

# OFFER TO PURCHASE



Orbia Advance Corporation, S.A.B. de C.V.

Offer to Purchase for Cash Any and All of the Outstanding  
**U.S.\$500,000,000 Aggregate Principal Amount of 4.000% Senior Notes due 2027**  
(CUSIP Nos. 59284BAF5/P57908AG3)

The Tender Offer (as defined below) deadline for Holders of Notes (as defined below) to validly tender Notes will expire at 5:00 p.m., New York City time, on May 28, 2025, unless extended, terminated early or withdrawn (such date and time, as the same may be extended, the “Expiration Time”). Holders of Notes (as defined below) must validly tender and not validly withdraw their Notes or deliver a properly completed and duly executed Notice of Guaranteed Delivery (as defined below) pursuant to the Tender Offer, at or prior to the Expiration Time to be eligible to receive the Consideration, plus Accrued Interest (each as defined below). Notes tendered may be withdrawn at any time prior to the Withdrawal Deadline (as defined below) unless otherwise required by applicable law. The Tender Offer is being made 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 notice of guaranteed delivery (as it may be amended or supplemented, the “Notice of Guaranteed Delivery”). There are no letters of transmittal in connection with the Tender Offer.

Orbia Advance Corporation, S.A.B. de C.V., a *sociedad anónima bursátil de capital variable*, organized under the laws of the United Mexican States (“Orbia,” “the Company” or “we”), hereby offers to purchase for cash any and all of the outstanding 4.000% Senior Notes due 2027 issued by Orbia (the “Notes”) (the “Tender Offer”) upon the terms and subject to the conditions set forth in this Offer to Purchase, for a purchase price for the Notes equal to the Consideration plus Accrued Interest (each as defined below). The Notes are fully, unconditionally and irrevocably guaranteed by (i) Mexichem Brasil Industria de Transformação Plástica Ltda.; (ii) Mexichem Derivados, S.A. de C.V.; (iii) Mexichem Resinas Vinílicas, S.A. de C.V.; (iv) Mexichem Flúor, S.A. de C.V.; (v) Mexichem Resinas Colombia, S.A.S. (vi) Mexichem Soluciones Integrales, S.A. de C.V.; (vii) Mexichem Compuestos, S.A. de C.V.; (viii) Mexichem UK Limited.; (ix) Mexichem Fluor, Inc.; (x) Mexichem Ecuador, S.A.; and (xi) Mexichem Flúor Comercial, S.A. de C.V. (the “Guarantors”). The Tender Offer may be amended, extended, terminated or withdrawn at any time prior to the Expiration Time and for any reason, including if any of the conditions specified herein of the Tender Offer is not satisfied or waived by the Expiration Time, subject to compliance with applicable law. Our obligation to purchase Notes pursuant to the Tender Offer is subject to the satisfaction or waiver of certain conditions described in this Offer to Purchase. These conditions are described in more detail in this Offer to Purchase under “Conditions of the Tender Offer.”

Notes	CUSIP and ISIN Number(s)	Principal Amount Outstanding	Consideration per U.S.\$1,000 Outstanding Principal Amount*
4.000% Senior Notes due 2027	CUSIP: 59284BAF5/P57908AG3 ISIN: US59284BAF58/USP57908AG32	U.S.\$500,000,000	U.S.\$1,000

\* The Consideration for the Notes will be paid together with Accrued Interest from the last interest payment date for the Notes up to, but not including, the Settlement Date (as defined below).

*The Dealer Manager for the Tender Offer is:*

**J.P. Morgan**

The date of this Offer to Purchase is May 21, 2025

The “Consideration” offered per \$1,000.00 principal amount of Notes validly tendered and accepted for purchase pursuant to the Tender Offer shall be the amount as set forth in the table on the front cover of this Offer to Purchase.

Holders of any Notes that are validly tendered prior to or at the Expiration Time and that are accepted for purchase will receive the Consideration. The Consideration for the Notes will be paid by the Company together with any applicable accrued and unpaid interest (“Accrued Interest”) from and including the last interest payment date for the Notes up to, but not including, the Settlement Date (as defined in this Offer to Purchase). Additionally, subject to the exceptions in the terms of the Notes, the Company will pay additional interest such that the Consideration and the Accrued Interest received by Holders after withholding tax, if any, will be equal to the amount that would have been due had there been no withholding tax. Therefore, any reference herein to Consideration or Accrued Interest shall be deemed to include reference to additional interest.

Tenders of Notes may be validly withdrawn at any time at or prior to 5:00 p.m., New York City time, on May 28, 2025 (such date and time, as it may be extended with respect to the Tender Offer, the “Withdrawal Deadline”), but not thereafter. In the event of a termination of the Tender Offer, no Consideration or Accrued Interest will be paid or become payable with respect to the Notes, and the Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

Unless the context indicates otherwise, all references to a valid tender of Notes in this Offer to Purchase shall mean that (i) such Notes have either been validly tendered at or prior to the Expiration Time, and such tender or delivery has not been validly withdrawn at or prior to the Withdrawal Deadline, or (ii) a Notice of Guaranteed Delivery in respect of such Notes has been validly delivered at or prior to the Expiration Time and such Notes have been tendered at or prior to 5:00 p.m., New York City time, on May 30, 2025, the second business day after the Expiration Time (the “Guaranteed Delivery Date”).

Upon the terms and subject to the conditions set forth in this Offer to Purchase (including if the Tender Offer is extended or amended, the terms and conditions of any such extension or amendment), we will accept for purchase, and for payment, Notes validly tendered to the Tender and Information Agent (as defined below) and not validly withdrawn at or prior to the Expiration Time, upon satisfaction or waiver of the conditions to the Tender Offer specified under “Conditions of the Tender Offer.”

The Tender Offer will expire at 5:00 p.m., New York City time, on May 28, 2025, or any other date and time to which Orbia extends the Tender Offer (such date and time, as it may be extended with respect to the Tender Offer, the “Expiration Time”). Payment for all the Notes that are validly tendered and not validly withdrawn at any time prior to the Expiration Time and that are accepted for purchase will be made on the date referred to as the Settlement Date. The Settlement Date will be promptly following the Expiration Time. It is anticipated that the Settlement Date will be on or around June 2, 2025, the third business day after the Expiration Time and the first business day after the Guaranteed Delivery Date.

Holders must tender their Notes in accordance with the procedures set forth under “Procedures for Tendering Notes.”

A Holder who wishes to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available, may tender such Notes by following the procedures for guaranteed delivery set forth below under “Procedures for Tendering Notes—Guaranteed Delivery,” including physical delivery of the Notice of Guaranteed Delivery to the Tender and Information Agent.

Notwithstanding any other provision in this Offer to Purchase, our obligation to accept for purchase, and for payment, Notes which are validly tendered (and not validly withdrawn) pursuant to a Tender Offer, is subject to and conditioned upon the satisfaction or waiver of the General Conditions (as defined below) at or prior to the Settlement Date.

We reserve the right to (i) waive any and all conditions to the Tender Offer with respect to the Notes, (ii) amend the terms and conditions of, extend or terminate the Tender Offer at any time, (iii) modify the Consideration with respect to the Notes, (iv) terminate the Tender Offer for any reason prior to the Expiration Date and not accept for payment any Notes not theretofore accepted for payment pursuant to the Tender Offer, or (v) otherwise amend the terms of the Tender Offer with respect to the Notes in any respect, in each case, in accordance with the terms set

forth in this Offer to Purchase. The foregoing rights are in addition to the right to delay acceptance for payment of Notes validly tendered pursuant to the Tender Offer or the payment of Notes accepted for payment pursuant to the Tender Offer in order to comply with any applicable law, subject to Rule 14e-1(c) under the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), which requires that the consideration offered be paid or the Notes deposited be returned by or on behalf of the Holders thereof promptly after the termination or withdrawal of the Tender Offer, as applicable.

We have retained J.P. Morgan Securities LLC to act as dealer manager the (“Dealer Manager”) in connection with the Tender Offer. D.F. King & Co., Inc. has been appointed as tender and information agent (the “Tender and Information Agent”) in connection with the Tender Offer.

**None of Orbia, the Guarantors, the Tender and Information Agent, the Dealer Manager, Deutsche Bank Trust Company Americas, as trustee (the “Trustee”) or any affiliate of any of them makes any recommendation as to whether or not holders of Notes (each a “Holder” and, collectively, “Holders”) should tender Notes pursuant to the Tender Offer. Each Holder must decide whether to tender Notes and, if tendering, the amount of Notes to tender. Holders are urged to review carefully all information contained or incorporated by reference in this Offer to Purchase.**

Holders of Notes should take note of the following times and dates in connection with the Tender Offer. We may extend the Expiration Time with respect to the Tender Offer, in which case the relevant date(s) (including without limitation the Settlement Date) as set out below may be modified accordingly. The Tender Offer may be amended, extended, terminated or withdrawn at any time prior to the Expiration Time and for any reason, including if any of the conditions specified herein of the Tender Offer are not satisfied or waived at or prior to the Settlement Date, subject to compliance with applicable law.

Date	Calendar Date	Event
Launch Date .....	May 21, 2025.	Commencement of the Tender Offer.
Withdrawal Deadline.....	5:00 p.m., New York City time, on May 28, 2025.	The deadline for Holders of Notes to validly withdraw their validly tendered Notes. A valid withdrawal of Notes on or prior to the Withdrawal Deadline will result in the Holder not being eligible to receive the Consideration.
Expiration Time.....	5:00 p.m., New York City time, on May 28, 2025, unless extended or terminated by us in our sole discretion.	The deadline for Holders of Notes to tender Notes or deliver a properly completed and duly executed Notice of Guaranteed Delivery pursuant to the Tender Offer to be eligible to receive the Consideration for such Notes.
Guaranteed Delivery Date .....	5:00 p.m., New York City time, on May 30, 2025, the second business day after the Expiration Time, unless extended.	The deadline for Holders to validly tender Notes, if any, pursuant to the guaranteed delivery procedures described in this Offer to Purchase, if a Notice of Guaranteed Delivery has been delivered on or before the Expiration Time.
Settlement Date .....	We expect that the Settlement Date will be on or about June 2, 2025, the third business day after the Expiration Time and the first business day after the Guaranteed Delivery Date, unless extended by us in our sole discretion.	The day by which we deposit, or cause to be deposited, with DTC the monies necessary to pay for any Notes that were validly tendered at or prior to the Expiration Time that we accept for purchase.

The above dates and times relating to the Tender Offer are indicative only and are subject to change. See “Expiration; Extension; Amendment; Termination.”

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

## IMPORTANT INFORMATION

### General

Any Holder desiring to tender Notes pursuant to the Tender Offer should request its broker, dealer, commercial bank, trust company or other nominee to effect the transaction for such Holder. Beneficial owners whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to tender Notes so registered. In order to effect the tender of Notes, any such broker, dealer, commercial bank, trust company or other nominee must follow the procedures set forth below under the caption “Procedures for Tendering Notes.”

Our obligation to purchase Notes pursuant to the Tender Offer is subject to the satisfaction or waiver of certain conditions described in this Offer to Purchase. See “Conditions of the Tender Offer.” In the event of a termination of the Tender Offer, no Consideration or Accrued Interest will be paid or become payable with respect to the Notes, and the Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

DTC has authorized participants that hold Notes on behalf of beneficial owners of Notes through DTC to tender their Notes as if they were Holders. To effect a tender, DTC participants should transmit their acceptance to DTC through the DTC Automated Tender Offer Program (“ATOP”), for which the transaction will be eligible, and follow the procedure for book-entry transfer set forth in “Procedures for Tendering Notes.” A beneficial owner of Notes that are held of record by a broker, dealer, commercial bank, trust company or other nominee must instruct such nominee to tender the Notes on the beneficial owner’s behalf. See “Procedures for Tendering Notes.”

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

Requests for additional copies of this Offer to Purchase or the Notice of Guaranteed Delivery and requests for assistance relating to the procedure for tendering Notes may be directed to the Tender and Information Agent at the address and telephone numbers on the back cover page of this Offer to Purchase. Requests for assistance relating to the terms and conditions of the Tender Offer may be directed to the Dealer Manager at the address and telephone number on the back cover page of this Offer to Purchase. Beneficial owners may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance regarding the Tender Offer.

**This Offer to Purchase and the Notice of Guaranteed Delivery contain important information which should be read carefully and in its entirety before any decision is made with respect to the Tender Offer.**

**This Offer to Purchase and the Notice of Guaranteed Delivery do not constitute an offer to purchase Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer or solicitation under applicable securities or blue sky laws. The delivery of this Offer to Purchase and the Notice of Guaranteed Delivery shall not under any circumstances create any implication that the information contained herein and therein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein and therein or in the affairs of Orbia or any of its affiliates since the date hereof.**

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

**This Offer to Purchase and the Notice of Guaranteed Delivery do 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 a separate offering document and any such offering will not be registered with the U.S. Securities and Exchange Commission (the “SEC”).**

**Neither this Offer to Purchase, the Notice of Guaranteed Delivery nor any of the other documents relating to the Tender Offer have been filed with or reviewed by the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*), the SEC or 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 Tender Offer. Any representation to the contrary is unlawful and may be a criminal offense. The Tender Offer may only be made to investors in Mexico that qualify as institutional or accredited investors under applicable Mexican law.**

**Mexican investors are advised to consult their advisors in respect of the tax consequences arising from their participation in the Offer and in connection with whether they are entitled to participate in the Tender Offer.**

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## SUMMARY

*The following summary is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere or incorporated by reference in this Offer to Purchase. Each of the capitalized terms used in this summary and not defined herein has the meaning set forth elsewhere in this Offer to Purchase.*

Issuer .....	Orbia Advance Corporation, S.A.B. de C.V.
Guarantors .....	(i) Mexichem Brasil Industria de Transformação Plastica Ltda.; (ii) Mexichem Derivados, S.A. de C.V.; (iii) Mexichem Resinas Vinílicas, S.A. de C.V.; (iv) Mexichem Flúor, S.A. de C.V.; (v) Mexichem Resinas Colombia, S.A.S. (vi) Mexichem Soluciones Integrales, S.A. de C.V.; (vii) Mexichem Compuestos, S.A. de C.V.; (viii) Mexichem UK Limited.; (ix) Mexichem Fluor, Inc.; (x) Mexichem Ecuador, S.A.; and (xi) Mexichem Flúor Comercial, S.A. de C.V.
The Notes .....	4.000% Senior Notes due 2027 issued by Orbia, of which U.S.\$500,000,000 in aggregate principal amount is outstanding as of the date hereof.
The Tender Offer .....	We are offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and the Notice of Guaranteed Delivery, any and all of the outstanding Notes at the Consideration per U.S.\$1,000.00 principal amount.
Consideration for the Notes .....	U.S.\$1,000 per U.S.\$1,000 principal amount of Notes accepted for purchase. In addition, Holders whose Notes are accepted for purchase will receive Accrued Interest on the Notes from and including the last interest payment date for the Notes up to, but not including, the Settlement Date.
Accrued Interest .....	The Consideration for the Notes will be paid together with any accrued and unpaid interest from and including the last interest payment date for the Notes up to, but not including, the Settlement Date.
Additional Interest .....	The Company will pay additional interest such that the Consideration and Accrued Interest received by Holders after withholding tax, if any, will be equal to the amount that would have been due had there been no withholding tax, subject to the same exceptions as provided in the indenture governing the Notes.
Withdrawal Deadline .....	5:00 p.m., New York City time, on May 28, 2025.
Expiration Time .....	5:00 p.m., New York City time, on May 28, 2025, unless extended by us in our sole discretion. See “Conditions of the Tender Offer.”
Purpose of the Tender Offer .....	The principal purpose of the Tender Offer is to acquire outstanding Notes. Notes purchased in the Tender Offer will be retired and cancelled.
Source of Funds .....	We intend to fund the Tender Offer with cash on hand.



Effect of Tender Offer on Unpurchased Notes.....	If the Tender Offer is consummated, the aggregate principal amount of Notes that remains outstanding is expected to be significantly reduced, which in turn may adversely affect the liquidity of the Notes that remain outstanding after the consummation of the Tender Offer, if any.
Guaranteed Delivery Date .....	If a Holder desires to tender Notes in the Offer and the procedures for book-entry transfer cannot be completed on a timely basis before the Expiration Time, the tender may still be effected if a Notice of Guaranteed Delivery has been validly delivered on or before the Expiration Time and if all of the guaranteed delivery procedures are followed as set forth in “The Offer—Procedures for Tendering Notes—Guaranteed Delivery”.
Settlement Date .....	The Settlement Date in respect of the Notes that are validly tendered and not validly withdrawn at or prior to the Expiration Time, and accepted for payment is expected to be on or about June 2, 2025, the third business day after the Expiration Time and the first business day after the Guaranteed Delivery Date, unless extended by us in our sole discretion.
Acceptance of Tendered Notes.....	Upon the terms of the Tender Offer and upon satisfaction or waiver of the conditions to the Tender Offer specified herein under “Conditions of the Tender Offer,” we will accept for purchase any and all Notes validly tendered and not validly withdrawn.
Payment for Tendered Notes .....	Only Holders who validly tender Notes and do not validly withdraw such tenders at or prior to the Expiration Time will be eligible to receive the Consideration. Payment of the Consideration, together with Accrued Interest, for Notes validly tendered and accepted for purchase will be made by deposit of such amounts with DTC who will act as agent for the tendering Holders for the purpose of receiving such payments and transmitting such payments to the tendering Holders. Such payments with respect to the Notes are expected to be made on the Settlement Date. See “Acceptance of Notes for Purchase; Payment for Notes; Payment of Consideration.”
Conditions of the Tender Offer .....	<p>We reserve the right to waive any of the conditions to the Tender Offer with respect to the Notes to pay, or cause to pay, for the Notes validly tendered at or prior to the Expiration Time and to keep the Tender Offer open or extend the Expiration Time.</p> <p>Notwithstanding any other provision in this Offer to Purchase, our obligation to accept for purchase, and for payment, Notes which are validly tendered and not validly withdrawn pursuant to the Tender Offer is subject to and conditioned upon the satisfaction of the General Conditions (as defined below) at or prior to the Settlement Date. We may, in our sole discretion,</p>

	waive any of the conditions to the Tender Offer, in whole or in part, at any time. See “Conditions of the Tender Offer.” Our obligation to purchase Notes pursuant to the Tender Offer is subject to the satisfaction or waiver of certain conditions. These conditions are described in more detail in this Offer to Purchase under “Tender Offer Conditions of the Tender Offer.”
Extensions; Amendments; Termination; Announcements .....	The Tender Offer may be amended, extended, terminated or withdrawn at any time prior to the Expiration Time and for any reason, including if any of the conditions specified herein of the Tender Offer are not satisfied or waived at or prior to the Settlement Date, subject to compliance with applicable law.
How to Tender Notes.....	See “Procedures for Tendering Notes.” For further information, call the Tender and Information Agent or the Dealer Manager or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.  <b>See “Representations, Warranties and Agreements by Tendering Holders” for a discussion of the items that all Holders who tender Notes in the Tender Offer will be deemed to have represented, warranted and agreed.</b>
Withdrawal Rights.....	Tenders of Notes may be validly withdrawn at any time at or prior to the Withdrawal Deadline by following the procedures described herein. See “Withdrawal of Tenders.”
Certain Tax Considerations .....	For a discussion of certain tax considerations of the Tender Offer applicable to beneficial owners of Notes, see “Certain Tax Considerations.”
Dealer Manager .....	J.P. Morgan Securities LLC is serving as the Dealer Manager in connection with the Tender Offer. The contact information for the Dealer Manager appears on the back cover of this Offer to Purchase.
Tender and Information Agent .....	D.F. King & Co., Inc. is serving as the Tender and Information Agent in connection with the Tender Offer. Requests for additional copies of this Offer to Purchase, the Notice of Guaranteed Delivery and any other required documents should be directed to the Tender and Information Agent. The contact information for the Tender and Information Agent appears on the back cover of this Offer to Purchase.

## AVAILABLE INFORMATION

Orbia is subject to the information and periodic reporting requirements applicable to companies registered with the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*, or “CNBV”) and listed on the Mexican Stock Exchange (*Bolsa Mexicana de Valores, S.A.B. de C.V.*, or “BMV”). Additional information about Orbia, including quarterly and annual reports, is available on Orbia’s website at [www.orbia.com](http://www.orbia.com) and on the BMV’s website at [www.bmv.com.mx](http://www.bmv.com.mx).

The information contained on any website mentioned in this Offer to Purchase or any website directly or indirectly linked to these websites (including, for the avoidance of doubt, our website), is not part of, and is not incorporated by reference in, this Offer to Purchase and you should not rely on such information.

## ENFORCEMENT OF JUDGMENTS

The Company is incorporated under the laws of Mexico. In addition, most of the directors, executive officers and controlling persons of the Company are non-residents of the United States and a majority of our assets and their 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 upon such persons or to enforce against them or us judgments of courts located outside Mexico predicated on civil liabilities under the laws of jurisdictions other than Mexico, including judgments of United States courts based upon the civil liability provisions of United States federal securities laws or other laws of the United States.

We have been advised by our Mexican counsel, White & Case, S.C., that there is doubt as to the enforceability, in original actions in Mexican courts, of liabilities based solely on United States federal securities laws and as to the enforceability in Mexican courts of judgments of United States courts obtained in actions based upon the civil liability provisions of United States federal securities laws. We have been advised by such Mexican counsel that no bilateral treaty is currently in effect between the United States and Mexico that covers the reciprocal enforcement of civil foreign judgments. In the past, Mexican courts have enforced judgments rendered in the United States by virtue of the legal principles of reciprocity and comity, consisting of the review in Mexico of the United States judgment, in order to ascertain, among other matters, whether Mexican legal principles of due process and public policy (*orden público*) have been complied with, without reviewing the merits of the subject matter of the case.

A judgment rendered in United States courts may not be recognized in Mexican courts if, among other things:

- the U.S. court or judge did not have jurisdiction over the subject matter of the case in accordance with accepted principles of international law that are compatible with or analogous to Mexican laws or the subject matter is within the exclusive jurisdiction of Mexican courts;
- the judgment was rendered under a system which does not provide procedures compatible with Mexican due process requirements;
- enforcement of the judgment would be contrary to Mexican law, public policy of Mexico, international treaties or agreements binding upon Mexico or generally accepted principles of international law;
- service of process was not made personally on the party or on its process agent;
- the judgment is not final in the rendering state or not obtained in compliance with legal requirements of the jurisdiction of the court rendering such judgment or not in compliance with the terms of the Notes, as applicable;
- the judgment is not strictly for the payment of a certain sum of money, based on an in persona action (*acción personal*) as opposed to an in rem action (*acción real*);
- the cause of action in respect of which such judgment is rendered is the subject matter of a lawsuit among the same parties, pending before a Mexican court;
- the judgment conflicts with another final judgment;
- the court of the rendering state would not enforce Mexican judgments as a matter of reciprocity; or the judgment does not fulfill all necessary legal requirements to be considered valid.

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Offer to Purchase contains statements that constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Many of the forward-looking statements contained, or incorporated by reference, in this Offer to Purchase can be identified by the use of forward-looking words such as “anticipate,” “believe,” “could,” “expect,” “should,” “plan,” “intend,” “estimate” and “potential,” among others.

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. 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. Our estimates and forward-looking statements may be influenced by the following factors, among others:

- risks and hazards associated with the mining business and all the businesses in which we participate;
- the availability of, and important price variations that may affect the cost of, raw material and electricity;
- the expected cost and timing of the planned expansion and upgrade of our plants and our current and projected estimated capital expenditures;
- our plans regarding new products and services and estimated increases in our sales, Orbia EBITDA and return on equity;
- growth trends and projected sales of competitors in our industry;
- general economic, political, social and business conditions in Mexico, Latin America, North America and Europe, including changes in currency exchange and interest rates;
- trends in the chemical industry, including changes in capacity, industry price movements and costs;
- trends in the construction industry, particularly in North America, Latin America and Europe;
- changes in market prices, customer preferences, competitive conditions and general level of demand for our products;
- the loss of key executives or personnel;
- trade barriers and tariffs;
- our ability to successfully undertake or complete potential acquisitions or joint ventures and to integrate acquisitions that we have entered into or completed recently;
- the need to spend more on capital investments than anticipated, including investments arising from compliance with environmental laws;
- global or national health concerns, including the outbreak of pandemics or contagious diseases, and government measures to contain their spread and their impact on the global and Mexican economy, including our operations;
- extraordinary events affecting our operations and facilities, including unexpected equipment failures, strikes, emergency safety measures, military or terrorist attacks, and natural disasters;
- our ability to manage, implement and monitor billing and operational support systems;
- the performance of financial markets and our ability to service our debt, fund our working capital requirements and comply with financial covenants in certain of our debt instruments and to refinance our financial obligations; and
- other factors as set forth in “Risk Factors” in this Offer to Purchase.

Forward-looking statements speak only as of the date they are made, and neither Orbia, the Guarantors, the Tender and Information Agent, the Dealer Manager, the Trustee nor any affiliate of any of them undertakes any obligation to update them in light of new information or future developments or to release publicly any revisions to these statements in order to reflect later events or circumstances or to reflect the occurrence of unanticipated events. Estimates and forward-looking statements involve risks and uncertainties and are not guarantees of future performance. Our future results may differ materially from those expressed in these estimates and forward-looking statements. In light of the risks and uncertainties described above, the estimates and forward-looking statements discussed in this Offer to Purchase might not occur and our future results and our performance may differ materially from those expressed in these forward-looking statements due to the factors mentioned above, among others. Because of these uncertainties, you should not make any investment decision based on these estimates and forward-looking statements. These cautionary statements should be considered in connection with any written or oral forward-looking statements that we may issue in the future.

## **INFORMATION ABOUT THE COMPANY**

We are a leading provider of products and solutions in multiple sectors, including construction, infrastructure, agriculture, health, transportation, telecommunications, energy and chemicals. We are one of the world's largest plastic pipes and fittings suppliers and one of the largest chemical and petrochemical companies in Latin America.

Our executive offices are located at Paseo de la Reforma 483, Piso 47, Colonia Cuauhtémoc, 06500, Ciudad de México, México. Our website is [www.orbia.com](http://www.orbia.com). The information on our website is not incorporated by reference into this Offer to Purchase.

## **RISK FACTORS**

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

### ***Potential Effect on Market for Notes Not Accepted for Purchase.***

To the extent that Notes are tendered and accepted in the Tender Offer, the trading market for the Notes remaining outstanding may become more limited. A bid for a debt security with a smaller outstanding aggregate principal amount available for trading (a smaller “float”) may be lower than a bid for a comparable debt security with a greater float. Therefore, the market price for Notes not purchased may be affected adversely to the extent that the amount of Notes purchased pursuant to the Tender Offer reduces the float for the Notes. The reduced float may also tend to make the trading price more volatile. Holders of unpurchased Notes may attempt to obtain quotations for the Notes from their brokers; however, there can be no assurance that an active trading market will exist for the Notes following the Tender Offer. The extent of the impact on the public market for the Notes following consummation of the Tender Offer would depend upon, among other things, the number of Holders remaining and the outstanding aggregate principal amount of Notes at such time and the interest in maintaining a market in the Notes on the part of securities firms and other factors. None of Orbia, the Dealer Manager, the Tender Agent or the Information Agent has any duty to make, or expects to make, a market in any remaining Notes.

### ***Redemption or Repurchase of Notes.***

We reserve the right, in our sole discretion, either directly or through an affiliate, from time to time to purchase any of the Notes that remain outstanding through open market purchases, privately negotiated transactions, redemptions, one or more additional tender or exchange offers, defeasance or otherwise, upon such terms and at such prices as we may determine (or as may be provided for in the indenture governing the Notes), which may be more or less than the price to be paid pursuant to the Tender Offer and may involve cash or other consideration. There can be no assurance as to which, if any, of these alternatives or combinations thereof we or our affiliates may choose to pursue in the future. Additionally, we currently do not intend (and we are not obligated), but reserve the right, in our sole discretion, to redeem any of the Notes that remain outstanding following the consummation of the Tender Offer. Nothing in this Offer to Purchase shall constitute a notice of redemption or an obligation to issue a notice of redemption for the Notes. Any such notice of redemption will be made only pursuant to and in accordance with the indenture for the Notes.

### ***Conditions to the Consummation of the Tender Offer.***

Our obligation to purchase Notes pursuant to the Tender 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 of the Tender Offer.” We cannot assure you that such conditions will be satisfied or waived, or that the Tender Offer will be consummated, or that any failure to consummate the Tender Offer will not have a negative effect on the market price and liquidity of the Notes.

### ***The Consideration to be received in the Tender Offer does not reflect any valuation of the Notes.***

Neither our board of directors nor our management has made any determination that any Consideration to be received in connection with the Tender Offer represents a fair valuation of any of the Notes. We have not obtained a fairness opinion from any financial adviser or other person about the fairness to us or to you of the Consideration.

### ***Responsibility to Consult Advisers.***

Each Holder is solely responsible for making its own independent appraisal of all matters as such Holder deems appropriate (including those relating to the Tender Offer, the Company, the Guarantors and their affiliates) and each Holder must make its own decision as to whether or not to tender its Notes.

None of the Company, the Guarantors, the Dealer Manager, the Tender and Information Agent, the Trustee or their respective affiliates makes any recommendation to you as to whether or not you should tender your Notes pursuant to the Tender Offer. Holders must make their own decisions with regard to tendering Notes, and no one has been authorized by any of the Company, the Guarantors, the Dealer Manager, the Tender and Information Agent, the Trustee or any of their respective affiliates to make such a recommendation.



Holders should consult their own tax, accounting, financial and legal advisers regarding the suitability to themselves of the tax or accounting consequences of participating in the Tender Offer. None of the Company, the Guarantors, their respective board of directors, the Dealer Manager, the Tender and Information Agent, the Trustee or any of their respective affiliates has made or will make any assessment of the merits of the Offer to Purchase and the related documents or of the impact of the Tender 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 any of the Company, the Guarantors, their respective board of directors, the Dealer Manager, the Tender and Information Agent, the Trustee or any of their respective affiliates with respect to taxes arising in connection with the Tender Offer.

See “Certain Tax Considerations” for a discussion of certain tax matters that should be considered in evaluating the Tender Offer.

***Responsibility for complying with the procedures of the Tender Offer.***

Holders of Notes are responsible for complying with all of the procedures for tendering the Notes for purchase. If the instructions are not strictly complied with, the Agent’s Message may be rejected at Orbia’s sole discretion. None of Orbia, the Dealer Manager, the Guarantors, the Trustee, the Tender Agent or the Information Agent assumes any responsibility for informing any Holder of Notes of irregularities with respect to such Holder’s participation in the Tender Offer or in respect of instructions to, or existing arrangement with, any custodian acting for Holders.

## **PRINCIPAL TERMS OF THE TENDER OFFER**

### **General**

We are offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, any and all of the outstanding Notes issued by Orbia, of which U.S.\$500,000,000 in aggregate principal amount is outstanding as of the date hereof.

The “Consideration” offered per \$1,000.00 principal amount of Notes validly tendered and accepted for purchase pursuant to the Tender Offer shall be the amount as set forth in the table on the front cover of this Offer to Purchase.

The Consideration for the Notes will be paid together with the Accrued Interest from and including the last interest payment date for the Notes up to, but not including, the Settlement Date.

### **Source of Funds**

Orbia expects to fund the Tender Offer with cash on hand.

Payment for Notes validly tendered and accepted for purchase will be made by our deposit of immediately available funds with DTC, which will act as agent for the tendering Holders for the purpose of receiving payments from us and transmitting such payments to Holders.

## CONDITIONS OF THE TENDER OFFER

### General Conditions

Notwithstanding any other provision in this Offer to Purchase, we will not be obligated to accept for purchase, and pay for or cause to be paid for, any Notes which are validly tendered (and not validly withdrawn) pursuant to a Tender Offer if any of the following General Conditions shall not have been satisfied or waived at or prior to the Settlement Date.

For purposes of the foregoing provisions, with respect to the Tender Offer, all of the “General Conditions” shall be deemed to have been satisfied on the Settlement Date, unless any event, development or circumstance described in the following conditions shall have occurred on or after the date of this Offer to Purchase and at or prior to the Settlement Date:

- (1) no action or event shall have occurred or been threatened, no action shall have been taken, and no statute, rule, regulation, judgment, order, stay, decree or injunction shall have been promulgated, enacted, entered, enforced or deemed to be applicable to the Tender Offer by or before any court or governmental regulatory or administrative agency, authority or tribunal, including, without limitation, taxing authorities, that either:
  - (a) challenges the making of the Tender Offer or might, directly or indirectly, prohibit, prevent, restrict or delay consummation of, or might otherwise adversely affect in any material manner, the Tender Offer; or
  - (b) in our reasonable judgment, could materially adversely affect our business, condition (financial or otherwise), income, operations, properties, assets, liabilities or prospects or materially impair the contemplated benefits to us of the Tender Offer or the delivery of any cash amounts;
- (2) nothing has occurred or may occur that would or might, in our reasonable judgment, prohibit, prevent or delay the Tender Offer or impair our ability to realize the anticipated benefits of the Tender Offer;
- (3) there shall not have occurred (a) any general suspension of, or limitation on, trading in securities on the New York Stock Exchange, the BMV 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 Mexico, (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 Mexico, (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 Orbia, might affect the extension of credit by banks or other lending institutions, (f) a material change in United States or Mexican 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 Mexico or, (h) in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof; and
- (4) the Trustee with respect to the indenture governing the Notes shall not have objected in any respect to, or taken any action that could, in our reasonable judgment, adversely affect the consummation of the Tender Offer, nor shall the Trustee have taken any action that challenges the validity or effectiveness of the procedures used by us in making the Tender Offer or the delivery of any cash amounts.

The foregoing conditions are for our sole benefit and may be waived by us, in whole or in part, in our absolute discretion with respect to the Tender Offer. Orbia has not made a decision as to what circumstances would lead it to waive any such condition, and any such waiver would depend on the circumstances prevailing at the time of such waiver. In addition, Orbia’s interpretation of the terms and conditions of the Tender Offer will be final and binding. Any determination by Orbia concerning the events described in this section shall be final and binding upon all the Holders.

Subject to applicable law, we may, with respect to the Tender Offer, at any time at or prior to the Expiration Date, regardless of whether any of the foregoing conditions are satisfied:

- terminate the Tender Offer in our sole discretion and promptly return all tendered Notes to the respective tendering Holders;
- modify, extend or otherwise amend the Tender Offer and retain all tendered Notes until the Expiration Time, as extended, subject, however, to the withdrawal rights of Holders; or
- waive the unsatisfied conditions with respect to the Tender Offer and accept all Notes tendered and not previously validly withdrawn.

#### **EXPIRATION; EXTENSION; AMENDMENT; TERMINATION**

The Tender Offer will expire at 5:00 p.m., New York City time, on May 28, 2025, unless extended, terminated early or withdrawn (such date and time, as the same may be extended, the “Expiration Time”).

The Tender Offer may be amended, extended, terminated or withdrawn at any time prior to the Expiration Time and for any reason, including if any of the conditions specified herein of the Tender Offer are not satisfied or waived at or prior to the Settlement Date, subject to compliance with applicable law.

We expressly reserve the right to extend the Tender Offer without extending withdrawal rights, for such period or periods as we may determine, in our sole discretion from time to time, by giving written or oral notice to the Tender and Information Agent and by making a public announcement by press release by 9:00 a.m., New York City time, on the date following the scheduled Expiration Time. During any extension of the Tender Offer, all Notes previously tendered will remain subject to the Tender Offer.

To the extent we are legally permitted to do so, we expressly reserve the absolute right to (i) waive any and all conditions to the Tender Offer with respect to the Notes, (ii) amend the terms and conditions of, extend or terminate the Tender Offer at any time, (iii) modify the Consideration with respect to the Notes, (iv) terminate the Tender Offer for any reason prior to the Expiration Date and not accept for payment any Notes not theretofore accepted for payment, or (v) otherwise amend the terms of the Tender Offer in any respect. Any amendment to a Tender Offer will apply to all Notes tendered, regardless of when or in what order such Notes were tendered. If we make a material change in the terms of the Tender Offer, we will disseminate additional materials or, if appropriate, issue a press release setting forth such changes, and we will extend the Tender Offer to the extent required by law.

We expressly reserve the right, in our sole discretion, to terminate the Tender Offer at any time with respect to the Notes, subject to applicable law. If we terminate the Tender Offer, we will give immediate notice to the Tender and Information Agent, and all Notes theretofore tendered pursuant to the Tender Offer will be returned promptly to the tendering Holders thereof. See “Withdrawal of Tenders” below and “Conditions of the Tender Offer” above.

## PROCEDURES FOR TENDERING NOTES

A defective tender of Notes (which defect is not waived by us or cured by the Holder) will not constitute a valid tender of Notes and will not entitle the Holder thereof to the Consideration. A defective tender of Notes that is waived by us or cured by the Holder within the relevant timeframes will constitute a valid tender of Notes and will entitle the Holder thereof to the Consideration.

All of the Notes are held in book-entry form and registered in the name of Cede & Co., as the nominee of DTC. Only Holders are authorized to tender their Notes. Therefore, to tender Notes in respect of Notes that are held through a broker, dealer, commercial bank, trust company or other nominee, a beneficial owner thereof must instruct such nominee to tender the Notes on such beneficial owner's behalf according to the procedure described below. See "Representations, Warranties and Agreements by Tendering Holders" for a discussion of the items that all Holders who tender Notes in the Tender Offer will be deemed to have represented, warranted and agreed.

*Procedures.* For a Holder to validly tender Notes pursuant to the Tender Offer, an Agent's Message (as defined below) and any other required documents, must be received by the Tender and Information Agent at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Time, as applicable.

In addition, to validly tender Notes prior to the Expiration Time, such Notes must be transferred pursuant to the procedures for book-entry transfer described below (and a confirmation of such transfer must be received by the Tender and Information Agent, including an Agent's Message). The term "Agent's Message" means a message, transmitted by DTC to, and received by the Tender and Information Agent and forming a part of the book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant, which acknowledgment states that such participant has received and agrees to be bound by the terms of the Tender Offer as set forth in this Offer to Purchase. Delivery of the Agent's Message by DTC will satisfy the terms of the Tender Offer in lieu of execution and delivery of a letter of transmittal by the participant identified in the Agent's Message. **There is no letter of transmittal in connection with the Tender Offer.**

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

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

The Notes should be sent only to the Tender and Information Agent, and not to Orbia, the Guarantors, the Dealer Manager, the Tender and Information Agent or the Trustee.

### **Book-Entry Transfer; Tender Through ATOP**

Promptly after the date of this Offer to Purchase, the Tender and Information Agent will establish one or more accounts with respect to the Notes at DTC for purposes of the Tender Offer. Any financial institution that is a participant in DTC may make book-entry tender of such Notes by causing DTC to transfer such Notes into the appropriate account of the Tender and Information Agent in accordance with DTC's procedure for such transfer. An Agent's Message and any other required documents must be transmitted to, and received by, the Tender and Information Agent at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Time in order for the Holder of such Notes to be eligible to receive the Consideration and the Accrued Interest. **Delivery of such documents to DTC does not constitute delivery to the Tender and Information Agent.**

Holders must execute their tender of Notes through DTC's ATOP system by transmitting their acceptance to DTC in accordance with DTC's ATOP procedures; DTC will then verify the acceptance, execute a book-entry delivery to the Tender and Information Agent's account(s) at DTC and send an Agent's Message to the Tender and Information Agent. Delivery of the Agent's Message by DTC will satisfy the terms of the Tender Offer by the participant identified in the Agent's Message.

### **Tender of Notes Held Through Clearstream or Euroclear**

Any Holder who holds Notes through Clearstream Banking S.A. ("Clearstream") or Euroclear Bank SA/NV ("Euroclear") must also comply with the applicable procedures of Clearstream or Euroclear, as applicable, in connection with a tender of Notes, and must submit their acceptance in sufficient time for such tenders to be made prior to the Expiration Time. Both Clearstream and Euroclear are indirect participants in the DTC system.

In order to submit Notes held through Clearstream or Euroclear for tender, Holders must arrange for a Direct Participant in Clearstream or Euroclear, as the case may be, to submit any tender. Holders should note that Clearstream and Euroclear may require that action be taken a day or more prior to the Expiration Time.

### **Guaranteed Delivery**

If a Holder desires to tender Notes pursuant to the Tender Offer and (1) such Holder's Notes are not immediately available or cannot be delivered to the Tender and Information Agent by the Expiration Time, (2) such Holder cannot comply with the procedure for book-entry transfer by the Expiration Time, or (3) such Holder cannot deliver the other required documents to the Tender and Information Agent by the Expiration Time, such Holder may effect a tender of Notes if all of the following are complied with:

- such tender is made by or through a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Exchange Act (each, an "Eligible Institution");
- prior to the Expiration Time, the Tender and Information Agent has received from such Eligible Institution, at the address of the Tender and Information Agent set forth on the back cover of this Offer to Purchase, a properly completed and duly executed Notice of Guaranteed Delivery (delivered by facsimile transmission, mail or hand) in substantially the form provided by us setting forth the name and address of the DTC participant tendering Notes on behalf of the Holder(s) and the principal amount of Notes being tendered, and representing that the Holder(s) own such Notes, and the tender is being made thereby and guaranteeing that, no later than the Guaranteed Delivery Date, a properly transmitted Agent's Message, together with confirmation of book-entry transfer thereof pursuant to the procedures set forth under the caption "—Procedures for Tendering Notes—Book-Entry Transfer," will be deposited by such Eligible Institution with the Tender and Information Agent; and
- a properly transmitted Agent's Message, together with confirmation of book-entry transfer of such Notes pursuant to the procedures set forth under the caption "—Procedures for Tendering Notes—Book-Entry Transfer," and all other required documents are received by the Tender and Information Agent no later than the Guaranteed Delivery Date.

The DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery Form to the depository. However, you will be bound by the terms of the Tender Offer.

The Eligible Institution that completes the Notice of Guaranteed Delivery must deliver a Notice of Guaranteed Delivery to the Tender and Information Agent or comply with ATOP's procedures. In each case, within the time period stated above. Failure to do so could result in a financial loss to such Eligible Institution.

**FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN THE CLOSE OF BUSINESS ON MAY 30, 2025, OR ON THE SECOND BUSINESS DAY AFTER THE SCHEDULED EXPIRATION TIME IF THE EXPIRATION TIME IS EXTENDED; PROVIDED THAT ACCRUED INTEREST WILL CEASE TO ACCRUE ON THE SETTLEMENT DATE FOR ALL NOTES ACCEPTED FOR PURCHASE PURSUANT TO THE TENDER OFFER, INCLUDING THOSE TENDERED PURSUANT TO THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE AND UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST OR ADDITIONAL CONSIDERATION BE PAID AFTER THE SETTLEMENT DATE BY REASON OF ANY DELAY ON THE PART OF THE GUARANTEED DELIVERY PROCEDURES.**

### **Other Matters**

Notwithstanding any other provision in this Offer to Purchase, payment of the Consideration plus Accrued Interest in exchange for Notes tendered and accepted for purchase pursuant to the Tender Offer will occur only after timely receipt by the Tender and Information Agent of the required documents as set forth above.

Tenders of Notes pursuant to the procedures described above, and acceptance thereof by us, will constitute a binding agreement between the tendering Holder and us upon the terms and subject to the Conditions of the Tender Offer as set forth in this Offer to Purchase.

The method of delivery of Notes and all other required documents is at the election and risk of the tendering Holder.

**Please note that if Notes are held by a custodian, the custodian may have an earlier deadline for tendering Notes pursuant to the Tender Offer than the Expiration Time.**

**All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders of Notes will be determined by us, in our sole discretion, the determination of which shall be final and binding.** We reserve the absolute right to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in our opinion, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular Notes or with respect to a properly completed and duly executed and delivered Notice of Guaranteed Delivery. Our interpretations of the terms and Conditions of the Tender Offer will be final and binding. Any defect or irregularity in connection with tenders of Notes or delivery of a Notice of Guaranteed Delivery must be cured within such time as we determine, unless waived by us. Tenders of Notes shall not be deemed to have been made until all defects and irregularities have been waived by us or cured. None of Orbia, the Guarantors, the Tender and Information Agent, the Dealer Manager, the Trustee or any affiliate of any of them or any other person will be under any duty to give notice of any defects or irregularities in tenders of Notes, nor will such parties incur any liability to Holders for failure to give any such notice.

## REPRESENTATIONS, WARRANTIES AND AGREEMENTS BY TENDERING HOLDERS

Each Holder who tenders any Notes in the Tender Offer will be deemed to represent and warrant to Orbia, the Tender and Information Agent and the Dealer Manager and agree that:

- (1) it has received and reviewed this Offer to Purchase and the Notice of Guaranteed Delivery;
- (2) it is the Beneficial Owner (as defined below) of, or a duly authorized representative of one or more Beneficial Owners of, the Notes tendered in connection with the Tender Offer, and it has full power and authority to tender such Notes;
- (3) the Notes being tendered in connection with the Tender Offer were owned as of the date of tender, free and clear of any liens, charges, claims, encumbrances, interests and restrictions of any kind, and we will acquire good, indefeasible and unencumbered title to such Notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind, when we accept the same;
- (4) it will not sell, pledge, hypothecate or otherwise encumber or transfer any Notes tendered in connection with the Tender Offer from the date of tender, and any purported sale, pledge, hypothecation or other encumbrance or transfer will be void and of no effect;
- (5) it is not a person to whom it is unlawful to make an invitation to participate in, or solicit a tender pursuant to, the Tender Offer under applicable securities laws;
- (6) in evaluating the Tender Offer and in making its decision whether to participate in the Tender Offer by tendering its Notes, the Holder has made its own independent appraisal of the matters referred to in this Offer to Purchase and in any related communications, and it is not relying on any statement, representation or warranty, express or implied, made to it by Orbia, the Tender and Information Agent, the Trustee or the Dealer Manager, other than those contained in this Offer to Purchase, as amended or supplemented through the Expiration Time;
- (7) the tendering of Notes in connection with the Tender Offer shall constitute an undertaking by the Holder to execute any further documents and give any further assurances that may be required in connection with any of the foregoing, in each case on and subject to the terms and conditions;
- (8) if the Notes are assets of (i) an “employee benefit plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) that is subject to Title I of ERISA, (ii) a “plan” as defined in Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”), (iii) a “governmental plan” as defined in Section 3(32) of ERISA or any other plan that is subject to a law substantially similar to Title I of ERISA or Section 4975 of the Code, or (iv) an entity deemed to hold plan assets of any of the foregoing, the tendering of Notes will not result in a nonexempt prohibited transaction under ERISA, Section 4975 of the Code or any substantially similar applicable law;
- (9) it has such knowledge and experience in financial and business matters, that it is capable of evaluating the merits and risks of participating in the Tender Offer and that it, and any accounts for which it is acting, are each able to bear the economic risks of its, or their, investment;
- (10) it is outside the United Kingdom or, if it is not outside of the United Kingdom:
  - (a) it (i) has professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “Order”), (ii) is a person falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations, etc.”) of the Order, (iii) is a member or creditor of certain bodies corporate as defined by or within Article 43(2) of the Order, or (iv) is a person to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the offer to purchase any securities may otherwise lawfully be communicated;
  - (b) it is not a retail investor in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal)



Act 2018 (“EUWA”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 and any rules or regulations made thereunder to implement Directive 2016/97/EU, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA;

- (11) it is not an investor resident in a Member State of the European Economic Area, or, if it is a resident in a Member State of the European Economic Area, it is not a retail investor in the European Economic Area. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (“MiFID II”); or (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II;
- (12) it acknowledges that Orbia, the Dealer Manager, the Guarantors, the Tender and Information Agent and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgements, representations and warranties made by its submission of Notes in the Tender Offer, are, at any time prior to the consummation of the Tender Offer, no longer accurate, it shall promptly notify Orbia, the Guarantors, the Tender and Information Agent and the Dealer Manager. If it is tendering the Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account.

The representations, warranties and agreements of a Holder tendering Notes shall be deemed to be repeated and reconfirmed on and as of the Expiration Time and the Settlement Date. “Beneficial Owner” of any of the Notes means any holder that exercises investment discretion with respect to such Notes.

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

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

## ACCEPTANCE OF NOTES FOR PURCHASE; PAYMENT FOR NOTES; PAYMENT OF CONSIDERATION

Upon the terms and subject to the Conditions of the Tender Offer (including if the Tender Offer is extended or amended, the terms and conditions of any such extension or amendment), we will accept for purchase, and we will pay for the Notes validly tendered and not validly withdrawn at or prior to the Expiration Time upon satisfaction or waiver of the conditions to the Tender Offer specified under “Conditions of the Tender Offer.”

Unless the context indicates otherwise, all references to a valid tender of Notes in this Offer to Purchase shall mean that (i) such Notes have either been validly tendered at or prior to the Expiration Time, and such tender or delivery has not been validly withdrawn at or prior to the Withdrawal Deadline, or (ii) a Notice of Guaranteed Delivery in respect of such Notes has been validly delivered at or prior to the Expiration Time and such Notes have been tendered at or prior to Guaranteed Delivery Date.

Only Holders who validly tender Notes and do not validly withdraw such tenders at or prior to the Expiration Time will be eligible to receive the Consideration.

Payment will be made by deposit with DTC of the Consideration plus the Accrued Interest, on such date or time so that the payment of the Consideration and the Accrued Interest may be made to tendering Holders on the Settlement Date. DTC will act as agent for tendering Holders for the purpose of receiving payment and transmitting such payment to tendering Holders. Under no circumstances will interest on the Consideration for the Notes be paid by reason of any delay by DTC in making such payments.

We expressly reserve the right, in our sole discretion, to (1) delay acceptance for purchase of Notes tendered under the Tender Offer or payment for Notes accepted for purchase (subject to Rule 14e-1 under the Exchange Act, which requires that the consideration offered be paid or the Notes deposited by or on behalf of the Holders be returned promptly after the termination or withdrawal of the Tender Offer) or (2) terminate the Tender Offer at any time with respect to the Notes in our sole discretion.

For purposes of the Tender Offer, we will be deemed to have accepted for purchase validly tendered Notes if, as and when we give oral or written notice thereof to the Tender and Information Agent.

Notes can be tendered and will be accepted only in principal amounts equal to the minimum authorized denomination for such Notes (“Minimum Authorized Denomination”), and integral multiples in excess of such Minimum Authorized Denomination, as set forth in the table below. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in a principal amount not less than the Minimum Authorized Denomination.

Notes	CUSIP and ISIN Number(s)	Minimum Authorized Denominations	Integral Multiple
4.000% Senior Notes due 2027 .....	CUSIP: 59284BAF5/ P57908AG3 ISIN: US59284BAF58/USP57908AG32	U.S.\$200,000	U.S.\$1,000

If, for any reason, acceptance for purchase of or payment for validly tendered Notes pursuant to the Tender Offer are delayed, or we are unable to accept for purchase validly tendered Notes, or payment is not made for validly tendered Notes pursuant to the Tender Offer, then the Tender and Information Agent may, nevertheless, on behalf of Orbia, retain tendered Notes in the Tender Offer, without prejudice to our rights described under “Expiration; Extension; Amendment; Termination” and “Conditions of the Tender Offer” above and “Withdrawal of Tenders” below, but subject further to Rule 14e-1 under the Exchange Act, which requires that the consideration offered be paid or the Notes tendered be returned promptly after the termination or withdrawal of the Tender Offer.

If any tendered Note is not accepted for purchase for any reason pursuant to the terms and Conditions of the Tender Offer, such unpurchased Notes will be credited to an account maintained at DTC, designated by the participant therein who so delivered such Notes, promptly following the Expiration Time or the termination of the Tender Offer without expense to the tendering Holder.

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 of the Notes tendered pursuant to the Tender Offer, or to pay all or any portion of the Consideration and Accrued Interest for any validly tendered Notes, but any such transfer or assignment will not

relieve us of our obligations under the Tender Offer and will in no way prejudice the rights of tendering Holders to receive payment for Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Tender Offer or to receive the Consideration and Accrued Interest for Notes accepted for purchase at or prior to the Expiration Time.

Under no circumstances will any interest be payable because of any delay by DTC in the transmission of funds to the Holders of purchased Notes or otherwise.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage fees or commissions to Orbia, the Dealer Manager or the Tender and Information Agent or to pay transfer taxes with respect to the purchase of their Notes. 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 Tender Offer. See “Dealer Manager; Tender and Information Agent.”

## **WITHDRAWAL OF TENDERS**

Tenders of Notes may be validly withdrawn at any time at or prior to the withdrawal deadline (the “Withdrawal Deadline”), unless extended by us in our sole discretion.

Holders who wish to withdraw Notes tendered in the Tender Offer must give a properly transmitted “Request Message” through ATOP, which notice or Request Message, as applicable, must be received by the Tender and Information Agent prior to the Withdrawal Deadline, taking into account the procedures and deadlines of DTC. To be valid, a notice of withdrawal must specify the name of the participant in DTC whose name appears on the security position listing as the owner of such Notes or to whose account such Notes are credited, the number of the account at DTC and the aggregate principal amount of Notes to be withdrawn, or must otherwise comply with the requirements of DTC. Holders may not rescind withdrawals of tendered Notes.

For a withdrawal of Notes held through a custodian to be effective, the custodian must submit an electronic withdrawal instruction, prior to the Withdrawal Deadline. The deadline for a beneficial owner to submit the request to such a custodian will be earlier than the Withdrawal Deadline.

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

Notes validly withdrawn may thereafter be retendered at any time at or prior to the Expiration Date by following the procedures described under “Procedures for Tendering Notes.”

All questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender will be determined by us, in our sole discretion, which determination shall be final and binding. None of Orbia, the Tender and Information Agent, the Dealer Manager, the Trustee or any affiliate of any of them or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

## **OTHER MATTERS**

If we are delayed in our acceptance for purchase of any Notes, or payment for any Notes is delayed or we are unable to accept for purchase or payment is unable to be made for validly tendered Notes pursuant to the Tender Offer for any reason, then, without prejudice to our rights hereunder, tendered Notes may be retained by the Tender and Information Agent on our behalf and may not be validly withdrawn (subject to Rule 14e-1 under the Exchange Act, which requires that the consideration offered be paid or the Notes deposited by or on behalf of the Holders be returned promptly after the termination or withdrawal of the Tender Offer).

## CERTAIN TAX CONSIDERATIONS

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

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

### **Certain Mexican Tax Considerations**

#### ***Federal Income Tax***

The following is a general summary of the main Mexican federal income tax consequences that would arise as a result of the acceptance of the Tender Offer by Holders of Notes who are not residents of Mexico for Mexican federal income tax purposes and do not have a permanent establishment located herein and those who having a permanent establishment in Mexico the income derived from the acceptance of the Tender Offer is not attributable to the permanent establishment (a “non-Mexican holder”). This summary is based on the Mexican Income Tax Law (*Ley del Impuesto sobre la Renta*), the Mexican Federal Fiscal Code (*Código Fiscal de la Federación*) and their corresponding regulations and rules in effect as of the date of this Offer to Purchase (the “Mexican Income Tax Law”), all of which are subject to change, possibly with retroactive effect, or to be interpreted in a new or different manner than that set forth herein, which could affect the continued validity of this general summary.

This summary does not constitute tax advice, does not address all of the Mexican tax consequences that may be applicable to specific non-Mexican holders of the Notes and does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to accept the Tender Offer. Furthermore, this summary does not address any tax consequences arising under the law of any state or municipality of Mexico, or under the laws of any other taxing jurisdiction other than the Federal Income Tax Law of Mexico.

The tax implications described herein may vary depending on the applicability of a tax treaty entered into by Mexico and the relevant jurisdiction and, when applicable the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting, which are in effect. Mexico has entered into several tax treaties with various countries that are in effect and is currently negotiating several other income tax treaties with other countries and the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting that may have an impact on the tax treatment of payments made under the Tender Offer. Non-Mexican holders of Notes should consult their own tax advisors as to the tax consequences, if any, of the application of any such treaties.

Holders of the Notes should consult with their own tax advisors as to the particular tax consequences of the receipt of interest and the sale, disposition, redemption or repayment of the Notes under the laws of Mexico, including federal, state or municipal laws or regulations, or the laws of any other jurisdiction or under any applicable tax treaty to which Mexico is a party which is in effect.

Non-residents of Mexico who are deemed to have a permanent establishment in Mexico for tax purposes will be subject to Mexican tax laws, and all income attributable to such permanent establishment will be subject to Mexican taxes in accordance with the Mexican Income Tax Law and regulations thereunder.

Mexican tax residents—both individuals and legal entities—are taxed on worldwide income regardless of the location of its source. Mexican resident individuals are subject to income tax at progressive rates, while legal entities are subject to income tax at the applicable corporate tax rate.

#### ***Gains and Interest***

Under Mexican Income Tax Law, payments of the Consideration and Accrued Interest on the Notes made by us to non-Mexican holders as a result of the acceptance of the Tender Offer will be considered interest income and may be subject to Mexican withholding tax.

The excess of the Consideration over the principal amount of Notes will be subject to the Mexican withholding taxes pursuant to the rules described below applicable to payments of Accrued Interest.

Payments of Accrued Interest made to non-Mexican holders as a result of the acceptance of the Tender Offer will have a source of wealth in Mexico and we expect that the payments of Accrued Interest are subject to Mexican withholding tax at a rate of 4.9% considering that the formal requirements set forth in the Mexican Income Tax Law for the application of said rate have been met (otherwise, the Mexican withholding tax will be 10% or higher).

In addition, if the beneficial owners, whether acting directly or indirectly, individually or jointly with related parties, that receive more than 5% of the interest paid under the Notes (i) are persons who own, directly or indirectly, individually or jointly with related parties, more than 10% of our voting stock or (ii) are corporations or other entities, of which 20% or more of the voting stock is owned by persons related to us, directly or indirectly, individually or jointly with related parties, then the Mexican withholding tax rate applicable to payments of interest under our Notes may increase to a 35% rate according to the Mexican Income Tax Law. For purposes of the foregoing, it is considered that two persons are related parties when: w) one person participates in the capital management or control of another, x) one of them has an interest in the business of the other, y) there are common interests between the parties, and z) a third person has an interest in the business or property of the parties.

Payments of Accrued Interest and Consideration under the Tender Offer made to non-Mexican pension and retirement funds will be exempt from Mexican withholding tax provided that: (i) the applicable pension or retirement fund is duly incorporated pursuant to the laws of its country of residence and is the effective beneficiary of the interest payment; (ii) such income is exempt from taxes in the applicable fund's country of residence; and (iii) such fund provides us with the relevant information in accordance with the applicable administrative rules issued by the Mexican Tax Administration Service.

Non-Mexican holders or beneficial owners of the Notes may be requested to, subject to specified exceptions and limitations, provide certain information or documentation as may be necessary to enable us to apply the appropriate Mexican withholding tax rate on interest payments under the Tender Offer. Additionally, the Mexican Income Tax Law provides that, for a non-Mexican holder to be entitled to benefits under tax treaties entered into by Mexico which are in effect, it is necessary for the applicable non-Mexican holder to satisfy the requirements set forth in the Mexican Income Tax Law and the relevant tax treaty. In the event that the specified information or documentation concerning the non-Mexican holder or beneficial owner, if requested, is not completely and timely provided, we may withhold Mexican tax from interest payments on the Notes to that non-Mexican holder or beneficial owner at the maximum applicable rate in effect.

### ***Payments of Principal***

Under the Mexican Income Tax Law, payments of principal on the Notes under the Tender Offer are not taxable in Mexico.

### ***Other Mexican Taxes***

Under current Mexican tax laws, a non-Mexican holder will not be liable for Mexican franchise, stamp, estate, inheritance, succession or gift taxes with respect to the disposition of the Notes under the Tender Offer, nor will it be liable for any Mexican stamp, registration or similar taxes or duties.

### **Certain United States Federal Income Tax Considerations**

**The disclosure of U.S. federal tax considerations contained in this Offer to Purchase is limited to the U.S. federal tax considerations addressed herein. Additional considerations may exist that are not addressed in this disclosure and that could affect the U.S. federal tax treatment of the matters addressed herein. You should seek advice based on your particular circumstances from your tax adviser.**

The following is a discussion of certain U.S. federal income tax considerations that may be relevant to U.S. Holders (as defined below) of the sale of Notes pursuant to the Tender Offer. This discussion applies only to U.S. Holders (as defined below) that hold their Notes as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code") (generally, for investment purposes), and does not describe all of the tax consequences that may be relevant to a U.S. Holder in light of its particular circumstances, including any alternative minimum tax consequences, the application of the "Medicare contribution tax," special tax accounting

rules under Section 451(b) of the Code, and differing tax consequences that may be applicable to U.S. Holders that are subject to special rules, including for instance:

- financial institutions;
- insurance companies;
- regulated investment companies;
- dealers or electing traders in securities that use a mark-to-market method of tax accounting;
- persons holding Notes as part of a “straddle”, conversion or other integrated transaction;
- persons whose functional currency is not the U.S. dollar;
- persons holding Notes in connection with a trade or business conducted outside the United States;
- persons who buy or sell Notes as part of a wash sale for tax purposes;
- expatriates or certain former long-term residents of the United States;
- real estate investment trusts;
- entities treated as partnerships for U.S. federal income tax purposes (and partners therein); or
- tax-exempt entities, “individual retirement accounts” or “Roth IRAs.”

No ruling has been or will be sought from the Internal Revenue Service (the “IRS”) regarding any tax matters discussed herein. Consequently, no assurance can be given that the IRS will not assert, or that a court will not sustain, a position contrary to any of those summarized below.

This summary is based on the Code, administrative pronouncements, judicial decisions, final, temporary and proposed Treasury regulations and the Convention for the Avoidance of Double Taxation entered into between the United States and Mexico (the “Treaty”), all in effect as of the date hereof, changes to any of which subsequent to the date hereof may affect the tax consequences described herein. This discussion does not address any aspect of state, local or non-U.S. taxation or any U.S. federal gift or estate tax considerations. U.S. Holders should consult their tax advisers regarding the application of U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction.

For purposes of this discussion, a “U.S. Holder” is a person that, for U.S. federal income tax purposes, is a beneficial owner of a Note and:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein or the District of Columbia; or
- an estate or trust, the income of which is subject to U.S. federal income taxation regardless of its source.

If an entity that is treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. Partnerships that own Notes and partners therein should consult their tax advisers regarding the U.S. federal income tax consequences of the Tender Offer.

**U.S. HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISERS REGARDING THE SPECIFIC U.S. FEDERAL, STATE, LOCAL AND NON-U.S. INCOME AND OTHER TAX CONSEQUENCES OF THE TENDER OFFER TO THEM.**

### ***Considerations for Tendering U.S. Holders***



The following discussion applies only to a U.S. Holder that tenders Notes and has Notes accepted for purchase pursuant to the Tender Offer.

#### *Sale of a Note Pursuant to the Tender Offer*

The sale of a Note by a U.S. Holder pursuant to the Tender Offer will be a taxable transaction for such U.S. Holder for U.S. federal income tax purposes. A U.S. Holder will generally recognize gain or loss in an amount equal to the difference between (i) the amount of cash received in exchange for such Note (including any Mexican taxes withheld on the sale of such Note and additional interest paid by the Company with respect thereto but excluding any portion of the cash received that is attributable to Accrued Interest, as described below), and (ii) the U.S. Holder's adjusted tax basis in the tendered Note at the time of sale. Generally, a U.S. Holder's adjusted tax basis for a Note will equal the amount paid for the Note, increased by any market discount previously included in the U.S. Holder's gross income, and decreased (but not below zero) by any amortized bond premium. Subject to the discussions below regarding the application of the "market discount" rules, any gain or loss generally will be capital gain or loss, which will be long-term capital gain or loss if the U.S. Holder's holding period for the tendered Note is more than one year at the time of sale. Long-term capital gains of certain non-corporate U.S. Holders (including individuals) are eligible for reduced rates of taxation. The deductibility of capital losses by a U.S. Holder is subject to limitations. Subject to the discussions below regarding the application of the Treaty and the "market discount" rules, any gain or loss realized on the sale of Notes pursuant to the Tender Offer will generally be U.S.-source gain or loss for purposes of computing your foreign tax credit limitation.

Treasury regulations impose certain limitations and conditions for foreign taxes to be eligible for credit, such that foreign taxes on gains from dispositions of assets generally will not be creditable against a U.S. Holder's U.S. federal income tax liability. However, the IRS has released notices that provide relief from certain of the Treasury regulations' provisions, including the limitations and conditions described in the preceding sentence, for taxable years ending before the date that a notice or other guidance withdrawing or modifying the temporary relief is issued (or any later date specified in such notice or other guidance). U.S. Holders are generally permitted to rely on such notices until additional guidance is issued that withdraws or modifies them. Even if the Treasury regulations will not prohibit a U.S. Holder from claiming a foreign tax credit with respect to any Mexican income tax imposed on a sale of a Note, because gain realized on a sale will generally be U.S.-source, a U.S. Holder generally will only be entitled to use foreign tax credits to offset the portion of the U.S. Holder's U.S. federal income tax liability that is attributable to foreign-source income. However, if a U.S. Holder is eligible for the benefits of the Treaty, the U.S. Holder may be able to treat any gain from the sale of a Note as foreign-source income. U.S. Holders should consult their tax advisers regarding their eligibility for Treaty benefits and whether they will be able to credit any Mexican income tax imposed on the sale of Notes against their U.S. federal income tax liabilities in their particular circumstances. In lieu of claiming a foreign tax credit, Mexican tax on any sale of Notes may be able to be deducted (subject to limitations), or in certain cases may reduce the amount realized on the sale. An election to deduct foreign taxes in lieu of claiming a foreign tax credit applies to all otherwise creditable foreign taxes paid or accrued in the taxable year.

The amount of cash received attributable to Accrued Interest will be treated as a payment of interest and will be taxable to you as ordinary interest income at the time it accrues or is received, in accordance with your method of accounting for U.S. federal income tax purposes. The amount of ordinary interest income that a U.S. Holder will be required to include in income will include any Mexican taxes withheld on such income and any additional interest paid by the Company with respect to this Mexican withholding tax. Accrued Interest, such additional interest and any market discount with respect to the Notes generally will be foreign-source income for purposes of computing your foreign tax credit limitation. Subject to applicable limitations that vary depending on your particular circumstances, Mexican income taxes withheld by the Company on payments of Accrued Interest (at a rate not exceeding any applicable rate under the Treaty if you are eligible for Treaty benefits) may be creditable against your U.S. federal income tax liability.

The rules governing foreign tax credits are complex. For example, Treasury regulations provide that, in the absence of an election to apply the benefits of an applicable income tax treaty, in order for a non-U.S. income tax to be creditable, the foreign jurisdiction's income tax rules must be consistent with certain U.S. federal income tax principles, and the Company has not determined whether the Mexican income tax system meets these requirements. As discussed above, the IRS has released notices that provide relief from certain of the provisions of the Treasury regulations described in the preceding sentence for taxable years ending before the date that a notice or other

guidance withdrawing or modifying the temporary relief is issued (or any later date specified in such notice or other guidance), which U.S. Holders are generally permitted to rely on until additional guidance is issued that withdraws or modifies them. U.S. Holders should consult their tax advisers regarding the applicability of these rules to their particular circumstances. In lieu of claiming a foreign tax credit, Mexican tax interest may be able to be deducted (subject to limitations). An election to deduct foreign taxes in lieu of claiming a foreign tax credit applies to all otherwise creditable foreign taxes paid or accrued in the taxable year.

#### *Market Discount*

Gain recognized by a tendering U.S. Holder with respect to a Note acquired with market discount will generally be taxed as ordinary income from foreign sources to the extent of any market discount accrued during the period the Note was held by such U.S. Holder and not previously included in income. A Note generally will be considered to have been acquired with market discount if its stated principal amount exceeded its tax basis in the hands of a U.S. Holder immediately after its acquisition by the U.S. Holder by an amount that is equal to or more than a statutory de minimis amount. Market discount generally accrues ratably during the period from the date of the U.S. Holder's acquisition of the Note, unless the U.S. Holder has made an election to accrue market discount on a constant yield basis. If a U.S. Holder has elected to include market discount in income as it accrues, no additional market discount will be taken into account with respect to the sale of a Note pursuant to the Tender Offer. U.S. Holders are urged to consult their tax advisers as to the portion of their gain, if any, that would be taxable as ordinary income under these provisions.

#### *Information Reporting and Backup Withholding*

Information returns may be required to be filed with the IRS in connection with the payment of the Consideration and Accrued Interest, unless the U.S. Holder is an exempt recipient and, if required, establishes this fact. In addition, a U.S. Holder may be subject to backup withholding (at the rate of 24%) with respect to such proceeds unless such U.S. Holder (i) is within certain exempt categories and, when required, demonstrates this fact, or (ii) provides a correct TIN and certifies that it is not currently subject to backup withholding (generally on an IRS Form W-9) and otherwise complies with the applicable requirements of the backup withholding rules. A U.S. Holder that does not so provide its correct TIN may be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules will be creditable against a U.S. Holder's U.S. federal income tax liability, and may entitle the U.S. Holder to a refund, provided that the requisite information is timely provided to the IRS. U.S. Holders are encouraged to consult their tax advisers as to their qualification for exemption from backup withholding and the procedure for obtaining such exemption.

**THE U.S. FEDERAL INCOME TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION PURPOSES ONLY. YOU ARE ENCOURAGED TO CONSULT YOUR OWN TAX ADVISER TO DETERMINE THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE TENDER OFFER.**

## **DEALER MANAGER; TENDER AND INFORMATION AGENT**

We have engaged J.P. Morgan Securities LLC to serve as the Dealer Manager in connection with the Tender Offer. We will reimburse the Dealer Manager for its reasonable out-of-pocket expenses. The obligations of the Dealer Manager to perform its functions are subject to various conditions. We have agreed to indemnify the Dealer Manager against various liabilities, including various liabilities under the federal securities laws. The Dealer Manager may contact holders of Notes by mail, telephone, facsimile transmission, personal interviews and otherwise may request broker dealers and the other nominee holders to forward materials relating to the Tender Offer to beneficial holders. Questions regarding the terms of the Tender Offer may be directed to the Dealer Manager at its address and telephone number listed on the back cover page of this Offer to Purchase. At any given time, the Dealer Manager and its affiliates may trade Notes or other of our or our affiliates' securities for its own accounts or for the accounts of its customers and, accordingly, may hold a long or short position in the Notes. To the extent the Dealer Manager or its affiliates own Notes (on its behalf or on behalf of its clients) during the Tender Offer, it may tender such Notes pursuant to the terms of the Tender Offer.

From time to time in the ordinary course of business, the Dealer Manager and its affiliates have provided us and our affiliates with investment banking and other services for customary compensation and may continue to do so in the future.

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

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

None of the Dealer Manager, the Tender and Information Agent nor any or affiliate of any of them assumes any responsibility for the accuracy or completeness of the information concerning Orbia or any of its subsidiaries or affiliates, contained or incorporated by reference in this Offer to Purchase, or for any failure by Orbia to disclose events that may have occurred after the date of this Offer to Purchase that may affect the significance or accuracy of this information.

None of Orbia, the Tender and Information Agent, the Dealer Manager, the Trustee or any affiliate of any of them makes any recommendation as to whether or not Holders should tender Notes pursuant to the Tender Offer. Each Holder must decide whether to tender Notes and, if tendering, the amount of Notes to tender. Holders are urged to review carefully all information contained or incorporated by reference in this Offer to Purchase.

In connection with the Tender Offer, our directors and officers and regular employees (who will not be specifically compensated for such services) may solicit tenders by use of the mails, personally or by telephone. We will also 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, Notice of Guaranteed Delivery and

related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

## **MISCELLANEOUS**

We are not aware of any jurisdiction where the making of the Tender Offer is not in compliance with the laws of such jurisdiction. If we become aware of any jurisdiction where the making of the Tender 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 the Tender Offer. If, after such good faith effort, we cannot comply with any such applicable laws, the Tender Offer will not be made to (nor will tenders be accepted from or on behalf of) the Holders of Notes residing in each such jurisdiction.

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

**D.F. King & Co., Inc.**

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

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

All others call toll-free: +1 (888) 628-9011

E-mail: [orbia@dfking.com](mailto:orbia@dfking.com)

Website:

[www.dfking.com/orbia](http://www.dfking.com/orbia)

Any questions regarding the terms of the Tender Offer may be directed to the Dealer Manager and requests for additional copies of this Offer to Purchase may be directed to the Tender and Information Agent at their respective telephone numbers and locations listed below. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Tender Offer.

*The Dealer Manager for the Tender Offer is:*

**J.P. Morgan Securities LLC**

383 Madison Avenue  
New York, New York 10179  
United States

Attention: Latin America Debt  
Capital Markets

Collect: +1 (212) 834-7279

Toll-Free: +1 (866) 846-2874