



**CAJA DE
VALORES**

Comunicado N° 12512

Ref.: Oferta de Compra de

ON Suzano International Finance 17/01/2027

Código CVSA: 83320

Código ISIN: USN8438JAB46

Buenos Aires, 4 de septiembre de 2025

Sres. Depositantes

Tenemos el agrado de dirigirnos a Uds. a efectos de hacerles llegar la información que hemos recibido de la Central Depositaria Internacional Euroclear Bank sobre la Oferta de Compra de los títulos de la referencia.

Aquellos depositantes que deseen tomar acción al respecto deberán hacerlo ingresando sus instrucciones a través del Sistema de Custodia dentro del Módulo Eventos Corporativos (submenú Elecciones de EC -CA Elections- para el evento con ID CSD2025000361196), no más del **5 de septiembre de 2025, hasta las 15:00 hs.**, con el fin de que se proceda a enviar a la mencionada Central las instrucciones correspondientes.

Para mayor información se adjunta el reporte recibido de Euroclear Bank (Anexo I), así como información relevante del presente evento (Anexos II y III).

Por favor tenga en cuenta que tales títulos serán bloqueados en una cuenta de Caja de Valores hasta la finalización o cancelación del evento.

Cabe destacar que el costo de cada instrucción presentada es de EUR 3,00 por cada una, a los que se le sumará el traslado de los cargos que Euroclear Bank facture a Caja de Valores S.A. en virtud de las gestiones relacionadas con el presente evento, el cual será de EUR 28,00.

Señalamos que es de exclusiva responsabilidad de los Depositantes y de los tenedores de los títulos tomar o no acción al respecto; razón por la cual las condiciones del presente no podrán interpretarse como recomendaciones o sugerencias de Caja de Valores S.A. para participar en el evento.

Caja de Valores S.A.

25 de Mayo 362, (C1002ABH) Bs. As. Argentina

Tel: (54 11) 4317 8900

www.cajadevalores.com.ar

Agente Depositario Central de Valores Negociables - Agente de Custodia, Registro y Pago, registrado bajo el N°19 de la CNV

F-90822.07



**CAJA DE
VALORES**

Por cualquier duda o consulta podrán comunicarse con el área de Middle Office vía BYMA point:

<https://jira-tecval.atlassian.net/servicedesk/customer/portal/71/group/147/create/903>

Sin otro particular los saludamos atentamente,

Martín Baretta

Director de Operaciones

JLM

Caja de Valores S.A.

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F-90822.07



EasyWay™
CORPORATE ACTIONS

Corporate action details for CA00000000100119 - Repurchase Offer/Issuer Bid/Reverse Rights

Service provider EB - Place of holding EB

General information

Corporate action indicator:	Repurchase Offer/Issuer Bid/Reverse Rights
Corporate action reference:	CA00000000100119
Mandatory/voluntary indicator:	Voluntary CA event
Corporate action processing:	Reorganisation

Main underlying security

ISIN:	USN8438JAB46
Common code:	268153977
Description:	SUZANO INTERNATIONA 5.50000 17/01/27

Financial instrument attributes

Type of financial instrument:	NOTE
Denomination currency:	USD
Maturity date:	17 Jan 2027

Corporate action details

Interest period:	Unknown
Certification:	No
Electronic certification:	NO CERTIFICATION REQUIRED
Paperwork:	NO LEGAL DOCUMENTATION TO BE COMPLETED

Option 001 Cash

Corporate action option status:	Active
Currency:	USD
Default processing flag:	No
Withdrawal allowed:	Yes
Market deadline date:	08 Sep 2025 - 23:00
Response deadline date:	08 Sep 2025 - 17:00
End of Securities Blocking Period:	Payment Date
Revocability period:	02 Sep 2025 - 08 Sep 2025 23:00
Period of action:	02 Sep 2025 - 08 Sep 2025
Account servicer revocability period:	02 Sep 2025 - 08 Sep 2025 17:00
Minimum exercisable quantity:	Face Amount Quantity 2,000
Multiple exercisable quantity:	Face Amount Quantity 1,000
Expiry date:	08 Sep 2025 - 18:00

Security movement details

Debit/credit indicator:	Debit
ISIN:	USN8438JAB46
Common code:	268153977
Description:	SUZANO INTERNATIONA 5.50000 17/01/27
Minimum exercisable quantity:	Face Amount Quantity 2,000
Minimum exercisable multiple quantity:	Face Amount Quantity 1,000
Payment date:	11 Sep 2025

Cash movement details

Debit/credit indicator:	Credit
Payment date:	11 Sep 2025
Value date:	11 Sep 2025
Generic cash price received per product:	Unknown
Additional information:	NARC/001 TO TENDER AND RECEIVE TENDER CONSIDERATION + ACCRUED INTEREST

Option 002 No Action

Corporate action option status:	Active
Default processing flag:	Yes
Market deadline date:	08 Sep 2025 - 23:00
Response deadline date:	08 Sep 2025 - 17:00
Period of action:	02 Sep 2025 - 08 Sep 2025
Minimum exercisable quantity:	Face Amount Quantity 2,000
Multiple exercisable quantity:	Face Amount Quantity 1,000
Expiry date:	08 Sep 2025 - 18:00

Action to take

TO INSTRUCT, YOU NEED TO:
YOU ARE SOLELY RESPONSIBLE TO DETERMINE WHETHER TO SEND ONE INSTRUCTION PER BO OR NOT. WE CANNOT PROVIDE ANY GUIDANCE ON THIS REQUIREMENT

WE WILL FORWARD BUT NOT VALIDATE ANY INSTRUCTION RECEIVED REGARDLESS IF YOU INSTRUCTED AT BENEFICIAL OWNER OR NOT

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ELECTRONIC INSTRUCTIONS:

1. FREE FORMAT MT 599/MT 568 USERS: YOUR DEADLINE IS 10:00 (BRUSSELS TIME) ON THE BUSINESS DAY BEFORE THE DEADLINE DATE.

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2. EASYWAY USERS:

A. TO TENDER AND RECEIVE TENDER CONSIDERATION, CHOOSE OPTION 001

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- MENTION IN FIELD 'NARRATIVE TO SERVICE PROVIDER': YOUR CONTACT NAME AND PHONE NUMBER PRECEDED BY 'INX CONTACT DETAILS'

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3. EUCLID USERS:

A. TO TENDER AND RECEIVE TENDER CONSIDERATION, SEND AN INSTRUCTION TYPE '54' WITH SUBTYPE 'CASH'

B. TO TAKE NO ACTION, SEND AN INSTRUCTION TYPE '54' SUBTYPE 'NOAC'. MENTION THE EVENT NUMBER IN FIELD 72 AS FOLLOWS: 'EVNB CA00000XXXXXX' (WHERE XXXXXX IS THE EVENT NUMBER)

ALWAYS MENTION IN FIELD:

- 72: YOUR CONTACT NAME AND PHONE NUMBER PRECEDED BY 'INX CONTACT DETAILS'

4. SWIFT MT565 USERS:

A. TO TENDER AND RECEIVE TENDER CONSIDERATION, USE CAON 001 CAOP CASH

ALWAYS MENTION IN FIELD:

- 70E:INST: YOUR CONTACT NAME AND PHONE NUMBER PRECEDED BY 'INX CONTACT DETAILS'

PAPER FORM:

NO LEGAL DOCUMENTATION TO BE COMPLETED

DOCUMENTATION

YOU MAY REQUEST THE CORPORATE ACTION DOCUMENT(S) EITHER VIA E-MAIL OR VIA THE WEBSITE:

A. E-MAIL: SEND AN E-MAIL TO CADOCs(AT)EUROCLEAR.COM. INDICATE IN THE SUBJECT OF YOUR E-MAIL THE FOLLOWING REFERENCE 0099635-221

NOTE: IN THE RARE CASE THAT THE SIZE OF THE CA DOCUMENT EXCEEDS 10 MB, IT WILL NOT BE POSSIBLE TO SEND IT VIA E-MAIL. YOU WILL RECEIVE AN E-MAIL INFORMING YOU THAT THE DOCUMENT WILL BE AVAILABLE ONLY VIA THE WEBSITE

B. THE EUROCLEAR WEBSITE (MY.EUROCLEAR.COM): TO ACCESS THE DOCUMENTATION, LOG IN OR GO THROUGH TO MYEUROCLEAR AS A GUEST. YOU CAN DOWNLOAD THE DOCUMENT(S) BY ENTERING THE CORPORATE ACTION NOTIFICATION NUMBER 0099635 IN THE SEARCH BOX ON MY.EUROCLEAR.COM MY APPS CORPORATE ACTIONS

REVOCABILITY

INSTRUCTIONS MAY BE WITHDRAWN PURSUANT TO THE OFFER DOCUMENTATION AND UPON AGENTS FINAL AGREEMENT

FREE TEXT LIMITATIONS APPLICABLE IN THE FOLLOWING FIELDS (IF REQUIRED):

- 4 X 35 CHARACTERS IN FIELD: 88D
- 10 X 35 CHARACTERS IN FIELDS 72, 70E:INST, 80B, 95V:OWND

WE WILL FORWARD BUT NOT VALIDATE ANY OF THE INFORMATION IN THESE FIELDS.

NOTE:

PLEASE REFER TO THE CORPORATE ACTIONS FAQ SECTION ON MY.EUROCLEAR.COM FOR MORE INFORMATION WITH REGARDS TO THE APPLICABLE PROCESS TO CANCEL AND REPLACE YOUR INSTRUCTION

Corporate action narrative

Party contact description:

CORPORATE ACTIONS CA INFO 4245

Offeror:

SUZANO INTERNATIONAL FINANCE

General information:

INFORMATION SOURCE: INFORMATION AGENT:
D.F. KING AND CO., INC
EMAIL: SUZANO(AT)DFKING.COM
OFFER WEBSITE: WWW.DFKING.COM/SUZANO
28 LIBERTY STREET, 53RD FLOOR NEW YORK NEW YORK 10005 UNITED STATES
BANKS AND BROKERS CALL: +1 (212) 269-5550
ALL OTHERS CALL TOLL FREE (U.S. ONLY): +1 (800) 207-3159

GENERAL INFORMATION

THE OFFERORS ARE MAKING THE OFFERS TO RETIRE AND CANCEL THE NOTES PURCHASED IN THE OFFERS AND REPAY THE OUTSTANDING INDEBTEDNESS EVIDENCED THEREBY

1. TENDER AND CONSENT: NOT APPLICABLE

2. CONDITIONS AND RESTRICTIONS: CERTAIN RESTRICTIONS MAY APPLY.

THE OFFER IS SUBJECT TO, AMONG OTHER THINGS, THE FINANCING CONDITION.

REFER TO THE OFFER DOCUMENTATION FOR THE COMPLETE CONDITIONS AND RESTRICTIONS OF THIS OFFER

TIMETABLE

- PRICE DETERMINATION DATE: 14:00 NEW YORK CITY TIME, ON 08/09/2025, UNLESS EXTENDED WITH RESPECT TO ANY OFFER BY THE APPLICABLE OFFEROR IN ITS SOLE DISCRETION
- SETTLEMENT DATE: PROMPTLY AFTER THE ACCEPTANCE BY THE APPLICABLE OFFEROR FOR PURCHASE OF THE NOTES VALIDLY TENDERED PRIOR TO THE EXPIRATION DATE, UPON SATISFACTION OF EACH AND ALL OF THE CONDITIONS SET FORTH IN THIS OFFER TO PURCHASE. THE OFFERORS EXPECT THAT THE SETTLEMENT DATE WILL BE THE THIRD BUSINESS DAY FOLLOWING THE EXPIRATION DATE, WHICH WILL BE 11/09/2025, UNLESS THE EXPIRATION DATE IS EXTENDED WITH RESPECT TO ANY OFFER BY THE APPLICABLE OFFEROR IN ITS SOLE DISCRETION.

ENTITLEMENT

1. PURCHASE PRICE:

- TENDER CONSIDERATION:

THE TENDER CONSIDERATION PAYABLE FOR EACH SERIES OF NOTES

ACCEPTED FOR PURCHASE WILL BE A PRICE PER USD 1,000 PRINCIPAL AMOUNT OF SUCH SERIES OF NOTES, THAT WOULD REFLECT, AS OF THE APPLICABLE SETTLEMENT DATE, A YIELD TO THE MATURITY DATE, FOR A SERIES OF NOTES EQUAL TO THE SUM OF THE FIXED SPREAD SET IN THE DOCUMENTATION PLUS THE APPLICABLE REFERENCE YIELD
PLEASE REFER TO THE DOCUMENTATION FOR MORE DETAILS

2. ACCRUED AND UNPAID INTEREST: ACCRUED AND UNPAID INTEREST WILL BE PAID UP TO, BUT NOT INCLUDING, THE APPLICABLE SETTLEMENT DATE.

3. MINIMUM AGGREGATE ACCEPTANCE AMOUNT: THE TENDER OFFER IS NOT CONDITIONAL ON A MINIMUM AGGREGATE AMOUNT OF SECURITIES BEING TENDERED.

4. TENDER CAP: NO TENDER CAP HAS BEEN SET

5. PRORATION: NOT APPLICABLE

6. POOLFACTOR: NOT APPLICABLE

This corporate action notification does not constitute an offer to sell or the solicitation of an offer to buy any securities by anyone in any jurisdiction.

It is not, and should not be construed or treated as, investment or financial advice. In providing this information, Euroclear Bank is not acting as agent of the issuer.

By sending an instruction to Euroclear Bank, you confirm that you (and any beneficial owner(s) for whom you act) comply with the terms and conditions of the corporate event and comply with applicable local laws or requirements, including but not limited To holding and transfer restrictions.

If holding and transfer restrictions would prohibit you (and any beneficial owner(s) for whom you act) to hold the proceeds of a corporate event in your account in Euroclear Bank, you (and any beneficial owner(s) for whom you act) must ensure to send an instruction to allow the transfer of these proceeds to an account outside the euroclear system.

Issuer:

5493000KMIB6J1KMKL84

OFFER TO PURCHASE



**SUZANO INTERNATIONAL
FINANCE B.V.**

*(incorporated with limited liability
in the Netherlands)*

a wholly owned subsidiary of Suzano S.A.

AND

**SUZANO AUSTRIA
GMBH**

*(incorporated with limited liability
in Austria)*

a wholly owned subsidiary of Suzano S.A.

OFFER TO PURCHASE FOR CASH

ANY AND ALL

OF THE OUTSTANDING NOTES OF ITS RESPECTIVE FOLLOWING SERIES

5.750% Guaranteed Notes due 2026

issued by Suzano Austria GmbH and guaranteed by Suzano S.A.

(CUSIP Nos.: 05674XAA9/A9890AAA8 / ISINs: US05674XAA90/USA9890AAA81)

5.500% Guaranteed Notes due 2027

issued by Suzano International Finance B.V. and guaranteed by Suzano S.A.

(CUSIP No.: N8438JAB4/ ISIN: USN8438JAB46)

THE OFFERS (AS DEFINED HEREIN) WILL EXPIRE AT 5:00 P.M. (NEW YORK CITY TIME) ON SEPTEMBER 8, 2025 (SUCH TIME AND DATE WITH RESPECT TO ANY OFFER, AS THE SAME MAY BE EXTENDED IN EACH OF THE APPLICABLE OFFEROR'S SOLE DISCRETION, THE "EXPIRATION DATE"). TO BE ELIGIBLE TO RECEIVE THE APPLICABLE TENDER CONSIDERATION (AS DEFINED HEREIN), HOLDERS (AS DEFINED HEREIN) OF THE NOTES (AS DEFINED HEREIN) MUST VALIDLY TENDER AND NOT VALIDLY WITHDRAW THEIR NOTES ON OR PRIOR TO THE EXPIRATION DATE, OR DELIVER A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY (AS DEFINED HEREIN) AND OTHER REQUIRED DOCUMENTS PURSUANT TO THE GUARANTEED DELIVERY PROCEDURES, ON OR PRIOR TO THE EXPIRATION DATE AND TENDER THEIR NOTES ON OR PRIOR TO THE GUARANTEED DELIVERY DATE (AS DEFINED HEREIN). VALIDLY TENDERED NOTES MAY BE WITHDRAWN IN ACCORDANCE WITH THE TERMS OF THE OFFERS AT ANY TIME ON OR PRIOR TO 5:00 P.M. (NEW YORK CITY TIME) ON SEPTEMBER 8, 2025, EXCEPT AS DESCRIBED HEREIN OR AS REQUIRED BY APPLICABLE LAW (SUCH TIME AND DATE WITH RESPECT TO ANY OFFER, AS THE SAME MAY BE EXTENDED IN EACH OF THE OFFEROR'S SOLE DISCRETION, THE "WITHDRAWAL DATE").

Each of Suzano International Finance B.V. ("*Suzano International Finance*") and Suzano Austria GmbH ("*Suzano Austria*") and, together with Suzano International, "we," or "us"), both wholly owned subsidiaries of Suzano S.A. ("*Suzano*" or "*Guarantor*"), hereby offers to purchase for cash any and all of the outstanding notes of the following series: (1) 5.750% Guaranteed Notes due 2026 (the "*2026 Notes*") issued by Suzano Austria and guaranteed by Suzano (the "*2026 Notes Offer*"), and (2) 5.500% Guaranteed Notes due 2027 (the "*2027 Notes*" and, together with the 2026 Notes, the "*Notes*" and, each, a "*series of Notes*") issued by Suzano International Finance and guaranteed by Suzano (the "*2027 Notes Offer*" and, together with the 2026 Notes Offer, the "*Offers*" and, each, an "*Offer*"), in each case upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, this "*Offer to Purchase*") for the consideration displayed below and

described herein and in the accompanying notice of guaranteed delivery attached as Annex 1 hereto (as it may be amended or supplemented from time to time, the “**Notice of Guaranteed Delivery**”). As used in this Offer to Purchase, the term “**Offers**” may refer to any or all of the Offers, and the term “Offeror” may refer to the applicable Offeror, in each case, as the circumstances may require.

The Offers are not contingent upon the tender of any minimum principal amount of Notes. However, each Offeror’s obligation to purchase Notes in the Offers is subject to the satisfaction or waiver by us of a number of conditions, including the pricing of and receipt of proceeds from an offering of debt securities (the “**New Notes**”) of Suzano Netherlands B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) and a wholly owned finance subsidiary of Suzano (“**Suzano Netherlands**”), denominated in U.S. Dollars, on terms reasonably satisfactory to us, in our sole discretion and subject to applicable law (the “**Debt Financing Transaction**”), generating net proceeds in an amount that is sufficient to effect the repurchase of the Notes validly tendered and accepted for purchase pursuant to the Offers, including the payment of any premiums, Accrued Interest and costs and expenses incurred in connection therewith (the “**Financing Condition**”). For more details, see “Description of the Offers—Conditions of the Offers.”

Holders whose Notes are accepted for purchase pursuant to the Offer applicable to such Notes will be paid accrued and unpaid interest on the Notes (“**Accrued Interest**”) up to, but excluding, the Settlement Date (as defined herein). For the avoidance of doubt, Accrued Interest will not be paid for any periods following the Settlement Date in respect of any Notes accepted and purchased in the applicable Offer. Accrued Interest on the Notes tendered using the Guaranteed Delivery Procedures (as defined herein) will cease to accrue on the Settlement Date (as defined herein).

Suzano International Finance and Suzano Austria are together referred to herein as the “Offerors,” “us,” “we” or “our.”

EACH OFFER IS A SEPARATE OFFER, AND EACH OFFER MAY BE INDIVIDUALLY AMENDED, EXTENDED OR TERMINATED.

THE OFFERS ARE SUBJECT TO THE SATISFACTION (OR WAIVER BY THE APPLICABLE OFFEROR) OF CERTAIN CONDITIONS, INCLUDING THE FINANCING CONDITION (AS DEFINED HEREIN), AS SET FORTH IN THIS OFFER TO PURCHASE UNDER THE CAPTION “CONDITIONS OF THE OFFERS.”

Title of Security	Issuer	Security Identifiers	Principal Amount Outstanding	Reference U.S. Treasury Security	Fixed Spread ⁽¹⁾
5.750% Guaranteed Notes due 2026	Suzano Austria GmbH	CUSIP Nos.: 05674XAA9/A9890AAA8 ISINs: US05674XAA90/USA9890AAA81	US\$16,581,000	4.50% due July 15, 2026	+50 bps
5.500% Guaranteed Notes due 2027	Suzano International Finance B.V.	CUSIP No: N8438JAB4 ISIN: USN8438JAB46	US\$700,000,000	4.00% due January 15, 2027	+50 bps

- (1) The applicable Tender Consideration (as defined below) payable for each series of Notes accepted for purchase will be a price per US\$1,000 principal amount of such series of Notes, as described on Schedule A of this Offer to Purchase, that would reflect, as of the applicable Settlement Date (as defined below), a yield to the maturity date, for a series of Notes equal to the sum of the Fixed Spread set forth in the table above plus the applicable Reference Yield (as defined below), calculated in accordance with standard market practice, based on the bid-side price of the applicable Reference U.S. Treasury Security set forth in the table above (as applicable to each series of Notes, the “Reference Security”), as quoted on the Bloomberg Bond Trader FIT4 with respect to such Reference Security at 2:00 p.m., New York City time, on September 8, 2025 for the Offers.

The Dealer Managers for the Offers are:

**BofA
Securities**

**Credit
Agricole CIB**

HSBC

J.P. Morgan

MUFG

**UBS
Investment
Bank**

The date of this Offer to Purchase is September 2, 2025.

Holders should take note of the following dates in connection with the Offers:

Date	Calendar Date	Event
Commencement of the Offers.....	September 2, 2025.	Commencement of the Offers.
Price Determination Date	2:00 p.m., New York City time, on September 8, 2025, unless extended with respect to any Offer by the applicable Offeror in its sole discretion (the “Price Determination Date”).	The date for determining the applicable Tender Consideration with respect to the Notes
Withdrawal Date.....	5:00 p.m. (New York City time) on September 8, 2025, unless extended with respect to any Offer by the applicable Offeror in its sole discretion (the “Withdrawal Date”).	Tendered Notes may be validly withdrawn from the Offers at any time (i) at or prior to the earlier of (x) the Withdrawal Date and (y) in the event that the Offers are extended, the tenth Business Day after commencement of the Offers, and (ii) after the 60th Business Day after commencement of the Offers if for any reason the Offers have not been consummated within 60 Business Days after commencement. A valid withdrawal of Notes on or prior to the Withdrawal Date will result in the Holder of such Notes not being eligible to receive the applicable Tender Consideration, unless such Notes are subsequently validly retendered and accepted.
Expiration Date.....	5:00 p.m. (New York City time) on September 8, 2025, unless extended with respect to any Offer by the applicable Offeror in its sole discretion (the “Expiration Date”).	The last day and time for Holders to tender Notes pursuant to the Offers in order to be eligible to receive the applicable Tender Consideration and Accrued Interest. Also, the last day and time for Holders of Notes to comply with the Guaranteed Delivery Procedures.
Guaranteed Delivery Date	5:00 p.m. (New York City time) on the second Business Day following the Expiration Date, expected to be on September 10, 2025, unless the Expiration Date is extended with respect to any Offer by the applicable Offeror in its sole discretion (the “Guaranteed Delivery Date”).	The last day and time for Holders to deliver Notes tendered pursuant to the Guaranteed Delivery Procedures.
Settlement Date	Promptly after the acceptance by the applicable Offeror for purchase of the Notes validly tendered prior to the Expiration Date, upon	The date on which payment of the applicable Tender Consideration and Accrued Interest will occur for all the accepted Notes that are

Date	Calendar Date	Event
	satisfaction (or waiver by the applicable Offeror) of each and all of the conditions set forth in this Offer to Purchase (the “Settlement Date”).	validly tendered prior to the Expiration Date, other than Notes tendered using the Guaranteed Delivery Procedures.
	The Offerors expect that the Settlement Date will be the third Business Day following the Expiration Date, which will be September 11, 2025, unless the Expiration Date is extended with respect to any Offer by the applicable Offeror in its sole discretion.	
Guaranteed Delivery Settlement Date	The Offerors expect that the Guaranteed Delivery Settlement Date will be within three Business Days following the Expiration Date, which will be September 11, 2025, unless the Expiration Date is extended with respect to any Offer by the applicable Offeror in its sole discretion (the “Guaranteed Delivery Settlement Date”).	The date on which payment of the applicable Tender Consideration and Accrued Interest will occur for all the accepted Notes that are validly tendered prior to the Expiration Date using the Guaranteed Delivery Procedures.

The above dates and times relating to the Offers are indicative only and are subject to change. See “Description of the Offers—Expiration Date; Extensions; Amendments; Termination.”

Holders are advised to check with the broker, dealer, bank, custodian, trust company, or other nominee through which they hold their Notes as to the deadlines by which such intermediary would require receipt of instructions from Holders to participate in the Offers in accordance with the terms and conditions of the Offers as described in this Offer to Purchase in order to meet the deadlines set out above. The deadlines set by The Depository Trust Company (“*DTC*”) or any such intermediary for the submission of tenders of Notes may be earlier than the relevant deadlines specified in this Offer to Purchase.

We may, in our sole discretion, subject to market conditions, issue New Notes through our wholly owned finance subsidiary Suzano Netherlands on terms and conditions satisfactory to such offeror at any time on or prior to the Settlement Date in the Debt Financing Transaction. Allocations in such concurrent Debt Financing Transaction will be determined by us and the underwriters for such offering based on a number of different factors, which may include such investor’s participation in the Offers.

Notwithstanding any other provision of the Offers, each Offeror’s obligation to accept for purchase and to pay for Notes validly tendered and not validly withdrawn pursuant to the Offers is subject to, and conditioned upon, the satisfaction or waiver of the Financing Condition and the General Conditions (as defined below in “Description of the Offers—Conditions of the Offers”).

IMPORTANT INFORMATION REGARDING THE OFFERS

This Offer to Purchase and the Notice of Guaranteed Delivery contain important information, and you should read these documents in their entirety before you make any decision with respect to the Offers.

Tendered Notes may be validly withdrawn at any time (i) at or prior to the earlier of (x) the Withdrawal Date (5:00 p.m. (New York City time) on September 8, 2025) or (y) in the event that the Offers are extended, the tenth Business Day after commencement of the Offers, and (ii) after the 60th Business Day after commencement of the Offers if for any reason the Offers have not been consummated within 60 Business Days after commencement. If any Offer is terminated or otherwise not completed, we will promptly return all tendered Notes to the tendering Holders thereof.

The applicable “Tender Consideration” payable for each series of Notes accepted for purchase pursuant to the applicable Offer will be a price per US\$1,000 principal amount of such series of Notes as described on Schedule A of this Offer to Purchase, that would reflect, as of the applicable Settlement Date, a yield to the applicable maturity date for a series of Notes equal to the sum of:

- the applicable fixed spread for such series of Notes set forth in the table on the cover of this Offer to Purchase (the “Fixed Spread”), *plus*
- the applicable yield-to-maturity (the “Reference Yield”), calculated in accordance with standard market practice, based on the bid-side price of the applicable Reference U.S. Treasury Security for such series of Notes set forth in the table on the cover of this Offer to Purchase (as applicable to each series of Notes, the “Reference Security”), as quoted on the Bloomberg Bond Trader FIT4 (with respect to each Reference Security, the “Reference Page”) at 2:00 p.m., New York City time, on September 8, 2025 for the Offers (such time and date, as the same may be extended, the “Price Determination Date”).

The sum of the Fixed Spread and the Reference Yield is referred to in this Offer to Purchase as the “Repurchase Yield.” Specifically, the Tender Consideration offered per US\$1,000 principal amount of each series of Notes validly tendered and not validly withdrawn and accepted for purchase will equal:

- the present value per US\$1,000 principal amount of all remaining payments of principal and interest to the maturity date on such series of Notes, discounted to the applicable Settlement Date at a discount rate equal to the applicable Repurchase Yield, *minus*
- Accrued Interest from, and including, the last interest payment date to, but not including, the applicable Settlement Date per US\$1,000 principal amount of such series of Notes,
- all in accordance with Schedule A.

Subject to the terms and conditions described in this Offer to Purchase, Holders that validly tender their Notes pursuant to the Offers on or prior to the Expiration Date and do not validly withdraw their Notes on or prior to the Withdrawal Date, and whose Notes are accepted for purchase, will receive the applicable Tender Consideration for each US\$1,000 principal amount of Notes validly tendered on or prior to the Expiration Date and not validly withdrawn on or prior to the Withdrawal Date and accepted for purchase pursuant to the Offers.

In addition to the Tender Consideration, as applicable, all Holders whose Notes are accepted for purchase pursuant to the Offers will be paid Accrued Interest, from, and including, the applicable last interest payment date up to, but not including, the applicable Settlement Date payable on such date. For the avoidance of doubt, we will not pay Accrued Interest for any periods following the applicable Settlement Date in respect of any Notes purchased in the applicable Offer.

Because the consideration applicable to the Offers is based on a fixed spread pricing formula linked to the yield on the applicable Reference Security, the actual amount of consideration that may be received by a

tendering Holder pursuant to the Offers will be affected by changes in such yield during the term of the Offers prior to the Price Determination Date. After the Price Determination Date, when the consideration applicable to the Offers is no longer linked to the yield on the applicable Reference Security, the actual amount of cash that may be received by a tendering Holder pursuant to the Offers will be known, and Holders will be able to ascertain the Tender Consideration, as applicable, that would be received by all tendering Holders whose Notes are accepted for purchase pursuant to such Offers in the manner described above. Therefore, Holders who validly tendered their Notes pursuant to the Offers may not be able to validly withdraw their tendered Notes by the time the actual amount of cash that may be received by such tendering Holder will be known due to limitations or earlier deadlines imposed by any broker, dealer, commercial bank, trust company or other nominee or intermediary through which they hold Notes.

If either of the Offerors determines, in its sole discretion, to extend any Offer beyond the Expiration Date, such offer will have a new Settlement Date with respect to Notes validly tendered on or prior to the Expiration Date. During any extension of an Offer, all Notes previously tendered and not accepted for purchase pursuant to such Offer will remain subject to such Offer and may, subject to the terms and conditions of such Offer, be accepted for purchase by us.

Our obligation to accept for purchase and pay for Notes validly tendered pursuant to the Offers is subject to the satisfaction or waiver of a number of conditions as further described herein, including but not limited to the Financing Condition. See “Description of the Offers— Conditions of the Offers.”

No Offer is conditioned on any minimum amount of Notes being tendered or the consummation of any other Offer. Each Offer may be amended, extended or terminated individually.

We intend, subject to market conditions, to also exercise our right to redeem any Notes not purchased in any Offer and that remain outstanding after the Expiration Date pursuant to, as applicable (i) the indenture, dated as of July 14, 2016, among Suzano Austria (formerly BAHIA SUL Holdings GmbH), as issuer, Suzano Papel e Celulose S.A. (now Suzano), as guarantor, and The Bank of New York Mellon (as successor to Deutsche Bank Trust Company Americas) as trustee (the “*Trustee*”) (the “*2026 Notes Indenture*”) or (ii) the indenture, dated as of April 1, 2019, among Suzano International Finance (as successor to Fibria Overseas Finance Ltd.), as issuer, Suzano (as successor to Fibria Celulose S.A.), as guarantor, and the Trustee (the “*2027 Notes Indenture*” and, together with the 2026 Notes Indenture, the “*Indentures*”).

Alternatively, from time to time after each of the Expiration Date or termination of any Offer, we may acquire any Notes that are not purchased pursuant to such Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemptions or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to any Offer and could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will choose to pursue in the future. Any future purchases of Notes may be on the same terms or on terms that are more or less favorable to Holders than the terms of the Offers. Any future purchases by us will depend on various factors existing at that time. Although we may redeem the Notes that are not tendered and accepted in the Offers, we are not required to do so, and there can be no assurance we will do so. No statement in this Offer to Purchase shall constitute a notice of redemption under the Indentures. Any such notice, if made, will only be made in accordance with the provisions of the applicable Indenture.

Each Offeror expressly reserves the right, subject to applicable law, to (1) terminate one (or more) of its Offers prior to the Expiration Dates and not accept for payment any Notes not theretofore accepted for payment pursuant to the Offers for any reason, (2) waive any or all of the conditions set forth in this Offer to Purchase, (3) extend the Withdrawal Date, Expiration Date or Settlement Date applicable to its Offers and (4) otherwise amend the terms of one (or more) of its Offers in any respect. The foregoing rights are in addition to the right to delay acceptance for payment of Notes validly tendered pursuant to the Offers or the payment of Notes accepted for payment pursuant to the Offers in order to comply with any applicable law, subject to Rule 14e-1(c) under the U.S. Securities Exchange

Act of 1934, as amended (the “*Exchange Act*”), which requires that we pay the consideration offered or return the Notes deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of the Offers, as applicable.

See “Risk Factors” and “Certain Tax Consequences” for a discussion of certain Austrian, Dutch, Brazilian and U.S. federal income tax considerations that should be considered in evaluating the Offers.

No dealer, salesperson or other person is authorized to give any information or to make any representations with respect to the matters described in this Offer to Purchase other than information or representations contained in this Offer to Purchase and, if given or made, such information or representation must not be relied upon as having been authorized by us, the Dealer Managers, the Trustee or the Information and Tender Agent (as defined herein).

NONE OF THE OFFERORS, THE GUARANTOR, THE DEALER MANAGERS, THE TRUSTEE OR THE INFORMATION AND TENDER AGENT IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER NOTES IN RESPONSE TO THE OFFERS. EACH HOLDER MUST MAKE ITS OWN DECISION AS TO WHETHER TO TENDER NOTES AND, IF SO, AS TO THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

THIS OFFER TO PURCHASE AND THE RELATED DOCUMENTS DO NOT CONSTITUTE AN OFFER TO BUY OR THE SOLICITATION OF AN OFFER TO SELL NOTES IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. IN THOSE JURISDICTIONS WHERE THE SECURITIES, BLUE SKY OR OTHER LAWS REQUIRE AN OFFER TO BE MADE BY A LICENSED BROKER OR DEALER, SUCH OFFER SHALL BE DEEMED TO BE MADE ON BEHALF OF US BY THE DEALER MANAGERS OR ONE OR MORE REGISTERED BROKERS OR DEALERS LICENSED UNDER THE LAWS OF SUCH JURISDICTION. NEITHER THE DELIVERY OF THIS OFFER TO PURCHASE NOR ANY PURCHASE OF NOTES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY INFERENCE THAT THERE HAS BEEN NO CHANGE IN OUR AFFAIRS SINCE THE DATE HEREOF, OR THAT THE INFORMATION INCLUDED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THEREOF, RESPECTIVELY.

THIS OFFER TO PURCHASE HAS NOT BEEN FILED WITH OR REVIEWED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAS ANY SUCH COMMISSION OR AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFER TO PURCHASE OR ANY OF THE ACCOMPANYING ANCILLARY DOCUMENTS DELIVERED HERewith. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE.

THE OFFERS HAVE NOT BEEN, AND WILL NOT BE, REGISTERED WITH THE BRAZILIAN SECURITIES COMMISSION (*COMISSÃO DE VALORES MOBILIÁRIOS*). THE OFFERS MAY NOT BE MADE IN BRAZIL, EXCEPT IN CIRCUMSTANCES THAT DO NOT CONSTITUTE A PUBLIC OFFERING OR UNAUTHORIZED DISTRIBUTION UNDER BRAZILIAN LAWS AND REGULATIONS. DOCUMENTS RELATING TO THE OFFERS, AS WELL AS INFORMATION CONTAINED HEREIN AND THEREIN, MAY NOT BE SUPPLIED TO THE PUBLIC IN BRAZIL, NOR BE USED IN CONNECTION WITH ANY PUBLIC OFFER FOR PURCHASE OR SALE TO THE PUBLIC IN BRAZIL.

NONE OF THE DEALER MANAGERS, THE INFORMATION AND TENDER AGENT NOR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES OR AFFILIATES ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONCERNING THE OFFERS OR THE OFFERORS CONTAINED IN THIS OFFER TO PURCHASE OR FOR ANY FAILURE BY THE OFFERORS TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

Each Holder is solely responsible for making its own independent appraisal of all matters as such Holder deems appropriate (including those relating to the Offers and the Offerors) and each Holder must make its own decision as to whether accept the Offers or not. None of the Offerors, the Guarantor, the Trustee, the Information and

Tender Agent, the Dealer Managers or any of their respective affiliates, directors, officers, agents, attorneys or employees makes any recommendation as to whether Holders should tender, or refrain from tendering all or any portion of the principal amount of their Notes, and none of them has been authorized or has authorized any person to make any such recommendation. Holders must make their own decisions with regard to tendering Notes.

Holders should consult their own tax, accounting, financial and legal advisors regarding the suitability to themselves of the tax or accounting consequences of participating in the Offers. None of the Offerors, the Guarantor, the Trustee, the Information and Tender Agent, the Dealer Managers or any of their respective affiliates, directors, officers, agents, attorneys or employees has made or will make any assessment of the merits of the Offers or of the impact of the Offers on the interests of Holders either as a class or as individuals. Holders are liable for their own taxes and have no recourse to the Offerors, the Trustee, the Information and Tender Agent, the Dealer Managers or any of their respective affiliates, directors, officers, agents, attorneys or employees with respect to taxes arising in connection with the Offers.

Questions about the Offers may be directed to BofA Securities, Inc., Credit Agricole Securities (USA) Inc., J.P. Morgan Securities LLC, HSBC Securities (USA) Inc., MUFG Securities Americas Inc., and UBS Securities LLC, which are serving as dealer managers in connection with the Offers (the “**Dealer Managers**”), at their addresses and telephone numbers set forth on the back cover of this Offer to Purchase.

Questions regarding the procedures for tendering Notes and requests for additional copies of this Offer to Purchase, the Notice of Guaranteed Delivery, any of the accompanying ancillary documents by reference may be directed to D.F. King & Co., Inc., the Information and Tender Agent with respect to the Offers (in such respective capacities, the “**Tender Agent**” and the “**Information Agent**” and together, the “**Information and Tender Agent**”), at its address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase or the Notice of Guaranteed Delivery may be directed to your broker, dealer, commercial bank or trust company.

Notwithstanding any other provision of the Offer to Purchase, our obligation to accept for purchase, and to pay the applicable Tender Consideration (as defined herein) for the Notes of a particular series validly tendered pursuant to the Offers is subject to, and conditioned upon, the satisfaction or, where applicable, our waiver of the conditions set forth in this Offer to Purchase. Each Offeror reserves the right, in its sole discretion, to waive any one or more of the conditions at any time. See “Description of the Offers—Conditions of the Offers.”

Each of the Notes is represented by one or more global certificates registered in the name of Cede & Co., the nominee of DTC. DTC is the only registered holder of the Notes. DTC facilitates the clearance and settlement of securities transactions through electronic book-entry changes in accounts of DTC participants. DTC participants include securities brokers and dealers, banks, trust companies, clearing corporations and other organizations.

Unless the context otherwise requires, all references in this Offer to Purchase to a “**Holder**” or “**Holder of the Notes**” include:

1. each person who is shown in the records of DTC as a Holder of the Notes (also referred to as “**Direct Participants**” and each, a “**Direct Participant**”);
2. any broker, dealer, commercial bank, trust company or other nominee or custodian who holds Notes; and
3. each beneficial owner of Notes holding such Notes, directly or indirectly, in accounts in the name of a Direct Participant acting on the beneficial owner’s behalf,

except that for the purposes of any payment to a Holder pursuant to an Offer of the applicable Tender Consideration and applicable Accrued Interest, to the extent the beneficial owner of the relevant Notes is not a Direct Participant, such payment will only be made by DTC to the relevant Direct Participant. The payment of the applicable Tender Consideration and applicable Accrued Interest by or on behalf of the Offerors to DTC will satisfy the obligations of the Offerors in respect of the payment for the Notes purchased in the Offers.

If a Holder decides to tender Notes pursuant to an Offer, the Holder must arrange for a Direct Participant to electronically transmit an electronic agent's message (an "*Agent's Message*") through DTC's Automated Tender Offer Program ("*ATOP*"), for which the transaction will be eligible.

There is no letter of transmittal for the Offers.

Holders are advised to check with any broker, dealer, commercial bank, trust company or other nominee or intermediary through which they hold Notes when such nominee or intermediary would require to receive instructions from a Holder in order for that Holder to be able to participate in, or (in the limited circumstances in which withdrawals are permitted) withdraw their instruction to participate in, the Offers before the deadlines specified in this Offer to Purchase. The deadlines set by any such nominee or intermediary and DTC will be earlier than the relevant deadlines specified in this Offer to Purchase.

We will make announcements with respect to the Offers by providing a press release to be distributed through DTC for communication to persons who are shown in the records of DTC as Holders of the Notes. Announcements with respect to the Offers may also be obtained upon request from the Information and Tender Agent, through the contact information on the back cover of this Offer to Purchase. Announcements with respect to the Offers will also be made available at www.dfking.com/suzano. Significant delays may be experienced where notices are delivered to DTC and beneficial owners of Notes are urged to contact the Information and Tender Agent for the relevant announcements during the course of the Offers. In addition, beneficial owners may contact the Dealer Managers for information using the contact details on the back cover of this Offer to Purchase.

Since only registered holders of Notes may tender Notes, beneficial owners of Notes must instruct the broker, dealer, commercial bank, trust company or other nominee that holds Notes on their behalf to tender Notes on such beneficial owners' behalf. Beneficial owners of Notes are advised to check with any bank, securities broker or other intermediary through which they hold Notes when such intermediary would need to receive instructions from a beneficial owner of Notes in order for that beneficial owner to be able to participate in, or withdraw their instruction to participate in, the Offers by the deadlines specified in this Offer to Purchase.

Tendering Holders of Notes purchased in the Offers will not be required to pay brokerage fees or commissions to the Dealer Managers, the Information and Tender Agent, the Trustee or us or to pay transfer taxes (except as indicated under "Description of the Offers—Transfer Taxes") with respect to the purchase of their Notes. However, beneficial owners of Notes that are held through a broker, dealer, commercial bank or other nominee may be charged a fee by such nominee for tendering Notes on such beneficial owners' behalf. We will pay all other charges and expenses in connection with the Offers.

This Offer to Purchase and the Notice of Guaranteed Delivery contains important information that Holders are urged to read before any decision is made with respect to the Offers.

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SUMMARY

We are providing this summary for your convenience. It highlights certain material information in this Offer to Purchase, but does not describe all of the details of the Offers to the same extent described elsewhere in this Offer to Purchase. The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Offer to Purchase and the accompanying ancillary documents. You are urged to read this Offer to Purchase and the accompanying ancillary documents in their entirety because they contain the full details of the Offers.

The Issuer of the 2027 Notes	Suzano International Finance B.V., an private company with limited liability (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) incorporated under the laws of the Netherlands.
The Issuer of the 2026 Notes	Suzano Austria GmbH, a <i>Gesellschaft mit beschränkter Haftung</i> (limited liability company) organized under the laws of the Republic of Austria.
The 2026 Notes	The 5.750% Guaranteed Notes due 2026 issued by Suzano Austria and guaranteed by Suzano under the 2026 Notes Indenture. As of September 2, 2025, the aggregate principal amount of the 2026 Notes outstanding is US\$ 516,581,000.
The 2027 Notes	The 5.500% Guaranteed Notes due 2027 issued by Suzano International Finance and guaranteed by Suzano under the 2027 Notes Indenture. As of September 2, 2025, the aggregate principal amount of the 2027 Notes outstanding is US\$700,000,000.00.
The Offerors	Suzano International Finance and Suzano Austria.
The Offers.....	Each of Suzano International Finance and Suzano Austria is offering to purchase for cash any and all of its outstanding Notes, upon the terms and subject to the conditions set forth in this Offer to Purchase for the consideration described herein.
Launch Date	September 2, 2025.
Price Determination Date	2:00 p.m. (New York City time) on September 8, 2025, unless extended with respect to any Offer by the Offerors in their sole discretion.
Withdrawal Date.....	Tendered Notes may be validly withdrawn at any time (i) at or prior to the earlier of (x) the Withdrawal Date (5:00 p.m. (New York City time) on September 8, 2025) or (y) in the event that the Offers are extended, the tenth Business Day after commencement of the Offers, and (ii) after the 60th Business Day after commencement of the Offers if for any reason the Offers have not been consummated within 60 Business Days after commencement.
Expiration Date.....	5:00 p.m. (New York City time) on September 8, 2025, unless extended with respect to any Offer by the Offerors in their sole discretion.
Guaranteed Delivery Date	5:00 p.m. (New York City time) on the second Business Day following the Expiration Date, such Guaranteed Delivery Date expected to be on September 10, 2025, unless the Expiration Date is extended with respect to any Offer by the applicable Offeror in its sole discretion.
Guaranteed Delivery Settlement Date	The Offerors expect that the Guaranteed Delivery Settlement Date will be within three Business Days following the Expiration Date, which will be September 11, 2025, unless the Expiration Date with respect to any Offer is extended by the applicable Offeror in its sole discretion.

Settlement Date	Promptly after the acceptance by the applicable Offeror for purchase of the Notes validly tendered prior to the Expiration Date (except for Notes tendered using the Guaranteed Delivery Procedures), upon satisfaction (or waiver by the applicable Offeror) of each and all of the conditions set forth in this Offer to Purchase. The Offerors expect that the Settlement Date will be the third Business Day following the Expiration Date, which will be September 11, 2025, unless the Expiration Date is extended with respect to any Offer by the applicable Offeror in its sole discretion.
Business Day	Any day, other than Saturday, Sunday or a federal holiday in the United States, consisting of the time period from 12:00 a.m. (New York City time) through 11:59 p.m. (New York City time).
Tender Consideration	The Tender Consideration for each US\$1,000 principal amount of each applicable series of Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Offers will be determined in the manner described in this Offer to Purchase by reference to the applicable Fixed Spread for such Notes set forth in the table on the cover of this Offer to Purchase plus the yield to maturity of the applicable Reference Security based on the bid-side price of the applicable Reference Security set forth in the table on the cover of this Offer to Purchase as quoted on the applicable Reference Page on the Price Determination Date. The formula for determining the Tender Consideration is set forth on Schedule A.
Accrued Interest	<p>Holders whose Notes are accepted for purchase in an Offer will receive accrued and unpaid interest from, and including, the last interest payment date to, but not including, the Settlement Date, payable on the Settlement Date.</p> <p>For the avoidance of doubt, Accrued Interest on Notes tendered using the Guaranteed Delivery Procedures will cease to accrue on the Settlement Date.</p>
Conditions of the Offers	<p>Each Offerors' obligation to accept for purchase and pay for the validly tendered Notes that have not been validly withdrawn is subject to, and conditioned upon, satisfaction or waiver of the Financing Condition and the General Conditions. See "Description of the Offers—Conditions of the Offers."</p> <p>The Offers are not conditioned on any minimum amount of the Notes being tendered. Subject to applicable law, we expressly reserve the right, in our sole discretion, to terminate the Offers if the conditions are not satisfied. If the Offers are terminated at any time, the Notes tendered will be promptly returned to the tendering Holders without compensation or cost to such Holders and will remain outstanding.</p>
Guaranteed Delivery.....	If any Holder wishes to tender its Notes, but (1) such Holder cannot comply with the procedures under ATOP or (2) such Holder cannot deliver the other required documents to the Information and Tender Agent at or prior to the Expiration Date, then such Holder may effect a tender of its Notes using the Guaranteed Delivery Procedures. See "Description of the Offers—Procedures for Tendering Notes—Guaranteed Delivery Procedures."
Withdrawal Rights.....	Notes may be validly withdrawn from the Offers at any time (i) at or prior to the earlier of (x) the Withdrawal Date and (y) in the event that the Offers are extended, the tenth Business Day after commencement of the Offers, and (ii) after the 60th Business Day after commencement of the Offers if for any

reason the Offers have not been consummated within 60 Business Days after commencement

A valid withdrawal of Notes will result in the Holder not being eligible to receive the applicable Tender Consideration or any Accrued Interest. Notes tendered after the Withdrawal Date may not be validly withdrawn or revoked, except as required by applicable law. A valid withdrawal of tendered Notes on or prior to the Withdrawal Date shall be deemed a valid revocation of the tender of the applicable Notes. In the event of a termination of an Offer, the Notes tendered pursuant to such Offer will be promptly returned to the tendering Holders or credited to the Holder's account without further compensation of any sort.

Procedures for Tendering Notes For a Holder to validly tender Notes pursuant to the Offers, an Agent's Message and any other required documents must be received by the Information and Tender Agent at its address set forth on the back cover of this Offer to Purchase at or prior to the Expiration Date or the Guaranteed Delivery Date pursuant to the Guaranteed Delivery Procedures. See "Description of the Offers—Procedures for Tendering Notes."

There is no separate letter of transmittal in connection with this Offer to Purchase.

Any Holder desiring to tender Notes pursuant to the Offers should contact its custodian if such beneficial owner desires to tender Notes. Only registered Holders of Notes are entitled to tender Notes. Any Holder who holds Notes through Clearstream Banking, *société anonyme*, Luxembourg ("**Clearstream, Luxembourg**") or Euroclear Bank S.A./N.V. ("**Euroclear**") must also comply with the applicable procedures of Clearstream, Luxembourg or Euroclear, as applicable, in connection with a tender of Notes. Both Clearstream, Luxembourg and Euroclear are indirect participants in the DTC system. See "Description of the Offers—Procedures for Tendering Notes."

See "Description of the Offers—Procedures for Tendering Notes—Representations, Warranties and Undertakings" for a discussion of the items that all Holders who tender Notes in any Offer will be deemed to have represented, warranted and agreed.

Certain Tax Consequences For a discussion of certain Austrian, Dutch, Brazilian and U.S. federal income tax considerations that should be considered in evaluating the Offers, see "Certain Tax Consequences."

Source of Funds The Offerors expect to pay for the Notes purchased in the Offers with the net proceeds from the Debt Financing Transaction and available cash. See "Source of Funds."

Dealer Managers BofA Securities, Inc., Credit Agricole Securities (USA) Inc., J.P. Morgan Securities LLC, HSBC Securities (USA) Inc., MUFG Securities Americas Inc., and UBS Securities LLC.

Information and Tender Agent D.F. King & Co., Inc.

Additional Documentation; Further Information; Assistance Any questions or requests for assistance concerning the Offers may be directed to the Dealer Managers at its address and telephone numbers set forth on the back cover of this Offer to Purchase. Additionally, requests for

additional copies of this Offer to Purchase may be directed to the Information Agent at its address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for copies of an Indenture may be directed to the Trustee. Beneficial owners may also contact their custodians for assistance concerning the Offers.

INFORMATION ABOUT THE OFFERORS

Suzano International Finance

Suzano International Finance is a wholly-owned finance subsidiary of Suzano. Suzano International Finance is a finance company, and its business is to issue debt securities to fund the activities of Suzano and its subsidiaries and affiliates. Suzano International Finance is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands on 29 December 2022 with unlimited duration. The corporate seat (*statutaire zetel*) of Suzano International Finance is in Amsterdam, the Netherlands and its registered office at Spaces Zuidas I, Office 4.10, Barbara Strozziilaan 201, 1083 HN, Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce (*Kamer van Koophandel*) under registration number 88736210.

Suzano Austria

Suzano Austria is a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Republic of Austria, registered under registration number FN 62444 f with the companies' register (*Firmenbuch*) of the Commercial Court of Vienna (*Handelsgericht Wien*), with its corporate seat in Vienna and its principal office at, Jakov-Lind-Straße 13/5, 1020 Vienna, Austria. Suzano Austria is a wholly-owned trading company, with indefinite term of duration, and its corporate purpose is the acquisition, sale and participation of and in other companies as well as the trade in, purchase and sale of, as well as the activity as a commercial agent in relation to, and the transport of, paper and pulp of any kind and quality as well as all other products that originate from wood processing and forest management. Suzano Austria's capital is €36,336.42 and divided into quotas, all held and fully paid in by Suzano.

WHERE YOU CAN FIND MORE INFORMATION

Suzano is a reporting company under Section 13 or Section 15(d) of the Exchange Act, and files periodic reports with the SEC. However, if at any time we cease to be a reporting company under Section 13 or Section 15(d) of the Exchange Act, or are not exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, Suzano will be required to furnish to any holder of a note which is a "restricted security" (within the meaning of Rule 144 under the U.S. Securities Act of 1933, as amended (the "*Securities Act*")), or to any prospective purchaser thereof designated by such a holder, upon the request of such a holder or prospective purchaser, in connection with a transfer or proposed transfer of any such note pursuant to Rule 144A under the Securities Act or otherwise, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Suzano's annual report on Form 20-F for the fiscal year ended December 31, 2024, filed with the SEC on April 28, 2025 (SEC File No. 001-38755) and any future amendments thereto and Suzano's other periodic reports filed with the SEC, including any interim financial reports, are available free of charge from the SEC at its website (<http://www.sec.gov>) or from Suzano's website (<http://www.suzano.com.br/ir>). However, the information on or accessible through EDGAR (including the annual report on Form 20-F referenced above) or Suzano's website is not a part of, or incorporated by reference in, this Offer to Purchase. You may also read and copy any of these documents at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800- SEC-0330 for further information on the operation of the public reference room.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Offer to Purchase contains forward-looking statements, including within the meaning of the Securities Act or the Exchange Act.

Statements that are predictive in nature, that depend upon or refer to future events or conditions or that include words such as “expects,” “anticipates,” “intends,” “plans,” “believes,” “estimates” and similar expressions are forward-looking statements. Although we believe that these forward-looking statements are based upon reasonable assumptions, these statements are subject to several risks, known and unknown, and uncertainties and are made in light of information currently available to us.

Our forward-looking statements are subject to risks and uncertainties, including as a result of the following factors:

- our management and future operation;
- the implementation of our main operational strategies, including our potential participation in acquisitions, joint venture transactions or other investment opportunities;
- general economic, political and business conditions, both in Brazil and in our principal export markets;
- industry trends and the general level of demand for, and change in the market prices of, our products;
- existing and future governmental regulation, including tax, labor, pension and environmental laws and regulations and import tariffs in the United States, in Brazil and in other markets in which we operate or to which we export our products;
- the competitive nature of the industries in which we operate;
- our level of capitalization, including the levels of our indebtedness and overall leverage;
- the cost and availability of financing;
- our compliance with the covenants contained in the instruments governing our indebtedness;
- the implementation of our financing strategy and capital expenditure plans;
- the impact of the ongoing wars in Ukraine and in the Middle East, the ongoing economic sanctions imposed on Russia and their impact on the global economy, and tensions between China and Taiwan and the global security concerns and market volatility which are highly uncertain and difficult to predict;
- changes in global market conditions, impacting demand and pricing stability, including uncertainties related to global trade as a result of the imposition of tariffs by the United States in current administration;
- inflation and fluctuations in currency exchange rates, including the Brazilian real and the U.S. dollar;
- legal and administrative proceedings to which we are or may become a party;
- the volatility of the prices of the raw materials we sell or purchase to use in our business;
- our ability to comply with our ESG targets and commitments;
- the implementation of new technologies to mitigate operational risks;
- other statements included in this annual report that are not historical; and

- other factors or trends affecting our financial condition or results of operations, including those factors described under “Risk Factors” in our annual report on Form 20-F for the year ended December 31, 2024.

Because they involve risks and uncertainties, forward-looking statements are not guarantees of future performance, and our actual results or other developments may differ materially from the expectations expressed in the forward-looking statements. With respect to forward-looking statements that relate to future financial results and other projections, actual results will be different due to the inherent uncertainty of estimates, forecasts and projections. Because of these uncertainties, you should not rely on these forward-looking statements.

Forward-looking statements speak only as of the date they are made, and we do not undertake any obligation to update them in light of new information or future developments or to release publicly any revisions to these statements in order to reflect later events or circumstances or to reflect the occurrence of unanticipated events. In light of such limitations, you should not make any decision on the basis of the forward-looking statements contained herein.

RISK FACTORS

In deciding whether to participate in the Offers, each Holder should consider carefully, in addition to the other information contained in this Offer to Purchase, the following:

Risks Related to the Offers

Limited Trading Market

To the extent that Notes are tendered and accepted in the Offers, the trading market for the Notes may become more limited. A bid for securities with a smaller outstanding aggregate principal amount available for trading (a smaller “float”) may be lower than a bid for a comparable security with a greater float. Therefore, the market price for Notes not tendered or tendered but not purchased may be affected adversely to the extent that the amount of Notes purchased pursuant to the Offers reduces the float. The reduced float may also tend to make the trading price more volatile. Holders of unpurchased Notes may attempt to obtain quotations for the Notes from their brokers; however, there can be no assurance that an active trading market will exist for the Notes following the Offers. The extent of the public market for the Notes following the consummation of the Offers would depend upon, among other things, the number of Holders remaining, the outstanding aggregate principal amount of Notes at such time and the interest in maintaining a market in the Notes on the part of securities firms and other factors. See “— Treatment of Notes not Tendered in the Offers: Other Actions Affecting Notes.”

Consideration for the Notes May Not Reflect Their Fair Value

The consideration offered to purchase the Notes does not reflect any independent valuation of the Notes and does not take into account events or changes in financial markets (including interest rates) after the commencement of the Offers. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration for the Notes. If you tender Notes, you may or may not receive more or as much value than if you chose to keep them.

Treatment of Notes not Tendered in the Offers; Other Actions Affecting Notes

Notes not tendered and purchased in the Offers will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the applicable Indenture, will remain unchanged. No amendments to these documents are being sought.

Whether or not the Offers are consummated, we or our affiliates may from time to time following the expiration of the Offers take any of the following actions:

- acquire Notes, other than pursuant to the Offers, through open-market purchases, privately negotiated transactions, other tender offers, exchange offers or otherwise, upon such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to the Offers and could be for cash or other consideration;
- redeem the Notes pursuant to the terms thereof; or
- effect a defeasance of the Notes if the issuer, among other things, irrevocably deposits funds or certain governmental securities in trust, in accordance with the terms of the indenture, sufficient to pay the principal of and interest on the outstanding Notes to maturity and subject to certain other conditions.

The effect of any of these actions may directly or indirectly affect the price of any Notes that remain outstanding after the consummation of the Offers.

Holders are Responsible for Complying with the Procedures of the Offers

Holders of Notes are responsible for complying with all of the procedures for tendering Notes for purchase. If the instructions are not strictly complied with, the Agent’s Message or Notice of Guaranteed Delivery may be rejected. None of the Offerors, the Guarantor, the Dealer Managers, the Trustee, the Information Agent or the Tender

Agent assumes any responsibility for informing any Holder of Notes of irregularities with respect to such Holder's participation in the Offers.

One or More of the Offers May be Amended or Terminated

Subject to applicable law and limitations described elsewhere in this Offer to Purchase, we may, in our sole discretion, extend, amend, waive any condition of or, upon failure of any condition described herein to be satisfied or waived, terminate any or all of the Offers at any time at or prior to the applicable Expiration Date. We also reserve the right, in our sole discretion, subject to applicable law, to terminate any of the Offers at any time at or prior to the Expiration Date.

DESCRIPTION OF THE OFFERS

This Offer to Purchase contains important information, and you should read it carefully in its entirety before you make any decision with respect to the Offers.

General

Each of Suzano International Finance and Suzano Austria is offering to purchase for cash any and all of its outstanding Notes for the consideration described in this Offer to Purchase and upon the terms and subject to the conditions set forth in this Offer to Purchase and in the Notice of Guaranteed Delivery.

Purpose of the Offers

The Offerors are making the Offers to retire and cancel the Notes purchased in the Offers and repay the outstanding indebtedness evidenced thereby.

Source of Funds

The Offerors expect to obtain the funds required to consummate the Offers from the net proceeds of the Debt Financing Transaction and available cash. See “—Conditions of the Offers.”

Tender Consideration

The applicable consideration payable for each series of Notes accepted for purchase pursuant to the applicable Offer will be a price per US\$1,000 principal amount of such series of Notes, calculated in accordance with standard market practice, as described on Schedule A of this Offer to Purchase, that would reflect, as of the applicable Settlement Date, a yield to the applicable maturity date, in accordance with standard market practice, for a series of Notes equal to the sum of:

- the applicable Fixed Spread for such series of Notes set forth in the table on the cover of this Offer to Purchase, *plus*
- the applicable Reference Yield, calculated in accordance with standard market practice, based on the bid-side price of the applicable Reference Security for such series of Notes set forth in the table on the cover of this Offer to Purchase as quoted on the applicable Reference Page at 2:00 p.m., New York City time, on the Price Determination Date.

The sum of the Fixed Spread and the Reference Yield is referred to in this Offer to Purchase as the “Repurchase Yield.” Specifically, the Tender Consideration offered per US\$1,000 principal amount of each series of Notes validly tendered and not validly withdrawn and accepted for purchase will equal:

- the present value per US\$1,000 principal amount of all remaining payments of principal and interest to the maturity date, on such series of Notes, discounted to the applicable Settlement Date, at a discount rate equal to the applicable Repurchase Yield, *minus*
- Accrued Interest from, and including, the last interest payment date to, but not including, the applicable Settlement Date per US\$1,000 principal amount of such series of Notes;
- all in accordance with the formula set forth on Schedule A hereto.

Subject to the terms and conditions described in this Offer to Purchase, Holders that (i) validly tender their Notes pursuant to the Offers on or prior to the Expiration Date or (ii) deliver a properly completed and duly executed Notice of Guaranteed Delivery and do not validly withdraw their Notes on or prior to the Withdrawal Date, and whose Notes are accepted for purchase, will receive the applicable Tender Consideration for each US\$1,000 principal amount of Notes validly tendered on or prior to the Expiration Date and not validly withdrawn on or prior to the Withdrawal Date and accepted for purchase pursuant to the Offers.

Because the consideration applicable to the Offers is based on a fixed spread pricing formula linked to the yield on the applicable Reference Security, the actual amount of consideration that may be received by a tendering Holder pursuant to the Offers will be affected by changes in such yield during the term of the Offers prior to the Price Determination Date. After the Price Determination Date, when the consideration applicable to the Offers is no longer linked to the yield on the applicable Reference Security, the actual amount of cash that may be received by a tendering Holder pursuant to the Offers will be known, and Holders will be able to ascertain the Tender Consideration, as applicable, that would be received by all tendering Holders whose Notes are accepted for purchase pursuant to such Offers in the manner described above. Therefore, Holders who validly tendered their Notes pursuant to the Offers may not be able to validly withdraw their tendered Notes by the time the actual amount of cash that may be received by such tendering Holder will be known due to limitations or earlier deadlines imposed by any broker, dealer, commercial bank, trust company or other nominee or intermediary through which they hold Notes.

In the event of any dispute or controversy regarding the applicable (i) Tender Consideration, (ii) Reference Yield, (iii) Repurchase Yield or (iv) amount of Accrued Interest for Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Offers, the Offeror's determination shall be conclusive and binding, absent manifest error.

Prior to 2:00 p.m., New York City time, on the Price Determination Date, Holders may obtain a hypothetical quote of the yield of the applicable Reference Security (calculated as of a then-recent time) and the resulting hypothetical Tender Consideration, as applicable, by contacting any of the Dealer Managers at their respective telephone numbers set forth on the back cover of this Offer to Purchase. In addition, as soon as practicable after the Price Determination Date, the Offeror will publicly announce the pricing information by press release.

In addition to the applicable Tender Consideration all Holders whose Notes are accepted for purchase pursuant to the Offers will be paid Accrued Interest, from, and including, the applicable last interest payment date up to, but not including, the applicable Settlement Date payable on such date. For the avoidance of doubt, we will not pay Accrued Interest for any periods following the applicable Settlement Date in respect of any Notes purchased in the applicable Offer.

Settlement Date

For Notes that have been validly tendered on or prior to the Expiration Date (other than through Guaranteed Delivery Procedures) and that are accepted for purchase, settlement will occur on the Settlement Date, subject to all conditions set forth in this Offer to Purchase having been satisfied or, where possible, waived by us. The Settlement Date is expected to be promptly following the Expiration Date. Assuming that the Offers are not extended and all conditions set forth in this Offer to Purchase have been satisfied or, where applicable, waived by us, we expect that the Settlement Date will occur on the third Business Day following the Expiration Date.

For Notes that have been validly tendered on or prior to the Expiration Date pursuant to Guaranteed Delivery Procedures and that are accepted for purchase, settlement will occur on the Guaranteed Delivery Settlement Date, subject to all conditions set forth in this Offer to Purchase having been satisfied or, where possible, waived by us. The Guaranteed Delivery Settlement Date is expected to be promptly following the Expiration Date. Assuming that the Offers are not extended and all conditions of the Offers have been satisfied or, where applicable, waived by us, we expect that the Guaranteed Delivery Settlement Date will occur three Business Days following the Expiration Date.

Holders whose Notes are purchased in the Offers will receive Accrued Interest, payable on the Settlement Date. No tenders of Notes will be valid if submitted after the Expiration Date, or the Guaranteed Delivery Date, if tendered using the Guaranteed Delivery Procedures. In the event of termination of the Offers on or prior to the Expiration Date, or the Guaranteed Delivery Date, if tendered using the Guaranteed Delivery Procedures, the Notes tendered pursuant to the Offers will be promptly returned to the tendering Holders.

The Offerors will calculate the Tender Consideration and the Accrued Interest payable to Holders whose Notes are accepted for purchase. Such calculations will be final and binding on all Holders whose Notes are accepted for purchase, absent manifest error. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Information and Tender Agent or DTC.

The Offerors will announce their acceptance of valid tenders of Notes pursuant to the Offers and the principal amounts of the Notes so accepted as soon as reasonably practicable after each of the Expiration Date and the Guaranteed Delivery Date, if tendered using the Guaranteed Delivery Procedures; subject, in each case, to the satisfaction or waiver of the conditions described in this Offer to Purchase.

Accrued Interest

In addition to the applicable Tender Consideration, Holders whose Notes are accepted for purchase pursuant to the Offer applicable to such Notes will be paid Accrued Interest up to, but excluding, the Settlement Date. For the avoidance of doubt, Accrued Interest will not be paid for any periods following the Settlement Date applicable in respect of any Notes accepted in the Offers. Accrued Interest on purchased Notes tendered using the Guaranteed Delivery Procedures will cease to accrue on the Settlement Date.

Authorized Denominations

The 2026 Notes may be tendered and accepted for payment only in principal amounts equal to US\$200,000 and integral multiples of US\$1,000 in excess thereof and the 2027 Notes may be tendered and accepted for payment only in principal amounts equal to US\$2,000 and integral multiples of US\$1,000 in excess thereof (such minimum denominations, “**Authorized Denominations**”). No alternative, conditional or contingent tenders will be accepted.

Holders who tender less than all their Notes must continue to hold Notes in the applicable Authorized Denominations.

Conditions of the Offers

The Offers are not contingent upon the tender of any minimum principal amount of Notes.

Notwithstanding any other provision of the Offers, with respect to each Offer, no Offeror will be required to accept for purchase and pay for any validly tendered and not validly withdrawn Notes pursuant to any Offer if the Financing Condition and the General Conditions, each as defined below, have not been satisfied with respect to such Notes prior to the Expiration Date:

- on or prior to the Expiration Date, the pricing of an offering of the Debt Financing Transaction (the “**Financing Condition**”); and
- the following shall not have occurred (the “**General Conditions**” and, together with the Financing Condition, the “**Conditions**”):

(1) no action or event shall have occurred or been threatened, no action shall have been taken, and no statute, rule, regulation, judgment, order, stay, decree or injunction shall have been promulgated, enacted, entered, enforced or deemed to be applicable to an Offer by or before any court or governmental regulatory or administrative agency, authority or tribunal, including, without limitation, taxing authorities, that either:

(a) challenges the making of such Offer or might, directly or indirectly, prohibit, prevent, restrict or delay consummation of, or might otherwise adversely affect in any material manner, such Offer or its anticipated benefits to us; or

(b) in our reasonable judgment, could materially adversely affect our business, condition (financial or otherwise), income, operations, properties, assets, liabilities or prospects or materially impair the contemplated benefits to us of such Offer or the delivery of any cash amounts;

(2) nothing has occurred or may occur that would or might, in our reasonable judgment, prohibit, prevent or delay any of the Offers or impair our ability to realize the anticipated benefits of any of the Offers;

(3) there shall not have occurred (a) any general suspension of or limitation on trading in securities on the B3 S.A. – Brasil, Bolsa, Balcão, the São Paulo Stock Exchange, the New York Stock Exchange, the Luxembourg Stock Exchange or in the over-the-counter markets in the United States or Brazil, whether or not mandatory, (b) a material impairment in the general trading market for debt securities, (c) a declaration of a banking moratorium or any

suspension of payments in respect of banks by federal or state authorities in Brazil, the United States or any member state of the European Union, whether or not mandatory, (d) a commencement of a war, armed hostilities, a terrorist act or other national or international calamity directly or indirectly relating to Brazil, the United States or any member state of the European Union, (e) any limitation, whether or not mandatory, by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in Brazil, the United States or any member state of the European Union, (f) any material adverse change in the securities or financial markets in Brazil, the United States or any member state of the European Union generally or (g) in the case of any of the foregoing existing at the time of the commencement of the Offers, a material acceleration or worsening thereof; and

(4) the Trustee shall not have objected in any respect to, or taken any action that could, in our reasonable judgment, adversely affect the consummation of any of the Offers, nor shall the Trustee have taken any action that challenges the validity or effectiveness of the procedures used by us in making the Offers or the delivery of any cash amounts.

The foregoing conditions are for our sole benefit and may be waived by us, in whole or in part, in our absolute discretion with respect to one or more of the Offers. Any determination made by us concerning an event, development or circumstance described or referred to above will be conclusive and binding.

If any of the foregoing conditions are not satisfied, we may, at any time:

- terminate one or more of the Offers and promptly return and/or unblock the tendered Notes subject to the terminated Offer or Offers;
- modify, extend or otherwise amend one or more of the Offers and retain all tendered Notes until the Expiration Date, as extended, subject, however, to the withdrawal rights of Holders; or
- waive the unsatisfied condition or conditions with respect to one or more of the Offers and accept all Notes validly tendered and not previously validly withdrawn that are subject to such Offer or Offers.

In addition, subject to applicable law, we may in our absolute discretion terminate one or more of the Offers for any other reason.

Procedures for Tendering Notes

General

The tender by a Holder of Notes (and subsequent acceptance thereof by us) pursuant to the procedures set forth below will constitute a binding agreement between such Holder and the Offerors in accordance with the terms and subject to the conditions set forth in this Offer to Purchase.

The tender of Notes pursuant to the Offers and in accordance with the procedures described below will constitute a valid tender of such Notes. A defective tender of Notes (which defect is not waived by us) will not constitute valid delivery of the Notes and will not entitle the Holder thereof to payment of the Tender Consideration or Accrued Interest applicable to the Notes. Any beneficial owner whose Notes are registered in the name of a custodian or held through the Book-Entry Transfer Facility and who wishes to tender its Notes should contact such Holder promptly and instruct such Holder to tender its Notes on such beneficial owner's behalf. In no event shall the Holder send any Notes to the Offerors or the Dealer Managers.

There is no letter of transmittal for the Offers.

Tender of Notes Held Through DTC

Within two Business Days after the date of this Offer to Purchase, the Information and Tender Agent will establish accounts with respect to the Notes at DTC for purposes of the related Offers. The Information and Tender Agent and DTC have confirmed that the Offers are eligible for ATOP, whereby a financial institution that is a

participant in DTC's system may tender Notes by making a book-entry delivery of Notes by causing DTC to transfer Notes into an ATOP account.

To effectively tender Notes, DTC participants should transmit their acceptance through ATOP, and DTC will then edit and verify the acceptance and send an Agent's Message to the Information and Tender Agent for its acceptance. The term "***Agent's Message***" means a message, transmitted by DTC to, and received by, the Information and Tender Agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant stating that such participant has accepted the relevant Offer and agrees to be bound by the terms, conditions and provisions of such Offer (if applicable). An Agent's Message and any other required documents must be transmitted through ATOP to, and received by, the Information and Tender Agent before the Expiration Date. Any documents in physical form must be sent to the Information and Tender Agent at one of its addresses set forth on the back cover of this Offer to Purchase. Delivery of the Agent's Message by DTC will satisfy the terms of the Offers in lieu of execution and delivery of a letter of transmittal by the participant identified in the Agent's Message. Accordingly, Holders do not need to complete a letter of transmittal with respect to Notes being tendered.

You are advised to check with any bank, securities broker or other intermediary through which you hold Notes whether such intermediary would require to receive instructions to participate in, or revoke their instruction to participate in, the Offers before the deadlines specified in this Offer to Purchase.

Delivery of such documents to DTC does not constitute delivery to the Information and Tender Agent.

The delivery and surrender of the Notes is not effective, and the risk of loss of any such Notes does not pass to the Information and Tender Agent, until receipt by the Information and Tender Agent of a properly transmitted Agent's Message together with all accompanying evidences of authority and any other required documents in a form satisfactory to the Offerors. The method of delivery of the Notes and all other required documents, including delivery through DTC and acceptance of an Agent's Message transmitted through ATOP, is at the option and risk of the tendering Holder. In all cases, sufficient time should be allowed for such documents to reach the Information and Tender Agent prior to the Expiration Date in order to be eligible to receive the Tender Consideration.

Guaranteed Delivery Procedures

If any Holder desires to tender its Notes pursuant to the Offers, and (1) such Holder cannot comply with the procedures under DTC's ATOP at or prior to the Expiration Date or (2) such Holder cannot deliver the other required documents to the Information and Tender Agent at or prior to the Expiration Date, then such Holder may effect a tender of its Notes pursuant to a guaranteed delivery by complying with the following procedures (the "***Guaranteed Delivery Procedures***"):

- such tender must be made through a firm that is an "eligible guarantor institution," as that term is defined in Rule 17Ad-15 under the Exchange Act (the "***Eligible Institution***");
- at or prior to the Expiration Date, the Information and Tender Agent must receive from the Eligible Institution either (i) a properly completed and duly executed Notice of Guaranteed Delivery, by email, or (ii) a properly transmitted Agent's Message and Notice of Guaranteed Delivery, that in each such case (1) sets forth the name and address of the DTC Direct Participant tendering Notes on behalf of the relevant Holder and the principal amount of Notes being tendered; (2) states that the tender is being made thereby; and (3) guarantees that the Eligible Institution will procure that DTC properly transmits an Agent's Message (together with the related book-entry delivery of the Notes) to the Information and Tender Agent no later than 5:00 p.m. (New York City time) on the Guaranteed Delivery Date; and
- at or prior to 5:00 p.m. (New York City time) on the Guaranteed Delivery Date, the Information and Tender Agent must receive the book-entry delivery of the Notes into the Information and Tender Agent's account at DTC.

Holders who wish to use the guaranteed delivery procedures set forth above may obtain the relevant form of Notice of Guaranteed Delivery by contacting the Information and Tender Agent, which is substantially in the form of Annex 1 to this Offer to Purchase. The Notice of Guaranteed Delivery may be transmitted in accordance with the

usual procedures of DTC; *provided, however*, that if the notice is sent through electronic means, it must state that DTC has received an express acknowledgement from the Holder on whose behalf the notice is given that the Holder has received and agrees to become bound by the form of the notice to DTC. If ATOP procedures are used to give Notice of Guaranteed Delivery, the Direct Participant need not complete and physically deliver the Notice of Guaranteed Delivery; *however*, the Direct Participant will be bound by the terms of the relevant Offer.

Interest will cease to accrue on the Settlement Date for all Notes accepted in the Offers, including those tendered pursuant to the Guaranteed Delivery Procedures.

The Eligible Institution that tenders Notes pursuant to the Guaranteed Delivery Procedures must (i) no later than the Expiration Date, comply with ATOP's procedures applicable to guaranteed delivery, and (ii) no later than 5:00 p.m. (New York City time) the Guaranteed Delivery Date, deliver the Agent's Message, together with confirmation of book-entry transfer of the Notes specified therein, to the Information and Tender Agent as specified above. Failure to do so could result in a financial loss to such Eligible Institution.

If a Holder is tendering Notes through ATOP pursuant to the Guaranteed Delivery Procedures, the Eligible Institution should not complete and deliver the Notice of Guaranteed Delivery, but such Eligible Institution will be bound by the terms of the Offers, including the Notice of Guaranteed Delivery, as if it was executed and delivered by such Eligible Institution. Holders who hold Notes in book-entry form and tender pursuant to the Guaranteed Delivery Procedures should, at or prior to the Guaranteed Delivery Date, only comply with ATOP's procedures applicable to guaranteed delivery.

Notes may be tendered pursuant to the Guaranteed Delivery Procedures only in the applicable Authorized Denominations. No alternative, condition or contingent tenders will be accepted.

Representations, Warranties and Undertakings

By tendering your Notes through DTC and delivering an Agent's Message through ATOP or by delivering a Tender Instruction or by delivering a Notice of Guaranteed Delivery, you will be agreeing with, acknowledging, representing, warranting and undertaking to us, the Information and Tender Agent and the Dealer Managers substantially the following on each of the Expiration Date and the Settlement Date (if you are unable to give these agreements, acknowledgements, representations, warranties and undertakings, you should contact the Dealer Managers or the Information and Tender Agent immediately):

(1) You irrevocably constitute and appoint the Information and Tender Agent as your true and lawful agent and attorney-in-fact (with full knowledge that the Information and Tender Agent also acts as our agent) with respect to such Notes, with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (i) present such Notes and all evidences of transfer and authenticity to, or transfer ownership of, such Notes on the account books maintained by DTC to, or upon the order of, the applicable Offeror, (ii) present such Notes for transfer of ownership on the books of the applicable Offeror, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes, all in accordance with the terms and conditions set forth in this Offer to Purchase.

(2) You understand that tenders of Notes may be withdrawn by written notice of withdrawal received by the Information and Tender Agent at any time prior to the Withdrawal Date. In the event of a termination of the relevant Offer, the Notes tendered pursuant to such Offer will be credited to the account maintained at DTC from which such Notes were delivered.

(3) You understand that tenders of Notes pursuant to any of the procedures described in this Offer to Purchase and, with respect to the Notes, in the Notice of Guaranteed Delivery, and acceptance of such Notes by the applicable Offeror will constitute a binding agreement between you and the applicable Offeror upon the terms and subject to the conditions set forth in this Offer to Purchase. For purposes of the relevant Offer, you understand that validly tendered Notes (or defectively tendered Notes with respect to which the applicable Offeror has or has caused to be waived such defect) will be deemed to have been accepted by the applicable Offeror if, as and when the applicable Offeror gives oral or written notice thereof to the Information and Tender Agent.

(4) You have full power and authority to tender, sell, assign and transfer the Notes tendered and that when such tendered Notes are accepted for purchase and payment by or on behalf of the applicable Offeror, the applicable Offeror will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right and together with all rights attached thereto. You will, upon request, execute and deliver any additional documents deemed by the Information and Tender Agent or by the applicable Offeror to be necessary or desirable to complete the sale, assignment, transfer and cancellation (if any) of the Notes tendered or to evidence such power and authority.

(5) You have received the Offer to Purchase, and have reviewed and accepted the offer and distribution restrictions, terms, conditions, risk factors and other considerations of the relevant Offer, all as described in this Offer to Purchase, and have undertaken an appropriate analysis of the implications of such Offer without reliance on us, the Dealer Managers or the Information and Tender Agent. All authority conferred or agreed to be conferred shall not be affected by, and shall survive, your death or incapacity, and any obligation of you hereunder shall be binding upon your heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns.

(6) You understand that the applicable Offeror will pay or provide for payment of the Tender Consideration and the applicable accrued and unpaid interest from, and including, the last interest payment date for the Notes up to, but not including, the Settlement Date with respect to the Notes accepted for purchase.

(7) You recognize that under certain circumstances set forth in this Offer to Purchase, the Offerors may terminate or amend one or more of the Offers or may postpone the acceptance for payment of, or the payment for, Notes tendered or may not be required to purchase any of the Notes tendered.

(8) You are not a person to whom it is unlawful to make an invitation pursuant to the relevant Offer under applicable securities or blue sky laws and you acknowledge that you must inform yourself about, and observe, any such laws.

(9) You understand that the delivery and surrender of any Notes is not effective, and the risk of loss of the Notes does not pass to the Information and Tender Agent, until receipt by the Information and Tender Agent of an Agent's Message or Tender Instruction properly completed and duly executed, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Offerors. All questions as to form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by the Offerors, in their sole discretion, which determination shall be final and binding.

(10) You request that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name of, and delivered by credit to, the account of DTC who will credit the account of the participant from which such Notes were received.

(11) You have observed (and will observe) the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid (or will pay), to the extent not otherwise payable by us, any issue, transfer or other taxes or requisite payments due from you in each respect in connection with any offer or acceptance, in any jurisdiction, and that you have not taken or omitted to take any action in breach of the representations or which will or may result in the Offerors or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the relevant Offer or tender of Notes in connection therewith.

(12) If the Notes are assets of (i) an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") that is subject to Title I of ERISA, (ii) a "plan" as defined in Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), (iii) a "governmental plan" as defined in Section 3(32) of ERISA or any other plan that is subject to a law substantially similar to Title I of ERISA or Section 4975 of the Code, or (iv) an entity deemed to hold plan assets of any of the foregoing, the tendering of Notes will not result in a nonexempt prohibited transaction under ERISA, Section 4975 of the Code or any substantially similar applicable law.

(13) You have such knowledge and experience in financial and business matters, that you are capable of evaluating the merits and risks of participating in the Offers and that you, and any accounts for which you are acting, are each able to bear the economic risks of your, or their, investment.

(14) You acknowledge that none of the Offerors, the Guarantor, the Dealer Managers, the Information and Tender Agent or the Trustee is making any recommendation as to whether or not you should tender Notes in response to the Offers.

(15) You are outside the Republic of France or, if you are located in the Republic of France, you are a (i) provider of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*) and/or (ii) qualified investor (*investisseur qualifiés*), all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French Code *monétaire et financier*, are eligible to participate in the Offers. Additionally, you acknowledge that the Offer to Purchase has not been and will not be submitted to the clearance procedures (visa) of the *Autorité des marchés financiers*.

(16) You are outside the Republic of Italy or, if you are located in the Republic of Italy, you are an authorized person (such as an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, the *Commissione Nazionale per le Società e la Borsa* (“**CONSOB**”), Regulation No. 16190 of 29 October 2007, as amended from time to time, and Legislative Decree No. 385 of September 1, 1993, as amended) and in compliance with applicable laws and regulations or with requirements imposed by CONSOB or any other Italian authority. Additionally, you acknowledge that (i) the Offers are being carried out in the Republic of Italy as an exempted offer pursuant to article 101-*bis*, paragraph 3-*bis* of the Legislative Decree No. 58 of 24 February 1998, as amended (the “**Financial Services Act**”), article 35-*bis*, paragraph 4 of CONSOB Regulation No. 11971 of 14 May 1999, as amended (the “**Issuers’ Regulation**”) and article 35-*bis*, paragraph 7 of the Issuers’ Regulation and (ii) the Offer to Purchase has not been submitted and will not be submitted to the clearance procedure of CONSOB pursuant to Italian laws and regulations. Furthermore, if you are a financial intermediary, you acknowledge that you must comply with the applicable laws and regulations concerning information duties vis-à-vis your clients in connection with the Notes and the Offer to Purchase.

(17) You are not resident and/or located in the United Kingdom or, if you are resident and/or located in the United Kingdom, you are a person falling within the definition of investment professional (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”) or within Article 43(2) of the Order, or within Article 49(2)(a) to (d) of the Order or to whom this Offer to Purchase may lawfully be communicated in accordance with the Order. Additionally, you acknowledge that the Offer to Purchase and any other documents or materials relating to the Offers have not been and will not be approved, by an authorized person for the purposes of Section 21 of the Financial Services and Markets Act 2000.

(18) You are outside the Kingdom of Belgium or, if you are located in the Kingdom of Belgium, you are a “qualified investor” in the sense of Article 10 of the Belgian Law of 16 June 2006 on the public offer of placement instruments and the admission to trading of placement instruments on regulated markets, acting on their own account, professional or institutional investor referred to in article 3.2 of the Public Decree, acting on behalf of your own account. Additionally, you acknowledge that neither the Offer to Purchase nor any other documents or materials relating to the Offers has been nor will it be submitted for approval or recognition to the Financial Services and Markets Authority (“*Autorite des services et marches financiers/Autoriteit financiële diensten en markten*”).

(19) You are not located or resident in Australia or, if you are located or resident in Australia, you are a professional investor as defined in Section 9 of the Corporations Act 2001 (Cth) (“**Corporations Act**”) or a wholesale client as defined in Section 761 G of the Corporations Act or otherwise a person to whom an offer may be made under Part 6D.2 or Corporations Regulation 7.9.97, each under the Corporations Act. Additionally you acknowledge that the disclosure document (as defined in the Corporations Act) in relation to the Offers has been or will be lodged with the Australian Securities and Investments Commission or any other regulatory authority in Australia and the Offer to Purchase does not comply with Division 5A of Part 7.9 of the Corporations Act.

(20) You are not a resident and/or located in The Netherlands or, if you are a resident and/or located in the Netherlands, you are a legal entity which is a ‘qualified investor’ (as defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are

offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC) in the Netherlands.

Your custodian or nominee, by delivering, or causing to be delivered, the Notes and the completed Agent's Message or Tender Instruction to the Information and Tender Agent is representing and warranting that you, as owner of the Notes, have represented, warranted and agreed to each of the above. If you are unable to give the foregoing representations, warranties and undertakings, you should contact the Dealer Managers or the Information and Tender Agent.

Our acceptance for payment of Notes tendered under the Offers will constitute a binding agreement between you and us upon the terms and conditions of the Offers described in this Offer to Purchase.

Tender of Notes Held Through Clearstream, Luxembourg or Euroclear

Any Holder who holds Notes through Clearstream, Luxembourg or Euroclear must also comply with the applicable procedures of Clearstream, Luxembourg or Euroclear, as applicable, in connection with a tender of Notes and must submit their acceptance in sufficient time for such tenders to be made prior to the Expiration Date. Clearstream, Luxembourg and Euroclear are indirect participants in the DTC system. Holders should note that Clearstream, Luxembourg and Euroclear may require that action be taken a day or more prior to the Expiration Date.

Expiration Date; Extensions; Amendments; Termination

The Expiration Date for the Offers is 5:00 p.m. (New York City time) on September 8, 2025, unless extended with respect to any Offer by the Offerors in their sole discretion, in which case the Expiration Date with respect to such Offer will be such time and date to which the Expiration Date is extended.

The Offerors, in their sole discretion, may amend the terms of one or more of the Offers. In addition, the Offerors, in their sole discretion, may extend the Expiration Date with respect to any Offer for any purpose, including to permit the satisfaction or, where possible, waiver of the conditions of one or more of the Offers. To extend the Expiration Date, the Offerors will notify the Information and Tender Agent and will make a public announcement thereof before 9:00 a.m. (New York City time) on the next Business Day after the previously scheduled Expiration Date. Announcements with respect to the Offers will also be made available at www.dfking.com/suzano. Such announcement will state that the Offerors are extending the relevant term for a specified period.

All references to the Expiration Date in this Offer to Purchase are to the Expiration Date, as it may be extended or terminated. The Offerors expressly reserve the right to extend the Expiration Date with respect to one or more of the Offers.

The Offerors expressly reserve the right, subject to applicable law, to:

- delay accepting the Notes, extend the Expiration Date or, if the conditions set forth in this Offer to Purchase are not satisfied, terminate one or more of the Offers at any time and not accept the Notes; and
- if the conditions of one or more of the Offers are not satisfied, amend or modify at any time, the terms of one or more of the Offers in any respect, including by waiving, where possible, any conditions set forth in this Offer to Purchase.

If the Offerors exercises any such right, the Offerors will give written notice thereof to the Information and Tender Agent and will make a public announcement thereof as promptly as practicable and, in the case of a termination, all Notes tendered pursuant to the terminated Offer and not accepted for payment will be returned promptly to the tendering Holders thereof.

The minimum period during which each Offer will remain open following material changes in the terms of such Offer or in the information concerning the Offer will depend upon the facts and circumstances of such change, including the materiality of the changes. If any of the terms of one or more of the Offers are amended in a manner determined by the Offerors to constitute a material change adversely affecting any Holder, the Offerors will (i) promptly disclose any such amendment in a manner reasonably calculated to inform Holders of such amendment, (ii)

extend the applicable Offer(s) for a period that the Offerors deem appropriate, subject to applicable law, depending upon the significance of the amendment and the manner of disclosure to Holders, if such Offer(s) would otherwise expire during such period, and (iii) extend withdrawal rights for a period that the Offerors deem appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment.

Transfer Taxes

The applicable Offeror will pay all transfer taxes applicable to the purchase and transfer of Notes pursuant to this Offer to Purchase, except that if the payment of the applicable Tender Consideration is being made to, or if Notes that are not tendered or not purchased in an Offer are to be registered or issued in the name of, any person other than the Holder of the Notes or the Direct Participant in whose name the Notes are held on the books of DTC, or if a transfer tax is imposed for any reason other than the purchase of Notes under an Offer, then the amount of any such transfer tax (whether imposed on the Holder or any other person) will be payable by the tendering Holder. If satisfactory evidence of payment of that tax or exemption from payment is not submitted, then the amount of that transfer tax will be deducted from the applicable Tender Consideration otherwise payable to the tendering Holder.

Acceptance of Notes for Purchase; Payment for Notes

Upon the terms and subject to the conditions of the Offers, the applicable Offeror will notify the Information and Tender Agent promptly after the Expiration Date of which Notes are accepted for purchase and payment pursuant to the Offers. For purposes of the Offers, the applicable Offeror will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which the applicable Offeror has waived such defect) if, as and when the applicable Offeror gives oral (promptly confirmed in writing) or written notice thereof to the Information and Tender Agent. With respect to tendered Notes not accepted for purchase and that are to be returned to Holders, such Notes will be credited to the account maintained at DTC promptly following the Expiration Date or termination of the applicable Offer.

Upon the terms and subject to the conditions of the Offers, the applicable Offeror will accept for purchase, and pay or provide for payment for, Notes validly tendered pursuant to the Offers and not validly withdrawn upon the satisfaction or, where possible, waiver of the conditions set forth in this Offer to Purchase. The applicable Offeror will promptly pay or provide for payment for all Notes accepted for purchase. In all cases, payment for Notes accepted for purchase pursuant to the Offers will be made only after confirmation of book-entry transfer thereof. The applicable Offeror will pay or provide for payment for Notes accepted for purchase in the Offers by depositing or arrangement for deposit of such payment in cash with DTC, which will act as agent for the tendering Holders for the purpose of receiving payment for Notes. Upon the terms and subject to the conditions of the Offers, delivery of the applicable Tender Consideration with respect to the purchased Notes will be made on the Settlement Date.

If, for any reason (including if the applicable Offeror chooses to do so in its sole discretion), acceptance for purchase of, or payment or provide for payment for, validly tendered Notes pursuant to the Offers is delayed, or the applicable Offeror is unable to accept for purchase or to pay for validly tendered Notes pursuant to the Offers, then the Information and Tender Agent may, nevertheless, on behalf of the applicable Offeror, retain the tendered Notes (which may not then be withdrawn), without prejudice to the rights of the applicable Offeror as described under “—Expiration Date; Extensions; Amendments; Termination” and “—Conditions of the Offers” and “—Withdrawal of Tenders,” but subject to Rule 14e-1 under the Exchange Act, which requires that an offeror pay the applicable consideration offered or return the Notes tendered promptly after the termination or withdrawal of the Offers.

If any tendered Notes are not accepted for payment for any reason pursuant to the terms and conditions of the Offers, such Notes will be credited to the account maintained at DTC from which they were received promptly following the Expiration Date or termination of the Offer. Holders of Notes tendered and accepted for payment pursuant to the Offers will be entitled to any Accrued Interest on their Notes from, and including, the last interest payment date up to, but excluding, the Settlement Date, which will be payable on the Settlement Date. Under no circumstances will any additional interest be payable because of any delay by DTC in the transmission of funds to the Holders of purchased Notes or otherwise.

The applicable Offeror reserves the right to arrange for alternate settlement mechanisms if we are required to do so for legal reasons.

Withdrawal of Tenders

Tenders of Notes, as applicable, may be validly withdrawn or revoked on or prior to the Withdrawal Date but may not be validly withdrawn or revoked after such time, except as described herein or as required by applicable law. In the event of termination of an Offer, the Notes tendered pursuant to such Offer will be promptly returned to the tendering Holders.

Notes may be validly withdrawn at any time (i) at or prior to the earlier of (x) the Withdrawal Date (5:00 p.m. (New York City time) on September 8, 2025); or (y) in the event that the Offers are extended, the tenth Business Day after commencement of the Offers, and (ii) after the 60th Business Day after commencement of the Offers if for any reason the Offers have not been consummated within 60 Business Days after commencement.

For a withdrawal of tendered Notes held through DTC to be effective, a properly transmitted “Request Message” through ATOP must be received by the Information and Tender Agent prior to the Withdrawal Date, at its address set forth on the back cover of this Offer to Purchase. Any such notice of withdrawal must:

- specify the name of the DTC participant for whose account such Notes were tendered and such DTC participant’s account number at DTC to be credited with the withdrawn Notes;
- contain a description of the Notes to be withdrawn, including the aggregate principal amount represented by such Notes; and
- be submitted through the ATOP system by such DTC participant in the same manner as the DTC participant’s name is listed on the applicable Agent’s Message or be accompanied by evidence satisfactory to us that the person withdrawing the tender has succeeded to the beneficial ownership of the Notes.

If the Notes to be withdrawn have been delivered or otherwise identified to the Information and Tender Agent, notice of withdrawal is effective immediately upon receipt by the Information and Tender Agent of the “Request Message” through ATOP.

Withdrawal of Notes may only be accomplished in accordance with the foregoing procedures.

Any permitted withdrawal of Notes may not be rescinded. Any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offers; *provided, however*, that withdrawn Notes may be re- tendered by again following one of the appropriate procedures described herein at any time prior to the Expiration Date.

This Offer to Purchase does not constitute an offer to sell or the solicitation of an offer to buy the New Notes.

Other Matters

Tendering Holders of Notes purchased in the Offers will not be required to pay brokerage fees or commissions to the Offerors, the Dealer Managers, the Information and Tender Agent or the Trustee or to pay transfer taxes (except as indicated under “—Transfer Taxes”) with respect to the purchase of their Notes. However, beneficial owners of Notes that are held through a broker, dealer, commercial bank or other nominee may be charged a fee by such nominee for tendering Notes on such beneficial owners’ behalf. The Offerors will pay all other charges and expenses in connection with the Offers.

All questions as to the form of documents and validity, eligibility (including time of receipt), acceptance for payment and any withdrawal of tendered Notes will be determined by the applicable Offeror in its sole discretion, and its determination will be final and binding on all Holders. The applicable Offeror reserves the absolute right to reject any or all tenders of Notes that it determines are not in proper form or for which the acceptance for payment or payment may, in the opinion of its counsel, be unlawful. The Offerors also reserve the absolute right, in their sole discretion, subject to applicable law, to waive or amend any of the conditions of the Offers or any defect or irregularity in the tender or withdrawal of Notes of any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders.

The Offerors' interpretation of the terms and conditions of the Offers will be final and binding on all Holders. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Offerors determine, unless waived by the Offerors. Tenders of Notes will not be deemed to have been made until all defects or irregularities have been waived by the Offerors or cured. None of the Offerors, the Guarantor, the Dealer Managers, the Tender and the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

There are no appraisal or other similar statutory rights available to Holders in connection with the Offers.

We and our affiliates expressly reserve the absolute right, in our sole discretion, subject to applicable law and the indenture governing the Notes, from time to time to purchase any Notes that remain outstanding after the Expiration Date through open market purchases or privately negotiated transactions (including, one or more additional tender or exchange offers) or otherwise, on terms that may be more or less favorable to Holders of Notes than the terms of the Offers. Any future purchases or redemptions by us or our affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we or our affiliates will choose to pursue in the future.

CERTAIN TAX CONSEQUENCES

The following discussion summarizes certain Austrian, Dutch, Brazilian and U.S. federal income tax considerations that may be relevant to you with respect to the Offers. This summary is based on laws and regulations now in effect in Brazil, Austria and the Netherlands and laws, regulations, rulings and decisions now in effect in the United States, any of which may change at any time and are subject to differing interpretation. Any change could affect the continued accuracy of this summary. Changes in the Brazilian tax regulations may only apply in relation to the future.

This summary does not describe all of the tax considerations that may be relevant to you or your situation, particularly if you are subject to special tax rules. You should consult your tax advisor about the tax consequences to you with respect to the Offers, including the relevance to your particular situation of the considerations discussed below, as well as of state, local or other tax laws.

Austrian Tax Considerations

This section on taxation contains a brief summary of the Issuer's understanding with regards to certain principles of Austrian tax law which may be of significance in connection with the purchase, holding or sale of the Notes in Austria. This summary does not purport to exhaustively describe all possible Austrian tax aspects and does not deal with specific situations which may be of relevance for certain potential investors. The following comments are rather of a general nature and included herein solely for information purposes. They are not intended to be, nor should they be construed to be, legal or tax advice. This summary is based on the currently applicable tax legislation, case law and regulations of the tax authorities, as well as their respective interpretation, all of which may be amended from time to time. Such amendments may be effected with retroactive effect and may negatively impact on the tax consequences described herein. It is recommended that potential investors in the Notes consult with their legal and tax advisors as to the tax consequences of the purchase, holding or sale of the Notes. Tax risks resulting from the Notes shall in any case be borne by the investor. For the purposes of the following summary, it is assumed that the Notes are legally and factually offered to an indefinite number of persons.

General remarks

Individuals having a domicile (*Wohnsitz*) and/or their habitual abode (*gewöhnlicher Aufenthalt*), both as defined in sec. 26 of the Austrian Federal Fiscal Code (*Bundesabgabenordnung*), in Austria are subject to income tax (*Einkommensteuer*) in Austria on their worldwide income (unlimited income tax liability; *unbeschränkte Einkommensteuerpflicht*). Individuals having neither a domicile nor their habitual abode in Austria are subject to income tax in Austria only on income from certain Austrian sources (limited income tax liability; *beschränkte Einkommensteuerpflicht*).

Corporations having their place of management (*Ort der Geschäftsleitung*) and/or their legal seat (*Sitz*), both as defined in sec. 27 of the Austrian Federal Fiscal Code, in Austria are subject to corporate income tax (*Körperschaftsteuer*) in Austria on their worldwide income (unlimited corporate income tax liability; *unbeschränkte Körperschaftsteuerpflicht*). Corporations having neither their place of management nor their legal seat in Austria are subject to corporate income tax in Austria only on income from certain Austrian sources (limited corporate income tax liability; *beschränkte Körperschaftsteuerpflicht*).

Tax considerations which are potentially relevant to investors subject to a special tax regime, such as for example governmental authorities, charities, foundations or investment or pension funds, and special tax regimes that may apply, for example, where an investor holds the Notes via an entity which qualifies as an Austrian or non-Austrian investment fund for tax purposes are not addressed herein.

Both in case of unlimited and limited (corporate) income tax liability, Austria's right to tax may be restricted by applicable double taxation treaties.

Austrian tax aspects of the Notes

Pursuant to sec. 27(1) of the Austrian Income Tax Act (*Einkommensteuergesetz*), the term investment income (*Einkünfte aus Kapitalvermögen*) comprises:

- income from the letting of capital (*Einkünfte aus der Überlassung von Kapital*) pursuant to sec. 27(2) of the Austrian Income Tax Act, including dividends and interest; the tax base is the amount of the earnings received (sec. 27a(3)(1) of the Austrian Income Tax Act);
- income from realized increases in value (*Einkünfte aus realisierten Wertsteigerungen*) pursuant to sec. 27(3) of the Austrian Income Tax Act, including gains from the sale, redemption and other realization of assets that lead to income from the letting of capital (including zero coupon bonds); the tax base amounts to the sales proceeds or the redemption amount minus the acquisition costs, in each case including accrued interest (sec. 27a(3)(2)(a) of the Austrian Income Tax Act); and
- income from derivatives (*Einkünfte aus Derivaten*) pursuant to sec. 27(4) of the Austrian Income Tax Act, including cash settlements, option premiums received and income from the sale or other realization of forward contracts like options, futures and swaps and other derivatives such as index certificates (the mere exercise of an option does not trigger tax liability); e.g., in the case of index certificates, the tax base amounts to the sales proceeds or the redemption amount minus the acquisition costs (sec. 27a(3)(3)(c) of the Austrian Income Tax Act).

Also the withdrawal of the Notes from a securities account (*Depotentnahme*) and circumstances leading to a restriction of Austria's taxation right regarding the Notes *vis-à-vis* other countries, e.g. a relocation from Austria (*Wegzug*), are in general deemed to constitute a sale (*cf.* sec. 27(6) of the Austrian Income Tax Act). The tax base in this case amounts to the fair market value minus the acquisition costs (sec. 27a(3)(2)(b) of the Austrian Income Tax Act).

Resident individual Noteholders

Individuals subject to unlimited income tax liability in Austria holding the Notes as non-business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income from the Notes with an Austrian nexus (*inländische Einkünfte aus Kapitalvermögen*), basically meaning income paid by an Austrian paying agent (*auszahlende Stelle*) or an Austrian custodian agent (*depotführende Stelle*), the income is subject to withholding tax (*Kapitalertragsteuer*) at a flat rate of 27.5%; no additional income tax is levied over and above the amount of tax withheld (final taxation pursuant to sec. 97(1) of the Austrian Income Tax Act). In case of investment income from the Notes without an Austrian nexus, the income must be included in the investor's income tax return and is subject to income tax at the flat rate of 27.5%. In both cases upon application the option exists to tax all income subject to income tax at a flat rate pursuant to sec. 27a(1) of the Austrian Income Tax Act at the applicable lower progressive income tax rate (option for regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). The acquisition costs must not include ancillary acquisition costs (*Anschaftungsnebenkosten*; sec. 27a(4)(2) of the Austrian Income Tax Act). Expenses with a direct economic nexus to income subject to a flat income tax rate pursuant to sec. 27a(1) of the Austrian Income Tax Act, such as bank charges and custody fees, must not be deducted (sec. 20(2) of the Austrian Income Tax Act); this also applies if the option for regular taxation is exercised. Sec. 27(8) of the Austrian Income Tax Act, *inter alia*, provides for the following restrictions on the offsetting of losses: negative income from realized increases in value and from derivatives may be neither offset against interest from bank accounts and other non-securitized claims *vis-à-vis* credit institutions (except for cash settlements and lending fees) nor against income from private foundations, employee participation foundations, foreign private law foundations and other comparable legal estates (*Privatstiftungen, Belegschaftsbeteiligungsstiftungen, ausländische Stiftungen oder sonstige Vermögensmassen, die mit einer Privatstiftung vergleichbar sind*); income subject to income tax at a flat rate pursuant to sec. 27a(1) of the Austrian Income Tax Act may not be offset against income subject to the progressive income tax rate; negative investment income not already offset against positive investment income may not be offset against other types of income; (the foregoing also applies if the option for regular taxation is exercised). The Austrian custodian agent has to effect the offsetting of losses by taking into account all of a taxpayer's securities accounts with the custodian agent, in line with sec. 93(6) of the Austrian Income Tax Act, and to issue a written confirmation to the taxpayer to this effect.

Individuals subject to unlimited income tax liability in Austria holding the Notes as business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income from the Notes with an Austrian nexus (see above), the income is subject to withholding tax at a flat rate of 27.5%. While withholding tax has the effect of final taxation for income from the letting of capital, income

from realized increases in value and income from derivatives must be included in the investor's income tax return (nevertheless income tax at the flat rate of 27.5%). In case of investment income from the Notes without an Austrian nexus, the income must always be included in the investor's income tax return and is subject to income tax at the flat rate of 27.5%. In both cases upon application the option exists to tax all income subject to income tax at a flat rate pursuant to sec. 27a(1) of the Austrian Income Tax Act at the lower progressive income tax rate (option for regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). Expenses with a direct economic nexus to income subject to a flat income tax rate pursuant to sec. 27a(1) of the Austrian Income Tax Act, such as bank charges and custody fees, must not be deducted (sec. 20(2) of the Austrian Income Tax Act); this also applies if the option for regular taxation is exercised. Pursuant to sec. 6(2)(c) of the Austrian Income Tax Act, depreciations to the lower fair market value and losses from the sale, redemption and other realization of financial assets and derivatives in the sense of sec. 27(3) and (4) of the Austrian Income Tax Act, which are subject to income tax at the flat rate of 27.5%, are primarily to be offset against income from realized increases in value of such financial assets and derivatives and with appreciations in value of such assets within the same business unit (*Wirtschaftsgüter desselben Betriebes*); only 55% of the remaining negative difference may be offset against other types of income.

Resident corporate Noteholders

Pursuant to sec. 7(2) of the Austrian Corporate Income Tax Act (*Körperschaftsteuergesetz*), corporations subject to unlimited corporate income tax liability in Austria are subject to corporate income tax on income in the sense of sec. 27(1) of the Austrian Income Tax Act from the Notes at a rate of 23% (sec. 22(1) of the Austrian Corporate Income Tax Act; for calendar years from 2024 onwards). In the case of income in the sense of sec. 27(1) of the Austrian Income Tax Act from the Notes with an Austrian nexus (see above), the income is subject to withholding tax at a flat rate of 27.5%. However, pursuant to sec. 93(1a) of the Austrian Income Tax Act, a 23% rate may be applied by the withholding agent, if the debtor of the withholding tax is a corporation. Such withholding tax can be credited against the corporate income tax liability. Under the conditions set forth in sec. 94(5) of the Austrian Income Tax Act (exemption declaration; *Befreiungserklärung*) withholding tax is not levied in the first place. Losses from the sale of the Notes can be offset against other business income.

Non-resident Noteholders

Individuals and corporations subject to limited (corporate) income tax liability in Austria are only taxable on investment income from the Notes, including gain on the sale of the Notes pursuant to the Offers, if they have a permanent establishment (*Betriebsstätte*) in Austria and the income from the Notes are attributable to such permanent establishment (*cf.* sec. 98(1)(3) of the Austrian Income Tax Act, sec. 21(1)(1) of the Austrian Corporate Income Tax Act).

Corporations without a permanent establishment are exempt from this limited tax liability pursuant to sec. 98(1)(5) of the Austrian Income Tax Act.

Individuals subject to limited income tax liability in Austria are also taxable on Austrian interest within the meaning of sec. 27(2)(2) of the Austrian Income Tax Act and Austrian accrued interest within the meaning of sec. 27(6)(5) of the Austrian Income Tax Act if withholding tax at a rate of 27.5% is levied on such (accrued) interest (*cf.* sec. 98(1)(5)(b) of the Austrian Income Tax Act). Withholding tax is retained unless an exemption applies. An exemption may apply, *inter alia*, to (accrued) interest received by individuals resident in a state with which Austria maintains automatic exchange of information (residence in such state must be proven by presentation of a residence certificate). Austrian (accrued) interest within the present context is generally constituted if the debtor of the interest has a residence, place of effective management or seat in Austria or is an Austrian branch of a non-Austrian credit institution, or the securities are issued by an Austrian issuer.

If a non-resident investor is not subject to tax in Austria with respect to investment income from the Notes, an Austrian custodian bank or paying agent may abstain from levying Austrian withholding tax pursuant to § 94(13) of the Austrian Income Tax Act. Under applicable double taxation treaties, relief from Austrian income tax might be fully or partially available. However, Austrian credit institutions must not provide for such relief at source; instead, the investor may file a claim for repayment of tax with the competent Austrian tax office (electronic pre-notification requirements may apply).

Dutch Tax Considerations

The following describes certain material Dutch tax consequences for a holder who is neither a resident nor deemed to be a resident of the Netherlands for Dutch tax purposes in respect of the ownership, acquisition and disposal of the Notes. In addition, it does not describe any tax considerations or consequences arising from Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the EU (as implemented in the Netherlands) or similar legislation, which may be relevant for a particular holder.

Where this section refers to “the Netherlands” and “Dutch” it refers only to the part of the Kingdom of the Netherlands located in Europe. In addition, this section is based on the assumption that the Notes do not qualify as equity for Dutch tax purposes.

This section is intended as general information only, it does not constitute tax or legal advice and it does not purport to describe all possible Dutch tax considerations or consequences that may be relevant to a holder and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules. In view of its general nature, it should be treated with appropriate caution.

For Dutch tax purposes, a Holder of Notes may include, without limitation:

- an owner of one or more Notes who, in addition to the legal title to such Notes, has an economic interest in such Notes,
- a person who or an entity that holds the entire economic interest in one or more Notes,
- a person who or an entity that holds an interest in an entity, such as a partnership or a mutual fund, that is transparent for Dutch tax purposes, the assets of which comprise one or more Notes, and
- an individual who or an entity that does not have the legal title to the Notes, but to whom the Notes are attributed based either on such individual or entity holding an interest in the Notes or based on specific statutory provisions, including statutory provisions pursuant to which the Notes are attributed to an individual who is, or who has directly or indirectly inherited the Notes from a person who was, the settlor, grantor or similar originator of a trust, foundation or similar entity that holds the Notes.

Withholding Tax

Holders of Notes Not Related to the Issuer

All payments made by Suzano International Finance under the Notes and/or pursuant to the Offers to Holders of the Notes (other than Holders that are an “affiliated” (*gelieerde*) entity (see below) in respect of Suzano International Finance within the meaning of the Dutch Withholding Tax Act 2021; *Wet bronbelasting 2021*) can be made free of withholding or deduction for any taxes of any nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, unless the Notes qualify as equity of Suzano International Finance for Dutch tax purposes.

Holders of Notes Related to the Issuer

Payments of interest (or amounts of deemed interest) made by Suzano International Finance under the Notes and/or pursuant to the Offers to Holders of the Notes that are affiliated with Suzano International Finance (within the meaning of the Dutch Withholding Tax Act 2021, see below) may become subject to Dutch withholding tax at a rate of 25.8% (rate for 2025), if such related entity:

- is considered to be resident (*gevestigd*) in a jurisdiction that is listed in the yearly updated Dutch regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*) (a “Listed Jurisdiction”); or

- has a permanent establishment located in a Listed Jurisdiction to which the interest payment is attributable; or
- is entitled to the interest payment for the main purpose or one of the main purposes to avoid taxation for another person or entity and there is an artificial arrangement or transaction or a series of artificial arrangements or transactions; or
- is not considered to be the recipient of the interest in its jurisdiction of residence because such jurisdiction treats another entity as the recipient of the interest (a hybrid mismatch); or
- is not resident in any jurisdiction (also a hybrid mismatch); or
- is a reverse hybrid (within the meaning of Article 2(12) of the Dutch Corporate Income Tax Act; *Wet op de vennootschapsbelasting 1969*), if and to the extent (x) there is a participant in the reverse hybrid holding a Qualifying Interest in the reverse hybrid, (y) the jurisdiction of residence of the participant holding the Qualifying Interest in the reverse hybrid treats the reverse hybrid as transparent for tax purposes and (z) such participant would have been subject to Dutch withholding tax in respect of the payments of interest without the interposition of the reverse hybrid;

all within the meaning of the Dutch Withholding Tax Act 2021.

Affiliated entity

For purposes of the Dutch Withholding Tax Act 2021, an entity is considered an “affiliated” entity in respect of Suzano International Finance if:

- such entity has a Qualifying Interest (as defined below) in Suzano International Finance; or
- Suzano International Finance has a Qualifying Interest in such entity; or
- a third party has a Qualifying Interest in both Suzano International Finance and such entity.

The term “Qualifying Interest” means a direct or indirectly held interest – either individually or jointly if an entity is part of a qualifying unity (*kwalificerende eenheid*) – that enables such entity or such qualifying unity to exercise a definite influence over another entity's decisions and allows it to determine the other entity's activities (within the meaning of case law of the European Court of Justice on the right of freedom of establishment (*vrijheid van vestiging*)).

Dutch Individual and Corporate Income Tax

Please note that the summary in this section does not describe the Dutch tax considerations for:

- (i) a holders of the Notes if such holders have a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in Suzano International Finance under the Dutch Income Tax Act 2001;
- (ii) pension funds, investment institutions (*fiscale beleggingsinstellingen*), exempt investment institutions (*vrijgestelde beleggingsinstellingen*) (as defined in the Dutch Corporate Income Tax Act 1969; *Wet op de vennootschapsbelasting 1969*) and other entities that are, in whole or in part, not subject to or exempt from Dutch corporate income tax; and
- (iii) Holders of Notes who are individuals and for whom the Notes or any benefit derived from the Notes are a remuneration or deemed to be a remuneration for activities performed by such Holders or certain individuals related to such Holders (as defined in the Dutch Income Tax Act 2001).

Generally speaking, a holder of securities has a substantial interest in Suzano International Finance (as referred to under (i) above) if it has, directly or indirectly (and, in the case of an individual, alone or together with certain relatives) (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent or more of either the total issued and outstanding capital of Suzano International Finance or the issued and outstanding capital of any class of shares of Suzano International Finance, or (ii) the ownership of, or certain rights over, profit participating certificates (*winstbewijzen*) that relate to 5 per cent. or more of either the annual profit or the liquidation proceeds of Suzano International Finance. A deemed substantial interest may arise if a substantial interest (or part thereof) has been disposed of, or is deemed to have been disposed of, on a non-recognition basis; .

Dutch Resident Entities

Generally speaking, if the Holder of the Notes is an entity that is a resident or deemed to be resident of the Netherlands for Dutch corporate income tax purposes (a “**Dutch Resident Entity**”), any payment under the Notes or any gain or loss realized on the disposal or deemed disposal of the Notes is subject to Dutch corporate income tax at the prevailing statutory rates (up to 25.8% for 2025).

Dutch Resident Individuals

If the Holder of the Notes is an individual resident or deemed to be resident of the Netherlands for Dutch income tax purposes (a “**Dutch Resident Individual**”), any payment under the Notes or any gain or loss realized on the disposal or deemed disposal of the Notes is taxable at the progressive Dutch income tax rates (with a maximum of 49.5% in 2025), if:

- (i) the Notes are attributable to an enterprise from which the Holder of the Notes derives a share of the profit, whether as an entrepreneur (*ondernemer*) or as a person who has a co-entitlement to the net worth (*medegerechtigd tot het vermogen*) of such enterprise without being a shareholder (as defined in the Dutch Income Tax Act 2001); or
- (ii) the Holder of the Notes is considered to perform activities with respect to the Notes that go beyond ordinary asset management (*normaal, actief vermogensbeheer*) or derives benefits from the Notes that are taxable as benefits from other activities (*resultaat uit overige werkzaamheden*).

If the above-mentioned conditions (i) and (ii) do not apply to the individual Holder of the Notes, such Holder will be taxed annually on a deemed return. The deemed return is between 1.44% and 5.88% (2025 rates) of the fair market value of the assets reduced by the liabilities (2.62%; 2025 rate) and by certain allowances and measured, in general, at the beginning of every calendar year, where the applicable deemed return depends on the amount of such Dutch Individual's net investment assets for the year. This resulting deemed return is subsequently taxed at the standard rate under the regime for savings and investments of 36% (2025 rate). Actual income, gains or losses in respect of the Notes are as such not subject to Dutch income tax.

However, based on rulings of the Dutch Supreme Court (*Hoge Raad*) of 6 June 2024, the current system of taxation based on deemed returns is held to be in conflict with European law if the deemed return applied to the relevant investments exceeds the actual return in the relevant calendar year. The Dutch Government has been working on the introduction of a new regime for savings and investments based on actual returns rather than a deemed return, but this new regime should only enter into force as of 2028. Prospective investors should carefully consider the tax consequences of this Dutch Supreme Court ruling and upcoming legislation and consult their own tax adviser about their own tax situation.

Non-residents of the Netherlands

A Holder of the Notes is not treated as a resident of the Netherlands by reason only of the holding or disposal of a Note pursuant to the Offers.

A Holder who is not a resident of the Netherlands, nor deemed to be a resident, is not taxable on any gain or income recognized in respect of the sale of Notes pursuant to the Offers, except if:

- (i) such Holder is an individual and derives profits from an enterprise, whether as entrepreneur (*ondernemer*) or pursuant to a co-entitlement to the net worth of the enterprise, other than as an entrepreneur or a shareholder, which enterprise is, in whole or in part, carried on through a (deemed) permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) that is taxable in the Netherlands, to which the Notes are attributable;
- (ii) the Holder is an individual and derives benefits from miscellaneous activities (*overige werkzaamheden*) carried out in the Netherlands in respect of the Notes, including without limitation activities which are beyond the scope of active portfolio investment activities; or
- (iii) the Holder is not an individual and is entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands, other than by way of securities, and to which enterprise the Notes are attributable.

Dutch Gift and Inheritance Taxes

No Dutch gift or inheritance taxes are due in respect of any gift of Notes by, or inheritance of the Notes on the death of a Holder, except if:

- (i) at the time of the gift or death of the Holder, the Holder is a resident, or is deemed to be a resident, of the Netherlands or the transfer is otherwise construed as a gift or inheritance made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be a resident of the Netherlands;
- (ii) the Holder dies within 180 days after the date of the gift of the Notes and is not, or not deemed to be, at the time of the gift, but is, or deemed to be, at the time of his or her death, a resident of the Netherlands; or
- (iii) the gift of the Notes is made under a condition precedent and the Holder is a resident, or is deemed to be a resident, of the Netherlands at the date on which the condition is fulfilled.

For purposes of Dutch gift and inheritance taxes, among others, a person that holds Dutch nationality will be deemed to be a resident of the Netherlands if such person has been resident in the Netherlands at any time during the ten years preceding the date of the gift or such person's death. Additionally, for purposes of Dutch gift tax, among others, a person not holding the Dutch nationality will be deemed to be a resident of the Netherlands if such person has been resident in the Netherlands at any time during the twelve months preceding the date of the gift.

Other Taxes and Duties

No other Dutch taxes, including value-added tax (VAT) and taxes of a documentary nature, such as capital tax, stamp or registration tax or duty, are payable by or on behalf of a Holder of the Notes in the Netherlands in respect of the mere sale of Notes pursuant to the Offers.

Brazilian Tax Considerations

The following discussion is a summary of the Brazilian tax considerations relating to the tender of the Notes by an individual, entity, trust or organization that is not resident or domiciled in Brazil for purposes of Brazilian taxation ("**Non-Resident Holder**"). The discussion is based on the tax laws of Brazil as in effect on the date hereof which are subject to change and to differing interpretations, which may result in different tax consequences than those described below.

The information set forth below is intended to be a general discussion only and does not address all possible tax consequences relating to an investment in the Notes. Prospective investors should consult their own tax advisers as to the consequences of purchasing the Notes, including, without limitation, the consequences of the receipt of interest and the sale, redemption or repayment of the Notes.

Generally, a Non-Resident Holder is taxed in Brazil only when income is derived from Brazilian sources or gains are realized on the disposition or sale of assets located in Brazil.

Payments Made by Suzano International Finance and Suzano Austria

Upon the terms and subject to the conditions set forth in this Offer to Purchase, each of Suzano International Finance and Suzano Austria will pay the applicable Tender Consideration to each registered holder of Notes issued by them that are accepted for purchase pursuant to the Offers.

Taxation of interest, premium or principal payments made by Suzano International Finance and Suzano Austria

Based on the fact that Suzano International Finance and Suzano Austria are considered for tax purposes as companies domiciled abroad, any interest, premium (if any) or principal payments made by them in respect of the Notes in favor of Non-Resident Holders will not be subject to any withholding or deduction in respect of Brazilian income tax or any other Brazilian taxes, duties, assessments or governmental charges, provided that such payments are made with funds held by them outside of Brazil.

Payments Made in Connection with a Guarantee Obligation

If any guarantor, including Suzano, that is considered for purposes of Brazilian taxation to be resident or domiciled in Brazil is required to make any payment (including principal) as a guarantor in connection with the Notes to a Non-Resident Holder, the Brazilian tax authorities may try to impose withholding income tax at a rate of up to 25% (depending on the nature of the payment and the location of the Non-Resident Holder). There is no specific legal provision dealing with the imposition of the Brazilian withholding income tax on payments made by Brazilian sources to non-resident beneficiaries under guarantees and no uniform decision from the Brazilian courts. In any event, we understand that there are arguments to support the view that (1) payments made under the guarantee should be subject to imposition of the Brazilian withholding income tax according to the nature of the guaranteed payment, in which case only interest and fees should be subject to taxation at the rates of 15%, or 25% in cases of beneficiaries located in a Favorable Tax Jurisdiction, or (2) payments made under the guarantee from Brazilian sources to non-resident beneficiaries should not be subject to the imposition of the Brazilian withholding income tax to the extent that they should qualify as a credit transaction between the obligor and the applicable guarantor.

Capital Gains on the Sale or Disposition of the Notes

According to Law No. 10,833, gains realized on the disposition or sale of assets located in Brazil by a Non-Resident Holder are subject to income tax in Brazil, regardless of whether the sale or the disposition is made by a Non-Resident Holder to another non-resident or to a resident in Brazil. Based on the fact that the Notes are issued and registered abroad, we believe that the Notes do not fall within the definition of assets located in Brazil for the purposes of Law 10,833; thus, capital gains realized on the sale of the Notes should not be subject to taxation in Brazil. However, considering the general and unclear scope of such provisions and the lack of a judicial court ruling in respect thereto, we are unable to predict whether this understanding will ultimately prevail in the courts of Brazil. If this interpretation does not prevail, gains realized by a Non-Resident Holder from the sale or disposition of the Notes may be subject to income tax in Brazil at the progressive tax rates described below (or a flat tax rate of 25% if the Non-Resident Holder is located in a Favorable Tax Jurisdiction).

Law No. 13,259, of March 17, 2016 (“**Law 13,259**”) introduced a regime based on the application of progressive tax rates for income taxation over capital gains recognized by Brazilian individuals on the disposition of assets in general. Under Law 13,259/16, the income tax rates applicable to Brazilian individuals’ capital gains would be: (i) 15.0% for the portion of the gain that does not exceed R\$5 million, (ii) 17.5% for the portion of the gain that exceeds R\$5 million but does not exceed R\$10 million, (iii) 20% for the portion of the gain that exceeds R\$10 million but does not exceed R\$30 million and (iv) 22.5% for the portion of the gain that exceeds R\$30 million. On August 25, 2017, the Brazilian Internal Revenue Service Office issued the Normative Instruction No. 1,732 stating that a non-resident investor’s capital gains on the disposal of permanent assets in Brazil should be subject to such progressive income tax rates in Brazil, the same as the rates applicable to Brazilian individuals, as herein described.

Favorable Tax Jurisdictions

According to Law No 9,430, dated December 27, 1996, as amended, a Favorable Tax Jurisdiction is a jurisdiction that does not impose any income tax or which imposes it at a maximum rate lower than 17%, or in a country or location where the laws impose restrictions on the disclosure of ownership composition or securities ownership or do not allow for the identification of the beneficial owner of income attributed to non-residents the income tax rate.

Additionally, on June 24, 2008, Law No. 11,727 introduced the concept of “privileged tax regime” in connection with transactions subject to Brazilian transfer pricing, which are also applicable to thin capitalization rules, which is broader than the concept of a Favorable Tax Jurisdiction, which is considered to be a regime that (i) does not tax income or taxes income at a maximum rate lower 17%; (ii) grants tax advantages to a non-resident entity or individual (a) without the need to carry out a substantial economic activity in the country or dependency, or (b) conditioned on the non-exercise of a substantial economic activity in the country or dependency; (iii) does not tax income generated outside the jurisdiction, or that taxes such income at a maximum rate lower than 17%; or (iv) does not provide access to information related to shareholding composition, ownership of goods and rights or the economic transactions carried out.

On June 7, 2010, the Brazilian tax authorities enacted Ordinance No. 1,037, as amended, listing (i) the countries and jurisdictions considered Favorable Tax Jurisdictions, and (ii) the privileged tax regimes. Although the interpretation of the current Brazilian tax legislation could lead to the conclusion that such concept of “privileged tax regime” should apply only for purposes of Brazilian transfer pricing and thin capitalization/cross border interest deductibility rules, it is still not clear whether this “privileged tax regime” concept will also be applied to any gain and/or income obtained by a Non-Resident Holder in respect of the Notes.

Therefore, if the Brazilian tax authorities determine that the Notes are deemed to be an asset located in Brazil, any gain or income resulting from the Offers and obtained by a Non-Resident Holder that will benefit from a “privileged tax regime” could be subject to Brazilian withholding tax at a rate of 25%.

In the context of adapting Brazilian legislation to the Global Anti-Base Erosion Rules, Law No. 9,430 of December 27, 1996 was amended by Law No. 15,079, of December 27, 2024 (as provided in Article 24-C), to establish that the qualification of a Favorable Tax Jurisdiction or a country or dependency with Privileged Tax Regime (provided that such qualifications are based exclusively on the taxation of income at a rate of 17% or lower) may be exceptionally waived for countries that significantly promote national development through significant investments in Brazil. The rules for applying for this waiver are regulated by Decree No. 12,226, of October 18, 2024 (the “Decree”), which determines that only the following investments, made directly by a foreign government, its respective sovereign funds or its public companies in which it has majority control, will be considered: (i) direct security issued by the Brazilian government; (ii) direct investment in the capital of Brazilian companies or in Brazilian investment funds, in accordance with the definition of direct investment in the country (equity participation) given by the Central Bank of Brazil, by country of the final controller of the direct investment, with priority for increasing fixed capital and activities aligned with sustainable practices. The request to remove the qualification of a country or dependency as having favorable taxation must be forwarded to the Brazilian Minister of State for Finance with the elements that demonstrate the intention to comply with the requirements set forth in the Decree. Investors should consult with their own tax advisors regarding the consequences of the implementation of Law No. 11,727, Ordinance No. 1,037, Decree No. 12,226 and of any related Brazilian tax law or regulation concerning Favorable Tax Jurisdictions and “privileged tax regimes.”

Other Tax Considerations

In addition to withholding income tax, Brazilian law imposes a Tax on Foreign Exchange Transactions (*Imposto sobre Operações de Crédito, Câmbio e Seguro, ou Relativas a Títulos e Valores Mobiliários*), or IOF/Exchange, due on the conversion of *reais* into foreign currency and on the conversion of foreign currency into *reais*. Currently, the IOF/Exchange rate for almost all foreign currency exchange transactions is 0.38% for the inflow of funds in to Brazil and 3.5% for the outflow of funds from Brazil, including foreign exchange transactions in connection with payments under the guarantee by the Guarantor to Non-Resident Holders.

Generally, there is no stamp, transfer or other similar tax in Brazil with respect to the transfer, assignment or sale of any debt instrument outside Brazil (including the Notes) nor any inheritance, gift or succession tax applicable to the ownership, transfer or disposition of the Notes, except for gift and inheritance taxes imposed in some states of Brazil on gifts and bequests by individuals or entities not domiciled or residing in Brazil to individuals or entities domiciled or residing within such Brazilian states.

Certain United States Federal Income Tax Consequences

The following is a summary of certain U.S. federal income tax consequences of the Offers that may be relevant to a beneficial owner of Notes that is a citizen or resident of the United States or a U.S. domestic corporation or otherwise subject to U.S. federal income tax on a net income basis in respect of the Notes (a “U.S. Holder”). The summary is based on laws, regulations, rulings and decisions now in effect, all of which are subject to change, possibly with retroactive effect. The discussion does not deal with special classes of holders, such as dealers in securities or currencies, traders in securities electing to mark to market, banks, financial institutions, insurance companies, regulated investment companies, tax-exempt organizations, entities classified as partnerships and the partners therein, nonresident alien individuals present in the United States for 183 days or more during the taxable year, U.S. expatriates, persons holding Notes as a position in a “straddle” or conversion transaction, or as part of a “synthetic security” or other integrated financial transaction or persons that have a “functional currency” other than the U.S. dollar. This discussion assumes that the Notes are held as “capital assets” within the meaning of section 1221 of the U.S. Internal Revenue Code of 1986, as amended (**the “Code”**). The discussion does not address consequences arising under state, local, foreign, U.S. federal estate, gift or other tax laws, the alternative minimum tax, the Medicare tax on net investment income, or the special timing rules prescribed under section 451(b) of the Code. Special considerations may be relevant to Holders that also purchase New Notes in the Debt Financing Transaction and such Holders should consult their own tax advisors concerning the U.S. federal income tax consequences to them of the acquisition of New Notes in the Debt Financing Transaction and the sale of their Notes pursuant to the Offers, including the potential for the transactions to be characterized as an exchange. The Offerors intend for the sale of Notes pursuant to the Offers to be treated as a sale for cash for U.S. federal income purposes.

Sale of the Notes Pursuant to the Offers

In general, sales of Notes pursuant to the Offers by U.S. Holders will be taxable transactions for U.S. federal income tax purposes. Subject to the discussion of the market discount rules set forth below, a U.S. Holder selling Notes pursuant to the Offers will recognize capital gain or loss in an amount equal to the difference between the amount of cash received other than amounts received attributable to accrued interest, which will be taxed as such) and the U.S. Holder’s adjusted tax basis in the Notes sold at the time of sale. A U.S. Holder’s adjusted tax basis in a Note generally will equal the amount paid therefor, increased by the amount of any market discount previously taken into account by the U.S. Holder and reduced by the amount of any amortizable bond premium previously amortized by the U.S. Holder with respect to the Notes. Any gain or loss will be long-term capital gain or loss if the U.S. Holder’s holding period for the Notes on the date of sale was more than one year.

In general, if a U.S. Holder acquired the Notes with market discount, any gain realized by a U.S. Holder on the sale of the Notes will be treated as ordinary income to the extent of the portion of the market discount that has accrued while the Notes were held by the U.S. Holder, unless the U.S. Holder has elected to include market discount in income currently as it accrues.

Gain or loss recognized pursuant to the sale of a Note in the Offers generally will be treated as U.S.-source income or loss for U.S. foreign tax credit purposes. Accrued interest income with respect to a Note that is treated as paid as a result of the Offers will constitute income from sources outside the United States, and for U.S. foreign tax credit purposes such income should generally constitute “passive category income.” The rules governing the U.S. foreign tax credit are complex, and U.S. Holders are urged to consult their own tax advisors regarding the application of the rules to their particular circumstances.

A U.S. Holder who does not tender its Notes pursuant to the Offers should not recognize any gain or loss for U.S. federal income tax purposes.

Information Reporting and Backup Withholding

A U.S. Holder who tenders its Notes may be subject to information reporting and backup withholding unless the U.S. Holder (i) is a corporation or comes within certain other exempt categories and demonstrates this fact, or (ii) provides a correct taxpayer identification number, certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements of the backup withholding rules. Holders who are not United States persons (as defined in the Code) may be required to comply with applicable certification procedures to establish their exemption from such information reporting requirements and backup withholding. Backup withholding is not an additional tax. The amount of any backup withholding will be allowed as a credit against the U.S. Holder's federal income tax liability and may entitle the U.S. Holder to a refund, provided that the required information is furnished to the U.S. Internal Revenue Service ("**IRS**") in a timely manner.

THE DEALER MANAGERS; THE INFORMATION AND TENDER AGENT

The Dealer Managers

We have retained BofA Securities, Inc., Credit Agricole Securities (USA) Inc., J.P. Morgan Securities LLC, HSBC Securities (USA) Inc., MUFG Securities Americas Inc., and UBS Securities LLC to serve as the Dealer Managers in connection with the Offers. We will reimburse the Dealer Managers for their reasonable and documented out of pocket expenses. We and the Guarantor also have agreed to indemnify the Dealer Managers and their affiliates against certain liabilities in connection with their services, including liabilities under the federal securities laws. In the ordinary course of their business, the Dealer Managers and their affiliates have provided, and may in the future provide, commercial and/or investment banking and financial advisory services to the Offerors and their affiliates, for which they have in the past received, and may in the future receive, customary compensation from the Offerors and their affiliates.

At any given time, the Dealer Managers may trade the Notes or other of our securities for its account or for the accounts of its customers and, accordingly, may hold a long or short position in the Notes. The Dealer Managers may also tender Notes into the Offers that it may hold or acquire, but is under no obligation to do so.

The Dealer Managers assume no responsibility for the accuracy or completeness of the information concerning the Offers or us contained in this Offer to Purchase or for any failure by us to disclose events that may have occurred and may affect the significance or accuracy of such information.

The Dealer Managers may contact Holders by mail, telephone, facsimile transmission, personal interviews and otherwise may request broker dealers and the other nominee holders to forward materials relating to the Offers to beneficial holders. Questions regarding the terms of the Offers may be directed to the Dealer Managers at their address and telephone numbers listed on the back cover of this Offer to Purchase.

Other Relationships

None of the Dealer Managers nor any of their respective directors, officers, employees, agents or affiliates, makes any representation or recommendation whatsoever regarding the Offers or any recommendation as to whether any Holder should tender Notes in the Offers.

The Dealer Managers and their respective affiliates have engaged in other transactions with, and from time to time have provided investment banking, commercial banking and financial advisory services for the Guarantor and its subsidiaries in the ordinary course of business. The Dealer Managers and their respective affiliates may also engage in transactions or perform such services for the Guarantor and its subsidiaries in the future. The Dealer Managers and their respective affiliates have acted or will act as underwriters, initial purchasers or lenders, as the case may be, with respect to financings of Guarantor or its affiliates, including the Debt Financing Transaction. Affiliates of the Dealer Managers may hold a portion of the Notes and, accordingly, may receive a portion of the consideration paid in the Offers.

In addition, in the ordinary course of their business activities, the Dealer Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. Certain of the Dealer Managers or their affiliates that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, such Dealer Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Dealer Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

The Information and Tender Agent

D.F. King & Co., Inc. is acting as the Information and Tender Agent for the Offers. All deliveries, correspondence and questions sent or presented to the Information and Tender Agent relating to the Offers should be directed to its address or telephone numbers set forth on the back cover of this Offer to Purchase.

We will pay the Information and Tender Agent reasonable and customary compensation for its services in connection with the Offers, plus reimbursement for out-of-pocket expenses. We will indemnify the Information and Tender Agent against certain liabilities and expenses in connection therewith, including liabilities under the federal securities laws.

Questions regarding the procedures for tendering Notes and requests for additional copies of this Offer to Purchase and the Notice of Guaranteed Delivery should be directed to the Information and Tender Agent at its address and telephone numbers set forth on the back cover of the Offer to Purchase.

The Information and Tender Agent assumes no responsibility for the accuracy or completeness of the information concerning the Offers or us contained in this Offer to Purchase or for any failure by us to disclose events that may have occurred and may affect the significance or accuracy of such information.

Solicitation

Directors, officers and regular employees of us and/or our affiliates (who will not be specifically compensated for such services), the Information and Tender Agent and the Dealer Managers may contact Holders by mail, telephone, or facsimile regarding the Offers and may request brokers, dealers, commercial banks, trust companies and other nominees to forward this Offer to Purchase, the Notice of Guaranteed Delivery and related materials to beneficial owners of Notes.

FEES AND EXPENSES

Tendering Holders of Notes purchased in the Offers will not be required to pay brokerage fees or commissions to the Dealer Managers, the Information and Tender Agent, the Trustee or us or to pay transfer taxes (except as indicated under “Description of the Offers—Transfer Taxes”) with respect to the purchase of their Notes. However, beneficial owners of Notes that are held through a broker, dealer, commercial bank or other nominee may be charged a fee by such broker, dealer, commercial bank or other nominee for tendering Notes on such beneficial owners’ behalf.

Brokers, dealers, commercial banks and trust companies will be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding material to their customers. We will not pay any fees or commissions to any broker, dealer or other person (other than the Dealer Managers and the Information and Tender Agent) in connection with the solicitation of tenders of Notes pursuant to the Offers.

MISCELLANEOUS

We are not aware of any jurisdiction where the making of the Offers is not in compliance with the laws of such jurisdiction. If we become aware of any jurisdiction where the making of the Offers would not be in compliance with such laws, we will make a good faith effort to comply with any such laws or seek to have such laws declared inapplicable to the Offers. If, after such good faith effort, we cannot comply with any such applicable laws, the Offers will not be made to (nor will tenders be accepted from or on behalf of) Holders residing in such jurisdiction.

None of the Dealer Managers, the Information and Tender Agent nor any of their respective directors, employees or affiliates assume any responsibility for the accuracy or completeness of the information concerning the Offers, the Offerors or any of its affiliates contained in this Offer to Purchase or for any failure by the Offerors to disclose events that may have occurred and may affect the significance or accuracy of such information.

No person has been authorized to give any information or make any representation on behalf of the Offerors that is not contained in this Offer to Purchase and, if given or made, such information or representation should not be relied upon.

None of the Offerors, the Guarantor, the Dealer Managers, the Trustee, the Information and Tender Agent nor any of their respective affiliates makes any representation to any Holder as to whether or not to tender Notes. Holders must make their own decision as to whether to tender Notes.

ANNEX 1 – NOTICE OF GUARANTEED DELIVERY

Notice of Guaranteed Delivery relating to

**SUZANO INTERNATIONAL
FINANCE B.V.**

*(incorporated with limited liability
in the Netherlands)*
a wholly owned subsidiary of Suzano S.A.

AND

**SUZANO AUSTRIA
GMBH**

*(incorporated with limited liability
in Austria)*
a wholly owned subsidiary of Suzano S.A.

OFFER TO PURCHASE FOR CASH

ANY AND ALL

OF THE OUTSTANDING NOTES ISSUED BY EACH OF THEM OF THE FOLLOWING SERIES

5.750% Guaranteed Notes due 2026

issued by Suzano Austria GmbH and guaranteed by Suzano S.A.
(CUSIP Nos.: 05674XAA9/A9890AAA8 / ISINs: US05674XAA90/USA9890AAA81)

5.500% Guaranteed Notes due 2027

issued by Suzano International Finance B.V. and guaranteed by Suzano S.A.
(CUSIP No.: N8438JAB4/ ISIN: USN8438JAB46)

This notice of guaranteed delivery (this “*Notice of Guaranteed Delivery*”) relates to the Offers (as defined herein) being made by Suzano International Finance B.V. (“*Suzano International Finance*”) and Suzano Austria GmbH (“*Suzano Austria*”). The Offers will expire at 5:00 p.m. (New York City time) on September 8, 2025 unless extended or earlier terminated (such time and date with respect to the Offers, as the same may be extended, the “*Expiration Date*”). This Notice of Guaranteed Delivery must be delivered in accordance with the Guaranteed Delivery Procedures described herein and in the Offer to Purchase no later than the Expiration Date. Notes (as defined herein) may be withdrawn at any time on or prior to 5:00 p.m. (New York City time) on September 8, 2025, unless extended, earlier terminated or except as described in the Offer to Purchase or as required by applicable law (such time and date with respect to the Offers, as the same may be extended, the “*Withdrawal Date*”), but not thereafter. The Offers are being made upon the terms and subject to the conditions set forth in the related Offer to Purchase dated September 2, 2025 and this Notice of Guaranteed Delivery. Capitalized terms used but not defined herein shall have the meanings given to them in the Offer to Purchase.

The Information and Tender Agent for the Offers is:

D.F. King & Co., Inc.

Email: suzano@dfking.com
Offer website: www.dfking.com/suzano

In the United States:

28 Liberty Street, 53rd Floor
New York, New York 10005 United States
Banks and Brokers call: +1 (212) 269-5550
All others call toll free (U.S. only): +1 (800) 207-3159

Delivery of this Notice of Guaranteed Delivery to an email address other than the one set forth above will not constitute a valid delivery to the Information and Tender Agent. The method of delivery of this Notice of Guaranteed Delivery and all other required documents to the Information and Tender Agent, including delivery through DTC and any acceptance or Agent's Message transmitted through ATOP (each as defined and described in the Offer to Purchase), is at the election and risk of Holders.

This Notice of Guaranteed Delivery is being provided in connection with the offers by Suzano International Finance and Suzano Austria to purchase for cash (the "**Offers**") any and all of the outstanding notes issued by it of the following series: (1) 5.750% Guaranteed Notes due 2026 issued by Suzano Austria and guaranteed by Suzano (the "**2026 Notes**") and (2) 5.500% Guaranteed Notes due 2027 issued by Suzano International Finance and guaranteed by Suzano (the "**2027 Notes**") and, together with the 2026 Notes and the 2025 Notes, the "**Notes**"), in each case upon the terms and subject to the conditions set forth in the Offer to Purchase and this Notice of Guaranteed Delivery.

The 2026 Notes may be tendered and accepted for payment only in principal amounts equal to US\$200,000 and integral multiples of US\$1,000 in excess thereof and the 2027 Notes may be tendered and accepted for payment only in principal amounts equal to US\$2,000 and integral multiples of US\$1,000 in excess thereof (such minimum denominations "**Authorized Denominations**"). No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all their Notes must continue to hold their Notes in Authorized Denominations.

If a Holder wishes to tender its Notes and (1) such Holder cannot comply with the procedure for book-entry transfer prior to the Expiration Date, or (2) such Holder cannot deliver any other required documents to the Information and Tender Agent by the Expiration Date, the Holder must tender its Notes according to the Guaranteed Delivery Procedures described in the Offer to Purchase. To comply with the Guaranteed Delivery Procedures, the Holder must: (1)(a)(i) properly complete and duly execute this Notice of Guaranteed Delivery; and (ii) arrange for the Information and Tender Agent to receive the completed and signed Notice of Guaranteed Delivery prior to the Expiration Date; or (b) comply with ATOP's procedures applicable to guaranteed delivery prior to the Expiration Date; and (2) ensure that the Information and Tender Agent receives the book-entry confirmation of electronic delivery of such Notes, together with an Agent's Message, and all other required documents, no later than 5:00 p.m. (New York City time) on the Guaranteed Delivery Date, which is expected to be September 10, 2025, all as provided in the Offer to Purchase.

The Notice of Guaranteed Delivery may be delivered by email to the Information and Tender Agent and must include a guarantee by an eligible guarantor institution in the form set forth herein.

FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF THE NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN THE GUARANTEED DELIVERY DATE, WHICH IS EXPECTED TO BE 5:00 P.M. (NEW YORK CITY TIME) ON SEPTEMBER 10, 2025, AND WHICH IN ANY CASE WILL BE TWO BUSINESS DAYS FOLLOWING THE EXPIRATION DATE; *PROVIDED*, THAT THE OFFEROR WILL NOT PAY ACCRUED INTEREST FOR ANY PERIODS FOLLOWING THE SETTLEMENT DATE IN RESPECT OF ANY NOTES ACCEPTED IN THE OFFERS, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE, AND UNDER NO CIRCUMSTANCES WILL THE OFFEROR PAY ADDITIONAL INTEREST ON THE TENDER CONSIDERATION AFTER THE SETTLEMENT DATE BY REASON OF ANY DELAY IN THE GUARANTEED DELIVERY PROCEDURES.

THE METHOD OF DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY, THE NOTES AND ALL OTHER REQUIRED DOCUMENTS TO THE INFORMATION AND TENDER AGENT, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE HOLDER TENDERING NOTES. IF SUCH DELIVERY IS MADE BY MAIL, IT IS SUGGESTED THAT THE HOLDER USE PROPERLY INSURED, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED AND THAT SUFFICIENT TIME BE ALLOWED TO ASSURE TIMELY DELIVERY.

The eligible guarantor institution (as defined herein) or Direct Participant (as defined in the Offer to Purchase) that completes this form must communicate the guarantee to the Information and Tender Agent within the time period shown herein. Failure to do so could result in a financial loss to the related Eligible Institution or Direct Participant.

Non-U.S. Holders that want to tender using a guaranteed delivery process should contact their brokers, or the Information and Tender Agent.

Ladies and Gentlemen:

The undersigned represents that the undersigned owns and hereby tenders to the applicable Offeror, upon the terms and subject to the conditions set forth in the Offer to Purchase and this Notice of Guaranteed Delivery, receipt of which is hereby acknowledged, the principal amount of Notes set forth below, all pursuant to the guaranteed delivery procedures set forth in the Offer to Purchase.

The undersigned understands that tenders of Notes pursuant to the Offers may not be withdrawn after the Withdrawal Date. Tenders of Notes may be withdrawn prior to the Withdrawal Date, as provided in the Offer to Purchase.

All authority conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall not be affected by, and shall survive, the death or incapacity of the undersigned, and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

If the ATOP procedures are used, the related Direct Participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, the related Direct Participant will be bound by the terms of the Offers.

As more fully described in the Offer to Purchase, guaranteed deliveries will be required to be provided no later than the Guaranteed Delivery Date, which is expected to be 5:00 p.m. (New York City time) on September 10, 2025, and which, in any case, will be two Business Days following the Expiration Date. The Offeror expects that the settlement date for Notes tendered pursuant to the Guaranteed Delivery Procedures will be within three Business Days following the Expiration Date, which will be September 11, 2025 (the “**Guaranteed Delivery Settlement Date**”). The applicable Offeror will not pay accrued interest for any periods following the Settlement Date in respect of any Notes tendered in the Offers, including those tendered by the Guaranteed Delivery Procedures set forth herein and in the Offer to Purchase, and under no circumstances will additional interest be paid by the applicable Offeror by reason of any delay in the Guaranteed Delivery Procedures.

Series of Notes: _____

Aggregate Principal Amount of Notes Tendered: _____

DTC Account Number(s): _____

Name(s) of Direct Participant: _____

Address(es) (including Zip Code): _____

Transaction Code Number: _____

Date: _____, 2025

THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED.

GUARANTEE

(Not to be used for signature guarantee)

The undersigned a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States or an “eligible guarantor institution,” or an “eligible guarantor institution” (as such term is defined in Rule 17Ad-15 under the U.S. Securities Exchange Act of 1934, as amended) (each, an “**Eligible Institution**”), hereby (i) represents that the above-named persons are deemed to own the Notes tendered hereby, (ii) represents that such tender of Notes is being made by the guaranteed delivery procedures set forth in the Offer to Purchase, and (iii) guarantees that the Notes tendered hereby in proper form for transfer or confirmation of book-entry transfer of such Notes into the Information and Tender Agent’s account at the book-entry transfer facility, pursuant to the procedures set forth in “Description of the Offers—Procedures for Tendering Notes—Guaranteed Delivery” in the Offer to Purchase, and any other required documents, will be received by the Information and Tender Agent at its address set forth above within the time period(s) indicated herein, as applicable.

The Eligible Institution that completes this form must communicate the guarantee to the Information and Tender Agent within the time period indicated herein. Failure to do so may result in financial loss to such eligible guarantor institution.

Name of Firm: _____

Authorized Signature: _____

Name: _____

Title: _____

(Please Type or Print)

Address: _____

Zip Code: _____

Area Code and Telephone Number(s): _____

Date: _____, 2025

Schedule A

Formula for Determining the Tender Consideration and Accrued Interest

YLD	=	The Repurchase Yield expressed as a decimal number.
CPN	=	The contractual annual rate of interest payable on a Note expressed as a decimal number.
N	=	The number of scheduled semi-annual interest payments from, but not including, the applicable Settlement Date to, and including, the applicable maturity date, in accordance with standard market practice.
S	=	The number of days from and including the semi-annual interest payment date immediately preceding the applicable Settlement Date up to, but not including, such Settlement Date. The number of days is computed using the 30/360 day-count method.
Exp	=	Exponentiate. The term to the left of “exp” is raised to the power indicated by the term to the right of “exp.”
$\sum_{k=1}^n$	=	Summate. The term in the brackets to the right of the summation symbol is separately calculated “N” times (substituting for “K” in that term each whole number between 1 and N, inclusive), and the separate calculations are then added together.
Accrued Interest	=	The accrued interest is calculated on a US\$1,000 principal amount, multiplied by the coupon rate, and further multiplied by the fraction of days elapsed in the interest period (S) divided by 360.
Tender Consideration	=	The price per US\$1,000 principal amount of a Note (excluding Accrued Interest). A tendering Holder will receive a total amount per US\$1,000 principal amount (rounded to the nearest cent) equal to the Tender Consideration <i>plus</i> Accrued Interest.

Formula for the Tender Consideration, as applicable =

$$\left[\frac{US\$1,000}{(1 + YLD/2) \exp \left(N - \left(\frac{S}{180} \right) \right)} \right] + \sum_{k=1}^n \left[\frac{US\$1,000 (CPN/2)}{(1 + YLD/2) \exp \left(k - \frac{S}{180} \right)} \right] - \text{Accrued Interest}$$

To obtain additional copies of the Offer to Purchase, please contact the Information Agent.

The Information and Tender Agent for the Offers is:

D.F. King & Co., Inc.

Email: suzano@dfking.com
Offer website: www.dfking.com/suzano

28 Liberty Street, 53rd Floor
New York, New York 10005 United States
Banks and Brokers call: +1 (212) 269-5550
All others call toll free (U.S. only): +1 (800) 207-3159

Any questions or requests for assistance or additional copies of this Offer to Purchase and the Notice of Guaranteed Delivery may be directed to the Information and Tender Agent at its telephone numbers or address set forth above.

Any questions related to the terms of the Offers may be directed to the Dealer Managers. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offers.

The Dealer Managers for the Offers are:

BofA Securities, Inc.

One Bryant Park, 9th Floor
New York, NY 10036
Toll Free: +1 (888) 292-0070
Collect: +1 (646) 855-8988
Attn: Liability Management Group

Credit Agricole Securities (USA) Inc.

1301 Avenue of the Americas, 8th Floor
New York, New York 10019
U.S. Toll Free: +1 (866) 807-6030
U.S. Collect: +1 (212) 261-7802
Attn: Debt Capital Markets/Liability Management

HSBC Securities (USA) Inc.

66 Hudson Boulevard
New York, New York 10001
Toll Free: +1 (888) HSBC-4LM
Collect: +1 (212) 525-5552
Attn: Global Liability Management Group

J.P. Morgan Securities LLC

383 Madison Avenue
New York, NY 10179
Toll Free: (866) 834-4666
Collect: (212) 834-3424
Attn: Liability Management Group

MUFG Securities Americas Inc.

1221 Avenue of the Americas, 6th Floor
New York, New York 10020 USA
U.S.: +1 (212) 405-7481
U.S. Toll-Free: +1 (877) 744-4532
Attn: Liability Management

UBS Securities LLC

11 Madison Avenue
New York, New York 10010
Attention: Liability
Management Group
Collect: (212) 882-5723
Toll Free: (833) 690-0971
E-mail: americas-lm@ubs.com

Suzano announces cash tender offers for notes due 2026 and 2027

São Paulo, September 2, 2025 – Suzano International Finance B.V. (“**Suzano International Finance**”) and Suzano Austria GmbH (“**Suzano Austria**”), each a wholly-owned subsidiary of Suzano S.A. (“**Suzano**”), announce the commencement of offers to purchase for cash any and all of the outstanding notes of the following series: (1) 5.750% Guaranteed Notes due 2026 issued by Suzano Austria and guaranteed by Suzano (the “**2026 Notes**”) and (2) 5.500% Guaranteed Notes due 2027 issued by Suzano International Finance and guaranteed by Suzano the (“**2027 Notes**”) and, together with the 2026 Notes, the “**Notes**”) (each, an “**Offer**” and, collectively, the “**Offers**”).

Suzano International Finance and Suzano Austria are together referred to herein as the “Offerors,” “we” or “our.” The term “Offers” may refer to any or all of the Offers, and the term “Offeror” may refer to the applicable Offeror, in each case, as the circumstances may require.

EACH OFFER IS A SEPARATE OFFER, AND EACH OFFER MAY BE INDIVIDUALLY AMENDED, EXTENDED OR TERMINATED.

The Offers are made upon the terms and subject to the conditions set forth in the offer to purchase dated September 2, 2025 (the “**Offer to Purchase**”). The Offers are not contingent upon the tender of any minimum principal amount of Notes. However, each Offeror’s obligation to purchase Notes in the Tender Offers is subject to the satisfaction or waiver by us of certain conditions, including the pricing of and receipt of proceeds from an offering of debt securities (the “**New Notes**”) of Suzano Netherlands B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) and a wholly owned finance subsidiary of Suzano (“**Suzano Netherlands**”), denominated in U.S. Dollars, on terms reasonably satisfactory to us, in our sole discretion and subject to applicable law (the “**Debt Financing Transaction**”), generating net proceeds in an amount that is sufficient to effect the repurchase of the Notes validly tendered and accepted for purchase pursuant to the Tender Offers, including the payment of any premiums, Accrued Interest (as defined in the Offer to Purchase) and costs and expenses incurred in connection therewith (the “**Financing Condition**”).

Title of Security	Issuer	Security Identifiers	Principal Amount Outstanding	Reference U.S. Treasury Security	Fixed Spread ⁽¹⁾
5.750% Guaranteed Notes due 2026	Suzano Austria GmbH	CUSIP Nos.: 05674XAA9/A9890AAA8 ISINs: US05674XAA90/USA9890AAA81	US\$16,581,000	4.50% due July 15, 2026	+50 bps
5.500% Guaranteed Notes due 2027	Suzano International Finance B.V.	CUSIP No: N8438JAB4 ISIN: USN8438JAB46	US\$700,000,000	4.00% due January 15, 2027	+50 bps

(1) The applicable Tender Consideration (as defined in the Offer to Purchase) payable for each series of Notes accepted for purchase will be a price per US\$1,000 principal amount of such series of Notes, as described on Schedule A of the Offer to Purchase, that would reflect, as of the applicable Settlement Date (as defined below), a yield to the maturity date for a series of Notes, equal to the sum of the Fixed Spread (as defined in the Offer to Purchase) set forth in the table above plus the applicable Reference Yield (as defined in the Offer to Purchase), calculated in accordance with standard market practice, based on the bid-side price of the applicable Reference U.S. Treasury Security (as defined in the Offer to Purchase) set forth in the table above (as applicable to each series of Notes, the “Reference Security”), as quoted on the Bloomberg Bond Trader FIT4 with respect to such Reference Security at 2:00 p.m., New York City time, on September 8, 2025.

Indicative Timetable for the Offers:

Date	Calendar Date
Commencement of the Offers	September 2, 2025.
Price Determination Date	2:00 p.m., New York City time, on September 8, 2025, unless extended with respect to any Offer by the applicable Offeror in its sole discretion (the " Price Determination Date ").
Withdrawal Date	5:00 p.m. (New York City time) on September 8, 2025, unless extended with respect to any Offer by the applicable Offeror in its sole discretion (the " Withdrawal Date ").
Expiration Date	5:00 p.m. (New York City time) on September 8, 2025, unless extended with respect to any Offer by the applicable Offeror in its sole discretion (the " Expiration Date ").
Guaranteed Delivery Date	5:00 p.m. (New York City time) on the second Business Day following the Expiration Date, expected to be on September 10, 2025, unless the Expiration Date is extended with respect to any Offer by the applicable Offeror in its sole discretion (the " Guaranteed Delivery Date ").
Settlement Date	<p>Promptly after the acceptance by the applicable Offeror for purchase of the Notes validly tendered prior to the Expiration Date, upon satisfaction (or waiver by the applicable Offeror) of each and all of the conditions set forth in this Offer to Purchase.</p> <p>The Offerors expect that the Settlement Date will be the third Business Day following the Expiration Date, which will be September 11, 2025, unless the Expiration Date is extended with respect to any Offer by the applicable Offeror in its sole discretion. (the "Settlement Date")</p>
Guaranteed Delivery Settlement Date	The Offerors expect that the Guaranteed Delivery Settlement Date will be within three Business Days following the Expiration Date, which will be September 11, 2025, unless the Expiration Date is extended with respect to any Offer by the applicable Offeror in its sole discretion (the " Guaranteed Delivery Settlement Date ").

The tender consideration for each US\$1,000 principal amount of each applicable series of Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Offers will be determined in the manner described in the Offer to Purchase by reference to the applicable Fixed Spread for such Notes set forth in the table above plus the yield to maturity of the applicable Reference Security based on the bid-side price of the applicable Reference Security set forth in the table above as quoted on the applicable Reference Page (as defined in the Offer to Purchase) on the Price Determination Date.

Validly tendered Notes may be withdrawn in accordance with the terms of the Offer, at any time prior to 5:00 p.m., New York City time, on September 8, 2025, unless extended, but not thereafter, except as described in the Offer to Purchase or as required by applicable law. The Offerors expect that the Settlement Date will be the third Business Day following the Expiration Date, which will be September 11, 2025, unless the Expiration Date is extended with respect to any Offer by the applicable Offeror in its sole discretion.

Subject to applicable law, we expressly reserve the right, in our sole discretion, to terminate the Offers if the conditions set forth in the Offer to Purchase, including the Financing Condition, are not satisfied. If the Offers are terminated at any time, the Notes tendered will be promptly returned to the tendering Holders (as defined in the Offer to Purchase) without compensation or cost to such Holders and will remain outstanding.

The conditions set forth in the Offer to Purchase, including the Financing Condition, are for our sole benefit and may be waived by us, in whole or in part, in our absolute discretion with respect to one or more of the Offers. Any determination made by us concerning an event, development or circumstance described or referred to above will be conclusive and binding. In addition, subject to applicable law, we may in our absolute discretion terminate one or more of the Offers for any other reason.

Additional Information

In addition to the Tender Consideration (as defined in the Offer to Purchase), holders whose Notes are validly tendered and accepted for purchase pursuant to the Offers will be paid any Accrued Interest on the Notes up to, but excluding, the Settlement Date. For the avoidance of doubt, Accrued Interest will not be paid for any periods following the Settlement Date in respect of any Notes accepted and purchased in the applicable Offer. Accrued Interest on purchased Notes tendered using the Guaranteed Delivery Procedures (as defined in the Offer to Purchase) will cease to accrue on the Settlement Date.

The Offerors have retained BofA Securities, Inc., Credit Agricole Securities (USA) Inc., J.P. Morgan Securities LLC, HSBC Securities (USA) Inc., MUFG Securities Americas Inc., and UBS Securities LLC to serve as dealer managers (the “**Dealer Managers**”) and D.F. King & Co., Inc. (“**D.F. King**”) to serve as tender and information agent for the Offers. The Offer to Purchase and any related supplements are available at the D.F. King website at www.dfking.com/suzano. The full details of the Offers, including complete instructions on how to tender Notes, are included in the Offer to Purchase. Holders of Notes are strongly encouraged to carefully read the Offer to Purchase because it will contain important information. Requests for the Offer to Purchase and any related supplements may also be directed to D.F. King by telephone at +1 (800) 207-3159 (US toll free) or in writing at suzano@dfking.com. Questions about the Offers may be directed to BofA Securities, Inc. by telephone at +1 (888) 292-0070, Credit Agricole Securities (USA) Inc. by telephone at +1 (866) 807-6030, HSBC Securities (USA) Inc. by telephone at +1 (888) HSBC-4LM, J.P. Morgan Securities LLC by telephone at +1 (866) 834-4666, MUFG Securities Americas Inc. by telephone at +1 (212) 405-7481 and UBS Investment Bank by telephone at +1(833) 690-0971.

This news release is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell any securities. The Offers are being made only by, and pursuant to the terms of, the Offer to Purchase. The Offers are not being made in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In any jurisdiction where the laws require the Offers to be made by a licensed broker or dealer, the Offers will be made by the Dealer Managers on behalf of the Offerors. None of the Offerors, D.F. King, the Dealer Managers or the trustee with respect to the Notes, nor any of their affiliates, makes any recommendation as to whether holders should tender or refrain from tendering all or any portion of their Notes in response to the Offers. None of the Offerors, D.F. King the Dealer Managers or the trustee with respect to the Notes, nor any of their affiliates, has authorized any person to give any information or to make any representation in connection with the Offers other than the information and representations contained in the Offer to Purchase.

For further information, please contact:
Phone: +55 11 3503-9330
E-mail: ri@suzano.com.br

This press release may include statements that present Suzano's expectations about future events or results. All statements, when based upon expectations about the future, involve various risks and uncertainties. Suzano cannot guarantee that such statements will prove correct. These risks and uncertainties include factors related to the following: (a) the countries where we operate, especially Brazil; (b) the global economy; (c) the capital markets; (d) the volatility of the prices of the raw materials we sell or purchase to use in our business; and (e) global competition in the markets in which Suzano operates. To obtain further information on factors that may lead to results different from those forecast by Suzano, please consult the reports Suzano files with the U.S. Securities and Exchange Commission (SEC) and the Brazilian *Comissão de Valores Mobiliários* (CVM), and in particular the factors discussed under “Forward-Looking Statements” and “Risk Factors” in Suzano's annual report on Form 20-F.

