

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

In re:

AMBIPAR EMERGENCY RESPONSE,

Debtor.<sup>1</sup>

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

**DEBTOR’S MOTION FOR ENTRY OF AN ORDER  
(I) AUTHORIZING THE RETENTION AND COMPENSATION  
OF CERTAIN PROFESSIONALS UTILIZED IN THE ORDINARY  
COURSE OF BUSINESS AND (II) GRANTING RELATED RELIEF**

**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 the following in support of this motion (this “Motion”):

**Relief Requested**

1. By this Motion, the Debtor seeks entry of an order, substantially in the form attached hereto (the “Order”): (a) authorizing, but not directing, the Debtor to retain and compensate certain law firms, attorneys, accountants and other non-attorney professionals utilized

<sup>1</sup> 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.



in the ordinary course of business (each, an “OCP,” and collectively, the “OCPs”), pursuant to the compensation procedures set forth in the Order (the “Compensation Procedures”); and (b) granting related relief.

### **Jurisdiction and Venue**

2. 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).

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

4. The bases for the relief requested herein are sections 105(a), 327, 328, and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 2014-1 of the *Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas* (the “Bankruptcy Local Rules”).

### **Background**

5. On October 20, 2025 (the “Petition Date”), 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.

6. 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”).

### **The Ordinary Course Professionals**

7. The OCPs, which may consist of law firms, accountants, and other non-attorney professionals, are limited to professionals that provided prepetition services to the Debtor in the

ordinary course of their business. Such OCPs provide such services to the Debtor in a variety of matters unrelated to this chapter 11 case, including specialized legal advice, litigation services, and business advisory services relating to, among other things, corporate governance, litigation, lease, tax, and accounting.

8. The OCPs have knowledge, expertise, and familiarity with the Debtor and its operations. Although the Debtor anticipates that OCPs will want to continue to represent the Debtor on an ongoing basis, some may not do so if the Debtor cannot meet its payment obligations on a regular basis. Moreover, the Debtor is not requesting authority to pay any prepetition amounts owed to OCPs. The Debtor submits that the continued employment and compensation of the OCPs is in the best interests of its estate, creditors, and other parties in interest.

9. A nonexclusive list of the Debtor's current OCPs is attached as Exhibit 1 to the Order (the "OCP List") is incorporated herein by reference. Only one OCP is included on the OCP List at this time, but the Debtor anticipates it may also seek to employ additional OCPs as necessary in the course of this chapter 11 case, subject to the procedures set forth herein.

### **The Compensation Procedures**

10. The Debtor requests that the Court approve the Compensation Procedures set forth in the Order. The Compensation Procedures establish a streamlined process for the postpetition retention and compensation of OCPs. The Compensation Procedures will permit the Debtor to employ OCPs upon the filing of a declaration of disinterestedness, substantially in the form attached as Exhibit 2 to the Order (the "Declaration of Disinterestedness"), and upon the expiration of a reasonable objection period for parties in interest, including the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee") and any statutory committee appointed in this chapter 11 case. Among other things, each Declaration of Disinterestedness will disclose (a) any connections or interests adverse to the Debtor with respect to the matters the OCP

is to be retained; (b) any agreements to share compensation; (c) any amounts owed by the Debtor to the OCP as of the bankruptcy filing; and (d) any agreements by the Debtor to indemnify the OCP, along with any agreed modifications thereto. Each Declaration of Disinterestedness will also state that the OCP does not have any material interest adverse to the Debtor or its estate with respect to the matter on which such OCP is proposed to be employed.

11. The Compensation Procedures further provide that the Debtor shall be authorized to pay, without formal application to the Court by any OCP, 100 percent of the fees and reimbursable expenses to each of the OCPs retained pursuant to these procedures (including the filing of a Declaration of Disinterestedness) upon such OCP's submission to the Debtor of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and expenses incurred after the Petition Date. While this chapter 11 case is pending, the aggregate monthly fees of the OCPs set forth on Exhibit 1 to the Order, excluding reasonable and necessary costs and reimbursable expenses, may not exceed \$100,000 on average over a rolling three-month period (the "OCP Monthly Cap") except as set forth in the Compensation Procedures; *provided, further*, that if any OCP's aggregate fees incurred during this chapter 11 case, excluding costs and reimbursable expenses, exceeds \$400,000 (the "OCP Case Cap"), such OCP will seek final approval of such fees with the Bankruptcy Court pursuant to section 330 of the Bankruptcy Code, rule 2016 of the Bankruptcy Rules, and rule 2016-1 of the Bankruptcy Local Rules. The Debtor reserves the right to retain additional OCPs, as the need arises, by filing a supplement to the OCP List that identifies such additional OCPs. Any such supplement to the OCP List will be served on the following parties (collectively, the "Notice Parties"):

- a. proposed counsel to the Debtor, (i) Simpson Thacher & Bartlett LLP, Attn: David R. Zylberberg (david.zylberberg@stblaw.com), Moshe A. Fink (moshe.fink@stblaw.com), Rachael L. Foust (rachael.foust@stblaw.com), and Zachary J. Weiner (zachary.weiner@stblaw.com) and (ii) Gray Reed,

Attn: Jason S. Brookner (jbrookner@grayreed.com) and Lydia R. Webb (lwebb@grayreed.com);

- b. the Office of the U.S. Trustee for the Southern District of Texas, Attn: Jayson B. Ruff (Jayson.B.Ruff@usdoj.gov); and
- c. counsel to any statutory committee appointed in this chapter 11 case.

12. To the extent the Debtor seeks to pay aggregate compensation to the OCPs in excess of the Monthly Cap (the “Excess Fees”), the Debtor will: (a) file with the Court a notice of fees in excess of the OCP Monthly Cap (the “Notice of Excess Fees”) and an invoice setting forth, in reasonable detail, the nature of the services rendered and disbursements actually incurred by the OCPs for the relevant month; and (b) serve the Notice of Excess Fees on the Notice Parties. Parties in interest shall then have 14 days to object to the Notice of Excess Fees. If no objection is filed within 14 days, the Excess Fees shall be deemed approved, and the OCPs may be paid 100 percent of their fees and 100 percent of their expenses without the need to file a fee application.

13. The foregoing Compensation Procedures shall not apply to those professionals for whom the Debtor filed (or will file) separate applications for approval of employment, such as the Debtor’s proposed bankruptcy counsel.

#### **Basis for Relief**

14. Section 327(a) of the Bankruptcy Code requires court approval for the employment of “professional persons” retained to represent or perform services to the estate. 11 U.S.C. § 327(a). In determining whether an entity is a “professional” within the meaning of section 327, courts generally consider whether such entity is involved in the actual reorganization effort, rather than a debtor’s ongoing business operations. *See, e.g., Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 619 (Bankr. S.D.N.Y. 1986) (“[T]he phrase ‘professional persons,’ as used in § 327(a), is a term of art reserved for those persons who play an intimate role in the reorganization of a debtor’s estate.”); *In re Smith*,

524 B.R. 689, 694–95 (Bankr. S.D. Tex. 2015) (“[C]ourts have required that the professional person’s employment must specifically relate to the administration of the bankruptcy case, as opposed to the ordinary course operation of the debtor’s business.”). The following factors are relevant in making this determination:

- a. whether the entity or person controls, manages, administers, invests, purchases, or sells assets that are significant to the debtor’s reorganization;
- b. whether the entity or person is involved in negotiating the terms of a plan of reorganization;
- c. whether the employment of the entity or person is directly related to the type of work carried out by the debtor or to the routine maintenance of the debtor’s business operations;
- d. whether the entity or person is given discretion or autonomy to exercise his or her own professional judgment in some part of the administration of the debtor’s estate;
- e. the extent of the entity’s or person’s involvement in the administration of the debtor’s estate; and
- f. whether the entity’s or person’s services involve some degree of special knowledge or skill, such that it can be considered a “professional” within the ordinary meaning of the term.

*See, e.g., In re First Merchs. Acceptance Corp.*, No. 97-1500, 1997 WL 873551, at \*3 (D. Del. Dec. 15, 1997) (listing factors); *see also In re Brookstone Holdings Corp.*, 592 B.R. 27, 34–35 (Bankr. D. Del. 2018) (listing factors and explaining that no one factor is dispositive and each should be weighed against each other and considered *in toto*); *In re Aladdin Petroleum Co.*, 85 B.R. 738, 740–41 (Bankr. W.D. Tex. 1988) (stating that in determining professional status, the Court should consider, among other factors, the effect of the services upon the administration of the bankruptcy case and how central that role is to the reorganization proceedings).

15. The foregoing factors must be considered as a whole when determining if an entity is a “professional” within the meaning of section 327 of the Bankruptcy Code. No one factor alone

is dispositive. *See First Merchs.*, 1997 WL 873551 at \*3 (“In applying these factors, the Court stresses that no one factor is dispositive and that the factors should be weighed against each other and considered in total.”); *see also In re Brookstone Holdings Corp.*, 592 B.R. at 34–35 (same.)

16. Additionally, section 327(e) of the Bankruptcy Code provides that:

The trustee, with the court’s approval, may employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtors or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).

17. Upon consideration of the above-listed factors, and because the OCPs will not be involved in the administration of this chapter 11 case, the OCPs are not “professionals” requiring formal retention proceedings under section 327(a) of the Bankruptcy Code. Instead, the OCPs will provide services in connection with the Debtor’s ongoing business operations, which services are ordinarily provided by non-bankruptcy professionals, and such services were provided prepetition in the ordinary course of the Debtor’s business operations.<sup>2</sup> The OCPs will not provide services that are directly related to the reorganization and this chapter 11 case; rather, they provide specialized services for the routine maintenance of the debtor’s business operations. Nevertheless, to provide clarity and an opportunity for oversight, the Debtor seeks the relief requested herein to establish definitive mechanisms for retention and payment of the OCPs pursuant to the Compensation Procedures and thereby avoid any subsequent controversy with respect to such matters.

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<sup>2</sup> To be clear, the Debtor does not seek to pay OCPs any prepetition amounts through this Motion.

18. The Debtor and its estate will be well-served by the continued retention of the OCPs because of their established relationships with the Debtor and understanding of the Debtor and its operations and legal issues unrelated to the administration of this chapter 11 case. Therefore, the Debtor submits that it is in the best interests of all creditors and parties in interest to retain and compensate the OCPs in accordance with the Compensation Procedures, thereby avoiding any disruption in the professional services that are required for the day-to-day operation of the Debtor's business.

19. Although some of the OCPs may hold unsecured claims against the Debtor in connection with services rendered to the Debtor prepetition, the Debtor does not believe that any of the OCPs hold interests materially adverse to the Debtor, its creditors, or other parties in interest. In any event, the Compensation Procedures include a requirement that each OCP file a Declaration of Disinterestedness and be subject to a reasonable objection period before an OCP can be compensated.

20. Courts in this and other districts in Texas have granted similar relief. *See e.g., In re Steward Health Care System LLC, et al.*, No. 24-90213 (CML) (Bankr. S.D. Tex. Jun. 12, 2024) (Docket No. 784); *In re Air Methods Corporation, et al.*, No. 23-90886 (MI) (Bankr. S.D. Tex. Dec. 6, 2023) (Docket No. 313); *In re Genesis Care Pty Limited, et al.*, No. 23-90614 (DRJ) (Bankr. S.D. Tex. July 18, 2023) (Docket No. 292); *In re Envision Healthcare Corporation, et al.*, No. 23-90342 (CML) (Bankr. S.D. Tex. July 10, 2023) (Docket No. 989); *In re Core Scientific, Inc., et al.*, No. 22-90341 (CML) (Bankr. S.D. Tex. Feb. 21, 2023) (Docket No. 543); *In re Talen Energy Supply, LLC, et al.*, No. 22-90054 (MI) (Bankr. S.D. Tex. June 24, 2022) (Docket No. 632).



**Reservation of Rights**

21. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtor under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtor's or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estate; (g) a waiver or limitation of the Debtor's, or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtor that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the requested relief, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtor's or any other party in interest's rights to subsequently dispute such claim.

**Notice**

22. 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 30 largest unsecured claims against the Debtor; (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; and (f) 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.

*[Remainder of page intentionally left blank]*

WHEREFORE, the Debtor respectfully requests that the Court enter the Order, substantially in the form attached hereto, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Respectfully submitted this 19th day of November, 2025.

**GRAY REED**

By: /s/ Jason S. Brookner

Jason S. Brookner

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- and -

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**PROPOSED COUNSEL TO THE DEBTOR**

**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**

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In re:

AMBIPAR EMERGENCY RESPONSE,

Debtor.<sup>1</sup>

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)  
) Chapter 11  
)  
) Case No. 25-90524 (ARP)  
)  
) **Re Docket No. [ ]**  
)

**ORDER (I) AUTHORIZING THE RETENTION  
AND COMPENSATION OF CERTAIN PROFESSIONALS UTILIZED IN  
THE ORDINARY COURSE OF BUSINESS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtor and debtor in possession (the “Debtor”) for entry of an order (this “Order”), (a) authorizing, but not directing, the Debtor to retain and compensate certain professionals utilized in the ordinary course of business (each, an “OCP,” and collectively, the “OCPs”) identified on the list attached hereto as **Exhibit 1** (as may be amended or supplemented by the Debtor from time to time in accordance with this Order) pursuant to the Compensation Procedures and (b) granting related relief, all as more fully set forth in the Motion; 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 Motion 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 Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Motion, and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion and the record of the hearing on such Motion 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 Debtor is authorized to retain and compensate the OCPs identified on the OCP List attached hereto as **Exhibit 1** (as may be amended or supplemented by the Debtor from time to time in accordance with this Order), in the ordinary course of business, in accordance with the following compensation procedures (collectively, the “Compensation Procedures”):

- a. Each OCP identified on the OCP List shall file with the Court a declaration of disinterestedness (each a “Declaration of Disinterestedness”), substantially in the form attached hereto as **Exhibit 2**, within 14 days after the later of (i) the date of entry of this Order, (ii) the date on which such OCP commences services for the Debtor, and (iii) the date on which such OCP is added to the OCP List.
- b. Each OCP shall serve the Declaration of Disinterestedness upon: (i) proposed counsel to the Debtor, (x) Simpson Thacher & Bartlett LLP, Attn: David R. Zylberberg (david.zylberberg@stblaw.com), Moshe A. Fink (moshe.fink@stblaw.com), Rachael L. Foust (rachael.foust@stblaw.com), and Zachary J. Weiner (zachary.weiner@stblaw.com) and (y) Gray Reed, Attn: Jason S. Brookner (jbrookner@grayreed.com) and Lydia R. Webb (lwebb@grayreed.com); (ii) the Office of the U.S. Trustee for the Southern District of Texas, Attn: Jayson B. Ruff (Jayson.B.Ruff@usdoj.gov); and (iii) counsel to any statutory committee appointed in this chapter 11 case (each, a “Notice Party,” and collectively, the “Notice Parties”).
- c. The Notice Parties and any other party in interest shall have 14 days after the service of each Declaration of Disinterestedness to object to the retention of such OCP (the “Objection Deadline”). The objecting party shall serve any such objection upon the Notice Parties and the respective OCP on or before the Objection Deadline. If any such objection cannot be resolved within 14 days of its receipt, the matter shall be scheduled for hearing before this Court on a date mutually agreeable to the objecting party and the relevant OCP.
- d. If no objection is received by the Objection Deadline with respect to any particular OCP, then retention of any such OCP shall be deemed approved

by this Court without hearing or further order. The Debtor shall be authorized to retain any such OCP as of the date such OCP commenced providing services to the Debtor and pay such OCP as set forth below.

- e. The Debtor reserves the right to modify the OCP List as necessary to add or remove OCPs, from time to time, in their sole discretion. In the event an OCP is added to the OCP List, the Debtor shall file a notice with this Court listing the additional OCP(s) that the Debtor intends to employ, along with the additional OCP's Declaration of Disinterestedness (each, an "OCP Notice") and will serve each OCP Notice on the Notice Parties. The Notice Parties and any other parties in interest shall have 14 days following the date of service of an OCP Notice to file and serve to the Notice Parties and the respective additional OCP an objection to the retention of such OCP.
- f. The Debtor shall be authorized to pay, without formal application to this Court by any OCP, 100 percent of the fees and reimbursable expenses to each of the OCPs retained pursuant to these procedures upon each OCP's submission to the Debtor of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and expenses incurred after the Petition Date; *provided* that while this chapter 11 case is pending, the aggregate fees of the OCPs set forth on Exhibit 1 attached hereto, excluding reasonable and necessary costs and reimbursable expenses, may not exceed \$100,000 per month on average over a rolling three-month period (the "OCP Monthly Cap"), except as otherwise provided herein or ordered by the Court; *provided, further*, that if any OCP's aggregate fees incurred during this chapter 11 case, excluding costs and reimbursable expenses, exceeds \$400,000 (the "OCP Case Cap"), such OCP shall seek final approval of such fees with the Bankruptcy Court pursuant to section 330 of the Bankruptcy Code, rule 2016 of the Bankruptcy Rules, and rule 2016-1 of the Bankruptcy Local Rules.
- g. To the extent the OCPs seek compensation in excess of the applicable OCP Monthly Cap (the "Excess Fees"), the Debtor shall: (i) file with this Court a notice of fees in excess of the OCP Monthly Cap (the "Notice of Excess Fees") and invoices setting forth, in reasonable detail, the nature of the services rendered and disbursements actually incurred by the OCPs for the relevant month; and (ii) serve the Notice of Excess Fees on the Notice Parties. Interested parties shall then have 14 days to file an objection to the Notice of Excess Fees with this Court. If after 14 days no objection is filed, the Excess Fees shall be deemed approved, and the OCPs may be paid 100 percent of their fees and expenses without filing a fee application or further order of this Court.

2. To the extent that any agreement between the Debtor and an OCP provides for the indemnification by the Debtor of an OCP in connection with the services that are the subject of

the Motion (each such agreement, an “OCP Agreement”), such indemnification provisions are approved subject to the following modifications, applicable during the pendency of these cases:

- a. The OCPs shall not be entitled to indemnification, contribution, or reimbursement pursuant to the OCP Agreement for services other than the services provided under the OCP Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by this Court.
- b. Notwithstanding anything to the contrary in the OCP Agreement, the Debtor shall have no obligation to indemnify the OCPs, or provide contribution or reimbursement to the OCPs, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from an OCP’s gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtor alleges the breach of an OCP’s contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (iii) of any type for which this Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iv) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which an OCP should not receive indemnity, contribution, or reimbursement under the terms of the OCP Agreement as modified by this Court.
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing this chapter 11 case, an OCP believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor’s indemnification, contribution, and/or reimbursement obligations under the OCP Agreement (as modified by this Order), including the advancement of defense costs, such OCP must file an application therefor in this Court, and the Debtor may not pay any such amounts to such OCP before the entry of an order by this Court approving the payment. All parties in interest shall retain the right to object to any such application. In the event that such application includes a request for reimbursement of attorneys’ fees and expenses, the invoices and supporting time records for such attorneys’ fees and expenses shall be included in the application.

3. This Order shall not apply to any professional retained by the Debtor pursuant to a separate order of this Court.

4. Notwithstanding anything herein to the contrary, nothing in this Order shall prevent the U.S. Trustee from seeking an order from this Court (a) requiring an OCP to file a separate



retention application under section 327(a) or 327(e) of the Bankruptcy Code or (b) altering the amount of the OCP Monthly Cap or the OCP Case Cap.

5. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtor under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtor's or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estate; (g) a waiver or limitation of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtor that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

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

7. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

8. The Debtor is authorized to take all reasonable actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Houston, Texas

Dated: \_\_\_\_\_, 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**

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

**Exhibit 1**

**Ordinary Course Professionals**

<b>OCP Name</b>	<b>Address</b>	<b>Services</b>
Walkers (Cayman) LLP	190 Elgin Avenue, George Town, Grand Cayman KY1-9001, Cayman Islands	Cayman Islands Legal Counsel

**Exhibit 2**

**Form of Declaration of Disinterestedness**

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

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In re:

AMBIPAR EMERGENCY RESPONSE,

Debtor.<sup>1</sup>

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

**DECLARATION OF DISINTERESTEDNESS OF [ENTITY]  
PURSUANT TO THE ORDER (I) AUTHORIZING THE RETENTION  
AND COMPENSATION OF CERTAIN PROFESSIONALS UTILIZED IN THE  
ORDINARY COURSE OF BUSINESS AND (II) GRANTING RELATED RELIEF**

I, \_\_\_\_\_, make this declaration (this “Declaration”) under penalty of perjury:

1. I am a [position] of [Company], located at [Street, City, State, Zip Code] (the “Company”).

2. Ambipar Emergency Response, the above-captioned debtor and debtor in possession (the “Debtor”), have requested that the Company provide [specific description] services to the Debtor and the Company has consented to provide such services.

3. The Company may have performed services in the past, may currently perform services, and may perform services in the future, in matters unrelated to this chapter 11 case, for persons that are parties in interest in this chapter 11 case. The Company does not perform services for any such person in connection with this chapter 11 case, or have any relationship with any such person, their attorneys, or accountants that would be adverse to the Debtor or its estate with respect to the matter(s) on which the Company is proposed to be employed.

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<sup>1</sup> 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.

4. As part of its customary practice, the Company is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be employed by the Debtor, claimants, and parties in interest in this chapter 11 case.

5. Neither I, nor any principal, partner, director, officer of, or professional employed by, the Company has agreed to share or will share any portion of the compensation to be received from the Debtor with any other person other than the principal and regular employees of the Company.

6. Neither I, nor any principal, partner, director, officer of, or professional employed by, the Company, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtor or its estate with respect to the matter(s) upon which this Company is proposed to be employed.

7. The Debtor owes the Company \$\_\_\_\_\_ for prepetition services, the payment of which is subject to limitations contained in the Bankruptcy Code. I understand that the amount owed by any of the Debtor to the Company for prepetition services will be treated as a general unsecured claim, and as such, the Company may file a proof of claim.

8. I further understand that this Declaration will not suffice as the Company's proof of claim.

9. As of October 20, 2025, the date on which the Debtor commenced this chapter 11 case, the Company [was/was not] party to an agreement for indemnification with the Debtor. [A copy of such agreement is attached as **Annex 1.**]

10. **[If there is an indemnification agreement]:** Such agreement for indemnification (the "OCP Agreement") is subject to the following modifications, applicable during the pendency of this chapter 11 case:

- a. The Company shall not be entitled to indemnification, contribution, or reimbursement pursuant to the OCP Agreement for services other than the services provided under the OCP Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by this Court.
- b. Notwithstanding anything to the contrary in the OCP Agreement, the Debtor shall have no obligation to indemnify the Company, or provide contribution or reimbursement to the Company, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Company's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtor alleges the breach of the Company's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (iii) of any type for which this Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iv) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Company should not receive indemnity, contribution, or reimbursement under the terms of the OCP Agreement as modified by this Court.
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing this chapter 11 case, the Company believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the OCP Agreement (as modified by this Order), including the advancement of defense costs, the Company must file an application therefor in this Court, and the Debtor may not pay any such amounts to the Company before the entry of an order by this Court approving the payment. All parties in interest shall retain the right to object to any such application. In the event that such application includes a request for reimbursement of attorneys' fees and expenses, the invoices and supporting time records for such attorneys' fees and expenses shall be included in the application.

11. The Company is conducting further inquiries regarding its retention by any creditors of the Debtor, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Company should discover any facts bearing on the matters described herein, the Company will supplement the information contained in this Declaration.

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

Date: \_\_\_\_\_, 2025

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**[DECLARANT]**