

(iv) o Administrador Judicial subtrairá o valor do crédito declarado por cada *Bondholder* ou objeto de decisão judicial específica e individualizada, conforme o caso, para fins de apuração de quórum de resultado de votação, do montante total relacionado na Relação de Credores da Cimento Tupi S/A em favor do agente fiduciário das Escrituras, *The Bank of New York Mellon (Trustee)*, de forma a evitar duplicidade na votação dos créditos. O agente fiduciário poderá, mas não estará obrigado a representar os *Bondholders* que não tiverem seu direito de voz e voto reconhecido nos termos dos itens (i) e (ii) acima, nos exatos termos e observando as regras de escritura de emissão (indenture);

(v) Eventuais alterações de crédito posteriores por força da alienação dos títulos pelos *Bondholders* que individualizaram seus créditos, nos termos do item (i) ou (ii), deverão ser informadas pelo(s) respectivo(s) *Bondholder(s)* vendedor(es) e/ou seus procuradores, representantes e/ou advogados, devendo o *Bondholder* se abster de exercer qualquer direito (voz, voto, etc) em assembleia geral de credores correspondente ao valor dos títulos vendidos, sob pena de responder civil e criminalmente, observando-se ainda o art. 39§3º da Lei 11.101/2005. A informação de alienação deverá ser prestada ao Administrador Judicial, através do e-mail admjudtupi@nraa.com.br (com assunto "Venda de Bond"), em até 48 (quarenta e oito) horas antes da Assembleia Geral de Credores, sem prejuízo da necessidade de informação nos autos do incidente apartado, caso a individualização tenha ocorrido na forma do item (ii);

(vi) na hipótese do item (v), o Administrador Judicial acrescentará, para fins de apuração de quórum e resultado de votação, o valor do crédito vendido e assim declarado pelo(s) respectivo(s) *bondholder(s)* vendedor(es) ao montante total relacionado na Relação de Credores da Cimento Tupi S/A em favor do agente fiduciário *The Bank of New York Mellon (Trustee)*, salvo na hipótese do adquirente dos títulos promover o procedimento de individualização do direito de petição, voz e voto na forma deste Edital;

(vii) Caso, após a individualização, não ocorra a compra e/ou venda de títulos, o(s) *Bondholder(s)* ficar(ão) dispensado(s) da apresentação de nova(s) Declaração(ões) *Bondholder(s)* e documento(s) de titularidade, mantendo-se, para todos os fins, os valores reconhecidos na forma deste Edital.

(viii) Na hipótese de a Assembleia Geral de Credores - AGC não ser instalada em primeira convocação (AGC 1), os credores que não atenderam o prazo previsto no item (i) para participarem da AGC 1, poderão promover a individualização dentro do prazo do item (i) levando-se em conta a data prevista para a segunda convocação da AGC (AGC 2). Caso o prazo para a individualização para a AGC 2 se finde antes da data da AGC 1, a documentação apresentada não será considerada para a AGC 1. Os credores que não individualizaram os seus créditos para as AGCs 1 e 2, poderão promover tal individualização, dentro do prazo do item (i), levando-se em conta a data marcada para a retomada da AGC em continuação, caso tenha ocorrido a suspensão da Assembleia, observando-se as regras anteriores.

(ix) A individualização do crédito nos termos deste edital não afasta a necessidade de o *Bondholder* observar os termos e condições previstos no edital convocatório da Assembleia Geral de Credores, para validar a sua participação no conclave, notadamente os procedimentos e prazos para a apresentação de procuração e para habilitação prévia.

(x) O presente edital, seus anexos e outros documentos pertinentes à recuperação judicial serão disponibilizados no site do Administrador Judicial (<https://nraa.com.br/recuperacao-judicial/cimento-tupi/>), podendo também ser solicitados pelo e-mail já indicado.

Em caso de eventual divergência entre a versão original deste edital em Português e aquela vertida para o inglês, prevalecerá a primeira. Cientes de que este Juízo funciona na Av. Erasmo Braga, nº 115, sala 713 - Lâmina Central, Centro, Rio de Janeiro. Eu, Altair Camara da Silva, Chefe de Serventia, o fiz digitar e o subscrevo. Rio de Janeiro, 13 de setembro de 2021. Doutor LUIZ ALBERTO CARVALHO ALVES - JUIZ DE DIREITO.

PUBLIC ANNOUNCEMENT OF INDIVIDUALIZATION OF CREDITS HELD BY BONDHOLDERS

THE 3RD BUSINESS COURT OF THE CAPITAL OF THE STATE OF RIO DE JANEIRO, on the Judicial Reorganization process of CIMENTO TUPI S/A (Process nº [0012239-96.2021.8.19.0001](#)), informs that, pursuant to decision rendered on pages 8.551/8.554, dated of August, 19th of 2021, determined and authorized that bondholders lenders, holders of bonds/notes (senior unsecured notes) issued by Cimento Tupi S/A, in the historical/main amount of USD 185,000,000.00, through the 1st emission dated of May, 06th, 2011; of USD 100,000,000.00; of the 1st reopening dated of July, 7th, 2012 of USD 50,000,000.00 and 2nd reopening of October, 2nd ,2014, of USD 35,000,000.00, due to May, 11th, 2018, whose total outstanding amount updated until the date of the judicial reorganization request, is listed in class III of list of creditors in the name of the trustee The Bank of New York Mellon, in the total amount of USD 345,446,709.61:

(i) May exercise, individually, the right to voice and vote in the General Assembly of Creditors - GAC, as well as choose among the payment options set forth in the Judicial Recovery Plan (JRP), regardless of a court decision on this specific matter, by establishing an administrative procedure of individualization of bondholder credit to be filed within 15 (fifteen) consecutive days before the date set for the GAC, to the Judicial Administration - Nascimento e Rezende Advogados, through the e-mail admjudtupi@nraa.com.br (subject: "Individualization - Bondholder's Name"), duly accompanied by the following documents:

(a) Self-declaration, or signed by representative, attorney-at-law, advisor or agent of any nature, stating the ownership and the historical/main credit value held by respective Bondholders (Bondholder Declaration) as per template which is integral part of this announcement or other declaration in materially similar terms;

(b) Corporate documents proving the power of representation/ signatory entitlement to sign the Bondholder Declaration (including to sign the "Certificate for Election, Incumbency and Signature") that may be replaced by Notary certificate, along with the respective sworn translations (in case of documentation in foreigner language), whereby notary certifies that the person signing the "Certificate for Election, Incumbency and Signature" and further persons who may be listed in such "Certificate for Election, Incumbency and Signature", were elected for respective titles and may sign on behalf of the bondholder for the documents needed for the individualization;

(c) *Screen Shot, statement of account* and/or any other certificate or declaration issued by the broker or securities custodian or any equivalent document that certifies and confirm the historical/main credit value and the name of the bonds/notes holder, confirming all the information comprised in *Bondholder Declaration* ("Ownership document"), accompanied by the sworn translation, if the document was issued in a foreign language;

(ii) The *bondholder* lender that do not comply with the deadline indicated in item (i), may request the recognition of the individualization of their credits and inherent rights (voice, vote, choice of payment established in the JRP), by judicial decision, through a simple petition, to be filed in a proper, separate, incident named "incident of identification of Bondholders", accompanied by the documents referred to in the previous item, or materially similar documents, not being necessary to file a credit impugnation or habitation procedure;

(iii) The Judicial Administration shall consider each *bondholder* who is entitled to voice and vote acknowledged in above items (i) and (ii) above, as an individual creditor, for quorum number purposes for meeting holding and decisions as provided in art. 45§1st of Law 11,101/2005;

(iv) The Judicial Administrator shall deduct the declared credit value for each Bondholder or the object of specific and individual judicial decision, as applicable, for quorum canvass and the voting result, of the total amount listed in the List of Creditors of Cimento Tupi S/A in favour of Fiduciary Agent indicated in the indentures, The Bank of New York Mellon (Trustee), so to avoid the duplicity in credits voting. The fiduciary agents may, but are not obliged to represent the Bondholders who had not their right to voice and vote acknowledged as provided in above items (i) and (ii), in the exact terms and in accordance with the rules of the indenture;

(v) Eventual amendments due to sale of the bond by Bondholders who have already individualized their credits as provided in above items (i) or (ii), must be informed by respective Bondholder's sellers and/or attorneys-at-law, representatives and/or lawyers, and the Bondholder must abstain from exercising any right (voice, vote, etc.) at the general meeting of creditors corresponding to the value of the bonds sold, under penalty of civil and criminal liability, including the provisions of Article 39, §3rd of Law 11,101/2005. The information regarding sale must be provided to the Judicial Administrator, by e-mail admjudtupi@nraa.com.br (subject: "Bond Sale"), no later than 48 (forty-eight) hours prior to the establishment of the GAC, without prejudice to provide the information on the separated incident, in case of individualization occurred pursuant to item (ii);

(vi) In the event of item (v), the Judicial Administration shall add, for the purpose of quorum canvass and voting results, the credit value sold and thus declared by respective *bondholder* sellers to total amount listed in the Creditors' List of Cimento Tupi S/A in favour of the Fiduciary Agent, The Bank of New York Mellon (Trustee), except in case of the bonds buyer promotes the individualization process for entitlement to claim, voice and vote as set out in this Public Announcement;

(vii) If, after the individualization, the purchase and/or sale of bonds does not occur, the Bondholder(s) will be exempted from submitting new Bondholder Declaration(s) and ownership document(s), maintaining, for all purposes, the recognized values on the terms of this Public Announcement.

(viii) In the hypothesis of the GAC is not held on the first convening (GAC 1), the creditors that did not fulfil the deadline set forth in item (i) for participating in GAC 1, may proceed the individualization within the time limit set forth in item (i), taking into account the date settled for the second convening of the GAC (GAC 2) If the deadline for the individualization for AGC 2 expires before the date of GAC 1, the documentation presented will not be considered for GAC 1. Creditors who have not individualized their credits for GAC 1 and 2 may promote such individualization, within the time limit set forth in item (i), taking into account the date scheduled for the resumption of the GAC in continuation, in case the suspension of the Meeting has occurred, observing the previous rules.

(ix) The individualization of the credit under the terms herein established does not exclude the *Bondholder* to observe the terms and conditions foreseen in the Public Announcement of General Assembly Creditors Convocation, in order to validate their participation in the conclave, notably the procedures and deadlines for the presentation of a power of attorney and for prior qualification.

(x) This public announcement, your attachments and any other document related to the Judicial Reorganization shall be made available on the Judicial Administration website (<https://nraa.com.br/recuperacao-judicial/cimento-tupi/>), and may be requested by the e-mail herein mentioned.

In case of any conflict between the original Portuguese version of this public announcement and the one translated into English, the former shall prevail. This Business Court is located at Av. Erasmo Braga, nº 115, sala 713 - Lâmina Central, Centro, Rio de Janeiro. I, Altair Camara da Silva, Court's Assistant, have typed and sign this document. Rio de Janeiro, September 13th, 2021. LUIZ ALBERTO CARVALHO ALVES - LAW JUDGE