

OFFER TO PURCHASE



BANCO MERCANTIL DO BRASIL S.A.

(a corporation, or *sociedade por ações*, incorporated in the Federative Republic of Brazil and acting through its principal office in Brazil)

Offer to Purchase for Cash

Up to U.S.\$30,000,000 of Banco Mercantil do Brasil S.A.'s Outstanding 9.625% Subordinated Notes due 2020
(CUSIP: 05961G AA8 and P1400A AA2; ISIN: US05961GAA85 and USP1400AAA27)

THE OFFER (AS DEFINED HEREIN) WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON DECEMBER 28, 2015 (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED IN THE BANK'S SOLE DISCRETION, THE "EXPIRATION DATE"). HOLDERS (AS DEFINED HEREIN) MUST VALIDLY TENDER THEIR NOTES (AS DEFINED HEREIN) ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON DECEMBER 11, 2015 (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, IN THE BANK'S SOLE DISCRETION, THE "EARLY TENDER DATE") AND MUST NOT WITHDRAW SUCH NOTES ON OR PRIOR TO THE WITHDRAWAL DATE (AS DEFINED HEREIN) TO BE ELIGIBLE TO RECEIVE THE TOTAL CONSIDERATION (AS DEFINED HEREIN) AND ACCRUED INTEREST (AS DEFINED HEREIN) ON THE EARLY SETTLEMENT DATE (AS DEFINED HEREIN). HOLDERS MUST VALIDLY TENDER THEIR NOTES ON OR PRIOR TO THE EXPIRATION DATE TO BE ELIGIBLE TO RECEIVE THE PURCHASE PRICE (AS DEFINED HEREIN) AND ACCRUED INTEREST ON THE FINAL SETTLEMENT DATE (AS DEFINED HEREIN). VALIDLY TENDERED NOTES MAY BE WITHDRAWN IN ACCORDANCE WITH THE TERMS OF THE OFFER ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON DECEMBER 11, 2015 (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, IN THE BANK'S SOLE DISCRETION, THE "WITHDRAWAL DATE").

Banco Mercantil do Brasil S.A. ("we," "us," "ours," the "Issuer," the "Bank" or "Banco Mercantil") hereby offers to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase up to U.S.\$30,000,000 (the "Tender Cap") of its outstanding 9.625% Subordinated Notes due 2020 (CUSIP: 05961G AA8 and P1400A AA2; ISIN: US05961GAA85 and USP1400AAA27) (the "Notes"), from holders thereof (each, a "Holder" and collectively, the "Holders"), at the price set forth below, upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, this "Offer to Purchase") and in the related Letter of Transmittal (as it may be amended or supplemented from time to time, the "Letter of Transmittal" and, together with this Offer to Purchase, the "Offer Documents"), which together constitute the Offer (the "Offer"). As of November 30, 2015, the aggregate principal amount of Notes outstanding was U.S.\$185,383,000.

Subject to the terms and conditions set forth in this Offer to Purchase, we hereby offer to pay each Holder that validly tenders its Notes on or prior to the Early Tender Date an amount in cash in U.S. dollars equal to the Total Consideration (as defined herein) and Accrued Interest (as defined herein). The "Total Consideration" for each U.S.\$1,000 principal amount of Notes validly tendered and not validly withdrawn is equal to U.S.\$800, such price being rounded to the nearest U.S.\$0.01 per U.S.\$1,000 principal amount of Notes. The Total Consideration includes an early tender premium (the "Early Tender Premium") of U.S.\$30 per U.S.\$1,000 principal amount of Notes validly tendered on or prior to the Early Tender Date and not validly withdrawn on or prior to the Withdrawal Date. The "Purchase Price" for each U.S.\$1,000 principal amount of Notes validly tendered and not withdrawn is equal to the Total Consideration less the Early Tender Premium. Holders who validly tender their Notes after the Early Tender Date but on or prior to the Expiration Date and do not withdraw their tender will be eligible to receive the Purchase Price. In each case, Holders whose Notes are accepted for purchase shall receive accrued and unpaid interest from, and including, the last interest payment date to, but not including, the applicable Settlement Date (as defined herein), payable on the applicable Settlement Date ("Accrued Interest"). Tenders of Notes will not be valid if submitted after the Expiration Date.

The following table summarizes the material pricing terms for the Offer:

CUSIP and ISIN Nos.	Outstanding Principal Amount of Notes	Title of Security	Purchase Price*	Early Tender Premium*	Total Consideration*
<i>Restricted Notes</i> CUSIP: 05961G AA8 ISIN: US05961GAA85	U.S.\$185,383,000	9.625% Subordinated Notes due 2020	U.S.\$770	U.S.\$30	U.S.\$800
<i>Regulation S Notes</i> CUSIP: P1400A AA2 ISIN: USP1400AAA27					

*Per U.S.\$1,000 principal amount of Notes accepted for purchase.

The Dealer Manager for this Offer is:

HSBC

November 30, 2015

The “Settlement Date” for (i) Notes validly tendered on or prior to the Early Tender Date and not validly withdrawn on or prior to the Withdrawal Date, will be a date which the Bank currently anticipates will be on or about December 15, 2015 (the “Early Settlement Date”), and (ii) Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date, will be a date which the Bank currently anticipates will be on or about December 30, 2015 (the “Final Settlement Date” and, together with the Early Settlement Date and any additional settlement dates, each a “Settlement Date”). If we determine, in our sole discretion, to extend the Offer beyond the Expiration Date, we will have a new Settlement Date with respect to Notes validly tendered on or prior to the Expiration Date. “Business Day” shall mean a day other than a Saturday, Sunday or other day on which banking institutions in New York City are permitted or required by applicable law to remain closed. During any extension of the Offer, all Notes previously tendered and not accepted for purchase pursuant to the Offer will remain subject to the Offer and may, subject to the terms and conditions of the Offer, be accepted for purchase by us.

Our obligation to accept for payment, and to pay the Total Consideration or the Purchase Price, as applicable, and Accrued Interest for, Notes validly tendered and not validly withdrawn pursuant to the Offer are subject to, and conditioned upon, the satisfaction of, or our waiver of, the Conditions described under the heading “Conditions to the Offer.”

If any Notes are purchased in the Offer, Notes validly tendered (and not validly withdrawn) on or prior to the Early Tender Date will be accepted for purchase in priority to other Notes validly tendered in the Offer after the Early Tender Date. **Accordingly, if the Tender Cap is reached in respect of tenders made on or prior to the Early Tender Date, no Notes that are validly tendered after the Early Tender Date will be accepted for purchase and any Notes accepted for purchase on the Early Settlement Date will be accepted on a prorated basis up to the amount of the Tender Cap.** See “Acceptance Priority and Proration.”

The Notes were issued under an indenture, dated as of July 16, 2010 (the “Original Indenture”), by and between the Bank, The Bank of New York Mellon, as trustee, note registrar and paying agent (the “Indenture Trustee”), and The Bank of New York Mellon Trust (Japan) Ltd., as principal paying agent (the “Principal Paying Agent”), and further under a supplemental indenture, dated as of July 28, 2010 (the “Supplemental Indenture” and, together with the Original Indenture, the “Indenture”), by and between the Bank, the Indenture Trustee, and the Principal Paying Agent.

See “Certain Significant Considerations” and “Certain Tax Considerations” for a discussion of certain factors that should be considered in evaluating the Offer.

THIS OFFER TO PURCHASE AND THE LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE A DECISION IS MADE WITH RESPECT TO THE OFFER.

NEITHER THIS OFFER TO PURCHASE NOR ANY OF THE OTHER DOCUMENTS RELATING TO THE OFFER HAVE BEEN FILED WITH OR REVIEWED BY THE FEDERAL OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY OF ANY COUNTRY, NOR HAS ANY SUCH COMMISSION OR AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFER TO PURCHASE OR ANY OF THE OTHER DOCUMENTS RELATING TO THE OFFER. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE.

Notes may be tendered and accepted for payment 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. All references in this Offer to Purchase to “U.S.\$” are to U.S. dollars, the lawful currency of the United States of America.

Subject to applicable laws and the terms set forth in the Offer, we reserve the right, with respect to the Notes, (i) to waive or modify in whole or in part any and all conditions to the Offer, (ii) to extend the Expiration Date, the Early Tender Date, or any other date mentioned herein, (iii) to modify or terminate the Offer or (iv) to otherwise amend the Offer in any respect.

D. F. King & Co., Inc. is acting as the tender agent (in such capacity, the “Tender Agent”) and as the information agent (in such capacity, the “Information Agent”) for the Offer. HSBC Securities (USA) Inc. is acting as Dealer Manager for the Offer (the “Dealer Manager”). Any questions or requests for assistance concerning the Offer may be directed to the Dealer Manager at the addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of the Offer Documents or any other documents may be directed to the Information Agent, at the address and telephone number set forth on the back cover of this Offer to Purchase. Beneficial owners may also contact their brokers, dealers, commercial banks, trust companies or other nominees (each, a “Custodian”) for assistance concerning the Offer.

NONE OF THE BANK, ITS BOARD OF DIRECTORS, THE INDENTURE TRUSTEE, THE INFORMATION AGENT, THE TENDER AGENT, THE DEALER MANAGER OR ANY OF THEIR RESPECTIVE AFFILIATES MAKES ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER, OR REFRAIN FROM TENDERING AS TO ALL OR ANY PORTION OF THE PRINCIPAL AMOUNT OF THEIR NOTES PURSUANT TO THE OFFER, NOR SHOULD THE OFFER TO PURCHASE BE CONSTRUED AS INVESTMENT, ACCOUNTING, LEGAL OR TAX ADVICE BY SUCH PARTIES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, ATTORNEYS OR EMPLOYEES. HOLDERS MUST MAKE THEIR OWN DECISIONS AND SHOULD CONSULT THEIR OWN ATTORNEYS, ACCOUNTANTS AND OTHER ADVISORS WITH REGARD TO TENDERING NOTES.

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IMPORTANT DATES AND TIMES

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

Date	Calendar Date	Event
Launch Date.....	November 30, 2015	Commencement of the Offer.
Early Tender Date.....	5:00 p.m., New York City time, on December 11, 2015, unless extended by the Bank in its sole discretion.	The last day and time for Holders to tender Notes pursuant to the Offer in order to be eligible to receive the Total Consideration and Accrued Interest. Each Holder that validly tenders its Notes prior to this date and does not withdraw such Notes on or prior to the Withdrawal Date will be eligible to receive the Total Consideration and Accrued Interest on the Early Settlement Date.
Withdrawal Date.....	5:00 p.m., New York City time, on December 11, 2015, unless extended by the Bank in its sole discretion.	The last day and time to validly withdraw tendered Notes pursuant to the Offer, except as described in the section entitled “Withdrawal of Tenders.” A valid withdrawal of Notes on or prior to the Withdrawal Date will result in the Holder not being eligible to receive either the Total Consideration or the Purchase Price.
Early Settlement Date	On December 15, 2015, or such other earlier or later date or time determined by the Bank, in its sole discretion, upon satisfaction (or waiver by the Bank) of the Conditions, following the Early Tender Date, or any other expiration date following an extension of this Offer.	The date on which payment of the Total Consideration and Accrued Interest for all Notes validly tendered on or prior to the Early Tender Date and not validly withdrawn on or prior to the Withdrawal Date will occur.
Expiration Date.....	11:59 p.m., New York City time, on December 28, 2015, together with any extensions, as determined by the Bank in its sole discretion.	The last day and time for Holders to tender Notes pursuant to the Offer in order to be eligible to receive the Purchase Price and Accrued Interest on the Final Settlement Date.
Final Settlement Date	On December 30, 2015, or such other earlier or later date or time determined by the Bank in its sole discretion, upon satisfaction (or waiver by the Bank) of the Conditions, following the Expiration Date, or any expiration date following an extension of this Offer.	The date on which payment of the Purchase Price and Accrued Interest for all Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date will occur.

Upon the terms and subject to the Offer Documents, we hereby offer to pay an amount in cash in U.S. dollars equal to the Total Consideration and Accrued Interest to each Holder that validly tenders its Notes pursuant to the Offer on or prior to the Early Tender Date and does not validly withdraw such Notes on or prior to the Withdrawal Date (assuming satisfaction or waiver of the Conditions to the Offer described below) on the Early Settlement Date. We may elect to extend the Early Tender Date or the Withdrawal Date at our sole discretion. In addition, we hereby offer to pay an amount in cash in U.S. dollars equal to the Purchase Price and Accrued Interest to each Holder that validly tenders its Notes pursuant to the Offer after the Early Tender Date and on or prior to the Expiration Date (assuming satisfaction or waiver of the Conditions to the Offer described below) on the Final Settlement Date. Payment of the Purchase Price or the Total Consideration (in each case, plus Accrued Interest), as the case may be, applicable to Notes that have been validly tendered and accepted for purchase pursuant to the Offer, subject to the Conditions set forth in this Offer, will occur on the applicable Settlement Date. If the Offer is withdrawn or otherwise not completed, neither the Total Consideration, the Purchase Price nor the Accrued Interest applicable to the Notes will be paid pursuant to the Offer or become payable.

Notes tendered by Holders on or prior to the Withdrawal Date may be validly withdrawn at any time on or prior to the Withdrawal Date. Notes tendered by Holders after the Withdrawal Date may not be validly withdrawn, unless we modify the Offer in a manner that is adverse to tendering Holders or we are otherwise required by law to permit withdrawal of tenders of Notes. In addition, tendered Notes may be validly withdrawn if the Offer is terminated without any Notes being purchased hereunder. In the event of a termination of the Offer, the Notes tendered pursuant to the Offer will be promptly returned to the tendering Holders or credited to the Holders' account without further compensation of any sort.

Notwithstanding any other provision of the Offer, our obligation to accept for purchase, and to pay for, any Notes validly tendered and not validly withdrawn pursuant to the Offer is conditioned upon the satisfaction of the Conditions having occurred or having been waived by us on or prior to the Early Tender Date or Expiration Date, as applicable. See "Conditions to the Offer."

We expressly reserve the right, in our sole discretion, subject to applicable law, (i) upon or prior to the satisfaction of the Conditions to the Offer to terminate or withdraw the Offer and not accept for payment any Notes not theretofore accepted for payment; (ii) to waive any and all Conditions of the Offer on or prior to the Early Tender Date or the Expiration Date; (iii) to extend or change the Withdrawal Date, the Early Tender Date, the Expiration Date or any Settlement Date; provided that the Early Tender Date may be extended without an extension of the Withdrawal Date; (iv) to amend, modify or waive at any time, or from time to time, in a manner not adverse to the Holders, the terms of the Offer, subject to any obligation under applicable law to extend the period of time the Offer remains open; (v) to modify the Total Consideration, the Early Tender Premium or the Purchase Price; or (vi) to purchase the Notes tendered pursuant to the Offer either directly or through a third party.

From time to time after the Expiration Date or termination of the Offer, we or a third party on our behalf may, either directly or by instructing the Bank, to the extent permitted under the Indenture, (i) acquire any Notes not tendered or accepted for purchase pursuant to the Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to the Offer and could be for cash or other consideration, (ii) redeem any Notes not tendered and accepted for purchase pursuant to the Offer, or (iii) seek to satisfy and discharge the Indenture. There can be no assurance as to which, if any, of these alternatives or combinations thereof we may choose or pursue in the future.

See "Certain Significant Considerations" and "Certain Tax Consequences" for a discussion of certain factors that should be considered in evaluating the Offer.

This Offer to Purchase does not constitute an offer to purchase the 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. If the Bank becomes aware of any jurisdiction in which the making of the Offer would not be in compliance with applicable laws, the Bank will make a good faith effort to comply with any such laws. If, after such good faith effort, the Bank cannot comply with any such laws, the Offer will not be made to (nor will tenders of Notes be accepted from or on behalf of) the owners of Notes residing in such jurisdiction. Neither the delivery of this Offer to Purchase nor any purchase hereunder shall under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that

there has been no change in the information set forth herein or in any attachments hereto or in our affairs since the date hereof. The Dealer Manager may be tendering Notes in connection with the Offer.

This Offer to Purchase does not constitute an offer to sell any securities or the solicitation of an offer to buy any securities (other than the Notes). Any offering of securities will only be made by an offering document and any such offering may not be registered with the U.S. Securities and Exchange Commission.

Neither this Offer to Purchase nor any of the other documents relating to the Offer have been filed with or reviewed by any federal or state securities commission or regulatory authority of any country, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase or any of the other documents relating to the Offer. Any representation to the contrary is unlawful and may be a criminal offense.

No 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 Bank, the Tender Agent, the Information Agent or the Dealer Manager.

ENFORCEMENT OF CIVIL LIABILITIES

The Offer is made by a corporation (*sociedade por ações*) incorporated under the laws of Brazil. Substantially all of the Bank's directors and executive officers reside in Brazil or elsewhere outside the United States, and all or a significant portion of the assets of such persons may be, and substantially all of the Bank's assets are, located outside the United States. As a result, it may not be possible for Holders to effect service of process within the United States or other jurisdictions outside Brazil upon such persons or to enforce against them or against the Bank judgments predicated upon the civil liability provisions of the U.S. federal securities laws or the laws of such other jurisdictions.

Judgments of non-Brazilian courts for civil liabilities predicated upon the laws of such countries, including the laws of the United States, subject to certain requirements described below, may be enforced in Brazil. A judgment against either us or any other person described above obtained outside Brazil would be enforceable in Brazil against the Bank or any such person without reconsideration of the merits upon confirmation of that judgment by the Brazilian Superior Court of Justice.

That confirmation, generally, will occur if the foreign judgment meets the following conditions:

- it complies with all formalities necessary for its recognition as an enforcement instrument under the laws of the jurisdiction where it was issued;
- it has been rendered by a competent court after proper service of process on the parties in accordance with applicable law;
- it is not subject to appeal;
- it does not violate Brazilian national sovereignty, public policy or good morals; and
- it has been duly authenticated by a competent Brazilian consulate and is accompanied by a certified translation in Portuguese (*tradução pública juramentada*).

Notwithstanding the foregoing, no assurance can be given that confirmation will be obtained, that the process described above can be conducted in a timely manner or that a Brazilian court would enforce a monetary judgment for violation of the laws of countries other than Brazil with respect to the Offer. We understand that original actions predicated on the laws of countries other than Brazil may be brought in Brazilian courts and that Brazilian courts may enforce civil liabilities in such actions against the Bank, its directors, certain of its officers and the advisers named herein. A plaintiff (whether Brazilian or non-Brazilian) who resides outside Brazil during the course of litigation in Brazil must provide a bond to guarantee court costs and legal fees if the plaintiff owns no real property in Brazil that may ensure such payment. This bond must have a value sufficient to satisfy the payment of court fees and defendant's attorneys' fees, as determined by the Brazilian judge based on the amount under dispute, except in the case of enforcement of foreign judgments which have been duly confirmed by the Brazilian Superior Court of Justice or in the case of collection of claims based on instruments (which does not include Notes) that may be enforced in Brazil without a review of their merits (*títulos executivos extrajudiciais*) and counterclaims (*reconvenções*).

MARKET AND TRADING INFORMATION

The Notes are listed on the Official List of the Irish Stock Exchange and are admitted for trading on the Global Exchange Market of the Irish Stock Exchange but are not listed on any U.S. national or regional securities exchange or reported on a U.S. national quotation system. To the extent that Notes are traded, prices of the Notes may fluctuate greatly depending on the trading volume and the balance between buy and sell orders. Quotations for securities that are not widely traded may differ from actual trading prices and should be viewed as approximations. Holders are urged to obtain current information with respect to the market prices for the Notes.

FORWARD-LOOKING STATEMENTS

This Offer to Purchase may contain forward-looking statements within the meaning of Section 27A of the U.S. Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and the U.S. Private Securities Litigation Reform Act of 1995. These forward-looking statements are identified by terms and phrases such as “anticipate,” “believe,” “intend,” “estimate,” “expect,” “continue,” “should,” “could,” “may,” “plan,” “project,” “predict,” “will” and similar expressions and include references to assumptions and relate to the future prospects, developments and business strategies of the Bank and its subsidiaries.

Our estimates and forward-looking statements are mainly based on our current expectations and estimates on projections of future events and trends, which affect or may affect our businesses and results of operations. In addition, our forward-looking statements relate to our expectation to effect the Offer as described herein. Although we believe that these estimates and forward-looking statements are based upon reasonable assumptions, they are subject to several risks and uncertainties and are made in light of information currently available to us. We undertake no obligation to update or revise these forward-looking statements to reflect subsequent events or circumstances. Our estimates and forward-looking statements may be influenced by the following factors, among others:

- general economic, political and business conditions, both in Brazil and abroad;
- our management’s expectations and estimates concerning our future financial performance, financing plans and programs;
- our level of capitalization and debt;
- availability and cost of funding;
- our plans regarding capital expenditures;
- anticipated trends and competition in the Brazilian banking and financial services industries;
- the market value of securities issued by the Brazilian government;
- credit risk, market risk and other risks of lending and investment activities;
- levels of defaults by borrowers and related increases in our provision for loan losses;
- loss of clients and related lower revenues;
- our ability to sustain or improve our operating performance and implement our business strategies successfully;
- interest rate fluctuations, inflation and changes in the exchange rate of the real in relation to the U.S. dollar;
- existing and future governmental banking and tax regulation; and
- unfavorable outcome of legal actions and/or administrative proceedings involving us.

SUMMARY

The Offer Documents contain important information that should be read carefully before any decision is made with respect to the Offer. The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Offer to Purchase. Capitalized terms not otherwise defined in this summary have the meanings assigned to them elsewhere in this Offer to Purchase.

The Offer

The Issuer	Banco Mercantil do Brasil S.A.
The Notes	U.S.\$250,000,000 aggregate principal amount outstanding of 9.625% Subordinated Notes due 2020.
The Offer	The Bank is offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer Documents, up to U.S.\$30,000,000 (the “Tender Cap”) of the outstanding Notes validly tendered and not validly withdrawn on or prior to the Expiration Date. See “The Offer.”
Launch Date	November 30, 2015.
Early Tender Date.....	5:00 p.m., New York City time, on December 11, 2015, unless extended by the Bank in its sole discretion.
Withdrawal Date.....	5:00 p.m., New York City time, on December 11, 2015, unless extended by the Bank in its sole discretion.
Early Settlement Date.....	On December 15, 2015, or such other earlier or later date or time determined by the Bank in its sole discretion, upon satisfaction (or waiver by the Bank) of the Conditions, following the Early Tender Date, or any expiration date following an extension of this Offer.
Expiration Date.....	11:59 p.m., New York City time, on December 28, 2015, together with any extensions, as determined by the Bank in its sole discretion.
Final Settlement Date	On December 30, 2015, or such other earlier or later date or time determined by the Bank in its sole discretion, upon satisfaction (or waiver by the Bank) of the Conditions, following the Expiration Date, or any expiration date following an extension of this Offer. If the Bank determines, in its sole discretion, to extend the Offer beyond the Expiration Date, there will be a new Settlement Date with respect to the Notes validly tendered and not validly withdrawn on or prior to the Expiration Date. The Bank will give oral (confirmed in writing) or written notice of the Settlement Date and will issue a press release.
Total Consideration	The Total Consideration for each U.S.\$1,000 principal amount of Notes validly tendered on or prior to the Early Tender Date and not validly withdrawn on or prior to the Withdrawal Date is equal to U.S.\$800, such price being rounded to the nearest U.S.\$0.01 per U.S.\$1,000 principal amount of Notes.
Early Tender Premium	The Total Consideration includes an Early Tender Premium of U.S.\$30 per U.S.\$1,000 principal amount of Notes validly tendered on the Early Tender Date and not validly withdrawn on or prior to the Withdrawal Date.
Purchase Price	The Purchase Price is equal to the Total Consideration less the Early Tender Premium. Holders who validly tender their Notes after the Early Tender Date but on or prior to the Expiration Date will be eligible to receive the

Purchase Price of U.S.\$770 per U.S.\$1,000 per principal amount of Notes tendered.

Accrued Interest Holders whose Notes are accepted for purchase shall receive accrued and unpaid interest from, and including, the last interest payment date to, but not including, the applicable Settlement Date, payable on the applicable Settlement Date.

Purpose of the Offer The purpose of the Offer is to retire a portion of the Notes in order to increase the efficiency of the Bank's regulatory capital structure. See "Purpose of the Offer" for further details.

Conditions to the Offer Consummation of the Offer is conditioned upon satisfaction of the Conditions further described in "Conditions to the Offer."

The Bank reserves the right to waive any and all Conditions to the Offer on or prior to the Early Tender Date or the Expiration Date. See "Conditions to the Offer."

Acceptance Priority and Proration If the purchase of all Notes validly tendered on or prior to the Early Tender Date would cause us to purchase an aggregate principal amount of Notes in excess of the Tender Cap, then the Offer will be oversubscribed at the Early Tender Date. **Accordingly, we will not accept for purchase any Notes after the Early Tender Date and we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offer) accept for purchase on the Early Settlement Date, the Notes tendered on or prior to the Early Tender Date on a prorated basis such that we purchase the maximum aggregate principal amount of Notes that do not exceed the Tender Cap.**

If the Offer is not oversubscribed at the Early Tender Date and the purchase of all Notes validly tendered in the Offer on or prior to the Expiration Date would cause us to purchase an aggregate principal amount of Notes in excess of the Tender Cap, then the Offer will be oversubscribed at the Expiration Date and we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offer) accept for purchase such tendered Notes as follows:

- first, on the Early Tender Date, we will accept for purchase all Notes validly tendered on or prior to the Early Tender Date; and
- second, promptly after the Expiration Date, we will accept for purchase all Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date on a prorated basis such that we purchase the maximum aggregate principal amount of Notes that does not exceed the Tender Cap.

All Notes not accepted as a result of prorationing will be rejected from such Offer and returned to the tendering holder.

If the Tender Cap is reached in respect of tenders made on or prior to the Early Tender Date, no Notes tendered after the Early Tender Date will be accepted for purchase in the Offer. To avoid purchases of Notes in principal amounts other than in minimum principal amounts of U.S.\$100,000 and integral multiples of U.S.\$1,000 above U.S.\$100,000 ("Authorized

Denominations”) and to ensure we return Notes in Authorized Denominations, if necessary, we will make appropriate adjustments downward to the nearest U.S.\$1,000 principal amount, or if applicable, the minimum denomination of U.S.\$100,000, with respect to each Holder validly tendering Notes. We will accept this rounded principal amount, unless it is less than the minimum denomination of U.S.\$100,000, in which case such tender will be rejected in its entirety. Holders who tender less than all their Notes must continue to hold Notes in Authorized Denominations.

Withdrawal Rights..... Notes validly tendered by Holders on or prior to the Withdrawal Date may be validly withdrawn at any time up until the Withdrawal Date.

A valid withdrawal of Notes will result in the Holder not being eligible to receive the Total Consideration or the Purchase Price, as the case may be, nor any Accrued Interest. **Notes tendered after the Withdrawal Date may not be validly withdrawn or revoked, except in the limited circumstances described herein in the section entitled “Withdrawal of Tenders.”** Under such circumstances, previously tendered Notes may be withdrawn until the expiration of such period as is required by applicable law. A valid withdrawal of tendered Notes on or prior to the Withdrawal Date shall be deemed a valid revocation of the tender of the applicable Notes. In addition, Notes validly tendered pursuant to the Offer may be validly withdrawn if the Offer is terminated without any Notes being purchased. In the event of a termination of the Offer, the Notes tendered pursuant to the Offer will be promptly returned to the tendering Holders or credited to the Holder’s account without further compensation of any sort.

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

Certain Tax Consequences For a discussion of certain tax considerations of the Offer applicable to Holders, see “Certain Tax Consequences.”

Certain Significant Considerations For a discussion of certain consequences in deciding whether to participate in the Offer, see “Certain Significant Considerations.”

Dealer Manager HSBC Securities (USA) Inc.

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

Additional Documentation; Further
Information; Assistance

Any questions or requests for assistance concerning the Offer may be directed to the Dealer Manager at the address and telephone number set forth on the back cover of this Offer to Purchase. Additionally, requests for additional copies of this Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at the address and telephone number set forth on the back cover of this Offer to Purchase. Requests for copies of the Indenture may be directed to the Indenture Trustee. Beneficial owners may also contact their Custodians for assistance concerning the Offer.

THE BANK

Banco Mercantil is a corporation (*sociedade por ações*) organized and existing under the laws of Brazil, and is a publicly held financial institution that provides a broad range of retail banking services and products principally to Brazilian individuals and small to medium-sized enterprises, or SMEs.

We were incorporated in 1943 and operate and offer a variety of products and services in retail banking, private pension plans, insurance brokerage, performance bonds and investment management. Our primary focus is in retail banking for Brazilian individuals and SMEs. Our operations are primarily located in the southeast region of Brazil, which consists of the states of Minas Gerais, São Paulo, Rio de Janeiro and Espírito Santo. Our activities are conducted mainly from our headquarters and through our network of branches located throughout the southeast region of Brazil.

We provide a wide range of credit services and products to our customers, including deposits, working capital loans (most of which are collateralized), credit cards, payroll deductible loans, vehicle and equipment financing and leasing, real estate lending, rural lending and foreign trade financing. We also offer a range of private pension plans, insurance brokerage services, performance bonds and investment management services to our customers. Our customer base consists predominantly of professionals, other middle class individuals and SMEs.

Our headquarters and registered office is situated at Rua Rio de Janeiro, 654 - Centro, Belo Horizonte, Minas Gerais, Brazil, Telephone +55 31 3057 6020, and our registration number is NIRE 31300036162.

PURPOSE OF THE OFFER

In accordance with the Basel III Accord, which is being implemented in Brazil by the Central Bank of Brazil (*Banco Central do Brasil*) (the “Central Bank”), pursuant to the issuance of Resolutions No. 4,192 (“Resolution No. 4,192”) and No. 4,193, both issued by the National Monetary Council (*Conselho Monetário Nacional*) on March 1, 2013, Brazilian financial institutions are required to gradually decrease the maximum amount of subordinated instruments that can be counted as their Tier 2 capital, until such phase out is to be completed in 2022. The Bank's Tier 2 capital consists of the Notes subject to the Offer, having an aggregate outstanding amount of U.S.\$185,383,000 as of the date hereof. It is intended that the Notes accepted for purchase in accordance with the terms of this Offer to Purchase will be applied to the portion of the outstanding securities that cannot be counted as regulatory capital, to the extent legally possible and subject to any regulatory limitations, thereby increasing the efficiency of the Bank's capital structure. Notes purchased in the Tender Offer will be retired and cancelled.

Following the Expiration Date, the Bank, directly or through a party on their behalf, may also to the extent permitted under the Indenture, from time to time, (i) acquire any Notes not tendered and accepted for purchase pursuant to the Offer (through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise), upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to the Offer, and could be for cash or other consideration, (ii) redeem any Notes not tendered and accepted for purchase pursuant to the Offer, or (iii) seek to satisfy and discharge the Indenture. There can be no assurance as to which, if any of these alternatives (or combination thereof) we may pursue in the future.

The Bank, the Indenture Trustee, the Dealer Manager, the Information Agent and the Tender Agent will not and are not making any recommendation to Holders as to whether to tender or refrain from tendering all or any portion of the Notes. Each Holder must decide whether to tender Notes, and if tendering, the amount of Notes to tender. Holders are urged to review carefully all of the information contained in this Offer to Purchase.

SOURCE AND AMOUNT OF FUNDS

Payment for Notes validly tendered and accepted for purchase will be made by our deposit of immediately available funds with, or into an account specified by, the Tender Agent, which will act as agent for the tendering Holders for the purpose of receiving payments from us and transmitting such payments to Holders. The source of such funds will be our cash on hand and not from any indebtedness incurred to finance the Total Consideration or Accrued Interest pursuant to the Offer.

DESCRIPTION OF THE NOTES

The Bank issued U.S.\$200,000,000 aggregate principal amount of the Notes under an indenture, dated as of July 16, 2010 (the “Original Indenture”), by and between Banco Mercantil, The Bank of New York Mellon, as trustee, note registrar and paying agent (the “Indenture Trustee”), and The Bank of New York Mellon Trust (Japan) Ltd., as principal paying agent (the “Principal Paying Agent”), and further U.S.\$50,000,000 aggregate principal amount of the Notes under a supplemental indenture, dated as of July 28, 2010 (the “Supplemental Indenture” and, together with the Original Indenture, the “Indenture”), by and between Banco Mercantil, the Indenture Trustee, and the Principal Paying Agent, for a total of U.S.\$250,000,000 aggregate principal amount of Notes. Interest on the Notes accrues at a fixed rate per annum equal to 9.625%, payable semi-annually in arrears on January 16 and July 16 of each year. The Notes mature on July 16, 2020.

The Bank repurchased U.S.\$64,617,000 aggregate principal amount of the Notes then outstanding pursuant to a cash tender offer which was settled on July 23, 2015, which were subsequently canceled. The total consideration for each U.S.\$1,000 principal amount of Notes purchased pursuant to such tender offer was equal to U.S.\$820, which included an early tender premium of U.S.\$30 per U.S.\$1,000 principal amount of Notes payable to holders tendering Notes prior to the early tender date with respect to the tender offer. The purchase price paid for each U.S.\$1,000 principal amount of Notes was equal to U.S.\$790 with respect to Notes tendered after the early tender date but before the expiration date of the tender offer.

The Notes are listed on the Official List of the Irish Stock Exchange and to trading on the Global Exchange Market of such exchange.

According to Brazilian banking law, banks are permitted to issue subordinated debt according to certain requirements under Resolution No. 4,192, and if approved by the Central Bank, banks are permitted to include the outstanding aggregate principal amount of such subordinated debt as a component of their reference capital, which can comprise different components, such as common equity, capital reserves and subordinated debt provided that each component has a specific requirement under Resolution No. 4,192. The Notes are treated under the Brazilian law as subordinated debt instruments and, for the purposes of Resolution No. 4,192, the outstanding principal amount of the Notes is partially eligible to be computed as Tier 2 in Banco Mercantil's reference capital, with such eligible amount being reduced yearly according to certain deduction factors pursuant to such Resolution. The Notes accounted for 37.17% of the Bank's total reference capital as at October 31, 2015.

As required by Resolution No. 4,192, on November 24, 2015, the Central Bank duly approved the conduct and consummation of the Offer by the Bank.

CERTAIN SIGNIFICANT CONSIDERATIONS

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

The Offer may adversely affect the market value and reduce the liquidity of any trading market of the Notes

To the extent that only a portion of the Notes are tendered and accepted in the Offer, the trading market for Notes that remain outstanding will become more limited, especially taken together with the Notes that were repurchased on July 23, 2015 pursuant to a prior tender offer. A bid for a debt security with a smaller outstanding principal amount available for trading (a smaller “float”) may be lower than a bid for a comparable debt security with greater float. Therefore, the market price of any untendered or otherwise unpurchased Notes may be affected adversely to the extent that the Notes tendered and purchased pursuant to the Offer reduce the float. The reduced float may also tend to make the trading price more volatile. Holders of untendered or unpurchased Notes may attempt to obtain quotations for such Notes from their brokers; however, there can be no assurance that an active trading market will exist for the Notes following the consummation of the Offer. The extent of the market for the Notes following consummation of the Offer would depend upon the number of Holders holding Notes remaining at such time, and the interest in maintaining a market in the Notes on the part of securities firms and other factors.

Effect of the Offer on Holders of Notes Tendered and Accepted

To the extent a Holder’s Notes are tendered and accepted, such Holder will receive the Total Consideration if such Notes were validly tendered (and not validly withdrawn) on or prior to the Early Tender Date, or the Purchase Price if such Notes were validly tendered (and not validly withdrawn) after the applicable Early Tender Date and on or prior to the Expiration Date, in each case, plus any Accrued Interest, per U.S.\$1,000 principal amount of Notes tendered and accepted, but any such Holders give up all rights and benefits associated with ownership of such Notes.

The amount of Notes accepted for payment in the Offer will be limited, because we are offering to purchase the aggregate principal amount of Notes only up to the Tender Cap.

Priority of Acceptance for Notes Tendered at or Prior to the Early Tender Date and Proration

Holders must validly tender (and not validly withdraw) their Notes on or prior to the Early Tender Date in order to be eligible to receive the Total Consideration. If Holders validly tender (and do not validly withdraw) their Notes after the Early Tender Date but on or prior to the Expiration Date, they will only be eligible to receive the Purchase Price, which does not include the Early Tender Premium.

If any Notes are purchased in the Offer, Notes tendered on or prior to the Early Tender Date will be accepted for purchase in priority to other Notes tendered after the Early Tender Date. **Accordingly, if the Tender Cap is reached in respect of tenders made on or prior to the Early Tender Date, no Notes that are tendered after the Early Tender Date will be accepted for purchase.**

If the purchase of all Notes validly tendered (and not validly withdrawn) on or prior to the Early Tender Date would cause us to purchase an aggregate principal amount of Notes in excess of the Tender Cap, then such Offer will be oversubscribed at the Early Tender Date, we will not accept for purchase any Notes after the Early Tender Date and we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offer) accept for purchase on the Early Settlement Date, the Notes tendered at or prior to the Early Tender Date on a prorated basis such that we purchase the maximum aggregate principal amount of Notes tendered that does not exceed the Tender Cap. If the Offer is not oversubscribed at the Early Tender Date and the purchase of all Notes validly tendered (and not validly withdrawn) on or prior to the Expiration Date would cause us to purchase an aggregate principal amount of Notes in excess of the Tender Cap, then the Offer will be oversubscribed at the Expiration Date and we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offer) accept for purchase such tendered Notes as follows (i) on the Early Tender Date, we will accept for purchase all Notes validly tendered (and not validly withdrawn) on or prior to the Early Tender Date; and (ii) promptly after the Expiration Date, we will accept for purchase all Notes validly tendered (and not validly withdrawn) after the Early Tender Date and on or prior to the Expiration Date on a

prorated basis such that we purchase the maximum aggregate principal amount of Notes that does not exceed the Tender Cap.

Conditions to the consummation of the Offer

Our obligation to purchase Notes pursuant to the Offer is subject to the satisfaction or waiver of certain conditions. These conditions are described in more detail in this Offer to Purchase under “Conditions to the Offer.” We cannot assure you that such conditions will be satisfied or waived, or that the Offer will be consummated, or that any failure to consummate the Offer will not have a negative effect on the market price and liquidity of the Notes.

There is Limited Ability to Withdraw Tendered Notes

Tenders of Notes made before the Withdrawal Date may be validly withdrawn at any time on or before the Withdrawal Date, but not thereafter, unless required by applicable law. In addition, we may, in our sole discretion subject to applicable law, extend the Expiration Date. Any extension of the Offer will not necessarily be accompanied by an extension of the Withdrawal Date. Payment of the Total Consideration, the Purchase Price and any Accrued Interest will not be made prior to the Early Settlement Date or the Final Settlement Date, as applicable, the occurrence of which is dependent upon the satisfaction or waiver of the conditions to the Offer. Therefore, Holders that tender Notes on or before the Early Tender Date could be forced to wait for an extended period of time before receiving payment and may not have the ability to withdraw or trade tendered Notes during that time. Unless required by applicable law, Notes tendered after the Withdrawal Date may not be withdrawn, and Holders that tender such Notes could be forced to wait for an extended period of time before receiving payment for their Notes.

Subsequent repurchases of Notes

To the extent any Notes remain outstanding after consummation of the Offer, subject to compliance with applicable law and regulation, we reserve the absolute right, in our sole discretion, to purchase or otherwise acquire any Notes which remain outstanding after the Offer, through open market or privately negotiated transactions, one or more additional tender offers, one or more exchange offers or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to the Offer and could be for cash or other consideration.

Responsibility to Consult Advisors

Each Holder is solely responsible for making its own independent appraisal of all matters as such Holder deems appropriate (including those relating to the Offer and the Bank) and each Holder must make its own decision as to whether accept the Offer or not.

None of the Bank, its board of directors, the Indenture Trustee, the Information Agent, the Tender Agent, the Dealer Manager or any of their respective affiliates makes any recommendation as to whether Holders should tender, or refrain from tendering as to all or any portion of the principal amount of their Notes pursuant to the Offer. Holders must make their own decisions with regard to tendering Notes and no one has been authorized by any of them to make such a recommendation.

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

No Appraisal Rights

No appraisal rights or other similar statutory rights are available to Holders in connection with the Offer.

THE OFFER

The Offer Documents contain 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 the Offer Documents (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), the Bank is offering to purchase for cash up to U.S.\$30,000,000 of the outstanding Notes that are validly tendered (and not validly withdrawn) delivered to the Tender Agent on or prior to the Expiration Date for the consideration described below. As of the date hereof, U.S.\$185,383,000 in aggregate principal amount of Notes remains outstanding. We will accept tenders of Notes in minimum principal amounts of U.S.\$100,000 and integral multiples of U.S.\$1,000 above U.S.\$100,000.

Total Consideration; Purchase Price

Holders will only receive the Total Consideration if they tender on or before the Early Tender Date. Holders who tender after the Early Tender Date but on or prior to the Expiration Date will receive the Purchase Price. In each case, Holders will receive Accrued Interest.

Total Consideration. The Total Consideration for each U.S.\$1,000 principal amount of Notes validly tendered and not validly withdrawn is equal to U.S.\$800, such price being rounded to the nearest U.S.\$0.01 per U.S.\$1,000 principal amount of Notes. The Total Consideration includes an Early Tender Premium of U.S.\$30 per U.S.\$1,000 principal amount of Notes validly tendered on or prior to the Early Tender Date and not validly withdrawn on or prior to the Withdrawal Date, payable on the Early Settlement Date.

Purchase Price. The Purchase Price for each U.S.\$1,000 principal amount of Notes tendered is equal to U.S.\$770, which is the Total Consideration less the Early Tender Premium. Holders who validly tender their Notes after the Early Tender Date but on or prior to the Expiration Date will be eligible to receive the Purchase Price on the Final Settlement Date.

In each case, Holders whose Notes are accepted for purchase shall receive Accrued Interest on the applicable Settlement Date. Tenders of Notes will not be valid if submitted after the Expiration Date.

Subject to satisfaction (or waiver) of the Conditions at the Early Settlement Date or the Expiration Date, payment for Notes validly tendered and accepted for payment will be made by our deposit of immediately available funds with the Tender Agent on the applicable Settlement Date. The Tender Agent will act as our agent for the purpose of receiving payments from us and transmitting such payments to Holders.

We reserve the right to extend, amend or terminate the Offer and to extend the Withdrawal Date, the Early Tender Date and the Expiration Date for the Offer. See “Expiration Date; Extension; Amendment and Termination.”

CONDITIONS TO THE OFFER

Notwithstanding any other provision of the Offer, we will not 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 Securities Exchange Act of 1934, as amended (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 any of the following conditions have not been satisfied on or prior to the Expiration Date. We will not be required to pay the Purchase Price or the Total Consideration, as applicable, or Accrued Interest in connection with the Offer unless we shall have accepted the Notes for purchase pursuant to the Offer and the following Conditions (defined below) to the Offer shall have been waived or satisfied on or prior to the Early Settlement Date or the Expiration Date.

The Offer is conditioned upon none of the following having occurred (the “Conditions”):

(i) there shall have been instituted, threatened or be pending any action, proceeding or investigation (whether formal or informal), or there shall have been any material adverse development to any action or proceeding currently instituted, threatened or pending, before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Offer that, in the reasonable judgment of the Bank, either (a) is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of either the Bank, or their respective affiliates and subsidiaries, or (b) would or might prohibit, prevent, restrict or delay consummation of the Offer;

(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 the reasonable judgment of the Bank, either (a) would or might prohibit, prevent, restrict or delay consummation of the Offer or (b) is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of either the Bank, or their respective affiliates and subsidiaries;

(iii) there shall have occurred or be likely to occur any event affecting the business or financial affairs of the Bank or its subsidiaries that, in the reasonable judgment of the Bank, would or might prohibit, prevent, restrict or delay consummation of the Offer;

(iv) the Indenture Trustee shall have objected in any respect to or taken any action that could, in our reasonable judgment, adversely affect the consummation of the Offer or shall have taken any action that challenges the validity or effectiveness of the procedures used by us in the making of the Offer or the acceptance of, or payment for, the Notes; or

(v) there has occurred (a) any general suspension of, or limitation on, trading in securities on the New York Stock Exchange, the Irish Stock Exchange, BM&FBOVESPA or in the over-the-counter market, whether or not mandatory, (b) any significant adverse change in the price of the Notes in the securities or financial markets in the United States or on the Irish Stock Exchange, (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 to banks in the United States or Brazil, (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 Bank, might affect the extension of credit by banks or other lending institutions, (f) a material change in United States or Brazilian currency exchange rate or a general suspension of, or material limitation on, the markets therefor, (g) a commencement of a war, armed hostilities, terrorist acts or other national or international calamity directly or indirectly involving the United States or Brazil or, (h) in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof.

The foregoing Conditions to the Offer are for our sole benefit and may be asserted by us in our sole discretion regardless of the circumstances giving rise to such Conditions (including any action or inaction by us) or may be waived by us, in whole or in part, in our sole discretion, whether or not any other condition of the Offer also is waived. The applicable Conditions to the Offer will be either satisfied or waived by the Bank at or prior to the Early Settlement Date. The failure by us at any time to exercise any of the Conditions to the Offer will not be deemed a waiver of any other

right and each right will be deemed an ongoing right which may be asserted at any time and from time to time. We have not made a decision as to what circumstances would lead us to waive any such Condition, and any such waiver would depend on circumstances prevailing at the time of such waiver. Any determination by us concerning the events described in this section shall be final and binding upon all Holders.

Although we have no present plans or arrangements to do so, subject to applicable law, we reserve the right to amend, at any time, the terms of the Offer. We will give Holders notice of such amendments as may be required by applicable law.

EXPIRATION DATE; EXTENSION; AMENDMENT AND TERMINATION

The Offer will expire at the Expiration Date. The Offer may be extended at the sole discretion of the Bank, and the term “Expiration Date” shall mean the time and date on which the Offer, as so extended, shall expire. We expressly reserve the right to extend the Offer from time to time or for such period or periods as we may determine by giving oral (to be confirmed in writing) or written notice of such extension to the Tender Agent and by making a public announcement by press release at or prior to 9:00 a.m., New York City time, on the Business Day following the Expiration Date. During any such extension, all Notes previously tendered and not accepted for purchase pursuant to the Offer will remain subject to the Offer and may, subject to the terms and conditions of the Offer, be accepted for purchase by the Bank.

To the extent we are legally permitted to do so, we expressly reserve the right, in our sole discretion, (i) upon or prior to the satisfaction of all Conditions to the Offer to terminate or withdraw the Offer and not accept for payment any Notes not theretofore accepted for payment; (ii) to waive any and all Conditions of the Offer on or prior to the Early Tender Date or the Expiration Date; (iii) to extend or change the Withdrawal Date, the Early Tender Date, the Expiration Date or any Settlement Date; provided that the Early Tender Date may be extended without an extension of the Withdrawal Date; (iv) to amend, modify or waive at any time, or from time to time, in a manner not adverse to the Holders, the terms of the Offer, subject to any obligation under applicable law to extend the period of time the Offer remains open; (v) to modify the Total Consideration, the Early Tender Premium or the Purchase Price; or (vi) to purchase the Notes tendered pursuant to the Offer either directly or through a third party. Any such waiver, amendment or modification will apply to all Notes tendered pursuant to the Offer. If we make a material change in the terms of the Offer or waive a material condition of the Offer, we will give oral (to be confirmed in writing) or written notice of such amendment or waiver to the Tender Agent and will issue a press release or disseminate additional Offer Documents, as we deem appropriate under the circumstances, and will extend the Offer to the extent required by law. Any such action will be followed promptly by public announcement thereof pursuant to any applicable law or listing rules.

If we terminate the Offer, we shall give immediate notice thereof to the Tender Agent, and all Notes theretofore tendered and not accepted for payment shall be returned promptly to the tendering Holders thereof or credited to the Holder’s account without further compensation of any sort. If the Offer is withdrawn or otherwise not completed, none of the Total Consideration, the Purchase Price or Accrued Interest will be paid or become payable. See “Withdrawal of Tenders” and “Conditions to the Offer.”

ACCEPTANCE OF NOTES FOR PURCHASE AND PAYMENT FOR NOTES

Upon the terms and subject to the Conditions to the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment) and applicable law, we will accept for purchase, no later than the Expiration Date, Notes validly tendered (or defectively tendered, if such defect has been waived by us) pursuant to the Offer and not validly withdrawn or revoked upon the satisfaction or waiver of the Conditions to the Offer specified herein under “Conditions to the Offer.” We reserve the right to accept for purchase and pay for all Notes validly tendered on or prior to the Expiration Date and to keep the Offer open or extend the Expiration Date to a later date and time announced by us. We expressly reserve the right 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 herein under “Conditions to the Offer” shall not have been satisfied or waived by us or in order to comply in whole or in part with any applicable law, all subject to the acceptance priority and proration set forth under “Acceptance Priority and Proration.” In all cases, payment for Notes accepted for purchase pursuant to the Offer will be made only after timely receipt by the Tender Agent of certificates representing the Notes (or confirmation of book-entry transfer thereof), a properly completed and duly executed Letter of Transmittal related thereto (or a facsimile thereof or satisfaction of DTC’s ATOP procedures) and any other documents required thereby.

For purposes of the Offer, we will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes, if such defect has been waived by us) if, as and when we give oral (confirmed in writing) or written notice thereof to the Tender Agent. Payment for Notes accepted for purchase in the Offer on or prior to the Early Tender Date or the Expiration Date, as applicable, will be made by us by depositing such payment with the Tender Agent, which will transmit the Purchase Price or the Total Consideration, as applicable (and Accrued Interest), to Holders on behalf of the Bank. Upon the terms and subject to the conditions to the Offer, (i) delivery by the Tender Agent of the Total Consideration shall be made on the Early Settlement Date for Notes that have been validly delivered on or prior to the Early Tender Date (or, with respect to defectively tendered Notes, if we have waived such defect) and not validly withdrawn or revoked on or prior to the Withdrawal Date, (ii) delivery by the Tender Agent of the Purchase Price shall be made on the Final Settlement Date for Notes that have been validly delivered after the Early Tender Date but on or prior to the Expiration Date, and (iii) if we determine, in our sole discretion, to extend the Offer beyond the Expiration Date, we will have a new Final Settlement Date with respect to Notes validly tendered and not validly withdrawn on or prior to the Expiration Date. In each case, Holders that validly tender their Notes and whose Notes are accepted for purchase pursuant to the Offer shall receive Accrued Interest, payable on the applicable Settlement Date.

If, for any reason, acceptance for purchase of, or payment for, validly tendered Notes pursuant to the Offer is delayed or we are unable to accept for purchase, or to pay for, validly tendered Notes pursuant to the Offer, then the Tender Agent may, nevertheless, on our behalf, retain Notes tendered pursuant to the Offer, without prejudice to our rights described under “Acceptance Priority and Proration,” “Expiration Date; Extension; Amendment and Termination,” “Conditions to 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, or if certificates are submitted evidencing more Notes than those which are tendered, certificates evidencing unpurchased Notes will be returned, without expense, to the tendering Holder (or, in the case of any Notes tendered by book-entry transfer into the Tender Agent’s account at the Book-Entry Transfer Facility (as defined herein) pursuant to the procedures set forth in the section entitled “Procedures for Tendering Notes—Book-Entry Transfer,” such Notes will be credited to the account maintained at the Book-Entry Transfer Facility from which such Notes were delivered), promptly following the Expiration Date or the termination of the Offer without further compensation of any sort.

We reserve the right to transfer or assign, in whole or from time to time, in part, to one or more of our affiliates, the right to purchase all or any portion of the Notes tendered pursuant to the Offer, but any such transfer or assignment will not relieve us of our 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 payment pursuant to the Offer. 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 by DTC or the Tender Agent to Holders of purchased Notes or otherwise.

Tendering Holders will not be obligated to pay brokerage commissions, fees or transfer taxes with respect to the purchase of their Notes unless the box entitled “Special Payment Instructions” on the Letter of Transmittal has been completed, as described in the instructions thereto. However, such Holders may be obligated to pay commissions or other payments to their own brokers, custodians or other agents. We will pay all other charges and expenses in connection with the Offer. See “Dealer Manager, Information Agent and Tender Agent.”

We reserve the right to arrange for alternate settlement mechanisms if we are required to do so for legal reasons.

ACCEPTANCE PRIORITY AND PRORATION

If the purchase of all Notes validly tendered on or prior to the Early Tender Date would cause us to purchase an aggregate principal amount of Notes in excess of the Tender Cap, then the Offer will be oversubscribed at the Early Tender Date. **Accordingly, we will not accept for purchase any Notes after the Early Tender Date and we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offer) accept for purchase on the Early Settlement Date, the Notes tendered on or prior to the Early Tender Date on a prorated basis such that we purchase the maximum aggregate principal amount of Notes that does not exceed the Tender Cap.**

If the Offer is not oversubscribed at the Early Tender Date and the purchase of all Notes validly tendered in the Offer on or prior to the Expiration Date would cause us to purchase an aggregate principal amount of Notes in excess of the Tender Cap, then the Offer will be oversubscribed at the Expiration Date and we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offer) accept for purchase such tendered Notes as follows:

- first, on the Early Tender Date, we will accept for purchase all Notes validly tendered on or prior to the Early Tender Date; and
- second, promptly after the Expiration Date, we will accept for purchase all Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date on a prorated basis such that we purchase the maximum aggregate principal amount of Notes that does not exceed the Tender Cap.

All Notes not accepted as a result of prorationing will be rejected from the Offer and returned to the tendering holder.

If the Tender Cap is reached in respect of tenders made on or prior to the Early Tender Date, no Notes tendered after the Early Tender Date will be accepted for purchase in the Offer. To avoid purchases of Notes in principal amounts other than in minimum principal amounts of U.S.\$100,000 and integral multiples of U.S.\$1,000 above U.S.\$100,000 (“Authorized Denominations”) and to ensure we return Notes in Authorized Denominations, if necessary, we will make appropriate adjustments downward to the nearest U.S.\$1,000 principal amount, or if applicable, the minimum denomination of U.S.\$100,000, with respect to each Holder validly tendering Notes. We will accept this rounded principal amount, unless it is less than the minimum denomination of U.S.\$100,000, in which case such tender will be rejected in its entirety. Holders who tender less than all their Notes must continue to hold Notes in Authorized Denominations.

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 such Notes. A defective tender of Notes (which defect is not waived by us) will not constitute valid delivery of the Notes and will not entitle the Holder thereof to our payment of the Purchase Price or the Total Consideration, as the case may be, or Accrued Interest applicable to the Notes. Any beneficial owner whose Notes are registered in the name of a Custodian or held through the Book-Entry Transfer Facility and who wishes to tender its Notes should contact such Holder promptly and instruct such Holder to tender its Notes on such beneficial owner's behalf. In no event shall the Holder send any Notes to the Bank or the Dealer Manager.

Tender of Notes Held Through DTC

The Tender Agent and DTC have confirmed that the Offer is eligible for ATOP. Accordingly, DTC participants may electronically transmit their acceptance of the Offer by causing DTC to transfer their Notes to the Tender Agent in accordance with DTC's ATOP procedures for such a transfer. DTC will then send an Agent's Message to the Tender Agent.

A LETTER OF TRANSMITTAL SHOULD NOT BE DELIVERED FOR ACCEPTANCES OF THE OFFER TRANSMITTED BY ATOP, OTHER THAN THE BOXES ENTITLED "METHOD OF DELIVERY" AND "PLEASE SIGN HERE" THEREIN.

The term "Agent's Message" means a message transmitted by DTC, received by the Tender Agent and forming part of the Book-Entry Confirmation (as defined herein), that states that DTC has received an express acknowledgment from the DTC participant tendering Notes that are the subject of such Book-Entry Confirmation, that such DTC participant has received and agrees to be bound by the terms of the Offer as set forth in this Offer to Purchase and the Letter of Transmittal and that we may enforce such agreement against such participant. **Holders desiring to tender their Notes on the Early Tender Date or the Expiration Date should note that such Holders must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such respective date.**

Tender of Notes Held Through Clearstream, Luxembourg or Euroclear

Any Holder who holds Notes through Clearstream, Luxembourg or Euroclear must also comply with the applicable procedures of Clearstream, Luxembourg or Euroclear, as applicable, in connection with a tender of Notes and must submit their acceptance in sufficient time for such tenders to be made prior to the Early Tender Date or the Expiration Date, as applicable. Both Clearstream, Luxembourg and Euroclear are indirect participants in the DTC system.

In order to submit Notes held through Clearstream, Luxembourg or Euroclear for tender, Holders must arrange for a Direct Participant in Clearstream, Luxembourg or Euroclear, as the case may be, to submit any tender, which must include Blocking Instructions (as defined herein), to Clearstream, Luxembourg or Euroclear at or prior to the Early Tender Date or Expiration Date. Holders should note that Clearstream, Luxembourg and Euroclear may require that action be taken a day or more prior to the Early Tender Date or Expiration Date, as applicable. "Blocking Instructions" include instructions to block any attempt to transfer a Holder's Notes on or prior to the applicable Settlement Date, to debit the Holder's account for the amount of Notes accepted into the Offer on or about the applicable Settlement Date, and the authorization to disclose the identity of the participant account holder and account information.

Tender of Notes Held in Physical Form

Delivery of Notes, the Letter of Transmittal and all other required documents may also be made by physical delivery to the Tender Agent. If such delivery is by mail, it is suggested that the Holder use properly insured, registered mail with return receipt requested, and that the mailing be made sufficiently in advance of the Early Tender Date or the Expiration Date, as the case may be, to permit delivery to the Tender Agent prior to such respective date. Manually signed facsimile copies of the Letter of Transmittal, properly completed and duly executed, will be accepted. No alternative, conditional or contingent tenders of Notes will be accepted. Delivery of Notes, Letter of Transmittal and all other required documents will be deemed made only when actually received by the Tender Agent. The method of

delivery of Notes, Letter of Transmittal and all other required documents to the Tender Agent is at the election and risk of the Holder tendering Notes.

Signature Guarantees

Signatures on the Letter of Transmittal must be guaranteed by a firm that is a participant in the Security Transfer Agents Medallion Program or the Stock Exchange Medallion Program (generally a member of a registered national securities exchange in the United States, a member of the U.S. Financial Industry Regulatory Authority, or a commercial bank or trust company having an office in the United States) (an “Eligible Institution”), unless (i) the Letter of Transmittal is signed by the registered Holder of the Notes (or by a participant in DTC whose name appears on a security position listing as the owner of such Notes) tendered therewith and payment of the Total Consideration or the Purchase Price, as applicable, is to be made, or if any Notes for principal amounts not tendered or not accepted for purchase are to be issued, directly to such Holder and the “Special Payment Instructions” box on the Letter of Transmittal has not been completed, or (ii) such Notes are tendered for the account of an Eligible Institution.

Backup United States Federal Income Tax Withholding

To prevent backup U.S. federal income tax withholding, each tendering Holder of Notes must (i) provide the Tender Agent with such Holder’s correct taxpayer identification number and certify that such Holder is not subject to backup U.S. federal income tax withholding by completing the Substitute Form W-9 included in the Letter of Transmittal or (ii) otherwise establish a basis for exemption from backup withholding.

Determination of Validity

All questions as to the form of all documents and the validity, form, eligibility (including time of receipt) and acceptance of tenders and withdrawals of Notes pursuant to any of the procedures described above will be determined by the Bank in its sole discretion (whose determination shall be final and binding). **ALTERNATIVE, CONDITIONAL OR CONTINGENT TENDERS WILL NOT BE CONSIDERED VALID.** The Bank reserves the absolute right to reject any or all tenders of any Notes determined by it not to be in proper form or if the acceptance for payment of, or payment for, such Notes may, in the opinion of the Bank, be unlawful. The Bank also reserves the absolute right, in its sole discretion, to waive any of the conditions of the Offer or any defect or irregularity in any tender with respect to Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Bank’s interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Bank determines, unless waived by the Bank. Tenders of Notes shall not be deemed to have been made until all defects or irregularities have been waived by the Bank or cured. A defective tender (which defect is not waived by us) will not constitute a valid tender of the Notes. All tendering Holders waive any right to receive notice of the acceptance of their Notes for purchase. None of the Bank, the Dealer Manager, the Tender Agent, the Information Agent, the Indenture Trustee or any other person will be under any duty to give notice of any defects or irregularities in tenders or will incur any liability for failure to give any such notification. If the Bank waives its right to reject a defective tender of Notes, the Holder will be entitled to the Total Consideration or the Purchase Price, as applicable, and Accrued Interest.

No Guaranteed Delivery

There are no guaranteed delivery procedures provided for by the Bank in connection with the Offer under the terms of this Offer to Purchase or any of the other Offer materials provided with this Offer to Purchase. Holders must timely tender their Notes in accordance with the procedures set forth in this “Procedures for Tendering Notes” section.

Book-Entry Transfer

The Tender Agent will seek to establish a new account or utilize an existing account with respect to the Notes at DTC (the “Book-Entry Transfer Facility”) promptly after the date of this Offer to Purchase (to the extent such arrangements have not been made previously by the Tender Agent), and any financial institution that is a participant in the Book-Entry Transfer Facility system and whose name appears on a security position listing as the owner of the Notes may make book-entry delivery of Notes by causing the Book-Entry Transfer Facility to transfer such Notes into the Tender Agent’s account in accordance with the Book-Entry Transfer Facility’s procedures for such transfer. The

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

Other Matters

Notwithstanding any other provision hereof, payment for Notes accepted for payment pursuant to the Offer will, in all cases, be made only after timely receipt by the Tender Agent of (i) certificates for, or a timely Book-Entry Confirmation with respect to, such Notes, (ii) a properly completed and validly executed Letter of Transmittal (or a facsimile thereof), with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message and (iii) any other documents required by the Letter of Transmittal. Under no circumstances will interest be paid by DTC on the Total Consideration or the Purchase Price, regardless of any delay in making such payments.

Tenders of Notes pursuant to any of the procedures described above, and acceptance thereof by us for purchase, will constitute a binding agreement between us and the tendering Holder of such Notes, upon the terms and subject to the conditions to the Offer in effect on the date the Notes are accepted for payment.

By executing a Letter of Transmittal as set forth above (or by tendering Notes through book-entry transfer), and subject to and effective upon acceptance for purchase of, and payment for, the Notes tendered therewith, and further subject to the withdrawal of a tender of Notes on or prior to the Withdrawal Date, a tendering Holder (i) sells, assigns and transfers to, or upon the order of, the Bank all right, title and interest in and to all the Notes that are being tendered thereby, (ii) waives any and all other rights with respect to the Notes (including, without limitation, such Holder's waiver of any existing or past defaults and their consequences in respect of the Notes and the Indenture), (iii) releases and discharges the Bank from any and all claims such Holder may have now, or may have in the future, arising out of, or related to, the Notes or the Indenture, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to the Notes or to participate in any redemption or defeasance of the Notes, and (iv) constitutes and appoints the Tender Agent as the true and lawful agent and attorney-in-fact of such Holder with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be a power coupled with an interest) to (a) deliver certificates representing such Notes, or transfer ownership of such Notes on the account books maintained by DTC, Euroclear or Clearstream, Luxembourg, as applicable, together, in any such case, with all accompanying evidences of transfer and authenticity, to the Bank, (b) present such Notes for transfer of ownership on the relevant security register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Tender Agent will have no rights to, or control over, funds from us, except as agent for the tendering Holders, for the Total Consideration or the Purchase Price, as applicable, and Accrued Interest for any tendered Notes that are purchased by us).

WITHDRAWAL OF TENDERS

Notes validly tendered pursuant to the Offer on or prior to the Withdrawal Date may be validly withdrawn at any time up until such time on the Withdrawal Date.

A valid withdrawal of Notes will result in the Holder not being eligible to receive the Total Consideration, the Purchase Price or Accrued Interest. **Notes tendered pursuant to the Offer after the Withdrawal Date may not be validly withdrawn or revoked, unless we reduce the amount of the Purchase Price, the Total Consideration or the principal amount of the Notes subject to the Offer or are otherwise required by law to permit withdrawal.** Under such circumstances, previously tendered Notes may be withdrawn until the expiration of such period as is required by applicable law. A valid withdrawal of tendered Notes on or prior to the Withdrawal Date shall be deemed a valid revocation of the tender of the applicable Notes. In addition, Notes validly tendered pursuant to the Offer may be validly withdrawn if the Offer is terminated without any Notes tendered being purchased. In the event of a termination of the Offer, the Notes tendered pursuant to the Offer will be promptly returned to the tendering Holders or credited to the Holder's account without further compensation of any sort.

For a withdrawal of a tender of Notes to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be received by the Tender Agent at its address set forth on the back cover of this Offer to Purchase, or a manually signed facsimile transmission, or a properly transmitted "Request Message" through ATOP must be received by the Tender Agent, on or prior to the Withdrawal Date, or at such other permissible times as are described in this Offer to Purchase. Any such notice of withdrawal must (i) specify the name of the person who tendered the Notes to be withdrawn (or, in the case of Notes tendered by book-entry transfer, the name of the DTC participant whose name appears on the security position listing as the owner of such Notes), (ii) contain a description of the Notes to be withdrawn and the aggregate principal amount represented by such Notes (and, in the case of Notes tendered by delivery of certificates rather than book-entry transfer, the certificate numbers for such Notes) and (iii) unless transmitted through ATOP, be signed by the Holder in the same manner as the original signature on the Letter of Transmittal by which such Notes were tendered (including any required signature guarantees), if any (or, in the case of Notes tendered by a DTC participant through ATOP, be signed by such participant in the same manner as the participant's name is listed in the applicable Agent's Message), or be accompanied by (x) documents of transfer sufficient to have the Tender Agent register the transfer of the Notes into the name of the person withdrawing such Notes and (y) a properly completed irrevocable proxy that authorizes such person to effect such revocation on behalf of such Holder. If the Notes to be withdrawn have been delivered or otherwise identified to the Tender Agent, a signed notice of withdrawal is effective immediately upon written or facsimile notice of withdrawal even if physical release is not yet effected. If certificates have been delivered or otherwise identified (through confirmation of book-entry transfer of such Notes) to the Tender Agent, the name of the Holder and the certificate number or numbers relating to such withdrawn Notes must also be furnished to the Tender Agent as aforesaid prior to the physical release of the certificates for the withdrawn Notes (or, in the case of Notes transferred by book-entry transfer, the name and number of the account at the Book-Entry Transfer Facility to be credited with withdrawn Notes). Validly withdrawn Notes will be deemed not to be validly tendered for purposes of the Offer.

Withdrawal of Notes can be accomplished 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 us in our sole discretion, and our determination shall be final and binding. None of the Bank, the Tender Agent, the Information Agent, the Indenture Trustee, the Dealer Manager, 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.

CERTAIN TAX CONSEQUENCES

The following summary contains a description of the material income tax consequences in Brazil and in the United States of the Offer that may be relevant to Holders. This summary is for general information purposes only and is based on the laws of Brazil and the United States in effect on the date hereof, which are subject to change and which changes may have retroactive effect. In view of the number of different jurisdictions where tax laws may apply to a Holder, each Holder is urged to consult its own professional advisors regarding the possible tax consequences of the Offer under the laws of the jurisdictions that apply to it or to its receipt of the Tender Offer Consideration and Accrued Interest in respect of its Notes. Each Holder is liable for its own taxes and has no recourse to the Bank, its board of directors, the Indenture Trustee, the Information Agent, the Tender Agent, the Dealer Manager or any of their respective affiliates with respect to taxes arising in connection with the Offer.

THIS SUMMARY IS NOT INTENDED AS TAX ADVICE TO ANY PARTICULAR HOLDER, WHICH CAN BE RENDERED ONLY IN LIGHT OF THAT HOLDER'S PARTICULAR TAX SITUATION. ACCORDINGLY, EACH HOLDER IS URGED TO CONSULT SUCH HOLDER'S TAX ADVISOR WITH RESPECT TO THE SPECIFIC TAX CONSEQUENCES OF THE OFFER TO SUCH HOLDER, INCLUDING THE APPLICATION AND AVAILABILITY OF ANY TAX TREATY TO SUCH HOLDER. ALL HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Certain Brazilian Income Tax Consequences

The following discussion is a summary of the Brazilian tax considerations relevant to individuals, entities, trusts or organizations, which are holders of the Notes and are resident or domiciled outside of Brazil for purposes of Brazilian taxation ("Non-Resident Holders"), with respect to this tender offer. The discussion is based on the tax laws of Brazil as in effect on the date hereof and is subject to any change in the Brazilian law that may come into effect after such date as well as to the possibility that the effect of such change in the Brazilian law may retroact to reach rights created on or before the date hereof.

This discussion does not address all the Brazilian tax considerations that may be applicable to any particular Non-Resident Holder, and each Non-Resident Holder should consult its own tax advisor about the Brazilian tax consequences of tendering the Notes. Holders are also urged to consult their own professional advisors regarding its particular circumstances and the possible tax consequences under the laws of the jurisdictions that apply to them or to the tendering of their Notes.

Generally, a Non-Resident Holder is taxed in Brazil when its income is derived from Brazilian sources. The applicability of Brazilian taxes with respect to payments on the Notes will depend on (i) the origin of such payments and (ii) the domicile of the beneficiaries thereof.

Payments under the notes

Interest, fees, commissions (including any original issue discount and any redemption premiums) and any other income payable by a Brazilian obligor to an individual, entity, trust or organization domiciled outside Brazil with respect to debt obligations derived from the issuance by a Brazilian issuer of international debt securities previously registered with the Central Bank, such as the Notes, is subject to withholding income tax.

The rate of withholding income tax is generally 15%, unless: (1) the Non-Resident Holder of the Notes is resident or domiciled in a Favorable Tax Jurisdiction (as defined below), in which case the applicable rate is 25% (the withholding income tax rate remains 15% in the event of interest income payable by a Brazilian obligor to an individual, company, trust or organization domiciled outside Brazil in respect of debt obligations resulting from the issuance by a Brazilian issuer of international debt securities previously registered with the Central Bank, including commercial paper, as provided for in Section 10 of Normative Instruction no. 1,455, dated March 6, 2014, issued by the Brazilian Revenue Service ("RFB")); or (2) a lower rate is provided for in an applicable tax treaty between Brazil and the other country where the Non-Resident Holder is domiciled.

It is possible that income tax withheld at source may be tax creditable in the country where the recipient is domiciled, in accordance with the applicable tax regulations of such country.

Brazil and Japan are signatories to a treaty (“Japan Treaty”) for the avoidance of double income taxation. Under the Japan Treaty, payments of interest to entities incorporated in Japan (or a branch thereof) or other types of income deemed similar to income from borrowed funds under Brazilian tax law will be subject to a Brazilian withholding tax rate of 12.5%.

We believe and intend to take the position for tax purposes that, as long as such payments are made by the Issuer to a Japanese paying agent pursuant to the terms and conditions of the Notes and provided further that such Japanese paying agent is a tax resident of Japan and is qualified for the benefits of the Japan Treaty with respect to the Notes, interest (including any original issue discount) will likely be subject to Brazilian tax at a rate of 12.5% pursuant to the Japan Treaty. For this purpose, the principal paying agent must be granted discharge powers and be authorized to receive payments on behalf of the holders of the Notes, which would release the Brazilian debtor from the payment obligations. If the issuer is not able to rely on the Japan Treaty to make the payments, or the payments are not made by us to the principal paying agent, any such payments will be subject to the Brazilian withholding tax at the rates referred to above.

In the event that the Issuer is required to make any payment in connection with the Notes to a Non-Resident Holder, the Issuer will be allowed under Brazilian law to pay such additional amounts as may be necessary to ensure that the net amounts receivable by the Non-Resident Holder after the assessment of withholding income tax will equal the amounts that would have been payable in the absence of such withholding.

Taxation on gains realized from the sale or other disposition of assets located in Brazil

According to Law No. 10,833, of December 29, 2003 (“Law 10,833”), gains realized on the disposition or sale of assets located in Brazil by a Non-Resident Holder are subject to income tax in Brazil, regardless of whether the sale or the disposition is made by a Non-Resident Holder to another non-resident or to a resident in Brazil. Based on the fact that the Notes are issued and registered abroad, we believe that the Notes do not fall within the definition of assets located in Brazil for the purposes of Law 10,833; thus, capital gains realized on the sale of the Notes should not be subject to taxation in Brazil. However, considering the general and unclear scope of such provisions and the lack of a judicial court ruling in respect thereto, we are unable to predict whether this new understanding will ultimately prevail in the courts of Brazil.

If the Notes are deemed to be “assets located in Brazil” pursuant to Law 10,833, gains recognized by Non-Resident Holders from the sale or other disposition of the Notes will be subject to income tax in Brazil at the rate of 15% or 25% if such Non-Resident Holder is located in a Favorable Tax Jurisdiction, unless a lower rate is provided for in an applicable tax treaty between Brazil and the country where the Non-Resident Holder is domiciled

It should be noted that, on September 22, 2015, Brazilian Government enacted Provisional Measure n. 692/2015 (“**MP 692**”), which introduces progressive income taxation for Brazilian individuals’ capital gains. According to MP 692, Income Tax rates applicable to Brazilian individuals’ capital gains are: (i) 15% for the part of the gain that does not exceed R\$ 1 million, (ii) 20% for the part of the gain that exceeds R\$ 1 million but does not exceed R\$ 5 million, (iii) 25% for the part of the gain that exceeds R\$ 5 million but does not exceed R\$ 20 million and (iv) 30% for the part of the gain that exceeds R\$ 20 million. To become definitely effective, Brazilian Congress must convert MP 692 into law. If converted into law, MP 692’s innovations will come into force as of January 1 of the year following the conversion. In this sense, if MP 692 is converted to law in 2015, the increased rates will become effective as of 2016. On the other hand, if MP 692 is converted to law in 2016, the new rates will become effective only in 2017.

These new progressive rates do not apply to foreign investors benefiting from the special tax regime currently ruled by Resolution 4,373 (previously known as 2,689 Investors). However, it is debatable whether they apply to foreign investors that do not benefit from this regime, such as the Non-Brazilian Holders. This is so because Brazilian law treats such foreign investors as Brazilian individuals for capital gain purposes. The risk herein described

for foreign investors is a potential interpretation of MP 692, as the wording of MP 692 does not expressly mention foreign investors. Should this interpretation be confirmed, capital gains assessed by those foreign investors upon disposition of Brazilian assets and rights would be subject to rates ranging from 15% to 30%, depending on the amount of capital gain.

“Favorable tax jurisdictions” and “privileged tax regimes”

A favorable tax jurisdiction is a jurisdiction that does not impose any tax on income or which imposes such tax at a maximum effective rate lower than 20% (or 17%, provided that the requirements set forth in Normative Ruling No. 1,530 dated December 19, 2014 are met). In addition, on June 24, 2008, Law No. 11,727 was enacted, with effect from January 1, 2009, establishing that a jurisdiction or country where local legislation imposes restrictions on disclosing the shareholding composition or the ownership of an investment is also considered a favorable tax jurisdiction.

On June 24, 2008, Law No. 11,727 introduced the concept of “privileged tax regime” in connection with transactions subject to Brazilian transfer pricing, which are also applicable to thin capitalization rules, which is broader than the concept of a Favorable Tax Jurisdiction. A “privileged tax regime” is considered to apply to a jurisdiction that meets any of the following requirements: (i) does not tax income or taxes income at a maximum rate lower than 20% (or 17%, provided that the requirements set forth in Normative Ruling No. 1,530 dated December 19, 2014 are met); (ii) grants tax advantages to a non-resident entity or individual (a) without requiring substantial economic activity in the jurisdiction of such non-resident entity or individual or (b) to the extent such non-resident entity or individual does not conduct substantial economic activity in the jurisdiction of such non-resident entity or individual; (iii) does not tax income generated abroad, or imposes tax on income generated abroad at a maximum rate lower than 20% (or 17%, provided that the requirements set forth in Normative Ruling No. 1,530 dated December 19, 2014 are met), or (iv) restricts the ownership disclosure of assets and ownership rights or restricts disclosure about economic transactions. In addition, on June 7, 2010, the Brazilian tax authorities enacted Ordinance No. 1,037, as amended, listing (i) the countries and jurisdictions considered Favorable Tax Jurisdictions, and (ii) the privileged tax regimes. Although the interpretation of the current Brazilian tax legislation could lead to the conclusion that such concept of “privileged tax regime” should apply only for purposes of Brazilian transfer pricing and thin capitalization/cross border interest deductibility rules, it is still not clear whether this “privileged tax regime” concept will also be applied to any gain and/or income obtained by a Non-Resident Holder in respect of the Notes.

Therefore, if the Brazilian tax authorities determine that (i) the Notes are deemed to be an asset located in Brazil; and/or (ii) the Issuer is required to make any payment in connection with the Notes, any gain or income resulting therefrom and obtained by a Non-Resident Holder that will benefit from a “privileged tax regime” could be subject to Brazilian withholding tax at a rate of 25%.

Investors should consult with their own tax advisors regarding the consequences of the implementation of Law No. 11,727 and Ordinance No. 1,037 and of any related Brazilian tax law or regulation concerning Favorable Tax Jurisdiction and “privileged tax regimes.”

Exchange Transactions

In addition to withholding income tax, Brazilian law imposes a Tax on Foreign Exchange Transactions (Imposto sobre Operações de Crédito, Câmbio e Seguro, ou Relativas a Títulos e Valores Mobiliários), or IOF/Exchange, due on the conversion of reais into foreign currency and on the conversion of foreign currency into reais. Currently, notwithstanding certain exceptions, the IOF/Exchange rate for almost all foreign currency exchange transactions is 0.38%. Exchange transactions for the outflow of funds from Brazil executed in connection with foreign financing or loans (including the Notes) are currently subject at IOF/Exchange at a zero percent rate. However, for foreign exchange transactions (including simultaneous foreign exchange transactions) executed in connection with the inflow of proceeds to Brazil deriving from cross-border loans or financings or international bond issuances, subject to registration with the Central Bank and with the minimum average term of 180 days or less, the IOF/Exchange tax rate is 6% (the referred minimum average term may change from time to time by the Brazilian government). This 6% rate will be levied with penalties and interest in case of loans or financings or international bonds with minimum average

term longer than the one required by then applicable IOF regulations (currently 180 days) in which an early redemption occurs prior to such applicable minimum average term. The Brazilian government is permitted to increase this rate at any time up to 25%. Any such increase in rates may only apply to future foreign exchange transactions.

Other Brazilian Taxes

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

Certain United States Federal Income Tax Consequences

The following is a general discussion of certain United States federal income tax consequences of the Offer to U.S. Holders, as defined below. This discussion is a summary for general information purposes only and does not consider all aspects of United States federal income taxation that may be relevant to particular U.S. Holders in light of their individual circumstances or to certain types of U.S. Holders subject to special tax rules (e.g., financial institutions, broker-dealers, real estate investment trusts or regulated investment companies, insurance companies, tax-exempt organizations, persons that hold Notes as part of a “straddle,” a “hedge,” “conversion transaction,” or other “integrated transaction,” persons that acquired Notes in connection with employment or other performance of services, U.S. Holders that have a functional currency other than the U.S. dollar, dealers in securities or currencies, traders in securities that elect to use the mark-to-market method of accounting for their securities, and partnerships and other pass-through entities), nor does it address any state, local or non-U.S. tax considerations, alternative minimum tax considerations or United States federal tax considerations other than income taxation. This summary assumes that Holders hold their Notes as “capital assets” within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the “Code”).

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of Notes that for United States federal income tax purposes is: (i) an individual citizen or resident of the United States; (ii) a corporation, or other entity treated as a corporation for United States federal income tax purposes, that is created or organized in or under the laws of the United States, any state thereof or the District of Columbia; (iii) an estate the income of which is subject to United States federal income taxation regardless of its source; or (iv) a trust (a) that is subject to the primary supervision of a court within the U.S. and the control of one or more U.S. persons as described in Section 7701(a)(30) of the Code or (b) that has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

If a partnership or other entity treated as a partnership for U.S. federal income tax purposes, holds the Notes, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. Holders that are partnerships holding Notes are urged to consult their tax advisors.

This summary is based on the Code and applicable Treasury regulations (the “Regulations”), rulings, administrative pronouncements and decisions as of the date hereof, all of which are subject to change or differing interpretations at any time with possible retroactive effect. There can be no assurance that the Internal Revenue Service (“IRS”) will not challenge one or more of the tax consequences described herein, and we have not obtained, nor do we intend to obtain, a ruling from the IRS with respect to the United States federal income tax consequences of the Offer.

Consequences to Tendering Holders

Sale of a Note. The receipt of cash by a U.S. Holder in exchange for a Note will be a taxable transaction for United States federal income tax purposes. A U.S. Holder generally will recognize gain or loss in an amount equal to the difference between (i) the amount realized on the sale (which includes the Early Tender Premium, but generally

excludes amounts attributable to Accrued Interest, if any), and (ii) the U.S. Holder's adjusted tax basis in the Note. If Brazilian tax is withheld on the sale of a Note, the amount realized by a U.S. Holder will include the gross proceeds of that sale before deduction of the tax, and any additional amounts paid in respect of such tax. Subject to the market discount rules discussed below, such gain or loss will generally be capital gain or loss. Generally, a U.S. Holder's adjusted tax basis in a Note will be equal to the amount paid for the Note, increased by any market discount previously included in the U.S. Holder's income, and decreased (but not below zero) by any amortized premium in respect of the Note which has been previously taken into account. Any such capital gain or loss generally will be U.S. source capital gain or loss and will be long-term capital gain or loss if the U.S. Holder held the Note for more than one year at the time of such sale. Non-corporate taxpayers are generally subject to reduced rates of United States federal income taxation on long-term capital gains. The deductibility of capital losses is subject to certain limitations. Amounts received by a U.S. Holder in respect of Accrued Interest on a Note will generally be taxed as foreign source ordinary income to the extent such amounts have not previously been included in income and may, under certain circumstances, constitute "passive income" for U.S. foreign tax credit purposes. The rules governing the U.S. foreign tax credit are complex, and U.S. Holders are urged to consult their tax advisors regarding the application of such rules to their particular circumstances.

Market Discount. A Note has "market discount" if its stated principal amount exceeds its tax basis in the hands of a U.S. Holder immediately after its acquisition, unless a statutorily defined *de minimis* exception applies. Gain recognized by a U.S. Holder with respect to a Note acquired with market discount will generally be subject to tax as ordinary income (rather than capital gain) to the extent of the market discount accrued during the period the Note was held by such U.S. Holder. Such income attributable to market discount will constitute income from sources outside of the United States, and generally will constitute "passive income" for U.S. foreign tax credit purposes. The rules governing the U.S. foreign tax credit are complex, and U.S. Holders are urged to consult their tax advisors regarding the application of such rules to their particular circumstances. A U.S. Holder who previously had elected to include market discount in income as it accrued for United States federal income tax purposes will generally not recognize additional ordinary income attributable to market discount on the sale of the Note.

Consequences to Non-Tendering Holders

U.S. Holders that do not tender their Notes pursuant to the Offer will not recognize any gain or loss for U.S. federal income tax purposes, and will have the same adjusted basis and holding period in their Notes following the consummation of the Offer as such U.S. Holders had in their Notes immediately prior to the consummation of the Offer.

Information Reporting and Backup Withholding

A U.S. Holder whose Notes are tendered and accepted for payment pursuant to the Offer will be subject to certain information reporting requirements (unless the U.S. Holder is a corporation or other exempt recipient and establishes that it is an exempt recipient if requested). In addition, a U.S. Holder may be subject to backup withholding with respect to the receipt of cash in exchange for a Note unless the U.S. Holder provides the Tender Agent with a correct taxpayer identification number ("TIN") and certifies that the U.S. Holder is a United States person, the TIN is correct (or that the U.S. Holder is awaiting a TIN) and the U.S. Holder either (a) is exempt from backup withholding, (b) has not been informed by the IRS that backup withholding is required due to underreporting of interest or dividends or (c) has been informed by the IRS that backup withholding is no longer required. The backup withholding tax rate is 28%. U.S. Holders are encouraged to consult their tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining such exemption. Any amount paid as backup withholding would be creditable against the U.S. Holder's United States federal income tax liability and may entitle the U.S. Holder to a refund, provided that the requisite information is properly provided to the IRS.

Medicare Tax

An additional 3.8% tax is imposed on a portion or all of the net investment income of certain individuals with a modified adjusted gross income of over U.S.\$200,000 (or U.S.\$250,000 in the case of joint filers or U.S.\$125,000 in the case of married individuals filing separately) and on the undistributed net investment income of certain estates and trusts. For these purposes, "net investment income" generally includes interest, dividends, annuities, royalties, rents,

net gain attributable to the disposition of property not held in a trade or business, and certain other income reduced by any deductions properly allocable to such income or net gain. U.S. Holders are urged to consult their tax advisors regarding the applicability of this tax to their income and gains in respect of their investment.

THE UNITED STATES FEDERAL INCOME TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE UNITED STATES FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE TENDER OF NOTES PURSUANT TO THE OFFER.

DEALER MANAGER, INFORMATION AGENT AND TENDER AGENT

HSBC Securities (USA) Inc. has been retained to act as the Dealer Manager for the Offer. In its capacity as such, the Dealer Manager 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 Manager may be tendering Notes in connection with this Offer.

The Dealer Manager and its affiliates have provided, and may continue to provide, from time to time, investment banking, commercial banking, advisory and other services to us, for customary fees and expenses in the ordinary course of business.

At any given time, the Dealer Manager or its affiliates may trade the Notes and other of our securities for their own accounts, or for the accounts of their customers, and, accordingly, may hold a long or short position in the Notes or such securities. The Dealer Manager is not obligated to make a market in the Notes.

We have agreed to pay the Dealer Manager certain fees and reimburse the Dealer Manager for certain expenses incurred in connection with the Offer, including its reasonable out-of-pocket expenses. We have agreed to indemnify the Dealer Manager and its affiliates for certain liabilities under U.S. federal or state law or otherwise caused by, relating to or arising out of, the Offer.

D.F. King & Co., Inc. has been appointed the Information Agent with respect to the Offer. We will pay the Information Agent customary fees for its services and reimburse the Information Agent for its reasonable out-of-pocket expenses in connection therewith. We have also agreed to indemnify the Information Agent for certain liabilities. Requests for additional copies of documentation may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase.

D.F. King & Co., Inc. has also been appointed the Tender Agent with respect to the Offer. All deliveries and correspondence sent to the Tender Agent should be directed to the address set forth on the back cover of this Offer to Purchase. We will pay the Tender Agent customary fees for its services and reimburse the Tender Agent for its reasonable out-of-pocket expenses in connection therewith. We have also agreed to indemnify the Tender Agent for certain liabilities.

In connection with the Offer, directors and officers of the Bank and its affiliates may solicit tenders by use of the mails, personally or by telephone, facsimile, electronic communication or other similar methods. Members of the Board of the Bank will not be specifically compensated for these services. We will pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

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

MISCELLANEOUS

The Offer is not being made to (nor will tenders of Notes be accepted from or on behalf of) Holders in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the laws of such jurisdiction. We are not aware of any relevant jurisdiction where the making of the Offer is not in compliance with the laws of such relevant jurisdiction. If we become aware of any relevant jurisdiction where the making of either the Offer would not be in compliance with such laws, we will make a good faith effort to comply with any such laws or may seek to have such laws declared inapplicable to such Offer. If, after such good faith effort, we cannot comply with any such applicable laws, such Offer will not be made to the Holders of Notes residing in each such jurisdiction. However, we, in our sole discretion, may take such action as we may deem necessary to make or extend the Offer in any such jurisdiction.

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

Banco Mercantil do Brasil S.A.

OFFER TO PURCHASE

In order to tender Notes a Holder should submit an electronic tender instruction through DTC.

The Tender Agent and Information Agent for the Offer is:

D.F. King & Co., Inc.

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

Banks and Brokers call: +1 (212) 269-5550
All others call toll free (U.S. only): +1 (800) 398-1247
Email: mercantil@dfking.com

By Facsimile Transmission:
(for Eligible Institutions only)
+1 (212) 709-3328
For Confirmation: +1 (212) 493-6940

Any questions or requests for assistance or for additional copies of the Offer to Purchase may be directed to the Information Agent at one of its telephone numbers above. A Holder (or a beneficial owner that is not a Holder) may also contact the Dealer Manager at its telephone number set forth below or its broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Dealer Manager for the Offer is:

HSBC Securities (USA) Inc.

452 Fifth Avenue
New York, New York 10018
Attn: Global Liability
Management Group
Toll Free: +1 (888) HSBC-4LM
Collect: +1 (212) 525-5552

The Offer to Purchase and the Letter of Transmittal shall be available online at www.dfking.com/bancomercantil until the consummation or termination of the Offer.