United States Courts
Southern District of Texas
FILED

FEB 03 2026

Nathan Ochsner, Clerk of Court

Fill in this information to identify the case:

Debtor 1 Ambipar Emergency Response

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of Texas

Case number 25-90524

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

The Bank of New York Mellon
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
The Bank of New York Mellon - John D. Bowman Name	_____ Name
240 Greenwich Street, Floor 7 Number Street	_____ Number Street
New York NY 10286 City State ZIP Code	_____ City State ZIP Code
Contact phone _____	Contact phone _____
Contact email john.d.bowman@bny.com	Contact email _____

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ See attached addendum . **Does this amount include interest or other charges?**
☐ No
☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Indenture Agreement

9. **Is all or part of the claim secured?**
☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____
Amount of the claim that is secured: $_____
Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.
☑ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* 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 date 02/02/2026
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name: John (First name) D. (Middle name) Bowman (Last name)

Title: Vice President

Company: The Bank of New York Mellon
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 240 Greenwich Street, Floor 7
Number Street

New York (City) NY (State) 10286 (ZIP Code)

Contact phone: (212) 815-3223 Email: john.d.bowman@bny.com

Addendum to Proof of Claim of The Bank of New York Mellon, as Indenture Trustee for the 9.875% Green Notes due 2031

The Bank of New York Mellon ("BNY"), in its capacity as Indenture Trustee under that certain indenture dated as of February 6, 2024 (as supplemented or amended from time to time, the "Indenture"),[1] by and among Ambipar Lux S.a.r.l. ("Ambipar Luxco") as Issuer, Ambipar Emergency Response (the "Debtor"), Ambipar Participações e Empreendimentos S.A., and Environmental ESG Participações, S.A., as Guarantors, and BNY, as Indenture Trustee, Registrar, Paying Agent, and Transfer Agent, pursuant to which Ambipar Luxco issued the 9.875% Green Notes due 2031 (the "2031 Notes"), files this Proof of Claim against the Debtor.

BNY is authorized to file this Proof of Claim on behalf of itself and the holders of the 2031 Notes pursuant to, among other things, (i) Section 6.09 of the Indenture, (ii) Article VII of the Indenture, and (iii) Rule 3003 of the Federal Rules of Bankruptcy Procedure.

A. Notices

All notices and other pleadings relating to this Proof of Claim should be addressed as follows:

The Bank of New York Mellon
Attention: John D. Bowman
240 Greenwich Street, Floor 7
New York, NY 10286
E-mail: john.d.bowman@bny.com

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[1] Capitalized terms used but not defined herein shall have the meanings set forth in the Indenture. The Indenture is voluminous and not attached hereto. Counsel to BNY will supply copies of the supporting documents to appropriate persons and entities on request. Other agreements, documents, and instruments were executed and delivered in connection with the execution and delivery of the Indenture (collectively, the "Indenture Documents"). Each description in this Proof of Claim of the Indenture Documents is qualified entirely by reference to the applicable provisions of the Indenture Documents. In the event of any inconsistency between this Proof of Claim and any Indenture Document, the Indenture Document shall control.

With copies to:

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, NY 10019
Attention: Marian Baldwin Fuerst, Francisco Vazquez
Email: marian.baldwin@nortonrosefulbright.com
Email: francisco.vazquez@nortonrosefulbright.com

B. Basis for Claim

Pursuant to the Indenture, Ambipar Luxco was authorized to issue approximately $750 million in aggregate principal amount of notes. The Guarantors, including the Debtor, jointly and severally guaranteed Ambipar Luxco's obligations with respect to the Notes and the Indenture. *See generally* Article X of the Indenture. However, the Debtor's guarantee is limited to "(a) the lower of (i) US$200.0 million, which is the U.S. dollar equivalent of the aggregate principal amount of intercompany loans by [Ambipar Luxco] to [Debtor] either outstanding on the Issue Date or to be made in connection with the offering of the Initial Notes and (ii) the aggregate principal amount of [the 2031] Notes then outstanding *plus* (b) the amount of interest and other payment obligations under [the] Indenture in the same proportion as such aggregate principal amount in paragraph (a) bears to the aggregate principal amount of [the 2031] Notes then outstanding." Indenture Section 10.01.

On October 20, 2025 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas. As of the Petition Date, the Debtor, as Guarantor, was and is still indebted to BNY under the Indenture in an amount not less than $200 million, plus additional amounts due under the Indenture including for, without limitation, interest due as calculated under the Indenture and other contingent and unliquidated amounts for the obligations referenced in the paragraphs below. Interest due under the Indenture totals

$11,224,238.81 as of the Petition Date. However, the Debtor's liability, as Guarantor is approximately 36.17% thereof. Thus, the Debtor, as Guarantor, was and is still indebted to BNY under the Indenture in an amount not less than $204,063,992.38, plus additional amounts due under the Indenture including amounts for the obligations referenced in the paragraphs below.

Pursuant to the Indenture, to the extent permitted under applicable law, the Debtor is also obligated to BNY for all amounts due or to become due to BNY in accordance with the terms of the Indenture, including, without limitation, interest accruing from and after the Petition Date, compensation for services, and reimbursement of all reasonable expenses, disbursements, and advances incurred or made by BNY, its agents and its counsel, and for all other reasonable expenses set forth in the Indenture, including, without limitation, indemnification of BNY under the Indenture for any and all losses, damages, claims, liabilities, fees, or expenses (including certain taxes and reasonable and documented attorneys' fees and expenses) incurred by it in connection with the administration of the Indenture and/or the performance of its duties thereunder, except to the extent that such loss, damage, claim, liability, fee, or expense is determined in a final non-appealable judgment by a court of competent jurisdiction to be due to BNY's own willful misconduct or gross negligence.

In addition to the amounts specified above, BNY hereby asserts a claim against the Debtor for any and all additional unliquidated amounts which may be owed under the Indenture, whether now due or hereafter arising, under law or in equity, which amounts may presently be unliquidated or contingent, including, without limitation, any premiums, penalties, make-whole obligations, or similar payments that may be due under the Indenture, amounts owed for interest at the rates provided in the Indenture, and other amounts owed as or for expenses, fees, indemnities, optional or mandatory redemptions, compensatory, secondary and/or punitive damages, and amounts due

or coming due for all compensation obligations including, but not limited to, compensation obligations to the Paying Agent, all present or future stamp, court documentary, excise or property taxes, charges or similar levies, and any and all payment obligations or claims relating to or arising from a breach of any covenant set forth in the Indenture.

C. Reservation of Rights

BNY files this Proof of Claim under compulsion of the *Notice of Chapter 11 Bankruptcy Case* [Dkt. No. 23]. In filing this Proof of Claim, BNY does not submit itself or any of its affiliates to the jurisdiction of this Court for any purpose other than the administration of this Proof of Claim.

Pursuant to, *inter alia*, section 7.06(b) of the Indenture and applicable law, BNY, as Trustee, has (a) priority of payment rights, and (b) a charging lien on all money or property held or collected by BNY, including, without limitation, distributions on account of this Proof of Claim, to secure the payment of obligations owed to BNY in its capacity as Trustee. BNY expressly claims and reserves its right to assert such priority of payment and charging lien rights. All distributions on account of this Proof of Claim must be made through (or at the direction of) BNY pursuant to the Indenture and Bankruptcy Rule 3021 so that BNY may exercise its charging lien and priority of payment rights in accordance with the Transaction Documents.

The filing of this Proof of Claim is not, nor shall it be deemed or construed to be: (i) a consent by BNY to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving BNY; (ii) consent by BNY to the treatment of any non-core claims asserted against it as a core claim; (iii) a waiver of any right to the subordination, in favor of BNY, of indebtedness or liens held by other creditors of the Debtor; (iv) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is, or becomes, available; (v) a waiver or release of any rights or claims of BNY or any of its affiliates

against any other entity or person, including Ambipar Luxco, the other Guarantors, or any other person or entity who may be liable for all or any part of the claims set forth herein; (vi) a waiver of the right by BNY to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection or other proceeding commenced with respect thereto, or related proceedings involving BNY; (vii) an election of remedy by BNY, or any of their affiliates that waives or otherwise undermines any other remedy of BNY; (viii) a consent by BNY to a jury trial in this Court in any proceeding as to any and all matters triable herein, or related to the same, whether or not such matters are designated as core proceedings pursuant to 28 U.S.C. § 157, whether or not the same be designated legal public or private rights, and whether or not such right to a jury trial is pursuant to statute or the Constitution of the United States or any State; (ix) a waiver or release of the terms and provisions of the Indenture; (x) an admission that any property held by the Debtor (or any subsidiaries or affiliates thereof) is property of the Debtor's bankruptcy estate; (xi) a waiver of any obligation owed to BNY, or any right to security that may be determined to be held by BNY or for its benefit; or (xii) a waiver or limitation of any procedural or substantive rights, or any procedural or substantive defenses, in respect of any claim that may be asserted against the Claimant.

BNY hereby expressly (a) reserves and does not waive any right or remedy, at law or in equity, including, without limitation, any and all rights of setoff, recoupment or counterclaim, howsoever arising, any right to any security held by or for it, or any right to claim an interest in specific assets or any other rights or causes of action that BNY has, or may have, against the Debtor, Ambipar Luxco, or the Guarantors under the Indenture or any other persons or entities, and expressly reserves all such rights; (b) reserves the right to file additional proofs of claim and to amend or supplement this Proof of Claim in any respect, including without limitation by (1)

asserting claims arising from, or relating to, the avoidance of transfers made to BNY or any other entity, (2) amending, quantifying, or correcting the dollar amount of any part of the claims, (3) adding or including any other entity, including but not limited to any entity that may become a debtor under the Bankruptcy Code, (4) providing additional detail regarding the claims set forth herein, and/or (5) adding or amending categories of payments or liabilities; (c) reserves the right to assert that all or any part of the claim described herein is an administrative expense entitled to priority under the Bankruptcy Code; and (d) reserves its rights to have a jury trial in an appropriate forum. BNY does not waive any rights and preserve their right to seek additional amounts due, including, without limitation, the rights: (1) to amend, modify, or supplement this Proof of Claim at any time, including for the purpose of fixing and liquidating the amount of contingent, unliquidated, and future claims set forth above; (2) to file additional proofs of claim at any time; and (3) to assert any priority, lien, or security interest with respect to any claim or any of the Debtor's assets. This Proof of Claim is in addition to, and not in lieu of, any other proof of claim that may be filed by BNY or any of its affiliates against the Debtor.

D. Judgments

No judgment has been rendered on the Proof of Claim or the matters set forth herein.

E. Headings

Section headings used herein are for convenience only and are not to affect the construction of, or be taken into consideration in interpreting, this Proof of Claim.

Creditor: (13108147) The Bank of New York Mellon Global Corporate Trust 240 Greenwich Street Floor 7 New York, NY 10286	**Claim No: 2** *Original Filed Date*: 02/03/2026 *Original Entered Date*: 02/03/2026	*Status:* *Filed by:* CR *Entered by:* 4 BrendaLacy *Modified:*

No amounts claimed

History:

Details	2-1	02/03/2026	Claim #2 filed by The Bank of New York Mellon, Amount claimed: (BrendaLacy, 4)

Description: (2-1) Amount Undetermined

Remarks: