client
Veolia	Current client
Walkers LLP	Former client
Waste Management (WM)	Former client
Wellington Management Co., LLP	Current client
Witt O'Brien's Insurance Services, LLC	Former client
Witt O'Brien's LLC	Former client
Witt O'Brien's Payroll Management LLC	Former client
Witt O'Brien's PR LLC	Former client
Witt O'Brien's Response Management, LLC	Former client
Witt O'Brien's USVI, LLC	Former client
Zurich	Former client

**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 GRANTING THE
APPLICATION FOR ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF QUINN EMANUEL
URQUHART & SULLIVAN, LLP AS COUNSEL TO THE INDEPENDENT
SPECIAL COMMITTEE TO THE BOARD OF DIRECTORS OF THE DEBTOR**

(Relates to Docket No. ____)

UPON CONSIDERATION the *Application for Order Authorizing the Retention and Employment of Quinn Emanuel Urquhart & Sullivan, LLP as Counsel to the Independent Special Committee to the Board of Directors of the Debtor* (the “Application”); and the Court having reviewed the Application, the Finestone Declaration, and the Mack Declaration;² and the Court having determined that the relief requested in the Application is in the best interest of the Debtor, its estate, its creditors, and other parties in interest; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. §157(b)(2); and the Court having found that the venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being satisfied, based on the representation made in the Application and the Finestone Declaration that Quinn Emanuel

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 not herein defined shall have the meanings ascribed to them in the Application.

is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that Quinn Emanuel does not hold or represent an interest adverse to the Debtor’s estate; and any objections to the Application having been resolved or overruled; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein and upon all of the proceedings had before this Court; and after due deliberation thereon; it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is granted to the extent set forth herein.
2. Pursuant to sections 327(a) and 329 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1, the Debtor, as debtor in possession, is authorized to employ and retain Quinn Emanuel as counsel to the Committee effective as of November 3, 2025, in accordance with the terms and conditions set forth in the Finestone Declaration, the Application, and the Engagement Letter.
3. Quinn Emanuel is authorized to provide the Committee with the professional services described in the Finestone Declaration, the Application, and the Engagement Letter.
4. Quinn Emanuel shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the bankruptcy cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and any other applicable procedures

and orders of the Court. For billing purposes, Quinn Emanuel shall keep its time in one-tenth (1/10) increments.

5. Prior to any increases in Quinn Emanuel's hourly rates, Quinn Emanuel shall file a notice of rate increase with the Court and provide ten business days' notice to the Debtor, the U.S. Trustee, and the Creditors' Committee (if one is appointed), which notice shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtor has consented to such rate increases.

6. Quinn Emanuel shall not charge a markup to the Debtor with respect to the fees billed by contract attorneys who are hired by Quinn Emanuel to provide services to the Debtor or the Committee and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

7. Quinn Emanuel shall use its best efforts to avoid any duplication of services provided by any of the Debtor's other retained professionals in this chapter 11 case.

8. Quinn Emanuel shall review its files periodically during the pendency of the 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, Quinn Emanuel shall use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

9. Notwithstanding anything to the contrary in the Application, Quinn Emanuel shall not be entitled to reimbursement for fees and expenses incurred in connection with any objection to its fees absent further order of the Court.

10. Quinn Emanuel shall forward to the U.S. Trustee, in an open and searchable LEDES data format, support for its monthly fee statements.

11. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order.

12. To the extent there is any inconsistency between the terms of the Finestone Declaration, the Application, the Engagement Letter, and this Order, the terms of this Order shall govern.

13. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Houston, Texas

Dated: _____, 2025

Alfredo R. Perez
United States Bankruptcy Judge