



Comunicado N° 8758
Ref.: Oferta de Compra de
ON Arcos Dorados Holdings Inc. 6,625% vto. 27/09/2023
Código CVSA: 91875
Código ISIN: USG0457FAD99

Buenos Aires, 20 de Marzo de 2017

Sres. Depositantes

Tengo el agrado de dirigirme a Uds. a efectos de hacerles llegar la información que hemos recibido de la Central Depositaria Internacional Euroclear Bank, sobre el título de la referencia.

Aquellos tenedores que deseen participar del evento deberán presentar, en el Sector Internacional de esta Caja de Valores S.A., el formulario "Solicitud para participar de Eventos Corporativos" (en Original y Duplicado), disponible en la página web de Caja de Valores S.A. (www.cajval.sba.com.ar), indicando la posición de títulos que aplica a su elección.

Fecha límite para participar de la oferta anticipada con cobro de prima por oferta anticipada: 27 de Marzo de 2017, hasta las 13:30 hs.

Fecha límite para participar de la oferta tardía sin cobro de prima por oferta anticipada: 10 de Abril de 2017, hasta las 13:30 hs.

Por favor tenga en cuenta que tales títulos serán bloqueados en una cuenta de Caja de Valores hasta la finalización de la oferta.

Cabe destacar que Caja de Valores S.A. trasladará a los señores depositantes los cargos que surjan de las gestiones relacionadas con el presente evento.

Para mayor información al respecto, adjuntamos el reporte recibido de la Central arriba mencionada (Anexo I), así como información sobre el evento enviada por Euroclear Bank (Anexo II).

Ante cualquier consulta sobre el presente evento se podrán comunicar con el Agente de Información designado por el emisor:

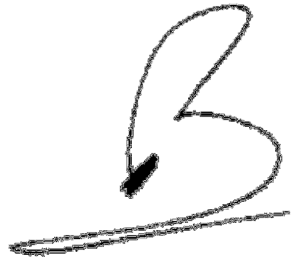
Global Bondholder Services Corporation

D.F. King and Co.
48 Wall Street, 22nd floor
New York, New York 10005
Teléfono: +54 212 269 5550
Teléfono gratuito: +54 877 864 5060
Email: arcosdorados@dfking.com
A la atención de: Andrew Beck

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

Caja de Valores S.A. - Agente de Depósito Colectivo - Agente de Custodia, Registro y Pago, registrado bajo el N°19 de la CNV
25 de Mayo 362 – Ciudad Autónoma de Buenos Aires – Argentina - C1002ABH- Tel. 4317-8900 www.cajval.sba.com.ar

Sin otro particular los saluda atentamente,



SEVERO I. RIZZO
GERENTE GENERAL

ES

ANEXO I

----- EVENT NUMBER 8700234 --- FIRST NOTIFICATION -----

EVENT TYPE 221 PURCHASE OFFER
+ FEE
Complete
MANDATORY/VOLUNTARY INDICATOR: VOLUNTARY

-----MAIN UNDERLYING SECURITY-----
- SECURITY USG0457FAD99 ARCOS DORADOS HOLDI 6.62500 27/09/23
(STRAIGHT) NOMINAL USD 1,000 MATURITY 27/09/23
QUOTATION PCT 105.500000 ON 17/03/17

----- OPTION INFORMATION -----
CA OPTION NUMBER: 1
CA OPTION TYPE: Cash
DEFAULT OPTION: NO
INSTRUCTION DEADLINE DATE: 29/03/17
INSTRUCTION DEADLINE TIME: 13:00 CET
PERIOD OF ACTION START DATE: 17/03/17
PERIOD OF ACTION END DATE: 29/03/17 TIME: 14:00 CET
PAYMENT DATE : 05/04/17
ACCT SERVICER REVOCABILITY START DATE: 17/03/17 TIME: 00:01 CET
ACCT SERVICER REVOCABILITY END DATE: 29/03/17 TIME: 13:00 CET
MARKET DEADLINE DATE: 29/03/17 TIME: 23:00 CET
REVOCABILITY START DATE: 17/03/17 TIME: 00:01 CET
REVOCABILITY END DATE : 29/03/17 TIME: 23:00 CET
PRORATION IND: Y

----- EXERCISE DETAILS -----
- SECURITY USG0457FAD99 ARCOS DORADOS HOLDI 6.62500 27/09/23
(STRAIGHT) NOMINAL USD 1,000 MATURITY 27/09/23
QUOTATION PCT 105.500000 ON 17/03/17

MINIMUM FOR EXERCISE: 100,000
MULTIPLE FOR EXERCISE: 1,000
ACCRUED INTEREST: TO BE RECEIVED BY HOLDER

INSTRUCTION AT BENEFICIAL OWNER LEVEL REQUIRED

----- PROCEED DETAILS -----
- CASH USD

CREDIT RATIO PER MULTIPLE EXERCISED:
GROSS AMOUNT: USD 1,070.00000000
AMOUNT/PRICE SHOWN IS APPROXIMATE
VALUE DATE: 05/04/17

TO TENDER BEFORE EARLY DEADLINE AND RECEIVE
TOTAL CONSIDERATION (INCL FEE USD 30) + ACCRUED INTEREST

----- OPTION INFORMATION -----
CA OPTION NUMBER: 2
CA OPTION TYPE: Cash
DEFAULT OPTION: NO
INSTRUCTION DEADLINE DATE: 12/04/17
INSTRUCTION DEADLINE TIME: 13:00 CET
PERIOD OF ACTION START DATE: 29/03/17
PERIOD OF ACTION END DATE: 12/04/17 TIME: 14:00 CET
PAYMENT DATE : 05/04/17
MARKET DEADLINE DATE: 13/04/17 TIME: 05:59 CET

ANEXO I

PRORATION IND: Y

----- EXERCISE DETAILS -----

- SECURITY USG0457FAD99 ARCOS DORADOS HOLDI 6.62500 27/09/23
(STRAIGHT) NOMINAL USD 1,000 MATURITY 27/09/23
QUOTATION PCT 105.500000 ON 17/03/17

MINIMUM FOR EXERCISE: 100,000
MULTIPLE FOR EXERCISE: 1,000
ACCRUED INTEREST: TO BE RECEIVED BY HOLDER

INSTRUCTION AT BENEFICIAL OWNER LEVEL REQUIRED

----- PROCEED DETAILS -----

- CASH USD
CREDIT RATIO PER MULTIPLE EXERCISED:
GROSS AMOUNT: USD 1,040.00000000
AMOUNT/PRICE SHOWN IS APPROXIMATE
VALUE DATE: 19/04/17

TO TENDER AND RECEIVE PURCHASE PRICE
+ ACCRUED INTEREST

----- OPTION INFORMATION -----

CA OPTION NUMBER: 3
CA OPTION TYPE: No Action
DEFAULT OPTION: YES
INSTRUCTION DEADLINE DATE: 12/04/17
INSTRUCTION DEADLINE TIME: 13:00 CET
PERIOD OF ACTION START DATE: 17/03/17
PERIOD OF ACTION END DATE: 12/04/17
PAYMENT DATE : 05/04/17
PRORATION IND: N

----- ACTION TO BE TAKEN -----

INFORMATION ON PURCHASE OFFER
EXECUTION DEADLINE: 29/03/17
FINAL SETTLEMENT DATE: 19/04/2017
ELECTR.CERTIF:N/ NO CERTIFICATION REQUIRED

TO INSTRUCT, YOU NEED TO:
- SEND A SEPARATE INSTRUCTION PER BENEFICIAL OWNER (BO)

BENEFICIAL OWNERSHIP:

DUE TO THE SPECIFIC MECHANICS OF THIS CORPORATE EVENT YOU HAVE TO
SEND A SEPARATE INSTRUCTION PER BO.

YOU ARE SOLELY RESPONSIBLE TO DETERMINE WHETHER TO SEND ONE
INSTRUCTION PER BO OR NOT. WE CANNOT PROVIDE ANY GUIDANCE ON THIS
REQUIREMENT. WE WILL FORWARD BUT NOT VALIDATE ANY INSTRUCTION
RECEIVED REGARDLESS IF YOU INSTRUCTED AT BENEFICIAL OWNER OR NOT.

ELECTRONIC INSTRUCTIONS:

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

ANEXO I

2. EASYWAY USERS:

A. TO INSTRUCT FOR THE OFFER BEFORE THE EARLY DEADLINE AND RECEIVE THE TOTAL CONSIDERATION, CHOOSE OPTION 001

B. TO INSTRUCT FOR THE OFFER AFTER THE EARLY BUT BEFORE THE FINAL DEADLINE, AND RECEIVE PURCHASE PRICE, CHOOSE OPTION 002

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

3. EUCLID USERS:

A. TO INSTRUCT FOR THE OFFER BEFORE THE EARLY DEADLINE AND RECEIVE THE TOTAL CONSIDERATION, SEND AN INSTRUCTION TYPE '62'

B. TO INSTRUCT FOR THE OFFER AFTER THE EARLY BUT BEFORE THE FINAL DEADLINE AND RECEIVE PURCHASE PRICE, SEND AN INSTRUCTION TYPE '54' WITH SUBTYPE 'CASH'

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

ALWAYS MENTION IN FIELD:

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

4. SWIFT MT565 USERS:

A. TO INSTRUCT FOR THE OFFER BEFORE THE EARLY DEADLINE AND RECEIVE THE TOTAL CONSIDERATION, USE CAON 001 CAOP CASH

B. TO INSTRUCT FOR THE OFFER AFTER THE EARLY BUT BEFORE THE FINAL DEADLINE AND RECEIVE PURCHASE PRICE USE CAON 002 CAOP CASH

ALWAYS MENTION IN FIELD:

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

PAPER FORM:

NO LEGAL DOCUMENTATION TO BE COMPLETED

DOCUMENTATION

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

A. E-MAIL: SEND AN E-MAIL TO CADOCS(AT)EUROCLEAR.COM. INDICATE IN THE SUBJECT OF YOUR E-MAIL THE FOLLOWING REFERENCE 8700234-221

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

B. THE EUROCLEAR WEBSITE (MY.EUROCLEAR.COM): TO ACCESS THE DOCUMENTATION, LOG IN OR GO THROUGH TO MYEUROCLEAR AS A GUEST. YOU CAN DOWNLOAD THE DOCUMENT(S) BY ENTERING THE CORPORATE ACTION NOTIFICATION NUMBER 8700234 IN THE SEARCH BOX ON MY.EUROCLEAR.COM MY APPS CORPORATE ACTIONS

REVOCABILITY

ANEXO I

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

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

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

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

.
SECURITIES FOR WHICH INSTRUCTIONS ARE RECEIVED WILL BE BLOCKED.
SECURITIES FOR WHICH INSTRUCTIONS ARE RECEIVED WILL BE DELIVERED.
SECURITIES BUYER: I/ARCOS DORADOS HOLDINGS INC
.

BY DEFAULT, EOC WILL TAKE NO ACTION

FOR DETAILS, CONTACT CORPORATE ACTIONS - DRIT INFO: 4245

----- EVENT DETAILS -----
INFORMATION SOURCE: INFORMATION AGENT:
D. F. KING AND CO.
48 WALL STREET, 22ND FLOOR
NEW YORK, NEW YORK 10005
BANKS AND BROKERS:
(212) 269-5550
TOLL-FREE:
(877) 864-5060
EMAIL:
ARCOSDORADOS(AT)DFKING.COM
BY FACSIMILE (FOR ELIGIBLE INSTITUTIONS ONLY):
(212) 709-3328
ATTN: ANDREW BECK
CONFIRMATION:
(212) 269-5552
BY MAIL, BY HAND AND OVERNIGHT COURIER:
48 WALL STREET, 22ND FLOOR
NEW YORK, NEW YORK 10005
ATTENTION: ANDREW BECK

GENERAL INFORMATION

THE PURPOSE OF THE OFFER IS TO EXTEND THE MATURITY PROFILE OF OUR LONG-TERM INDEBTEDNESS

1. TENDER AND CONSENT:
NOT APPLICABLE

2. CONDITIONS AND RESTRICTIONS

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

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

TIMETABLE

- - EXPECTED EARLY SETTLEMENT DATE: 05/04/2017

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- EXPECTED FINAL SETTLEMENT DATE: 19/04/2017

ENTITLEMENT

1. ACCRUED AND UNPAID INTEREST:

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

2. MINIMUM AGGREGATE ACCEPTANCE AMOUNT:

THE TENDER OFFER IS NOT CONDITIONAL ON A MINIMUM AGGREGATE AMOUNT OF SECURITIES BEING TENDERED

3. TENDER CAP:

MAXIMUM TENDER AMOUNT: USD 80 MILLION AGGREGATE PRINCIPAL AMOUNT ACROSS BOTH OF ITS OUTSTANDING 6.625PER CENT SENIOR NOTES DUE 2023

4. PRORATION:

IF THE AGGREGATE PRINCIPAL AMOUNT OF THE NOTES VALIDLY TENDERED IN THE OFFER AT OR PRIOR TO THE EARLY TENDER TIME EXCEEDS THE MAXIMUM TENDER AMOUNT, ISSUER WILL ACCEPT FOR PURCHASE AN AMOUNT OF NOTES EQUAL TO THE MAXIMUM TENDER AMOUNT AND PAY HOLDERS THEREOF, ON THE EARLY SETTLEMENT DATE, THE TOTAL CONSIDERATION WITH RESPECT TO SUCH NOTES ACCEPTED FOR PURCHASE

IN SUCH SITUATION, TO DETERMINE PRORATION FOR THE NOTES VALIDLY TENDERED AT OR PRIOR TO THE EARLY TENDER TIME, IT IS THAT PORTION OF SUCH HOLDER'S TENDERED NOTES THAT IS EQUAL TO THE TOTAL AMOUNT OF SUCH HOLDER'S TENDERED NOTES MULTIPLIED BY A FRACTION, THE NUMERATOR OF WHICH WOULD BE EQUAL TO THE MAXIMUM TENDER AMOUNT AND THE DENOMINATOR OF WHICH WOULD BE EQUAL TO THE TOTAL PRINCIPAL AMOUNT OF THE NOTES TENDERED PURSUANT TO THE OFFER AT OR PRIOR TO THE EARLY TENDER TIME, ROUNDED DOWNWARD TO THE NEAREST USD 1,000 PRINCIPAL AMOUNT.

IF THE AGGREGATE PRINCIPAL AMOUNT OF NOTES VALIDLY TENDERED IN THE OFFER AT OR PRIOR TO THE EARLY TENDER TIME EXCEEDS THE MAXIMUM TENDER AMOUNT, NOTES TENDERED AFTER THE EARLY TENDER TIME WILL NOT BE ELIGIBLE FOR PURCHASE UNLESS THE MAXIMUM TENDER AMOUNT IS INCREASED

IN THE EVENT THAT THE EARLY ACCEPTANCE AMOUNT DOES NOT EXCEED THE MAXIMUM TENDER AMOUNT, BUT THE AGGREGATE PRINCIPAL AMOUNT OF NOTES TENDERED IN THE OFFER AT OR PRIOR TO THE EXPIRATION TIME EXCEEDS THE MAXIMUM TENDER AMOUNT, ISSUER WILL ACCEPT FOR PURCHASE AN AMOUNT OF NOTES TENDERED AFTER THE EARLY TENDER TIME BUT AT OR PRIOR TO THE EXPIRATION TIME UP TO THE MAXIMUM TENDER AMOUNT AND PAY HOLDERS THEREOF THE PURCHASE PRICE WITH RESPECT TO SUCH NOTES ACCEPTED FOR PURCHASE. HOLDERS WHO VALIDLY TENDERED NOTES AT OR PRIOR TO THE EARLY TENDER TIME AND WHOSE NOTES WERE PURCHASED ON THE EARLY SETTLEMENT DATE WILL NOT BE SUBJECT TO PRORATION ON THE FINAL SETTLEMENT DATE.

IN SUCH CASE, TO DETERMINE PRORATION FOR THE NOTES TENDERED AFTER THE EARLY TENDER TIME BUT AT OR PRIOR TO THE EXPIRATION TIME, IT IS THAT PORTION OF SUCH HOLDER'S TENDERED NOTES THAT IS EQUAL TO THE TOTAL AMOUNT OF SUCH TENDERED NOTES MULTIPLIED BY A FRACTION, THE NUMERATOR OF WHICH WOULD BE EQUAL TO THE MAXIMUM TENDER AMOUNT LESS THE EARLY ACCEPTANCE AMOUNT AND THE DENOMINATOR OF WHICH WOULD BE EQUAL TO THE TOTAL PRINCIPAL AMOUNT OF NOTES TENDERED PURSUANT TO THE OFFER AFTER THE EARLY TENDER TIME BUT AT OR PRIOR TO THE EXPIRATION TIME, ROUNDED DOWNWARD TO THE NEAREST USD 1,000 PRINCIPAL AMOUNT

ANEXO I

5. POOLFACTOR:
NOT APPLICABLE.

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

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

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

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

=====END OF NOTICE=====

OFFER TO PURCHASE

ARCOS DORADOS HOLDINGS INC.

(a company incorporated under the laws of the British Virgin Islands)

OFFER TO PURCHASE FOR CASH

UP TO U.S.\$80 MILLION AGGREGATE PRINCIPAL AMOUNT OF ITS OUTSTANDING 6.625% SENIOR NOTES DUE 2023

Regulation S Notes (CUSIP: G0457FAD9 / ISIN: USG0457FAD99 / Common Code: 097584737)

Rule 144A Notes (CUSIP: 03965UAB6 / ISIN: US03965UAB61 / Common Code: 097602204)

The Offer (as defined below) will expire at 11:59 p.m., New York City time, on April 12, 2017 unless extended by the Company (as defined below) in its sole discretion (such time and date, as the same may be extended, the “Expiration Time”). To receive the Early Tender Payment (as defined below) in addition to the Purchase Price (as defined below), Holders (as defined herein) must validly tender their Notes at or prior to 5:00 p.m., New York City time, on March 29, 2017, unless extended (such time and date, as the same may be extended, the “Early Tender Time”). Tenders of Notes may be withdrawn at or prior to 5:00 p.m., New York City time, on March 29, 2017, unless extended (such time and date as the same may be extended, the “Withdrawal Deadline”). Notes tendered after the Withdrawal Deadline may not be withdrawn.

Arcos Dorados Holdings Inc., a company incorporated under the laws of the British Virgin Islands (the “Company”), hereby offers to purchase for cash (the “Offer”) up to U.S.\$80 million aggregate principal amount excluding accrued and unpaid interest (the “Maximum Tender Amount”) of its outstanding 6.625% Senior Notes due 2023 (the “Notes”). As of December 31, 2016, U.S.\$393,767,000 aggregate principal amount of Notes was outstanding. The Offer is being made upon the terms and subject to the conditions set forth in this Offer to Purchase (the “Offer to Purchase”).

The total consideration for each U.S.\$1,000 principal amount of Notes validly tendered and not validly withdrawn at or prior to the Early Tender Time and accepted pursuant to the Offer will be U.S.\$1,070 (the “Total Consideration”). The Total Consideration includes an early tender payment of U.S.\$30 per U.S.\$1,000 principal amount of Notes (the “Early Tender Payment”). The Early Tender Payment is payable only to Holders who validly tender and do not validly withdraw their Notes at or prior to the Early Tender Time, if such Notes are accepted pursuant to the Offer. Holders who validly tender their Notes after the Early Tender Time and at or prior to the Expiration Time will be entitled to receive the Total Consideration minus the Early Tender Payment (the “Purchase Price”), if such Notes are accepted for purchase. In addition, we will pay all accrued and unpaid interest on the Notes purchased pursuant to the Offer up to, but not including, the applicable Settlement Date (as defined below) (the “Accrued Interest”). If the aggregate principal amount of Notes validly tendered and not validly withdrawn exceeds the Maximum Tender Amount, acceptance of the Notes will be subject to proration as described in this Offer to Purchase. See “Proration.” **Furthermore, if the Offer is fully subscribed as of the Early Tender Time, Holders who validly tender Notes after the Early Tender Time may not have any of their Notes accepted for purchase, provided that such Notes may be accepted for purchase if the Company increases the Maximum Tender Amount, which the Company is entitled to do in its sole discretion without granting withdrawal rights. As a result, if Holders tender more Notes in the Offer than they expect to be accepted by the Company based on the Maximum Tender Amount and the Company subsequently increases such amount, such Holders will not be able to withdraw any of their previously tendered Notes. Accordingly, Holders should not tender any Notes that they do not wish to be accepted. There can be no assurance that the Company will increase the Maximum Tender Amount.**

Subject to the Maximum Tender Amount and the other terms and conditions described herein, we will pay (i) the Total Consideration, plus Accrued Interest, in same-day funds promptly after the Early Tender Time (the “Early Settlement Date”) to all Holders who validly tender and do not validly withdraw their Notes at or prior to the Early Tender Time; and (ii) the Purchase Price, plus Accrued Interest, in same-day funds promptly after the Expiration Time (the “Final Settlement Date”) and, each of the Early Settlement Date and the Final Settlement Date, a “Settlement Date”) to all Holders who validly tender their Notes after the Early Tender Time and at or prior to the Expiration Time. We expect the Early Settlement Date to be on or around April 5, 2017, being the fifth Business Day following the Early Tender Time, and the Final Settlement Date to be on or around April 19, 2017, being the fifth Business Day following the Expiration Time. As used in this Offer to Purchase, “Business Day” means a day, other than a Saturday, a Sunday, or a legal holiday or a day on which commercial banks and foreign exchange markets are authorized or obligated to close in the City of New York.

The Offer is not conditioned upon any minimum principal amount of Notes being tendered. The Offer is, however, subject to satisfaction of the Financing Condition (as defined herein) and the General Conditions (as defined herein).

The following table sets forth the material pricing terms being offered in the Offer:

Security Description	ISIN Number	CUSIP Number	Principal Amount Outstanding	Maximum Tender Amount	Purchase Price ⁽¹⁾	Early Tender Payment	Total Consideration ⁽²⁾
6.625% Senior Notes due 2023	US03965UAB61 (144A) and	03965UAB6 (144A) and	U.S.\$393,767,000	U.S.\$80,000,000	U.S.\$1,040	U.S.\$30	U.S.\$1,070
	USG0457FAD99 (Regulation S)	G0457FAD9 (Regulation S)					

(1) The amount to be paid for each U.S.\$1,000 principal amount of Notes validly tendered and not validly withdrawn after the Early Tender Time and at or prior to the Expiration Time (as described herein) and accepted for purchase, excluding accrued and unpaid interest.

(2) The Purchase Price plus the Early Tender Payment to be paid for each U.S.\$1,000 principal amount of Notes validly tendered and not validly withdrawn at or prior to the Early Tender Time (as described herein) and accepted for purchase, excluding accrued and unpaid interest.

NONE OF THE COMPANY, THE DEALER MANAGERS OR THE INFORMATION AND TENDER AGENT MAKES ANY RECOMMENDATION IN CONNECTION WITH THE OFFER.

The Dealer Managers for the Offer are:

Citigroup

J.P. Morgan

March 16, 2017

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Summary Timetable

Holders of Notes should take note of the following important dates in connection with the Offer:

<u>Date</u>	<u>Calendar Date and Time</u>	<u>Event</u>
Commencement Date	March 16, 2017	Commencement of the Offer upon the terms and subject to the conditions set forth in this Offer to Purchase.
Early Tender Time	5:00 p.m., New York City time, on March 29, 2017, unless extended by the Company in its sole discretion.	The last time and date for Holders to tender Notes and qualify to receive the Total Consideration, which includes the Early Tender Payment.
Withdrawal Deadline	5:00 p.m., New York City time, on March 29, 2017, unless extended by the Company in its sole discretion.	The last time and date for Holders to validly withdraw tenders, except as described under “Withdrawal of Tenders.”
Early Acceptance Date	The Company expects that this date will be promptly following the Early Tender Time.	Acceptance for purchase by the Company of Notes validly tendered and not validly withdrawn at or prior to the Early Tender Time, upon satisfaction or waiver of the terms and conditions to the Offer, including the Financing Condition and the General Conditions.
Early Settlement Date	The Early Settlement Date will occur promptly following the Early Acceptance Date, currently expected to be on or around April 5, 2017, being the fifth Business Day following the Early Tender Time.	The date the Company deposits, or causes to be deposited, with the Depository Trust Company (“DTC”) the amount of cash necessary to pay to each Holder whose Notes are validly tendered and not validly withdrawn at or prior to the Early Tender Time, the Total Consideration, which includes the Early Tender Payment.
Expiration Time	11:59 p.m., New York City time, on April 12, 2017, unless extended by the Company in its sole discretion.	The last time and date for Holders to tender Notes pursuant to the Offer.
Final Acceptance Date	The Company expects that this date will be promptly following the Expiration Time.	Acceptance for purchase by the Company of Notes validly tendered after the Early Tender Time and at or prior to the Expiration Time, upon satisfaction or waiver of the terms and conditions to the Offer, including the Financing Condition and the General Conditions.
Final Settlement Date	The Final Settlement Date will occur promptly following the Final Acceptance Date, currently expected to be on or around April 19, 2017, being the fifth Business Day following the Expiration Time.	The date the Company deposits or causes to be deposited with DTC the amount of cash necessary to pay to each Holder whose Notes are accepted for purchase but have not been previously purchased, the Purchase Price.

The above times and dates are subject to the absolute right of the Company to extend, re-open, amend or terminate the Offer, in its sole discretion (subject only to applicable law).

Jurisdictions; Restrictions

This Offer to Purchase does not constitute an offer to purchase Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer under applicable securities or “blue sky” laws. The distribution of this Offer to Purchase in certain jurisdictions may be restricted by law. Persons into whose possession this Offer to Purchase comes are required by us, the Dealer Managers and the Information and Tender Agent to inform themselves about, and to observe, any such restrictions.

The delivery of this Offer to Purchase shall not under any circumstances create any implication that the information contained in this Offer to Purchase or incorporated herein by reference is correct as of any time subsequent to the date of this Offer to Purchase or, in the case of information incorporated herein by reference, subsequent to the date thereof, or that there has been no change in the information set forth herein or incorporated herein by reference or in any attachments hereto or in the affairs of the Company or any of its subsidiaries or affiliates since the date of this Offer to Purchase.

This Offer to Purchase has not been approved or reviewed by a federal or state securities commission or regulatory authority of any country, nor has any such commission or authority passed on the accuracy or adequacy of this Offer to Purchase. Any representation to the contrary is a criminal offense.

IMPORTANT INFORMATION

THE CUSIP, ISIN AND COMMON CODES REFERENCED HEREIN ARE INCLUDED SOLELY FOR THE CONVENIENCE OF THE HOLDERS. NONE OF THE COMPANY, THE DEALER MANAGERS OR THE INFORMATION AND TENDER AGENT OR ANY OF THEIR RESPECTIVE AFFILIATES SHALL BE RESPONSIBLE FOR THE SELECTION OR USE OF THESE CUSIP, ISIN AND COMMON CODES, AND NO REPRESENTATION IS MADE AS TO THEIR CORRECTNESS ON THE NOTES OR AS INDICATED IN THIS OFFER TO PURCHASE.

Any Holder desiring to tender Notes pursuant to the Offer should, in the case of a beneficial owner whose Notes are held in book-entry form, request such beneficial owner’s Custodian (as defined herein) to effect the transaction for such beneficial owner. Only registered Holders of Notes are entitled to tender Notes. **A beneficial owner whose Notes are registered in the name of a Custodian must contact such Custodian if such beneficial owner desires to tender Notes so registered.** See “Procedures for Tendering Notes.”

Any questions or requests for assistance concerning the Offer may be directed to the Dealer Managers or the Information and Tender Agent at the addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase or any other documents may be directed to the Information and Tender Agent. Beneficial owners also may contact their broker, dealer, commercial bank, trust company or other nominee (each, a “Custodian”) for assistance concerning the Offer.

Tendering Holders will not be obligated to pay brokerage fees or commissions to the Company, the Dealer Managers or the Information and Tender Agent. However, such Holders may be obligated to pay commissions or other payments to their own Custodians or other agents.

The Information and Tender Agent and DTC have confirmed that the Offer is eligible for DTC’s Automated Tender Offer Program (“ATOP”). Accordingly, DTC participants may electronically transmit their acceptance of the Offer by transferring their Notes in accordance with DTC’s ATOP procedures for such a transfer. DTC will then send an Agent’s Message (as defined below) to the Information and Tender Agent. Holders desiring to tender their Notes on the Early Tender Time or the Expiration Time should note that they must allow sufficient time for completion of the ATOP procedures during normal business hours of DTC on such respective date.

In connection with this Offer, the Company expects to commence an offering of senior notes (the “New Notes”) to be issued by the Company (the “New Notes Offering”). The New Notes Offering will be made solely by means of an offering memorandum relating to that offering, and this Offer to Purchase does not constitute an offer to sell or the solicitation of an offer to buy any New Notes. The New Notes will be offered only to qualified institutional buyers in the United States in reliance on Rule 144A under the U.S. Securities Act of 1933, as amended (the

“Securities Act”) and to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act.

We intend to use the net proceeds from the New Notes Offering to purchase the Notes validly tendered pursuant to the Offer and to repay the secured loan agreement dated as of March 29, 2016 between Arcos Dourados Comércio de Alimentos Ltda., our Brazilian subsidiary, and Citibank N.A., Bank of America N.A., Itau BBA International plc, JPMorgan Chase Bank, N.A. and Banco Santander (Brasil) S.A., Cayman Islands Branch, as initial lenders (the “2016 Secured Loan Agreement”). If we are unable to consummate the New Notes Offering on terms and conditions satisfactory to us such that after repaying the 2016 Secured Loan Agreement, the net proceeds from the New Notes Offering, together with other available sources of cash, are sufficient to purchase all of the Notes validly tendered pursuant to the Offer (including any applicable Early Tender Payment and all Accrued Interest) on each applicable Settlement Date (the “Financing Condition”), we will not be required to accept for payment, purchase or pay for, and may delay the acceptance for payment of, any tendered Notes, and may terminate the Offer. See “Conditions of the Offer.”

This Offer to Purchase contains important information that should be read carefully and in its entirety before any decision is made with respect to the Offers.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offer to Purchase and, if given or made, such information or representation may not be relied upon as having been authorized by the Company, the Dealer Managers or the Information and Tender Agent.

None of the Company, the Dealer Managers, the Information and Tender Agent or any affiliate of any of them makes any recommendation as to whether or not holders that exercise investment discretion with respect to Notes (each a “Holder” and collectively, the “Holders”) should tender Notes pursuant to the Offer. Each Holder must decide whether to tender Notes and, if tendering, the amount of Notes to tender. Holders are urged to review carefully all information contained or incorporated by reference in this Offer to Purchase.

The Company has not provided guaranteed delivery procedures in connection with the Offer. Holders wishing to tender Notes must do so in accordance with the procedures set forth under “Procedures For Tendering Notes.”

AVAILABLE INFORMATION

We are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Accordingly, we are required to file reports and other information with the SEC, including annual reports on Form 20-F and reports on Form 6-K. You may inspect and copy reports and other information filed with the SEC at the Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an Internet website that contains reports and other information about issuers, like us, that file electronically with the SEC. The address of that website is <http://www.sec.gov>.

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and its executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

INCORPORATION BY REFERENCE

We incorporate herein by reference:

- our annual report on Form 20-F for the year ended December 31, 2015, which was filed with the SEC on April 29, 2016;
- our report on Form 6-K dated March 15, 2017 (second report filed on such day only); and
- any annual report we file with the SEC pursuant to the Exchange Act on Form 20-F after the date of this Offer to Purchase and prior to the Expiration Time.

We may also incorporate by reference any Form 6-K subsequently submitted to the SEC by identifying in such Form that it is being incorporated by reference into this Offer to Purchase.

The annual report on Form 20-F and our reports on Form 6-K incorporated by reference in this Offer to Purchase are available on the SEC’s website, <http://www.sec.gov>. All information contained in this Offer to Purchase is qualified in its entirety by the information, including the notes thereto, contained in the Form 20-F and our reports on Form 6-K incorporated by reference in this Offer to Purchase.

You may obtain a copy of the Form 20-F and our reports on Form 6-K incorporated by reference in this Offer to Purchase at no cost by writing or calling us at the following address:

Arcos Dorados Holdings Inc.
Dr. Luis Bonavita 1294, Office 501
Montevideo, Uruguay, 11300
Telephone: +598 2626-3000
Fax: +598 2626-3018

FORWARD-LOOKING STATEMENTS

Certain matters discussed in this Offer to Purchase and our annual report on Form 20-F incorporated by reference herein contain forward-looking statements, estimates, assumptions and statements of intention by the Company, or of its current views, which are inherently subject to significant uncertainties, many of which are beyond the Company's control, including, among other things:

- general economic, political, demographic and business conditions in Latin America and the Caribbean;
- fluctuations in inflation and exchange rates in Latin America and the Caribbean;
- our ability to implement our growth strategy;
- the success of operating initiatives, including advertising and promotional efforts and new product and concept development by us and our competitors;
- our ability to compete and conduct our business in the future;
- changes in consumer tastes and preferences, including changes resulting from concerns over nutritional or safety aspects of beef, poultry, french fries or other foods or the effects of health pandemics and food-borne illnesses such as "mad cow" disease and avian influenza or "bird flu," and changes in spending patterns and demographic trends, such as the extent to which consumers eat meals away from home;
- the availability, location and lease terms for restaurant development;
- our intention to focus on our restaurant reimagining plan;
- our franchisees, including their business and financial viability and the timely payment of our franchisees' obligations due to us and to McDonald's;
- our ability to comply with the requirements of the Master Franchise Agreements, including McDonald's standards;
- our decision to own and operate restaurants or to operate under franchise agreements;
- the availability of qualified restaurant personnel for us and for our franchisees, and the ability to retain such personnel;
- changes in commodity costs, labor, supply, fuel, utilities, distribution and other operating costs;
- our ability, if necessary, to secure alternative distribution of supplies of food, equipment and other products to our restaurants at competitive rates and in adequate amounts, and the potential financial impact of any interruptions in such distribution;
- changes in government regulation;
- other factors that may affect our financial condition, liquidity and results of operations; and
- other risk factors discussed under "Risk Factors" in our annual report on Form 20-F incorporated by reference herein.

Such forward-looking statements include the Company's expectations with respect to the Company's businesses following the completion of the Offer and speak only as of the date of this Offer to Purchase. In addition, in this Offer to Purchase, the words "anticipates," "believes," "estimates," "expects," "plans," "intends" and similar expressions as they relate to the Company are intended to specifically identify forward-looking statements, but are not the exclusive means for identifying these statements.

All subsequent written and oral forward-looking statements attributable to the Company, or persons acting on its behalf, are expressly qualified in their entirety by the previous statements. Forward-looking statements the Company or management of the Company makes represent their respective judgments on the dates such statements are made. Neither the Company nor management of the Company assume any obligation to update any information contained or incorporated by reference in this Offer to Purchase or to publicly release the results of any revisions to any forward-looking statements to reflect events or circumstances that occur, or that the Company or management of the Company become aware of, after the date of this Offer to Purchase.

THIS OFFER TO PURCHASE CONTAINS IMPORTANT INFORMATION THAT SHOULD BE READ BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

NO DEALER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE OFFER, OTHER THAN THOSE CONTAINED IN THIS OFFER TO PURCHASE. IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MAY NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY, THE DEALER MANAGERS, OR THE INFORMATION AND TENDER AGENT.

SUMMARY

The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Offer to Purchase. For a more complete understanding of the Offer, you should read this entire Offer to Purchase. Capitalized terms not otherwise defined in this summary have the meanings assigned to them elsewhere in this Offer to Purchase.

The Company.....	Arcos Dorados Holdings Inc., a company incorporated under the laws of the British Virgin Islands.
The Offer	The Company is offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, up to U.S.\$80 million aggregate principal amount (excluding Accrued Interest) of its outstanding Notes validly tendered and not validly withdrawn at or prior to the Expiration Time. See “The Offer.”
Purpose of the Offer	The purpose of the Offer is to extend the maturity profile of our long-term indebtedness. See “Purpose and Background of the Offer.”
Source of Funds	We intend to fund the purchase of the Notes in the Offer and pay all related fees and expenses with cash on hand from the sale of the Company’s New Notes and other available sources of cash. This Offer to Purchase is not an offer to sell or a solicitation of an offer to buy the New Notes.
The Notes.....	The Company’s 6.625% Senior Notes due 2023. As of the date hereof, the aggregate principal amount of Notes outstanding is U.S.\$393,767,000.
Total Consideration	The Total Consideration for each U.S.\$1,000 principal amount of Notes validly tendered and not validly withdrawn and accepted for payment pursuant to the Offer will be U.S.\$1,070. The Total Consideration includes an Early Tender Payment of U.S.\$30. In addition, Holders whose Notes are purchased in the Offer will receive Accrued Interest with respect to their purchased Notes.
Early Tender Payment	Holders who validly tender Notes at or prior to the Early Tender Time will be eligible to receive the Early Tender Payment of U.S.\$30 for each U.S.\$1,000 principal amount of the Notes. The Early Tender Payment is included in the Total Consideration.
Purchase Price	Holders who validly tender their Notes after the Early Tender Time and at or prior to the Expiration Time will be eligible to receive the Purchase Price, which is equal to the Total Consideration minus the Early Tender Payment. In addition, Holders whose Notes are purchased in the Offer will receive Accrued Interest with respect to their purchased Notes.
Maximum Tender Amount	The aggregate principal amount of Notes purchased will not exceed U.S.\$80 million. If the aggregate principal amount of Notes validly tendered and not validly withdrawn exceeds the Maximum Tender Amount, acceptance of the Notes will be subject to proration as described in this Offer to Purchase. See “Proration.” We reserve the right, but are not obligated, to increase the Maximum Tender Amount without extending the Withdrawal Deadline or otherwise reinstating

withdrawal rights. As a result, if Holders tender more Notes in the Offer than they expect to be accepted by the Company based on the Maximum Tender Amount and the Company subsequently increases such amount, such Holders will not be able to withdraw any of their previously tendered Notes. Accordingly, Holders should not tender any Notes that they do not wish to be accepted.

Accrued Interest	All accrued and unpaid interest on the Notes up to, but not including, the applicable Settlement Date.
Minimum Denominations	Notes may be tendered only in principal amounts equal to minimum denominations of U.S.\$100,000 and integral multiples of U.S.\$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of U.S.\$100,000 principal amount.
Early Tender Time	The last date and time by which Holders must tender Notes to be eligible to receive the Total Consideration (which includes the Early Tender Payment) is at 5:00 p.m., New York City time, on March 29, 2017, unless extended by the Company in its sole discretion. The term “Early Tender Time” means such time and date or, if the Early Tender Time is extended, the latest time and date to which the Early Tender Time is so extended. See “Expiration Time; Extension; Amendment; Termination.”
Early Acceptance Date	The date on which the Company accepts for payment all Notes that have been validly tendered and not validly withdrawn at or prior to the Early Tender Time. The Company expects this date to be promptly following the Early Tender Time.
Early Settlement Date	On the Early Settlement Date the Company will, subject to the terms and conditions of the Offer, pay for and purchase all Notes that have been validly tendered and not validly withdrawn at or prior to the Early Tender Time. We expect the Early Settlement Date to be on or around April 5, 2017, being the fifth Business Day following the Early Tender Time.
Withdrawal Rights.....	Tenders of Notes may be withdrawn at or prior to 5:00 p.m., New York City time, on March 29, 2017, unless extended. Any tendered Notes may not be withdrawn after the Withdrawal Deadline unless the Company (i) makes a material change in the terms of the Offer that is, in the Company’s determination, adverse to the interests of tendering Holders or (ii) is otherwise required by law to permit withdrawal, in either case only for such time as the Company deems appropriate or as required by law.
Expiration Time	The Offer will expire at 11:59 p.m., New York City time, on April 12, 2017, unless extended by the Company in its sole discretion. The term “Expiration Time” means such time and date or, if the Offer is extended, the latest time and date to which the Offer is so extended. See “Expiration Time; Extension; Amendment; Termination.”

Final Acceptance Date.....	The date on which the Company accepts for payment all Notes that have been validly tendered after the Early Tender Time and at or prior to the Expiration Time. The Company expects this date to be promptly following the Expiration Time.
Final Settlement Date	On the Final Settlement Date the Company will pay for and purchase all Notes that have been validly tendered after the Early Tender Time and at or prior to the Expiration Time, subject to the Maximum Tender Amount, proration and the other terms and conditions of the Offer. We expect the Final Settlement Date to be on or around April 19, 2017, being the fifth Business Day following the Expiration Time.
Conditions to the Offer	The Offer is subject to the satisfaction (or waiver) of the Financing Condition and the General Conditions. See “Conditions of the Offer.”
Acceptance of Tendered Notes and Payment.....	Upon the terms and subject to the conditions of the Offer, Holders of Notes that have been validly tendered (and not validly withdrawn) shall receive payment therefor on the applicable Settlement Date. In the event Notes tendered are not purchased, they will be promptly returned or credited to the Holder’s account.
Extensions, Amendments and Termination.....	We reserve the right, in our sole discretion, to extend the Early Tender Time, the Withdrawal Deadline and the Expiration Time at any time, to increase the Maximum Tender Amount at any time, and, subject to applicable law, to terminate the Offer before the Expiration Time and not accept for purchase any Notes not theretofore accepted for purchase pursuant to the Offer and otherwise amend the terms of the Offer in any respect. Any such extension, amendment or termination by us will be followed promptly by announcement thereof. Without limiting the manner in which we may choose to make such announcement, we will not, unless otherwise required by law, have any obligation to advertise or otherwise communicate any such announcement other than by issuing a press release or such other means of announcement as we deem appropriate. If we make a material change to the terms of the Offer or the information concerning the Offer or waive a material condition of the Offer, we will, to the extent required by law, disseminate additional Offer materials and will extend the Offer.
Procedures for Tendering.....	Any Holder wishing to tender its Notes should promptly contact the Custodian who holds such Notes on the Holder’s behalf to determine such Custodian’s procedures for tendering. Holders are urged to contact their Custodians promptly, as Custodians will likely establish deadlines that are earlier than the deadlines specified in this Offer to Purchase. See “Procedures for Tendering Notes.”
Material Tax Considerations	For a discussion of material U.S. federal income tax considerations of the Offer applicable to Holders of Notes, see “Certain U.S. Federal Income Tax Considerations.” For a discussion of material British Virgin Islands tax considerations of the Offer applicable to Holders of Notes, see “Certain British Virgin Islands Tax Considerations.”

Dealer Managers	Citigroup Global Markets Inc. and J.P. Morgan Securities LLC
Information and Tender Agent.....	D. F. King & Co., Inc.
Information	Any questions or requests for assistance concerning the Offer may be directed to the Dealer Managers or the Information and Tender Agent at the addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase or any other documents may be directed to the Information and Tender Agent. Beneficial owners also may contact their Custodian for assistance concerning the Offer.
Trustee, registrar, paying agent and transfer agent.....	Citibank, N.A.
Luxembourg paying agent, transfer agent and listing agent	Banque Internationale à Luxembourg, <i>société anonyme</i> .

THE COMPANY

We are the world's largest McDonald's franchisee in terms of systemwide sales and number of restaurants, according to McDonald's, representing 4.5% of McDonald's global sales in 2016. We have the exclusive right to own, operate and grant franchises of McDonald's restaurants in 20 countries and territories in Latin America and the Caribbean, including Argentina, Aruba, Brazil, Chile, Colombia, Costa Rica, Curaçao, Ecuador, French Guiana, Guadeloupe, Martinique, Mexico, Panama, Peru, Puerto Rico, Trinidad and Tobago, Uruguay, the U.S. Virgin Islands of St. Croix and St. Thomas, and Venezuela, which we refer to collectively as the Territories. As of December 31, 2016, we operated or franchised 2,156 McDonald's-branded restaurants, which represented 6.9% of McDonald's total franchised restaurants worldwide. In 2016 and 2015, we accrued \$142.8 million and \$149.1 million, respectively, in royalties to McDonald's (not including royalties accrued on behalf of our franchisees).

We operate in the quick service restaurant, or QSR, sub-segment of the fast food segment of the Latin American and Caribbean food service industry. In Latin America and the Caribbean, the fast food segment has benefited from the region's increasing modernization, as people in more densely populated areas adopt lifestyles that increasingly seek convenience, speed and value.

We commenced operations on August 3, 2007, as a result of our purchase of McDonald's operations and real estate in the Territories (except for Trinidad and Tobago), which we refer to collectively as the McDonald's LatAm business, and the acquisition of McDonald's franchise rights pursuant to certain Master Franchise Agreements entered into with McDonald's, which together with the purchase of the McDonald's LatAm business, we refer to as the Acquisition. We operate McDonald's-branded restaurants under two different operating formats: Company-operated restaurants and franchised restaurants. As of December 31, 2016, of our 2,156 McDonald's-branded restaurants in the Territories, 1,553 (or 72.0%) were Company-operated restaurants and 603 (or 28.0%) were franchised restaurants. We generate revenues primarily from two sources: sales by Company-operated restaurants and revenues from franchised restaurants. Revenues from franchised restaurants primarily consist of rental income, which is generally based on the greater of a flat fee or a percentage of sales reported by franchised restaurants. We own the land for 496 of our restaurants (totaling approximately 1.1 million square meters) and the buildings for all but 11 of our restaurants.

We divide our operations into four geographical divisions: Brazil; the Caribbean division, consisting of Aruba, Colombia, Curaçao, French Guiana, Guadeloupe, Martinique, Puerto Rico, Trinidad and Tobago, the U.S. Virgin Islands of St. Croix and St. Thomas and Venezuela; the North Latin America division, or "NOLAD," consisting of Costa Rica, Mexico and Panama; and the South Latin America division, or "SLAD," consisting of Argentina, Chile, Ecuador, Peru and Uruguay.

As of December 31, 2016, 41.8% of our restaurants were located in Brazil, 17.8% in SLAD, 24.0% in NOLAD and 16.4% in the Caribbean division. We believe our diversified market presence reduces our dependence on any one market and helps stabilize the impact of individual countries' economic cycles on our revenues. We focus on our customers by managing operations at the local level, including marketing campaigns and special offers, menu management and monitoring customer satisfaction, while leveraging our size by conducting administrative and strategic functions at the divisional or corporate level, as appropriate.

RISK FACTORS

You should carefully consider the specific factors listed below and the other information included in this Offer to Purchase, including the Risk Factors in our annual report on Form 20-F incorporated by reference herein, before making an investment decision. The risks and uncertainties described below are not the only ones that we face. Additional risks and uncertainties that we do not know about or that we currently think are immaterial may also impair our business operations. Any of the following risks, if they actually occur, could materially and adversely affect our business, results of operations, prospects and financial condition. In that event, the market price of the notes could decline, and you could lose all or part of your investment.

Risks Related to the Offer

Upon consummation of the Offer, liquidity of the market for outstanding Notes may be substantially reduced, and market prices for outstanding Notes may decline as a result.

To the extent the Offer is consummated, the aggregate principal amount of outstanding Notes will be reduced and such reduction could be substantial. A reduction in the amount of outstanding Notes would likely adversely affect the liquidity of the non-tendered or not accepted Notes. An issue of securities with a small outstanding principal amount available for trading, or float, generally commands a lower price than does a comparable issue of securities with a greater float. Therefore, the market price of Notes that are not tendered or not accepted may be adversely affected. A reduced float may also make the trading prices of Notes that are not tendered more volatile.

We expressly reserve the right to purchase any Notes that remain outstanding after the Expiration Time.

We expressly reserve the absolute right, in our sole discretion, from time to time to purchase any Notes that remain outstanding after the Expiration Time through open market or privately negotiated transactions, one or more additional tender or exchange offers or otherwise, on terms that may differ from the Purchase Price and Early Tender Payment and could be for cash or other consideration, or to exercise any of our rights under the indenture governing the Notes (the “Indenture”).

Holders of Notes may not withdraw their tendered Notes on or after the Withdrawal Deadline except as required by applicable law.

The Withdrawal Deadline of the Offer is 5:00 p.m., New York City time, on March 29, 2017, and on or following the Withdrawal Deadline withdrawal rights will only be provided as required by applicable law. As a result, there may be an unusually long period of time during which participating holders may be unable to effect transfers or sales of their Notes.

The Offer may be cancelled, delayed or amended.

The Company has the right to terminate or withdraw, at its sole discretion, the Offer, if the Financing Condition or any of the General Conditions is not satisfied prior to the Expiration Time. Even if the Offer is consummated, it may not be consummated on the schedule described in this Offer to Purchase. Accordingly, holders participating in the Offer may have to wait longer than expected to receive the Total Consideration or the Purchase Price, as applicable, during which time such holders will not be able to effect transfers or sales of their Notes (except in the limited circumstances described herein). In addition, subject to certain limits, the Company has the right to amend the terms of the Offer prior to the Expiration Time.

The Total Consideration and Purchase Price do not reflect any independent valuation of the Notes.

The Company has not obtained or requested a fairness opinion from any financial advisor as to the fairness of the consideration received by holders of Notes in the Offer. If you tender your Notes, you may or may not receive more or as much value as you would if you choose to keep them, and there may be a reduction in the aggregate principal amount of debt owed to you.

A Holder may not be able to tender all or any of its Notes.

The amount of Notes accepted for purchase in this Offer may be limited because of the Maximum Tender Amount, the consequences of which include, among other things, that we will not accept for purchase more than the Maximum Tender Amount of Notes validly tendered. If the Offer is fully subscribed as of the Early Tender Time, Notes validly tendered after the Early Tender Time will not be accepted for purchase, provided that such Notes may be accepted for purchase if we increase the Maximum Tender Amount, which we are entitled to do in our sole discretion. We can offer no assurance that we will increase the Maximum Tender Amount. Accordingly, we cannot assure you of the amount, if any, of your Notes that will be accepted for purchase in the Offer.

PURPOSE AND BACKGROUND OF THE OFFER

The purpose of the Offer is to extend the maturity profile of our long-term indebtedness by acquiring up to U.S.\$80 million aggregate principal amount (excluding Accrued Interest) of the outstanding Notes and offering the New Notes. Any Notes that remain outstanding after the termination of the Offer will continue to be our obligations. Holders of those outstanding Notes will continue to have all of the rights associated with the Notes and the Indenture. We are not seeking approval of Holders for any amendment to the Notes and the Indenture.

At any time and from time to time after consummation or earlier termination of the Offer, the Company or its affiliates may acquire any Notes, to the extent permitted by applicable law, through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemption, or otherwise, upon such terms and at such prices as the Company may determine (or as may be provided for in the Indenture), which may be more or less than the price to be paid pursuant to the Offer and could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives or combinations thereof the Company or its affiliates will choose to pursue in the future.

None of the Company, the Dealer Managers, the Information and Tender Agent or any affiliate of any of them is making any recommendation to the Holders as to whether to tender or refrain from tendering the Notes. Each Holder must decide whether to tender Notes, and if tendering, the amount of Notes to tender. Holders are urged to carefully review all of the information contained or incorporated by reference in this Offer to Purchase.

SOURCE AND AMOUNT OF FUNDS

The total amount of funds required to purchase all of the Notes sought pursuant to the Offer (including the Early Tender Payment with respect to all Notes and all Accrued Interest) is expected to be approximately U.S.\$86 million, assuming U.S.\$80 million aggregate principal amount of Notes are validly tendered at or prior to the Early Tender Time and accepted for purchase. The Company expects to purchase the Notes sought pursuant to the Offer and to pay all related fees and expenses with cash on hand from the sale of the New Notes pursuant to the New Notes Offering and other available sources of cash.

The New Notes Offering is expected to be consummated prior to the Expiration Date, but the timing of the consummation, if any, of the New Notes Offering will depend on market conditions and other factors. There can be no assurance that we will complete timely, or at all, the New Notes Offering, and our obligation to accept for purchase and pay for the Notes validly tendered pursuant to the Offer is conditioned upon satisfaction or waiver of the Financing Condition relating to the New Notes Offering, as set forth under “Conditions to the Offer” below.

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

CONDITIONS OF THE OFFER

Notwithstanding any other provision of the Offer, the Company will not be required to accept for purchase, or pay for, Notes tendered pursuant to the Offer and may terminate, extend or amend the Offer and may (subject to Rule 14e-1(c) under the Exchange Act, which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of a tender offer) postpone the acceptance for purchase of, and payment for, Notes so tendered if the Financing Condition or the General Conditions have not been satisfied. The Offer is not conditioned upon any minimum principal amount of Notes being tendered.

The Financing Condition requires receipt by the Company of net proceeds from the New Notes Offering such that after repaying the 2016 Secured Loan Agreement, the net proceeds, together with other available sources of cash, are sufficient to purchase all of the Notes validly tendered pursuant to the Offer (including any applicable Early Tender Payment and all Accrued Interest) on each applicable Settlement Date.

All of the “General Conditions” shall be deemed to be satisfied unless any of the following conditions shall occur on or after the date of this Offer to Purchase and at or prior to the Expiration Time:

(i) there shall have been instituted, threatened or be pending any action, proceeding, application, claim, counterclaim or investigation (whether formal or informal) (or there shall have been any material adverse development to any action, application, claim, counterclaim or proceeding currently instituted, threatened or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, domestic or foreign, or by any other person, domestic or foreign, in connection with the Offer that, in our reasonable judgment, either (a) is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition (financial or otherwise), income, assets, liabilities or prospects, (b) would or might prohibit or prevent, or significantly restrict or delay, consummation of the Offer or (c) would require a modification to the terms of the Offer that would materially impair the contemplated benefits of the Offer to us;

(ii) an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our reasonable judgment, either (a) would or is reasonably likely to prohibit or prevent, or significantly restrict or delay, consummation of the Offer or (b) is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition (financial or otherwise), income, assets, liabilities or prospects;

(iii) there shall have occurred or be reasonably likely to occur any event or condition affecting our or our affiliates' business or financial affairs and our subsidiaries that, in our reasonable judgment, either (a) is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition (financial or otherwise), income, assets, liabilities or prospects, or (b) would or might be reasonably expected to prohibit or prevent, or significantly restrict or delay, consummation of the Offer;

(iv) the Company shall have determined that anything could prohibit or delay the Offer from being consummated in the manner contemplated in this Offer to Purchase or impair its anticipated benefits of the Offer; and

(v) there shall have occurred (a) any general suspension of, or limitation on prices for, trading in the securities or financial markets in the United States or any of the countries in which we operate, (b) any significant change in the price of the Notes which is adverse to the Company or any of its affiliates, (c) a material impairment in the trading market for debt securities, (d) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any of the countries in which we operate, (e) any limitation (whether or not mandatory) by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, or other event that, in the reasonable judgment of the Company, might affect the extension of credit by banks or other lending institutions, (f) (1) an outbreak or escalation of hostilities or acts of terrorism involving the United States or any of the countries in which we operate or declaration of a national emergency or war by the United States or any of the countries in which we operate or (2) any other calamity or crisis or any change in political, financial or economic conditions, if the effect of any such event in (1) or (2), in the Company's sole judgment, makes it impracticable or inadvisable to proceed with the Offer, or (g) in the case of any of the foregoing existing on the date of this Offer to Purchase, a material acceleration or worsening thereof.

The conditions to the Offer are for the sole benefit of the Company and may be asserted by it in its sole discretion regardless of the circumstances giving rise to such conditions or may be waived by it, in whole or in part, in its sole discretion, whether or not any other condition of the Offer also is waived. The Company has not made a decision as to what circumstances would lead it to waive any such condition, and any such waiver would depend on circumstances prevailing at the time of such waiver. Any determination by the Company concerning the events described in this section shall be final and binding upon all applicable Holders.

Although the Company does not have present plans or arrangements to do so, it reserves the right to amend, at any time, the terms of the Offer. The Company will give Holders notice of such amendments as may be required by applicable law.

THE OFFER

This Offer to Purchase contains important information that should be read carefully before any decision is made with respect to the Offer.

General

Upon the terms and subject to the conditions set forth in this Offer to Purchase, the Company hereby offers to purchase for cash, up to the Maximum Tender Amount, its outstanding Notes that are validly tendered and not validly withdrawn.

Notes may be tendered only in principal amounts equal to minimum denominations of U.S.\$100,000 and integral multiples of U.S.\$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of U.S.\$100,000 principal amount. Any tender of Notes the proration of which would otherwise result in a return of Notes to a tendering Holder in a principal amount below the minimum denomination may be rejected in full or accepted in full in our sole discretion, such that no Holder shall hold less than the minimum authorized denomination following its tender.

Total Consideration and Purchase Price

The Total Consideration for each U.S.\$1,000 principal amount of Notes validly tendered and not validly withdrawn and accepted for payment pursuant to the Offer at or prior to the Early Tender Time will be U.S.\$1,070. The Total Consideration includes the Early Tender Payment of U.S.\$30 per U.S.\$1,000 principal amount of Notes, payable only to Holders who tender their Notes at or prior to the Early Tender Time. The Purchase Price for each U.S.\$1,000 principal amount of Notes validly tendered and accepted for purchase pursuant to the Offer after the Early Tender Time and at or prior to the Expiration Time will equal the Total Consideration minus the Early Tender Payment. In addition, we will pay Accrued Interest on the Notes purchased in the Offer, which is interest accrued but unpaid up to but not including the applicable Settlement Date.

None of the Notes, the Indenture or applicable law give the holders any appraisal or similar rights to request a court or other person to value their outstanding Notes in connection with the Offer.

Payment for Notes validly tendered and accepted for purchase will be made by transfer of immediately available funds by the Company to DTC.

Early Tender Payment

In the event Notes are accepted for purchase pursuant to the Offer, Holders will receive the Early Tender Payment in cash (as part of the Total Consideration) equal to U.S.\$30 for each U.S.\$1,000 principal amount of Notes that have been validly tendered and not validly withdrawn at or prior to the Early Tender Time. If a Holder's Notes are not validly tendered pursuant to the Offer at or prior to the Early Tender Time, or are validly withdrawn and not validly retendered at or prior to the Early Tender Time, such Holder will not receive the Early Tender Payment.

The Total Consideration, which consists of the Purchase Price and Early Tender Payment, will be paid on the Early Settlement Date to Holders who validly tender (and do not validly withdraw) their Notes at or prior to the Early Tender Time, assuming the Notes are accepted for purchase pursuant to the Offer. Holders who validly tender their Notes after the Early Tender Time will be entitled to receive the Purchase Price if such Notes are accepted for purchase, but will not be entitled to receive the Early Tender Payment. The Purchase Price for Notes validly tendered after the Early Tender Time and at or prior to the Expiration time will be paid on the Final Settlement Date.

The Company reserves the right, in its sole discretion, to extend, amend or terminate the Offer. See "Expiration Time; Extension; Amendment; Termination."

EXPIRATION TIME; EXTENSION; AMENDMENT; TERMINATION

The Offer will expire at 11:59 p.m., New York City time, on April 12, 2017, unless extended by the Company in its sole discretion. The last time and date by which a Holder must tender its Notes to be eligible for the Total Consideration, which includes the Early Tender Payment, is 5:00 p.m., New York City time, on March 29, 2017, unless extended by the Company in its sole discretion. The Company expressly reserves the right to extend the Expiration Time, the Early Tender Time, or the Withdrawal Deadline from time to time or for such period or periods as it may determine in its sole discretion by giving oral (to be confirmed in writing) or written notice of such extension to the Information and Tender Agent and by promptly making a public announcement thereof by press release, which announcement in the case of the Expiration Time shall be at or prior to 9:00 a.m., New York City time, on the next business day following the previously scheduled Expiration Time. In the event the Expiration Time, the Early Tender Time or the Withdrawal Deadline are extended, the terms “Expiration Time,” “Early Tender Time” and “Withdrawal Deadline” shall mean the time and date on which the Expiration Time, the Early Tender Time and the Withdrawal Deadline, as so extended, respectively, shall occur. We will not have any obligation to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release or notice, in addition to any press release or notice required pursuant to the terms of the Indenture, to the Information and Tender Agent and the Dealer Managers. During any extension of the Offer for the Notes, all such Notes previously tendered and not accepted for purchase will remain subject to such Offer and may, subject to the terms and conditions of such Offer, be accepted for purchase by the Company.

To the extent it is legally permitted to do so, the Company expressly reserves the absolute right, in its sole discretion, and at any time or from time to time, with respect to the Notes, to (i) waive any condition to the Offer, (ii) amend any of the terms of, or terminate, the Offer, (iii) modify the Purchase Price or the Early Tender Payment for the Notes, or (iv) increase the Maximum Tender Amount. If the Company makes a material change in the terms of the Offer or waives a material condition of the Offer, the Company will give oral notice (to be confirmed in writing) or written notice of such amendment or such waiver to the Information and Tender Agent and will disseminate additional Offer Documents and will extend the Offer to the extent required by law.

In the event the Company terminates the Offer, it shall give immediate notice thereof to the Information and Tender Agent, and all Notes theretofore tendered and not accepted for purchase shall be returned promptly to the tendering Holders thereof. Any such termination will be followed promptly by public announcement thereof. In the event that the Offer is withdrawn or otherwise not completed, the Purchase Price and Early Tender Payment will not be paid or become payable. See “Withdrawal of Tenders” and “Conditions of the Offer.”

ACCEPTANCE OF NOTES FOR PURCHASE; PAYMENT FOR NOTES

Upon the terms and subject to the conditions of the Offer, the Company will, subject to the Maximum Tender Amount, accept for purchase Notes validly tendered pursuant to the Offer (or if defectively tendered, and if such defect has been waived by the Company, they shall be deemed to be validly tendered) and not validly withdrawn upon the satisfaction or waiver of the conditions to the Offer specified under “Conditions of the Offer.” The Company reserves the right to accept for purchase and pay for all Notes validly tendered at or prior to the Expiration Time and to keep the Offer open or extend the Expiration Time to a later date and time announced by the Company.

The Company expressly reserves the right, in its sole discretion, to delay acceptance for purchase of Notes tendered under the Offer or the payment for Notes accepted for purchase (subject to Rule 14e-1(c) under the Exchange Act, which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the holders thereof promptly after the termination or withdrawal of a tender offer), or to terminate the Offer and not accept for purchase any Notes not theretofore accepted for purchase, if any of the conditions set forth under “Conditions of the Offer” shall not have been satisfied or waived by the Company or to comply in whole or in part with any applicable law. In all cases, payment for Notes accepted for purchase pursuant to the Offer will be made only after timely receipt by the Information and Tender Agent of a confirmation of book-entry transfer thereof through DTC’s ATOP procedures.

For purposes of the Offer, the Company will be deemed to have accepted for purchase validly tendered Notes if, as and when the Company gives oral notice (confirmed in writing) or written notice thereof to the Information and

Tender Agent. Payment for Notes accepted for purchase in the Offer will be made by the Company by depositing such payment with DTC. This payment will include the Purchase Price and, if applicable, the Early Tender Payment and Accrued Interest. Upon the terms and subject to the conditions of the Offer, delivery by the Company of (i) the Purchase Price and the Early Tender Payment for Notes that have been validly delivered and not validly withdrawn at or prior to the Early Tender Time, and (ii) the Purchase Price only for Notes that have been validly delivered after the Early Tender Time and at or prior to the Expiration Time, in each case, shall be made on the applicable Settlement Date for Notes that have been accepted for purchase on the applicable Acceptance Date.

If, for any reason, acceptance for purchase of, or payment for, validly tendered Notes pursuant to the Offer is delayed or the Company is unable to accept for purchase, or to pay for, validly tendered Notes pursuant to the Offer, then the Notes may remain in the Information and Tender Agent's ATOP account at DTC, on behalf of the Company, without prejudice to the rights of the Company described under "Expiration Time; Extension; Amendment; Termination," "Conditions of the Offer" and "Withdrawal of Tenders" (subject to Rule 14e-1(c) under the Exchange Act, which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of a tender offer).

If any tendered Notes are not accepted for purchase for any reason pursuant to the terms and conditions of the Offer, including Notes tendered by book-entry transfer into the Information and Tender Agent's ATOP account at DTC pursuant to the procedures set forth under the caption "Procedures for Tendering Notes – Book-Entry Transfer," such Notes will be credited to the account maintained at DTC from which such Notes were delivered, promptly following the Expiration Time or the termination of the Offer.

The Company reserves the right to transfer or assign, in whole or in part and at any time or from time to time, to one or more of its respective affiliates the right to purchase all or any portion of the Notes tendered pursuant to the Offer, or to pay all or any portion of the Early Tender Payment, or both. Any such transfer or assignment will not relieve the Company of its obligations under the Offer and will in no way prejudice the rights of tendering Holders to receive payment for their Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Offer, or to receive Early Tender Payments for Notes validly tendered and not validly withdrawn at or prior to the Early Tender Time.

Holders whose Notes are tendered and accepted for purchase pursuant to the Offer will be entitled to Accrued Interest. **Under no circumstances will any additional interest be payable because of any delay in the transmission of funds to the Holders of purchased Notes or otherwise (unless payment by the Company is improperly withheld on the Settlement Date).**

Tendering Holders of Notes purchased in the Offer will not be obligated to pay fees or transfer taxes with respect to the purchase of their Notes unless the payment of the Total Consideration or of the Purchase Price, as applicable, is being made to any person other than the registered Holder of Notes tendered thereby or if the registered Holder is anyone other than the person(s) electronically transmitting acceptance through ATOP then, in such event, the amount of any transfer taxes (whether imposed on the registered Holder(s) or such other person(s)) payable on account of the transfer to such person will be deducted from the Total Consideration or from only the Purchase Price, as the case may be, unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted. The Company will pay all other charges and expenses in connection with the Offer. See "Dealer Managers; Information and Tender Agent" and "Miscellaneous."

The Company expects to deliver any Notes that are tendered and accepted for purchase pursuant to the Offer to the Trustee for cancellation pursuant to the terms of the Indenture.

PRORATION

We are offering to purchase an amount of Notes up to the Maximum Tender Amount. If Holders validly tender Notes in an aggregate principal amount in excess of the Maximum Tender Amount pursuant to the Offer, we will accept an amount of Notes equal to the Maximum Tender Amount for purchase, as described below.

We reserve the right, but are under no obligation, to increase the Maximum Tender Amount at any time, subject to compliance with applicable law, which could result in us purchasing a greater principal amount of Notes in the Offer. There can be no assurance that we will exercise our right to increase the Maximum Tender Amount.

Any tender of Notes the proration of which would otherwise result in a return of Notes to a tendering Holder in a principal amount below the minimum denomination may be rejected in full or accepted in full in our sole discretion, such that no Holder shall hold less than the minimum authorized denomination following its tender.

Early Settlement Date Proration

If the aggregate principal amount of the Notes validly tendered (and not validly withdrawn) in the Offer at or prior to the Early Tender Time is equal to or less than the Maximum Tender Amount, we will accept for purchase all Notes validly tendered (and not validly withdrawn) at or prior to the Early Tender Time and pay Holders thereof, on the Early Settlement Date, the Total Consideration with respect to such Notes accepted for purchase. If the aggregate principal amount of the Notes validly tendered (and not validly withdrawn) in the Offer at or prior to the Early Tender Time exceeds the Maximum Tender Amount, we will accept for purchase an amount of Notes equal to the Maximum Tender Amount and pay Holders thereof, on the Early Settlement Date, the Total Consideration with respect to such Notes accepted for purchase. In such situation, to determine proration for the Notes validly tendered (and not validly withdrawn) at or prior to the Early Tender Time, it is that portion of such Holder's tendered Notes that is equal to (i) the total amount of such Holder's tendered Notes multiplied by (ii) a fraction, the numerator of which would be equal to the Maximum Tender Amount and the denominator of which would be equal to the total principal amount of the Notes tendered (and not validly withdrawn) pursuant to the Offer at or prior to the Early Tender Time, rounded downward to the nearest U.S.\$1,000 principal amount. **If the aggregate principal amount of Notes validly tendered and not validly withdrawn as of the Early Tender Time meets or exceeds the Maximum Tender Amount, Holders who validly tender Notes after the Early Tender Time may not have any of their Notes accepted for purchase, provided that such Notes may be accepted for purchase if the Company increases the Maximum Tender Amount, which the Company is entitled to do in its sole discretion without granting withdrawal rights. As a result, if Holders tender more Notes in the Offer than they expect to be accepted by the Company based on the Maximum Tender Amount and the Company subsequently increases such amount, such Holders will not be able to withdraw any of their previously tendered Notes. Accordingly, Holders should not tender any Notes that they do not wish to be accepted. There can be no assurance that the Company will increase the Maximum Tender Amount.**

Final Settlement Date Proration

If the aggregate principal amount of Notes validly tendered in the Offer after the Early Tender Time but at or prior to the Expiration Time does not exceed the Maximum Tender Amount after taking into account the aggregate principal amount of Notes accepted for purchase on the Early Settlement Date (the "Early Acceptance Amount"), we will accept for purchase all Notes validly tendered after the Early Tender Time but at or prior to the Expiration Time and pay Holders thereof, on the Final Settlement Date, the Purchase Price. If the aggregate principal amount of Notes validly tendered (and not validly withdrawn) in the Offer at or prior to the Early Tender Time exceeds the Maximum Tender Amount, Notes tendered after the Early Tender Time will not be eligible for purchase unless the Maximum Tender Amount is increased. In the event that the Early Acceptance Amount does not exceed the Maximum Tender Amount, but the aggregate principal amount of Notes tendered in the Offer at or prior to the Expiration Time exceeds the Maximum Tender Amount, we will accept for purchase an amount of Notes tendered after the Early Tender Time but at or prior to the Expiration Time up to the Maximum Tender Amount (after taking into account the Early Acceptance Amount) and pay Holders thereof the Purchase Price with respect to such Notes accepted for purchase. Holders who validly tendered (and did not validly withdraw) Notes at or prior to the Early Tender Time and whose Notes were purchased on the Early Settlement Date will not be subject to proration on the Final Settlement Date. In such case, to determine proration for the Notes tendered after the Early Tender Time but at or prior to the Expiration Time, it is that portion of such Holder's tendered Notes that is equal to (i) the total amount of such tendered Notes multiplied by (ii) a fraction, the numerator of which would be equal to the Maximum Tender Amount less the Early Acceptance Amount and the denominator of which would be equal to the total principal amount of Notes tendered pursuant to the Offer after the Early Tender Time but at or prior to the Expiration Time, rounded downward to the nearest U.S.\$1,000 principal amount.

The Offer is not conditioned upon any minimum level of participation. We will not be able to determine definitively whether the Offer is oversubscribed or what the effects of proration may be until after the Early Tender Time or the Expiration Time, as the case may be, has passed. If proration of the tendered Notes is required, we will determine the applicable proration factor as soon as practicable after the Early Tender Time or the Expiration Time, as the case may be.

PROCEDURES FOR TENDERING NOTES

The tender of Notes pursuant to the Offer and in accordance with the procedures described below will constitute a valid tender of Notes.

The method of delivery of Notes and all other required documents, including delivery through DTC and any acceptance of an Agent's Message transmitted through ATOP, is at the election and risk of the Holder tendering Notes or transmitting an Agent's Message and, except as otherwise provided, delivery will be deemed made only when actually received by the Information and Tender Agent. **In no event shall the Holder send any Notes to the Dealer Managers or the Company.**

Holders wishing to tender their Notes by the Early Tender Time or the Expiration Time should note that they must allow sufficient time for the ATOP procedures to be completed during the normal business hours of DTC, and, if they hold their Notes through Euroclear or Clearstream, the applicable procedures during the normal business hours of Euroclear or Clearstream. In addition, your Custodian or nominee will likely have their own deadlines for receipt of instructions from you. You are responsible for making yourself aware of these deadlines.

Tender of Notes Held Through DTC

For a tender of Notes held of record by DTC to be valid and for a Holder to receive payment for Notes that are tendered, the Notes must be delivered to the Information and Tender Agent pursuant to the book-entry delivery procedures described below, and an acceptance of the Offer must be transmitted to the Information and Tender Agent in accordance with DTC's ATOP procedures at or prior to the Early Tender Time (in order for you to be eligible to receive the Total Consideration) or Expiration Time (in order for you to be eligible to receive the Purchase Price).

A beneficial owner of Notes held through a Custodian or nominee that is a direct or indirect DTC participant, such as bank, broker, trust company or other financial intermediary, must instruct the Custodian or nominee to tender the beneficial owner's Note on behalf of the beneficial owner.

The Information and Tender Agent and DTC have confirmed that the Offer is eligible for DTC's ATOP. Accordingly, DTC participants may electronically transmit their acceptance of the Offer by causing DTC to transfer Notes to the Information and Tender Agent's ATOP account in accordance with DTC's ATOP procedures for transfer. DTC will then send an Agent's Message to the Information and Tender Agent. Holders using ATOP must allow sufficient time for completion of the ATOP procedures during normal business hours of DTC at or prior to the Early Tender Time or Expiration Time, as applicable.

The term "Agent's Message" means a message transmitted by DTC, received by the Information and Tender Agent and forming part of the Book-Entry Confirmation (as defined below), which states that DTC has received an express acknowledgment from the DTC participant tendering Notes which are the subject of such Book-Entry Confirmation that such DTC participant has received and agrees to be bound by the terms of this Offer to Purchase and that the Company may enforce such agreement against such DTC participant.

Book-Entry Transfer

The Information and Tender Agent will establish an ATOP account with respect to the Notes at DTC (DTC being a Book-Entry Transfer Facility) for purposes of the Offer promptly after the date of this Offer to Purchase. Any financial institution that is a participant in DTC and whose name appears on a security position listing as the owner of the Notes may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Information and Tender Agent's ATOP account in accordance with DTC's procedures for such transfer. Delivery of

documents to DTC in accordance with such Book-Entry Transfer Facility's procedures does not constitute delivery to the Information and Tender Agent. The confirmation of a book-entry transfer of Notes into the Information and Tender Agent's ATOP account at a Book-Entry Transfer Facility as described above is referred to herein as a "Book-Entry Confirmation."

For a tender of Notes held of record by DTC to be valid and for a Holder to receive payment for Notes that are tendered, the Notes must be delivered to the Information and Tender Agent pursuant to the book-entry delivery procedures described below and in each case at or prior to the Early Tender Time or Expiration Time, as applicable.

Tender of Notes Held through Euroclear or Clearstream

If you hold your Notes through Euroclear Bank S.A./N.V., as operator of the Euroclear System, or Euroclear, and Clearstream Banking, *société anonyme*, or Clearstream, Luxembourg, you must arrange for a direct participant in Euroclear or Clearstream, Luxembourg, as the case may be, to deliver your tenders pursuant to the Offer, which includes "blocking" instructions (as defined below), to Euroclear or Clearstream, Luxembourg in accordance with the procedures and deadlines specified by Euroclear or Clearstream, Luxembourg at or prior to the Early Tender Time or Expiration Time, as applicable. "Blocking" instructions means:

- irrevocable instructions to block any attempt to transfer your Notes on or prior to the applicable Settlement Date;
- irrevocable instructions to debit your account on or about the applicable Settlement Date in respect of all of your Notes as are accepted for purchase by the Company, upon receipt of an instruction by the Information and Tender Agent; and
- irrevocable authorization to disclose, to the Information and Tender Agent, the identity of the participant account holder and account information.

Your tender, which includes your "blocking" instructions, must be delivered and received by Euroclear or Clearstream, Luxembourg in accordance with the procedures established by them and on or prior to the deadlines established by each of those clearing systems. You are responsible for informing yourself of these deadlines and for arranging the due and timely delivery of "blocking" instructions to Euroclear or Clearstream, Luxembourg.

No Letter of Transmittal and No Guaranteed Delivery

There will be no Letter of Transmittal for the Offer. In addition, the Company will not permit tenders of Notes by guaranteed delivery procedures. Notes being tendered must be delivered to the Information and Tender Agent in accordance with the procedures described in this Offer to Purchase, at or prior to the Early Tender Time (in order for you to be eligible to receive the Total Consideration) or Expiration Time (in order for you to be eligible to receive the Purchase Price).

Other Matters

Notwithstanding any other provision hereof, payment for Notes accepted for purchase pursuant to the Offer will in all cases be made only after timely receipt by the Information and Tender Agent of a timely Book-Entry Confirmation with respect to such Notes, a duly completed Agent's Message and any other documents required by this Offer to Purchase.

A tender of Notes under any of the procedures described above and acceptance thereof by the Company for purchase will constitute a binding agreement between the tendering Holder and the Company with respect to the Offer upon the terms and subject to the conditions of the Offer, including the tendering Holder's acceptance of the terms and conditions of such Offer.

By tendering Notes and subject to and effective upon acceptance for purchase of, and payment for, the Notes tendered therewith, a tendering Holder irrevocably sells, assigns and transfers to or upon the order of the Company all right, title and interests in and to all of the Notes tendered thereby, waives any and all other rights with respect to the Notes and releases and discharges the Company 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 of the Notes. Further, by tendering Notes, a tendering Holder represents, warrants and agrees that it (i) has received and reviewed this Offer to Purchase and has agreed to be bound by all of the terms and conditions of the Offer, (ii) is the beneficial owner (or a duly authorized representative of the beneficial owner of) the Notes tendered and it has full power and authority to tender such Notes and (iii) it is not a person to whom it is unlawful to make an invitation to participate in, or solicit a tender pursuant to, the Offer, under applicable securities laws.

All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders of Notes will be determined by the Company, in its sole discretion, the determination of which shall be conclusive and binding. Alternative, conditional or contingent tenders of Notes will not be considered valid. The Company reserves the absolute right to reject any or all tenders of Notes that are not in proper form or the acceptance of which, in the Company's opinion, would be unlawful. The Company also reserves the right to waive any defects, irregularities or conditions of tenders as to particular Notes.

Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Company determines, unless waived by the Company. Tenders of Notes shall not be deemed to have been accepted until all defects and irregularities have been waived by the Company or cured. None of the Company, the Dealer Managers, the Information and Tender Agent or any other person will be under any duty to give notice of any defects or irregularities in tenders of Notes or will incur any liability to Holders for failure to give such notice.

Publication

Information about the Offer will be published, to the extent provided in this Offer to Purchase, in accordance with applicable law and by an announcement on the website of the Luxembourg Stock Exchange (www.bourse.lu). In addition, in the event that the Expiration Time is extended, notice of such extension will be published in accordance with applicable law and by an announcement on the website of the Luxembourg Stock Exchange (www.bourse.lu).

WITHDRAWAL OF TENDERS

Tenders of Notes pursuant to the Offer may be validly withdrawn at any time at or prior to the Withdrawal Deadline by following the procedures set forth below. Tendered Notes may not be withdrawn after the Withdrawal Deadline unless the Company (i) makes a material change in the terms of the Offer that is, in the Company's determination, adverse to the interests of tendering Holders or (ii) is otherwise required by law to permit withdrawal. In the event of a termination of the Offer with respect to the Notes, all Notes tendered pursuant to the Offer will be promptly returned to the tendering Holders. In the event Notes tendered are not purchased, they will be promptly returned or credited to the Holder's account.

Withdrawals of Notes can be effected only in accordance with the foregoing procedures.

All questions as to the validity (including time of receipt) of notices of withdrawal will be determined by the Company in its sole discretion, which determination shall be final and binding. None of the Company, the Information and Tender Agent, the Dealer Managers, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal, or incur any liability for failure to give any such notification.

Withdrawal of Notes Held Through DTC

For a withdrawal of Notes to be valid, a properly transmitted "Request Message" through ATOP must be received by the Information and Tender Agent before the Withdrawal Deadline. The withdrawal notice must:

- specify the name of the DTC participant for whose account such Notes were tendered and such participant's account number at DTC to be credited with the withdrawn Notes;

- contain a description(s) of the Notes to be withdrawn, including the CUSIP number(s) and the aggregate principal amount represented by such Notes to be withdrawn; and
- be signed by such participant in the same manner as the participant's name is listed on the applicable Agent's Message, or be accompanied by documents of transfer sufficient to have the Trustee register the transfer of the Notes into the name of the person withdrawing such Notes.

If the Notes to be withdrawn have been delivered or otherwise identified to the Information and Tender Agent, a signed notice of withdrawal is effective immediately upon written notice of withdrawal, even if physical release is not yet effected by the Information and Tender Agent. Any Notes validly withdrawn will be deemed to be not validly tendered for purposes of the Offer.

Withdrawal of Notes Held Through Euroclear and Clearstream

If you have requested that a Custodian submit a tender on your behalf and you would like to withdraw or revise your tender, you should contact that Custodian and request it to withdraw or revise your tender at or prior to the Expiration Time. You should be aware, however, that the Custodian may impose earlier deadlines for withdrawing or revising a tender in accordance with its procedures.

MARKET AND TRADING INFORMATION

The Notes are listed on the Luxembourg Stock Exchange and trade on the Euro MTF Market but are not listed on any exchange or traded through any trading market in the United States. To the extent that the Notes are traded, prices of the Notes may fluctuate greatly depending on the trading volume and the balance between buy and sell orders. Holders are urged to obtain current information with respect to the market prices for the Notes.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following summary describes certain U.S. federal income tax consequences related to the Offer. This discussion applies only to Notes held as capital assets by U.S. Holders (as defined below) and does not describe all of the tax consequences that may be relevant to holders in light of their particular circumstances or to holders subject to special rules, such as certain financial institutions, dealers in securities, traders in securities who use a mark-to-market method of tax accounting, tax-exempt organizations, certain former citizens and residents of the United States, persons holding Notes as part of a straddle, hedge or integrated transaction, holders whose functional currency is not the U.S. dollar, partnerships or other entities classified as partnerships for U.S. federal income tax purposes or persons subject to the alternative minimum tax. This discussion also does not address any Medicare contribution tax consequences.

If a partnership or other entity or arrangement taxable as a partnership holds a Note, the U.S. federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. Partners of partnerships holding Notes are urged to consult their tax advisors.

This summary is based on the Internal Revenue Code of 1986, as amended (the “Code”), administrative pronouncements, judicial decisions and Treasury regulations, all as of the date hereof, changes to any of which subsequent to the date of the Offer may affect the tax consequences described herein. Holders are urged to consult their tax advisors with regard to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction.

As used herein, the term “U.S. Holder” means a beneficial owner of a Note that is, for U.S. federal income tax purposes: (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; or (iii) an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

Sale of Notes Pursuant to the Offer

Because we are obligated in certain circumstances to repurchase the Notes for an amount equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest to the date of repurchase, it is possible that the Internal Revenue Service (“IRS”) will assert that the Notes should be treated as “contingent payment debt instruments” under the applicable Treasury regulations. We intend to take the position, and the remainder of this discussion assumes, that our obligation to repurchase the Notes in these circumstances does not result in the Notes being treated as “contingent payment debt instruments.” Our determination is not, however, binding on the IRS, which could challenge this position. If such a challenge were successful, a U.S. Holder might have been required to accrue income on the Notes in excess of stated interest, and to treat as ordinary income rather than capital gain any income realized on the taxable disposition of a Note (including pursuant to the Offer).

In general, a U.S. Holder who sells a Note pursuant to the Offer (a “Tendering U.S. Holder”) will recognize gain or loss in an amount equal to the difference between the amount realized by the Tendering U.S. Holder on such sale (other than any portion attributable to Accrued Interest with respect to such Note) and the Tendering U.S. Holder’s adjusted tax basis in the tendered Note. Any Accrued Interest will be taxable as ordinary interest income to the extent not previously included in gross income and will be foreign source for purposes of computing a Tendering U.S. Holder’s foreign tax credit limitation. The amount realized by the Tendering U.S. Holder generally will be the amount of the Total Consideration or only the Purchase Price, as applicable. A U.S. Holder’s adjusted tax basis in a Note generally will be the original cost of the Note to the U.S. Holder (or, if a U.S. Holder acquired the Note in a taxable exchange, the fair market value of the Note at the time of such exchange), increased by any market discount (as described below) included in the U.S. Holder’s gross income or decreased (but not below zero) by any amortizable bond premium which the U.S. Holder has previously amortized. Amortizable bond premium generally is the excess of a U.S. Holder’s cost of acquiring a Note over the principal amount of the Note.

Subject to the market discount rules described below, a Tendering U.S. Holder’s gain or loss generally will constitute capital gain or loss, which will be long-term capital gain or loss if the Tendering U.S. Holder’s holding period for the tendered Note is more than one year. Long-term capital gains of certain non-corporate taxpayers (including individuals) are eligible for reduced rates of taxation. The deductibility of capital losses is subject to

limitations. Gain or loss will be computed separately for each Note sold by a Tendering U.S. Holder. Any capital gain or loss realized on the sale of a Note pursuant to the Offer will generally be U.S.-source for purposes of computing a Tendering U.S. Holder's foreign tax credit limitation.

In the case of a Tendering U.S. Holder who acquired a Note at a market discount (unless the amount of such market discount was *de minimis*), any gain recognized upon the sale of the Note will be treated as ordinary income to the extent of the market discount that accrued during the period the Tendering U.S. Holder held the Note, unless the Tendering U.S. Holder previously had elected to include such market discount in income as it accrued. Market discount generally equals the excess, if any, of the principal amount of a Note over the original cost to the Tendering U.S. Holder of acquiring the Note.

Information Reporting and Backup Withholding

Information reporting requirements may apply to the payment of the Total Consideration or only the Purchase Price, as applicable, and Accrued Interest to U.S. Holders. Any such reportable payment may be subject to backup withholding, unless a Tendering U.S. Holder provides the payor (such as the Tendering U.S. Holder's broker) with the U.S. Holder's correct social security or taxpayer identification number, certifies that the U.S. Holder is not subject to backup withholding and otherwise complies with applicable requirements of the backup withholding rules. Certain U.S. Holders (including, among others, corporations) are not subject to these backup withholding requirements but may be required to provide evidence of their exemption from backup withholding. Backup withholding is not an additional tax. Any amounts so withheld may be credited against the 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.

Non-Tendering U.S. Holders

A U.S. Holder that does not sell Notes pursuant to the Offer will not recognize any gain or loss, and will have the same adjusted tax basis, holding period and accrued market discount, if any, in its Notes.

WE URGE YOU TO CONSULT YOUR OWN TAX ADVISORS TO DETERMINE THE TAX CONSIDERATIONS OF THE OFFER AND THE RECEIPT OF CONSIDERATION FOR YOUR NOTES IN YOUR PARTICULAR CIRCUMSTANCES, INCLUDING THE APPLICATION AND EFFECT OF ANY APPLICABLE GIFT, ESTATE, U.S. FEDERAL, STATE, LOCAL OR OTHER FOREIGN TAX LAWS.

CERTAIN BRITISH VIRGIN ISLANDS TAX CONSIDERATIONS

General

The following is a general summary of the British Virgin Islands tax consequences related to the Offer. This summary does not purport to describe all possible tax considerations or consequences that may be relevant to a holder of Notes or a prospective holder and in view of its general nature, it should be treated with corresponding caution. Holders should consult their tax advisers with regard to the tax consequences of disposing of Notes.

THE DISPOSITION OF THE NOTES IN THE OFFER

Except as otherwise indicated, this summary only addresses the tax legislation as in effect on the date hereof and as interpreted in case law published on or prior to the date hereof, without prejudice to any amendment introduced at a later date and implemented with or without retroactive effect.

Please note that this summary does not describe the British Virgin Islands tax consequences for a holder of Notes who will receive or has received the Notes as employment income, deemed employment income or otherwise as compensation.

The Company is not liable to pay any form of corporate taxation in the British Virgin Islands and all dividends, interests, rents, royalties, compensations and other amounts paid by the Company to persons who are not persons resident in the British Virgin Islands or providing services in the British Virgin Islands are exempt from all forms of

taxation in the British Virgin Islands and any capital gains realized with respect to any shares, debt obligations, or other securities of the Company by persons who are not persons resident in the British Virgin Islands are exempt from all forms of taxation in the British Virgin Islands.

No estate, inheritance, succession or gift tax, rate, duty, levy or other charge is payable by persons who are not persons resident in the British Virgin Islands with respect to any shares, debt obligation or other securities of the Company.

Subject to the payment of stamp duty on the acquisition or certain leasing of property in the British Virgin Islands by the Company (and in respect of certain transactions in respect of the shares, debt obligations or other securities of British Virgin Islands incorporated companies owning land in the British Virgin Islands), all instruments relating to transfers of property to or by the Company and all instruments relating to transactions in respect of the shares, debt obligations or other securities of the Company and all instruments relating to other transactions relating to the Company's business are exempt from payment of stamp duty in the British Virgin Islands.

There are currently no withholding taxes or exchange control regulations in the British Virgin Islands applicable to the Company or its shareholders who are not providing services in the British Virgin Islands.

The British Virgin Islands has signed two inter-governmental agreements to improve international tax compliance and the exchange of information - one with the United States and one with the United Kingdom (the "US IGA" and the "UK IGA," respectively). The British Virgin Islands has also signed, along with over 90 other countries, a multilateral competent authority agreement to implement the Organisation for Economic Co-Operation and Development (OECD) Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard (the "CRS" and together with the US IGA and the UK IGA, "AEOI").

Amendments have been made to the Mutual Legal Assistance (Tax Matters) Act, 2003 of the British Virgin Islands and orders have been made pursuant to this Act to give effect to the terms of the US IGA and the UK IGA under British Virgin Islands law (the "BVI legislation"). Guidance notes were published by the government of the British Virgin Islands in March 2015 to provide practical assistance to entities and others affected by the US IGA and/or UK IGA and the BVI legislation (the "Guidance Notes"). Further amendments have been made to the BVI legislation to give effect to the terms of the CRS, which took effect on 1 January 2016. The implementing legislation makes it clear that the CRS commentary published by the OECD is an integral part of the CRS and applies for the purposes of the automatic exchange of financial account information although additional guidance may be issued to aid with compliance with the BVI legislation relating to CRS.

All BVI "Financial Institutions" will be required to comply with the registration, due diligence and reporting requirements of the BVI legislation, except to the extent that they can rely on an exemption that allows them to become a "Non-Reporting Financial Institution" (as defined in the relevant BVI legislation) with respect to one or more of the AEOI regimes.

There is no income tax treaty currently in effect between the United States and the British Virgin Islands.

DEALER MANAGERS; INFORMATION AND TENDER AGENT

The Company has retained Citigroup Global Markets Inc. and J.P. Morgan Securities LLC to act as Dealer Managers for the Offer. In their capacities as Dealer Managers, Citigroup Global Markets Inc. and J.P. Morgan Securities LLC may contact Holders regarding the Offer and may request Custodians to forward this Offer to Purchase and related materials to beneficial owners of Notes.

The Dealer Managers and their affiliates have provided, and may provide in the future, financial, advisory, other investment banking and general banking services to the Company and its affiliates, for which they have received and would receive customary fees and commissions.

At any given time, the Dealer Managers may trade the Notes for their own accounts, or for the accounts of their customers, and accordingly, may hold a long or short position in the Notes. The Dealer Managers are not obligated to make a market in the Notes.

The Company will pay the Dealer Managers a customary fee for rendering their services as Dealer Managers. That fee is based on the size and success of the Offer and will be payable on completion of the Offer. The Company has also agreed to reimburse the Dealer Managers for their reasonable expenses in connection with the Offer. The Company has also agreed to indemnify the Dealer Managers and their affiliates against certain liabilities under federal or state law, including various liabilities under federal securities law, or otherwise caused by, relating to or arising out of the Offer.

The obligations of the Dealer Managers to perform their functions are subject to various conditions.

D. F. King & Co., Inc. has been appointed the Information and Tender Agent with respect to the Offer. The Company will pay the Information and Tender Agent customary fees for such services and will reimburse the Information and Tender Agent for its reasonable out-of-pocket expenses in connection therewith. The Company has also agreed to indemnify the Information and Tender Agent for certain liabilities. Requests for additional copies of this Offer to Purchase or any other documents may be directed to the Information and Tender Agent at the addresses and telephone numbers set forth on the back cover of this Offer to Purchase. All deliveries and correspondence sent to the Information and Tender Agent should be directed to the address for the principal office of the Information and Tender Agent for the Offer as set forth on the back cover of this Offer to Purchase.

None of the Dealer Managers, the Information and Tender Agent or the Trustee assumes any responsibility for the accuracy or completeness of the information concerning the Company contained in or incorporated by reference in this Offer to Purchase or for any failure by the Company to disclose events that may have occurred after the date of this Offer to Purchase that may affect the significance or accuracy of this information.

In connection with the Offer, directors and officers of the Company and its respective affiliates may solicit tenders by use of the mails, personally or by telephone, facsimile, telegram, electronic communication or other similar methods. Directors and officers of the Company will not be specifically compensated for these services. The Company will pay Custodians the reasonable out-of-pocket expenses incurred by them in forwarding copies of the Offer to Purchase to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

None the Dealer Managers, the Information and Tender Agent or any affiliate of any of them makes any recommendation as to whether or not Holders should tender Notes pursuant to the Offer.

MISCELLANEOUS

The Company is not aware of any jurisdiction where the making of the Offer is not in compliance with the laws of such jurisdiction. If the Company becomes aware of any jurisdiction where the making of the Offer would not be in compliance with such laws, the Company will make a good faith effort to comply with any such laws or may seek to have such laws declared inapplicable to the Offer. If, after such good faith effort, the Company cannot comply with any such applicable laws, the Offer will not be made to (nor will tenders of Notes be accepted from or on behalf of) the Holders of Notes residing in each such jurisdiction.

Any questions or requests for assistance concerning the Offer may be directed to the Dealer Managers or the Information and Tender Agent at the addresses and telephone numbers set forth below. Requests for additional copies of this Offer to Purchase or any other documents may be directed to the Information and Tender Agent. Beneficial owners also may contact their Custodians for assistance concerning the Offer.

The Information and Tender Agent for the Offer is:

D. F. King & Co.

48 Wall Street, 22nd Floor
New York, New York 10005

Banks and Brokers, please call: (212) 269-5550

Toll-Free: (877) 864-5060

Email: arcosdorados@dfking.com

By Facsimile (For Eligible Institutions Only):

(212) 709-3328

Attn: Andrew Beck

Confirmation:

(212) 269-5552

By Mail, By Hand and Overnight Courier:

48 Wall Street, 22nd Floor
New York, New York 10005
Attention: Andrew Beck

The Dealer Managers for the Offer are:

Citigroup Global Markets Inc.

390 Greenwich Street, 1st Floor

New York, New York 10013

Collect: (212) 723-6106

US Toll-Free: (800) 558-3745

Attn: Liability Management Group

J.P. Morgan Securities LLC

383 Madison Avenue

New York, New York 10179

Collect: (212) 834-7279

US Toll-Free: (866) 846-2874

Attn: Latin America Debt Capital Markets