**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?**

Wilmington Savings Fund Society, FSB, as Successor Indenture Trustee
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) |
|---|---|
| Wilmington Savings Fund Society, FSB - Patrick J. Healy<br>Name | Name |
| 500 Delaware Avenue<br>Number Street | Number Street |
| Wilmington DE 19801<br>City State ZIP Code | City State ZIP Code |
| Contact phone (302) 888-7420 | Contact phone |
| Contact email PHealy@wsfsbank.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) 2 Filed on 02/03/2026 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? The Bank of New York Mellon


2590524260311000000000001

**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 03/04/2026
MM / DD / YYYY



Signature

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

Name: Patrick (First name) J. (Middle name) Healy (Last name)

Title: Senior Vice President, Managing Director and Head of Global Capital Markets

Company: Wilmington Savings Fund Society, FSB
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 500 Delaware Avenue
Number Street

Wilmington (City) DE (State) 19801 (ZIP Code)

Contact phone: (302) 888-7420 Email: PHealy@wsfsbank.com

**Addendum to Proof of Claim of Wilmington Savings Fund Society, FSB,**
**as Successor Trustee for the 9.875% Green Notes due 2031**

Wilmington Savings Fund Society, FSB ("WSFS"), in its capacity as Successor 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.à 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 the Bank of New York Mellon ("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.

WSFS 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:

Wilmington Savings Fund Society, FSB
Attention: Patrick J. Healy
500 Delaware Avenue
Wilmington, DE 19801
Email: PHealy@wsfsbank.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 WSFS 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:

ArentFox Schiff LLP
1717 K Street NW
Washington, DC 20006
Attention: Jonathan Bagg, Jeffrey Gleit
Email: jonathan.bagg@afslaw.com
Email: jeffrey.gleit@afslaw.com

**B. Notice of Appointment of Successor Trustee**

Pursuant to Section 7.07 of the Indenture, holders of a majority in aggregate principal amount outstanding of 2031 Notes issued an instrument of removal, appointment and acceptance to BNY on February 2, 2026, to remove BNY as the Trustee, Registrar, Transfer Agent and Paying Agent under the Indenture and appoint WSFS as successor Trustee, Registrar, Transfer Agent and Paying Agent. Furthermore, pursuant to Section 7.07 of the Indenture, the removal of BNY and appointment of WSFS became effective 30 days thereafter, on March 4, 2026. Also on February 2, 2026, WSFS delivered an Acceptance of Successor Trusteeship confirming its eligibility to serve Trustee for the 2031 Notes and accepting its appointment thereunder, which is annexed hereto as Exhibit A.

Prior to WSFS's appointment as Successor Trustee, BNY, in its capacity as Indenture Trustee, filed a proof of claim against the Debtor on February 3, 2026, as Claim 2 and filed an amended proof of claim against the Debtor on February 18, 2026 (collectively, the "BNY Proof of Claim"). WSFS, in its capacity as Successor Trustee, hereby files this Proof of Claim to amend the BNY Proof of Claim.

**C. Basis for Claim**

Pursuant to the Indenture, Ambipar Luxco issued 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 indebted to the Indenture Trustee and, following the removal of BNY and appointment of WSFS, is now indebted to WSFS as Successor Trustee 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 WSFS 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 WSFS for all amounts due or to become due to BNY or WSFS 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 WSFS, its agents and its counsel, and for all other reasonable expenses set forth in the Indenture, including, without limitation, indemnification of WSFS 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 WSFS's own willful misconduct or gross negligence.

In addition to the amounts specified above, WSFS 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.

**D. Reservation of Rights**

WSFS files this Proof of Claim under compulsion of the *Notice of Chapter 11 Bankruptcy Case* [Dkt. No. 23]. In filing this Proof of Claim, WSFS 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, WSFS, as Successor Trustee, has (a) priority of payment rights, and (b) a charging lien on all money or property held or collected by WSFS, including, without limitation, distributions on account of this Proof of Claim, to secure the payment of obligations owed to WSFS in its capacity as Successor Trustee. WSFS 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) WSFS pursuant to the Indenture and Bankruptcy Rule 3021 so that WSFS 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 WSFS to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving WSFS; (ii) consent by WSFS 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 WSFS, 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 WSFS 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 WSFS 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 WSFS; (vii) an election of remedy by WSFS, or any of their affiliates that waives or

otherwise undermines any other remedy of WSFS; (viii) a consent by WSFS 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 WSFS, or any right to security that may be determined to be held by WSFS 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.

WSFS 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 WSFS 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 WSFS 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. WSFS 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 hereby amends the BNY Proof of Claim. This Proof of Claim is in addition to, and not in lieu of, any other proof of claim that may be filed by WSFS or any of its affiliates against the Debtor.

**E. Judgments**

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

**F. 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.

**Exhibit A**

**ACCEPTANCE OF SUCCESSOR TRUSTEESHIP**
**9.875% NOTES DUE 2031**

Wilmington Savings Fund Society, FSB, a federal savings bank organized and existing under the laws of the United States of America (the "**Successor Trustee**"), hereby represents and warrants to (i) Ambipar Lux S.à r.l. (the "**Issuer**"), as issuer of those certain 9.875% Notes due 2031 (the "**Notes**") issued under that certain Indenture between the Issuer, The Bank of New York Mellon, as Trustee (the "**Outgoing Trustee**"), Registrar, Transfer Agent, and Paying Agent, dated as of February 6, 2024 (as amended, supplemented, restated, or otherwise modified from time to time, the "**Indenture**") and (ii) the Outgoing Trustee:[1]

- The Successor Trustee is qualified and eligible under the Indenture to act as Trustee for all the Notes issued thereunder; and

- This Instrument has been duly authorized, executed, and delivered on behalf of the Successor Trustee with respect to the Indenture.

Upon the effectiveness of its appointment as successor to the Outgoing Trustee, the Successor Trustee shall be deemed to accept the duties under the Indenture, and thereafter shall be vested with all the rights, powers, trusts, and duties of the Trustee under the Indenture, and the retiring Trustee shall promptly transfer all property held by it as Trustee to the Successor Trustee, subject to the lien provided for under Section 7.06 of the Indenture.

Any corporation or banking association into which the Successor Trustee may be merged or converted or with which it may be consolidated, or any corporation or banking association resulting from any merger, conversion or consolidation to which the Successor Trustee shall be a party, or any corporation or banking association to which all or substantially all of the corporate trustee business of the Successor Trustee may be sold or otherwise transferred, shall be the successor trustee hereunder without any further act.

The Successor Trustee hereby accepts its appointment as Trustee under the Indenture and Registrar, Paying Agent and Transfer Agent under the Indenture. This appointment as Successor Trustee, Registrar, Paying Agent and Transfer Agent shall be effective as of February 2, 2026.

Please contact the undersigned by email at PHealy@wsfsbank.com or by telephone at 302-888-7420 with any questions about this acceptance.

*[Remainder of Page Intentionally Left Blank]*

[1] Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Indenture.

IN WITNESS WHEREOF, the Successor Trustee has caused this Acceptance of Successor Trusteeship to be duly executed as of the day and year first above written.

Wilmington Savings Fund Society, FSB, *as Successor Trustee*



Name: Patrick J. Healy
Title: Senior Vice President

| | | |
|---|---|---|
| *Creditor:* (13199416)<br>Wilmington Savings Fund Society, FSB<br>Attn: Patrick J. Healy<br>500 Delaware Avenue<br>Wilmington, DE 19801 Claimant History | **Claim No: 2**<br>*Original Filed Date*: 02/03/2026<br>*Original Entered Date*: 02/03/2026<br>*Last Amendment Filed*: 03/04/2026<br>*Last Amendment Entered*: 03/04/2026 | *Status:*<br>*Filed by:* CR<br>*Entered by:* Jeffrey Richard Gleit<br>*Modified:* |
| *No amounts claimed* | | |
| *History:*<br>Details 2-1 02/03/2026 Claim #2 filed by The Bank of New York Mellon, Amount claimed: (BrendaLacy, 4)<br>Details 2-2 02/18/2026 Amended Claim #2 filed by The Bank of New York Mellon, Amount claimed: (Harrison, Julie)<br>Details 2-3 03/04/2026 Amended Claim #2 filed by Wilmington Savings Fund Society, FSB, Amount claimed: (Gleit, Jeffrey) | | |
| *Description:* (2-1) Amount Undetermined<br>(2-3) See attached Proof of Claim & Addendum | | |
| *Remarks:* | | |