

**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)
)
) Re: Docket Nos. 42, 44, 84 and 89
)

**DEBTOR'S WITNESS AND EXHIBIT LIST
FOR THE HEARINGS SCHEDULED ON DECEMBER 19, 2025**

Ambipar Emergency Response, the above-captioned debtor and debtor-in-possession (the “Debtor”), hereby files this *Witness and Exhibit List for the Hearings Scheduled on December 19, 2025* (the “Witness and Exhibit List”) for the hearings set on **Friday, December 19, 2025, at 10:00 a.m. (Central Time).**

Fact Witnesses

1. Thiago da Costa Silva, Director of the Debtor;
2. David R. Zylberberg, Partner of Simpson Thacher & Bartlett LLP;
3. Any fact witnesses necessary to establish that notice of the hearing has been provided;
4. Any impeachment or rebuttal witness; and
5. Any witness called by any other party.

Exhibits

Ex No.	Description
1.	<i>Amended Declaration of Thiago da Costa Silva in Support of Chapter 11 Petition [Docket No. 19].</i>
2.	<i>Funding Agreement, attached as <u>Exhibit 1</u> to Debtor's Motion for Entry of an Order</i>

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.



Ex No.	Description
	<i>Authorizing the Debtor to (i) Enter into the Funding Agreement, (ii) Open Bank Accounts and (iii) Granting Related Relief</i> [Docket No. 42].
3.	<i>Declaration of David R. Zylberberg in Support of the Debtor's Application for Entry of an Order Authorizing the Employment of Simpson Thacher & Bartlett LLP as Counsel to the Debtor and Debtor in Possession, Effective as of the Petition Date, attached as <u>Exhibit A</u> to the Debtor's Application for Entry of an Order Authorizing the Employment of Simpson Thacher & Bartlett LLP as Counsel to the Debtor and Debtor in Possession, Effective as of the Petition Date</i> [Docket No. 44].
4.	<i>Declaration of Thiago da Costa Silva in Support of the Debtor's Application for Entry of an Order Authorizing the Employment of Simpson Thacher & Bartlett LLP as Counsel to the Debtor and Debtor in Possession, Effective as of the Petition Date, attached as <u>Exhibit B</u> to the Debtor's Application for Entry of an Order Authorizing the Employment of Simpson Thacher & Bartlett LLP as Counsel to the Debtor and Debtor in Possession, Effective as of the Petition Date</i> [Docket No. 44].
5.	<i>Monthly Operating Report for Ambipar Emergency Response for the Period Ending October 31, 2025</i> [Docket No. 50].
6.	<i>Schedules of Assets and Liabilities</i> [Docket No. 77].
7.	<i>Statement of Financial Affairs</i> [Docket No. 78].
8.	<i>Amended Schedule of Assets and Liabilities</i> [Docket No. 82].
9.	<i>Declaration of Thiago da Costa Silva in Support of the Debtor's Omnibus Reply to Opportunity's Objections to (i) the Debtor's Application to Retain Simpson Thacher and (ii) the Debtor's Request for Approval of the Funding Agreement [to be filed] (the "<u>Silva Declaration in Support of the Reply</u>")</i> .
10.	Excerpt from Resolutions Passed at the Board Meeting of the Debtor, attached as <u>Exhibit A</u> to the Silva Declaration in Support of the Reply [to be filed] .
11.	Transcription of 341 Recording, attached as <u>Exhibit A</u> to the Debtor's Omnibus Reply to Opportunity's Objections to (i) the Debtor's Application to Retain Simpson Thacher and (ii) the Debtor's Request for Approval of the Funding Agreement [to be filed] .
12.	Excerpt of Transcript re: Hybrid Hearing on Retention Applications held on December 8, 2025, at 78:8-78:11, <i>In re First Brands Group, LLC</i> , Case No. 25-90399 (CML) (Bankr. S.D. Tex., Sept. 24, 2025) [Docket No. 915], attached as <u>Exhibit B</u> to the Debtor's Omnibus Reply to Opportunity's Objections to (i) the Debtor's Application to Retain Simpson Thacher and (ii) the Debtor's Request for Approval of

Ex No.	Description
	<i>the Funding Agreement [to be filed].</i>
	Any Document or pleading filed with the Court in the above-captioned cases.
	Any exhibit necessary for impeachment purposes.
	Any exhibit identified or offered by any other party.

Reservation of Rights

Ambipar reserves the right to use and/or present demonstratives for any purpose. Ambipar also reserves the right to use exhibits, demonstratives, and testimony not listed here for impeachment purposes at the hearing.

Ambipar further reserves the right to supplement or otherwise amend this Witness and Exhibit List prior to the hearing.

[Remainder of page intentionally left blank]

Respectfully submitted this 17th day of December 2025.

GRAY REED

By: /s/ Jason S. Brookner

Jason S. Brookner

Texas Bar No. 24033684

Lydia R. Webb

Texas Bar No. 24083758

1300 Post Oak Blvd., Suite 2000

Houston, Texas 77056

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lwebb@grayreed.com

- and -

SIMPSON THACHER & BARTLETT LLP

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

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

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

Rachael L. Foust (admitted *pro hac vice*)

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

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moshe.fink@stblaw.com

rachael.foust@stblaw.com

zachary.weiner@stblaw.com

PROPOSED COUNSEL TO THE DEBTOR

Certificate of Service

I certify that on December 17, 2025, I caused a copy of the foregoing document to be served 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

ENTERED

October 22, 2025

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF TEXAS
Nathan Ochser, ClerkMOTION AND ORDER
FOR ADMISSION *PRO HAC VICE*

Division	Houston	Main Case Number	25-90524
Debtor	In Re: Ambipar Emergency Response		

This lawyer, who is admitted to the State Bar of New York:

Name	Nicholas E. Baker
Firm	Simpson Thacher & Bartlett LLP
Street	425 Lexington Avenue
City & Zip Code	New York, New York 10017
Telephone	212-455-2000
Licensed: State & Number	NY Bar # 4602066

Seeks to appear as the attorney for this party:

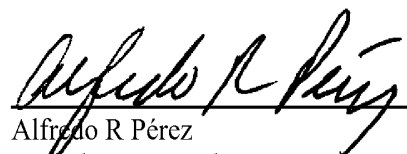
Ambipar Emergency Response	
Dated: 10/21/2025	Signed: <u>/s/ Nicholas E. Baker</u>

COURT USE ONLY: The applicant's state bar reports their status as: <u>Active</u> .	
Dated: 10/22/2025	Signed: <u>/s/ A. House</u> Deputy Clerk

Order

This lawyer is admitted *pro hac vice*.

Signed: October 22, 2025


 Alfredo R Pérez
 United States Bankruptcy Judge

United States Bankruptcy Court
Southern District of TexasIn re:
Ambipar Emergency Response
DebtorCase No. 25-90524-arp
Chapter 11**CERTIFICATE OF NOTICE**District/off: 0541-4
Date Rcvd: Oct 22, 2025User: ADIuser
Form ID: pdf002Page 1 of 1
Total Noticed: 0**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 24, 2025:**

NONE

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS**The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.**

Recip ID	Bypass Reason	Name and Address
db		Ambipar Emergency Response, PO Box 10008 Willow House, Cricket Square, KY1-1001, GRAND CAYMAN

TOTAL: 1 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION**I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.****Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Oct 24, 2025

Signature: /s/Gustava Winters**CM/ECF NOTICE OF ELECTRONIC FILING****The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 22, 2025 at the address(es) listed below:**

Name	Email Address
Jason S Brookner	on behalf of Debtor Ambipar Emergency Response jbrookner@grayreed.com lwebb@grayreed.com
Jayson B. Ruff	on behalf of U.S. Trustee US Trustee jayson.b.ruff@usdoj.gov
US Trustee	USTPRegion07.HU.ECF@USDOJ.GOV

TOTAL: 3

EXECUTION VERSION

FUNDING AGREEMENT

This FUNDING AGREEMENT, dated November 17, 2025 (as it may be amended, restated, modified or supplemented from time to time, this “Agreement”), is by and between Ambipar Participações e Empreendimentos S.A., a Brazilian *Sociedade anonima* (the “Payor”), and Ambipar Emergency Response, Cayman Islands exempted company (the “Payee,” and together with Payor, the “Parties”).

RECITALS

A. The Payor and the Payee are both subject to a Brazilian *Recuperação Judicial* proceeding pending in the Third Business Court of Rio de Janeiro (the “Brazilian RJ Proceeding”).

B. The Payor is the direct parent of the Payee.

C. On October 20, 2025, Payee filed a voluntary chapter 11 petition in the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”), under Case No. 25-90524 (ARP) (the “Chapter 11 Case”).

D. The Payor desires to fund certain expenses incurred by the Payee in the Chapter 11 Case, subject to the satisfaction of the Funding Conditions (defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms have the meanings herein specified unless the context otherwise requires:

“Affiliate” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control,” as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms “controlling,” “controlled by” and “under common control with” have correlative meanings.

“Agreement” has the meaning specified in the first paragraph hereof.

“Allowed Professional Fees” has the meaning set forth in Section 2(g) hereof.

“Available Cash” has the meaning specified in Section 2(g) hereof.

“Bankruptcy Code” means title 11 of the United States Code, as amended from time to time and any successor statute.

“Bankruptcy Court” has the meaning specified in the recitals hereof.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of title 28 of the United States Code.

“Brazilian RJ Court” means the Third Business Court of Rio de Janeiro or such other court as may be administering the Brazilian RJ Proceeding.

“Brazilian RJ Proceeding” has the meaning specified in the recitals hereof.

“Business Day” means each day other than a Saturday, a Sunday or a day on which banking institutions in the State of New York or at a place of payment are authorized by law, regulation or executive order to remain closed.

“Chapter 11 Case” has the meaning specified in the recitals hereof.

“Committee” means any official committee appointed pursuant to section 1102 of the Bankruptcy Code in the Chapter 11 Case (if any).

“Committee Professionals” has the meaning set forth in Section 2(g) hereof.

“Default” means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

“Dismissal or Conversion” means dismissal or suspension of the Chapter 11 Case, conversion of the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code and/or commencement of a case under Chapter 15 of the Bankruptcy Code with respect to the Payee.

“Event of Default” has the meaning specified in Section 5 hereof.

“Final Order” means a judgment or order of the Bankruptcy Court (or any other court of competent jurisdiction) entered on the docket in the Chapter 11 Case (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Bankruptcy Rule 8002; *provided*, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous Bankruptcy Rule, may be filed relating to such order, shall not cause an order not to be a Final Order.

“Funding Account” means the account into which the proceeds of all Payments made under this Agreement shall be deposited, as designated in writing by the Payee to the Payor from time to time.

“Funding Agreement Order” means an order of the Bankruptcy Court approving the Payee’s entry into this Agreement, substantially in the form of Exhibit A to this Agreement or as otherwise agreed by the Parties in writing, in their respective sole discretion.

“Funding Conditions” has the meaning specified in Section 2(d) hereof.

“Funding Date” has the meaning specified in Section 2(b) hereof.

“Funding Request” has the meaning specified in Section 2(b) hereof.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Mandatory Payment Amount” has the meaning set forth in Section 2(g) hereof.

“Mandatory Payment Reserves” has the meaning set forth in Section 2(g) hereof.

“Mandatory Payment Trigger Event” means the occurrence of any of the following:

- (i) the Funding Agreement Order ceases to be in full force and effect, or otherwise is vacated, stayed, reversed, modified or amended;
- (ii) filing by Payee (or any person acting on behalf of Payee) of any motion seeking entry of a Trustee Order, failure of the Payee to object to any motion seeking entry of a Trustee Order, or the Bankruptcy Court or any other court of competent jurisdiction entering a Trustee Order;
- (iii) filing by Payee (or any person acting on behalf of Payee) of any motion or petition seeking Dismissal or Conversion, failure of the Payee to object to or contest any motion or petition seeking Dismissal or Conversion, or entry of an order of Dismissal or Conversion by the Bankruptcy Court or any other court of competent jurisdiction;
- (iv) entry of an order of the Bankruptcy Court terminating the automatic stay under section 362 of the Bankruptcy Code with respect to any assets in Payee’s bankruptcy estate without the consent of the Payee;
- (v) filing by Payee (or any person acting on behalf of Payee) of any complaint or cause of action asserting any claims or cause of action (including under Chapter 5 of the Bankruptcy Code or any similar state or foreign law) against Payor or any of Payor’s current or former officers and directors (individually or in any capacity) without the consent of the Payor;
- (vi) any representation and/or warranty of the Payee set forth in Section 3(b) shall prove to have been incorrect in any material respect (or, to the extent qualified by materiality, in all respects) on or as of the date made and, to the extent capable of being cured, such representation or warranty is not corrected or clarified (in each case, in a manner which causes

such representation or warranty to no longer be incorrect or misleading) within five days after the date on which the Payee has actual knowledge of such incorrect representation or warranty; or

(vii) entry of an order by the Brazilian RJ Court that prohibits Payor or Payee's compliance with this agreement or is otherwise materially inconsistent with this agreement or would frustrate the Parties' respective objectives hereunder; or

(viii) any violation by the Payee of the covenant set forth in Section 4 hereof.

"Mandatory Payment Trigger Notice" has the meaning set forth in Section 2(g) hereof.

"Organizational Documents" means, with respect to any form of business entity, the applicable articles of incorporation and bylaws or other agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation of such entity.

"Parties" has the meaning specified in the first paragraph of this Agreement.

"Payee" has the meaning specified in the first paragraph of this Agreement.

"Payment" has the meaning specified in Section 2(a) hereof.

"Payor" has the meaning specified in the first paragraph of this Agreement.

"Permitted Funding Use" means each of the following:

(a) the payment of any and all costs and expenses of the Payee incurred during the pendency of the Chapter 11 Case, including fees of Professional Persons and the other costs of administering the Chapter 11 Case;

(b) the funding of any amounts necessary to cause the Funding Account to contain at all times an amount equal to the Post-Mandatory Payment Trigger Cap;

(c) the payment of any and all costs and expenses of the Payee incurred in connection with the pursuit of available remedies to collect any unfunded Payments due and owing to the Payee or otherwise to enforce the performance by the Payor, or either of them, of any provision of this Agreement; and

(d) the funding of the Mandatory Payment Amount;

in the case of clauses (a) through (b) above, solely to the extent that any cash distributions theretofore received by the Payee from its Subsidiaries are insufficient to pay such costs and expenses and fund such amounts and obligations in full.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“Post-Mandatory Payment Trigger Notice Cap” has the meaning set forth in Section 2(g) hereof.

“Post-Mandatory Payment Trigger Notice Reserve” has the meaning set forth in Section 2(g) hereof.

“Post-Mandatory Payment Trigger Notice Reserve Obligations” has the meaning set forth in Section 2(g) hereof.

“Pre-Mandatory Payment Trigger Notice Reserve” has the meaning set forth in Section 2(g) hereof.

“Pre-Mandatory Payment Trigger Notice Reserve Obligations” has the meaning set forth in Section 2(g) hereof.

“Professional Persons” has the meaning set forth in Section 2(g) hereof.

“Termination Declaration Date” has the meaning set forth in Section 2(g) hereof.

“Trustee Order” means an order of the Bankruptcy Court appointing a trustee, receiver, examiner or independent director for the Payee, or a responsible officer with enlarged powers relating to the operation of the Payee, or the appointment of an analogous fiduciary or officer by the Brazilian RJ Court or any other court with jurisdiction over Payee.

2. Funding Obligations and Procedures.

(a) Funding Obligations. From and after the effectiveness of this Agreement as set forth in Section 2(e), the Payor shall, subject to satisfaction of the Funding Conditions and the other terms and conditions set forth in this Agreement, upon the request of the Payee from time to time in accordance with the requirements of Section 2(b), make payments to the Payee (each, a “Payment”), the proceeds of which shall be used by the Payee solely for a Permitted Funding Use. Subject to the requirement set forth herein to fund the Mandatory Payment Amount, nothing in this Agreement shall obligate the Payor to make any Payment under this Agreement that exceeds the amount requested by the Payee in the applicable Funding Request.

(b) Funding Requests. To request a Payment, the Payee shall deliver to the Payor a written request (which written request may be a .pdf delivered via email) for such Payment in a form reasonably acceptable to the Payor and signed by the Payee (each, a “Funding Request”). Each Funding Request shall specify (i) the amount of the requested Payment, and (ii) the date of the requested Payment, which shall be the date that is five Business Days following the delivery of such Funding Request (each such date, a “Funding Date”). Each Funding Request by the Payee shall constitute a representation and warranty by the Payee that the conditions set forth in Section 2(d) have been satisfied. Subject to the requirement to fund the Mandatory Payment Amount, the Payee shall not deliver a Funding Request for an amount in excess of the aggregate amount necessary for the Payee to fund all current Permitted Funding Uses and all projected Permitted Funding Uses over the 30 days following the date of such Funding Request.

(c) Payments. Subject only to the satisfaction of the Funding Conditions, on or before any Funding Date, the Payor shall pay or cause to be paid to the Payee an amount equal to the amount of the requested Payment specified in the applicable Funding Request. All Payments shall be made by wire or other transfer of immediately available funds, in United States dollars, to the Funding Account.

(d) Conditions to Payments. The Payor's obligation to make any Payment other than the obligation to fund the Mandatory Payment Amount is subject to the satisfaction of the following conditions (the "Funding Conditions") as of the date of the Funding Request relating to such Payment:

(i) no Mandatory Payment Trigger Event shall have occurred and be continuing;

(ii) the aggregate amount of Payments made by the Payor, inclusive of the requested payment, but excluding the Mandatory Payment Amount, shall be less than \$3,000,000; and

(iii) the representations and warranties of the Payee set forth in Section 3(b) shall be true and correct without regard to the impact of the Chapter 11 Case, including any notices or other actions that may be required therein.

(e) Effectiveness. This Agreement will become effective immediately upon the Funding Agreement Order by the Bankruptcy Court becoming a Final Order.

(f) Termination.

(i) Payor's obligation to make any Payments (other than the obligation to fund the Mandatory Payment Amount) shall terminate upon the delivery of a Mandatory Payment Trigger Notice in accordance with the final sentence of Section 2(g)(i).

(ii) This Agreement will automatically terminate without notice and without any other action by any party hereto at such time as it is no longer possible for there to be any Permitted Funding Uses.

(g) Mandatory Payment Amount.

(i) Definitions. The "Mandatory Payment Amount" means (x) the sum of (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$50,000 incurred by a trustee (if any) under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtor pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals"), the Committee (if any) pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals") and, together with the Debtor

Professionals, the “Professional Persons”) at any time before or on the first business day following delivery by the Payor of a Mandatory Payment Trigger Notice (as defined below), whether allowed by the Bankruptcy Court prior to or after delivery of a Mandatory Payment Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$500,000 incurred after the first business day following delivery by the Payor of the Mandatory Payment Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Mandatory Payment Trigger Notice Cap”), *minus* (y) Available Cash (as defined below). For purposes of the foregoing, “Mandatory Payment Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the Payor to the Payee, its lead restructuring counsel and the U.S. Trustee, which notice may be delivered following the occurrence and during the continuation of a Mandatory Payment Trigger Event, stating that the Post-Mandatory Payment Trigger Notice Cap has been invoked, and which notice shall be effective upon receipt by the Payee of payment by Payor of the Mandatory Payment Amount.

(ii) Mandatory Payment Reserves. The Mandatory Payment Amount, together with all cash on hand of the Payee as of such date, if any (“Available Cash”), and any available cash thereafter held by the Payee shall be used by Payee (i) to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees, which amounts the Payee shall deposit and hold in a segregated account in trust to pay such then unpaid Allowed Professional Fees (the “Pre-Mandatory Payment Trigger Notice Reserve”) prior to any and all other claims; and (ii) after funding the Pre-Mandatory Payment Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Mandatory Payment Trigger Notice Cap, which amounts the Payee shall deposit and hold in a segregated account in trust to pay such Allowed Professional Fees benefiting from the Post-Mandatory Payment Trigger Notice Cap (the “Post-Mandatory Payment Trigger Notice Reserve” and, together with the Pre-Mandatory Payment Trigger Notice Reserve, the “Mandatory Payment Reserves”) prior to any and all other claims. All funds in the Pre-Mandatory Payment Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Mandatory Payment set forth above (the “Pre-Mandatory Payment Trigger Notice Reserve Obligations”), but not, for the avoidance of doubt, the Post-Mandatory Payment Trigger Notice Cap, until paid in full, and then, returned to the Payor. All funds in the Post-Mandatory Payment Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the “Post-Mandatory Payment Trigger Notice Reserve Obligations”), and then, to the extent the Post-Mandatory Payment Trigger Notice Reserve has not been reduced to zero, returned to the Payor. Notwithstanding anything to the contrary in this Agreement, if either of the Mandatory Payment Reserves is not funded in full in the amounts set forth in this Section 2(g)(ii), then, any excess funds in one of the Mandatory Payment Reserves following the payment of the Pre-Mandatory Payment Trigger Notice Reserve Obligations and Post-Mandatory Payment Trigger Notice Reserve Obligations, respectively, shall be used to fund the other Mandatory Payment Reserve, up to the applicable amount set forth in this Section 2(g)(ii), prior to returning any funds to the Payor.

3. Representations and Warranties.

(a) Representations and Warranties of the Payor. The Payor represents and warrants the following to the Payee:

(i) Existence, Qualification and Power. The Payor (A) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of its jurisdiction of incorporation or organization and (B) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to execute, deliver and perform its obligations under this Agreement, .

(ii) Authorization; No Contravention. The execution, delivery and performance by the Payor of this Agreement has been duly authorized by all necessary corporate, judicial or other organizational action, and does not and will not (A) contravene the terms of its Organizational Documents, (B) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (I) any contractual obligation to which it is a party or affecting it or its properties or (II) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject, (C) violate any applicable law or (D) require any approval from the Brazilian RJ Court or any other court.

(iii) Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance of this Agreement by, or enforcement of this Agreement against, the Payor.

(iv) Binding Effect. This Agreement has been duly executed and delivered by the Payor. This Agreement constitutes a legal, valid and binding obligation of the Payor, enforceable against the Payor in accordance with its terms.

(b) Representations and Warranties of the Payee. The Payee represents and warrants the following to the Payor:

(i) Existence, Qualification and Power. The Payee (A) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of its jurisdiction of incorporation or organization and (B) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to execute, deliver and perform its obligations under this Agreement.

(ii) Authorization; No Contravention. The execution, delivery and performance by the Payee of this Agreement has been duly authorized by all necessary corporate, judicial or other organizational action, and does not and will not (A) contravene the terms of its Organizational Documents, (B) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (I) any contractual obligation to which it is a party or affecting it or its properties or (II) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject, (C) violate any applicable law or (D) require any

approval from the Brazilian RJ Court or any other court, *other than* the Bankruptcy Court's entry of the Funding Agreement Order.

(iii) Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance of this Agreement by, or enforcement of this Agreement against, the Payee, *other than* the Bankruptcy Court's entry of the Funding Agreement Order.

(iv) Binding Effect. This Agreement has been duly executed and delivered by the Payee. Subject to entry of the Funding Agreement Order by the Bankruptcy Court, this Agreement constitutes a legal, valid and binding obligation of the Payee, enforceable against the Payee in accordance with its terms.

4. Covenants of the Payee. The Payee shall not use the proceeds of any Payment made under this Agreement for any purpose other than a Permitted Funding Use.

5. Events of Default. Each of the following events constitutes an "Event of Default":

(a) the Payor defaults in the funding obligations pursuant to Section 2 and such default continues for a period of five Business Days; or

(b) the Payor defaults in the performance of, or breaches, any covenant or representation or warranty of the Payor in this Agreement (other than a covenant or representation or warranty which is specifically dealt with elsewhere in this Section 5) and such default or breach continues for a period of 30 days after there has been given, by registered or certified mail, to the Payor by the Payee a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder.

Upon becoming aware of any Default or Event of Default, the Payor shall promptly deliver to the Payee a statement specifying such Default or Event of Default.

6. Remedies. Upon the occurrence of any Event of Default, and at any time thereafter during the continuance of any such Event of Default, the Payee may pursue any available remedy (including specific performance) to collect any unfunded Payments due and owing to the Payee or to enforce the performance of any provision of this Agreement.

7. Notices. All notices required under this Agreement, including each Funding Request and any approval of or objection to a Funding Request, shall be delivered to the applicable party to this Agreement at the address set forth below. Unless otherwise specified herein, delivery of any such notice by email, facsimile or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart thereof.

Payor:

Ambipar Participações e Empreendimentos S.A.
[On file with the Parties.]

Payee:

Ambipar Emergency Response
[On file with the Parties.]

Additionally, a copy of all notices delivered under this agreement shall be delivered to the following (delivery by email, facsimile or other electronic transmission (including .pdf) being satisfactory); *provided* that the failure to deliver such a copy shall have no effect on the effectiveness of the underlying notice:

Independent Special Committee of the Payee:

[On file with the Parties.]

8. Governing Law; Submission to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of New York. Any legal proceeding seeking to enforce any provision of, or based on any matter arising under, this Agreement must be brought: (a) at any time the Chapter 11 Case is not pending, in a state or federal court in New York; or (b) at any time the Chapter 11 Case is pending, in the Bankruptcy Court; *provided*, that during the pendency of the Brazilian RJ Proceeding, in the sole discretion of Payee, Payee shall be permitted to (but not obligated to) bring such legal proceedings in the Brazilian RJ Court. The Payor and the Payee hereby irrevocably and unconditionally submit to the jurisdiction of all such courts (and of the appropriate appellate courts therefrom) in any such legal proceeding.

9. No Implied Waiver; Amendments; Acknowledgments. No failure or delay on the part of the Payee to exercise any right, power or privilege under this Agreement, and no course of dealing between the Payor, on the one hand, and the Payee, on the other hand, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No notice to or demand on the Payor in any case shall entitle the Payor to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the holder of this Agreement to any other or further action in any circumstances without notice or demand. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Payee therefrom, shall in any event be effective unless the same shall be in writing, specifically refer to this Agreement, and be signed by the Payor and the Payee, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which given. A waiver on any such occasion shall not be construed as a bar to, or waiver of, any such right or remedy on any future occasion. Payor acknowledges that Payee is a debtor in possession, subject to the rights, powers and duties provided for in Section 1107 of the Bankruptcy Code. For the avoidance of doubt, nothing provided herein is intended to unduly influence Payee's independent exercise of such rights, powers and duties, or limit or restrict Payee's ability to incur administrative expenses that may not be payable hereunder.

10. Counterparts; Entire Agreement; Electronic Execution. This Agreement may be executed in separate counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract

among the parties hereto relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by each party hereto and each party hereto shall have received counterparts hereof which, when taken together, bear the signatures of each of party hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

11. Severability. If any one or more of the provisions contained in this Agreement are invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of all the remaining provisions will not in any way be affected or impaired. If any one or more provisions contained in this Agreement are deemed invalid, illegal or unenforceable because of their scope or breadth, such provisions shall be reformed and replaced with provisions whose scope and breadth are valid under applicable law.

12. Transfer; Assignment. This Agreement shall be binding upon the Payor and its successors and assigns, and the terms and provisions of this Agreement shall inure to the benefit of the Payee and its successors and assigns. The Payor's rights and obligations under this Agreement may not be assigned without the prior written consent of the Payee. The Payee's rights and obligations under this Agreement may not be assigned without the prior written consent of the Payor. Any purported assignment of rights or obligations under this Agreement other than as permitted by this Section 12 shall be null and void.

13. Construction. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. The word "including" means without limitation by reason of enumeration. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless specifically stated otherwise, all references to Sections and Exhibits are to the Sections and Exhibits of or to this Agreement.

14. Rights of Parties. This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

15. Specific Performance. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that (a) the Parties shall be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction without proof of damages or inadequacy of legal remedy and without the posting or provision of any bond or other security, this being in addition to any other remedy to which they are entitled under this Agreement and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and, without that right, neither Payor nor Payee would have entered into this Agreement.

16. Third Party Beneficiaries. Except as set forth in the following sentence, this Agreement is not intended to create any rights in favor of any person other than the Parties, and no other person or entity shall be a third-party beneficiary hereof. Notwithstanding the foregoing, the Parties intend for Professional Persons to be third-party beneficiaries of this Agreement, solely for the purpose of enforcing the obligations of the Parties set forth in Section 2(g).

[Signature Page Follows]

[Signature pages on file with the Debtor.]

EXHIBIT A

to Funding Agreement

Form of Funding Agreement Order

[Intentionally omitted from filed document.]

Exhibit A

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

_____	)	
In re:	)	Chapter 11
	)	
AMBIPAR EMERGENCY RESPONSE,	)	Case No. 25-90524 (ARP)
	)	
Debtor. ¹	)	
_____	)	

**DECLARATION OF
DAVID R. ZYLBERBERG IN SUPPORT OF THE DEBTOR'S
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
EMPLOYMENT OF SIMPSON THACHER & BARTLETT LLP AS
COUNSEL TO THE DEBTOR AND DEBTOR IN POSSESSION,
EFFECTIVE AS OF THE PETITION DATE**

David R. Zylberberg declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am a partner in the law firm of Simpson Thacher & Bartlett LLP (the "Simpson Thacher"), with an office at 425 Lexington Avenue, New York, New York 10017.

2. I am the lead attorney from Simpson Thacher working on the above-captioned chapter 11 case. I am a member in good standing of the State Bar of New York, and I have been admitted to practice in the United States Bankruptcy Court for the Southern District of New York. I have been admitted to the United States Bankruptcy Court for the Southern District of Texas *pro hac vice* to appear in the above-captioned chapter 11 case. [Docket No. 8.] There are no disciplinary proceedings pending against me.

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.

3. I submit this declaration (“Declaration”) in support of the *Debtor’s Application for Entry of an Order Authorizing the Employment of Simpson Thacher & Bartlett LLP as Counsel to the Debtor and Debtor in Possession, Effective as of the Petition Date* (the “Application”),² and to provide the disclosures required under Fed. R. Bankr. P. 2014(a).

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

5. Except as set forth in the following paragraph, neither I, Simpson Thacher, nor any lawyer at Simpson Thacher represents any party in interest (or its attorneys or accountants) other than the Debtor in connection with the above-captioned chapter 11 case.

6. As set forth in the First Day Declaration, the Debtor is a subsidiary of Ambipar Participações e Empreendimentos S.A. (“Ambipar Topco,” together with its direct and indirect subsidiaries, the “Ambipar Group”). Simpson Thacher represents the Ambipar Group (including Ambipar Topco) in connection with its ongoing global restructuring.

Simpson Thacher’s Qualifications

7. Simpson Thacher is an international law firm with its principal office located at 425 Lexington Avenue, New York, NY 10017, and with branch offices in Houston, Los Angeles, Palo Alto, Washington, D.C., Boston, Beijing, London, Sao Paulo, Tokyo, Brussels, Luxembourg and Hong Kong. Simpson Thacher is one of the largest law firms in the United States, with a national and international practice, and has experience and expertise in nearly every major substantive area of legal practice, and its clients include leading public companies and privately held businesses in a variety of industries as well as major nonprofit organizations. Simpson Thacher’s expansive

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

experience equips its attorneys with the skills and knowledge necessary to provide their services in this chapter 11 case effectively.

8. Simpson Thacher has been practicing in the areas of insolvency and reorganization for more than fifty years. Simpson Thacher's financial restructuring group provides an array of services to assist financially distressed businesses and their creditors in maximizing values and ultimate recoveries in a broad range of challenging circumstances, and its lawyers have played important roles in many large and complex restructurings and chapter 11 cases. Simpson Thacher has recently represented debtors in the chapter 11 cases of, among others, *WW International Inc.*, *Anagram Holdings*, *Arsenal Resources*, *Pyxus International*, *Corp Group Banking*, *MatlinPatterson*, and *TNT Crane*. Simpson Thacher has also represented key stakeholders in the chapter 11 cases of, among others, *PG&E*, *Party City*, *Nautical Solutions*, *Yak Access*, *Avianca Holdings S.A.* and *LATAM Airlines*.

9. Simpson Thacher has experience and in all aspects of reorganizations under chapter 11 of the Bankruptcy Code. Simpson Thacher has represented the Debtor in the Debtor's preparation for the chapter 11 case and otherwise, including representation of the Company in the RJ Proceeding.

10. In preparation for the filing, Simpson Thacher worked with the Debtor's management and became familiar with the Debtor's business, history, financial affairs, capital and corporate structures, and other information required to assist the Debtor in the administration of this chapter 11 case.

Services to Be Provided

11. Simpson Thacher will primarily provide the following services in this chapter 11 case as counsel to the Debtor:

- a) advising the Debtor with respect to its powers and duties as debtor in possession in the continued management and operation of its business;
- b) advising and consulting on the conduct of this chapter 11 case, including all of the legal and administrative requirements of operating in chapter 11;
- c) attending meetings and negotiating with representatives of creditors and other parties in interest;
- d) taking all necessary actions to protect, preserve, and maximize the value of the Debtor's estate, including prosecuting actions on the Debtor's behalf, defending any action commenced against the Debtor, and representing the Debtor in negotiations concerning litigation in which the Debtor is involved, including objections to claims filed against the Debtor's estate; *provided*, that the Independent Committee (for which the Debtor is seeking to retain separate counsel, as described below) has been delegated power and authority in connection with any Conflict Matters;
- e) preparing pleadings in connection with this chapter 11 case, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtor's estate;
- f) if necessary, representing the Debtor in connection with postpetition financing or sale of assets;
- g) appearing before the Court and any appellate courts to represent the interests of the Debtor's estate;
- h) if necessary, taking any action on behalf of the Debtor to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto, or such other resolution of this chapter 11 case consistent with the RJ Proceedings; and
- i) performing all other necessary legal services for the Debtor in connection with this chapter 11 case that the Debtor determines necessary and appropriate.

12. Subject to the Court's approval of the Application, Simpson Thacher is willing to serve as the Debtor's attorneys and to perform the services described above. I understand that the Debtor may, from time to time, request that Simpson Thacher undertake specific matters beyond the scope of the services set forth above. Should Simpson Thacher agree to undertake any such

specific matters, the Debtor has requested authority in the Application to employ Simpson Thacher for such matters, in addition to those set forth above, without further order of this Court.

13. I understand that, concurrently with the filing of the Application, the Debtor anticipates filing an application to retain Gray Reed as its Texas co-counsel. Further, I understand that, concurrently with the filing of the Application, the Debtor, on behalf of the Independent Committee, will be seeking retention of Quinn Emanuel Urquhart & Sullivan (“Quinn Emanuel”) as counsel to the Independent Committee with respect to Conflict Matters. Simpson Thacher, Gray Reed and Quinn Emanuel each will have distinct and well-defined roles, designed to minimize the risk of any duplication of services. Simpson Thacher will also coordinate with Gray Reed, Quinn Emanuel and any other counsel the Debtor retains in this chapter 11 case to minimize the risk that the legal services provided by each firm are duplicative.

Professional Compensation

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

15. Simpson Thacher’s hourly rates vary with the experience and seniority of the individuals assigned. Simpson Thacher’s current standard hourly rates for the attorneys and paraprofessionals who are expected to be providing services to the Debtor range as follows:

Billing Category	Range
Partners	\$2,220 - \$2,730
Senior Counsel	\$2,050
Counsel	\$1,995
Associates	\$895 - \$1,690
Paraprofessionals	\$470 - \$725

16. The hourly rates that Simpson Thacher will charge in this chapter 11 case are Simpson Thacher's hourly rates currently in effect and are similar to the rates Simpson Thacher generally charges debtors or borrowers for special situations, restructuring, workout, bankruptcy, insolvency, and comparable matters, whether in court or otherwise, regardless of whether a fee application is required, and to rates that comparable counsel would charge to perform work in such matters. These rates and the rate structure reflect that such legal work involves complexity, high stakes, and significant time pressures.

17. Prior to any increase in Simpson Thacher's hourly rates, Simpson Thacher will provide 10 days' notice to the Debtor, 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.

18. Simpson Thacher will also seek reimbursement for all actual, non-overhead expenses incurred by Simpson Thacher on the Debtor's behalf, such as postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, outgoing facsimile transmissions, airfare, meals, and lodging, as more fully set forth in the Zylberberg Declaration. All requests for reimbursement of expenses will be consistent with Simpson Thacher's normal reimbursement policies, subject to any modifications to such policies that Simpson Thacher may be required to make to comply with orders of this Court, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

19. Pursuant to Bankruptcy Rule 2016(b), Simpson Thacher has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than the partners, associates, and counsel associated with Simpson Thacher or (b) any compensation another person or party has received or may receive, other than as permitted

pursuant to section 504 of the Bankruptcy Code. The proposed engagement is not prohibited by Bankruptcy Rule 5002.

Compensation Received by Simpson Thacher from the Debtor

20. For the 90 days prior to the Petition Date, Simpson Thacher received no payments and advances from the Debtor, and holds no retainer or fee advance with respect to the Debtor or the Ambipar Group more generally. All invoices for prepetition services, to the extent relating to the Debtor, were paid in full by the Ambipar TopCo prior to the Petition Date. Accordingly, as of the Petition Date, the Debtor does not owe Simpson Thacher any amounts for legal services rendered before the Petition Date.

Simpson Thacher's Disinterestedness

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

22. In connection with its proposed retention by the Debtor in this chapter 11 case, Simpson Thacher undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtor or its estate. Specifically, Simpson Thacher obtained from the Debtor and its representatives the names of individuals and entities that may be parties in interest in the chapter 11 case (the "Potential Parties in Interest") and such parties are listed on **Schedule 1** hereto. In preparing this Declaration, either I or someone under my supervision and direction searched Simpson Thacher's client database to determine whether Simpson Thacher had any relationships with the groups of persons and entities listed on **Schedule 1**. To the extent that I have been able to ascertain that Simpson

Thacher has a relationship with any Potential Parties in Interest in matters unrelated to the case, such facts are disclosed herein or on **Schedule 2** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of this chapter 11 case. Accordingly, Simpson Thacher will use reasonable efforts to update this Declaration as necessary if Simpson Thacher becomes aware of additional material information.

23. Effective July 16, 2024, United States Bankruptcy Judge Alfredo R. Perez was appointed to the United States Bankruptcy Court for the Southern District of Texas. Prior to such appointment, Judge Perez was employed by, and a partner of, Weil, Gotshal & Manges LLP (“Weil”). Effective August 14, 2019, United States Bankruptcy Judge Christopher M. Lopez was appointed to the United States Bankruptcy Court for the Southern District of Texas. Prior to such appointment, Judge Lopez was employed by and counsel of Weil. Certain Simpson Thacher attorneys working on this matter were attorneys at Weil at the same time as Judge Perez and Judge Lopez.

24. Simpson Thacher currently represents the Ambipar Group in connection with its ongoing global restructuring, including Ambipar TopCo, the direct parent of the Debtor. Simpson Thacher will seek compensation and reimbursement for its work for other entities in the Ambipar Group (*i.e.*, other than the Debtor) in accordance with its customary practices in connection with the RJ Proceeding. By contrast, as set forth above, Simpson Thacher will seek compensation for its work for the Debtor solely subject to this Court’s approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. A complete list of the Debtor’s non-debtor affiliates is included in **Schedule 1**.

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

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

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

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

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

30. Simpson Thacher has also made a general inquiry of all partners and employees of the firm requesting disclosure of any relationship with (a) any Bankruptcy Judge or District Judge in the District of Texas, (b) anyone employed by the Office of the Clerk of the Bankruptcy Court for the District of Texas, (c) any trustee, attorney, or staff employed by the U.S. Trustee, or (d) any significant debt or equity holder of the Debtor. Additionally, Simpson Thacher requested disclosure by all partners and employees, to the best of their knowledge, of any claims against, or equity interest in, the Debtor and whether any Simpson Thacher employee is or was a director, officer, or general partner (or a relative of any of the foregoing) of the Debtor.

31. To the best of my knowledge, based on the foregoing inquiry and expect as otherwise disclosed herein, no attorney or employee at the firm is related to (a) any United States Bankruptcy Judge or District Court Judge for the District of Texas, (b) anyone employed by the Office of the Clerk of the Bankruptcy Court for the District of Texas, (c) any trustee, attorney, or staff employed by the U.S. Trustee, or (d) any significant creditor or equity holder of the Debtor. However, certain attorneys disclosed personal connections to a magistrate judge in the Southern District of Texas and a judge for the U.S. Fifth Circuit Court of Appeals. None of these attorneys

are working on this case. Accordingly, I respectfully submit that the proposed employment of Simpson Thacher is not prohibited by, or improper under, Bankruptcy Rule 5002.

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

33. Some of the professionals who may appear in the case may be counsel, advisors, representatives, trustees, or witnesses, as the case may be, in other transactions or cases in which Simpson Thacher also represents a client. Simpson Thacher may have retained or may retain various of such professionals or affiliates thereof to provide forensic, litigation support and financial advisory services to Simpson Thacher or Simpson Thacher's clients in a variety of past, present or future engagements. Current employees at Simpson Thacher may be former employees of, or related to employees of, one or more of the other professionals in this case. In addition, attorneys at Simpson Thacher belong to professional organizations to which other professionals who may appear in this case may also belong. Simpson Thacher does not maintain searchable records of any of these relationships.

34. Further, attorneys at Simpson Thacher have represented companies, stakeholders of companies or boards of companies, in each case, on which David Mack, the independent director of the Debtor, has served as director or trustee in matters wholly unrelated to the Debtor's chapter 11 case. Simpson Thacher does not maintain searchable records of all of these relationships.

35. Additionally, Simpson Thacher has represented, and may currently represent, entities that hold, or may in the future hold, certain of the Debtor's debt in beneficial accounts on

behalf of unidentified parties. Because distressed debt is actively traded in commercial markets, Simpson Thacher may be unaware of the actual holder of such debt at any given moment. Simpson Thacher also represents numerous entities in unrelated matters that may buy and/or sell distressed debt, claims, or equity interests of chapter 11 debtors. Moreover, from time to time, Simpson Thacher is engaged by various entities that buy and/or sell distressed debt to analyze the capital structure of a distressed company based on a review of publicly available information. Simpson Thacher does not undertake such reviews after it has been engaged to represent any such company, including the Debtor, and does not view any public debt review as an adverse representation to the Debtor. Similarly, as a large firm, Simpson Thacher may represent creditors/investors of or parties interested in investing in one or more parties in interest in this case. Simpson Thacher does not believe these relationships represent interests adverse to the estates.

Specific Disclosures

36. Simpson Thacher has not independently investigated the ownership of the entities listed on **Schedule 1** to determine if any client of Simpson Thacher has a legal or beneficial ownership interest in any such entities, or if any such entity has a legal or beneficial ownership interest in any client of Simpson Thacher, although if the conflicts check disclosed any such ownership interest, such entity is included on the attached **Schedule 2**.

37. Simpson Thacher is one of the largest law firms in the country and has a diverse client base. Other than JPMorgan Chase Bank, N.A. and its affiliates, none of the clients (together with their affiliates) referenced on **Schedule 2** accounted for more than 1% of Simpson Thacher's total value of time billed for the twelve months ended December 2024.

38. Simpson Thacher advises clients in transactions and litigation, including liability management, restructuring and bankruptcy matters, with third parties with which the Debtor may

also have a relationship. For example, Simpson Thacher may represent certain creditors or directors of a company, and the Debtor may have a separate relationship, such as a supplier or customer, with the same company. In certain circumstances, the interests of Simpson Thacher's clients may be adverse to those of the Debtor with respect to the third party. I do not know whether Simpson Thacher's conflicts checking system captures all connections of this nature or whether such situations are properly considered "connections" within the meaning of the Bankruptcy Rules, although when the conflicts check disclosed such instances, I have included them on the attached **Schedule 2**.

39. In addition, Simpson Thacher may have represented, may currently represent, or may in the future represent a borrower, an issuer of securities, a financial advisor, an underwriter of securities, a lead bank or any other client in financing transactions, merger and acquisition transactions, litigation or arbitration matters, bankruptcy matters or other matters unrelated to this chapter 11 case in which one or more parties in interest (or an affiliate) or a professional involved in this chapter 11 case happens to be involved, although not as Simpson Thacher's client. Simpson Thacher also may represent, in matters unrelated to the Debtor, companies that may be considered competitors of the Debtor.

40. I do not understand Bankruptcy Rule 2014(a) or other applicable law to require disclosure of each present or future engagement Simpson Thacher has or receives from a party in interest so long as it is unrelated to this chapter 11 case. Simpson Thacher intends to accept engagements from other parties in interest (whether existing or new clients) that are unrelated to the Debtor.

41. Certain of the parties in interest in this chapter 11 case may be from time to time or may have been members of an ad hoc group or official creditors' committee represented by

Simpson Thacher in matters unrelated to this chapter 11 case. In such instances, Simpson Thacher only represented the committee or group, and did not represent the creditors in their individual capacities. Simpson Thacher does not and will not represent any of these parties in connection with this chapter 11 case.

42. To the extent some of the parties in interest in this chapter 11 case are companies with publicly traded securities, Simpson Thacher personnel may own debt or equity securities issued by such companies. It is impractical to determine the extent of such holdings for all publicly traded parties in interest.

43. Attorneys or employees of Simpson Thacher may receive services from parties in interest or professionals involved in this case. Attorneys or other employees of Simpson Thacher or their spouses or relatives may have beneficial ownership of securities issued by, or banking, insurance, brokerage or money management relationships with, other parties in interest. Attorneys of Simpson Thacher may have relatives or spouses who are members of professional firms involved in this case or employed by parties in interest. We have conducted no investigation of our colleagues' banking, insurance, brokerage or investment activities or familial connections in preparing this Declaration, and do not believe any such interests would result in Simpson Thacher not being disinterested.

44. It is my understanding that no active, non-retired Simpson Thacher attorney or his or her respective family members own an equity interest in, or any debt securities issued by, the Debtor. It is also my understanding that Simpson Thacher attorneys invest in a broad array of mutual funds and ETFs and through non-discretionary or otherwise managed accounts and programs for which investment decisions are not made by the attorney, some number of which either currently or may in the future own securities of the Debtor or one or more of its creditors.

Statement Regarding U.S. Trustee Guidelines

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

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

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

Answer: No.

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

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

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

Answer: Simpson Thacher represented the Ambipar Group in connection with its global restructuring prior to the Petition Date using the same hourly rates as disclosed herein, and such rates have not changed postpetition.

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

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

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

Dated: November 19, 2025

/s/ David R. Zylberberg
David R. Zylberberg

Schedule 1

List of Entities Searched

Potential Interested Parties List

Debtor:

Ambipar Emergency Response.

Lenders

Itaú

Noteholders¹

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

Indenture Trustee:

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

Bankruptcy Judges:

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

US 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
 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

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

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

Litigation Parties:

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

Insurance Providers:

Inigo Insurance
CHUBB
ALLIANZ SEGUROS
JUNTO SEGUROS S.A.
Willis Towers
Zurich American Insurance Company
Steadfast Insurance Company
Federal Insurance Company
National Fire Insurance Company of Hartford
Coalition Inc.
The Sovereign General Insurance Company
Lloyds – 100% Lloyd’s Syndicate Everest, 2786
Lloyds – 50% Lloyd’s Syndicate GIC, 1947
50% Lloyds Syndicate 1414, Ascot
Liberty Mutual Insurance Company
i3 Underwriting Services
Lloyds – 100% Lloyd’s Syndicate GIC, 1947
Specialty Insurance Managers
Boxx
Victor Canada

Schedule 2

Disclosures of Relationships to Potential Parties in Interest

1. Prior Firm: Certain Simpson Thacher attorneys working on this matter previously worked with the Hon. Alfredo R. Perez and the Hon. Christopher M. Lopez while employed together at the law firm of Weil, Gotshal & Manges LLP.

2. Past and Present Clients of the Firm: Simpson Thacher has in the past represented, currently represents, and may continue to represent, in matters unrelated to the Debtor's chapter 11 case, the following potential parties in interest or affiliates of potential parties in interest (or parties with names substantially similar to those appearing on the potential parties in interest list utilized by the Debtor's professionals). Simpson Thacher has not and will not represent the following potential parties in interest in any matter connected to this chapter 11 case.

- Itau BBA USA Securities Inc.
- BNY Mellon Capital Markets
- Deutsche Bank, S.A. – German Bank
- JPMorgan Chase Bank, N.A.
- Alvarez & Marsal
- FTI Consulting, Inc.
- Tércio Borlenghi Junior
- Deutsche Bank AG
- Morgan Stanley Wealth Management
- Goldman Sachs Asset Management International
- AllianceBernstein LP
- Manulife Investment Management (US) LLC
- Capital Research & Management Co.
- NB Alternatives Advisers LLC
- RBC Global Asset Management (U.S.) Inc.
- Wellington Management Co. LLP
- Franklin Templeton Investment Management Ltd.
- Goldman Sachs International
- Standard Chartered Bank
- Certain funds managed by Fidelity Investments LLC and their Independent Trustees
- Pioneer Investments
- BlackRock Fund Advisors
- Waste Connections, Inc. (as designated underwriter's counsel)
- Waste Management Inc.
- Blue Cross Blue Shield of Texas
- Principal Real Estate Investors
- The Cigna Group
- Certain affiliates of Prudential Financial Inc.
- ADP Inc. (as designated underwriter's counsel)

- Certain affiliates of Franklin Templeton
- Localiza Rent-a-Car S.A.
- Chubb Limited
- Willis Towers Watson PLC
- Federal Insurance Company

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

In re:

AMBIPAR EMERGENCY RESPONSE,

Debtor.¹

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

**DECLARATION OF THIAGO DA COSTA SILVA
IN SUPPORT OF THE
DEBTOR’S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT OF SIMPSON THACHER AS COUNSEL TO THE DEBTOR
AND DEBTOR IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

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

1. I am a director of Ambipar Emergency Response, the above-captioned debtor and debtor in possession (the “Debtor”). I have held this position since 2022.

2. I submit this Declaration in support of the *Debtor’s Application for Entry of an Order Authorizing the Employment of Simpson Thacher as Counsel to the Debtor and Debtor in Possession, Effective as of the Petition Date* (the “Application”).²

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

4. I believe that Simpson Thacher is ideal to efficiently serve the needs of the Debtor and well-qualified to serve as counsel to the Debtor in this proceeding.

5. I understand that Simpson Thacher has represented the Ambipar Group since 2020. Over the last five years, Simpson Thacher has worked with the Ambipar Group on several

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

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

transactional matters. In particular, Simpson Thacher advised the Ambipar Group in connection with both issuances of Green Notes, for which the Debtor has provided limited guarantees, and in connection with the de-SPAC transaction through which the Debtor became a public company in the United States.

6. In my capacity as a director, I am, or someone under my supervision is, responsible for overseeing the financial activities of the Debtor. Simpson Thacher has informed the Debtor that its rates for bankruptcy representations are comparable to the rates Simpson Thacher charges for non-bankruptcy representations. I am also responsible for reviewing the statements regularly submitted by Simpson Thacher and can confirm that the rates Simpson Thacher charged the Debtor in the prepetition period are the same as the rates Simpson Thacher will charge the Debtor in the postpetition period. I believe that Simpson Thacher's billing rates and terms are comparable or better than those charged by similarly skilled professionals.

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

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

Dated: November 19, 2025

/s/ Thiago Da Costa Silva
Thiago Da Costa Silva
Director

UNITED STATES BANKRUPTCY COURT

Southern DISTRICT OF Texas

Houston Division

In Re. Ambipar Emergency Response

§
§
§
§

Case No. 25-90524

Debtor(s)

☐ Jointly Administered**Monthly Operating Report**

Chapter 11

Reporting Period Ended: 10/31/2025

Petition Date: 10/20/2025

Months Pending: 0

Industry Classification:

6	2	4	2
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Reporting Method:

Accrual Basis ☒Cash Basis ☐

Debtor's Full-Time Employees (current):

0

Debtor's Full-Time Employees (as of date of order for relief):

0

Supporting Documentation (check all that are attached):

(For jointly administered debtors, any required schedules must be provided on a non-consolidated basis for each debtor)

- ☒ Statement of cash receipts and disbursements
- ☒ Balance sheet containing the summary and detail of the assets, liabilities and equity (net worth) or deficit
- ☒ Statement of operations (profit or loss statement)
- ☐ Accounts receivable aging
- ☐ Postpetition liabilities aging
- ☐ Statement of capital assets
- ☐ Schedule of payments to professionals
- ☐ Schedule of payments to insiders
- ☐ All bank statements and bank reconciliations for the reporting period
- ☐ Description of the assets sold or transferred and the terms of the sale or transfer

/s/ Jason S. Brookner

Signature of Responsible Party

11/21/2025

Date

Jason S. Brookner

Printed Name of Responsible Party

1300 Post Oak Blvd., Suite 2000 Houston, TX 77056
Address

STATEMENT: This Periodic Report is associated with an open bankruptcy case; therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

Debtor's Name Ambipar Emergency Response

Case No. 25-90524

Part 1: Cash Receipts and Disbursements		Current Month	Cumulative
a.	Cash balance beginning of month	\$1,000	
b.	Total receipts (net of transfers between accounts)	\$50,000	\$50,000
c.	Total disbursements (net of transfers between accounts)	\$0	\$0
d.	Cash balance end of month (a+b-c)	\$51,000	
e.	Disbursements made by third party for the benefit of the estate	\$0	\$0
f.	Total disbursements for quarterly fee calculation (c+e)	\$0	\$0

Part 2: Asset and Liability Status (Not generally applicable to Individual Debtors. See Instructions.)		Current Month
a.	Accounts receivable (total net of allowance)	\$0
b.	Accounts receivable over 90 days outstanding (net of allowance)	\$2,925,000
c.	Inventory (Book ☒ Market ☐ Other ☐ (attach explanation))	\$0
d.	Total current assets	\$3,623,774
e.	Total assets	\$226,214,774
f.	Postpetition payables (excluding taxes)	\$0
g.	Postpetition payables past due (excluding taxes)	\$0
h.	Postpetition taxes payable	\$0
i.	Postpetition taxes past due	\$0
j.	Total postpetition debt (f+h)	\$0
k.	Prepetition secured debt	\$0
l.	Prepetition priority debt	\$0
m.	Prepetition unsecured debt	\$304,563,000
n.	Total liabilities (debt) (j+k+l+m)	\$304,563,000
o.	Ending equity/net worth (e-n)	\$-78,348,226

Part 3: Assets Sold or Transferred		Current Month	Cumulative
a.	Total cash sales price for assets sold/transferred outside the ordinary course of business	\$0	\$0
b.	Total payments to third parties incident to assets being sold/transferred outside the ordinary course of business	\$0	\$0
c.	Net cash proceeds from assets sold/transferred outside the ordinary course of business (a-b)	\$0	\$0

Part 4: Income Statement (Statement of Operations) (Not generally applicable to Individual Debtors. See Instructions.)		Current Month	Cumulative
a.	Gross income/sales (net of returns and allowances)	\$0	
b.	Cost of goods sold (inclusive of depreciation, if applicable)	\$0	
c.	Gross profit (a-b)	\$0	
d.	Selling expenses	\$0	
e.	General and administrative expenses	\$0	
f.	Other expenses	\$0	
g.	Depreciation and/or amortization (not included in 4b)	\$0	
h.	Interest	\$0	
i.	Taxes (local, state, and federal)	\$0	
j.	Reorganization items	\$0	
k.	Profit (loss)	\$0	\$0

Debtor's Name Ambipar Emergency Response

Case No. 25-90524

Part 5: Professional Fees and Expenses

			Approved Current Month	Approved Cumulative	Paid Current Month	Paid Cumulative	
a.	Debtor's professional fees & expenses (bankruptcy) <i>Aggregate Total</i>						
	<i>Itemized Breakdown by Firm</i>						
		Firm Name	Role				
	i						
	ii						
	iii						
	iv						
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Debtor's Name Ambipar Emergency Response

Case No. 25-90524

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b.			Approved Current Month	Approved Cumulative	Paid Current Month	Paid Cumulative
	Debtor's professional fees & expenses (nonbankruptcy) <i>Aggregate Total</i>					
	<i>Itemized Breakdown by Firm</i>					
		Firm Name	Role			
	i					
	ii					
	iii					
	iv					
	v					
	vi					
	vii					
	viii					
	ix					
	x					
	xi					
xii						
xiii						
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Debtor's Name Ambipar Emergency Response

Case No. 25-90524

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Debtor's Name Ambipar Emergency Response

Case No. 25-90524

	xcix						
	c						
c.	All professional fees and expenses (debtor & committees)					\$0	\$0

Part 6: Postpetition Taxes**Current Month****Cumulative**

a.	Postpetition income taxes accrued (local, state, and federal)	\$0	\$0
b.	Postpetition income taxes paid (local, state, and federal)	\$0	\$0
c.	Postpetition employer payroll taxes accrued	\$0	\$0
d.	Postpetition employer payroll taxes paid	\$0	\$0
e.	Postpetition property taxes paid	\$0	\$0
f.	Postpetition other taxes accrued (local, state, and federal)	\$0	\$0
g.	Postpetition other taxes paid (local, state, and federal)	\$0	\$0

Part 7: Questionnaire - During this reporting period:

- a. Were any payments made on prepetition debt? (if yes, see Instructions) Yes ☐ No ☒
- b. Were any payments made outside the ordinary course of business without court approval? (if yes, see Instructions) Yes ☐ No ☒
- c. Were any payments made to or on behalf of insiders? Yes ☐ No ☒
- d. Are you current on postpetition tax return filings? Yes ☒ No ☐
- e. Are you current on postpetition estimated tax payments? Yes ☒ No ☐
- f. Were all trust fund taxes remitted on a current basis? Yes ☒ No ☐
- g. Was there any postpetition borrowing, other than trade credit? (if yes, see Instructions) Yes ☐ No ☒
- h. Were all payments made to or on behalf of professionals approved by the court? Yes ☐ No ☐ N/A ☒
- i. Do you have:
- Worker's compensation insurance? Yes ☐ No ☒
 - If yes, are your premiums current? Yes ☐ No ☐ N/A ☒ (if no, see Instructions)
 - Casualty/property insurance? Yes ☐ No ☒
 - If yes, are your premiums current? Yes ☐ No ☐ N/A ☒ (if no, see Instructions)
 - General liability insurance? Yes ☐ No ☒
 - If yes, are your premiums current? Yes ☐ No ☐ N/A ☒ (if no, see Instructions)
- j. Has a plan of reorganization been filed with the court? Yes ☐ No ☒
- k. Has a disclosure statement been filed with the court? Yes ☐ No ☒
- l. Are you current with quarterly U.S. Trustee fees as set forth under 28 U.S.C. § 1930? Yes ☒ No ☐

Debtor's Name Ambipar Emergency Response

Case No. 25-90524

Part 8: Individual Chapter 11 Debtors (Only)

- | | | |
|--|-------|-----|
| a. Gross income (receipts) from salary and wages | _____ | \$0 |
| b. Gross income (receipts) from self-employment | _____ | \$0 |
| c. Gross income from all other sources | _____ | \$0 |
| d. Total income in the reporting period (a+b+c) | _____ | \$0 |
| e. Payroll deductions | _____ | \$0 |
| f. Self-employment related expenses | _____ | \$0 |
| g. Living expenses | _____ | \$0 |
| h. All other expenses | _____ | \$0 |
| i. Total expenses in the reporting period (e+f+g+h) | _____ | \$0 |
| j. Difference between total income and total expenses (d-i) | _____ | \$0 |
| k. List the total amount of all postpetition debts that are past due | _____ | \$0 |
- l. Are you required to pay any Domestic Support Obligations as defined by 11 U.S.C § 101(14A)? Yes ☐ No ☒
- m. If yes, have you made all Domestic Support Obligation payments? Yes ☐ No ☐ N/A ☒

Privacy Act Statement

28 U.S.C. § 589b authorizes the collection of this information, and provision of this information is mandatory under 11 U.S.C. §§ 704, 1106, and 1107. The United States Trustee will use this information to calculate statutory fee assessments under 28 U.S.C. § 1930(a)(6). The United States Trustee will also use this information to evaluate a chapter 11 debtor's progress through the bankruptcy system, including the likelihood of a plan of reorganization being confirmed and whether the case is being prosecuted in good faith. This information may be disclosed to a bankruptcy trustee or examiner when the information is needed to perform the trustee's or examiner's duties or to the appropriate federal, state, local, regulatory, tribal, or foreign law enforcement agency when the information indicates a violation or potential violation of law. Other disclosures may be made for routine purposes. For a discussion of the types of routine disclosures that may be made, you may consult the Executive Office for United States Trustee's systems of records notice, UST-001, "Bankruptcy Case Files and Associated Records." See 71 Fed. Reg. 59,818 et seq. (Oct. 11, 2006). A copy of the notice may be obtained at the following link: http://www.justice.gov/ust/eo/rules_regulations/index.htm. Failure to provide this information could result in the dismissal or conversion of your bankruptcy case or other action by the United States Trustee. 11 U.S.C. § 1112(b)(4)(F).

I declare under penalty of perjury that the foregoing Monthly Operating Report and its supporting documentation are true and correct and that I have been authorized to sign this report on behalf of the estate.

/s/ Thiago da Costa Silva

Signature of Responsible Party

Director

Title

Thiago da Costa Silva

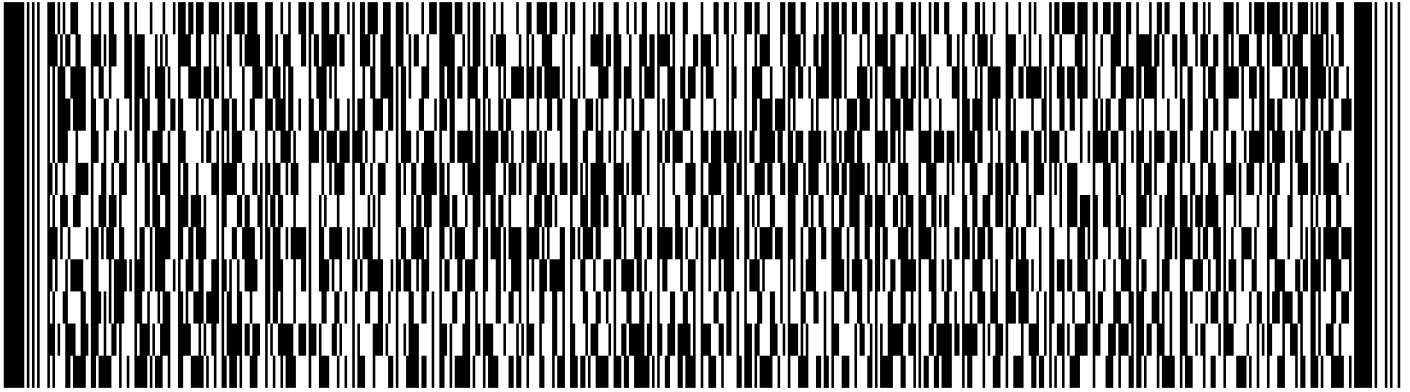
Printed Name of Responsible Party

11/21/2025

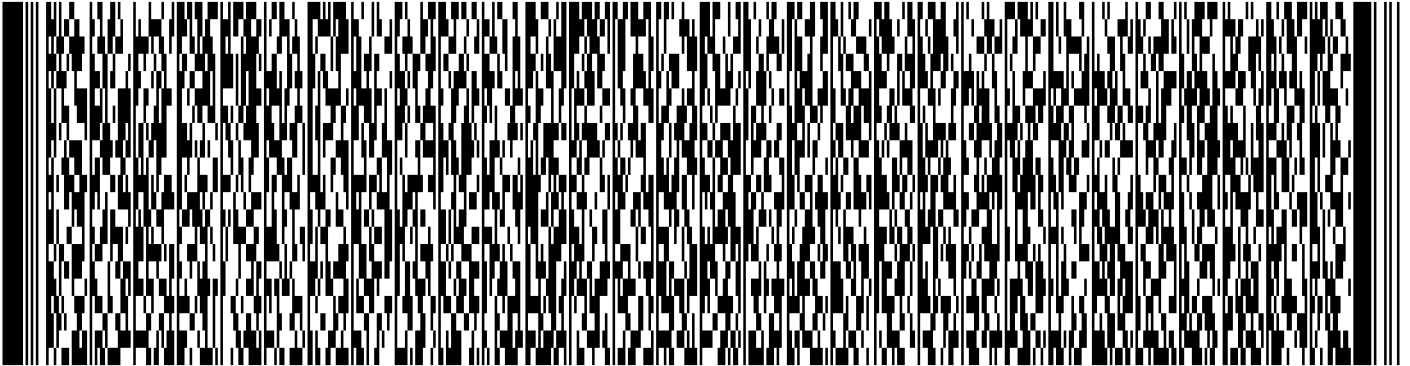
Date

Debtor's Name Ambipar Emergency Response

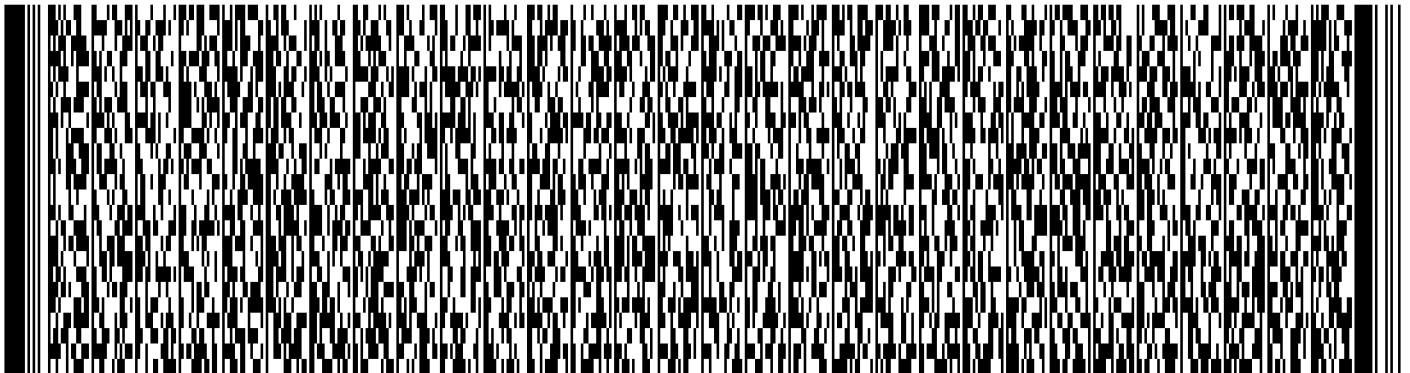
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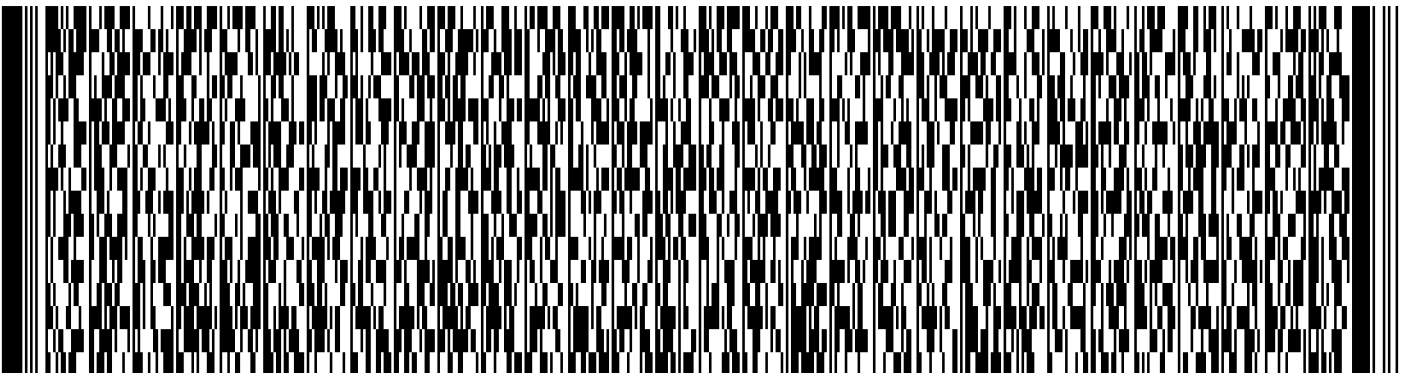
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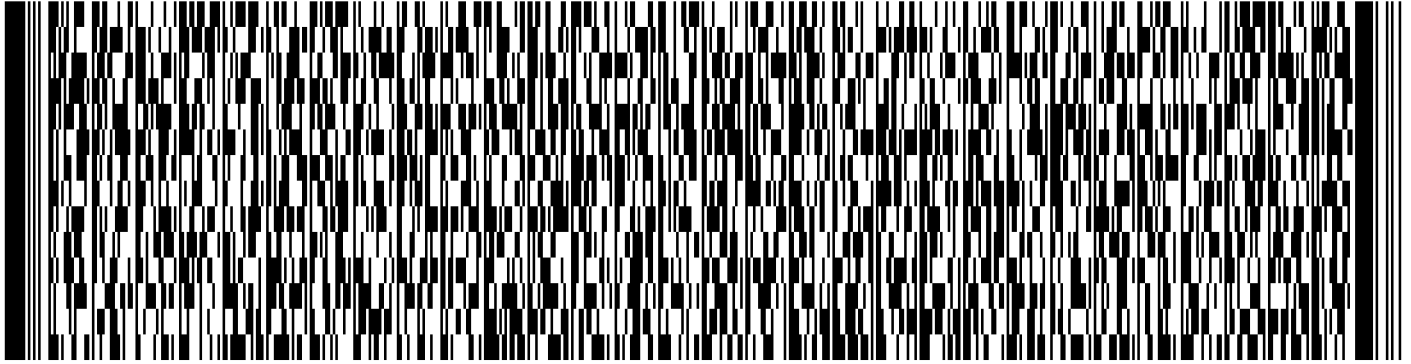
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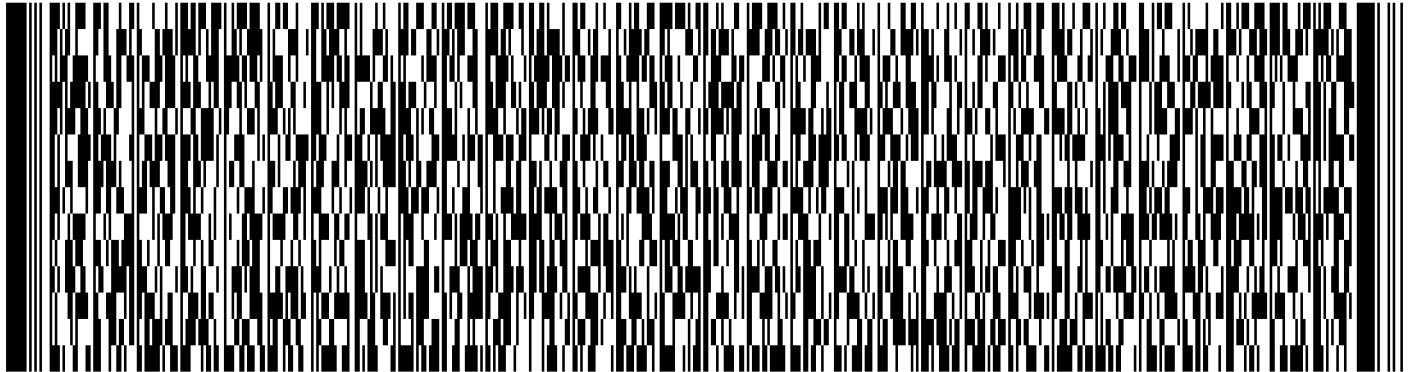
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Debtor's Name Ambipar Emergency Response

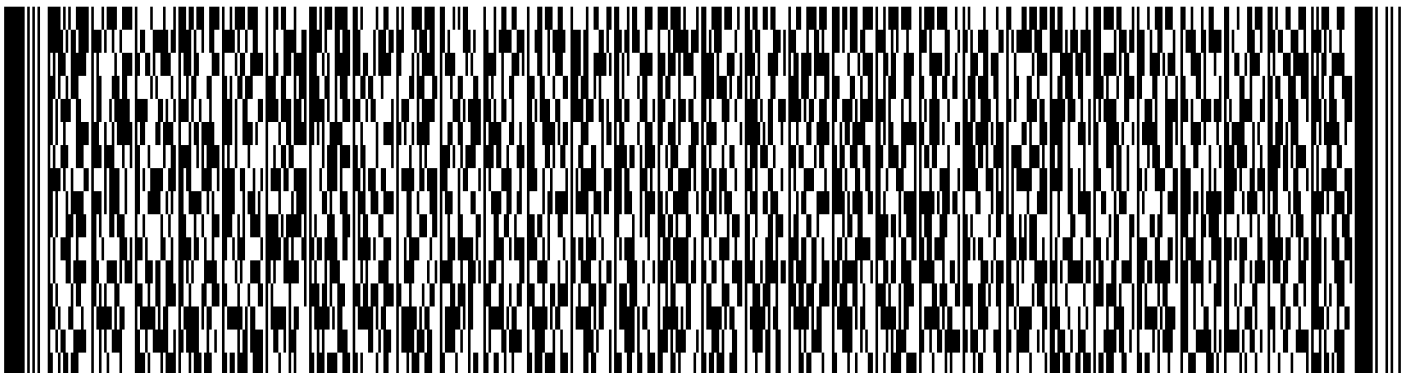
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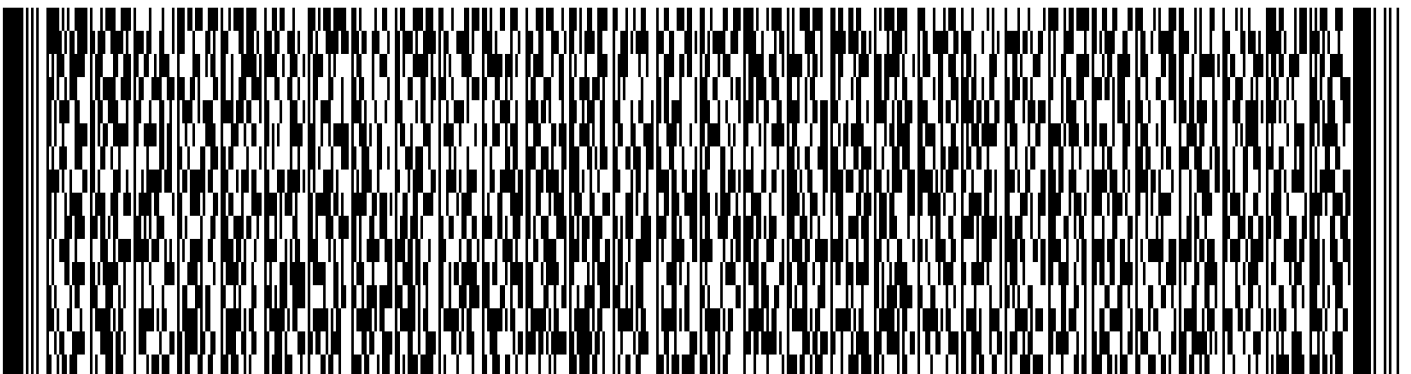
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Bankruptcy51to100



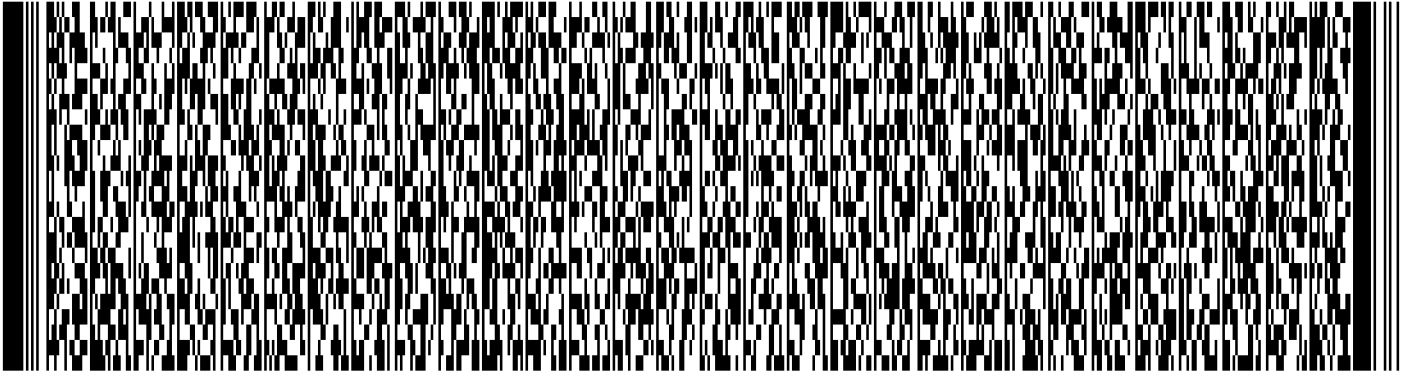
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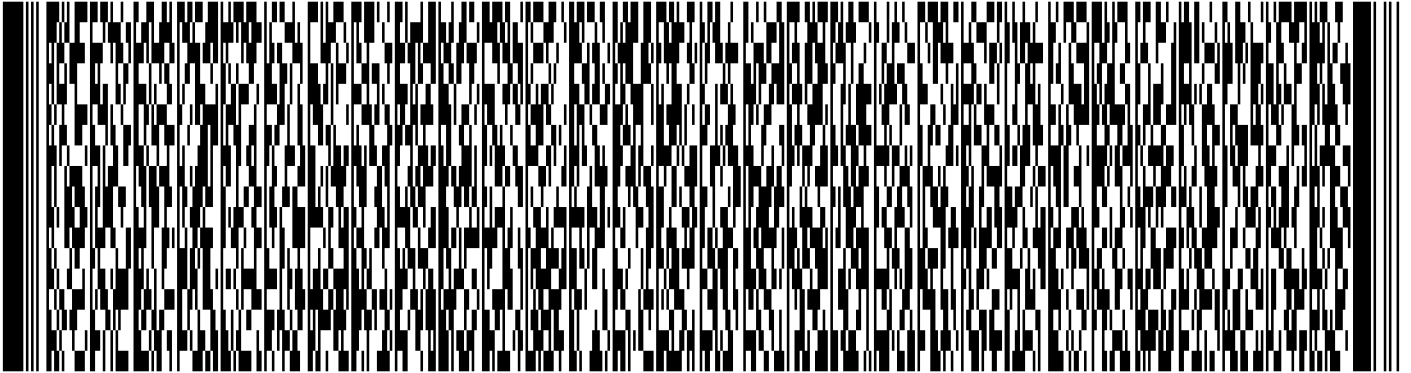
NonBankruptcy51to100

Debtor's Name Ambipar Emergency Response

Case No. 25-90524



PageThree



PageFour

**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)
)
)
)

**GLOBAL NOTES AND STATEMENTS OF LIMITATIONS, METHODOLOGY, AND
DISCLAIMERS REGARDING THE DEBTOR’S MONTHLY OPERATING REPORT
FOR THE PERIOD OF OCTOBER 20, 2025, THROUGH OCTOBER 31, 2025**

On October 20, 2025 (the “Petition Date”), Ambipar Emergency Response, the above-captioned debtor and debtor in possession (the “Debtor”) filed a voluntary petition in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) commencing a case for relief under chapter 11 of title 11 of the United States Code (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.

Further information about the Debtor, including factual background regarding its business, capital structure, and debt obligations, and the events leading to the filing of this chapter 11 case, is 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 Debtor has prepared and filed the attached monthly operating report and the exhibits thereto (the “MOR”) for the period including October 20, 2025, through October 31, 2025 (the “Reporting Period”) solely for the purpose of complying with the monthly reporting requirements applicable in the Debtor’s chapter 11 case and the instructions provided by the U.S. Trustee.

The Debtor has historically prepared consolidated quarterly and annual financial statements in accordance with the International Financial Reporting Standards (“IFRS”) issued by the International Accounting Standards Board. The financial information contained herein is limited in scope, covers a limited time period, and is presented on a preliminary and unaudited basis. As such, the MOR has not been subject to procedures that would typically be applied to financial statements prepared in accordance with IFRS or any other accounting standards or principles, nor does the MOR include all of the information and footnotes required by any such accounting standards or principles. Upon the application of such procedures, the financial information could be subject to changes, which could be material. The MOR neither purports to

¹ The last four digits of the Debtor’s taxpayer identification number are 0623. The Debtor’s address is P.O. Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001, Cayman Islands.

represent financial statements prepared in accordance with IFRS or any other accounting standards or principles, nor is it intended to be fully reconciled with the financial statements of the Debtor.

Solely to comply with its obligations to provide MORs during this chapter 11 case, the Debtor has prepared this MOR using the best information presently available to it, which has been collected, maintained, and prepared in accordance with its historical accounting practices. Wherever available or practicable to prepare, the Debtor has used information for the Reporting Period; where such information is not presently available or practicable to prepare, the Debtor has used the most recent information presently available or practicable to prepare. The MOR generally reflects the operations and financial position of the Debtor on a non-consolidated basis, in a form not maintained by the Debtor in the ordinary course of business, and is not intended to fully reconcile to the consolidated financial statements prepared by the Debtor. Accordingly, the amounts listed in the MOR will likely differ, at times materially, from the Debtor's historical consolidated financial reports. Because the Debtor's accounting systems, policies, and practices were developed to produce consolidated financial statements, rather than financial statements for the single Debtor legal entity, it is possible that not all assets, liabilities, income, or expenses have been recorded.

The results of operations and financial position contained herein are not necessarily indicative of results that may be expected for any period other than the Reporting Period and may not necessarily reflect the Debtor's future consolidated results of operations and financial position. Unless otherwise noted herein, the MOR generally reflects the Debtor's books and records and financial activity occurring during the Reporting Period. Except as may be otherwise noted, no adjustments have been made for activity occurring after the close of the Reporting Period.

The MOR should not be relied upon by any persons for information relating to current or future financial condition, events, or performance of the Debtor or its affiliates, as the results of operations contained herein are not necessarily indicative of results which may be expected from any other period or for the full year, and may not necessarily reflect the combined results of operations, financial position, and schedule of receipts and disbursements in the future of the Debtor and its affiliates. The MOR presents the Debtor's best estimates for the Reporting Period, but there can be no assurance that such information is complete, and the MOR may be subject to material amendment, modification, or supplement. These notes, statements, and limitations should be referred to, and referenced in connection with, any review of the MOR, of which they comprise an integral and material part.

RESERVATION OF RIGHTS

The information furnished in this MOR includes normal recurring adjustments but does not include all of the adjustments that typically would be made for interim financial statements presented in accordance with IFRS or any other accounting standards or principles. Although the Debtor made commercially reasonable efforts to ensure the accuracy and completeness of the MOR, inadvertent errors or omissions may exist. Accordingly, the Debtor hereby reserves all rights to dispute the validity, status, enforceability, or executory nature of any claim amount, agreement, representation, or other statement set forth in this MOR. Further, the Debtor reserves the right to amend, modify, or supplement this MOR in all respects, if necessary or appropriate, but undertakes

no obligation to do so. Nothing contained in this MOR shall constitute a waiver of any of the Debtor's rights or an admission with respect any matter.

For the reasons discussed above, there can be no assurance that the non-consolidated financial information presented herein is complete, and readers are cautioned not to rely on the MOR for any reason.

The financial statements of the Debtor's non-debtor affiliates have not been included in the MOR. Unless otherwise indicated, all amounts in the MOR are reflected in U.S. Dollars rounded to the nearest Dollar. The Debtor conducts business in multiple currencies. Solely for the purpose of preparing the MOR, non-U.S. currency amounts have been translated using publicly available prevailing foreign exchange rates as of October 31, 2025. Such translations are provided for illustrative purposes only and may differ materially from both current market values and values at the time of the transactions described in the MOR. Due to the fluctuations in exchange rates, the individual translation of specific accounts may not perfectly "balance" or "tie" to other amounts set forth in the MOR. Subtotals may differ from the summation of numbers presented. In any case, the original currency of any transaction described in the MOR shall control.

On October 30, 2025, the Brazilian Court entered an order (the "Consolidation Order") in the "RJ Proceedings" substantively consolidating the Debtor with the other "RJ Parties" (each as defined in the First Day Declaration). The Consolidation Order, as well as the scope of relief granted thereunder, is subject to challenge and appeal by certain parties to the RJ Proceedings. The Debtor has prepared this MOR on the basis that it has not been consolidated with the other RJ Parties.

SUPPORTING DOCUMENTATION AND CERTAIN ADJUSTMENTS, LIMITATIONS, METHODOLOGY, AND DISCLAIMERS

While the Debtor does not restate the above notes and reservations of rights in their entirety here, such notes and reservations apply to the entire MOR and each individual response or other item included in the MOR. In addition to such notes and reservations, the Debtor offers the following explanatory notes.

Statement of Cash Receipts and Disbursements. Reported cash receipts and disbursements exclude intercompany transactions, as provided in the instructions to the MOR. For additional information on ending cash balances per the Debtor's books and records, see the attached cash balances in the statement of cash receipts and disbursements.

Balance Sheet. As noted above, the Debtor has historically prepared financial statements on a consolidated basis, and it is on this basis that the Debtor continues to prepare and report financials in the ordinary course of business. This MOR is prepared on a single-entity basis. To prepare a balance sheet for the Debtor solely for the purpose of complying with the monthly operating requirements applicable in this chapter 11 case and the instructions provided by the U.S. Trustee, the Debtor made certain adjustments to its consolidating balance sheet, including but not limited to the reclassification of certain balances.

Income Statement. As noted above, the Debtor has historically prepared financial statements on a consolidated basis, and it is on this basis that the Debtor continues to prepare and

report financials in the ordinary course of business. This MOR is prepared on a single-entity basis. To prepare an income statement for the Debtor solely for the purpose of complying with the monthly operating requirements applicable in this chapter 11 case and the instructions provided by the U.S. Trustee, the Debtor made certain adjustments to its consolidating profits and loss statements, including but not limited to the reclassification of certain balances and exclusion of certain consolidation and equity-method accounting items.

Reporting Period. For the Reporting Period, the Debtor's books and records reflect activity from October 20, 2025, through the Reporting Period end date. Except as otherwise noted, no adjustments have been made for activity occurring after the close of the Reporting Period.

Part 1. Cash Receipts and Disbursements.

- Cash balances are reported based on the Debtor's bank statements. Reconciliation differences may exist between bank statement balances and balance sheet cash balances due to ordinary-course timing differences between payment execution in the Debtor's financial system and disbursement of funds from the Debtor's bank account.

Part 2. Asset and Liability Status.

- Total assets (item 2(e)). The Debtor has not historically and does not now reflect intercompany loans on its balance sheet, in accordance with IFRS standards. Accordingly, any such loans are excluded from this MOR.
- Prepetition secured debt (item 2(k)). The Debtor has no outstanding secured debt, and this item has accordingly been reported as zero.
- Prepetition priority debt (item 2(l)). The Debtor has not historically and does not now maintain records of any claims entitled to priority under the Bankruptcy Code. Nonetheless, the Debtor does not believe it is obligated on any obligations entitled to priority under the Bankruptcy Code, and this item has accordingly been reported as zero.
- Prepetition unsecured debt and total liabilities (debt) (items 2(m) and 2(n)). The Debtor's prepetition unsecured debt consists of the Debtor's limited guarantees of the "Green Notes" (as defined in the First Day Declaration), the Debtor's guarantee of certain currency swaps, and intercompany loans. The Debtor has not historically and does not now reflect such obligations on its balance sheet, in accordance with IFRS standards; however, solely for purposes of this MOR, the approximate maximum amounts under the Debtor's guarantees of the Green Notes are included in items 2(m) and 2(n). Such obligations remain contingent and unliquidated and are included for illustrative purposes only; the inclusion of such obligations does not constitute an admission of liability by the Debtor, and the Debtor reserves all rights. A detailed description of the Debtor's capital structure and debt obligations is set forth in the First Day Declaration.

Part 4. Income Statement.

- As noted above, the Debtor has historically prepared financial statements on a consolidated basis, and it is on this basis that the Debtor continues to prepare and report financials in the ordinary course of business. This MOR is prepared on a single-entity basis. To prepare an income statement for the Debtor solely for the purpose of complying with the monthly operating requirements applicable in this chapter 11 case and the instructions provided by the U.S. Trustee, the Debtor made certain adjustments to its consolidating profits and loss statements, including but not limited to the reclassification of certain balances and exclusion of certain consolidation and equity-method accounting items. The Debtor's responses to Part 4 reflect such adjustments.

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In re: Ambipar Emergency Response

Case No.: 25-90524

Statement of Cash Receipts and Disbursements
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(Values expressed in thousands of U.S. dollars)

Current Period

10/20/25 - 10/31/25

Cash flows from operating activities

Loss for the period

-

Adjustments to reconcile income to cash from (applied to) operations:

Equity in earnings of investments

-

Changes in assets and liabilities:

Other accounts receivable

-

Warrant and Earn-out

-

Cash generated from operating activities

-

Cash from (invested in) operations

\$

-

Cash flow from investing activities

Cash spent on companies' acquisitions; net of cash received

-

Net cash used in investing activities

\$

-

Cash flow from financing activities**Attributed to shareholders****Attributed to financing**

Related parties

50

Net cash generated from financing activities

\$

50

Increase (decrease) in cash and cash equivalents

\$

50

Exchange rate change in cash and cash equivalents

-

Cash and cash equivalents at the beginning of the period

-

Cash and cash equivalents at the end of the period

\$

-

In re: Ambipar Emergency Response

Case No.: 25-90524

Balance Sheet	
---------------	--

*(Values expressed in thousands of U.S. dollars)***October 31, 2025****Assets**

Cash and cash equivalents	51
Dividends Receivable	2,925
Other accounts equivalents	648
Total Current Assets	\$ 3,624

Related parties	57,619
Investments	164,972
Total Non-Current Assets	\$ 222,591

Total Assets	\$ 226,215
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Liabilities & Equity

Warrant and Earn-out	563
Total Non-Current Liabilities	\$ 563

Capital	277,210
Capital transactions	(21,831)
Accumulated translation adjustment	(12,272)
Retained earnings	(17,455)
Total Equity	\$ 225,652

Total Shareholders' Equity and Liabilities	\$ 226,215
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In re: Ambipar Emergency Response

Case No.: 25-90524

Statement of Operations	
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(Values expressed in thousands of U.S. dollars)

	Current Period
	10/20/25 - 10/31/25
Gross revenue	-
Deductions from gross income	-
Net revenue	\$ -
Cost of services rendered	-
Gross Profit	\$ -
Operating (expenses)/revenues	
Selling, general and administrative	-
Equity in earnings of investments	-
Other income, net expenses	-
Total Operating (expenses)/revenues	\$ -
Operating profit	-
Net finance costs	
Financial expenses	-
Financial income	-
Total Net finance costs	\$ -
Net income before income (loss) and social contribution taxes	-
Current income tax and social contribution	-
Deferred income tax and social contribution	-
Total income (loss) for the period	\$ -

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

In re:

AMBIPAR EMERGENCY RESPONSE,

Debtor.¹

Chapter 11

Case No. 25-90524 (ARP)

**SCHEDULES OF ASSETS AND LIABILITIES FOR
AMBIPAR EMERGENCY RESPONSE (CASE NO. 25-90524 (ARP))**

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.

**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)
)
)
)

**GLOBAL NOTES AND STATEMENTS OF
LIMITATIONS, METHODOLOGY, AND DISCLAIMERS
REGARDING THE DEBTOR'S SCHEDULES OF ASSETS
AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

Ambipar Emergency Response, the above-captioned debtor and debtor in possession (the “Debtor”)² is filing its Schedules of Assets and Liabilities (each, a “Schedule” and, collectively, the “Schedules”) and Statements of Financial Affairs (each, a “Statement” and, collectively, the “Statements” and, together with the Schedules, the “Schedules and Statements”) with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) pursuant to section 521 of title 11 of the United States Code (the “Bankruptcy Code”), rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 1007-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Local Rules”).

These global notes and statements of limitations, methodology, and disclaimers regarding the Schedules and Statements (the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of, all of the Schedules and Statements, and should be referred to, and referenced in connection with, any review of the Schedules and Statements.³

The Debtor has historically prepared consolidated quarterly and annual financial statements in accordance with the International Financial Reporting Standards (“IFRS”) issued by the International Accounting Standards Board. The Schedules and Statements are unaudited and reflect the Debtor’s reasonable efforts to report certain financial information on a standalone, unconsolidated basis. The financial information contained in the Schedules and Statements is

¹ The last four digits of the Debtor’s taxpayer identification number are 0623. The Debtor’s address is P.O. Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001, Cayman Islands.

² Further information about the Debtor, including factual background regarding its business, capital structure, and debt obligations, and the events leading to the filing of this chapter 11 case, is set forth in the *Amended Declaration of Thiago da Costa Silva in Support of Chapter 11 Petition* [Docket No. 15] (the “First Day Declaration”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

³ These Global Notes supplement, and are in addition to, any specific notes contained in the Debtor’s Schedules and Statements.

limited in scope, covers a limited time period, has been prepared solely for the purpose of the Debtor's compliance with disclosure obligations in chapter 11, and is presented on a preliminary and unaudited basis. As such, the Schedules and Statements have not been subject to procedures that would typically be applied to financial statements prepared in accordance with IFRS, generally accepted accounting principles utilized in the United States of America ("GAAP"), or any other accounting standards, nor do the Schedules and Statements include all of the information and notes required by any such accounting standards. Upon the application of such standards, the financial information could be subject to changes, which could be material. These Schedules and Statements neither purport to represent financial statements prepared in accordance with IFRS or GAAP, nor are they intended to be fully reconciled with the financial statements of the Debtor.

The Debtor has prepared the Schedules and Statements using the best information presently available, which has been collected, maintained, and prepared in accordance with their historical accounting practices, but which has not been adjusted, audited, or reconciled as information presented in the Debtor's consolidated financial statements is adjusted, audited, or reconciled. The Schedules and Statements generally reflect operations and financial information of the Debtor in a form not maintained by the Debtor in the ordinary course of their business and are not intended to reconcile to the consolidated financial statements prepared by the Debtor. Accordingly, the amounts set forth in the Schedules and Statements may materially differ from the Debtor's historical consolidated financial statements. Because the Debtor's accounting systems, policies, and practices were developed to produce consolidated financial statements, rather than financial statements by legal entity, it is possible that not all assets, liabilities, income, or expenses have been recorded.

The Debtor is a subsidiary of Ambipar Participações e Empreendimentos S.A. ("Ambipar Topco," collectively with its direct and indirect subsidiaries, the "Ambipar Group"). Ambipar Topco and certain of its subsidiaries (including the Debtor) are party to restructuring proceedings in Brazil (the "RJ Proceedings"). On October 30, 2025, the Brazilian Court entered an order (the "Consolidation Order") in the "RJ Proceedings" substantively consolidating the Debtor with the other "RJ Parties" (each as defined in the First Day Declaration). The Consolidation Order, as well as the scope of relief granted thereunder, is subject to challenge and appeal by certain parties to the RJ Proceedings. The Debtor has prepared its Schedules and Statements on the basis that it has not been consolidated with the other RJ Parties.

In preparing the Schedules and Statements, the Debtor relied on financial and other data derived from its books and records that was available at the time of such preparation. Although the Debtor has made commercially reasonable efforts to ensure the accuracy and completeness of the Schedules and Statements, subsequent information or discovery may result in material changes to the Schedules and Statements. As a result, errors or omissions may exist. Accordingly, the Debtor and its directors, managers, officers, agents, attorneys and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein, and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein or the Schedules and Statements. In no event shall the Debtor or its directors, managers, officers, agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a

potential claim against the Debtor or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if the Debtor or its directors, managers, officers, agents, attorneys, and financial advisors are advised of the possibility of such damages.

The Schedules and Statements have been signed by Thiago da Costa Silva, a director of the Debtor. In reviewing and signing the Schedules and Statements, Mr. da Costa Silva has relied upon the efforts, statements, advice, and representations of personnel of the Debtor and its affiliates, and their respective advisors and other professionals. Given the scale of the global business operated by the Debtor and its consolidated affiliates, Mr. da Costa Silva has not (and, practically, could not have) personally verified the accuracy of each statement and representation in the Schedules and Statements, including, but not limited to, statements and representations concerning amounts owed to creditors, classification of such amounts, and creditors' addresses.

Any audit, any future analysis of the information contained in the Schedules and Statements (or the data there underlying), or subsequent receipt of any information may result in material changes in information requiring amendment of the Schedules and Statements. Accordingly, the Schedules and Statements remain subject to further review and verification by the Debtor. The Debtor reserves the right to amend, modify, or supplement the Schedules and Statements from time to time as may be necessary or appropriate; provided that the Debtor, its agents, and its advisors expressly do not undertake any obligation to amend, modify, or supplement the information provided herein or to notify any third party should the information be amended, modified, or supplemented in any way, except to the extent required by applicable law.

The Schedules and Statements should not be relied upon by any persons for information relating to current or future financial condition, events, or performance of the Debtor or its affiliates, as the information (including results of operations) contained therein are not necessarily indicative of results which may be expected from any other period or for the full year, and may not necessarily reflect the combined results of operations, financial position, and schedule of receipts and disbursements in the future.

Global Notes and Overview of Methodology

1. **Description of the Debtor's Chapter 11 Case.** The Debtor commenced its voluntary cases under chapter 11 of the Bankruptcy Code on October 20, 2025 (the "Petition Date"). 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. The information provided herein, except as otherwise noted, represents the data of the Debtor as of the Petition Date.
2. **Global Notes Control.** In the event that any portion of the Schedules or Statements differs from any portion of the Global Notes, the Global Notes shall control. Disclosure of information in one or more Schedules, one or more Statements, or one or more exhibits or attachments to the Schedules or Statements, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedules, Statements, exhibits, or attachments.
3. **Reservation of Rights.** Commercially reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, as noted above, errors or

omissions may exist. The Debtor reserves all rights to amend, modify, or supplement the Schedules and Statements as may be necessary or appropriate but do not undertake any obligation to do so, except as required by applicable law. Nothing contained in the Schedules, Statements, or Global Notes shall constitute a waiver of rights, including, but not limited to, any rights or claims of the Debtor against any third party or issues involving substantive consolidation, defenses, statutory or equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable bankruptcy or non-bankruptcy laws (including Brazilian law) to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.

- a. **No Admission.** Nothing contained in the Schedules and Statements is intended as, or should be construed as, an admission or stipulation of the validity of any claim against any Debtor, any assertion made therein or herein, or a waiver of any of the Debtor's rights to dispute any claim or assert any cause of action or defense against any party.
- b. **Claims Listing and Descriptions.** The listing of a claim does not constitute an admission of liability by the Debtor, and the Debtor reserves the right to amend the Schedules and Statements accordingly. Any failure to designate a claim set forth on the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed," "contingent," or "unliquidated." The Debtor reserves the right to dispute and to assert setoff rights, counterclaims, and defenses to any claim reflected on the Schedules and Statements on any grounds, including, but not limited to, amount, liability, priority, status, and classification, and to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated."
- c. **Recharacterization.** The Debtor has made reasonable efforts to correctly characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. Nevertheless, the Debtor may not have accurately characterized, classified, categorized, or designated certain items and/or may have omitted certain items. Accordingly, the Debtor reserves all of its rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as necessary or appropriate, including, without limitation, whether contracts or leases included in the Schedules and Statements were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition.
- d. **Classifications.** The (i) listing of a claim in the Schedules of Liabilities D as "secured," "unsecured," "priority," "unsecured priority," or "unsecured nonpriority" or (iii) listing of a contract or lease on Schedule G as "executory" or "unexpired" does not constitute an admission by the Debtor of the legal rights of the claimant or contract counterparty, or a waiver of the Debtor's rights to recharacterize or reclassify such claim or contract pursuant to a schedule

amendment, claim objection or otherwise. Except as provided in an order of the Bankruptcy Court or the Brazilian Court, the Debtor reserves all rights to dispute and challenge the nature, priority, or amount of any creditor's claims or the characterization of the structure of any transaction, or any document or instrument related to any creditor's claim.

- e. **Estimates and Assumptions.** To prepare these Schedules and Statements and report information on a legal entity basis, the Debtor was required to make certain reasonable estimates and assumptions with respect to the reported amounts of assets and liabilities and the amount of contingent assets and contingent liabilities as of the Petition Date. The reported amounts of revenue are as of the latest available month-end close, which is October 31, 2025, as a proxy for the Petition Date, but actual results could differ from such estimates. Additionally, payments received post-petition are not reflected in the Schedules and Statements. The Debtor reserves all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.

- f. **Causes of Action.** Despite reasonable efforts, the Debtor may not have identified and/or set forth all of their causes of action (filed or potential) against third parties as assets in their Schedules and Statements, including, without limitation, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant bankruptcy and non-bankruptcy laws (including Brazilian law) to recover assets. The Debtor reserves all rights with respect to any claim, controversy, demand, right, action, suit, obligation, liability, debt, account, defense, offset, power, privilege, license, lien, indemnity, guaranty, interest, damage, remedy, cause of action, proceeding, agreement, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, in tort, at law, in equity, or otherwise. Causes of action also include: (i) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (ii) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of local, state, federal, or foreign law (including Brazilian law), or breach of any duty imposed by law or in equity, including, without limitation, securities laws, negligence, and gross negligence; (iii) the right to object to or otherwise contest claims or interests; (iv) claims pursuant to sections 362 or chapter 5 of the Bankruptcy Code; (v) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (vi) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including, without limitation, Brazilian law and fraudulent transfer laws, and neither the Global Notes nor the Schedules and Statements shall be deemed a waiver of any such claims, causes of action, or avoidance actions, or in any way prejudice or impair the assertion of such claims or causes of action.

- g. **Intellectual Property Rights.** The Debtor does not own intellectual property but may use intellectual property owned or licensed by Ambipar Group, which is not included on the Schedules and Statements. Exclusion of such intellectual property shall not be construed to be an admission that any such intellectual property rights attributable to the Debtor have been abandoned, have been terminated, or otherwise have expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. The Debtor reserves all of its rights with respect to the legal status of any and all intellectual property rights.
- h. **Insiders.** The Debtor has attempted to include all payments made on or within twelve months before the Petition Date to any individual (and their relatives) or entity who, in the Debtor's good faith belief, may be deemed an "insider" within the meaning of such term in the Bankruptcy Code. An individual or entity is designated as an "insider" for the purposes of the Schedules and Statements if such individual or entity, based on the totality of the circumstances, has at least a controlling interest in, or exercises sufficient authority over, the Debtor so as to dictate corporate policy and the disposition of corporate assets. The Debtor has also considered the requirements of IFRS and other reporting standards and their public disclosures with respect to designating certain individuals and entities as "insiders" herein.

The only individual insider to whom the Debtor has made any payment in the twelve months before the Petition Date is one member of the Debtor's board of directors, as reflected in Statements Question 4. While Statements Question 4 reflects multiple payments to such individual on the same date, those payments are not duplicative and reflect amounts owed and unpaid for prior months of service as a director.

Prior to the Petition Date, all other directors and officers of the Debtor serve in such capacities in connection with their employment by the Debtor's non-Debtor affiliates. While such individuals may have been compensated in connection with their employment by the Debtor's non-Debtor affiliates, neither the Debtor nor any other party on behalf of the Debtor compensated such individuals for their service as directors or officers, as the case may be, of the Debtor.

The inclusion or omission of a party as an "insider" for the purposes of the Schedules and Statements is for informational purposes and is not intended to be nor should be construed as an admission that those parties are insiders within the meaning of section 101(31) of the Bankruptcy Code. Information regarding the individuals or entities included as insiders in the Schedules and Statements may not be used for: (i) the purposes of determining (a) control of the Debtor; (b) the extent to which any individual or entity exercised management responsibilities or functions; (c) corporate decision-making authority over the Debtor; or (d) whether such individual or entity (or the Debtor) could successfully argue that they are not an insider under applicable law, including the Bankruptcy Code and other governing laws, or with respect to any theories of liability or (ii) any other purpose. The Debtor reserves all rights with respect thereto.

4. **Methodology.**

- a. **Basis of Presentation.** For financial reporting purposes, the Debtor and its affiliates have historically prepared consolidated financial statements in accordance with the IFRS but, for the purpose of reporting its Schedules and Statements, have provided financial information for the Debtor entity. Accordingly, the assets and liabilities set forth in the Schedules and Statements may be substantially different from financial information that would be prepared on a consolidated basis under IFRS. Therefore, these Schedules and Statements neither purport to represent financial statements prepared in accordance with IFRS nor are they intended to reconcile fully to the financial statements prepared by the Debtor and its affiliates. Unlike the consolidated financial statements, these Schedules and Statements, except where otherwise indicated, reflect the assets and liabilities of just the Debtor. Information contained in the Schedules and Statements has been derived from the Debtor's books and records and historical financial statements.

However, due to limitations within the Debtor's accounting systems, it is possible that not all assets, liabilities, or amounts of cash disbursements have been recorded on the Schedules and Statements and assets, liabilities, or cash disbursements may have been omitted from the Schedules and Statements. Accordingly, the Debtor reserves all rights to amend, modify, and/or supplement the Schedules and Statements in these regards, and in any case, the actual terms governing ownership of assets, obligations under liabilities, and amounts of cash disbursements govern the assets, liabilities, disbursements, and other transactions included in the Schedules and Statements.

Given, among other things, the uncertainty surrounding the collection, ownership, and valuation of certain assets and the amount and nature of certain liabilities, the Debtor's report of assets and liabilities shall not constitute an admission that the Debtor was solvent or insolvent on the Petition Date or at any time prior to or after the Petition Date. For the avoidance of doubt, nothing contained in the Schedules and Statements is indicative of the Debtor's enterprise value. The Schedules and Statements contain unaudited information that is subject to further review and potential adjustment.

- b. **Reporting Date.** Unless otherwise noted, the Schedules and Statements generally reflect the Debtor's books and records as of close of business on the Petition Date.
- c. **Confidential or Sensitive Information.** There may be instances in which certain information in the Schedules and Statements intentionally has been redacted due to concerns about the privacy of certain parties (*e.g.*, names, home addresses, etc.). The alterations will be limited to only what is necessary to protect the Debtor or the applicable third party. The Debtor is authorized or required to redact certain information from the public record pursuant to orders of the Bankruptcy Court

authorizing the Debtor to redact, seal, or otherwise protect such information from public disclosure.⁴

- d. **Intercompany Balances.** Receivables owed to the Debtor by certain of its non-Debtor affiliates are reported on Schedule A/B, per the Debtor's unaudited books and records.

The listing of any amounts with respect to such receivables is not, and should not be construed as, an admission or conclusion regarding the amount, allowance, classification, validity, or priority of such account or characterization of such balances as debt, equity, or otherwise. For the avoidance of doubt, the Debtor reserves all rights, claims, and defenses in connection with any and all intercompany balances, including, but not limited to, with respect to the characterization of intercompany claims, loans, and notes.

- e. **Duplication.** Certain of the Debtor's assets, liabilities, prepetition payments, and executory contracts may properly be disclosed in response to multiple parts of the Schedules and Statements. To the extent these disclosures would be duplicative, the Debtor has determined in certain instances to only list such assets, liabilities, and prepetition payments once. In other instances, the same assets, liabilities, prepetition payments, and executory contracts or unexpired leases inadvertently may be listed more than once.

- f. **Net Book Value of Assets.** In many instances, current market valuations are not maintained by or readily available to the Debtor. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate resources for the Debtor to obtain current market valuations for all assets. As such, unless otherwise indicated, net book values as of October 20, 2025, are presented for all assets. When necessary, the Debtor has indicated that the value of certain assets is "unknown" or "undetermined." The description of an amount as "unknown" or "undetermined" is not intended to reflect upon the materiality of such amount. Amounts ultimately realized may vary materially from net book value (or other value so ascribed). Accordingly, the Debtor reserves all rights to amend, modify, or supplement the asset values set forth in the Schedules and Statements. Assets that have been fully depreciated or that were expensed for accounting purposes either do not appear in these Schedules and Statements or are set forth with a zero-dollar value, as such assets have no net book value. The omission of an asset from the Schedules and Statements does not constitute a representation regarding the ownership of such asset, and any such omission does not constitute a waiver of any rights of the Debtor with respect to such asset. Nothing in the Debtor's Schedules and Statements shall be, or shall be deemed to be, an admission that the Debtor was

⁴ See, Order (I) Extending Time to File (A) Schedules of Assets and Liabilities and Schedules of Executory Contracts and Unexpired Leases, and (B) Statement of Financial Affairs, (II) Modifying Requirement to File List of Equity Security Holders, (III) Extending Time to File, and Modifying Frequency of, Reports Under Bankruptcy Rule 2015-3, (IV) Authorizing Redaction of Certain Personally Identifiable Information of Natural Persons, and (V) Granting Related Relief [Docket No. 70].

solvent or insolvent as of the Petition Date or any time prior to, or after, the Petition Date.

- g. **Language Translation.** The Debtor conducts business in multiple languages. Solely for the purpose of preparing the Schedules and Statements, and in an effort to promote English-language legibility of certain disclosures, the Debtor has translated certain parties' names, certain terms, conditions, and descriptions of documents or transactions, and certain other terms. Such translations are provided for illustrative purposes only and may contain errors or omissions. In any case, the original-language names, terms, and conditions of any transaction described in the Schedules and Statements govern such transaction in all respects.
- h. **Currency and Foreign Currency Conversion.** All amounts shown in the Schedules and Statements are in U.S. Dollars, unless otherwise indicated. The Debtor conducts business in multiple currencies. Solely for the purpose of preparing the Schedules and Statements, non-U.S. currency amounts have been translated using publicly available prevailing foreign-exchange rates corresponding to the respective reporting periods, consistent with the Debtor's historical closing and consolidation process. Such translations are provided for illustrative purposes only and may differ materially from both current market values and market values at the time of the transactions described in the Schedules and Statements. Due to the fluctuations in exchange rates, the individual translation of specific accounts may not perfectly "balance" or "tie" to other amounts set forth in the Schedules and Statements. In any case, the original currency of any transaction described in the Schedules and Statements shall control.
- i. **Allocation of Liabilities.** The Debtor, in consultation with its advisors and Ambipar Topco's advisors, have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and postpetition periods may change. The Debtor reserves the right to amend, modify, and/or supplement the Schedules and Statements as it deems appropriate in this regard.
- j. **Totals.** All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements and exclude items identified as "unknown" or "undetermined." If there are unknown or undetermined amounts, the actual totals may differ materially from the listed totals. The description of an amount as "unknown" or "undetermined" is not intended to reflect upon the materiality of such amount. To the extent the Debtor is a guarantor of debt issued by a non-Debtor affiliate, the amounts reflected in these Schedules may include the Debtor's guarantee obligations.
- k. **Guarantees and Other Secondary Liability Claims.** The Debtor has used commercially reasonable efforts to locate and identify guarantees and other secondary liability claims ("Guarantees") in their debt instruments and other

agreements. Where such Guarantees have been identified, they have been included in the relevant Schedules of liabilities. The Debtor reserves the right but is not required, to amend, modify, or supplement the Schedules and Statements if additional Guarantees are identified.

- l. **Executory Contracts.** Although the Debtor made diligent efforts to identify all executory contracts and unexpired leases to which the Debtor is the legal counterparty, there may be omissions. Accordingly, the Debtor reserves the right but is not required, to amend, modify, or supplement Schedule G. Additionally, the inclusion of an agreement on Schedule G does not reflect any admission or decision by the Debtor as to whether or not such agreement is executory in nature.
- m. **Unliquidated Amounts.** Claim amounts that could not be readily quantified by the Debtor are scheduled as “unliquidated.”
- n. **Undetermined Amounts.** The description of an amount as “unknown” or “undetermined” is not intended to reflect upon the materiality of such amount.

Specific Schedules Disclosures

Schedules A/B, D, E/F, G, and H may contain explanatory or qualifying notes that pertain to the information provided in the Schedules. Those Schedule-specific notes are incorporated herein by reference. Unless otherwise noted, the total assets set forth on the Schedules are derived from amounts included in the Debtor’s books and records as of October 20, 2025. To the extent there are unknown or undetermined amounts, the actual total may be different from the total listed.

Part 1 – Cash and Cash Equivalents

Schedule A/B 3 – Checking, Savings, or Other Financial Accounts, CDs, etc.
Schedule A/B 3 lists bank account balances at net book value as of the Petition Date.

Part 4 – Investments

Schedule A/B 15 – Investments. Schedule A/B 15 includes the Debtor’s only direct subsidiary, Emergência Participações S.A., which is wholly owned by the Debtor. Subsidiaries owned indirectly by the Debtor are not included. Values of the ownership interests included in Schedule A/B 15 have been set forth at net book value. The fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from its net book value.

Part 11 – All Other Assets

Schedule A/B 77 – Other Property of Any Kind. Schedule A/B 77 includes receivables owed to the Debtor by certain of its non-Debtor affiliates. The values of such receivables have been set forth at net book value. The fair market value and ultimate collection of such ownership is dependent on numerous variables and factors and may differ significantly from its net book value. Schedule A/B 77 also includes a retainer for local

bankruptcy counsel in the chapter 11 case that was paid by Ambipar Topco on behalf of and for the benefit of the Debtor.

Specific Notes Regarding Schedule D

The Debtor does not have any secured debt obligations. A detailed description of the Debtor's capital structure is set forth in the First Day Declaration.

Specific Notes Regarding Schedule E/F

- a. **Part 1 – Creditors with Priority Unsecured Claims.** The Debtor has not historically and does not now maintain records of any claims entitled to priority under the Bankruptcy Code in the ordinary course of business. The exclusion of any claim on Schedule E/F does not constitute an admission by the Debtor that such claim is not entitled to priority treatment under section 507 of the Bankruptcy Code. The Debtor reserves the right to dispute the amount and/or priority status of any claim on any basis at any time.
- b. **Part 2 – Creditors with Nonpriority Unsecured Claims.** The liabilities identified in Schedule E/F, Part 2, are derived from the Debtor's books and records. The Debtor made a reasonable attempt to set forth its unsecured obligations, although the actual amount of claims against the Debtor may vary from those liabilities represented in Schedule E/F, Part 2. The listed liabilities may not reflect the correct amount of any unsecured creditor's allowed claims or the correct amount of all unsecured claims.

In many cases, the claims set forth on Schedule E/F, Part 2, arose, accrued, or were incurred on various dates or on a date or dates that are unknown to the Debtor or are subject to dispute. Where the determination of the date on which a claim arose, accrued, or was incurred would be unduly burdensome, costly, and inefficient, the Debtor has not listed a specific date or dates for such claim. In addition, Schedule E/F, Part 2 does not include rejection damage claims of the counterparties to executory contracts and unexpired leases that may be rejected, if any, to the extent such damage claims exist. Further, certain accounting reserves relating to the potential exercise of warrants issued by the Company are not reflected in Schedule E/F.

Specific Notes Regarding Schedule G

While the Debtor's existing books, records, and financial systems have been relied upon to identify and schedule executory contracts, and although commercially reasonable efforts have been made to ensure the accuracy of Schedule G, errors, omissions, or over-inclusions may have occurred. The Debtor does not make, and specifically disclaims, any representation or warranty as to the completeness or accuracy of the information set forth on Schedule G. Schedule G may be amended, modified, or supplemented at any time to add any omitted Agreements.

The Debtor hereby reserves all of its rights to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in Schedule G and to amend, modify, or supplement Schedule G as necessary.

The agreements set forth on Schedule G may have expired or may have been amended, modified, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be included in Schedule G. Further, unless otherwise specified in Schedule G, each executory contract or unexpired lease included therein shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is included thereon.

Omission of a contract or agreement from Schedule G does not constitute an admission, concession, or stipulation that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtor's rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission. Likewise, the inclusion of an agreement in Schedule G does not constitute an admission, concession, or stipulation that such Agreement is an executory contract or unexpired lease or that such Agreement was in effect on the Petition Date or is valid or enforceable.

Specific Notes Regarding Schedule H

Co-Debtors. The Debtor may not have identified certain guarantees that are embedded in the Debtor's executory contracts, unexpired leases, debt instruments, and other agreements, to the extent applicable. Further, certain of the guarantees reflected on Schedule H may have expired or may no longer be enforceable. Thus, the Debtor reserves all rights to amend Schedule H to the extent that additional guarantees are identified or such guarantees are discovered to have expired or become unenforceable.

Specific Notes Regarding Statements

- a. **Question 1 – Gross Revenue from Business; Question 2 – Non-Business Revenue.** The values reflected in Statements Question 1 and Statements Question 2 reflect revenue through October 31, 2025, and are presented on an accrual basis, not a cash basis.

Non-business revenue in Statements Question 2 includes items such as interest income and equity earnings of investments.

- b. **Question 3 – Certain Payments or Transfers to Creditors Within 90 Days Before Filing this Case.** The payments disclosed in Statements Question 3 are based on payments made by the Debtor with payment dates from July 22, 2025, through October 20, 2025. Prepetition amounts still owed to creditors will appear on the Schedules, as applicable.

The response to Statements Question 3 excludes payments set forth on Statement 4.

- c. **Question 4 – Payments or Transfers to Insiders.** The information reported on Statements Question 4 is representative of the payments made to insiders during the one year prior to the Petition Date. For the avoidance of doubt, Statements Question 4 may include payments to individuals who may have been insiders at the time they were employed by the Company but are no longer employed by the Company.
- d. **Question 11 – Payments Related to Bankruptcy.** All payments for services of any entities that provided consultation concerning debt counseling or restructuring services, relief under the Bankruptcy Code, or preparation of a petition in bankruptcy within one year immediately preceding the Petition Date, to the extent related to the Debtor, were paid in full by Ambipar Topco or other non-Debtor affiliates prior to the Petition Date.
- e. **Question 16 – Personally Identifiable Information.** The Debtor collects a limited amount of information from individuals in the ordinary course of business. The applicable privacy policy of Ambipar Group is available at <https://ambipar.com/uk/privacy-policy/>.
- f. **Question 25 – Other Businesses in which the Debtor Has or Has Had an Interest.** The Debtor's response to Statements Question 25 includes legal entities (including operating businesses) in which the Debtor currently has or historically has had a direct interest.
- g. **Question 26 – Books, Records, and Financial Statements.** From time to time, the Debtor may provide certain parties such as banks, auditors, potential investors, vendors, and financial advisors with financial statements. The Debtor does not maintain detailed records tracking such disclosures, and so such parties are not included in Statements Question 26. Additionally, disclosures and filings with the U.S. Securities and Exchange Commission are not included in Statements Question 26.
- h. **Question 30 – Payments, Distributions, or Withdrawals Credited or Given to Insiders.** Refer to the Methodology section and Statements Question 4, above, regarding all payments to insiders.

Fill in this information to identify the case:

Debtor Name: In re : Ambipar Emergency Response

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 25-90524 (ARP)

☐ Check if this is an amended filing**Official Form 206Sum****Summary of Assets and Liabilities for Non-Individuals****12/15****Part 1: Summary of Assets****1. Schedule A/B: Assets—Real and Personal Property** (Official Form 206A/B)**1a. Real property:**Copy line 88 from *Schedule A/B*

\$ 0.00

1b. Total personal property:Copy line 91A from *Schedule A/B*

\$ 225,591,507.09

1c. Total of all property:Copy line 92 from *Schedule A/B*

\$ 225,591,507.09

Part 2: Summary of Liabilities**2. Schedule D: Creditors Who Have Claims Secured by Property** (Official Form 206D)Copy the total dollar amount listed in Column A, *Amount of claim*, from line 3 of *Schedule D*

\$ 0.00

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)**3a. Total claim amounts of priority unsecured claims:**Copy the total claims from Part 1 from line 5a of *Schedule E/F*

\$ 0.00

3b. Total amount of claims of nonpriority amount of unsecured claims:Copy the total of the amount of claims from Part 2 from line 5b of *Schedule E/F*

+ \$ 304,000,000.00

4. Total liabilities

Lines 2 + 3a + 3b

\$ 304,000,000.00

Fill in this information to identify the case:

Debtor Name: In re : Ambipar Emergency Response

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 25-90524 (ARP)

☐ Check if this is an amended filing**Official Form 206A/B****Schedule A/B: Assets - Real and Personal Property**

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents**1. Does the debtor have any cash or cash equivalents?**

- ☐ No. Go to Part 2.
- ☒ Yes. Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor**Current value of debtor's interest****2. Cash on hand**

2.1 None \$

3. Checking, savings, money market, or financial brokerage accounts (Identify all)

Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number	
3.1 JP Morgan Chase Bank	Checking	7603	\$ 1,000.00

4. Other cash equivalents (Identify all)

4.1 None \$

5. Total of Part 1

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

\$ 1,000.00

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 2: Deposits and prepayments**6. Does the debtor have any deposits or prepayments?**

- ☒ No. Go to Part 3.
- ☐ Yes. Fill in the information below.

Current value of debtor's interest

7. Deposits, including security deposits and utility deposits

Description, including name of holder of deposit

\$

8. Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent

Description, including name of holder of prepayment

\$

9. Total of Part 2.

Add lines 7 through 8. Copy the total to line 81.

\$ 0.00

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 3: Accounts receivable**10. Does the debtor have any accounts receivable?**

- ☒ No. Go to Part 4.
- ☐ Yes. Fill in the information below.

Current value of debtor's interest**11. Accounts receivable**

	Description	face amount	doubtful or uncollectible accounts		
11a.	90 days old or less:	\$ _____	- \$ _____	=.... →	\$ _____
11b.	Over 90 days old:	\$ _____	- \$ _____	=.... →	\$ _____

12. Total of Part 3.

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

\$ _____ 0.00

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 4: Investments**13. Does the debtor own any investments?**

- ☐ No. Go to Part 5.
- ☒ Yes. Fill in the information below.

Valuation method used
for current value

Current value of debtor's interest

14. Mutual funds or publicly traded stocks not included in Part 1

Name of fund or stock:

14.1 None \$

15. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture

Name of entity:

% of ownership:

15.1 Emergência Participações S.A. 100% Book Value \$ 164,972,000.00

16. Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1

Describe:

16.1 None \$

17. Total of Part 4.

Add lines 14 through 16. Copy the total to line 83.

\$ 164,972,000.00

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name _____

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

- ☒ No. Go to Part 6.
- ☐ Yes. Fill in the information below.

General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19. Raw materials		\$		\$
20. Work in progress		\$		\$
21. Finished goods, including goods held for resale		\$		\$
22. Other inventory or supplies		\$		\$

23. Total of Part 5.

Add lines 19 through 22. Copy the total to line 84.

\$ 0.00

24. Is any of the property listed in Part 5 perishable?

- ☐ No
- ☐ Yes

25. Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?

- ☐ No
- ☐ Yes. Description _____ Book value \$ _____ Valuation method _____ Current value \$ _____

26. Has any of the property listed in Part 5 been appraised by a professional within the last year?

- ☐ No
- ☐ Yes

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name _____

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

- ☒ No. Go to Part 7.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
28. Crops—either planted or harvested	\$ _____		\$ _____
29. Farm animals <i>Examples:</i> Livestock, poultry, farm-raised fish	\$ _____		\$ _____
30. Farm machinery and equipment (Other than titled motor vehicles)	\$ _____		\$ _____
31. Farm and fishing supplies, chemicals, and feed	\$ _____		\$ _____
32. Other farming and fishing-related property not already listed in Part 6	\$ _____		\$ _____
33. Total of Part 6. Add lines 28 through 32. Copy the total to line 85.			\$ _____ 0.00

34. Is the debtor a member of an agricultural cooperative?

- ☐ No
- ☐ Yes. Is any of the debtor's property stored at the cooperative?
- ☐ No
- ☐ Yes

35. Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed?

- ☐ No
- ☐ Yes. Description _____ Book value \$ _____ Valuation method _____ Current value \$ _____

36. Is a depreciation schedule available for any of the property listed in Part 6?

- ☐ No
- ☐ Yes

37. Has any of the property listed in Part 6 been appraised by a professional within the last year?

- ☐ No
- ☐ Yes

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

- ☒ No. Go to Part 8.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39. Office furniture			
_____	\$ _____	_____	\$ _____
40. Office fixtures			
_____	\$ _____	_____	\$ _____
41. Office equipment, including all computer equipment and communication systems equipment and software			
_____	\$ _____	_____	\$ _____
42. Collectibles <i>Examples:</i> Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles			
_____	\$ _____	_____	\$ _____

43. **Total of Part 7.**

Add lines 39 through 42. Copy the total to line 86.

\$ _____ 0.00

44. Is a depreciation schedule available for any of the property listed in Part 7?

- ☐ No
- ☐ Yes

45. Has any of the property listed in Part 7 been appraised by a professional within the last year?

- ☐ No
- ☐ Yes

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

- ☒ No. Go to Part 9.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest	Valuation method used for current value	Current value of debtor's interest
Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	(Where available)		

47. Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles

_____ \$ _____ \$ _____

48. Watercraft, trailers, motors, and related accessories Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels

_____ \$ _____ \$ _____

49. Aircraft and accessories

_____ \$ _____ \$ _____

50. Other machinery, fixtures, and equipment (excluding farm machinery and equipment)

_____ \$ _____ \$ _____

51. Total of Part 8.

Add lines 47 through 50. Copy the total to line 87.

\$ _____ 0.00

52. Is a depreciation schedule available for any of the property listed in Part 8?

- ☐ No
- ☐ Yes

53. Has any of the property listed in Part 8 been appraised by a professional within the last year?

- ☐ No
- ☐ Yes

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 9: Real property**54. Does the debtor own or lease any real property?**

- ☒ No. Go to Part 10.
- ☐ Yes. Fill in the information below.

55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest

Description and location of property	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available.				
55.1 _____		\$ _____		\$ _____

56. Total of Part 9.

Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88.

\$ 0.00

57. Is a depreciation schedule available for any of the property listed in Part 9?

- ☐ No
- ☐ Yes

58. Has any of the property listed in Part 9 been appraised by a professional within the last year?

- ☐ No
- ☐ Yes

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 10: Intangibles and intellectual property

59. Does the debtor have any interests in intangibles or intellectual property?

- ☒ No. Go to Part 11.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade secrets	\$		\$
61. Internet domain names and websites	\$		\$
62. Licenses, franchises, and royalties	\$		\$
63. Customer lists, mailing lists, or other compilations	\$		\$
64. Other intangibles, or intellectual property	\$		\$
65. Goodwill	\$		\$

66. Total of Part 10.

Add lines 60 through 65. Copy the total to line 89.

\$ 0.00

67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)?

- ☐ No
- ☐ Yes

68. Is there an amortization or other similar schedule available for any of the property listed in Part 10?

- ☐ No
- ☐ Yes

69. Has any of the property listed in Part 10 been appraised by a professional within the last year?

- ☐ No
- ☐ Yes

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 11: All other assets**70. Does the debtor own any other assets that have not yet been reported on this form?**

Include all interests in executory contracts and unexpired leases not previously reported on this form.

- ☐ No. Go to Part 12.
- ☒ Yes. Fill in the information below.

Current value of debtor's interest

71. Notes receivable

Description (include name of obligor)	Total face amount	doubtful or uncollectible accounts	
71.1 None	\$	- \$	=.... → \$

72. Tax refunds and unused net operating losses (NOLs)

Description (for example, federal, state, local)	Tax year	
72.1 None		\$

73. Interests in insurance policies or annuities

73.1 None	\$
-----------	----

74. Causes of action against third parties (whether or not a lawsuit has been filed)

74.1 None	\$
Nature of claim	
Amount requested	\$

75. Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims

75.1 None	\$
Nature of claim	
Amount requested	\$

76. Trusts, equitable or future interests in property

76.1 None	\$
-----------	----

77. Other property of any kind not already listed Examples: Season tickets, country club membership

77.1 Dividend Receivable	\$	2,925,000.00
77.2 Intercompany Receivable from Ambipar Holding Canada	\$	12,713,949.18
77.3 Intercompany Receivable from Ambipar Holding USA Inc.	\$	9,725,111.00
77.4 Intercompany Receivable from Ambipar Holdings UK Limited	\$	3,188,517.96
77.5 Intercompany Receivable from Ambipar Response EMS Inc	\$	296,840.00
77.6 Intercompany Receivable from Emergência Participações	\$	31,694,088.95
77.7 Local Bankruptcy Counsel Retainer	\$	75,000.00

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

78. Total of Part 11.

Add lines 71 through 77. Copy the total to line 90.

\$ 60,618,507.09

79. Has any of the property listed in Part 11 been appraised by a professional within the last year?

☒ No

☐ Yes

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form.

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1.</i>	\$ 1,000.00	
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	\$ 0.00	
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	\$ 0.00	
83. Investments. <i>Copy line 17, Part 4.</i>	\$ 164,972,000.00	
84. Inventory. <i>Copy line 23, Part 5.</i>	\$ 0.00	
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	\$ 0.00	
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	\$ 0.00	
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	\$ 0.00	
88. Real property. <i>Copy line 56, Part 9.....</i> →		\$ 0.00
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	\$ 0.00	
90. All other assets. <i>Copy line 78, Part 11.</i>	\$ 60,618,507.09	
91. Total. Add lines 80 through 90 for each column.....91a.	\$ 225,591,507.09	\$ 0.00
92. Total of all property on Schedule A/B. Lines 91a + 91b = 92.		\$ 225,591,507.09

Fill in this information to identify the case:

Debtor Name: In re : Ambipar Emergency Response

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 25-90524 (ARP)

☐ Check if this is an amended filing**Official Form 206D****Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

- ☒ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- ☐ Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims**2. List in alphabetical order all creditors who have secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim.

Column A
Amount of claim
 Do not deduct the value of collateral.

Column B
Value of collateral that supports this claim

2.1 Creditor's name

Describe debtor's property that is subject to a lien

\$ _____ \$ _____

Creditor's Name

Creditor's mailing address

Describe the lien

Notice Name

Street

Is the creditor an insider or related party?

- ☐ No
- ☐ Yes

City

State

ZIP Code

Country

Is anyone else liable on this claim?

- ☐ No
- ☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H).

Date debt was incurred**Last 4 digits of account number****As of the petition filing date, the claim is:**

Check all that apply.

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Do multiple creditors have an interest in the same property?

- ☐ No
- ☐ Yes. Have you already specified the relative priority?
- ☐ No. Specify each creditor, including this creditor, and its relative priority.
- ☐ Yes. The relative priority of creditors is specified on lines _____

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

\$ _____

Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address	On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for this entity
Name _____	Line _____	_____
Notice Name _____		
Street _____		

City _____ State _____ ZIP Code _____		
Country _____		

Fill in this information to identify the case:

Debtor Name: In re : Ambipar Emergency Response

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 25-90524 (ARP)

☐ Check if this is an amended filing**Official Form 206E/F****Schedule E/F: Creditors Who Have Unsecured Claims**

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims**1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).**

- ☒ No. Go to Part 2.
☐ Yes. Go to Line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

Total claim	Priority amount
-------------	-----------------

2.1 Priority creditor's name and mailing address

As of the petition filing date, the claim is: \$

Check all that apply.

Creditor Name

☐ Contingent

Creditor's Notice name

☐ Unliquidated☐ Disputed

Address

Basis for the claim:

City

State

ZIP Code

Country

Date or dates debt was incurred**Last 4 digits of account number****Specify Code subsection of PRIORITY unsecured****claim:** 11 U.S.C. § 507(a) ()**Is the claim subject to offset?**

- ☐ No
☐ Yes

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

3.1 Nonpriority creditor's name and mailing address

Deutsche Bank S.A. - Banco Alemão

Creditor Name

Creditor's Notice name

Avenida Faria Lima, 3,900

Address

13th Floor

São Paulo

City

State

04-538-132

ZIP Code

Brazil

Country

Date or dates debt was incurred

Various

Last 4 digits of account

number

As of the petition filing date, the claim is:*Check all that apply.*☒ Contingent☒ Unliquidated☒ Disputed**Basis for the claim:**

Swap Provider

Amount of claim

\$ Undetermined

3.2 Nonpriority creditor's name and mailing address

The Bank of New York Mellon, as Indenture Trustee of Green Bonds due 2031

Creditor Name

Creditor's Notice name

240 Greenwich Street, Floor 2

Address

New York

City

NY

State

10286

ZIP Code

Country

Date or dates debt was incurred

2/6/2024

Last 4 digits of account

number

As of the petition filing date, the claim is:*Check all that apply.*☒ Contingent☒ Unliquidated☐ Disputed**Basis for the claim:**

Limited Guarantee 2031 Green Notes

\$ 200,000,000.00

Is the claim subject to offset?☒ No☐ Yes

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

3.3 Nonpriority creditor's name and mailing address

The Bank of New York Mellon, as IndentureTrustee of Green Bonds due 2033

Creditor Name

Creditor's Notice name

240 Greenwich Street, Floor 2

Address

New York

NY

10286

City

State

ZIP Code

Country

Date or dates debt was incurred

2/5/2025

Last 4 digits of account

number

As of the petition filing date, the claim is: \$ 104,000,000.00*Check all that apply.*☒ Contingent☒ Unliquidated☐ Disputed**Basis for the claim:**

Limited Guarantee 2033 Green Notes

Is the claim subject to offset?☒ No☐ Yes

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors. If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address

On which line in Part 1 or Part 2 is the related creditor (if any) listed?

Last 4 digits of account number, if any

Name

Line

☐ Not Listed.Explain

Notice Name

Street

City

State

ZIP Code

Country

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

		Total of claim amounts
5a. Total claims from Part 1	5a.	\$ 0.00
5b. Total claims from Part 2	5b. +	\$ 304,000,000.00
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c.	\$ 304,000,000.00

Fill in this information to identify the case:

Debtor Name: In re : Ambipar Emergency Response

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 25-90524 (ARP)

☐ Check if this is an amended filing**Official Form 206G****Schedule G: Executory Contracts and Unexpired Leases****12/15**

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

- ☐ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
- ☒ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

2. List all contracts and unexpired leases**State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease****2.1 State what the contract or lease is for and the nature of the debtor's interest**Business Combination AgreementAmbipar Participações e Empreendimentos S.A.NameNotice NameAvenida Pacaembu, 1088AddressRoom 09, Pacaembu**State the term remaining**Unknown**List the contract number of any government contract**São Paulo01234-000CityStateZIP CodeSP BrazilCountry**2.2 State what the contract or lease is for and the nature of the debtor's interest**Legal ServicesCarey Olsen Cayman LimitedNameNotice NamePavilion East Cricket SquareAddress205 Elgin Ave**State the term remaining**Unknown**List the contract number of any government contract**George TownKY1-10001CityStateZIP CodeGrand CaymanCountry

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

2.3 State what the contract or lease is for and the nature of the debtor's interest

Warrant Agreement

Continental Stock Transfer & Trust Company

Name

Compliance Department

Notice Name

One State Street, 30th Floor

State the term remaining

Unknown

Address

List the contract number of any government contract

New York

NY

10004

City

State

ZIP Code

Country

2.4 State what the contract or lease is for and the nature of the debtor's interest

Business Combination Agreement

Emergência Participações S.A.

Name

Luciana Freire Barca Nascimento; Alessandra Bessa Alves de Melo

Notice Name

Avenida Angélica, nº 2346

State the term remaining

Unknown

Address

5th floor, room 4, Consolação,

List the contract number of any government contract

São Paulo

01228-200

City

State

ZIP Code

SP Brazil

Country

2.5 State what the contract or lease is for and the nature of the debtor's interest

Investor Rights Agreement

HPX Capital Partners

Name

Notice Name

1000 N. West Street

State the term remaining

Unknown

Address

Suite 1200

List the contract number of any government contract

Wilmington

DE

19801

City

State

ZIP Code

Country

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

2.6 State what the contract or lease is for and the nature of the debtor's interest

Banking Agreement

JPMorgan Chase Bank, N.A.

Name

Colleen Solomon

Notice Name

4 New York Plaza Floor 13

State the term remaining

Unknown

Address

List the contract number of any government contract

New York

NY

10004

City

State

ZIP Code

Country

2.7 State what the contract or lease is for and the nature of the debtor's interest

Director Agreement

Marco Zanini

Name

Notice Name

Av. Angélica, 2346, 5th floor

State the term remaining

Unknown

Address

Consolação

List the contract number of any government contract

São Paulo

01.228-200

City

State

ZIP Code

Brazil

Country

2.8 State what the contract or lease is for and the nature of the debtor's interest

Investor Rights Agreement

Opportunity Agro Fundo de Investimento em Participações
Multiestratégia Investimento no Exterior

Name

Notice Name

Rua Visconde de Pirajá 351

State the term remaining

Unknown

Address

14th floor (part)

List the contract number of any government contract

Ipanema

Rio de Janeiro

22410-906

City

State

ZIP Code

Brazil

Country

Fill in this information to identify the case:

Debtor Name: In re : Ambipar Emergency Response

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 25-90524 (ARP)

☐ Check if this is an amended filing**Official Form 206H****Schedule H: Codebtors****12/15****Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.****1. Does the debtor have any codebtors?**

- ☐ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
- ☒ Yes

2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

Column 1: Codebtor				Column 2: Creditor	
Name	Mailing address			Name	Check all schedules that apply:
2.1 Ambipar Lux S.à.r.l	Rod Anhanguera, Sn, Distrito Industrial			The Bank of New York Mellon, as Indenture Trustee of Green Bonds due 2031	☐ D
	Street				☒ E/F
					☐ G
	Nova Odessa	SP	13.388-220		
	City	State	ZIP Code		
	Brazil				
	Country				
2.2 Ambipar Lux S.à.r.l	Rod Anhanguera, Sn, Distrito Industrial			The Bank of New York Mellon, as Indenture Trustee of Green Bonds Due 2033	☐ D
	Street				☒ E/F
					☐ G
	Nova Odessa	SP	13.388-220		
	City	State	ZIP Code		
	Brazil				
	Country				

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

2.3	Ambipar Participações e Empreendimentos S.A.	Av Pacaembu, 1088, Pacaembu	Deutsche Bank S.A. - Banco Alemão	☐ D
		Street		☒ E/F
				☐ G
		Sao Paulo SP 01.234-000		
		City State ZIP Code		
		Brazil		
		Country		
2.4	Ambipar Participações e Empreendimentos S.A.	Av Pacaembu, 1088, Pacaembu	The Bank of New York Mellon, as Indenture Trustee of Green Bonds due 2031	☐ D
		Street		☒ E/F
				☐ G
		Sao Paulo SP 01.234-000		
		City State ZIP Code		
		Brazil		
		Country		
2.5	Ambipar Participações e Empreendimentos S.A.	Av Pacaembu, 1088, Pacaembu	The Bank of New York Mellon, as Indenture Trustee of Green Bonds Due 2033	☐ D
		Street		☒ E/F
				☐ G
		Sao Paulo SP 01.234-000		
		City State ZIP Code		
		Brazil		
		Country		
2.6	Environmental ESG Participações S.A.	Avenida Angelica, 2346, Consolacao	Deutsche Bank S.A. - Banco Alemão	☐ D
		Street		☒ E/F
				☐ G
		Sao Paulo SP 01.228-200		
		City State ZIP Code		
		Brazil		
		Country		

Debtor: Ambipar Emergency Response Case number (if known): 25-90524

2.7	Environmental ESG Participações S.A.	Avenida Angelica, 2346, Consolacao	The Bank of New York Mellon, as Indenture Trustee of Green Bonds due 2031	☐ D
		Street		☒ E/F
				☐ G
		Sao Paulo	SP	01.228-200
		City	State	ZIP Code
		Brazil		
		Country		

2.8	Environmental ESG Participações S.A.	Avenida Angelica, 2346, Consolacao	The Bank of New York Mellon, as Indenture Trustee of Green Bonds Due 2033	☐ D
		Street		☒ E/F
				☐ G
		Sao Paulo	SP	01.228-200
		City	State	ZIP Code
		Brazil		
		Country		

Fill in this information to identify the case:

Debtor Name: In re : Ambipar Emergency Response

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 25-90524 (ARP)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☒ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☒ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☒ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☒ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☒ *Schedule H: Codebtors* (Official Form 206H)
- ☒ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ *Amended Schedule* _____
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/04/2025

MM / DD / YYYY

✕ / s / Thiago da Costa Silva

Signature of individual signing on behalf of debtor

Thiago da Costa Silva

Printed name

Director

Position or relationship to debtor

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

In re:

AMBIPAR EMERGENCY RESPONSE,

Debtor.¹

Chapter 11

Case No. 25-90524 (ARP)

**STATEMENT OF FINANCIAL AFFAIRS FOR
AMBIPAR EMERGENCY RESPONSE (CASE NO. 25-90524 (ARP))**

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.

**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)
)
)
)

**GLOBAL NOTES AND STATEMENTS OF
LIMITATIONS, METHODOLOGY, AND DISCLAIMERS
REGARDING THE DEBTOR'S SCHEDULES OF ASSETS
AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

Ambipar Emergency Response, the above-captioned debtor and debtor in possession (the “Debtor”)² is filing its Schedules of Assets and Liabilities (each, a “Schedule” and, collectively, the “Schedules”) and Statements of Financial Affairs (each, a “Statement” and, collectively, the “Statements”) and, together with the Schedules, the “Schedules and Statements”) with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) pursuant to section 521 of title 11 of the United States Code (the “Bankruptcy Code”), rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 1007-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Local Rules”).

These global notes and statements of limitations, methodology, and disclaimers regarding the Schedules and Statements (the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of, all of the Schedules and Statements, and should be referred to, and referenced in connection with, any review of the Schedules and Statements.³

The Debtor has historically prepared consolidated quarterly and annual financial statements in accordance with the International Financial Reporting Standards (“IFRS”) issued by the International Accounting Standards Board. The Schedules and Statements are unaudited and reflect the Debtor’s reasonable efforts to report certain financial information on a standalone, unconsolidated basis. The financial information contained in the Schedules and Statements is

¹ The last four digits of the Debtor’s taxpayer identification number are 0623. The Debtor’s address is P.O. Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001, Cayman Islands.

² Further information about the Debtor, including factual background regarding its business, capital structure, and debt obligations, and the events leading to the filing of this chapter 11 case, is set forth in the *Amended Declaration of Thiago da Costa Silva in Support of Chapter 11 Petition* [Docket No. 15] (the “First Day Declaration”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

³ These Global Notes supplement, and are in addition to, any specific notes contained in the Debtor’s Schedules and Statements.

limited in scope, covers a limited time period, has been prepared solely for the purpose of the Debtor's compliance with disclosure obligations in chapter 11, and is presented on a preliminary and unaudited basis. As such, the Schedules and Statements have not been subject to procedures that would typically be applied to financial statements prepared in accordance with IFRS, generally accepted accounting principles utilized in the United States of America ("GAAP"), or any other accounting standards, nor do the Schedules and Statements include all of the information and notes required by any such accounting standards. Upon the application of such standards, the financial information could be subject to changes, which could be material. These Schedules and Statements neither purport to represent financial statements prepared in accordance with IFRS or GAAP, nor are they intended to be fully reconciled with the financial statements of the Debtor.

The Debtor has prepared the Schedules and Statements using the best information presently available, which has been collected, maintained, and prepared in accordance with their historical accounting practices, but which has not been adjusted, audited, or reconciled as information presented in the Debtor's consolidated financial statements is adjusted, audited, or reconciled. The Schedules and Statements generally reflect operations and financial information of the Debtor in a form not maintained by the Debtor in the ordinary course of their business and are not intended to reconcile to the consolidated financial statements prepared by the Debtor. Accordingly, the amounts set forth in the Schedules and Statements may materially differ from the Debtor's historical consolidated financial statements. Because the Debtor's accounting systems, policies, and practices were developed to produce consolidated financial statements, rather than financial statements by legal entity, it is possible that not all assets, liabilities, income, or expenses have been recorded.

The Debtor is a subsidiary of Ambipar Participações e Empreendimentos S.A. ("Ambipar Topco," collectively with its direct and indirect subsidiaries, the "Ambipar Group"). Ambipar Topco and certain of its subsidiaries (including the Debtor) are party to restructuring proceedings in Brazil (the "RJ Proceedings"). On October 30, 2025, the Brazilian Court entered an order (the "Consolidation Order") in the "RJ Proceedings" substantively consolidating the Debtor with the other "RJ Parties" (each as defined in the First Day Declaration). The Consolidation Order, as well as the scope of relief granted thereunder, is subject to challenge and appeal by certain parties to the RJ Proceedings. The Debtor has prepared its Schedules and Statements on the basis that it has not been consolidated with the other RJ Parties.

In preparing the Schedules and Statements, the Debtor relied on financial and other data derived from its books and records that was available at the time of such preparation. Although the Debtor has made commercially reasonable efforts to ensure the accuracy and completeness of the Schedules and Statements, subsequent information or discovery may result in material changes to the Schedules and Statements. As a result, errors or omissions may exist. Accordingly, the Debtor and its directors, managers, officers, agents, attorneys and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein, and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein or the Schedules and Statements. In no event shall the Debtor or its directors, managers, officers, agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a

potential claim against the Debtor or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if the Debtor or its directors, managers, officers, agents, attorneys, and financial advisors are advised of the possibility of such damages.

The Schedules and Statements have been signed by Thiago da Costa Silva, a director of the Debtor. In reviewing and signing the Schedules and Statements, Mr. da Costa Silva has relied upon the efforts, statements, advice, and representations of personnel of the Debtor and its affiliates, and their respective advisors and other professionals. Given the scale of the global business operated by the Debtor and its consolidated affiliates, Mr. da Costa Silva has not (and, practically, could not have) personally verified the accuracy of each statement and representation in the Schedules and Statements, including, but not limited to, statements and representations concerning amounts owed to creditors, classification of such amounts, and creditors' addresses.

Any audit, any future analysis of the information contained in the Schedules and Statements (or the data there underlying), or subsequent receipt of any information may result in material changes in information requiring amendment of the Schedules and Statements. Accordingly, the Schedules and Statements remain subject to further review and verification by the Debtor. The Debtor reserves the right to amend, modify, or supplement the Schedules and Statements from time to time as may be necessary or appropriate; provided that the Debtor, its agents, and its advisors expressly do not undertake any obligation to amend, modify, or supplement the information provided herein or to notify any third party should the information be amended, modified, or supplemented in any way, except to the extent required by applicable law.

The Schedules and Statements should not be relied upon by any persons for information relating to current or future financial condition, events, or performance of the Debtor or its affiliates, as the information (including results of operations) contained therein are not necessarily indicative of results which may be expected from any other period or for the full year, and may not necessarily reflect the combined results of operations, financial position, and schedule of receipts and disbursements in the future.

Global Notes and Overview of Methodology

1. **Description of the Debtor's Chapter 11 Case.** The Debtor commenced its voluntary cases under chapter 11 of the Bankruptcy Code on October 20, 2025 (the "Petition Date"). 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. The information provided herein, except as otherwise noted, represents the data of the Debtor as of the Petition Date.
2. **Global Notes Control.** In the event that any portion of the Schedules or Statements differs from any portion of the Global Notes, the Global Notes shall control. Disclosure of information in one or more Schedules, one or more Statements, or one or more exhibits or attachments to the Schedules or Statements, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedules, Statements, exhibits, or attachments.
3. **Reservation of Rights.** Commercially reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, as noted above, errors or

omissions may exist. The Debtor reserves all rights to amend, modify, or supplement the Schedules and Statements as may be necessary or appropriate but do not undertake any obligation to do so, except as required by applicable law. Nothing contained in the Schedules, Statements, or Global Notes shall constitute a waiver of rights, including, but not limited to, any rights or claims of the Debtor against any third party or issues involving substantive consolidation, defenses, statutory or equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable bankruptcy or non-bankruptcy laws (including Brazilian law) to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.

- a. **No Admission.** Nothing contained in the Schedules and Statements is intended as, or should be construed as, an admission or stipulation of the validity of any claim against any Debtor, any assertion made therein or herein, or a waiver of any of the Debtor's rights to dispute any claim or assert any cause of action or defense against any party.
- b. **Claims Listing and Descriptions.** The listing of a claim does not constitute an admission of liability by the Debtor, and the Debtor reserves the right to amend the Schedules and Statements accordingly. Any failure to designate a claim set forth on the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed," "contingent," or "unliquidated." The Debtor reserves the right to dispute and to assert setoff rights, counterclaims, and defenses to any claim reflected on the Schedules and Statements on any grounds, including, but not limited to, amount, liability, priority, status, and classification, and to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated."
- c. **Recharacterization.** The Debtor has made reasonable efforts to correctly characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. Nevertheless, the Debtor may not have accurately characterized, classified, categorized, or designated certain items and/or may have omitted certain items. Accordingly, the Debtor reserves all of its rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as necessary or appropriate, including, without limitation, whether contracts or leases included in the Schedules and Statements were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition.
- d. **Classifications.** The (i) listing of a claim in the Schedules of Liabilities D as "secured," "unsecured," "priority," "unsecured priority," or "unsecured nonpriority" or (iii) listing of a contract or lease on Schedule G as "executory" or "unexpired" does not constitute an admission by the Debtor of the legal rights of the claimant or contract counterparty, or a waiver of the Debtor's rights to recharacterize or reclassify such claim or contract pursuant to a schedule

amendment, claim objection or otherwise. Except as provided in an order of the Bankruptcy Court or the Brazilian Court, the Debtor reserves all rights to dispute and challenge the nature, priority, or amount of any creditor's claims or the characterization of the structure of any transaction, or any document or instrument related to any creditor's claim.

- e. **Estimates and Assumptions.** To prepare these Schedules and Statements and report information on a legal entity basis, the Debtor was required to make certain reasonable estimates and assumptions with respect to the reported amounts of assets and liabilities and the amount of contingent assets and contingent liabilities as of the Petition Date. The reported amounts of revenue are as of the latest available month-end close, which is October 31, 2025, as a proxy for the Petition Date, but actual results could differ from such estimates. Additionally, payments received post-petition are not reflected in the Schedules and Statements. The Debtor reserves all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.

- f. **Causes of Action.** Despite reasonable efforts, the Debtor may not have identified and/or set forth all of their causes of action (filed or potential) against third parties as assets in their Schedules and Statements, including, without limitation, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant bankruptcy and non-bankruptcy laws (including Brazilian law) to recover assets. The Debtor reserves all rights with respect to any claim, controversy, demand, right, action, suit, obligation, liability, debt, account, defense, offset, power, privilege, license, lien, indemnity, guaranty, interest, damage, remedy, cause of action, proceeding, agreement, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, in tort, at law, in equity, or otherwise. Causes of action also include: (i) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (ii) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of local, state, federal, or foreign law (including Brazilian law), or breach of any duty imposed by law or in equity, including, without limitation, securities laws, negligence, and gross negligence; (iii) the right to object to or otherwise contest claims or interests; (iv) claims pursuant to sections 362 or chapter 5 of the Bankruptcy Code; (v) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (vi) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including, without limitation, Brazilian law and fraudulent transfer laws, and neither the Global Notes nor the Schedules and Statements shall be deemed a waiver of any such claims, causes of action, or avoidance actions, or in any way prejudice or impair the assertion of such claims or causes of action.

- g. **Intellectual Property Rights.** The Debtor does not own intellectual property but may use intellectual property owned or licensed by Ambipar Group, which is not included on the Schedules and Statements. Exclusion of such intellectual property shall not be construed to be an admission that any such intellectual property rights attributable to the Debtor have been abandoned, have been terminated, or otherwise have expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. The Debtor reserves all of its rights with respect to the legal status of any and all intellectual property rights.
- h. **Insiders.** The Debtor has attempted to include all payments made on or within twelve months before the Petition Date to any individual (and their relatives) or entity who, in the Debtor's good faith belief, may be deemed an "insider" within the meaning of such term in the Bankruptcy Code. An individual or entity is designated as an "insider" for the purposes of the Schedules and Statements if such individual or entity, based on the totality of the circumstances, has at least a controlling interest in, or exercises sufficient authority over, the Debtor so as to dictate corporate policy and the disposition of corporate assets. The Debtor has also considered the requirements of IFRS and other reporting standards and their public disclosures with respect to designating certain individuals and entities as "insiders" herein.

The only individual insider to whom the Debtor has made any payment in the twelve months before the Petition Date is one member of the Debtor's board of directors, as reflected in Statements Question 4. While Statements Question 4 reflects multiple payments to such individual on the same date, those payments are not duplicative and reflect amounts owed and unpaid for prior months of service as a director.

Prior to the Petition Date, all other directors and officers of the Debtor serve in such capacities in connection with their employment by the Debtor's non-Debtor affiliates. While such individuals may have been compensated in connection with their employment by the Debtor's non-Debtor affiliates, neither the Debtor nor any other party on behalf of the Debtor compensated such individuals for their service as directors or officers, as the case may be, of the Debtor.

The inclusion or omission of a party as an "insider" for the purposes of the Schedules and Statements is for informational purposes and is not intended to be nor should be construed as an admission that those parties are insiders within the meaning of section 101(31) of the Bankruptcy Code. Information regarding the individuals or entities included as insiders in the Schedules and Statements may not be used for: (i) the purposes of determining (a) control of the Debtor; (b) the extent to which any individual or entity exercised management responsibilities or functions; (c) corporate decision-making authority over the Debtor; or (d) whether such individual or entity (or the Debtor) could successfully argue that they are not an insider under applicable law, including the Bankruptcy Code and other governing laws, or with respect to any theories of liability or (ii) any other purpose. The Debtor reserves all rights with respect thereto.

4. **Methodology.**

- a. **Basis of Presentation.** For financial reporting purposes, the Debtor and its affiliates have historically prepared consolidated financial statements in accordance with the IFRS but, for the purpose of reporting its Schedules and Statements, have provided financial information for the Debtor entity. Accordingly, the assets and liabilities set forth in the Schedules and Statements may be substantially different from financial information that would be prepared on a consolidated basis under IFRS. Therefore, these Schedules and Statements neither purport to represent financial statements prepared in accordance with IFRS nor are they intended to reconcile fully to the financial statements prepared by the Debtor and its affiliates. Unlike the consolidated financial statements, these Schedules and Statements, except where otherwise indicated, reflect the assets and liabilities of just the Debtor. Information contained in the Schedules and Statements has been derived from the Debtor's books and records and historical financial statements.

However, due to limitations within the Debtor's accounting systems, it is possible that not all assets, liabilities, or amounts of cash disbursements have been recorded on the Schedules and Statements and assets, liabilities, or cash disbursements may have been omitted from the Schedules and Statements. Accordingly, the Debtor reserves all rights to amend, modify, and/or supplement the Schedules and Statements in these regards, and in any case, the actual terms governing ownership of assets, obligations under liabilities, and amounts of cash disbursements govern the assets, liabilities, disbursements, and other transactions included in the Schedules and Statements.

Given, among other things, the uncertainty surrounding the collection, ownership, and valuation of certain assets and the amount and nature of certain liabilities, the Debtor's report of assets and liabilities shall not constitute an admission that the Debtor was solvent or insolvent on the Petition Date or at any time prior to or after the Petition Date. For the avoidance of doubt, nothing contained in the Schedules and Statements is indicative of the Debtor's enterprise value. The Schedules and Statements contain unaudited information that is subject to further review and potential adjustment.

- b. **Reporting Date.** Unless otherwise noted, the Schedules and Statements generally reflect the Debtor's books and records as of close of business on the Petition Date.
- c. **Confidential or Sensitive Information.** There may be instances in which certain information in the Schedules and Statements intentionally has been redacted due to concerns about the privacy of certain parties (*e.g.*, names, home addresses, etc.). The alterations will be limited to only what is necessary to protect the Debtor or the applicable third party. The Debtor is authorized or required to redact certain information from the public record pursuant to orders of the Bankruptcy Court

authorizing the Debtor to redact, seal, or otherwise protect such information from public disclosure.⁴

- d. **Intercompany Balances.** Receivables owed to the Debtor by certain of its non-Debtor affiliates are reported on Schedule A/B, per the Debtor's unaudited books and records.

The listing of any amounts with respect to such receivables is not, and should not be construed as, an admission or conclusion regarding the amount, allowance, classification, validity, or priority of such account or characterization of such balances as debt, equity, or otherwise. For the avoidance of doubt, the Debtor reserves all rights, claims, and defenses in connection with any and all intercompany balances, including, but not limited to, with respect to the characterization of intercompany claims, loans, and notes.

- e. **Duplication.** Certain of the Debtor's assets, liabilities, prepetition payments, and executory contracts may properly be disclosed in response to multiple parts of the Schedules and Statements. To the extent these disclosures would be duplicative, the Debtor has determined in certain instances to only list such assets, liabilities, and prepetition payments once. In other instances, the same assets, liabilities, prepetition payments, and executory contracts or unexpired leases inadvertently may be listed more than once.

- f. **Net Book Value of Assets.** In many instances, current market valuations are not maintained by or readily available to the Debtor. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate resources for the Debtor to obtain current market valuations for all assets. As such, unless otherwise indicated, net book values as of October 20, 2025, are presented for all assets. When necessary, the Debtor has indicated that the value of certain assets is "unknown" or "undetermined." The description of an amount as "unknown" or "undetermined" is not intended to reflect upon the materiality of such amount. Amounts ultimately realized may vary materially from net book value (or other value so ascribed). Accordingly, the Debtor reserves all rights to amend, modify, or supplement the asset values set forth in the Schedules and Statements. Assets that have been fully depreciated or that were expensed for accounting purposes either do not appear in these Schedules and Statements or are set forth with a zero-dollar value, as such assets have no net book value. The omission of an asset from the Schedules and Statements does not constitute a representation regarding the ownership of such asset, and any such omission does not constitute a waiver of any rights of the Debtor with respect to such asset. Nothing in the Debtor's Schedules and Statements shall be, or shall be deemed to be, an admission that the Debtor was

⁴ See, Order (I) Extending Time to File (A) Schedules of Assets and Liabilities and Schedules of Executory Contracts and Unexpired Leases, and (B) Statement of Financial Affairs, (II) Modifying Requirement to File List of Equity Security Holders, (III) Extending Time to File, and Modifying Frequency of, Reports Under Bankruptcy Rule 2015-3, (IV) Authorizing Redaction of Certain Personally Identifiable Information of Natural Persons, and (V) Granting Related Relief [Docket No. 70].

solvent or insolvent as of the Petition Date or any time prior to, or after, the Petition Date.

- g. **Language Translation.** The Debtor conducts business in multiple languages. Solely for the purpose of preparing the Schedules and Statements, and in an effort to promote English-language legibility of certain disclosures, the Debtor has translated certain parties' names, certain terms, conditions, and descriptions of documents or transactions, and certain other terms. Such translations are provided for illustrative purposes only and may contain errors or omissions. In any case, the original-language names, terms, and conditions of any transaction described in the Schedules and Statements govern such transaction in all respects.
- h. **Currency and Foreign Currency Conversion.** All amounts shown in the Schedules and Statements are in U.S. Dollars, unless otherwise indicated. The Debtor conducts business in multiple currencies. Solely for the purpose of preparing the Schedules and Statements, non-U.S. currency amounts have been translated using publicly available prevailing foreign-exchange rates corresponding to the respective reporting periods, consistent with the Debtor's historical closing and consolidation process. Such translations are provided for illustrative purposes only and may differ materially from both current market values and market values at the time of the transactions described in the Schedules and Statements. Due to the fluctuations in exchange rates, the individual translation of specific accounts may not perfectly "balance" or "tie" to other amounts set forth in the Schedules and Statements. In any case, the original currency of any transaction described in the Schedules and Statements shall control.
- i. **Allocation of Liabilities.** The Debtor, in consultation with its advisors and Ambipar Topco's advisors, have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and postpetition periods may change. The Debtor reserves the right to amend, modify, and/or supplement the Schedules and Statements as it deems appropriate in this regard.
- j. **Totals.** All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements and exclude items identified as "unknown" or "undetermined." If there are unknown or undetermined amounts, the actual totals may differ materially from the listed totals. The description of an amount as "unknown" or "undetermined" is not intended to reflect upon the materiality of such amount. To the extent the Debtor is a guarantor of debt issued by a non-Debtor affiliate, the amounts reflected in these Schedules may include the Debtor's guarantee obligations.
- k. **Guarantees and Other Secondary Liability Claims.** The Debtor has used commercially reasonable efforts to locate and identify guarantees and other secondary liability claims ("Guarantees") in their debt instruments and other

agreements. Where such Guarantees have been identified, they have been included in the relevant Schedules of liabilities. The Debtor reserves the right but is not required, to amend, modify, or supplement the Schedules and Statements if additional Guarantees are identified.

- l. **Executory Contracts.** Although the Debtor made diligent efforts to identify all executory contracts and unexpired leases to which the Debtor is the legal counterparty, there may be omissions. Accordingly, the Debtor reserves the right but is not required, to amend, modify, or supplement Schedule G. Additionally, the inclusion of an agreement on Schedule G does not reflect any admission or decision by the Debtor as to whether or not such agreement is executory in nature.
- m. **Unliquidated Amounts.** Claim amounts that could not be readily quantified by the Debtor are scheduled as “unliquidated.”
- n. **Undetermined Amounts.** The description of an amount as “unknown” or “undetermined” is not intended to reflect upon the materiality of such amount.

Specific Schedules Disclosures

Schedules A/B, D, E/F, G, and H may contain explanatory or qualifying notes that pertain to the information provided in the Schedules. Those Schedule-specific notes are incorporated herein by reference. Unless otherwise noted, the total assets set forth on the Schedules are derived from amounts included in the Debtor’s books and records as of October 20, 2025. To the extent there are unknown or undetermined amounts, the actual total may be different from the total listed.

Part 1 – Cash and Cash Equivalents

Schedule A/B 3 – Checking, Savings, or Other Financial Accounts, CDs, etc.
Schedule A/B 3 lists bank account balances at net book value as of the Petition Date.

Part 4 – Investments

Schedule A/B 15 – Investments. Schedule A/B 15 includes the Debtor’s only direct subsidiary, Emergência Participações S.A., which is wholly owned by the Debtor. Subsidiaries owned indirectly by the Debtor are not included. Values of the ownership interests included in Schedule A/B 15 have been set forth at net book value. The fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from its net book value.

Part 11 – All Other Assets

Schedule A/B 77 – Other Property of Any Kind. Schedule A/B 77 includes receivables owed to the Debtor by certain of its non-Debtor affiliates. The values of such receivables have been set forth at net book value. The fair market value and ultimate collection of such ownership is dependent on numerous variables and factors and may differ significantly from its net book value. Schedule A/B 77 also includes a retainer for local

bankruptcy counsel in the chapter 11 case that was paid by Ambipar Topco on behalf of and for the benefit of the Debtor.

Specific Notes Regarding Schedule D

The Debtor does not have any secured debt obligations. A detailed description of the Debtor's capital structure is set forth in the First Day Declaration.

Specific Notes Regarding Schedule E/F

- a. **Part 1 – Creditors with Priority Unsecured Claims.** The Debtor has not historically and does not now maintain records of any claims entitled to priority under the Bankruptcy Code in the ordinary course of business. The exclusion of any claim on Schedule E/F does not constitute an admission by the Debtor that such claim is not entitled to priority treatment under section 507 of the Bankruptcy Code. The Debtor reserves the right to dispute the amount and/or priority status of any claim on any basis at any time.
- b. **Part 2 – Creditors with Nonpriority Unsecured Claims.** The liabilities identified in Schedule E/F, Part 2, are derived from the Debtor's books and records. The Debtor made a reasonable attempt to set forth its unsecured obligations, although the actual amount of claims against the Debtor may vary from those liabilities represented in Schedule E/F, Part 2. The listed liabilities may not reflect the correct amount of any unsecured creditor's allowed claims or the correct amount of all unsecured claims.

In many cases, the claims set forth on Schedule E/F, Part 2, arose, accrued, or were incurred on various dates or on a date or dates that are unknown to the Debtor or are subject to dispute. Where the determination of the date on which a claim arose, accrued, or was incurred would be unduly burdensome, costly, and inefficient, the Debtor has not listed a specific date or dates for such claim. In addition, Schedule E/F, Part 2 does not include rejection damage claims of the counterparties to executory contracts and unexpired leases that may be rejected, if any, to the extent such damage claims exist. Further, certain accounting reserves relating to the potential exercise of warrants issued by the Company are not reflected in Schedule E/F.

Specific Notes Regarding Schedule G

While the Debtor's existing books, records, and financial systems have been relied upon to identify and schedule executory contracts, and although commercially reasonable efforts have been made to ensure the accuracy of Schedule G, errors, omissions, or over-inclusions may have occurred. The Debtor does not make, and specifically disclaims, any representation or warranty as to the completeness or accuracy of the information set forth on Schedule G. Schedule G may be amended, modified, or supplemented at any time to add any omitted Agreements.

The Debtor hereby reserves all of its rights to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in Schedule G and to amend, modify, or supplement Schedule G as necessary.

The agreements set forth on Schedule G may have expired or may have been amended, modified, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be included in Schedule G. Further, unless otherwise specified in Schedule G, each executory contract or unexpired lease included therein shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is included thereon.

Omission of a contract or agreement from Schedule G does not constitute an admission, concession, or stipulation that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtor's rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission. Likewise, the inclusion of an agreement in Schedule G does not constitute an admission, concession, or stipulation that such Agreement is an executory contract or unexpired lease or that such Agreement was in effect on the Petition Date or is valid or enforceable.

Specific Notes Regarding Schedule H

Co-Debtors. The Debtor may not have identified certain guarantees that are embedded in the Debtor's executory contracts, unexpired leases, debt instruments, and other agreements, to the extent applicable. Further, certain of the guarantees reflected on Schedule H may have expired or may no longer be enforceable. Thus, the Debtor reserves all rights to amend Schedule H to the extent that additional guarantees are identified or such guarantees are discovered to have expired or become unenforceable.

Specific Notes Regarding Statements

- a. **Question 1 – Gross Revenue from Business; Question 2 – Non-Business Revenue.** The values reflected in Statements Question 1 and Statements Question 2 reflect revenue through October 31, 2025, and are presented on an accrual basis, not a cash basis.

Non-business revenue in Statements Question 2 includes items such as interest income and equity earnings of investments.

- b. **Question 3 – Certain Payments or Transfers to Creditors Within 90 Days Before Filing this Case.** The payments disclosed in Statements Question 3 are based on payments made by the Debtor with payment dates from July 22, 2025, through October 20, 2025. Prepetition amounts still owed to creditors will appear on the Schedules, as applicable.

The response to Statements Question 3 excludes payments set forth on Statement 4.

- c. **Question 4 – Payments or Transfers to Insiders.** The information reported on Statements Question 4 is representative of the payments made to insiders during the one year prior to the Petition Date. For the avoidance of doubt, Statements Question 4 may include payments to individuals who may have been insiders at the time they were employed by the Company but are no longer employed by the Company.
- d. **Question 11 – Payments Related to Bankruptcy.** All payments for services of any entities that provided consultation concerning debt counseling or restructuring services, relief under the Bankruptcy Code, or preparation of a petition in bankruptcy within one year immediately preceding the Petition Date, to the extent related to the Debtor, were paid in full by Ambipar Topco or other non-Debtor affiliates prior to the Petition Date.
- e. **Question 16 – Personally Identifiable Information.** The Debtor collects a limited amount of information from individuals in the ordinary course of business. The applicable privacy policy of Ambipar Group is available at <https://ambipar.com/uk/privacy-policy/>.
- f. **Question 25 – Other Businesses in which the Debtor Has or Has Had an Interest.** The Debtor's response to Statements Question 25 includes legal entities (including operating businesses) in which the Debtor currently has or historically has had a direct interest.
- g. **Question 26 – Books, Records, and Financial Statements.** From time to time, the Debtor may provide certain parties such as banks, auditors, potential investors, vendors, and financial advisors with financial statements. The Debtor does not maintain detailed records tracking such disclosures, and so such parties are not included in Statements Question 26. Additionally, disclosures and filings with the U.S. Securities and Exchange Commission are not included in Statements Question 26.
- h. **Question 30 – Payments, Distributions, or Withdrawals Credited or Given to Insiders.** Refer to the Methodology section and Statements Question 4, above, regarding all payments to insiders.

Fill in this information to identify the case:

Debtor Name: In re : Ambipar Emergency Response

United States Bankruptcy Court for the: Southern District Of Texas

Case number (if known): 25-90524 (ARP)

☐ Check if this is an amended filing**Official Form 207****Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy** 04/25

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

Part 1: Income**1. Gross revenue from business**☒ None

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year		Sources of revenue Check all that apply	Gross revenue (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From _____ to Filing date MM / DD / YYYY	☐ Operating a business ☐ Other _____	\$ _____
For prior year:	From _____ to _____ MM / DD / YYYY MM / DD / YYYY	☐ Operating a business ☐ Other _____	\$ _____
For the year before that:	From _____ to _____ MM / DD / YYYY MM / DD / YYYY	☐ Operating a business ☐ Other _____	\$ _____

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

2. Non-business revenue

Include revenue regardless of whether that revenue is taxable. Non-business income may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

☐ None

				Description of sources of revenue	Gross revenue from each source (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From	1/1/2025	to	Filing date	None
		MM / DD / YYYY			\$
For prior year:	From	1/1/2024	to	12/31/2024	Interest income
		MM / DD / YYYY		MM / DD / YYYY	\$ 8,509.00
For the year before that:	From	1/1/2023	to	12/1/2023	Investment income
		MM / DD / YYYY		MM / DD / YYYY	\$ 8,088,188.28
				Interest income	\$ 4,064,796.87

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 2: List Certain Transfers Made Before Filing for Bankruptcy**3. Certain payments or transfers to creditors within 90 days before filing this case**

List payments or transfers-including expense reimbursements-to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$8,575 . (This amount may be adjusted on 4/01/28 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

☐ None

Creditor's name and address	Dates	Total amount or value	Reasons for payment or transfer Check all that apply
3.1 Carey Olsen Cayman Limited Creditor's Name	8/4/2025	\$ 475.00	☐ Secured debt ☐ Unsecured loan repayments ☐ Suppliers or vendors ☐ Services ☒ Other Legal Services
Pavilion East Cricket Square Street			
205 Elgin Ave			
George Town KY1-10001 City State ZIP Code			
Grand Cayman Country			
3.2 Carey Olsen Cayman Limited Creditor's Name	8/4/2025	\$ 499.15	☐ Secured debt ☐ Unsecured loan repayments ☐ Suppliers or vendors ☐ Services ☒ Other Legal Services
Pavilion East Cricket Square Street			
205 Elgin Ave			
George Town KY1-10001 City State ZIP Code			
Grand Cayman Country			
3.3 Carey Olsen Cayman Limited Creditor's Name	8/4/2025	\$ 2,375.00	☐ Secured debt ☐ Unsecured loan repayments ☐ Suppliers or vendors ☐ Services ☒ Other Legal Services
Pavilion East Cricket Square Street			
205 Elgin Ave			
George Town KY1-10001 City State ZIP Code			
Grand Cayman Country			
3.4 Carey Olsen Cayman Limited Creditor's Name	8/4/2025	\$ 2,400.00	☐ Secured debt ☐ Unsecured loan repayments ☐ Suppliers or vendors ☐ Services ☒ Other Legal Services
Pavilion East Cricket Square Street			
205 Elgin Ave			
George Town KY1-10001 City State ZIP Code			
Grand Cayman Country			

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

3.5 Carey Olsen Cayman Limited

8/4/2025

\$

5,200.68

☐

Secured debt

Creditor's Name

☐

Unsecured loan repayments

Pavilion East Cricket Square

☐

Suppliers or vendors

Street

☐

Services

205 Elgin Ave

☒

Other Legal Services

George Town

KY1-10001

City

State

ZIP Code

Grand Cayman

Country

3.6 Carey Olsen Cayman Limited

8/4/2025

\$

6,227.66

☐

Secured debt

Creditor's Name

☐

Unsecured loan repayments

Pavilion East Cricket Square

☐

Suppliers or vendors

Street

☐

Services

205 Elgin Ave

☒

Other Legal Services

George Town

KY1-10001

City

State

ZIP Code

Grand Cayman

Country

4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$8,575. (This amount may be adjusted on 4/01/28 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. Insiders include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

☐ None**Insider's Name and Address****Dates****Total amount or value****Reason for payment or transfer**

4.1 See SOFA 4 Attachment

\$

Insider's Name

Street

City

State

ZIP Code

Country

Relationship to Debtor

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

☒ None

Creditor's Name and Address	Description of the Property	Date	Value of property
5.1 Creditor's Name			\$
Street			
City State ZIP Code			
Country			

6. Setoffs

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

☒ None

Creditor's Name and Address	Description of the action creditor took	Date action was taken	Amount
6.1 Creditor's Name			\$
Street			
	Last 4 digits of account number: XXXX-		
City State ZIP Code			
Country			

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 3: Legal Actions or Assignments**7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits**

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

☐ None

Case title	Nature of case	Court or agency's name and address	Status of case
7.1 Ambipar	Judicial Recovery	3rd Corporate Court of the Capital District of the State of Rio de Janeiro Name Rua Dom Manuel Street	☒ Pending ☐ On appeal ☐ Concluded
Case number 3014764-58.2025.8.19.0001		Rio de Janeiro Rio de Janeiro20000-000 City State ZIP Code Brazil Country	

8. Assignments and receivership

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

☒ None

Custodian's name and address	Description of the Property	Value
8.1 Custodian's name Street City State ZIP Code Country	Case title Case number Date of order or assignment 	\$ Court name and address Name Street City State ZIP Code Country

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 4: Certain Gifts and Charitable Contributions

9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000

☒ None

Recipient's name and address	Description of the gifts or contributions	Dates given	Value
9.1 Creditor's Name Street City State ZIP Code Country			\$
Recipient's relationship to debtor			

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 5: Certain Losses

10. All losses from fire, theft, or other casualty within 1 year before filing this case.

☒ None

Description of the property lost and how the loss occurred	Amount of payments received for the loss If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received. List unpaid claims on Official Form 106A/B (Schedule A/B: Assets – Real and Personal Property).	Date of loss	Value of property lost
10.1			\$

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 6: Certain Payments or Transfers**11. Payments related to bankruptcy**

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

☒ None

	Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
11.1				\$
	Address			
	Street			
	City	State	ZIP Code	
	Country			
	Email or website address			
	Who made the payment, if not debtor?			

12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.
Do not include transfers already listed on this statement.

☒ None

	Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value
12.1				\$
	Trustee			

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

13. Transfers not already listed on this statement

List any transfers of money or other property - by sale, trade, or any other means - made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

☒ None

Who received transfer?	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
13.1			\$
Address			
Street			
City	State	ZIP Code	
Country			
Relationship to Debtor			

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 7: Previous Locations

14. Previous addresses

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

☒ Does not apply

Address		Dates of occupancy	
14.1	Street	From	To
	City	State	ZIP Code
	Country		

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 8: Health Care Bankruptcies**15. Health Care bankruptcies**

Is the debtor primarily engaged in offering services and facilities for:
 — diagnosing or treating injury, deformity, or disease, or
 — providing any surgical, psychiatric, drug treatment, or obstetric care?

☒ No. Go to Part 9.

☐ Yes. Fill in the information below.

Facility Name and Address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
15.1 Facility Name		
Street	Location where patient records are maintained (if different from facility address). If electronic, identify any service provider.	How are records kept?
City State ZIP Code		Check all that apply: ☐ Electronically ☐ Paper
Country		

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name _____

Part 9: Personally Identifiable Information**16. Does the debtor collect and retain personally identifiable information of customers?**☒ No.☐ Yes. State the nature of the information collected and retained. _____

Does the debtor have a privacy policy about that information?

☐ No☐ Yes**17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?**☒ No. Go to Part 10.☐ Yes. Does the debtor serve as plan administrator?☐ No. Go to Part 10.☐ Yes. Fill in below:

Name of plan	Employer identification number of the plan
17.1 _____	EIN: _____

Has the plan been terminated?

☐ No☐ Yes

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units**18. Closed financial accounts**

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?
Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

☒ None

Financial institution name and address	Last 4 digits of account number	Type of account	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
18.1 Name Street City State ZIP Code Country	XXXX-	☐ Checking ☐ Savings ☐ Money market ☐ Brokerage ☐ Other		\$

19. Safe deposit boxes

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

☒ None

Depository institution name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
19.1 Name Street City State ZIP Code Country			☐ No ☐ Yes

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

20. Off-premises storage

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

☒ None

20.1

Facility name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
Name Street City State ZIP Code Country Address			☐ No ☐ Yes

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own**21. Property held for another**

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

☒ None

	Owner's name and address	Location of the property	Description of the property	Value
21.1	Name			\$
	Street			
	City	State	ZIP Code	
	Country			

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 12: Details About Environmental Information

For the purpose of Part 12, the following definitions apply:

- *Environmental law* means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).
- *Site* means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.
- *Hazardous material* means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.**22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law?** Include settlements and orders.☒ No☐ Yes. Provide details below.

Case title	Court or agency name and address	Nature of the case	Status of case
22.1	Name		☐ Pending
	Street		☐ On appeal
			☐ Concluded
Case Number			
	City State ZIP Code		
	Country		

23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?☒ No☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
23.1	Name		
	Street		
	City State ZIP Code		
	Country		

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

24. Has the debtor notified any governmental unit of any release of hazardous material?☒ No☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
24.1 Name	Name		
Street	Street		
City State ZIP Code	City State ZIP Code		
Country	Country		

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

Part 13: Details About the Debtor's Business or Connections to Any Business**25. Other businesses in which the debtor has or has had an interest**

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

☐ None

Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.1 Emergência Participações S/A Name Av. Angélica, 2346 - Consolação Street São Paulo SP 01228-200 City State ZIP Code Brazil Country	non-financial holding engaged in waste management, transport services, trade of sanitary and professional-use products, technical testing, consulting, and training	EIN: 10.645.019/0001-49 Dates business existed From 1/20/2009 To Present

26. Books, records, and financial statements

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

☐ None

Name and Address	Dates of service
26a.1 Pedro Petersen - CFO Name Address on file Street City State ZIP Code Country	From 6/9/2025 To 9/22/2025
26a.2 Rafael Espírito Santo - CFO Name Address on file Street City State ZIP Code Country	From 3/83/2023 To 6/9/2025
26a.3 Ricardo Chagas - CFO Name Av. Angélica, 2346 - Consolação Street São Paulo SP 01228-200 City State ZIP Code Brazil Country	From 9/22/2025 To Present

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

26a.4 Thiago da Costa Silva

From 2022

To Present

Name

Av. Angélica, 2346 - Consolação

Street

São Paulo

SP

01228-200

City

State

ZIP Code

Brazil

Country

- 26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

☐ None
Name and Address**Dates of service**

26b.1 BDO RCS Auditores Independentes

From 12/2023

To Present

Name

Rua José Pires Neto, 314, 5th floor, 52 room

Street

Cambiú

Campinas

SP

13.025-320

City

State

ZIP Code

Brazil

Country

- 26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

☐ None
Name and address**If any books of account and records are unavailable, explain why**

26c.1 Thiago da Costa Silva

Name

Av. Angélica, 2346 - Consolação

Street

São Paulo

SP

01228-200

City

State

ZIP Code

Brazil

Country

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

- 26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

☒ None
Name and address

26d.1

Name

Street

City

State

ZIP Code

Country

27. Inventories

Have any inventories of the debtor's property been taken within 2 years before filing this case?

☒ No

☐ Yes. Give the details about the two most recent inventories.
Name of the person who supervised the taking of the inventory**Date of
Inventory****The dollar amount and basis (cost, market, or
other basis) of each inventory**

\$

**Name and address of the person who has possession of inventory
records**

27.1

Name

Street

City

State

ZIP Code

Country

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

Name**Address****Position and Nature of any
interest****% of interest, if any**

28.1 See SOFA 28 Attachment

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

☐ No

☒ Yes. Identify below.
Name**Address****Position and Nature of
any interest****Period during which position or
interest was held**

29.1 Pedro Petersen

Address on file

CFO

From 6/9/2025

To 9/22/2025

29.2 Rafael Espírito Santo

Address on file

CFO

From 3/3/2023

To 6/9/2025

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

29.3 Rafael Espirito Santo

Address on file

CEO

From 6/27/2023

To 6/9/2025

30. Payments, distributions, or withdrawals credited or given to insiders

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

☒ No☐ Yes. Identify below.

Name and address of recipient	Amount of money or description and value of property	Dates	Reason for providing the value
30.1 Name Street City State ZIP Code Country Relationship to debtor			

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?☒ No☐ Yes. Identify below.

Name of the parent corporation	Employer Identification number of the parent corporation
31.1	EIN:

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?☒ No☐ Yes. Identify below.

Name of the pension fund	Employer Identification number of the pension fund
32.1	EIN:

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both.

18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/04/2025
MM / DD / YYYY

x / s / Thiago da Costa Silva _____

Printed name Thiago da Costa Silva

Signature of individual signing on behalf of the debtor

Position or relationship to debtor Director

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

☒ No

☐ Yes

In re: Ambipar Emergency Response

Case No. 25-90524

SOFA 4 Attachment

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

Insider's name	Address 1	Address 2	City	Zip	Country	Date	Total amount or value	Reasons for payment or transfer	Relationship to debtor
Marco Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo	01.228-200	Brazil	11/1/2024	\$4,500.00	Director fees	Director Marco Zanini
Marco Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo	01.228-200	Brazil	12/2/2024	\$4,500.00	Director fees	Director Marco Zanini
Marco Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo	01.228-200	Brazil	2/28/2025	\$4,500.00	Director fees	Director Marco Zanini
Marco Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo	01.228-200	Brazil	6/27/2025	\$6,000.00	Director fees	Director Marco Zanini
Marco Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo	01.228-200	Brazil	7/1/2025	\$4,500.00	Director fees	Director Marco Zanini
Marco Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo	01.228-200	Brazil	7/1/2025	\$4,500.00	Director fees	Director Marco Zanini
Marco Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo	01.228-200	Brazil	7/1/2025	\$4,500.00	Director fees	Director Marco Zanini
Marco Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo	01.228-200	Brazil	7/1/2025	\$4,500.00	Director fees	Director Marco Zanini
Marco Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo	01.228-200	Brazil	7/1/2025	\$6,000.00	Director fees	Director Marco Zanini
Marco Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo	01.228-200	Brazil	8/4/2025	\$6,000.00	Director fees	Director Marco Zanini
Marco Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo	01.228-200	Brazil	8/28/2025	\$6,000.00	Director fees	Director Marco Zanini
Marco Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo	01.228-200	Brazil	9/29/2025	\$6,000.00	Director fees	Director Marco Zanini

In re: Ambipar Emergency Response
Case No. 25-90524
SOFA 28 Attachment
Current Partners, Officers, Directors and Shareholders

Name	Address 1	Address 2	City	State	Zip	Country	Position and nature of any interest	% of interest, if any	Note
Alessandra Bessa Alves de Melo	Av. angelica, 2330 ed New England	5th floor	São Paulo		01288-200	Brazil	Director	0.00%	
Ambipar Participações e Empreendimentos S.A.	Av. Pacaembu, 1.088, Pacaembu		São Paulo		01234-000	Brazil	Member	70.80%	Ambipar Participações e Empreendimentos S. holds all of the outstanding Class B Shares, representing approximately 96% of the voting power of the Debtor
Guilherme Patini Borlenghi	Av. Angélica, 2346, 5th floor	Consolação	São Paulo		01228-200	Brazil	Director	0.00%	
Marco Antonio Zanini	Av. Angélica, 2346, 5th floor	Consolação	São Paulo		01228-200	Brazil	Independent Director	0.00%	
Mariana Loyola Ferreira Sgarbi	Av. angelica, 2330 ed New England	5th floor	São Paulo		01288-200	Brazil	Independent Director	0.00%	
Tércio Borlenghi Junior	Av. angelica, 2330 ed New England	5th floor	São Paulo		01288-200	Brazil	Chairman of the Board	0.00%	
Thiago da Costa Silva	Av. Angélica, 2346, 5th floor	Consolação	São Paulo		01228-200	Brazil	Director	0.00%	
Victor Almeida	Av. angelica, 2330 ed New England	5th floor	São Paulo		01288-200	Brazil	Independent Director	0.00%	

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

In re:

AMBIPAR EMERGENCY RESPONSE,

Debtor.¹

Chapter 11

Case No. 25-90524 (ARP)

**AMENDED SCHEDULES OF ASSETS AND LIABILITIES FOR
AMBIPAR EMERGENCY RESPONSE (CASE NO. 25-90524 (ARP))**

Amended Herein:

- Schedule E/F: Creditors Who Have Unsecured Claims
- Summary of Assets and Liabilities for Non-Individuals

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.

**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)
)
)
)

**GLOBAL NOTES AND STATEMENTS OF
LIMITATIONS, METHODOLOGY, AND DISCLAIMERS
REGARDING THE DEBTOR'S SCHEDULES OF ASSETS
AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

Ambipar Emergency Response, the above-captioned debtor and debtor in possession (the “Debtor”)² is filing its Schedules of Assets and Liabilities (each, a “Schedule” and, collectively, the “Schedules”) and Statements of Financial Affairs (each, a “Statement” and, collectively, the “Statements”) and, together with the Schedules, the “Schedules and Statements”) with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) pursuant to section 521 of title 11 of the United States Code (the “Bankruptcy Code”), rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 1007-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Local Rules”).

These global notes and statements of limitations, methodology, and disclaimers regarding the Schedules and Statements (the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of, all of the Schedules and Statements, and should be referred to, and referenced in connection with, any review of the Schedules and Statements.³

The Debtor has historically prepared consolidated quarterly and annual financial statements in accordance with the International Financial Reporting Standards (“IFRS”) issued by the International Accounting Standards Board. The Schedules and Statements are unaudited and reflect the Debtor’s reasonable efforts to report certain financial information on a standalone, unconsolidated basis. The financial information contained in the Schedules and Statements is

¹ The last four digits of the Debtor’s taxpayer identification number are 0623. The Debtor’s address is P.O. Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001, Cayman Islands.

² Further information about the Debtor, including factual background regarding its business, capital structure, and debt obligations, and the events leading to the filing of this chapter 11 case, is set forth in the *Amended Declaration of Thiago da Costa Silva in Support of Chapter 11 Petition* [Docket No. 15] (the “First Day Declaration”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

³ These Global Notes supplement, and are in addition to, any specific notes contained in the Debtor’s Schedules and Statements.

limited in scope, covers a limited time period, has been prepared solely for the purpose of the Debtor's compliance with disclosure obligations in chapter 11, and is presented on a preliminary and unaudited basis. As such, the Schedules and Statements have not been subject to procedures that would typically be applied to financial statements prepared in accordance with IFRS, generally accepted accounting principles utilized in the United States of America ("GAAP"), or any other accounting standards, nor do the Schedules and Statements include all of the information and notes required by any such accounting standards. Upon the application of such standards, the financial information could be subject to changes, which could be material. These Schedules and Statements neither purport to represent financial statements prepared in accordance with IFRS or GAAP, nor are they intended to be fully reconciled with the financial statements of the Debtor.

The Debtor has prepared the Schedules and Statements using the best information presently available, which has been collected, maintained, and prepared in accordance with their historical accounting practices, but which has not been adjusted, audited, or reconciled as information presented in the Debtor's consolidated financial statements is adjusted, audited, or reconciled. The Schedules and Statements generally reflect operations and financial information of the Debtor in a form not maintained by the Debtor in the ordinary course of their business and are not intended to reconcile to the consolidated financial statements prepared by the Debtor. Accordingly, the amounts set forth in the Schedules and Statements may materially differ from the Debtor's historical consolidated financial statements. Because the Debtor's accounting systems, policies, and practices were developed to produce consolidated financial statements, rather than financial statements by legal entity, it is possible that not all assets, liabilities, income, or expenses have been recorded.

The Debtor is a subsidiary of Ambipar Participações e Empreendimentos S.A. ("Ambipar Topco," collectively with its direct and indirect subsidiaries, the "Ambipar Group"). Ambipar Topco and certain of its subsidiaries (including the Debtor) are party to restructuring proceedings in Brazil (the "RJ Proceedings"). On October 30, 2025, the Brazilian Court entered an order (the "Consolidation Order") in the "RJ Proceedings" substantively consolidating the Debtor with the other "RJ Parties" (each as defined in the First Day Declaration). The Consolidation Order, as well as the scope of relief granted thereunder, is subject to challenge and appeal by certain parties to the RJ Proceedings. The Debtor has prepared its Schedules and Statements on the basis that it has not been consolidated with the other RJ Parties.

In preparing the Schedules and Statements, the Debtor relied on financial and other data derived from its books and records that was available at the time of such preparation. Although the Debtor has made commercially reasonable efforts to ensure the accuracy and completeness of the Schedules and Statements, subsequent information or discovery may result in material changes to the Schedules and Statements. As a result, errors or omissions may exist. Accordingly, the Debtor and its directors, managers, officers, agents, attorneys and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein, and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein or the Schedules and Statements. In no event shall the Debtor or its directors, managers, officers, agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a

potential claim against the Debtor or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if the Debtor or its directors, managers, officers, agents, attorneys, and financial advisors are advised of the possibility of such damages.

The Schedules and Statements have been signed by Thiago da Costa Silva, a director of the Debtor. In reviewing and signing the Schedules and Statements, Mr. da Costa Silva has relied upon the efforts, statements, advice, and representations of personnel of the Debtor and its affiliates, and their respective advisors and other professionals. Given the scale of the global business operated by the Debtor and its consolidated affiliates, Mr. da Costa Silva has not (and, practically, could not have) personally verified the accuracy of each statement and representation in the Schedules and Statements, including, but not limited to, statements and representations concerning amounts owed to creditors, classification of such amounts, and creditors' addresses.

Any audit, any future analysis of the information contained in the Schedules and Statements (or the data there underlying), or subsequent receipt of any information may result in material changes in information requiring amendment of the Schedules and Statements. Accordingly, the Schedules and Statements remain subject to further review and verification by the Debtor. The Debtor reserves the right to amend, modify, or supplement the Schedules and Statements from time to time as may be necessary or appropriate; provided that the Debtor, its agents, and its advisors expressly do not undertake any obligation to amend, modify, or supplement the information provided herein or to notify any third party should the information be amended, modified, or supplemented in any way, except to the extent required by applicable law.

The Schedules and Statements should not be relied upon by any persons for information relating to current or future financial condition, events, or performance of the Debtor or its affiliates, as the information (including results of operations) contained therein are not necessarily indicative of results which may be expected from any other period or for the full year, and may not necessarily reflect the combined results of operations, financial position, and schedule of receipts and disbursements in the future.

Global Notes and Overview of Methodology

1. **Description of the Debtor's Chapter 11 Case.** The Debtor commenced its voluntary cases under chapter 11 of the Bankruptcy Code on October 20, 2025 (the "Petition Date"). 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. The information provided herein, except as otherwise noted, represents the data of the Debtor as of the Petition Date.
2. **Global Notes Control.** In the event that any portion of the Schedules or Statements differs from any portion of the Global Notes, the Global Notes shall control. Disclosure of information in one or more Schedules, one or more Statements, or one or more exhibits or attachments to the Schedules or Statements, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedules, Statements, exhibits, or attachments.
3. **Reservation of Rights.** Commercially reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, as noted above, errors or

omissions may exist. The Debtor reserves all rights to amend, modify, or supplement the Schedules and Statements as may be necessary or appropriate but do not undertake any obligation to do so, except as required by applicable law. Nothing contained in the Schedules, Statements, or Global Notes shall constitute a waiver of rights, including, but not limited to, any rights or claims of the Debtor against any third party or issues involving substantive consolidation, defenses, statutory or equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable bankruptcy or non-bankruptcy laws (including Brazilian law) to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.

- a. **No Admission.** Nothing contained in the Schedules and Statements is intended as, or should be construed as, an admission or stipulation of the validity of any claim against any Debtor, any assertion made therein or herein, or a waiver of any of the Debtor's rights to dispute any claim or assert any cause of action or defense against any party.
- b. **Claims Listing and Descriptions.** The listing of a claim does not constitute an admission of liability by the Debtor, and the Debtor reserves the right to amend the Schedules and Statements accordingly. Any failure to designate a claim set forth on the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed," "contingent," or "unliquidated." The Debtor reserves the right to dispute and to assert setoff rights, counterclaims, and defenses to any claim reflected on the Schedules and Statements on any grounds, including, but not limited to, amount, liability, priority, status, and classification, and to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated."
- c. **Recharacterization.** The Debtor has made reasonable efforts to correctly characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. Nevertheless, the Debtor may not have accurately characterized, classified, categorized, or designated certain items and/or may have omitted certain items. Accordingly, the Debtor reserves all of its rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as necessary or appropriate, including, without limitation, whether contracts or leases included in the Schedules and Statements were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition.
- d. **Classifications.** The (i) listing of a claim in the Schedules of Liabilities D as "secured," "unsecured," "priority," "unsecured priority," or "unsecured nonpriority" or (iii) listing of a contract or lease on Schedule G as "executory" or "unexpired" does not constitute an admission by the Debtor of the legal rights of the claimant or contract counterparty, or a waiver of the Debtor's rights to recharacterize or reclassify such claim or contract pursuant to a schedule

amendment, claim objection or otherwise. Except as provided in an order of the Bankruptcy Court or the Brazilian Court, the Debtor reserves all rights to dispute and challenge the nature, priority, or amount of any creditor's claims or the characterization of the structure of any transaction, or any document or instrument related to any creditor's claim.

- e. **Estimates and Assumptions.** To prepare these Schedules and Statements and report information on a legal entity basis, the Debtor was required to make certain reasonable estimates and assumptions with respect to the reported amounts of assets and liabilities and the amount of contingent assets and contingent liabilities as of the Petition Date. The reported amounts of revenue are as of the latest available month-end close, which is October 31, 2025, as a proxy for the Petition Date, but actual results could differ from such estimates. Additionally, payments received post-petition are not reflected in the Schedules and Statements. The Debtor reserves all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.

- f. **Causes of Action.** Despite reasonable efforts, the Debtor may not have identified and/or set forth all of their causes of action (filed or potential) against third parties as assets in their Schedules and Statements, including, without limitation, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant bankruptcy and non-bankruptcy laws (including Brazilian law) to recover assets. The Debtor reserves all rights with respect to any claim, controversy, demand, right, action, suit, obligation, liability, debt, account, defense, offset, power, privilege, license, lien, indemnity, guaranty, interest, damage, remedy, cause of action, proceeding, agreement, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, in tort, at law, in equity, or otherwise. Causes of action also include: (i) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (ii) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of local, state, federal, or foreign law (including Brazilian law), or breach of any duty imposed by law or in equity, including, without limitation, securities laws, negligence, and gross negligence; (iii) the right to object to or otherwise contest claims or interests; (iv) claims pursuant to sections 362 or chapter 5 of the Bankruptcy Code; (v) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (vi) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including, without limitation, Brazilian law and fraudulent transfer laws, and neither the Global Notes nor the Schedules and Statements shall be deemed a waiver of any such claims, causes of action, or avoidance actions, or in any way prejudice or impair the assertion of such claims or causes of action.

- g. **Intellectual Property Rights.** The Debtor does not own intellectual property but may use intellectual property owned or licensed by Ambipar Group, which is not included on the Schedules and Statements. Exclusion of such intellectual property shall not be construed to be an admission that any such intellectual property rights attributable to the Debtor have been abandoned, have been terminated, or otherwise have expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. The Debtor reserves all of its rights with respect to the legal status of any and all intellectual property rights.
- h. **Insiders.** The Debtor has attempted to include all payments made on or within twelve months before the Petition Date to any individual (and their relatives) or entity who, in the Debtor's good faith belief, may be deemed an "insider" within the meaning of such term in the Bankruptcy Code. An individual or entity is designated as an "insider" for the purposes of the Schedules and Statements if such individual or entity, based on the totality of the circumstances, has at least a controlling interest in, or exercises sufficient authority over, the Debtor so as to dictate corporate policy and the disposition of corporate assets. The Debtor has also considered the requirements of IFRS and other reporting standards and their public disclosures with respect to designating certain individuals and entities as "insiders" herein.

The only individual insider to whom the Debtor has made any payment in the twelve months before the Petition Date is one member of the Debtor's board of directors, as reflected in Statements Question 4. While Statements Question 4 reflects multiple payments to such individual on the same date, those payments are not duplicative and reflect amounts owed and unpaid for prior months of service as a director.

Prior to the Petition Date, all other directors and officers of the Debtor serve in such capacities in connection with their employment by the Debtor's non-Debtor affiliates. While such individuals may have been compensated in connection with their employment by the Debtor's non-Debtor affiliates, neither the Debtor nor any other party on behalf of the Debtor compensated such individuals for their service as directors or officers, as the case may be, of the Debtor.

The inclusion or omission of a party as an "insider" for the purposes of the Schedules and Statements is for informational purposes and is not intended to be nor should be construed as an admission that those parties are insiders within the meaning of section 101(31) of the Bankruptcy Code. Information regarding the individuals or entities included as insiders in the Schedules and Statements may not be used for: (i) the purposes of determining (a) control of the Debtor; (b) the extent to which any individual or entity exercised management responsibilities or functions; (c) corporate decision-making authority over the Debtor; or (d) whether such individual or entity (or the Debtor) could successfully argue that they are not an insider under applicable law, including the Bankruptcy Code and other governing laws, or with respect to any theories of liability or (ii) any other purpose. The Debtor reserves all rights with respect thereto.

4. **Methodology.**

- a. **Basis of Presentation.** For financial reporting purposes, the Debtor and its affiliates have historically prepared consolidated financial statements in accordance with the IFRS but, for the purpose of reporting its Schedules and Statements, have provided financial information for the Debtor entity. Accordingly, the assets and liabilities set forth in the Schedules and Statements may be substantially different from financial information that would be prepared on a consolidated basis under IFRS. Therefore, these Schedules and Statements neither purport to represent financial statements prepared in accordance with IFRS nor are they intended to reconcile fully to the financial statements prepared by the Debtor and its affiliates. Unlike the consolidated financial statements, these Schedules and Statements, except where otherwise indicated, reflect the assets and liabilities of just the Debtor. Information contained in the Schedules and Statements has been derived from the Debtor's books and records and historical financial statements.

However, due to limitations within the Debtor's accounting systems, it is possible that not all assets, liabilities, or amounts of cash disbursements have been recorded on the Schedules and Statements and assets, liabilities, or cash disbursements may have been omitted from the Schedules and Statements. Accordingly, the Debtor reserves all rights to amend, modify, and/or supplement the Schedules and Statements in these regards, and in any case, the actual terms governing ownership of assets, obligations under liabilities, and amounts of cash disbursements govern the assets, liabilities, disbursements, and other transactions included in the Schedules and Statements.

Given, among other things, the uncertainty surrounding the collection, ownership, and valuation of certain assets and the amount and nature of certain liabilities, the Debtor's report of assets and liabilities shall not constitute an admission that the Debtor was solvent or insolvent on the Petition Date or at any time prior to or after the Petition Date. For the avoidance of doubt, nothing contained in the Schedules and Statements is indicative of the Debtor's enterprise value. The Schedules and Statements contain unaudited information that is subject to further review and potential adjustment.

- b. **Reporting Date.** Unless otherwise noted, the Schedules and Statements generally reflect the Debtor's books and records as of close of business on the Petition Date.
- c. **Confidential or Sensitive Information.** There may be instances in which certain information in the Schedules and Statements intentionally has been redacted due to concerns about the privacy of certain parties (*e.g.*, names, home addresses, etc.). The alterations will be limited to only what is necessary to protect the Debtor or the applicable third party. The Debtor is authorized or required to redact certain information from the public record pursuant to orders of the Bankruptcy Court

authorizing the Debtor to redact, seal, or otherwise protect such information from public disclosure.⁴

- d. **Intercompany Balances.** Receivables owed to the Debtor by certain of its non-Debtor affiliates are reported on Schedule A/B, per the Debtor's unaudited books and records.

The listing of any amounts with respect to such receivables is not, and should not be construed as, an admission or conclusion regarding the amount, allowance, classification, validity, or priority of such account or characterization of such balances as debt, equity, or otherwise. For the avoidance of doubt, the Debtor reserves all rights, claims, and defenses in connection with any and all intercompany balances, including, but not limited to, with respect to the characterization of intercompany claims, loans, and notes.

- e. **Duplication.** Certain of the Debtor's assets, liabilities, prepetition payments, and executory contracts may properly be disclosed in response to multiple parts of the Schedules and Statements. To the extent these disclosures would be duplicative, the Debtor has determined in certain instances to only list such assets, liabilities, and prepetition payments once. In other instances, the same assets, liabilities, prepetition payments, and executory contracts or unexpired leases inadvertently may be listed more than once.

- f. **Net Book Value of Assets.** In many instances, current market valuations are not maintained by or readily available to the Debtor. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate resources for the Debtor to obtain current market valuations for all assets. As such, unless otherwise indicated, net book values as of October 20, 2025, are presented for all assets. When necessary, the Debtor has indicated that the value of certain assets is "unknown" or "undetermined." The description of an amount as "unknown" or "undetermined" is not intended to reflect upon the materiality of such amount. Amounts ultimately realized may vary materially from net book value (or other value so ascribed). Accordingly, the Debtor reserves all rights to amend, modify, or supplement the asset values set forth in the Schedules and Statements. Assets that have been fully depreciated or that were expensed for accounting purposes either do not appear in these Schedules and Statements or are set forth with a zero-dollar value, as such assets have no net book value. The omission of an asset from the Schedules and Statements does not constitute a representation regarding the ownership of such asset, and any such omission does not constitute a waiver of any rights of the Debtor with respect to such asset. Nothing in the Debtor's Schedules and Statements shall be, or shall be deemed to be, an admission that the Debtor was

⁴ See, Order (I) Extending Time to File (A) Schedules of Assets and Liabilities and Schedules of Executory Contracts and Unexpired Leases, and (B) Statement of Financial Affairs, (II) Modifying Requirement to File List of Equity Security Holders, (III) Extending Time to File, and Modifying Frequency of, Reports Under Bankruptcy Rule 2015-3, (IV) Authorizing Redaction of Certain Personally Identifiable Information of Natural Persons, and (V) Granting Related Relief [Docket No. 70].

solvent or insolvent as of the Petition Date or any time prior to, or after, the Petition Date.

- g. **Language Translation.** The Debtor conducts business in multiple languages. Solely for the purpose of preparing the Schedules and Statements, and in an effort to promote English-language legibility of certain disclosures, the Debtor has translated certain parties' names, certain terms, conditions, and descriptions of documents or transactions, and certain other terms. Such translations are provided for illustrative purposes only and may contain errors or omissions. In any case, the original-language names, terms, and conditions of any transaction described in the Schedules and Statements govern such transaction in all respects.
- h. **Currency and Foreign Currency Conversion.** All amounts shown in the Schedules and Statements are in U.S. Dollars, unless otherwise indicated. The Debtor conducts business in multiple currencies. Solely for the purpose of preparing the Schedules and Statements, non-U.S. currency amounts have been translated using publicly available prevailing foreign-exchange rates corresponding to the respective reporting periods, consistent with the Debtor's historical closing and consolidation process. Such translations are provided for illustrative purposes only and may differ materially from both current market values and market values at the time of the transactions described in the Schedules and Statements. Due to the fluctuations in exchange rates, the individual translation of specific accounts may not perfectly "balance" or "tie" to other amounts set forth in the Schedules and Statements. In any case, the original currency of any transaction described in the Schedules and Statements shall control.
- i. **Allocation of Liabilities.** The Debtor, in consultation with its advisors and Ambipar Topco's advisors, have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and postpetition periods may change. The Debtor reserves the right to amend, modify, and/or supplement the Schedules and Statements as it deems appropriate in this regard.
- j. **Totals.** All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements and exclude items identified as "unknown" or "undetermined." If there are unknown or undetermined amounts, the actual totals may differ materially from the listed totals. The description of an amount as "unknown" or "undetermined" is not intended to reflect upon the materiality of such amount. To the extent the Debtor is a guarantor of debt issued by a non-Debtor affiliate, the amounts reflected in these Schedules may include the Debtor's guarantee obligations.
- k. **Guarantees and Other Secondary Liability Claims.** The Debtor has used commercially reasonable efforts to locate and identify guarantees and other secondary liability claims ("Guarantees") in their debt instruments and other

agreements. Where such Guarantees have been identified, they have been included in the relevant Schedules of liabilities. The Debtor reserves the right but is not required, to amend, modify, or supplement the Schedules and Statements if additional Guarantees are identified.

- l. **Executory Contracts.** Although the Debtor made diligent efforts to identify all executory contracts and unexpired leases to which the Debtor is the legal counterparty, there may be omissions. Accordingly, the Debtor reserves the right but is not required, to amend, modify, or supplement Schedule G. Additionally, the inclusion of an agreement on Schedule G does not reflect any admission or decision by the Debtor as to whether or not such agreement is executory in nature.
- m. **Unliquidated Amounts.** Claim amounts that could not be readily quantified by the Debtor are scheduled as “unliquidated.”
- n. **Undetermined Amounts.** The description of an amount as “unknown” or “undetermined” is not intended to reflect upon the materiality of such amount.

Specific Schedules Disclosures

Schedules A/B, D, E/F, G, and H may contain explanatory or qualifying notes that pertain to the information provided in the Schedules. Those Schedule-specific notes are incorporated herein by reference. Unless otherwise noted, the total assets set forth on the Schedules are derived from amounts included in the Debtor’s books and records as of October 20, 2025. To the extent there are unknown or undetermined amounts, the actual total may be different from the total listed.

Part 1 – Cash and Cash Equivalents

Schedule A/B 3 – Checking, Savings, or Other Financial Accounts, CDs, etc. Schedule A/B 3 lists bank account balances at net book value as of the Petition Date.

Part 4 – Investments

Schedule A/B 15 – Investments. Schedule A/B 15 includes the Debtor’s only direct subsidiary, Emergência Participações S.A., which is wholly owned by the Debtor. Subsidiaries owned indirectly by the Debtor are not included. Values of the ownership interests included in Schedule A/B 15 have been set forth at net book value. The fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from its net book value.

Part 11 – All Other Assets

Schedule A/B 77 – Other Property of Any Kind. Schedule A/B 77 includes receivables owed to the Debtor by certain of its non-Debtor affiliates. The values of such receivables have been set forth at net book value. The fair market value and ultimate collection of such ownership is dependent on numerous variables and factors and may differ significantly from its net book value. Schedule A/B 77 also includes a retainer for local

bankruptcy counsel in the chapter 11 case that was paid by Ambipar Topco on behalf of and for the benefit of the Debtor.

Specific Notes Regarding Schedule D

The Debtor does not have any secured debt obligations. A detailed description of the Debtor's capital structure is set forth in the First Day Declaration.

Specific Notes Regarding Schedule E/F

- a. **Part 1 – Creditors with Priority Unsecured Claims.** The Debtor has not historically and does not now maintain records of any claims entitled to priority under the Bankruptcy Code in the ordinary course of business. The exclusion of any claim on Schedule E/F does not constitute an admission by the Debtor that such claim is not entitled to priority treatment under section 507 of the Bankruptcy Code. The Debtor reserves the right to dispute the amount and/or priority status of any claim on any basis at any time.
- b. **Part 2 – Creditors with Nonpriority Unsecured Claims.** The liabilities identified in Schedule E/F, Part 2, are derived from the Debtor's books and records. The Debtor made a reasonable attempt to set forth its unsecured obligations, although the actual amount of claims against the Debtor may vary from those liabilities represented in Schedule E/F, Part 2. The listed liabilities may not reflect the correct amount of any unsecured creditor's allowed claims or the correct amount of all unsecured claims.

In many cases, the claims set forth on Schedule E/F, Part 2, arose, accrued, or were incurred on various dates or on a date or dates that are unknown to the Debtor or are subject to dispute. Where the determination of the date on which a claim arose, accrued, or was incurred would be unduly burdensome, costly, and inefficient, the Debtor has not listed a specific date or dates for such claim. In addition, Schedule E/F, Part 2 does not include rejection damage claims of the counterparties to executory contracts and unexpired leases that may be rejected, if any, to the extent such damage claims exist. Further, certain accounting reserves relating to the potential exercise of warrants issued by the Company are not reflected in Schedule E/F.

Specific Notes Regarding Schedule G

While the Debtor's existing books, records, and financial systems have been relied upon to identify and schedule executory contracts, and although commercially reasonable efforts have been made to ensure the accuracy of Schedule G, errors, omissions, or over-inclusions may have occurred. The Debtor does not make, and specifically disclaims, any representation or warranty as to the completeness or accuracy of the information set forth on Schedule G. Schedule G may be amended, modified, or supplemented at any time to add any omitted Agreements.

The Debtor hereby reserves all of its rights to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in Schedule G and to amend, modify, or supplement Schedule G as necessary.

The agreements set forth on Schedule G may have expired or may have been amended, modified, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be included in Schedule G. Further, unless otherwise specified in Schedule G, each executory contract or unexpired lease included therein shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is included thereon.

Omission of a contract or agreement from Schedule G does not constitute an admission, concession, or stipulation that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtor's rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission. Likewise, the inclusion of an agreement in Schedule G does not constitute an admission, concession, or stipulation that such Agreement is an executory contract or unexpired lease or that such Agreement was in effect on the Petition Date or is valid or enforceable.

Specific Notes Regarding Schedule H

Co-Debtors. The Debtor may not have identified certain guarantees that are embedded in the Debtor's executory contracts, unexpired leases, debt instruments, and other agreements, to the extent applicable. Further, certain of the guarantees reflected on Schedule H may have expired or may no longer be enforceable. Thus, the Debtor reserves all rights to amend Schedule H to the extent that additional guarantees are identified or such guarantees are discovered to have expired or become unenforceable.

Specific Notes Regarding Statements

- a. **Question 1 – Gross Revenue from Business; Question 2 – Non-Business Revenue.** The values reflected in Statements Question 1 and Statements Question 2 reflect revenue through October 31, 2025, and are presented on an accrual basis, not a cash basis.

Non-business revenue in Statements Question 2 includes items such as interest income and equity earnings of investments.

- b. **Question 3 – Certain Payments or Transfers to Creditors Within 90 Days Before Filing this Case.** The payments disclosed in Statements Question 3 are based on payments made by the Debtor with payment dates from July 22, 2025, through October 20, 2025. Prepetition amounts still owed to creditors will appear on the Schedules, as applicable.

The response to Statements Question 3 excludes payments set forth on Statement 4.

- c. **Question 4 – Payments or Transfers to Insiders.** The information reported on Statements Question 4 is representative of the payments made to insiders during the one year prior to the Petition Date. For the avoidance of doubt, Statements Question 4 may include payments to individuals who may have been insiders at the time they were employed by the Company but are no longer employed by the Company.
- d. **Question 11 – Payments Related to Bankruptcy.** All payments for services of any entities that provided consultation concerning debt counseling or restructuring services, relief under the Bankruptcy Code, or preparation of a petition in bankruptcy within one year immediately preceding the Petition Date, to the extent related to the Debtor, were paid in full by Ambipar Topco or other non-Debtor affiliates prior to the Petition Date.
- e. **Question 16 – Personally Identifiable Information.** The Debtor collects a limited amount of information from individuals in the ordinary course of business. The applicable privacy policy of Ambipar Group is available at <https://ambipar.com/uk/privacy-policy/>.
- f. **Question 25 – Other Businesses in which the Debtor Has or Has Had an Interest.** The Debtor's response to Statements Question 25 includes legal entities (including operating businesses) in which the Debtor currently has or historically has had a direct interest.
- g. **Question 26 – Books, Records, and Financial Statements.** From time to time, the Debtor may provide certain parties such as banks, auditors, potential investors, vendors, and financial advisors with financial statements. The Debtor does not maintain detailed records tracking such disclosures, and so such parties are not included in Statements Question 26. Additionally, disclosures and filings with the U.S. Securities and Exchange Commission are not included in Statements Question 26.
- h. **Question 30 – Payments, Distributions, or Withdrawals Credited or Given to Insiders.** Refer to the Methodology section and Statements Question 4, above, regarding all payments to insiders.

Fill in this information to identify the case:

Debtor Name: In re : Ambipar Emergency Response

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 25-90524 (ARP)

☒ Check if this is an amended filing**Official Form 206Sum****Summary of Assets and Liabilities for Non-Individuals****12/15****Part 1: Summary of Assets****1. Schedule A/B: Assets—Real and Personal Property** (Official Form 206A/B)**1a. Real property:**Copy line 88 from *Schedule A/B*

\$ 0.00

1b. Total personal property:Copy line 91A from *Schedule A/B*

\$ 225,591,507.09

1c. Total of all property:Copy line 92 from *Schedule A/B*

\$ 225,591,507.09

Part 2: Summary of Liabilities**2. Schedule D: Creditors Who Have Claims Secured by Property** (Official Form 206D)Copy the total dollar amount listed in Column A, *Amount of claim*, from line 3 of *Schedule D*

\$ 0.00

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)**3a. Total claim amounts of priority unsecured claims:**Copy the total claims from Part 1 from line 5a of *Schedule E/F*

\$ 0.00

3b. Total amount of claims of nonpriority amount of unsecured claims:Copy the total of the amount of claims from Part 2 from line 5b of *Schedule E/F*

+ \$ 328,200,000.00 *

4. Total liabilities

Lines 2 + 3a + 3b

\$ 328,200,000.00 *

* Amended herein: amount updated

Fill in this information to identify the case:

Debtor Name: In re : Ambipar Emergency Response

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 25-90524 (ARP)

☒ Check if this is an amended filing**Official Form 206E/F****Schedule E/F: Creditors Who Have Unsecured Claims**

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims**1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).**

- ☒ No. Go to Part 2.
☐ Yes. Go to Line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

Total claim	Priority amount
-------------	-----------------

2.1 Priority creditor's name and mailing address

As of the petition filing date, the claim is: \$ _____ \$ _____

Check all that apply.

Creditor Name _____

☐ Contingent

Creditor's Notice name _____

☐ Unliquidated☐ Disputed

Address _____

Basis for the claim: _____

City _____

State _____

ZIP Code _____

Country _____

Date or dates debt was incurred _____**Last 4 digits of account number** _____**Is the claim subject to offset?**☐ No☐ Yes**Specify Code subsection of PRIORITY unsecured****claim:** 11 U.S.C. § 507(a) ()

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

		Amount of claim	
3.1 Nonpriority creditor's name and mailing address		As of the petition filing date, the claim is: \$ Undetermined	
Deutsche Bank S.A. - Banco Alemão		<i>Check all that apply.</i>	
Creditor Name		☒ Contingent	
		☒ Unliquidated	
Creditor's Notice name		☒ Disputed	
Avenisa Faria Lima, 3,900		Basis for the claim:	
Address		Swap Provider	
13th Floor			
Sao Paulo		04-538-132	
City	State	ZIP Code	
Brazil	Country		
Date or dates debt was incurred		Is the claim subject to offset?	
Various		☒ No	
Last 4 digits of account number		☐ Yes	
3.2 Nonpriority creditor's name and mailing address		As of the petition filing date, the claim is: \$ 200,000,000.00	
The Bank of New York Mellon, as Indenture Trustee of Green Bonds due 2031		<i>Check all that apply.</i>	
Creditor Name		☒ Contingent	
		☒ Unliquidated	
Creditor's Notice name		☐ Disputed	
240 Greenwich Street, Floor 2		Basis for the claim:	
Address		Limited Guarantee 2031 Green Notes	
New York	NY	10286	
City	State	ZIP Code	
Country			
Date or dates debt was incurred		Is the claim subject to offset?	
2/6/2024		☒ No	
Last 4 digits of account number		☐ Yes	

Debtor: Ambipar Emergency Response

Case number (if known): 25-90524

Name

3.3 Nonpriority creditor's name and mailing address

The Bank of New York Mellon, as Indenture Trustee of Green Bonds due 2033

Creditor Name

Creditor's Notice name

240 Greenwich Street, Floor 2

Address

New York

NY

10286

City

State

ZIP Code

Country

Date or dates debt was incurred

2/5/2025

Last 4 digits of account

number

As of the petition filing date, the claim is: \$ 128,200,000.00 **Check all that apply.*☒ Contingent☒ Unliquidated☒ Disputed**Basis for the claim:**

Limited Guarantee 2033 Green Notes

Is the claim subject to offset?☒ No☐ Yes** Amended herein: amount updated*

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors. If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address

On which line in Part 1 or Part 2 is the related creditor (if any) listed?

Last 4 digits of account number, if any

Name

Line

☐ Not Listed.Explain

Notice Name

Street

City

State

ZIP Code

Country

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

		Total of claim amounts
5a. Total claims from Part 1	5a.	\$ 0.00
5b. Total claims from Part 2	5b. +	\$ 328,200,000.00 *
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c.	\$ 328,200,000.00 *

* Amended herein: amount updated

Fill in this information to identify the case:

Debtor Name: In re : Ambipar Emergency Response

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): 25-90524 (ARP)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☒ *Amended Schedule* Schedule E/F: Creditors Who Have Unsecured Claims, Summary of Assets and Liabilities for Non-Individuals
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/05/2025

MM / DD / YYYY

✕ / s / Thiago da Costa Silva

Signature of individual signing on behalf of debtor

Thiago da Costa Silva

Printed name

Director

Position or relationship to debtor

Page 1 1 IN THE UNITED STATES BANKRUPTCY COURT 2 FOR THE SOUTHERN DISTRICT OF TEXAS 3 HOUSTON DIVISION 4 In Re: 5 AMBIPAR EMERGENCY RESPONSE, 6 Debtor. 7 8 TRANSCRIPTION OF 341 RECORDING 9 10 11 12 13 14 15 Reported by: 16 Rebecca Schaumloffel, RPR, CLR 17 18 19 20 21 22 23 24 25	Page 3 1 P R O C E E D I N G S 2 ***** 3 4 MR. RUFF: Okay. Again, for 5 those just joining us, good afternoon, 6 everyone. My name is Jason Ruff. I'm 7 a trial attorney with the United 8 States Trustee's Office. Today is 9 Wednesday, December 10, 2025. The 10 time is approximately 2:03 Central 11 Time. This is the 341 meeting of 12 creditors for Ambipar Emergency 13 Response, who I'll just refer to as 14 "the Debtor," and whose Chapter 11 15 case is proceeding under Case No. 16 25-90524 before Judge Perez in the 17 United States Bankruptcy Court for the 18 Southern District of Texas. 19 For the record, this matter is 20 being recorded. No one else should be 21 recording the meeting. I would ask 22 that when parties speak, if they would 23 please announce their names for the 24 record when speaking, and if you're 25 not speaking, if you'll just do us a
Page 2 1 I N D E X 2 - - - 3 4 WITNESS: PAGE 5 DIOGO DA SILVA 6 EXAMINATION BY MR. RUFF 5 7 EXAMINATION BY MR. RIORDAN 12 8 EXAMINATION BY MS. ROSNER 16 9 EXAMINATION BY MR. RUFF 17 10 11 - - - 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Page 4 1 favor and put your phone on mute to 2 cut down on background noise. 3 And with that, now that I have 4 my recorder going, can I get Debtor's 5 counsel to make their appearance for 6 the record. 7 MR. ZYLBERBERG: Hi, Your Honor. 8 I mean -- sorry, I'm used to it. It's 9 David Zylberberg, Bryce Friedman, and 10 Noah Gimbel of Simpson Thatcher & 11 Bartlett for the Debtor. With us 12 today is Diogo da Silva, the Debtor's 13 First Day Declarant. 14 MR. RUFF: Alright. And then 15 Mr. Gimble is there with Mr. Silva; is 16 that correct? 17 MR. ZYLBERBERG: That's correct. 18 MR. RUFF: All right, very good. 19 And then Mr. Silva, I understand that 20 you have an interpreter with you, so 21 if at any time I need to repeat 22 anything that I say or if what I say 23 is unclear, please let me know. 24 And with that, I'm going to ask 25 Mr. Silva to please raise your right

1 hand and let me know when you have it 2 raised. Can someone let me know that 3 he has his hand raised. 4 THE INTERPRETER: He has his 5 hand raised. 6 MR. RUFF: Very good. 7 Mr. Silva, do you swear and 8 affirm that the testimony that you're 9 about to give is the truth, the whole 10 truth, and nothing but the truth? 11 THE WITNESS: Yes. 12 MR. RUFF: Okay. You can put 13 your hand down. 14 EXAMINATION BY 15 MR. RUFF: 16 Q. Mr. Silva, can you please state 17 your full name for the record. 18 A. Diogo da Silva. 19 Q. Thank you. And, Mr. Silva, what 20 is your title or position with respect to 21 this Debtor? 22 A. Director. 23 Q. Okay. Mr. Silva, did you review 24 the petition, the schedules, statement of 25 financial affairs and lists that were	Page 5 1 Q. And, to the best of your 2 knowledge, is the information contained in 3 each of those documents true and correct? 4 A. Yes. 5 Q. Are all of the Debtor's assets 6 identified on the schedules? 7 A. Yes. 8 Q. And are all of the Debtor's 9 creditors listed on the schedules? 10 A. Yes. 11 Q. Are you aware of any changes, 12 additions, or deletions that need to be made 13 to any of those documents at this time? 14 MR. ZYLBERBERG: Jason, can we 15 just clarify that we're referring to 16 the amended schedule that was filed, I 17 believe? 18 MR. RUFF: As amended on the 19 record, that is correct. That is what 20 I'm referring to. 21 MR. ZYLBERBERG: Thank you. 22 BY MR. RUFF: 23 Q. So as amended, are you aware of 24 any changes, additions, or deletions that 25 need to be made?
1 prepared and filed in this case? 2 A. Yes. 3 Q. And did you understand the 4 questions that were being asked of you on 5 those documents? 6 A. Yes. 7 Q. Okay. Are you personally 8 familiar with the information contained in 9 each of those documents? 10 A. Yes. 11 Q. Now, I know there was some global 12 notes attached to the Schedule and Statement 13 of Financial Affairs. 14 Would you agree with me that the 15 global notes don't really answer the 16 questions being asked on the petition or -- 17 excuse me, the Schedule and Statements of 18 Financial Affairs but, rather, help tell us 19 about how the Debtors answered those 20 questions? 21 A. Yes. 22 Q. Okay. And you are the individual 23 who signed those documents on behalf of the 24 Debtor, correct? 25 A. Yes.	Page 6 1 A. Yes. 2 Q. Is it "yes," there are none to be 3 made or "yes," you believe there are more to 4 be made? 5 A. Yes, there are no other 6 alterations to be made. 7 Q. Okay. Thank you. And Mr. Silva, 8 are you aware of the requirement to file 9 monthly operating reports during the pendency 10 of this case? 11 A. Yes. 12 Q. And will you be the person who 13 makes sure that the Debtors fulfill that 14 requirement to file operating reports? 15 A. Yes. 16 Q. Very good. Now, if you could, I 17 know there has been statements made in court 18 and lots of pleadings filed, but in your own 19 words, if you would just take a moment to 20 tell us what caused this Debtor to have to 21 file bankruptcy. 22 A. So within the Brazilian 23 legislature, the parent company had followed 24 the rules of the judicial recovery process in 25 Portuguese called RJ -- and the Chapter 11

Page 9 1 request was petitioned to be able to avoid 2 any interruptions in the activities of its 3 subsidiaries of Emergency Response. 4 Q. Thank you. Can you describe the 5 business of the Debtor for me? 6 A. Emergency Response is a holding 7 company which concentrates the Emergency 8 Response business division of the Ambipar 9 Group, and we direct and redirect 10 subsidiaries and these companies operate with 11 the protection and prevention of events 12 involving hazardous materials. 13 Q. All right. Thank you. 14 Is the Debtor's main source of 15 income dividends that it gets from its 16 companies that it holds? 17 A. Yes. 18 Q. Okay. And prior to the filing of 19 the bankruptcy case, did the Debtor have any 20 bank accounts? 21 A. Yes, it was a bank account at 22 J.P. Morgan. 23 Q. Okay. And so we have just the 24 one account at J.P. Morgan, as listed on the 25 schedules?	Page 11 1 going to go ahead and open it up and 2 see if there's anybody else on the 3 line that has any questions they would 4 like to ask of the Debtor at this 5 time. 6 MR. RIORDAN: I have a few 7 questions I would like to ask to just 8 briefly. 9 MR. RUFF: Sure. Could you just 10 give us your name for the record. 11 MR. RIORDAN: Sure. Michael 12 Riordon on behalf of the Opportunity 13 Funds holder. 14 MR. RUFF: Mr. Riordan, go 15 ahead. 16 MR. ZYLBERBERG: Excuse me, it's 17 David from Simpson Thacher. I don't 18 believe Opportunity is a creditor. 19 MR. RIORDAN: Would you object 20 to me asking a few questions? 21 MR. RUFF: You can go ahead and 22 ask a few questions. 23 MR. ZYLBERBERG: I object to 24 this. I just wanted to register an 25 objection because I do believe that a
Page 10 1 A. Yes. 2 Q. Okay. And then more -- so I know 3 you're -- I don't expect you to give me the 4 lawyer answer, but I would like to know, what 5 do you believe is the game plan for how the 6 Debtor intends to get through this 7 bankruptcy? 8 A. So our plan is creating designs 9 with our advisors. So we don't have the plan 10 available yet, but it will certainly be 11 provided to fulfill the -- the best 12 intentions of our shareholders and creditors 13 in the company, and the plan will be led by 14 the group here in Brazil. 15 Q. Does this debtor have any 16 employees? 17 A. There are no employees. 18 Q. Okay. 19 MR. RUFF: Just for the record, 20 we did -- we do not have any open, I 21 guess, compliance requests from the 22 Debtors at this time, so I just want 23 to thank the Debtors -- Debtor, excuse 24 me, for responding to all of our 25 requests today and at this time, I'm	Page 12 1 341 meeting is a meeting for 2 creditors, but that's fine. 3 MR. RIORDAN: I'll keep it 4 brief. 5 EXAMINATION BY 6 MR. RIORDAN: 7 Q. So, Mr. Silva, can you describe 8 why the Debtor subsidiaries have not also 9 filed for Chapter 11? 10 THE INTERPRETER: Just a second. 11 MR. RIORDAN: Sure, thank you. 12 THE WITNESS: Because the party 13 was -- because the subsidiaries of the 14 Debtor party are not obliged by the 15 same debt requirements and do not need 16 to have the same level of protection. 17 BY MR. RIORDAN: 18 Q. Understood, thanks. Do you know 19 when was the last time the Debtor received a 20 cash dividend from its subsidiaries? 21 A. Emergency Response, according to 22 our records, did not go ahead and receive any 23 dividends. 24 Q. In the past year? 25 A. No, not -- yes, in the last year.

1 Q. Okay. Thank you. Page 13 2 And can I direct your attention 3 to the attachment, the Statement of Financial 4 Affairs, it's titled the "SOFA 4 attachment," 5 and its showing the transfers from past years 6 to insiders. Let me know when you're looking 7 at it. 8 THE INTERPRETER: Could you 9 please repeat the last question 10 because the connection was not very 11 good here. 12 MR. RIORDAN: Oh, sure. Sure. 13 BY MR. RIORDAN: 14 Q. I just wanted to direct your 15 attention to the attachment at the end of the 16 Statement of Financial Affairs. It is titled 17 "SOFA 4 attachment," and it shows a list of 18 transfers to insiders within the past year. 19 MR. RUFF: Mr. Riordan, is this 20 the one that was filed at docket 78? 21 MR. RIORDAN: Give me one second 22 to confirm. No, I'm looking at the 23 one at 77. Apologies if I'm looking 24 at something -- 25 MR. RUFF: Okay. Because I	1 attachment" showing payments and transfers of Page 15 2 property made within one year before the 3 filing of this case. 4 A. So what exactly would be the 5 question, sorry? 6 Q. Just asking if you guys were 7 there. My question is, can you confirm that, 8 because this only shows payments made to 9 Marcos Venini for direct payments, that no 10 transfers were made within the one year 11 before filing with any affiliates or parent 12 companies of the Debtor? 13 A. Yes, it's confirmed. 14 MR. RIORDAN: Thank you. Those 15 are all my questions. 16 MR. RUFF: Thank you, Mr. 17 Riordan. Are there any other parties 18 on the line that have any questions 19 they would like to ask of the Debtor? 20 MS. ROSNER: Good afternoon, 21 this is Stephanie Rosner of Davis Polk 22 & Wardwell. 23 MR. RUFF: Yes, go ahead. 24 MS. ROSNER: I have a few 25 questions for Mr. Silva.
1 don't see one filed at 77. Page 14 2 MS. ROSNER: Did you say "7-7"? 3 Excuse me -- 4 MR. RIORDAN: That's right. 5 Well, I'm sorry, it's on PDF page 38. 6 My apologies for the confusion, on 7 docket 78. 8 UNIDENTIFIED SPEAKER: Just to 9 clarify, are you looking at a table 10 that shows a number of transfers to 11 Marcos Venini? 12 MR. RIORDAN: That's correct. 13 UNIDENTIFIED SPEAKER: Thank 14 you. 15 MR. RUFF: And then, Mr. 16 Riordan, can you just -- I'm sorry, I 17 keep interrupting but, Mr. Riordan, 18 just so we have a clean record, would 19 you mind, since we located the correct 20 document, repeating your question. 21 MR. RIORDAN: Sure. Sorry. 22 BY MR. RIORDAN: 23 Q. Mr. Silva, can I direct your 24 attention to the attachment at PDF page 38 of 25 39 of DCF number 78. It's entitled "SOFA 4	1 EXAMINATION BY Page 16 2 MS. ROSNER: 3 Q. Can you confirm that cash or 4 other assets are currently being transferred 5 from the operating subsidiaries of the Debtor 6 to any other part of the Ambipar Group? 7 A. Following the Brazil 8 registration, there are some transfers 9 occurring as a substantial consolidation, and 10 this will be reported and filed together with 11 our plan. It's basically related to the 12 Brazilian subsidiaries. 13 Q. So to confirm, only the Brazilian 14 subsidiaries that are part of the operating 15 subsidiaries of the Debtor have cash being 16 transferred to other parts of the Ambipar 17 Group? 18 A. Exactly. 19 Q. Are you able to say at this time 20 what those subsidiaries are? 21 A. They are various subsidiaries in 22 Brazil and -- 23 Q. Okay. My next question is: Why 24 have profits or dividends not historically 25 been upstreamed from the operating

Page 17 1 subsidiaries of the Debtor to the Debtor? 2 A. Because they need cash 3 availability to fund the expansion. 4 Q. Okay. And then my last question 5 is, why are profits or dividends from the 6 operating subsidiaries of the Debtor still 7 not flowing to the Debtor now, even if they 8 have done so historically in light of the 9 cash need of the Debtor? 10 A. Because they need the available 11 cash to be able to fund the growth of the 12 operation itself. 13 MS. ROSNER: Thank you. I have 14 no more questions. 15 MR. RUFF: All right, thank you. 16 Are there any other parties that have 17 any questions of the Debtor? 18 EXAMINATION BY 19 MR. RUFF: 20 Q. Mr. Silva, my last question is 21 just -- I just want to confirm, are Debtors 22 keeping current in their obligations to 23 taxing authorities -- excuse me. Let me 24 scratch that and start over. 25 Is the Debtor keeping current in	Page 19 CERTIFICATE 1 2 3 STATE OF NEW YORK 4 5 DELAWARE COUNTY 6 7 I, Rebecca Schaumloffel, a 8 Registered Professional Reporter and Notary 9 Public within and for the State of New York, 10 do hereby certify: 11 That the witness whose deposition is 12 hereinbefore set forth, that such deposition 13 is a true record of the testimony given by 14 such witness. 15 I further certify that I am not 16 related to any of the parties to this action 17 by blood or marriage and that I am in no way 18 interested in the outcome of this matter. 19 20 21  22 REBECCA SCHAUMLOFFEL, CLR 23 24 25
Page 18 1 its obligations to taxing authorities since 2 filing this case? 3 A. Yes. 4 THE INTERPRETER: Just 5 confirming, you said "tax 6 obligations," right? 7 MR. RUFF: Correct. 8 THE WITNESS: Okay, yes. 9 MR. RUFF: All right, with that, 10 I have no further questions, and we 11 will go ahead and conclude. I want to 12 thank everybody for joining us today 13 and I wish everyone well. Thank you. 14 (HEARING WAS CONCLUDED) 15 16 17 18 19 20 21 22 23 24 25	

1 IN THE UNITED STATES BANKRUPTCY COURT

2 FOR THE SOUTHERN DISTRICT OF TEXAS

3 HOUSTON DIVISION

4 IN RE: § CASE NO. 25-90399-11
5 FIRST BRANDS GROUP, LLC, § HOUSTON, TEXAS
ET AL, § MONDAY,
6 Debtors. § DECEMBER 8, 2025
§ 9:02 A.M. TO 12:03 P.M.

7 **HYBRID HEARING ON RETENTION APPLICATIONS**

8 BEFORE THE HONORABLE CHRISTOPHER M. LOPEZ
9 UNITED STATES BANKRUPTCY JUDGE

10
11
12 APPEARANCES: SEE NEXT PAGE
13 CASE MANAGER: ROSARIO SALDANA
14 ELECTRONIC RECORDING OFFICER: YESENIA LILA

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16
17
18
19
20 **TRANSCRIPTION SERVICE BY:**

21 JUDICIAL TRANSCRIBERS OF TEXAS, LLC
22 935 Eldridge Road, #144
23 Sugar Land, TX 77478
24 281-277-5325
mary@judicialtranscribers.com

25 Proceedings recorded by electronic sound recording;
transcript produced by transcription service.

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1 And being honest, I also gave an offering to the
2 Debtors; I asked them to push with respect to the two Global
3 Asset SPE entities until January, when we have some other
4 motions that are going to be heard. They didn't want to
5 take that.

6 So we also have a different situation, which I'll
7 get to, you know, probably around minute five. But our
8 issue, as well, is it's not just Weil representing the FBG
9 and the SPEs [sic], it's also Weil has been representing
10 non-Debtor entities, as well, and making decisions that
11 prioritize those non-Debtors over Debtors.

12 So the situation is a problem of Weil's own
13 making. I mean, it's pretty insane. Their motion papers
14 try to make hay about, among other things, one, hey, look at
15 how many motions are filed by the SPEs, they clearly aren't
16 prejudiced and they have Counsel; and, two, there's no
17 conflict because there is no active litigation. These are
18 all really self-serving statements.

19 Weil's actions and roles representing the FBG
20 Debtors, the SPE Debtors, and the non-Debtors created this
21 conflict. They get -- Weil got to pick the winners and the
22 losers here. I mean, to the point that there's no active
23 litigation? Well, duh, they represent both sides with
24 common directors across all the structures. These are all
25 issues that would be more properly explored in January, in

1 I hear talk of an independent SPV party or the
2 Committee. I don't have any evidence of that before me,
3 that's just talk. But right now it's just not enough.

4 What I do have is speculation. I have, but I
5 don't have any actual evidence of a material -- for any
6 professional. I think Hilco is going to do the work that it
7 does and it's going to appraise. And I don't see, you know,
8 there could be potential issues when it comes to providing
9 litigation. But I don't know if that's ever going to really
10 be an issue or not. It's just pure speculation.

11 I think the professionals should be aware of it.
12 I think that's not real allegation that Lazard can't do its
13 work or that Mr. Moore has started litigation against the
14 party -- and then again, I don't know where that litigation
15 -- where that litigation goes and whether the claims are
16 meritorious or not, and that's an entire trial for another
17 day. And it will be dealt with on its own merits.

18 But I think these cases are two months in, but
19 it's a lot of work that has been done into these two months.
20 They're just trying to understand what has happened.

21 But I don't think it's a litigation tactic for
22 the parties to have raised these objections. I think
23 parties have the right to raise objections and to file
24 objections and to put the Debtor to meet their burden on any
25 application. It's their right to do so. And I don't -- you

1 individual will feel compelled to seek to hire a conflicts
2 counsel. It just seems -- and I know this has been done in
3 other cases, it just seems it would be smart to just have
4 someone there, independent. What I don't want is for the --
5 if it does come down and I got in in *Adelphia*, it happened
6 way down the line.

7 But it just seems like it would be really smart
8 to just have someone there independent, ready to go, so if a
9 conflict does arise and you-all feel uncomfortable about
10 something that's right then and there, right? They just
11 kick in right then and there and I don't -- whether it
12 relates to the SPV side of the house, I don't know, but I
13 just know that there's a bunch that no one knows, quite
14 frankly.

15 And that's no one's fault. There's just --
16 that's for the Examiner that's doing the scope of work
17 that's there, but it seems to me that independent conflicts
18 counsel at this stage would make sense one way or the other
19 regardless. I don't want to wait, you know, I don't want to
20 waste time finding -- having you-all go find somebody and
21 then having that person, then waiting, you know, 30 days to
22 get a retention on file and it's just -- just seems that I
23 don't -- there are -- we just don't know what we don't know.

24 I certainly think, based upon the evidence before
25 me today, Debtors' professionals can represent all the

1 I certify that the foregoing is a correct
2 transcript to the best of my ability produced from the
3 electronic sound recording of the ZOOM/telephonic
4 proceedings in the above-entitled matter.

5 /S/ MARY D. HENRY

6 CERTIFIED BY THE AMERICAN ASSOCIATION OF
7 ELECTRONIC REPORTERS AND TRANSCRIBERS, CET**337
8 JUDICIAL TRANSCRIBERS OF TEXAS, LLC
9 JTT TRANSCRIPT #70331

10 DATE FILED: DECEMBER 9, 2025