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?**

Deutsche Bank AG
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)
See Addendum Name	Name
Number Street	Number Street
City State ZIP Code	City State ZIP Code
Contact phone	Contact phone
Contact email	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? _____

25905242602120000000000006

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?** $ Not less than $35,000,000.00 . **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.
   balance outstanding as of the Petition Date on the LuxCo Loan

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 02/11/2026
MM / DD / YYYY

/s/ Dennis C. O'Donnell
Signature

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

Name: Dennis C. O'Donnell
First name Middle name Last name

Title: Partner

Company: DLA Piper LLP (US)
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 1251 Avenue of the Americas
Number Street

New York NY 10020
City State ZIP Code

Contact phone (212) 335-4665 Email dennis.odonnell@dlapiper.com

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

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

ADDENDUM TO PROOF OF
CLAIM OF DEUTSCHE BANK AG

Deutsche Bank AG ("DB" or the "Claimant") submits this proof of claim (together with this addendum, the "Proof of Claim") against Ambipar Emergency Response (the "Debtor"), for amounts outstanding under that certain Loan and Guarantee Agreement dated August 18, 2025 (the "LuxCo Loan Agreement"), as of October 20, 2025. In support of the Proof of Claim, the Claimant states as follows:

A. General Background

1. The Debtor is a subsidiary of Ambipar Participações e Empreendimentos S.A. ("Ambipar Topco," together with its direct and indirect subsidiaries, "Ambipar"). The Debtor is a Cayman Island-domiciled exempted company with limited liability, is a holding company, and has no material operating assets. The Debtor holds equity interests in various United States and non-U.S. subsidiaries through which the "Response" business operates.

2. In February 2024, Ambipar Lux S.A.R.L. ("Ambipar Lux"), a subsidiary of Ambipar, issued so-called Green Bonds in the amount of $750 million, maturing in 2031 ("Green

[1] The last four digits of the Debtor's taxpayer identification number are 0263. The Debtor's address is P.O. Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001, Cayman Islands. The Debtor's service address in this Chapter 11 case is Avenida Angelica, no. 2346, 5th floor, Sao Paulo, SP 01228-200, Brazil

Bonds 2031"). One year later, in February 2025, Ambipar Lux made a second issuance of Green Bonds, this time in the amount of $493 million, maturing in 2033 ("Green Bonds 2033," and, together with the Green Bonds 2031, the "Green Bonds").

3. The Claimant entered into the LuxCo Loan Agreement on or about August 18, 2025, and, in that connection, extended a single loan to Ambipar Lux in the amount of $35 million (the "LuxCo Loan"). The LuxCo Loan is unsecured and bears an interest rate of 12.50% per annum.

4. On October 20, 2025, Ambipar Topco and a substantial majority of their subsidiaries and affiliates—generally domiciled in Brazil and including the Debtor—commenced a *recuperação judicial* (the "RJ Proceeding") in Brazil.

5. On October 20, 2025 (the "Petition Date"), the Debtor filed this chapter 11 case in the United States Bankruptcy Court for the Southern District of Texas.

B. Basis of the Claim

6. The Claimant is a global financial institution headquartered in Germany that provides investment and portfolio management, capital market, and foreign trade financing services.

7. The Claimant is the lender as to the LuxCo Loan, Ambipar Lux is the borrower, and Ambipar Topco and Environmental ESG Participações S.A**.** are the guarantors. The Debtor is neither an obligor nor a guarantor with respect to the Luxco Loan, so no claims against the Debtor in favor of the Claimant currently exist.

8. However, Ambipar sought and obtained in the RJ Proceeding an Order, dated October 30, 2025, granting Ambipar's request for substantive consolidation of all 74 debtors in the RJ Proceeding, which include the Debtor (the "Substantive Consolidation Order"). The

Substantive Consolidation Order is not final and non-appealable, but rather remains *sub judice* in the RJ Proceeding. To the extent that the Substantive Consolidation Order is ever deemed final, non-appealable, and enforceable against the Debtor in the U.S., the Claimant reserves the right to seek to enforce the LuxCo Loan Agreement against the Debtor, and to recover any amounts outstanding thereunder in an amended proof of claim.

9. The Claimant files this Proof of Claim, on a contingent basis in amount that is currently unliquidated, which is not less than $35 million, which represents the principal balance outstanding as of the Petition Date on the LuxCo Loan, and to which must be added accrued interest, attorneys' fees and other costs.

10. The Documentation with respect to the LuxCo Loan Agreement and the LuxCo Loan is too voluminous to have been appended to this Addendum. To the extent necessary, the Claimant will make available all relevant documentation upon request from the Debtor.

C. <u>Reservation of Rights</u>

11. Without limiting the foregoing in any respect, the Claimant reserves the right to amend, update, modify, and/or supplement this Proof of Claim in all respects, including, without limitation, to assert additional amounts of the claims and to assert additional claims of any kind or nature that DB has or may have against the Debtor, including, without limitation, claims for (a) attorneys' fees incurred both before and after the petition date; (b) premiums, costs, expenses, fees, and other charges incurred both before and after the petition date; (c) interest and penalties accrued both before and after the petition date; (d) punitive damages that are not compensation for actual pecuniary losses to the extent permitted by applicable law; (e) damages arising from the rejection of any executory contract or unexpired lease; and (f) all other claims or rights to payment, at law or in equity, in whole or in part.

12. In addition, the filing of this Proof of Claim is not intended to be, and should not be construed as: (a) a statement of all claims of the Claimant or facts supporting the claim; (b) an election or limitation of any remedy by the Claimant; (c) a waiver of any past, present, or future defaults or events of default; (d) a waiver or limitation of any rights which may be available to DB under applicable law; (e) an admission of wrongdoing; (f) a waiver, release, or limitation of any rights, powers, remedies, interests, claims, privileges, benefits, obligations, defenses (procedural and substantive), causes of action, and any other form of relief (in law or equity) in connection with, or related to, the claims asserted or that may be asserted in this Proof of Claim; (g) a consent to the determination of the Debtor's liability to DB by any particular court, including the Bankruptcy Court; (h) a consent to the jurisdiction or venue of any particular court, including the Bankruptcy Court; (i) a consent by the Claimant to trial by jury, or a waiver or release of the Claimant's right to trial by jury, in any court or proceeding as to any and all matters triable herein or in any case, controversy, or proceeding related hereto, under any applicable authority; (j) a waiver of any administrative expense claims, including, without limitation, substantial contribution claims and any rights to compensation for fees and expenses in connection thereto; (k) a waiver of any setoff, contribution, and recoupment rights DB may have with respect to any claims or causes of action asserted, or may be asserted, against DB in any matter; or (l) a waiver or release of any rights against any third party.

13. Without limiting the foregoing and without prejudice to the claims asserted in this Proof of Claim, the Claimant preserves and asserts any and all claims as general unsecured claims to whatever extent the claims are not allowed and paid in full as a claim entitled to (a) priority status, whether under 11 U.S.C. §§ 503 or 507, any order of the Court, or other applicable law; or (b) secured status, whether under 11 U.S.C. § 506, any order of the Court, or other applicable law.

14. The Claimant reserves all rights, remedies, and defenses against all creditors and any and all other persons and entities with respect to any issues related to the claims asserted herein, or may be asserted, in this Proof of Claim and nothing herein shall prejudice, impair or alter in any way the Claimant's rights, remedies, and defenses against any such persons or entities.

15. The Claimant asserts the following additional claims, to the extent that any such claims exist, as to all of which the Claimant expressly reserves all rights, notwithstanding anything contained in this Proof of Claim: (a) the right to estimate any contingent claims; and (b) claims which may be presently in amounts not fully ascertainable but to be later provided if such claims are estimated and/or liquidated.

16. All notices concerning this Proof of Claim should be sent to:

DLA Piper LLP (US)
Dennis O'Donnell
1251 Avenue of the Americas
New York, NY 10020
Telephone: (310) 595-3000
Email: dennis.odonnell@us.dlapiper.com

Creditor: (13196002) Deutsche Bank AG c/o Dennis ODonnell DLA Piper LLP (US) 1251 Avenue of the Americas New York, NY 10020	**Claim No: 5** *Original Filed Date*: 02/11/2026 *Original Entered Date*: 02/11/2026	*Status:* *Filed by:* CR *Entered by:* Dennis O'Donnell *Modified:*
Amount claimed: $35000000.00		

History:

Details	5-1	02/11/2026	Claim #5 filed by Deutsche Bank AG, Amount claimed: $35000000.00 (O'Donnell, Dennis)

Description:

Remarks: