

# OFFER TO PURCHASE AND CONSENT SOLICITATION STATEMENT



**Morgan Stanley & Co. LLC**  
**Offer to Purchase for Cash Any and All**  
**and**

**Solicitation of Consents for Amendments to the Indenture Relating to the**  
**Outstanding US\$446,317,000 10.00% Senior Secured Notes due 2025**

(144A / Regulation S CUSIP Nos.: 30315X AB0 / L40756 AB1;

144A / Regulation S ISIN: US30315XAB01 / USL40756AB19)

of

**FS Luxembourg S.à r.l.**

*(a private limited liability company (société à responsabilité limitée)*

*incorporated under the laws of Luxembourg)*

The Tender Offer (as defined below) and the Consent Solicitation (as defined below) will expire at 5:00 p.m. (New York City time) on February 23, 2024, unless extended by Morgan Stanley & Co. LLC (the “**Offeror**”) (such time and date, as the same may be modified, the “**Expiration Time**”). The deadline for Holders (as defined below) to validly tender (and not validly withdraw) Notes (as defined below) and deliver Consents (as defined below) in the Tender Offer and the Consent Solicitation and be eligible to receive payment of the Total Consideration (as defined below), which includes the Early Tender Payment (as defined below), will be 5:00 p.m. (New York City time) on February 7, 2024, unless extended by the Offeror (such time and date, as the same may be modified, the “**Early Tender Deadline**”). Holders validly tendering Notes and delivering Consents in the Tender Offer and the Consent Solicitation after the Early Tender Deadline and at or prior to the Expiration Time will only be eligible to receive payment of the Tender Offer Consideration (as defined below), which equals the Total Consideration *less* the Early Tender Payment. Tendered Notes may be withdrawn and delivered Consents may be revoked at any time prior to the Early Tender Deadline, unless extended by the Offeror (such time and date, as the same may be modified, the “**Withdrawal Deadline**”), but not thereafter, unless required by applicable law. Holders may not tender their Notes without delivering Consents pursuant to the Consent Solicitation and may not deliver Consents without tendering their Notes pursuant to the Tender Offer.

Description of Notes	CUSIP/ISIN	Outstanding Principal Amount of Notes	Tender Offer Consideration <sup>(1)</sup>	+	Early Tender Payment <sup>(2)</sup>	= Total Consideration <sup>(3)</sup>
10.00% Senior Secured Notes due 2025 (the “ <b>Notes</b> ”)	144A: 30315X AB0 / US30315XAB01 Reg S: L40756 AB1 / USL40756AB19	US\$446,317,000	US\$996.25		US\$50.00	US\$1,046.25

(1) The amount to be paid for each US\$1,000 principal amount of Notes validly tendered (and not withdrawn) and accepted for purchase, not including Accrued Interest (as defined below).

(2) The additional amount to be paid for each US\$1,000 principal amount of Notes validly tendered (and not withdrawn) at or prior to the Early Tender Deadline and accepted for purchase, not including Accrued Interest.

(3) For each US\$1,000 principal amount of Notes validly tendered (and not withdrawn) and accepted for purchase, the Total Consideration equals the Tender Offer Consideration *plus* the Early Tender Payment, not including Accrued Interest.

None of the Offeror, FS Luxembourg S.à r.l. (the “**Issuer**”), FS Indústria de Biocombustíveis Ltda. (“**FS Ltda.**”) and FS I Indústria de Etanol S.A. (“**FS S.A.**”, and together with FS Ltda., “**FS**” or the “**Guarantors**”), the Dealer Manager and the Solicitation Agent (as defined below), the Information and Tender Agent (as defined below), the Trustee (as defined below) or any of their respective affiliates is making any recommendation as to whether any Holder (as defined below) should tender or refrain from tendering any or all of such Holder’s Notes, or whether any Holder should deliver or refrain from delivering any Consents with respect thereto, nor has any of them authorized any person to make any such recommendation. Each Holder must make its own decision as to whether to tender Notes and as to whether to deliver Consents and, if so, as to how many Notes to tender and Consents to deliver. See “Risk Factors” and “Taxation” for a discussion of certain factors that should be considered in evaluating the Tender Offer and the Consent Solicitation.

*The Dealer Manager for the Tender Offer and the Solicitation Agent for the Consent Solicitation is:*

**Morgan Stanley**

January 25, 2024

## **Tender Offer and Consent Solicitation**

The Offeror is making an offer to purchase for cash (the “Tender Offer”) any and all of the aggregate outstanding principal amount of the Notes from the holders thereof (the “Holders”) on the terms and subject to the conditions set forth in this Offer to Purchase and Consent Solicitation Statement (this “Offer to Purchase”). The Notes are unconditionally and irrevocably guaranteed by the Guarantors.

Concurrently with the Tender Offer, the Offeror is soliciting consents (the “Consents”) from Holders (the “Consent Solicitation”) to the Proposed Amendments (as defined below) to the indenture, dated as of December 15, 2020, amended as of July 5, 2022 and supplemented as of July 12, 2022 (the “Indenture”), between the Issuer, the Guarantors, The Bank of New York Mellon, as trustee (the “Trustee”), registrar, transfer agent and paying agent, and TMF Brasil Administração e Gestão de Ativos Ltda., as collateral agent (the “Collateral Agent”), pursuant to which the Notes were issued. The Proposed Amendments would (i) eliminate the collateral package under the Indenture; (ii) eliminate substantially all of the restrictive covenants, as well as various events of default and related provisions contained in the Indenture; and (iii) reduce the minimum notice period to Holders in the case of an optional redemption pursuant to Section 3.05 of the Indenture from 30 days to three Business Days (as defined in the Indenture). If Holders tender their Notes pursuant to the Tender Offer, they will also be providing Consents with respect to the Proposed Amendments with respect to such Notes. Holders may not tender their Notes without also providing Consents with respect to such Notes. Holders may not provide their Consents without also tendering their Notes.

In order for the Proposed Amendments to be adopted, Consents for the Proposed Amendment for Elimination and/or Changes of Covenants (as defined below) must be received in respect of at least a majority of the aggregate outstanding principal amount of the Notes (the “Majority Consent”) and Consents for the Proposed Amendment for Collateral Removal (as defined below) must be received in respect of at least two thirds of the aggregate outstanding principal amount of the Notes (the “Two-Thirds Consent”) (each of the Two-Thirds Consent and the Majority Consent, a “Requisite Consent”). For the avoidance of doubt, if the Two-Thirds Consent is obtained, a Consent for the Proposed Amendment for Elimination and/or Changes of Covenants shall also be deemed to be obtained. If the Offeror receives any Requisite Consent, the Issuer, the Guarantors, the Trustee and the Collateral Agent will execute a supplemental indenture to the Indenture (the “Supplemental Indenture”) containing the applicable Proposed Amendments to the Indenture; however, the Supplemental Indenture and the applicable Proposed Amendments will not be effective and operative until the Final Settlement Date and consummation of the Exchange (as defined below). Adoption of any of the Proposed Amendments will have adverse consequences for Holders who elect to not tender Notes in the Tender Offer.

The Total Consideration includes the Early Tender Payment, payable only to Holders who validly tender (and do not withdraw) their Notes and validly deliver (and do not revoke) the related Consents at or prior to the Early Tender Deadline. Holders who validly tender (and do not withdraw) their Notes and validly deliver (and do not revoke) the related Consents after the Early Tender Deadline but at or prior to the Expiration Time will be eligible to receive the Tender Offer Consideration, which amount will be equal to the Total Consideration *less* the Early Tender Payment. In addition, the Offeror will pay accrued and unpaid interest on the principal amount of Notes accepted for purchase from the most recent interest payment date on the Notes to, but not including, the applicable Settlement Date (as defined below) for such Notes (“Accrued Interest”). For the avoidance of doubt, Accrued Interest will not be paid for any periods following the applicable Settlement Date in respect of any Notes accepted for purchase.

Any questions or requests for assistance concerning the Tender Offer and the Consent Solicitation may be directed to Morgan Stanley & Co. LLC, as the dealer manager for the Tender Offer and the solicitation agent for the Consent Solicitation (the “Dealer Manager” the “Solicitation Agent,” respectively), at its address and telephone numbers set forth on the back cover page of this Offer to Purchase. Requests for additional copies of this Offer to Purchase or any other document relating to the Tender Offer or the Consent Solicitation may be directed to D.F. King & Co., Inc. (“D.F. King”), the information agent and tender agent (the “Information and Tender Agent”) for the Tender Offer and the Consent Solicitation, at its address and telephone numbers set forth on the back cover page of this Offer to Purchase.

## IMPORTANT INFORMATION

This Offer to Purchase contains important information. You should read this Offer to Purchase in its entirety before you make any decision with respect to the Tender Offer and the Consent Solicitation.

### Purpose

The principal purpose of the Tender Offer and the Consent Solicitation is for the Offeror to acquire any and all of the aggregate outstanding principal amount of the Notes and to obtain the Two-Thirds Consent to the Proposed Amendments, and the principal purpose of the Exchange (as defined below) is for the Issuer and the Guarantors to manage their liabilities.

The Issuer and the Guarantors have consented to the Offeror making the Tender Offer and the Consent Solicitation described in this Offer to Purchase. It is intended that the Notes validly tendered (and not withdrawn) and purchased by the Offeror in the Tender Offer will be exchanged by the Offeror with the Issuer by no later than two business days after the Early Settlement Date (the “Exchange”). The consideration that the Offeror will receive from the Issuer in the Exchange is fixed pursuant to a formula set forth in an exchange settlement agreement between the Offeror, the Issuer and the Guarantors, dated as of the date of this Offer to Purchase.

### Financing Transaction

The Tender Offer and the Consent Solicitation are conditioned upon, among other things, (1) the Issuer generating net proceeds (including, among other possibilities, subject to market conditions and on terms satisfactory to the Issuer, by way of consummation of a potential offering of new debt securities) in an amount that is at least equal to the amount sufficient to effect the repurchase by the Issuer from the Offeror of the Notes validly tendered and accepted for purchase pursuant to the Tender Offer, including the payment of any premiums, Accrued Interest and costs and expenses incurred in connection therewith, at or prior to the Final Settlement Date (the “Financing Condition”), and (2) such Financing Condition being sufficient to meet the obligations of the Issuer under the Exchange Settlement Condition (as defined below). No assurance can be given that the Financing Condition or the Exchange Settlement Condition will be satisfied or waived. See “Conditions to the Tender Offer and the Consent Solicitation.”

**In no event will the information contained in this Offer to Purchase constitute an offer to sell or a solicitation of an offer to buy new debt securities, including any new debt securities that may be issued in connection with the Financing Condition.**

### Proposed Amendments; Supplemental Indenture

As of the date of this Offer to Purchase, the outstanding aggregate principal amount of the Notes is US\$446,317,000. If any Requisite Consent is obtained, the Issuer, the Guarantors, the Trustee and the Collateral Agent will execute the Supplemental Indenture providing for the applicable Proposed Amendments; however, the Supplemental Indenture and the applicable Proposed Amendments will not be effective and operative until the Final Settlement Date and consummation of the Exchange. Once the Supplemental Indenture is executed and if all Proposed Amendments become operative, any Notes that remain outstanding will no longer be entitled to the benefit of the collateral package, substantially all of the restrictive covenants and various events of default and related provisions contained in the Indenture. See “Proposed Amendments.”

**The Consent Solicitation will be terminated if no Requisite Consent is obtained and, in such case, none of the Proposed Amendments to the Indenture will become effective. However, the Offeror reserves the right in its sole discretion to accept and purchase Notes tendered pursuant to the Tender Offer if no Requisite Consent is obtained.**

Holders may not tender their Notes without delivering Consents pursuant to the Consent Solicitation and may not deliver Consents without tendering their Notes pursuant to the Tender Offer. The valid tender of Notes by a Holder pursuant to the Tender Offer will constitute the valid delivery of a Consent by such Holder to the Proposed Amendments with respect to such Notes. The Offeror is not soliciting and will not accept Consents from Holders who are not tendering their Notes pursuant to the Tender Offer. Adoption of any of the Proposed Amendments will have adverse consequences for Holders who elect not to tender Notes in the Tender Offer.

## **Withdrawal of Tenders; Revocation of Consents**

Notes validly tendered and Consents validly delivered prior to the Withdrawal Deadline may be withdrawn and revoked at any time prior to the Withdrawal Deadline, but not thereafter, unless required by applicable law. Notes validly tendered and Consents validly delivered at or after the Withdrawal Deadline may not be withdrawn or revoked, unless required by applicable law. Holders may not withdraw their Notes without revoking the related Consents pursuant to the Consent Solicitation and may not revoke their Consents without withdrawing the related Notes pursuant to the Tender Offer. A Holder who validly withdraws but re-tenders its previously tendered Notes after the Early Tender Deadline, but at or prior to the Expiration Time, will receive the Tender Offer Consideration *plus* Accrued Interest, but not the Early Tender Payment. A Holder who validly withdraws previously tendered Notes prior to the Withdrawal Deadline and does not re-tender such Holder's previously tendered Notes at or prior to the Expiration Time will not receive the Tender Offer Consideration, the Early Tender Payment or, in the context of the Tender Offer, Accrued Interest.

Tenders of Notes pursuant to the Tender Offer and delivery of Consents pursuant to the Consent Solicitation will be accepted only in minimum denominations of US\$200,000 principal amount and integral multiples of US\$1,000 in excess thereof.

## **Settlement**

Assuming acceptance by the Offeror of all Notes validly tendered (and not validly withdrawn) at or prior to the Early Tender Deadline, the Offeror intends to accept such Notes for purchase on the Early Settlement Date (as defined below). Payment in cash of an amount equal to the Total Consideration *plus* Accrued Interest for such accepted Notes will be made on the early settlement date, which is expected to be within one business day after the Early Tender Deadline or as promptly as practicable thereafter (the "Early Settlement Date").

Assuming acceptance by the Offeror of all Notes validly tendered (and not validly withdrawn) after the Early Tender Deadline, but at or prior to the Expiration Time, the Offeror intends to accept such Notes for purchase on the Final Settlement Date (as defined below). Payment in cash of an amount equal to the Tender Offer Consideration *plus* Accrued Interest for such accepted Notes will be made on the final settlement date, which is expected to be within one business day after the Expiration Time or as promptly as practicable thereafter (the "Final Settlement Date").

Each of the Early Settlement Date and the Final Settlement Date are referred to in this Offer to Purchase as a "Settlement Date."

## **Conditions to the Tender Offer and the Consent Solicitation**

The Offeror's obligation to accept for purchase, and to pay for, Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is conditioned upon the satisfaction or, when applicable, waiver of the following conditions: (1) the Financing Condition; (2) the Exchange Settlement Condition (as defined below); and (3) the General Conditions (as defined below). See "Conditions to the Tender Offer and the Consent Solicitation."

The Offeror reserves the right, subject to applicable law, in its sole discretion, to waive any of the conditions of the Tender Offer and the Consent Solicitation, in whole or in part, at any time and from time to time. However, the Issuer may not effect any of the Proposed Amendments if the Offeror does not receive the applicable Requisite Consent.

The Offeror also reserves the right, subject to applicable law, in its sole discretion to (1) extend, terminate or withdraw the Tender Offer and the Consent Solicitation at any time or (2) otherwise amend the Tender Offer and/or the Consent Solicitation in any respect at any time and from time to time. The foregoing rights are in addition to the right to delay acceptance for purchase of Notes tendered pursuant to the Tender Offer or the payment of Notes accepted for purchase pursuant to the Tender Offer, subject to Rule 14e-1 under the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"). In the event that the Tender Offer and the Consent Solicitation are terminated, withdrawn or otherwise not completed, neither the Total Consideration nor the Tender Offer Consideration, as the case may be, will be paid or become payable, all Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders, all Consents delivered pursuant to the Consent Solicitation will be rescinded and the Supplemental Indenture will not be executed and the Proposed Amendments will not be adopted.

## IMPORTANT DATES

Holders should take note of the following dates and times in connection with the Tender Offer and the Consent Solicitation.

Date	Calendar Date and Time	Event
Commencement.....	January 25, 2024	Commencement of the Tender Offer and the Consent Solicitation.
Withdrawal Deadline.....	5:00 p.m. (New York City time) on February 7, 2024, unless extended by the Offeror.	Deadline to validly withdraw tendered Notes and revoke delivered Consents.
Early Tender Deadline.....	5:00 p.m. (New York City time) on February 7, 2024, unless extended by the Offeror.	Deadline to tender Notes and deliver Consents in order to be eligible to receive the Total Consideration <i>plus</i> Accrued Interest on the Early Settlement Date. Each Holder that validly tenders its Notes and delivers its Consents after the Early Tender Deadline but at or prior to the Expiration Time will only be eligible to receive the Tender Offer Consideration <i>plus</i> Accrued Interest.
Early Settlement Date.....	Expected on or about one business day following the Early Tender Deadline, which would be February 8, 2024, unless the Early Tender Deadline is extended by the Offeror.	Date on which payment of the Total Consideration <i>plus</i> Accrued Interest will be made with respect to Notes validly tendered at or prior to the Early Tender Deadline and not validly withdrawn at or prior to the Withdrawal Deadline and accepted by the Offeror for purchase.
Expiration Time.....	5:00 p.m. (New York City time) on February 23, 2024, unless extended by the Offeror.	Deadline to tender Notes and deliver Consents in order to be eligible to receive the Tender Offer Consideration <i>plus</i> Accrued Interest on the Final Settlement Date. Each Holder that validly tenders its Notes and delivers its Consents after the Early Tender Deadline but at or prior to the Expiration Time will only be eligible to receive the Tender Offer Consideration <i>plus</i> Accrued Interest.
Final Settlement Date .....	Expected on or about one business day following the Expiration Time, which would be February 26, 2024, unless the Expiration Time is extended by the Offeror.	Date on which payment of the Tender Offer Consideration <i>plus</i> Accrued Interest will be made with respect to Notes validly tendered after the Early Tender Deadline but at or prior to the Expiration Time and accepted by the Offeror for purchase.

The above dates and times relating to the Tender Offer and the Consent Solicitation are indicative only and are subject to change. See “The Tender Offer and the Consent Solicitation—Expiration Time, Early Tender Deadline and Withdrawal Deadline; 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 Tender Offer and the Consent Solicitation in accordance with the terms and conditions as described in this Offer to Purchase in order to meet the deadlines set out above. The deadlines set by DTC (as defined below) or any such intermediary for the submission of tenders of Notes may be earlier than the relevant deadlines specified in this Offer to Purchase.

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## NOTICE TO HOLDERS

You should rely only upon the information contained in this Offer to Purchase. The Offeror, the Issuer, the Guarantors, the Dealer Manager, the Solicitation Agent, the Information and Tender Agent and the Trustee have not authorized any other person to provide you with additional, different or inconsistent information. If anyone provides you with additional, different or inconsistent information, you should not rely on it. You should assume that the information appearing in this Offer to Purchase is accurate only as of the date on the front cover page. The Guarantors' business, financial condition, results of operations and prospects may have changed since that date.

The Issuer and the Guarantors have summarized certain documents and other information in a manner that they believe to be accurate, but refer you to the actual documents for a more complete understanding of what is discussed in this Offer to Purchase. In making a decision as to whether or not to participate in the Tender Offer and the Consent Solicitation, you must rely on your own examination of the Guarantors' business and the terms and conditions of the Tender Offer and the Consent Solicitation, as well as the Notes, including the merits and risks involved.

The information in this Offer to Purchase has been prepared solely by the Issuer and the Guarantors, and the Offeror makes no representation as to its accuracy or completeness. The Offeror further makes no representation with respect to any of the information contained in this Offer to Purchase regarding the Issuer or the Guarantors. The Offeror cannot give any assurance that all events occurring prior to the date of this Offer to Purchase that could affect the price of the Notes have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning the Issuer or the Guarantors could affect the value of the Notes.

**This Offer to Purchase does not constitute (1) an offer to purchase or the solicitation of an offer to sell Notes, (2) an offer to sell or the solicitation of an offer to buy new debt securities, including any new debt securities that may be issued in connection with the Financing Condition, or (3) a solicitation of Consents in any jurisdiction in which such offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require the Tender Offer or the Consent Solicitation to be made by a licensed broker or dealer, the Tender Offer and the Consent Solicitation shall be deemed to be made by the Offeror, the Dealer Manager, the Solicitation Agent or by 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 implication that there has been no change in the affairs of the Issuer, the Guarantors or their respective affiliates since the date of this Offer to Purchase, or that the information included in this Offer to Purchase is correct as of any time subsequent to the date hereof.**

**THIS OFFER TO PURCHASE HAS NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY OTHER SECURITIES COMMISSION OR REGULATOR, NOR HAS THE SEC OR ANY OTHER SECURITIES COMMISSION OR REGULATOR PASSED UPON THE FAIRNESS OR MERITS OF THE TENDER OFFER OR THE CONSENT SOLICITATION OR UPON THE ACCURACY OR ADEQUACY OF THIS OFFER TO PURCHASE OR ANY OF THE OTHER DOCUMENTS DELIVERED HERewith. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE.**



## **FORWARD-LOOKING STATEMENTS**

This Offer to Purchase includes statements reflecting assumptions, expectations, projections, intentions or beliefs about future events that are intended as “forward-looking statements.” All statements included in this Offer to Purchase, other than statements of historical fact, that address activities, events or developments that the Issuer and the Guarantors expect, believe or anticipate will or may occur in the future are forward-looking statements. These statements represent the Issuer’s and the Guarantors’ reasonable judgment on the future based on various factors and using numerous assumptions, and are subject to known and unknown risks, uncertainties and other factors that could cause the Issuer’s and the Guarantors’ actual results and financial position to differ materially from those contemplated by the forward-looking statements. You can identify these forward-looking statements by the fact that they do not relate strictly to historical or current facts. They use words such as “anticipate”, “could”, “estimate”, “expect”, “forecast”, “may”, “plan”, “project”, “should”, “will” and other words of similar meaning. The Issuer and the Guarantors caution you not to place undue reliance on any forward-looking statements, which speak only as of the date made. The Issuer and the Guarantors undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise.

## **RISK FACTORS**

You should carefully consider the risks and uncertainties described below and the other information included in this Offer to Purchase before you decide whether to tender your Notes pursuant to the Tender Offer and deliver Consents pursuant to the Consent Solicitation.

### ***The Tender Offer will result in reduced liquidity for the Notes that are not purchased.***

To the extent that fewer than all of the Notes are tendered and accepted for purchase in the Tender Offer, the trading market for the Notes that remain outstanding following the Tender Offer may become significantly more limited. A debt security with a smaller outstanding principal amount available for trading (a smaller “float”) may command a lower price than would a comparable debt security with a greater float. Therefore, market prices for Notes that are not tendered and accepted in the Tender Offer may be adversely affected to the extent that the principal amount of Notes purchased pursuant to the Tender Offer, or otherwise, reduces the float. The reduced float may also make market prices more volatile. Holders whose Notes were not tendered and accepted in the Tender Offer may attempt to obtain quotations for their Notes from their brokers; however, there can be no assurance that any trading market for the Notes will exist or be sustained following the consummation of the Tender Offer. The extent of the public market for the Notes following the consummation of the Tender Offer will depend upon, among other things, the remaining outstanding principal amount of Notes after the Tender Offer, the number of beneficial owners remaining at such time, the interest in maintaining a market in the Notes on the part of securities firms and other factors.

### ***The Issuer expressly reserves the right to purchase or redeem any Notes that remain outstanding after the Expiration Time.***

The Issuer reserves the right, in its sole discretion, at any time or from time to time after the Expiration Time, to purchase, for cash, other consideration or a combination thereof, any Notes that are not tendered and accepted in the Tender Offer, through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as the Issuer may determine or negotiate, which prices may be more or less than the consideration to be paid to Holders pursuant to the Tender Offer.

Additionally, pursuant to the provisions of the Notes and the Indenture, the Issuer may elect to redeem, defease or discharge any Notes at any time whether or not this Tender Offer is consummated, including, without limitation, any Notes that remain outstanding after the Expiration Time. Any of these events would further reduce the float of the Notes.

### ***The Proposed Amendments seek to eliminate the collateral package and substantially all of the restrictive covenants, as well as various events of default and related provisions contained in the Indenture.***

The Proposed Amendments seek to eliminate the collateral package and substantially all of the restrictive covenants, as well as various events of default and related provisions contained in the Indenture. If any of the Proposed Amendments become effective, Notes that are not tendered and accepted pursuant to the Tender Offer will remain outstanding and will be subject to the terms of the Indenture, as amended by the applicable Proposed Amendments and reflected in the Supplemental Indenture. The elimination of all or a portion of these provisions would permit the Issuer and the Guarantors to take actions that could increase the credit risks faced by Holders whose Notes are not purchased pursuant to the Tender Offer for any reason, adversely affect the market price of the remaining Notes and otherwise be materially adverse to the interests of the Holders of the remaining Notes. See “Proposed Amendments.”

### ***The Tender Offer and the Consent Solicitation may be cancelled, delayed or amended.***

The Offeror has the right to terminate or withdraw the Tender Offer and the Consent Solicitation in its sole discretion if a condition to its obligations to purchase the Notes is not satisfied or waived at or prior to any applicable date. Even if the Tender Offer and the Consent Solicitation are consummated, they may not be consummated on the schedule described in this Offer to Purchase. Accordingly, Holders participating in the Tender Offer and the Consent Solicitation may have to wait longer than expected to receive their consideration (or to have their Notes returned to them in the event the Offeror terminates the Tender Offer), during which time such Holders will not be able to effect transfers or sales of their Notes. Tenders of Notes may be validly withdrawn at any time at or before the Withdrawal Deadline, but not thereafter, unless otherwise required by applicable law. In addition,

subject to certain limits, the Offeror has the right to amend the terms of the Tender Offer prior to the Expiration Time.

***The consideration to be received in the Tender Offer and the Consent Solicitation does not reflect any valuation of the Notes and is subject to general economic and market volatility.***

None of the Offeror or any of its affiliates, or the Issuer's or the Guarantors' board of managers, board of directors, or their respective management, has made any determination that the consideration to be received pursuant to the Tender Offer and the Consent Solicitation represents a fair valuation of the Notes. None of the Offeror, the Issuer or the Guarantors has obtained a fairness opinion from any financial advisor or other person about the fairness to them or the Holders of Notes of the consideration to be received by Holders who validly tender their Notes, and whose Notes are accepted for purchase, pursuant to the Tender Offer.

***There are limits on your ability to withdraw validly tendered Notes.***

Validly tendered Notes may be validly withdrawn at any time at or prior to the Withdrawal Deadline, but not thereafter. Holders of Notes who tender their Notes after the relevant Withdrawal Deadline may not withdraw their tendered Notes unless required by applicable law.

## **THE ISSUER**

The Issuer is a special purpose finance company and FS Ltda.'s wholly-owned subsidiary, incorporated under the laws of Luxembourg as a private limited liability company (*société à responsabilité limitée*). The registered office of the Issuer is 9 rue de Bitbourg, L-1273, Luxembourg, and the Issuer is registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B247075.

The Issuer does not have any subsidiaries or an equity participation in any other person or entity.

## THE GUARANTORS

FS is one of the largest corn-based ethanol producers in Brazil and one of the largest low-cost, low-carbon producers of biofuels, animal nutrition products and renewable energy in Brazil. FS's three operating facilities, which are located in the cities of Lucas do Rio Verde, Sorriso and Primavera do Leste in the state of Mato Grosso have an estimated aggregate production capacity of 2.1 billion liters of anhydrous ethanol per year. FS was the first Brazilian company to produce ethanol exclusively from corn and currently is the fourth largest ethanol producer in Brazil.

FS Ltda. is a limited liability company (*sociedade limitada*) organized and existing under the laws of Brazil. Its principal executive office is located at Estrada A-01, Avenida das Indústrias, s/nº - Distrito Industrial Senador Atílio Fontana, Lucas do Rio Verde, state of Mato Grosso, Brazil, and its general telephone number is +55 (65) 3548-1500.

FS S.A. is a corporation (*sociedade anônima*) incorporated and existing under the laws of Brazil. Its principal executive office is located at Estrada A-01, Avenida das Indústrias, s/nº - Distrito Industrial Senador Atílio Fontana, Lucas do Rio Verde, state of Mato Grosso, Brazil, and its general telephone number is +55 (65) 3548-1500.

The Guarantors' website address is <http://fsbioenergia.com.br/en/>. The information included or referred to on or otherwise accessible through the Guarantors' website is not included in or incorporated by reference into this Offer to Purchase.

## **THE TENDER OFFER AND THE CONSENT SOLICITATION**

### **Introduction**

The Offeror hereby offers to purchase, on the terms and subject to the conditions set forth in this Offer to Purchase, any and all of the aggregate outstanding principal amount of the Notes.

### **Purpose**

The principal purpose of the Tender Offer and the Consent Solicitation is for the Offeror to acquire any and all of the aggregate outstanding principal amount of the Notes and to obtain the Two-Thirds Consent to the Proposed Amendments, and the principal purpose of the Exchange is for the Issuer and the Guarantors to manage their liabilities.

### **Position Regarding the Tender Offer and the Consent Solicitation**

None of the Offeror, the Issuer, the Guarantors, the Dealer Manager, the Solicitation Agent, the Information and Tender Agent, the Trustee or any of their respective affiliates is making any recommendation as to whether any Holder should tender or refrain from tendering any or all of such Holder's Notes, or whether any Holder should deliver or refrain from delivering any Consents with respect thereto, nor has any of them authorized any person to make any such recommendation. Each Holder must make its own decision as to whether to tender Notes and as to whether to deliver Consents and, if so, as to how many Notes to tender and Consents to deliver. If Holders tender their Notes pursuant to the Tender Offer, they will also be providing Consents with respect to the Proposed Amendments with respect to such Notes. Holders may not tender their Notes without also providing Consents with respect to such Notes. Holders may not provide their Consents without also tendering their Notes. Holders are urged to carefully review all of the information contained in this Offer to Purchase and consult their own investment and tax advisors before making a decision as to whether to tender Notes and to deliver Consents.

### **Consideration**

Holders who validly tender their Notes at or prior to the Early Tender Deadline and who do not validly withdraw their Notes will be eligible to receive the Total Consideration.

Holders who validly tender their Notes after the Early Tender Deadline but at or prior to the Expiration Time will be eligible to receive only the Tender Offer Consideration.

Any payment of the Total Consideration or the Tender Offer Consideration, as the case may be, will be paid together with Accrued Interest. All Notes accepted for purchase pursuant to the Tender Offer will accrue interest from the most recent interest payment date on the Notes to, but not including, the applicable Settlement Date for such Notes, unless there is a default in the payment of amounts payable pursuant to the Tender Offer. All Notes not tendered or accepted for purchase shall continue to accrue interest until they are cancelled.

The Offeror's obligation to accept for purchase the Notes that are tendered pursuant to the Tender Offer is subject to the conditions described below under "Conditions to the Tender Offer and the Consent Solicitation."

### **Consent Solicitation; Proposed Amendments; Supplemental Indenture**

Concurrently with the Tender Offer, the Offeror is soliciting, on the terms and subject to the conditions set forth in this Offer to Purchase, Consents from Holders with respect to the Proposed Amendments to the Indenture, which would, among other things, (i) eliminate the collateral package under the Indenture; (ii) eliminate substantially all of the restrictive covenants, as well as various events of default and related provisions contained in the Indenture; and (iii) reduce the minimum notice period to Holders in the case of an optional redemption pursuant to Section 3.05 of the Indenture from 30 days to three Business Days (as defined in the Indenture). The Proposed Amendments constitute a single proposal, and a tendering Holder must consent to the Proposed Amendments in their entirety and may not consent selectively with respect to certain of the Proposed Amendments. The valid tender of Notes by a Holder pursuant to the Tender Offer will constitute the giving of a Consent to the Proposed Amendments by such Holder with respect to such Notes. Holders may not deliver their Consents without tendering their Notes pursuant to the Tender Offer. From and after the date on which the Supplemental Indenture is executed, each Holder whose Notes have not been validly tendered in the Tender Offer and accepted for purchase will be bound by the applicable Proposed Amendments. See "Proposed Amendments."

If any Requisite Consent is obtained, (i) the Issuer will direct the Information and Tender Agent to deliver written confirmation of the applicable Requisite Consents to the Trustee and the Holders who have tendered Notes and delivered Consents at or prior to the Expiration Time, (ii) the Issuer will deliver to the Trustee an Officer's Certificate from the Issuer regarding the validly tendered Notes and the acceptance of Consents validly delivered and not validly withdrawn pursuant to the terms of the Tender Offer and Consent Solicitation and (iii) the Issuer, the Guarantors, the Trustee and the Collateral Agent will execute the Supplemental Indenture, which will provide for the applicable Proposed Amendments. However, the Supplemental Indenture and the applicable Proposed Amendments will not be effective and operative until the Final Settlement Date and consummation of the Exchange.

**The applicable Proposed Amendments will be binding on all Holders whose Notes are not validly tendered and accepted for purchase pursuant to the Tender Offer and may have adverse consequences for such Holders. See "Risk Factors—The Proposed Amendments seek to eliminate the collateral package and substantially all of the restrictive covenants, as well as various events of default and related provisions contained in the Indenture."**

**The Consent Solicitation will be terminated if no Requisite Consent is obtained and, in such case, none of the Proposed Amendments to the Indenture will become effective. However, the Offeror reserves the right in its sole discretion to accept and purchase Notes tendered pursuant to the Tender Offer if no Requisite Consent is obtained.**

### **Financing Transaction**

The Tender Offer and the Consent Solicitation are conditioned upon, among other things, the satisfaction or waiver of the Financing Condition and the Exchange Settlement Condition, and no assurance can be given that the Financing Condition and the Exchange Settlement Condition will be satisfied or waived. **This Offer to Purchase does not constitute an offer to sell or a solicitation of an offer to buy new debt securities, including any new debt securities that may be issued in connection with the Financing Condition.**

### **Expiration Time, Early Tender Deadline and Withdrawal Deadline; Extensions; Amendments; Termination**

The Offeror reserves the right to extend the Expiration Time, the Early Tender Deadline, the Withdrawal Deadline, the Early Settlement Date or Final Settlement Date for such period or periods as it may determine from time to time, in its sole discretion, by giving oral (to be confirmed in writing) or written notice of such extension to the Information and Tender Agent. In case of an extension of the Early Tender Deadline or the Expiration Time, as the case may be, the Offeror will make a public announcement thereof by press release at or prior to 9:00 a.m. (New York City time) on the next business day following the previously scheduled Early Tender Deadline or Expiration Time, as the case may be. During any extension of the Tender Offer, all Notes validly tendered and not accepted for purchase will remain subject to the Tender Offer and may, subject to the terms and conditions of the Tender Offer, be accepted for purchase. During any extension of the Consent Solicitation, all delivered Consents will remain effective, unless validly revoked prior to the Withdrawal Deadline, as extended.

To the extent the Offeror is legally permitted to do so, the Offeror expressly reserves the right, in its sole discretion, at any time to (1) waive any condition to the Tender Offer and the Consent Solicitation, (2) amend any of the terms of the Tender Offer and/or the Consent Solicitation or (3) modify the Tender Offer Consideration or the Early Tender Payment, in any such case without extending the Expiration Time, the Early Tender Deadline, the Withdrawal Deadline, the Early Settlement Date or the Final Settlement Date; *provided* that, in the event the Offeror modifies the Tender Offer Consideration, the Tender Offer will be extended, if necessary, such that the Expiration Time is at least 10 business days from the date of such modification. Any waiver, amendment or modification of the Tender Offer and/or the Consent Solicitation will apply to all Notes tendered pursuant to the Tender Offer. If the Offeror makes a material change in the terms or waives a material condition of the Tender Offer or the Consent Solicitation, the Offeror will give oral (to be confirmed in writing) or written notice of such material change or waiver to the Information and Tender Agent and will disseminate additional offer documents to Holders and extend the Tender Offer and the Consent Solicitation to the extent required by applicable law or regulation, and as it deems to be adequate to permit Holders to tender or withdraw Notes or to deliver or revoke their Consents.

To the extent the Offeror is legally permitted to do so, the Offeror also expressly reserves the right, in its sole discretion, at any time, to terminate or withdraw the Tender Offer and the Consent Solicitation. The Offeror may not terminate the Tender Offer without also terminating the Consent Solicitation and may not terminate the Consent Solicitation without also terminating the Tender Offer. In the event that the Tender Offer and the Consent

Solicitation are terminated, withdrawn or otherwise not completed, neither the Total Consideration nor the Tender Offer Consideration, as the case may be, nor, in the context of the Tender Offer, Accrued Interest, will be paid or become payable, all Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders, all Consents delivered pursuant to the Consent Solicitation will be rescinded and the Supplemental Indenture will not be executed and the Proposed Amendments will not be adopted.

#### **Additional Purchases of Notes**

The Issuer reserves the right, in its sole discretion, at any time or from time to time after the Expiration Time, to purchase, for cash, other consideration or a combination thereof, any Notes that are not tendered and accepted in the Tender Offer, through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as the Issuer may determine or negotiate, which prices may be more or less than the consideration to be paid to Holders pursuant to the Tender Offer.

Additionally, pursuant to the provisions of the Notes and the Indenture, the Issuer may elect to redeem, defease or discharge any Notes at any time whether or not this Tender Offer is consummated, including, without limitation, any Notes that remain outstanding after the Expiration Time.

For more information, see “Risk Factors—The Issuer expressly reserves the right to purchase or redeem any Notes that remain outstanding after the Expiration Time.”

#### **No Appraisal or Similar Rights**

Neither the Indenture nor applicable law gives any Holder any appraisal or similar rights to request a court or other person to value their outstanding Notes in connection with the Tender Offer or the Consent Solicitation.



## PROCEDURES FOR TENDERING NOTES AND DELIVERING CONSENTS

### General

For a Holder to be eligible to receive either the Total Consideration or the Tender Offer Consideration, as the case may be, and, in the context of the Tender Offer, Accrued Interest (1) the Holder must validly tender its Notes pursuant to the Tender Offer and (2) the Holder must deliver the related Consents pursuant to the Consent Solicitation, in each case at or prior to the Early Tender Deadline or the Expiration Time, as the case may be, and not withdraw those Notes or revoke the related Consents prior to the Withdrawal Deadline. The tender of Notes pursuant to the Tender Offer and in accordance with the procedures described below will constitute the delivery of a Consent with respect to such Notes tendered. If Holders tender their Notes pursuant to the Tender Offer, they will also be providing Consents with respect to the Proposed Amendments with respect to such Notes. Holders may not tender their Notes without also providing Consents with respect to such Notes. Holders may not provide their Consents without also tendering their Notes.

Cede & Co., as nominee for The Depository Trust Company (“DTC”), is the sole Holder of record of the Notes. Under the Indenture, only holders of record of the Notes have rights under the Indenture, including the right to validly tender their Notes pursuant to the Tender Offer and deliver their related Consents pursuant to the Consent Solicitation. A beneficial owner of an interest in Notes held through a participant in DTC (“DTC Participant”) must properly instruct such DTC Participant to cause a tender of Notes and a delivery of the related Consents to be given in respect of such Notes on such beneficial owner’s behalf. DTC Participants must validly tender Notes and deliver related Consents at or prior to the Early Tender Deadline or the Expiration Time, as the case may be, and not withdraw the tender of those Notes or revoke the related Consents prior to the Withdrawal Deadline.

A beneficial owner of an interest in a Note held through a DTC Participant must properly instruct such DTC Participant to cause a tender of the Notes and delivery of the related Consents to be tendered and delivered in accordance with DTC’s Automated Tender Offer Program (“ATOP”) procedures on or prior to the Early Tender Deadline or the Expiration Time, as the case may be, by such DTC Participant with respect to such Note. Any beneficial owner of Notes who desires to tender Notes and deliver a related Consent with respect to such Notes but who is not a Holder of record of such Notes (including any beneficial owner holding through a broker, dealer, commercial bank, trust company, other nominee or DTC Participant) must arrange with the person who is such Holder of record to tender Notes and to execute and deliver a related Consent on behalf of such beneficial owner. Unless withdrawn and revoked by the Holder in the manner described herein, such tender of Notes and delivery of related Consents will be binding on all beneficial owners and subsequent transferees of Notes with respect to which such tender of Notes and related Consents were given.

For purposes of the Tender Offer and the Consent Solicitation, DTC has confirmed that the Tender Offer and the Consent Solicitation are eligible for DTC’s ATOP and has authorized DTC Participants to electronically tender Notes and deliver a related Consent by causing DTC to deliver their Notes and indicate such tender of Notes and delivery of related Consents to the Information and Tender Agent in accordance with DTC’s ATOP procedures. DTC will verify each transaction of Notes and confirm the electronic tender of Notes and delivery of related Consents by sending an Agent’s Message (as defined below) to the Information and Tender Agent. DTC Participants must allow sufficient time for completion of the ATOP procedures during normal business hours of DTC. Beneficial owners of Notes must contact the broker, dealer, commercial bank, trust company, other nominee or DTC Participant who holds Notes on their behalf if they wish to instruct such party to tender Notes and deliver related Consents with respect to such beneficial owners’ Notes.

Tenders of Notes pursuant to the Tender Offer and delivery of Consents pursuant to the Consent Solicitation will be accepted only in minimum denominations of US\$200,000 principal amount and integral multiples of US\$1,000 in excess thereof.

### No Letter of Transmittal

No consent form or letter of transmittal needs to be executed in relation to the Tender Offer or the Consent Solicitation. The valid electronic tender of Notes and delivery of related Consents through the transfer and surrender of Notes in accordance with DTC’s ATOP procedures shall constitute a tender of the Notes pursuant to the Tender Offer and a Consent pursuant to the Consent Solicitation.

## **Tender of Notes; Binding Agreement**

The tender of Notes by a Holder, pursuant to the procedures set forth below, and the subsequent acceptance of that tender by the Offeror will constitute a binding agreement between that Holder and the Offeror in accordance with the terms and subject to the conditions set forth in this Offer to Purchase, which agreement will be governed by, and construed in accordance with, the laws of the State of New York.

## **Delivery of Consents**

Only registered Holders of the Notes are entitled to deliver Consents. The transfer of Notes on the register for the Notes will not have the effect of revoking any Consent previously given by the registered Holder of those Notes and that Consent will remain valid unless revoked by the person in whose name such Notes are then registered on the register for the Notes. Revocation will be effective only if the Information and Tender Agent receives the notice of revocation prior to the Withdrawal Deadline. Following execution of the Supplemental Indenture, each Holder whose Notes have not been validly tendered in the Tender Offer and accepted for purchase will be bound by the applicable Proposed Amendments.

## **Tender of Notes**

All of the Notes are held in book-entry form and registered in the name of Cede & Co., as the nominee of DTC. Only Holders are authorized to tender Notes and deliver related Consents with respect to their Notes. Therefore, to tender Notes and deliver Consents with respect to the Notes that are held through a broker, dealer, commercial bank, trust company, other nominee or DTC Participant, the beneficial owner thereof must instruct such nominee to tender the Notes and deliver the related Consents on the beneficial owner's behalf according to the procedures described below.

DTC has confirmed that the Tender Offer and the Consent Solicitation are eligible for DTC's ATOP. Accordingly, DTC Participants must electronically tender their Notes and deliver related Consents by causing DTC to transfer and surrender their Notes to the Information and Tender Agent in accordance with DTC's ATOP procedures. By making such transfer, DTC Participants will be deemed to have tendered their Notes and delivered Consents with respect to any Notes so transferred and surrendered. DTC will verify each transfer and surrender and confirm the electronic delivery of such Consents by sending an Agent's Message to the Information and Tender Agent.

The term "Agent's Message" means a message transmitted by DTC and received by the Information and Tender Agent, which states that DTC has received an express acknowledgment from the DTC Participant tendering the Notes and delivering related Consents that such DTC Participant (1) has received and agrees to be bound by the terms of this Offer to Purchase, and that the Offeror may enforce such agreement against such DTC Participant, and (2) consents to the Proposed Amendments as described in this Offer to Purchase.

The Tender Agent will establish a new ATOP account or utilize an existing account with respect to the Notes at DTC (the "Book-Entry Transfer Facility") promptly after the date of this Offer to Purchase (to the extent that such arrangement has not already been made by the Information and Tender Agent), and any financial institution that is a participant in the Book-Entry Transfer Facility system and whose name appears on a security position listing as the owner of Notes may make book-entry delivery of Notes into the Information and Tender Agent's account in accordance with the Book-Entry Transfer Facility's procedures for such transfer. Delivery of documents to the Book-Entry Transfer Facility in accordance with such Book-Entry Transfer Facility does not constitute delivery to the Information and Tender Agent.

**TENDERS AND CONSENTS MUST BE ELECTRONICALLY DELIVERED IN ACCORDANCE WITH DTC'S ATOP PROCEDURES.**

A beneficial owner of Notes held through a broker, dealer, commercial bank, trust company, other nominee or DTC Participant must provide appropriate instructions to such person in order to cause a tender of the Notes and delivery of Consents through ATOP with respect to such Notes.

Holders desiring to tender their Notes and deliver their Consents on or prior to the Early Tender Deadline or the Expiration Time, as the case may be, should note that they must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such respective date.

The method of tendering Notes and delivery of related Consents through the ATOP procedures and any other required documents to the Information and Tender Agent is at the election and risk of the Holder, and delivery will be deemed made only when made through ATOP in accordance with the procedures described herein.

Only DTC Participants may submit ATOP Instructions. Each Holder of Notes that is not a direct participant must arrange for the direct participant through which such Holder of Notes holds its Notes to submit a valid ATOP Instruction on its behalf to DTC before the deadlines specified by DTC.

### **Tender of Notes in Physical Form**

All Holders hold the Notes through DTC accounts and there are no Notes in physical form.

### **Effect of a Book-Entry Confirmation**

By tendering Notes through the Book-Entry Transfer Facility, and subject to and effective upon acceptance for purchase of, and payment of, the Notes tendered therewith, a tendering Holder (1) represents, warrants and agrees that such tendering Holder has received and read copies of this Offer to Purchase, understands and agrees to be bound by all the terms and conditions of the Tender Offer and has full power and authority to tender such tendering Holder's Notes; (2) irrevocably sells, assigns and transfers to or upon the Offeror's order all right, title and interest in and to all the Notes tendered thereby and represents and warrants that when such tendered Notes are accepted for purchase by the Offeror it will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right; (3) waives any and all other rights with respect to the Notes (including, without limitation, the tendering Holder's waiver of any existing or past defaults and their consequences in respect of the Notes and the Indenture); (4) releases and discharges the Offeror, the Issuer and the Guarantors from any and all claims such Holder may have now, or may have in the future, arising out of, or related to, the Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to the Notes or to participate in any redemption or defeasance of the Notes; (5) upon the Offeror's or the Issuer's request or the request of the Information and Tender Agent, as applicable, agrees to execute and deliver any additional documents necessary or desirable to complete the sale, assignment and transfer of the Notes tendered thereby; and (6) irrevocably constitutes and appoints the Information and Tender Agent as the true and lawful agent and attorney-in-fact of such Holder with respect to any such tendered Notes, with full power of substitution and re-substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver a certificate or certificates representing such Notes, or transfer ownership of such Notes on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to the Offeror, (b) present such Notes for transfer on the relevant security register and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Information and Tender Agent will have no right to, or control over, funds relating to the Notes, except as agent for the tendering Holders for the Total Consideration or the Tender Offer Consideration, as applicable, and Accrued Interest, for any tendered Notes that are purchased pursuant to the Tender Offer), all in accordance with the terms and subject to the conditions of the Tender Offer and the Consent Solicitation, as described in this Offer to Purchase.

By transmitting an ATOP Instruction, a Holder makes and provides written Consent, with respect to the principal amount of Notes tendered thereby, to the Proposed Amendments and to the execution of the Supplemental Indenture. A Holder also (1) represents, warrants and agrees that the Holder has received and read copies of this Offer to Purchase, understands and agrees to be bound by all the terms and conditions of the Consent Solicitation and has full power and authority to deliver Consents in respect of the Holder's Notes tendered hereby; and (2) upon the Offeror's or the Issuer's request or the request of the Information and Tender Agent, as applicable, agrees to execute and deliver any additional documents necessary or desirable to perfect the Holder's Consent to the Proposed Amendments or to complete the execution of the Supplemental Indenture.

### **Guaranteed Delivery**

The Offeror has not provided for the tender of Notes by guaranteed delivery in connection with the Tender Offer. Holders must tender their Notes in accordance with the procedures set forth in this Offer to Purchase.

### **Other Matters**

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tendered Notes or delivered Consents pursuant to any of the procedures described above will be determined by the Offeror in

its sole discretion (which determination shall be final and binding). Alternative, conditional or contingent tenders or Consents will not be considered valid. The Offeror reserves the right to reject any or all tenders of any Notes or deliveries of any Consents determined by the Offeror not to be in proper form or, in the case of Notes, if the acceptance or payment for such Notes may, in their opinion, be unlawful. The Offeror also reserves the right, in its sole discretion, to waive any of the conditions of the Tender Offer and the Consent Solicitation or any defect or irregularity in any tender with respect to Notes or any delivery with respect to Consents of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Offeror's interpretation of the terms and conditions of the Tender Offer and the Consent Solicitation shall be final and binding. Any defect or irregularity in connection with tenders of Notes or deliveries of Consents must be cured within such time as the Offeror determines, unless waived by it. Tenders of Notes and deliveries of Consents will not be considered to have been made until all defects and irregularities have been waived by the Offeror or cured. None of the Offeror, the Issuer, the Guarantors, the Dealer Manager, the Solicitation Agent, the Information and Tender Agent, the Trustee, DTC or any other person will be under any duty to give notification of any defects or irregularities in tenders of Notes or deliveries of Consents or will incur any liability for failure to give any such notification. If the Offeror waives its right to reject a defective tender of Notes, the Holder will be entitled to the Total Consideration or the Tender Offer Consideration, as the case may be, and Accrued Interest.

## ACCEPTANCE OF NOTES FOR PURCHASE; PAYMENT FOR NOTES AND CONSENTS

The Offeror expects the Early Settlement Date to be within one business day following the Early Tender Deadline, so long as the conditions to the Tender Offer and the Consent Solicitation have been satisfied or waived. The Offeror expects the Final Settlement Date to be within one business day following the Expiration Time, so long as the conditions to the Tender Offer and the Consent Solicitation have been satisfied or waived.

The Offeror reserves the right, in its sole discretion, to:

- delay acceptance for purchase of Notes tendered pursuant to the Tender Offer or the payment of Notes accepted for purchase pursuant to the Tender Offer, subject to Rule 14e-1 under the Exchange Act; and
- terminate or withdraw the Tender Offer at any time and not accept for purchase any Notes.

In all cases, payment for Notes accepted for purchase pursuant to the Tender Offer, and payment for Consents pursuant to the Consent Solicitation, will be made only after timely receipt by the Information and Tender Agent of:

- (1) confirmation of a book-entry transfer of the Notes into the Information and Tender Agent's account at DTC pursuant to the procedures set forth under "Procedures for Tendering Notes and Delivering Consents"; and
- (2) a properly transmitted Agent's Message.

For purposes of the Tender Offer, the Offeror will be considered to have accepted for purchase validly tendered Notes, or defectively tendered Notes as to which it has waived the defects, if, as and when the Offeror gives oral notice (to be promptly confirmed in writing) or written notice of acceptance to the Information and Tender Agent. Upon the terms and subject to the conditions of the Tender Offer and the Consent Solicitation, payment for Notes accepted for purchase in the Tender Offer, and for Consents delivered pursuant to the Consent Solicitation, will be made by deposit with the Information and Tender Agent (or upon its instructions, DTC), which will act as agent for the tendering and consenting Holders for the purpose of receiving the Total Consideration or the Tender Offer Consideration, as the case may be, and Accrued Interest, and transmitting such funds to the appropriate Holders. The Offeror will be responsible for any mistakes or delays made by the Information and Tender Agent or DTC in distributing the Total Consideration or the Tender Offer Consideration, as the case may be, and Accrued Interest.

If, for any reason, acceptance for purchase or payment of Notes validly tendered pursuant to the Tender Offer, or payment for delivered Consents pursuant to the Consent Solicitation, is delayed or the Offeror is unable to accept for purchase or pay for validly tendered Notes pursuant to the Tender Offer, or delivered Consents pursuant to the Consent Solicitation, then, without prejudice to the Offeror's rights under "The Tender Offer and the Consent Solicitation—Expiration Time, Early Tender Deadline and Withdrawal Deadline; Extensions; Amendments; Termination," "Conditions to the Tender Offer and the Consent Solicitation" and "Withdrawal of Tenders; Revocation of Consents," but subject to Rule 14e-1 under the Exchange Act, the Information and Tender Agent may, nevertheless, on the Offeror's behalf, retain tendered Notes and delivered Consents, and such Notes may not be withdrawn and the Consents may not be revoked.

If any tendered Notes are not accepted for purchase for any reason pursuant to the Tender Offer, such Notes will be credited to the account maintained at DTC from which such Notes were delivered promptly following each date on which Notes are accepted for purchase or the date of termination of the Tender Offer, as the case may be.

Holders whose Notes are accepted for purchase pursuant to the Tender Offer will receive Accrued Interest. The Offeror will not be responsible for any mistakes or delays made by the Information and Tender Agent or DTC in distributing Accrued Interest and no additional interest will be payable because of any mistake or delay by the Information and Tender Agent or DTC in the transmission of funds to Holders.

The Offeror reserves the right to transfer or assign, in whole at any time or in part from time to time, to one or more of its affiliates, the right to purchase any Notes tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve the Offeror of its obligations under the Tender Offer and the Consent Solicitation or prejudice the rights of tendering Holders to receive the Total Consideration or the Tender Offer Consideration, as applicable, *plus* Accrued Interest pursuant to the Tender Offer and the Consent Solicitation.

## WITHDRAWAL OF TENDERS; REVOCATION OF CONSENTS

Holders may withdraw the tender of their Notes and revoke the delivery of their Consents at any time prior to the Withdrawal Deadline, but not thereafter, unless required by applicable law. A valid withdrawal of Holders' tendered Notes prior to the Withdrawal Deadline will constitute the valid revocation of such Holder's Consents and a valid revocation of Holders' Consents prior to the Withdrawal Deadline will constitute the valid withdrawal of such Holder's tendered Notes.

In order to withdraw outstanding Notes that have been tendered and concurrently revoke Consents, DTC Participants must give a properly transmitted "Requested Message" through ATOP prior to the Withdrawal Deadline, which "Requested Message" must be received by the Information and Tender Agent at its address set forth on the back cover page of this Offer to Purchase and through ATOP, prior to the Withdrawal Deadline.

In order to be valid, a request for withdrawal and revocation of Consents must specify the Holder in the Book-Entry Transfer Facility whose name appears on the security position listing as the owner of such Notes and the principal amount of the Notes to be withdrawn and the number of Consents to be revoked.

Any Notes that are validly withdrawn will be deemed to be not validly tendered for purposes of the Tender Offer. Withdrawn Notes may be re-tendered and revoked Consents re-delivered at any time at or prior to the Expiration Time, by following one of the procedures described under "Procedures for Tendering Notes and Delivering Consents"; however, if you re-tender withdrawn Notes and re-deliver revoked Consents after the Early Tender Deadline, you will not be entitled to the Early Tender Payment.

**Holders may not withdraw their Notes without revoking the related Consents pursuant to the Consent Solicitation and may not revoke their Consents without withdrawing the related Notes pursuant to the Tender Offer. A Holder that validly withdraws previously tendered Notes prior to the Withdrawal Deadline and does not re-tender such Holder's previously tendered Notes at or prior to the Expiration Time will not receive the Tender Offer Consideration, the Early Tender Payment or, in the context of the Tender Offer, Accrued Interest. A withdrawal of your tendered Notes and, if applicable, the concurrent revocation of your Consents may only be accomplished in accordance with the procedures described in this Offer to Purchase. Any withdrawal of previously tendered Notes otherwise than in accordance with the procedures described herein will not constitute a valid withdrawal of your Notes or, if applicable, revocation of your Consents.**

All questions as to the validity, including time of receipt, of notices of withdrawal and revocations of Consents will be determined by the Offeror, in its sole discretion, and the Offeror's determination will be final and binding. None of the Offeror, the Issuer, the Guarantors, the Dealer Manager, the Solicitation Agent, the Information and Tender Agent, the Trustee or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or revocation of Consents, or incur any liability for failure to give such notification. The Offeror reserves the right to contest the validity of any withdrawal or revocation.

Subject to applicable law, if, for any reason whatsoever, acceptance for purchase of, or payment for, any Notes validly tendered pursuant to the Tender Offer is delayed (whether prior to or after the Offeror's acceptance for purchase of the Notes), or the Offeror extends the Tender Offer or is unable to accept for purchase or pay for the Notes validly tendered pursuant to the Tender Offer, then, without prejudice to its rights set forth herein, the Offeror may instruct the Information and Tender Agent to retain tendered Notes, and those Notes may not be withdrawn, except to the extent that the Holders are entitled to withdrawal rights as described above.

## CONDITIONS TO THE TENDER OFFER AND THE CONSENT SOLICITATION

Notwithstanding any other provision of the Tender Offer or the Consent Solicitation, and in addition to, and not in limitation of, the Offeror's rights to extend, amend or terminate the Tender Offer and the Consent Solicitation, the Offeror's obligation to accept for purchase, and to pay for, any Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is subject to the satisfaction of the following conditions:

(1) the Financing Condition;

(2) the Offeror, the Issuer and the Guarantors shall have entered into an exchange settlement agreement (the "Exchange Settlement Agreement") setting forth the terms and conditions for the Exchange and such Exchange Settlement Agreement shall be in full force and effect at all times until the Final Settlement Date (the "Exchange Settlement Condition"); and

(3) the General Conditions.

The "General Conditions" will not be considered to be satisfied if any of the following conditions occur:

- there has been threatened or instituted, or there is pending, any action, suit or proceeding by any government or governmental, regulatory or administrative agency, authority or tribunal, or by any other person, domestic, foreign or supranational, before any court, authority, agency or other tribunal that directly or indirectly:
  - challenges or seeks to make illegal, or to delay or otherwise directly or indirectly to restrain, prohibit or otherwise affect the making of, the Tender Offer or the Consent Solicitation, the acceptance for purchase of, or payment for, some or all of the Notes pursuant to the Tender Offer and the Consent Solicitation or otherwise relates in any manner to the Tender Offer or the Consent Solicitation; or
  - in the Issuer's or the Guarantors' reasonable judgment, could materially and adversely affect the Issuer's or the Guarantors' business, condition (financial or otherwise), assets, income, operations, prospects or share ownership, taken as a whole, or otherwise materially impair in any way the contemplated future conduct of the Issuer's or the Guarantors' business; or
- any of the following has occurred:
  - the enactment of any law, regulation or court order that prohibits or delays the Tender Offer or the Consent Solicitation or that places material restrictions on the Tender Offer or the Consent Solicitation;
  - any general suspension of trading in, or limitation on prices for, securities on any U.S. national securities exchange, the *B3 – Brasil Bolsa Balcão S.A.* or in the over-the-counter market;
  - the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, Brazil or Europe, whether or not mandatory;
  - the commencement or escalation of a war, armed hostilities or other international or national calamity, including, but not limited to, an act of terrorism directly or indirectly involving the United States, Brazil or Europe;
  - any limitation, whether or not mandatory, by any governmental, regulatory or administrative agency or authority on, or any event that, in the Offeror's reasonable judgment, could materially affect, the extension of credit by banks or other lending institutions in the United States, Brazil or Europe;
  - any significant increase in the interest rate, distribution rate or other significant change in the terms for debt security offerings in the United States, Brazil or Europe, or any

changes in the general political, market, economic or financial conditions in the United States, Brazil, Europe or elsewhere that could have, in the Offeror's reasonable judgment, a material adverse effect on the Guarantors' business, condition (financial or otherwise), assets, income, operations, prospects or share ownership, taken as a whole, or on the trading in the Notes or the benefits of the Tender Offer and the Consent Solicitation to the Issuer or the Guarantors; or

- any change or changes, or threatened change or changes, in the Guarantors' business, condition (financial or otherwise), assets, income, operations, prospects or share ownership that, in the Offeror's reasonable judgment, has or will have a material adverse effect on the Guarantors, or on the benefits of the Tender Offer and the Consent Solicitation to the Issuer or the Guarantors.

The foregoing conditions are for the Offeror's sole benefit and may be asserted by it regardless of the circumstances giving rise to any such conditions, including any action or inaction by it. The Offeror's failure at any time to assert any of the foregoing conditions will not be considered a waiver of its rights to assert such conditions, and the Offeror's right to assert a condition is an ongoing right that it may assert at any time and from time to time. The Offeror's determination concerning any of the events described above will be final and binding upon all persons.

The Offeror reserves the right, subject to applicable law, in its sole discretion, to waive any of the conditions, in whole or in part, at any time and from time to time; however, the Issuer may not effect any of the Proposed Amendments if it does not receive the applicable Requisite Consent. If the Offeror waives a material condition to the Tender Offer, applicable law or regulation may require it to extend the Tender Offer. Any such extension would be made in accordance with the procedures set forth above under "The Tender Offer and the Consent Solicitation—Expiration Time, Early Tender Deadline and Withdrawal Deadline; Extensions; Amendments; Termination."



## PROPOSED AMENDMENTS

The following summarizes the Proposed Amendments to the Indenture for which Consents are being sought pursuant to the Consent Solicitation. The summary set forth below of the provisions of the Indenture that are affected by the Proposed Amendments is qualified in its entirety by reference to the full and complete terms in the Indenture, a copy of which is available upon request without charge from the Information and Tender Agent. The Proposed Amendments, if the Two-Thirds Consent is obtained and the Supplemental Indenture is executed would (i) eliminate the collateral package under the Indenture; (ii) eliminate substantially all of the restrictive covenants, as well as various events of default and related provisions contained in the Indenture; and (iii) reduce the minimum notice period to Holders in the case of an optional redemption pursuant to Section 3.05 of the Indenture from 30 days to three Business Days (as defined in the Indenture).

If the Majority Consent is received, the following sections will be eliminated in their entirety and/or changed (the “Proposed Amendment for Elimination and/or Changes of Covenants”):

- Section 4.02: Reports
- Section 4.03: Limitation on Indebtedness
- Section 4.04: Limitation on Restricted Payments
- Section 4.05: Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries
- Section 4.06: Limitation on Sales of Assets
- Section 4.07: Limitation on Transactions with Affiliates
- Section 4.08: Repurchases at the Option of the Holders Upon Change of Control Repurchase Event
- Section 4.09: Limitation on Liens
- Section 4.10: Limitation on Sale and Leaseback Transactions
- Section 4.11: Maintenance of Security
- Section 4.12: Security Documents and Further Assurances
- Section 4.17: Permitted Lines of Business
- Section 4.23: Singapore Listing
- Section 4.28: Limitations and Restrictions on the Issuer
- Section 4.29: Wholly-Owned Subsidiary
- Section 5.01: Consolidation, Merger, Conveyance, Sale or Lease (only with respect to clauses (b) and (c))
- Sections 6.01(3), (4), (5), (6), (7) and (12): Events of Default
- Article 12: Release of Covenants

In addition, Article 3 of the Indenture would be amended in order to reduce the minimum notice period to Holders in the case of an optional redemption pursuant to Section 3.05 of the Indenture from 30 days to three Business Days (as defined in the Indenture).

If the Two-Thirds Consent is received, the following section will be eliminated in its entirety in addition to the sections eliminated in their entirety and/or changed under the Proposed Amendment for Elimination and/or Changes

of Covenants (the “Proposed Amendment for Collateral Removal” and, together with the Proposed Amendment for Elimination and/or Changes of Covenants, the “Proposed Amendments” and, each, a “Proposed Amendment”):

- Article 10: Collateral and Security

The applicable Proposed Amendments would also make corresponding changes to the Notes and certain other changes to the Indenture and the Notes of a technical or conforming nature, including the deletion of those definitions from the Indenture that are used only in sections that would be eliminated as a result of the deletion of the foregoing sections and sub-sections, and cross-references in the Indenture will be revised to reflect the deletion of the foregoing sections.

The Proposed Amendments constitute a single proposal, and a tendering and consenting Holder must consent to the Proposed Amendments in their entirety and may not consent selectively with respect to certain of the Proposed Amendments. The valid tender of Notes by a Holder pursuant to the Tender Offer will constitute the giving of a Consent by such Holder to the Proposed Amendments. The approval of all Proposed Amendments requires the Two-Thirds Consent.

If any Requisite Consent is obtained, the Issuer, the Guarantors, the Trustee and the Collateral Agent will execute the Supplemental Indenture, which will provide for the applicable Proposed Amendments; however, the Supplemental Indenture and the applicable Proposed Amendments will not be effective and operative until the Final Settlement Date and consummation of the Exchange.

In the event that the Tender Offer and the Consent Solicitation are terminated, withdrawn or otherwise not completed, the Supplemental Indenture will not be executed and the Proposed Amendments will not be adopted.

If your Notes are not tendered and accepted pursuant to the Tender Offer and the Supplemental Indenture is executed and the applicable Proposed Amendments become effective, you will be bound by the applicable Proposed Amendments even though you did not consent to them. See “Risk Factors—The Proposed Amendments seek to eliminate the collateral package and substantially all of the restrictive covenants, as well as various events of default and related provisions contained in the Indenture.”

## TAXATION

### **Certain U.S. Federal Income Tax Considerations**

The following is a summary of certain U.S. federal income tax consequences of the Tender Offer and the Consent Solicitation that may be relevant to a beneficial owner of a Note that is (i) an individual who is a citizen or resident of the United States; (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia; (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust if (a) the administration of the trust is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (b) the trust has made a valid election under applicable U.S. Treasury Regulations (“Treasury Regulations”) to be taxed as a U.S. person. Any such person or institution is referred to as a “U.S. Holder.”

This summary does not address all tax considerations that may be important to a particular U.S. Holder in light of the U.S. Holder’s circumstances, or to certain categories of investors that may be subject to special tax rules, such as dealers or traders in securities or currencies, banks or other financial institutions, insurance companies, tax-exempt organizations, real estate investment trusts, regulated investment companies, persons required for U.S. federal income tax purposes to accelerate the recognition of any item of gross income with respect to the Notes as a result of such income being recognized on an applicable financial statement, partnerships and other pass-through entities (or investors therein), certain former citizens or long-term residents of the United States, persons holding Notes as part of a hedge, straddle, conversion, constructive sale, wash sale, integrated or similar transaction, persons subject to any alternative minimum tax, persons that purchase any new debt securities of the Issuer that may be issued in connection with the Financing Condition or persons that have a functional currency other than the U.S. dollar. This summary assumes 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”).

If a partnership (or any other entity or arrangement that is treated as a partnership for U.S. federal income tax purposes) holds Notes, the tax treatment of the partnership and a partner in such partnership generally will depend on the status of the partner and the activities of the partnership. Any such partner or partnership should consult its own tax advisor as to the tax consequences of the Tender Offer and the Consent Solicitation.

This summary is based on the Code, existing and proposed Treasury Regulations, administrative pronouncements and judicial decisions, each as of the date hereof. All of the foregoing are subject to change, possibly with retroactive effect, or differing interpretations that could affect the tax consequences described herein.

No ruling from the U.S. Internal Revenue Service (the “IRS”) has been sought with respect to the statements made and the conclusions reached in this discussion, and there can be no assurance that the IRS will agree with such statements and conclusions. In addition, this discussion addresses only U.S. federal income tax consequences and does not describe any tax consequences arising out of any other U.S. federal tax laws (such as the U.S. federal estate and gift tax laws or the Medicare tax on net investment income) or the laws of any state, local or foreign jurisdiction. Accordingly, each Holder should consult its own tax advisor with regard to the Tender Offer and the Consent Solicitation and the application of U.S. federal income and other tax laws, as well as the laws of any state, local or foreign taxing jurisdictions, to its particular situation.

### ***Tendering U.S. Holders***

#### ***General***

Sales of Notes pursuant to the Tender Offer by U.S. Holders generally will be taxable transactions for U.S. federal income tax purposes. Subject to the discussions regarding the market discount rules and the Early Tender Payment set forth below, a U.S. Holder selling Notes pursuant to the Tender Offer generally 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 taxable as foreign source ordinary income to the extent not previously included in income) and the U.S. Holder’s adjusted tax basis in the Notes at the time of sale. A U.S. Holder’s adjusted tax basis in a Note generally will equal the amount paid for the Note, increased, if applicable, by the amount of any market discount previously taken into account by the U.S. Holder with respect to the Note and reduced, if applicable, by the amount of any bond premium previously amortized by the U.S. Holder with respect to the Note. Any such capital 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. The deductibility of capital loss is subject to limitations. The capital gain or loss generally will be treated as U.S. source gain or loss, as applicable, for U.S. foreign tax credit purposes. Under Treasury Regulations, any foreign tax imposed on such U.S. source gain may not constitute a creditable tax if certain requirements are not met for a foreign tax to be creditable (although a recent IRS notice provides temporary relief from certain of these requirements if the notice is applied consistently to all foreign taxes paid during the relevant taxable year until the date that a notice or other guidance withdrawing or modifying the temporary relief is issued (or any later date specified in such notice or other guidance)). Moreover, even if the foreign tax is a creditable tax, in the case of a gain from the sale of a Note that is subject to foreign income tax, the U.S. Holder may be unable to benefit from the foreign tax credit for that foreign tax unless such tax can be credited (subject to applicable limitations) against U.S. federal income tax due on other income that is treated as derived from foreign sources. Alternatively, the U.S. Holder may take a deduction for an otherwise creditable foreign income tax, provided the U.S. Holder does not elect to claim a foreign tax credit with respect to any otherwise creditable foreign income taxes paid or accrued during the relevant taxable year. If a foreign tax that is imposed on gain is not otherwise creditable, the tax may reduce the amount realized on the sale of the Note.

The rules governing the foreign tax credit are complex. U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

#### *Market Discount*

An exception to the capital gain treatment described above may apply to a U.S. Holder who purchased or acquired the Notes with “market discount.” Subject to a statutory *de minimis* exception, the Notes have market discount if they were purchased at an amount less than their stated principal amount. In general, unless the U.S. Holder has elected to include market discount in income currently as it accrues, any gain recognized by a U.S. Holder on the tender of Notes having market discount (in excess of a *de minimis* amount) will be treated as ordinary income (which should be treated as foreign source income) to the extent of the lesser of (i) the gain recognized or (ii) the portion of the market discount that has accrued (on a straight-line basis or, at the election of the U.S. Holder, on a constant-yield basis) and has not yet been included in income while such Notes were held by the U.S. Holder. Gain in excess of such accrued market discount will be subject to the capital gains rules described above.

#### *Early Tender Payment*

The Offeror, to the extent it is required to take a position for U.S. federal income tax purposes, intends to treat the Early Tender Payment as part of the cash consideration for the Notes, and this discussion assumes such treatment. Under such treatment, the Early Tender Payment would therefore be treated as sales proceeds, as discussed above under “Tendering U.S. Holders—General.” The IRS may take the position, however, that the Early Tender Payment should be treated as interest or a separate fee that would be subject to tax as ordinary income rather than additional consideration for the Notes. If the Early Tender Payment were treated as ordinary income, a U.S. Holder who received the Early Tender Payment and recognized a capital loss on the tender of Notes would not be able to offset such ordinary income by such loss. U.S. Holders should consult their tax advisors as to the proper treatment of the Early Tender Payment.

#### *Non-Tendering U.S. Holders*

The U.S. federal income tax consequences of the adoption of the Proposed Amendments to a U.S. Holder whose Notes are not purchased in the Tender Offer ( “non-tendering U.S. Holders”) will depend on whether the adoption of the Proposed Amendments results in a “deemed exchange” of the Notes for U.S. federal income tax purposes. Under applicable Treasury Regulations, a “significant modification” of a debt instrument results in a deemed exchange of the original debt instrument for a modified instrument that differs materially either in kind or extent. For these purposes, a “modification” generally means any alteration, including any deletion or addition, in whole or in part, of a legal right or obligation of the issuer or a holder of a debt instrument. The Treasury Regulations contain specific rules for determining whether certain types of modifications are “significant.” For example, a modification that adds, deletes, or alters customary accounting or financial covenants, or a change in yield that does not cause the yield on the modified instrument to vary from the annual yield on the unmodified instrument beyond certain thresholds, is not a significant modification. The Treasury Regulations do not, however, define “customary accounting or financial covenants.” The Treasury Regulations also provide that a modification that releases the collateral for a recourse debt instrument is a significant modification if the modification results in a change in payment expectations. For these purposes, a release of collateral will not result in a change in payment

expectations unless, as a result of the transaction, there is a substantial impairment of the obligor's capacity to meet the payment obligations under a debt instrument and that capacity was adequate prior to the transaction and is primarily speculative after the transaction.

Although the matter is not free from doubt, the Issuer intends to take the position (to the extent it is required to take a position for U.S. federal income tax purposes) that the adoption of the Proposed Amendments is not economically significant and will not cause a "significant modification" of the Notes and a deemed exchange of the "old" Notes for "new" Notes for U.S. federal income tax purposes. If this treatment is respected, there will be no tax consequences to a non-tendering U.S. Holder resulting from the adoption of the Proposed Amendments.

If, notwithstanding the Issuer's intended treatment of the adoption of the Proposed Amendments, the IRS successfully asserted that the adoption of the Proposed Amendments were to constitute a significant modification of the Notes, U.S. Holders would be treated as if they had exchanged their Notes for "new" Notes that reflect the adoption of the Proposed Amendments. Depending on the circumstances, such treatment could result in a U.S. Holder recognizing income, gain or loss on the exchange or having a different tax basis and holding period in such "new" Notes, although that would not be the case if the deemed exchange were to qualify as a tax-free recapitalization for U.S. federal income tax purposes (which qualification is not clear). In addition, a deemed exchange could result in the "new" Notes being treated as issued with original issue discount, in which case, subject to the possible application of rules governing acquisition premium or amortizable bond premium (if the deemed exchange qualifies as a tax-free recapitalization), a U.S. Holder would generally be required to include such original issue discount in income as ordinary income as it accrues (regardless of such U.S. Holder's method of tax accounting), on a constant yield basis, in advance of the receipt of cash payments on such "new" Notes.

**U.S. Holders are urged to consult their independent tax advisors regarding the U.S. federal income tax consequences of retaining the Notes after the adoption of the Proposed Amendments.**

#### ***Information Reporting and Backup Withholding***

Information reporting and backup withholding requirements may apply to payments of the applicable Tender Offer Consideration or Total Consideration, as applicable, and Accrued Interest to certain U.S. Holders of Notes. The payor generally will be required to backup withhold on any such payments made within the United States, or by a U.S. payor or U.S. middleman, to a U.S. Holder, other than an exempt recipient, if the U.S. Holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, the backup withholding requirements. Backup withholding is not an additional tax. Any amounts withheld under these rules will generally be allowed as a credit against a U.S. Holder's U.S. federal income tax liability and may entitle the U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

**THE FOREGOING DISCUSSION OF U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. ACCORDINGLY, EACH HOLDER OF NOTES SHOULD CONSULT ITS TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES OF THE TENDER OFFER AND THE CONSENT SOLICITATION, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL AND FOREIGN TAX LAWS.**

#### **Certain Brazilian Tax Considerations**

The following discussion is a summary of the Brazilian tax considerations relating to the tender of the Notes by an investor resident or domiciled outside of Brazil ("Non-Brazilian Holder"). The discussion is based on the tax rules of Brazil as in effect on the date hereof and is subject to any change in Brazilian law that may come into effect after such date as well as to the possibility that the effect of such change in Brazilian law, including in a context of tax reform, may retroact to reach rights created on or before the date hereof.

Sales of Notes pursuant to the Tender Offer by an individual or legal entity resident in Brazil ("Brazilian Holders") may be subject to Brazilian income tax if the Brazilian Holder recognizes capital gain as a result of the sale. We recommend Brazilian Holders to consult their own advisors in order to assess the tax impacts of tendering the Notes.

The information set forth below is intended to be a general discussion only and does not address all possible tax consequences relating to a tender of the Notes. Holders should consult their own tax advisers as to the consequences of tendering the Notes.

*Taxation of interest, premium or principal payments made by the Offeror.* If any payment, such as interest, premium (if any) or principal payments under the Notes, is made by the Offeror from its own funds maintained outside Brazil, no withholding taxes on payments of interest, premium (if any) or principal to the Non-Brazilian Holder should be due in Brazil.

*Taxation on gains realized from sale or other disposition of the Notes.* Generally, capital gains generated outside Brazil as a result of a transfer of assets located outside Brazil between non-Brazilian residents are not subject to taxation in Brazil. On the other hand, capital gains derived from the transfer of assets located in Brazil between non-Brazilian residents, and between a non-Brazilian resident and a Brazilian resident, are subject to income tax, according to Law No. 10,833, enacted on December 29, 2003. Given that the Issuer is an entity incorporated under the laws of Luxembourg and is not registered to transact business in Brazil, it would not qualify as a Brazilian resident for purposes of the Brazilian tax legislation, and thus the Notes should not fall within the definition of assets located in Brazil for purposes of Law No. 10,833. However, considering the general and unclear scope of this legislation and the absence of judicial guidance in respect thereof, we cannot assure that such interpretation of this law will prevail in the courts of Brazil. If the income tax is deemed to be due, the gain of a Non-Brazilian Holder may be subject to income tax in Brazil, at progressive rates as follows: (i) 15% for the part of the gain that does not exceed R\$5 million, (ii) 17.5% for the part of the gain that exceeds R\$5 million but does not exceed R\$10 million, (iii) 20% for the part of the gain that exceeds R\$10 million but does not exceed R\$30 million and (iv) 22.5% for the part of the gain that exceeds R\$30 million; or at a rate of 25.0% if such Non-Brazilian Holder is located in a “tax haven” jurisdiction for Brazilian tax purposes. A tax haven jurisdiction (favorable tax jurisdiction) is a jurisdiction that does not impose any income tax or that imposes it at a maximum rate lower than 17%, or a country or location where 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. A lower rate, however, may apply under an applicable tax treaty between Brazil and the country where the Non-Brazilian Holder has its domicile.

In certain circumstances, if income tax is not paid, the amount of tax charged could be subject to an upward adjustment (e.g., penalty and interest), as if the amount received by the Non-Brazilian Holder were net of taxes in Brazil (gross-up).

*Taxation of foreign exchange transactions (“IOF/Exchange”).* If any payment, such as interest, premium (if any) or principal payments under the Notes, is made by the Offeror with its own funds maintained outside Brazil, no IOF/Exchange should be due in Brazil. As a general rule, exchange transactions carried out under remittances from Brazil to foreign countries are subject to the IOF/Exchange assessment at a rate of 0.38%.

*Other Brazilian taxes.* Generally, there are no inheritance, gift, succession, stamp or other similar taxes in Brazil with respect to the ownership, transfer, assignment or any other disposition of the Notes by a Non-Brazilian Holder.

### **Certain Luxembourg Tax Considerations**

This summary solely addresses the principal Luxembourg tax consequences of the disposal of the Notes pursuant to the Tender Offer and does not purport to describe every aspect of taxation that may be relevant to a particular Holder. Tax matters are complex, and the tax consequences of the Tender Offer to a particular Holder will depend in part on such Holder’s circumstances. Accordingly, a Holder is urged to consult his own tax advisor for a full understanding of the tax consequences of the Tender Offer to him, including the applicability and effect of Luxembourg tax laws.

Where in this summary English terms and expressions are used to refer to Luxembourg concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Luxembourg concepts under Luxembourg tax law.

This summary is based on the tax law of Luxembourg (unpublished case law not included) as it stands at the date of this Offer to Purchase. The tax law upon which this summary is based is subject to changes, possibly with retroactive effect. Any such change may invalidate the contents of this summary, which will not be updated to reflect such change.

This overview assumes that each transaction with respect to the Notes is at arm’s length.

The summary of Luxembourg taxation does not address the Luxembourg tax consequences for a Holder who:

- i) *is an investor as defined in a specific law (such as the law on family wealth management companies of 11 May 2007, as amended, the law on undertakings for collective investment of 17 December 2010, as amended, the law on specialized investment funds of 13 February 2007, as amended, the law on reserved alternative investment funds of 23 July 2016, as amended, the law on securitisation of 22 March 2004, as amended, the law on venture capital vehicles of 15 June 2004, as amended, and the law on pension saving companies and associations of 13 July 2005);*
- ii) *is, in whole or in part, exempt from tax;*
- iii) *acquires, owns or disposes of Notes in connection with a membership of a management board, a supervisory board, an employment relationship, a deemed employment relationship or management role; or*
- iv) *has a substantial interest in the Issuer or a deemed substantial interest in the Issuer for Luxembourg tax purposes. Generally, a person holds a substantial interest if such person owns or is deemed to own, directly or indirectly, either alone or together with certain close relatives, more than 10% of the shares or interest in an entity.*

### ***Tax Residency***

If a Holder is neither resident nor deemed to be resident in Luxembourg, such Holder will for Luxembourg tax purposes not become nor be deemed to be resident, domiciled or carrying on business, in whole or in part, through a permanent establishment or permanent representative in Luxembourg by reason only of the execution of the documents relating to the Tender Offer or the performance by the Issuer of its obligations under such documents or under the Notes.

### ***Withholding Tax***

#### ***Non-resident Holders***

Under current Luxembourg tax law, there is no withholding tax on payments of interest (paid or accrued but unpaid) made to Luxembourg non-resident Holders. There is also no Luxembourg withholding tax upon disposal, redemption or repurchase of the Notes held by a Luxembourg non-resident Holder.

#### ***Individual Resident Holders***

Under current Luxembourg tax law (subject to the exceptions below), there is no withholding tax on interest payments (including accrued but unpaid interest) made to a Luxembourg resident Holder. There is also no Luxembourg withholding tax on the repayment of principal, redemption or repurchase of the Notes held by a Luxembourg resident Holder.

Under the law of 23 December 2005, as amended (the “Relibi Law”), payments of interest and similar income made or ascribed by Luxembourg paying agents to or for the immediate benefit of an individual beneficial owner who is a resident in Luxembourg may be subject to a withholding tax at a rate of 20% withheld on the payment. This withholding tax also applies on accrued or capitalised interest received upon disposal, redemption or repurchase of the Notes. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of tax is assumed by the Luxembourg paying agent within the meaning of the Relibi Law.

In addition, pursuant to the Relibi Law, Luxembourg resident individuals acting in the course of the management of their private wealth, who are the beneficial owners of interest payments or other similar income made by a paying agent established outside Luxembourg in a European Union Member State or in a Member State of the European Economic Area (“EEA”) other than a European Union Member State, can opt for a 20% levy on these payments. In such cases, the 20% levy is calculated on the same amounts as for the payments made by a Luxembourg paying agent. The option for the 20% final levy must cover all interest payments made by such foreign paying agents to the Luxembourg resident beneficial owner over the full civil year. Responsibility for the declaration and payment of the 20% levy is assumed by the Luxembourg resident individual beneficial owner of the payment.

## ***Taxes on Income and Capital Gains***

### ***Non-resident Holders***

Non-resident Holders that have neither a permanent establishment nor a permanent representative in Luxembourg to which or to whom the Notes or income are attributable are generally not subject to Luxembourg income taxes on interest (accrued or paid), redemption premium or issue discounts under the Notes and gains realized upon redemption, repurchase, sale, disposal or exchange, in any form whatsoever, of the Notes.

Non-resident corporate Holders that have a permanent establishment or a permanent representative in Luxembourg, to which or to whom the Notes are attributable, must include any interest (received or accrued), redemption premium or issue discounts and capital gains realized upon the disposal, in any form whatsoever, of the Notes, in their taxable income for Luxembourg income tax assessment purposes. The same inclusion applies to non-resident individual Holders, acting in the course of the management of a professional or business undertaking, who have a permanent establishment or a permanent representative in Luxembourg to which or to whom the Notes are attributable.

Taxable gains are determined as being the difference between the sale, repurchase or redemption price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes sold or redeemed.

### ***Resident Holders***

#### **Individuals**

Resident individual Holders acting in the course of the management of their private wealth are subject to Luxembourg personal income tax at the ordinary tax rates in respect of interest received, redemption premiums or issue discounts under the Notes except if (i) a final withholding tax has been levied on such payments in accordance with the Relibi Law or (ii) they have opted for the application of the 20% levy in full discharge of income in accordance with the Relibi Law, which applies if a payment of interest or similar income has been made by a paying agent established in a European Union Member State other than Luxembourg or in a Member State of the EEA other than a European Union Member State.

Gains realized upon the disposal of the Notes by Luxembourg resident individual Holders, acting in the course of the management of their private wealth, are not subject to Luxembourg personal income tax, *provided* the disposal took place more than six months after the Notes were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income or assimilated thereto (*e.g.*, issue discount, redemption premium, etc.) is subject to Luxembourg income tax, insofar as the accrued but unpaid interest is credited separately, except if a final withholding tax has been levied on such payments in accordance with the Relibi Law.

Luxembourg resident individual Holders acting in the course of the management of a professional or business undertaking to which the Notes are attributable have to include any interest accrued or received, as well as any gain realized on the sale, disposal or redemption of the Notes, in their taxable income for Luxembourg income tax assessment purposes. If applicable, the tax levied in accordance with the Relibi Law will be credited against the final tax liability of the Holders.

Taxable gains are determined as being the difference between the sale, repurchase or redemption price (including accrued but unpaid interest) and the lower of the cost or book value of Notes sold or redeemed.

#### **Corporations**

A corporate resident Holder that is a fully-taxable company must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realized on the sale or disposal, in any form whatsoever, of the Notes, in its taxable income for Luxembourg income tax purposes.

### ***Other Taxes and Duties***

It is not compulsory that the Notes be filed, recorded or enrolled with any court or other authority in Luxembourg. No registration tax, stamp duty or any other similar documentary tax or duty is due in respect of or in connection with the Tender Offer or the redemption, repurchase or transfer of Notes, unless such tender, redemption, repurchase or transfer is (i) voluntarily presented to the registration formalities or (ii) appended to a document that requires mandatory registration.



## MISCELLANEOUS

### **Offeror, Dealer Manager and Solicitation Agent**

The Issuer and the Guarantors have engaged Morgan Stanley & Co. LLC to act as the Dealer Manager in connection with the Tender Offer and as the Solicitation Agent in connection with the Consent Solicitation. In these capacities, the Dealer Manager and the Solicitation Agent may contact Holders or beneficial owners of the Notes regarding the Tender Offer and the Consent Solicitation and may ask brokers, dealers, commercial banks and others to mail this Offer to Purchase and other materials to beneficial owners of the Notes.

At any given time, the Dealer Manager and the Solicitation Agent may trade the Notes or any securities of the Issuer or the Guarantors for its own account or for the accounts of its customers and, accordingly, may hold a long or short position in the Notes or those securities. As a result, the Dealer Manager and the Solicitation Agent may tender Notes in the Tender Offer and deliver Consents for its own account or for the accounts of its customers. The Dealer Manager and the Solicitation Agent is not obligated to make a market in the Notes.

Neither the Offeror, the Dealer Manager and the Solicitation Agent nor any of its affiliates assumes any responsibility for the accuracy or completeness of the information concerning the Issuer or the Guarantors contained in this Offer to Purchase or for any failure by the Issuer or the Guarantors to disclose events that may have occurred and may affect the significance or accuracy of such information.

Neither the Offeror, the Dealer Manager and the Solicitation Agent nor any of its directors, officers, employees, agents or affiliates is acting for any Holder, or will be responsible to any Holder for providing any protections that would be afforded to its clients or for providing advice in relation to the Tender Offer or the Consent Solicitation and, accordingly, neither the Offeror, the Dealer Manager, the Solicitation Agent nor any of its directors, officers, employees, agents or affiliates makes any representation or recommendation whatsoever regarding the Tender Offer or the Consent Solicitation or any recommendation as to whether any Holder should tender Notes in the Tender Offer and deliver Consents in the Consent Solicitation.

The Issuer and the Guarantors, jointly and severally, will reimburse the Offeror, the Dealer Manager and the Solicitation Agent for its reasonable expenses and have agreed to indemnify the Offeror, the Dealer Manager and the Solicitation Agent against certain liabilities, including liabilities under U.S. federal securities laws, in connection with the Tender Offer and the Consent Solicitation.

The Offeror, the Dealer Manager, the Solicitation Agent and its affiliates has engaged in other transactions with, and from time to time has provided investment banking, commercial banking and financial advisory services for, the Issuer and the Guarantors in the ordinary course of business. The Offeror, the Dealer Manager, the Solicitation Agent and its affiliates may also engage in transactions or perform such services for the Issuer and the Guarantors in the future. The Offeror, the Dealer Manager, the Solicitation Agent and its affiliates have acted or will act as initial purchasers or lenders, as the case may be, with respect to financings of the Issuer and the Guarantors, or their affiliates, including with respect to any new debt securities that may be issued in connection with the Financing Condition. Affiliates of the Offeror, the Dealer Manager and the Solicitation Agent may hold a portion of the Notes and, accordingly, may receive a portion of the consideration paid in the Tender Offer and the Consent Solicitation.

### **Information and Tender Agent**

The Issuer has retained D.F. King as the Information and Tender Agent for the Tender Offer and the Consent Solicitation. The Issuer will pay D.F. King customary fees for its services and reimburse it for its reasonable expenses.

### **Other Purchases of Notes**

The Issuer reserves the right, in its sole discretion, at any time or from time to time after the Expiration Time, to purchase, for cash, other consideration or a combination thereof, any Notes that are not tendered and accepted in the Tender Offer, through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as the Issuer may determine or negotiate, which prices may be more or less than the consideration to be paid to Holders pursuant to the Tender Offer.

Additionally, pursuant to the provisions of the Notes and the Indenture, the Issuer may elect to redeem, defease or discharge any Notes at any time whether or not this Tender Offer is consummated, including, without limitation, any Notes that remain outstanding after the Expiration Time.

For more information, see “Risk Factors—The Issuer expressly reserves the right to purchase or redeem any Notes that remain outstanding after the Expiration Time.”

### **Fees and Expenses**

The Issuer and the Guarantors will pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and any other related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes and Consents by their customers. Neither the Issuer nor the Guarantors will pay any fees or commissions to any broker, dealer or other person (other than the Dealer Manager and the Solicitation Agent and the Information and Tender Agent) in connection with the solicitation of tenders of Notes pursuant to the Tender Offer or the solicitation of Consents pursuant to the Consent Solicitation.

Tendering Holders will not be required to pay brokerage commissions or fees to the Offeror or brokerage commissions or fees of the Dealer Manager and the Solicitation Agent. The Issuer and the Guarantors will pay all fees and expenses of the Dealer Manager, the Solicitation Agent and the Information and Tender Agent in connection with the Tender Offer and the Consent Solicitation. Holders who tender their Notes and deliver their Consents through a custodian bank, depository, broker, trust company or other nominee should consult such institution as to whether it charges any service fees. The Issuer and the Guarantors will pay or cause to be paid any transfer taxes with respect to the Offeror’s purchase of Notes pursuant to the Tender Offer.

Any question regarding procedures for tendering Notes and delivering Consents or request for additional copies of this Offer to Purchase should be directed to the Information and Tender Agent.

*The Information and Tender Agent for the Tender Offer and the Consent Solicitation is:*

**D.F. King & Co., Inc.**  
E-mail: [fs@dfking.com](mailto:fs@dfking.com)  
48 Wall Street, 22nd Floor  
New York, New York 10005  
Attn: Michael Horthman

By Facsimile (For Eligible Institutions Only):

+1 (212) 709-3328

Attn: Michael Horthman

Confirmation by Telephone:

+1 (212) 232-3233

Banks and Brokers call: +1 (212) 269-5550 (collect)

All others call toll-free: +1 (800) 283-9185

Any question regarding the terms of the Tender Offer and the Consent Solicitation should be directed to the Dealer Manager and the Solicitation Agent.

*The Dealer Manager for the Tender Offer and the Solicitation Agent for the Consent Solicitation is:*

**Morgan Stanley & Co. LLC**  
1585 Broadway  
New York, New York 10036  
Attn: Liability Management Group  
Tel: +1 (800) 624-1808 (U.S. toll free) or  
+1 (212) 761-1057 (collect)