

IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY PERSON LOCATED OR RESIDENT IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DISTRIBUTE THIS DOCUMENT.

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached tender offer memorandum (the “**Tender Offer Memorandum**”) and you are therefore required to read this disclaimer carefully before accessing, reading or making any other use of this Tender Offer Memorandum. By accessing this Tender Offer Memorandum, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us, Stifel Nicolaus Europe Limited (the “**Dealer Manager**”) and/or Lucid Issuer Services Limited (the “**Tender Agent**”) as a result of such access. Capitalised terms used but not otherwise defined in this disclaimer shall have the meaning given to them in this Tender Offer Memorandum.

THIS ELECTRONIC TRANSMISSION DOES NOT CONTAIN OR CONSTITUTE AN OFFER OF, OR THE SOLICITATION OF AN OFFER TO BUY OR SUBSCRIBE FOR, SECURITIES TO ANY PERSON IN ANY JURISDICTION WHERE SUCH AN OFFER IS UNLAWFUL. SECURITIES MAY NOT BE OFFERED, SOLD OR DELIVERED IN THE UNITED STATES ABSENT REGISTRATION UNDER, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF, THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”). THE SECURITIES REFERRED TO IN THE ATTACHED OFFER TO PURCHASE HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.

THE ATTACHED TENDER OFFER MEMORANDUM MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. THE TENDER OFFER MEMORANDUM MAY ONLY BE DISTRIBUTED TO PERSONS TO WHOM IT IS OTHERWISE LAWFUL TO SEND THE TENDER OFFER MEMORANDUM. ANY FORWARDING DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

Confirmation of your representation: In order to be eligible to view the attached Tender Offer Memorandum or make an investment decision with respect to the Offer (as defined below), you must be able to participate lawfully in the invitation by Huta Stali Jakościowych S.A. (the “**Offeror**”) to holders of Cognor International Finance plc’s (the “**Issuer**”) outstanding Senior Secured Notes due 2020 (the “**Notes**”) to tender the Notes for purchase by the Offeror for cash (the “**Offer**”) on the terms and subject to the conditions set out in the Tender Offer Memorandum, including the offer and distribution restrictions set out on page 1 (the “**Offer and Distribution Restrictions**”).

The attached Tender Offer Memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Offeror, the Dealer Manager, the Tender Agent or any person who controls, or is a director, officer employee, agent or affiliate of, any such person accepts any liability or responsibility whatsoever in respect of any difference between this Tender Offer Memorandum distributed to you in electronic format and the hard copy version available to you on request from the Dealer Manager or the Tender Agent.

You are also reminded that the attached Tender Offer Memorandum has been sent to you on the basis that you are a person into whose possession this Tender Offer Memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located or resident and you may not, nor are you authorised to, deliver this Tender Offer Memorandum to any other person.

This Tender Offer Memorandum was sent at your request and by accessing this Tender Offer Memorandum or by tendering any Notes in accordance with the Offer defined to herein you shall be deemed to have represented to the Offeror, the Dealer Manager and the Tender Agent that:

- (i) you are a holder or a beneficial owner of the Notes;
- (ii) you are a person to whom it is lawful to send this Tender Offer Memorandum or to make an invitation pursuant to the Offer referred to herein in accordance with applicable laws, including the Offer and Distribution Restrictions; and
- (iii) you consent to delivery of this Tender Offer Memorandum by electronic transmission.

Any materials relating to the Offer do not constitute, and may not be used in connection with, any form of offer or solicitation in any place where such offer or solicitation are not permitted by law. If a jurisdiction requires that an Offer be made by a licensed broker or dealer and the Dealer Manager or any of their affiliates is such a licensed broker or dealer in that jurisdiction, such Offer shall be deemed to be made by the Dealer Manager or affiliate on behalf of the Offeror in such jurisdiction.

This Tender Offer Memorandum may only be communicated to persons in the United Kingdom in circumstances where section 21(1) of the Financial Services and Markets Act 2000 does not apply.

Restrictions: Nothing in this electronic transmission constitutes an offer to buy or the solicitation of an offer to sell securities in any jurisdiction in which such offer or solicitation would be unlawful. The Offer is subject to offer and distribution restrictions in, amongst other countries, the United Kingdom, Poland, Italy, Belgium and France.

The distribution of the Tender Offer Memorandum in certain jurisdictions may be restricted by law. Persons into whose possession the Tender Offer Memorandum comes are required by the Offeror, the Issuer, Company, the Dealer Manager and the Tender Agent to inform themselves about, and to observe, any such restrictions.

NONE OF THE TENDER OFFER MEMORANDUM OR ANY RELATED DOCUMENT HAS BEEN FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION, NOR HAS ANY SUCH DOCUMENT BEEN FILED WITH OR REVIEWED BY ANY U.S. STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY OF ANY COUNTRY. NO AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THE TENDER OFFER MEMORANDUM OR ANY RELATED DOCUMENTS, AND IT MAY BE UNLAWFUL AND A CRIMINAL OFFENSE TO MAKE ANY REPRESENTATION TO THE CONTRARY.



HUTA STALI JAKOSCIOWYCH S.A.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

This Tender Offer Memorandum does not constitute an invitation to participate in the Offer (as defined below) in or from any jurisdiction in or from which, or to or from any person to or from whom, it is unlawful to make such Offer under applicable securities laws or otherwise. The distribution of this document in certain jurisdictions (in particular, the United Kingdom, Poland, Italy, Belgium and France) may be restricted by law. See "Offer and Distribution Restrictions" below. Persons into whose possession this Tender Offer Memorandum comes are required by the Dealer Manager (as defined below) and the Offeror (as defined below) to inform themselves about, and to observe, any such restrictions. No action that would permit a public offer has been or will be taken in any jurisdiction by the Dealer Manager or the Offeror.

This Tender Offer Memorandum contains important information which should be read carefully before any decision is made with respect to the Offer. If any Noteholder (as defined below) is in any doubt as to the action it should take, it is recommended to immediately seek its own financial advice, including tax advice relating to the consequences resulting from the Tender Offer from its stockbroker, bank manager, solicitor, accountant or other independent financial or legal adviser. Any individual or company whose Notes are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee must contact such entity if it wishes to tender such Notes pursuant to the Offer.

TENDER OFFER MEMORANDUM DATED NOVEMBER 27, 2015

Invitation to holders of Senior Secured Notes due 2020 (the "Notes")

Regulation S Notes Common Code: 100521008 ISIN Number: XS1005210080	Rule 144A Notes Common Code: 100521113 ISIN Number: XS1005211138
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of

COGNOR INTERNATIONAL FINANCE PLC,

a public limited company organized under the laws of England and Wales (the "Issuer"),

to tender Notes for purchase for cash, in each case, at a price determined by the "modified Dutch auction" procedures

Huta Stali Jakościowych S.A., a company organized under the laws of Poland (the "Offeror") and a subsidiary of Cognor S.A., a company organized under the laws of Poland (the "Company"), hereby invites holders of the Notes (the "Noteholders"), subject to the offer restrictions referred to in "Offer and Distribution Restrictions" below, to submit tenders to the Offeror to purchase their Notes for cash (the "Purchase Offer Prices") within a purchase price range between €480 to €600, in each case inclusive, per €1,000 nominal amount of Notes (the "Purchase Price Range"), subject to amendment by the offeror in its sole and absolute discretion, on the terms and subject to the conditions contained in this tender offer memorandum (the "Tender Offer Memorandum") in accordance with a modified Dutch auction procedure (as described herein) for the Notes (the "Tender Offer" or "Offer"). As used in this Tender Offer Memorandum (i) the "Lower Price Range" means the purchase price range from and including €480 to, but not including €540 per €1,000 nominal amount of Notes and (ii) the "Upper Price Range" means the purchase price range from €540 to €600, in each case inclusive, per €1,000 nominal amount of Notes. The Issuer is aware of and has raised no objection to the Offeror making the Offer.

The Offeror proposes to accept for purchase an aggregate nominal amount of the Notes such that the total amount payable by the Offeror (including all amounts payable in respect of Accrued Interest (as defined below)) for all of the Notes accepted for purchase (if any) by it pursuant to the Tender Offer (the "Offer Consideration") will be (i) not more than €10,000,000 (subject to rounding) if, based on the Purchase Offer Prices for Notes that will be tendered, the Clearing Purchase Price (as defined below) would be in the Lower Price Range, provided, that the total amount payable by the Offeror at the Lower Price Range is at least €3,000,000, (ii) up to €5,000,000 (subject to rounding) if, based on the Purchase Offer Prices for Notes that will be tendered, the Clearing Purchase Price would be in the Upper Price Range and there would be less than €3,000,000 payable had the Clearing Purchase Price been in the Lower Price Range, or (iii) such lower amount of up to €3,000,000 as has been tendered within the Purchase Price Range (the applicable total amount payable the "Total Offer Funds Available"), where all of (i), (ii) and (iii) are subject to the terms set forth below.

Subject to a minimum tender of €40,000 in principal amount of Notes per holder, the amount in cash in euro to be paid for each €1,000 principal amount of the Notes accepted for purchase pursuant to each Offer will be determined by the Offeror in its sole and absolute discretion in accordance with the modified Dutch auction procedures described in this Tender Offer Memorandum and subject to the Clearing Purchase Price. The Offeror will determine (in its sole and absolute discretion) a purchase price (the "Clearing Purchase Price") for the Notes (including accrued and unpaid interest thereof up to but not including the Payment Date ("Accrued Interest")) within the Purchase Price Range that will allow the Offeror to purchase up to the applicable Total Offer Funds Available at the Clearing Purchase Price (subject to rounding and pro ration) or such lesser amount of Notes as are validly tendered and not properly withdrawn.

Aggregate principal amount of Notes outstanding as of the date of this Tender Offer Memorandum: €100,348,109

The Tender Offer is conditional upon certain special conditions (the "Special Conditions" and, together with any general conditions, the "Conditions") having been met, as more specifically described in "The Tender Offer—Conditions to the Offers".

Noteholders must follow certain procedures to tender Notes for purchase pursuant to the Tender Offer. Lucid Issuer Services Limited is acting as Tender Agent (the "Tender Agent"). For more information, see "Procedures for Tendering Notes".

The Tender Offer will expire at 10:00am, London time, on December 24, 2015, unless extended or earlier terminated (such time and date, as the same may be extended, the "Expiration Date"). Upon the completion of the Tender Offer, Notes accepted for tender will be delivered to the Euroclear and Clearstream (each as defined below) cancellation accounts and cancelled upon the instruction of the Offeror to The Bank of New York Mellon (Luxembourg) S.A. acting in its capacity as trustee (the "Trustee").

The Dealer Manager for the Tender Offer is:

STIFEL

Subject to applicable law, the Offeror may, in its sole discretion, extend, amend or terminate the Tender Offer as provided in this Tender Offer Memorandum in “*Procedures for Tendering Notes—Extension, Termination or Amendment*”. Details of any such extension, amendment or termination will be announced as provided in this Tender Offer Memorandum as soon as reasonably practicable after the relevant decision is made.

The Offeror has retained Stifel Nicolaus Europe Limited (the “**Dealer Manager**”) in connection with the Tender Offer.

Additionally, the Offeror reserves the right, in its sole and absolute discretion, (i) not to accept any tenders of the Notes, (ii) to spend less than the Total Offer Funds Available, or (iii) to modify in any manner any of the terms and conditions of the Offer (including, but not limited to, modifying the Purchase Price Range with respect to the Offer), subject to applicable law.

The Offeror makes no recommendation to any Noteholder whether to tender or refrain from tendering any or all of such Noteholder’s Notes, and have not authorised any person to make any such recommendation. The Offeror has expressed no opinion with respect to the Tender Offer. None of the Offeror, the Dealer Manager, the Tender Agent, the Trustee nor any of their respective affiliates, makes any recommendation as to whether or not any Noteholders should tender the Notes held by them pursuant to the Tender Offer.

In order to participate in, and be eligible to receive the Clearing Purchase Price pursuant to, the Offer, Noteholders must validly tender their Notes by delivering, or arranging to have delivered on their behalf, an Electronic Instruction (as defined below). See “*Procedures for Tendering Notes*”.

Noteholders are advised to check with any bank, securities broker or other intermediary through which they hold Notes to confirm whether such intermediary needs to receive instructions from such Noteholders before the deadlines specified in this Tender Offer Memorandum in order for that Noteholder to be able to participate in, or (in the limited circumstances in which revocation is permitted) revoke their instruction to participate in, the Offer. The deadlines set by Euroclear Bank S.A./N.V. (“Euroclear”) or Clearstream Banking, société anonyme (“Clearstream”, each a “Clearing System” and, together, the “Clearing Systems”) for the submission and withdrawal of Electronic Instructions may be earlier than the relevant deadlines specified in this Tender Offer Memorandum.

Noteholders should carefully consider all of the information in this Tender Offer Memorandum and, in particular, the information contained in “*Risk Factors*” section of this Tender Offer Memorandum before tendering their Notes.

Questions and requests for assistance in connection with (i) the Offer may be directed to the Dealer Manager and (ii) tendering Notes may be directed to the Tender Agent, the contact details of which appear on the last page of this Tender Offer Memorandum.

OFFER AND DISTRIBUTION RESTRICTIONS

The distribution of this Tender Offer Memorandum in certain jurisdictions may be restricted by law. Persons into whose possession this Tender Offer Memorandum is received are required by the Offeror, the Issuer, the Company, the Dealer Manager and the Information and Tender Agent to inform themselves about and to observe any such restrictions.

Belgium

Neither this Tender Offer Memorandum nor any other documents or materials relating to the Tender Offer have been submitted to or will be submitted for approval or recognition to the Financial Services and Markets Authority (*Autorité des services et marches financiers / Autoriteit financiële diensten en markten*) and, accordingly, the Tender Offer may not be made in Belgium by way of a public offering, as defined in Article 3 of the Belgian Law of 1 April 2007 on public takeover bids and as defined in Article 3 of the Belgian Law of 16 June 2006 on the public offer of placement instruments and the admission to trading of placement instruments on regulated markets (together the “**Belgian Public Offer Law**”), each as amended or replaced from time to time. Accordingly, the Tender Offer may not be advertised and the Tender Offer will not be extended, and neither this Tender Offer Memorandum nor any other documents or materials relating to the Tender Offer (including any memorandum, information circular, brochure or any similar documents) has been or shall be distributed or made available, directly or indirectly, to any person in Belgium other than “qualified investors” as referred to in Article 10, of the Belgian Public Offer Law (as amended from time to time) acting on their own account. Insofar as Belgium is concerned, this Tender Offer Memorandum has been issued only for the personal use of the above qualified investors and exclusively for the purpose of the Tender Offer. Accordingly, the information contained in this Tender Offer Memorandum may not be used for any other purpose or disclosed to any other person in Belgium.

France

The Offer is not being made, directly or indirectly, to the public in the Republic of France (“**France**”). Neither this Tender Offer Memorandum nor any other document or material relating to the Offer has been or shall be distributed to the public in France and only (i) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d’investissement de gestion de portefeuille pour compte de tiers*) and/or (ii) qualified investors (*investisseurs qualifiés*) other than individuals, in each case acting on their own account and all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-4 of the French *Code Monétaire et Financier*, are eligible to participate in the Offer. Neither this Tender Offer Memorandum nor any other documents and materials have been submitted for clearance to the *Autorité des Marchés Financiers*.

Italy

None of the Offers, this Tender Offer Memorandum or any other documents or materials relating to the Offer have been or will be submitted to the clearance procedures of the *Commissione Nazionale per le Società e la Borsa* (“**CONSOB**”) pursuant to Italian laws and regulations. The Offer is being carried out in the Republic of Italy (“**Italy**”) as exempted offers pursuant to article 101-*bis*, paragraph 3-*bis* of the Italian Legislative Decree No. 58 of 24 February 1998, as amended (the “**Financial Services Act**”) and article 35-*bis*, paragraphs 4 and 7, letter a), number 1) of CONSOB Regulation No. 11971 of 14 May 1999, as amended. Noteholders or beneficial owners of the Notes that are located in Italy may tender their Notes in the Offer through authorized persons (such as investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007, as amended, and Italian Legislative Decree No. 385 of September 1, 1993, as amended) and in compliance with applicable laws and regulations or with requirements imposed by CONSOB, or any other Italian authority.

Each intermediary must comply with the applicable laws and regulations concerning information duties *vis-à-vis* its clients in connection with the Notes, the Offer or this Tender Offer Memorandum.

United Kingdom

The communication of this Tender Offer Memorandum and any other documents or materials relating to the Offer are not being made and such documents and/or materials have not been approved by an authorized person for the purposes of section 21 of the U.K. Financial Services and Markets Act 2000. Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom, and are only for circulation to persons outside the United Kingdom or to persons within the United Kingdom falling within the definition of Investment Professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”)) or creditors of the Company within the meaning of Article 43(2) of the Order, or to other persons to whom it may lawfully be communicated in accordance with the Order (all such persons together being referred to as “**relevant persons**”). This Tender Offer Memorandum must not be acted on or relied on by persons who are not relevant persons. The Offer to which this document relates is being made only to relevant persons and will be engaged in only with relevant persons. Any person who is not a relevant person should not act or rely on this Tender Offer Memorandum or any of its content. This Tender Offer Memorandum must not be distributed, published, reproduced or disclosed (in whole or in part) by recipients to any other person.

Poland

Neither this Tender Offer Memorandum nor any other documents or materials relating to the Tender Offer have been submitted to or will be submitted for approval or recognition to the Polish Financial Supervisory Authority (*Komisja Nadzoru Finansowego*) and, accordingly, the Tender Offer may not be made in Poland by way of a public offering, as defined in the Polish Act on Public Offerings, the Conditions Governing the Introduction of Financial Instruments to Organized Trading System and Public Companies dated July 20, 2005 (as amended).

General

This Tender Offer Memorandum and any related documents do not constitute an offer to buy or the solicitation of an offer to sell Notes in any circumstances in which such offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require the Tender Offer to be made by a licensed broker or dealer, and a Dealer Manager or any of their respective affiliates is such a licensed broker or dealer in such jurisdictions, the Tender Offer shall be deemed to be made by such Dealer Manager or such affiliate (as the case may be) on behalf of the Offeror in such jurisdictions.

This Tender Offer Memorandum has not been filed with or reviewed by any foreign, federal or state securities commission or regulatory authority, nor has any such commission or authority passed upon the accuracy or adequacy of the Tender Offer Memorandum. Any representation to the contrary is unlawful and may be a criminal offense.

In addition to the representations referred to above in respect of the United States, Poland, Belgium, France, Italy and the United Kingdom each Noteholder participating in the Offer will also be deemed to give certain representations in respect of the other jurisdictions referred to above and generally as set out in “*Procedures for Tendering Notes*”. Any tender of Notes for purchase pursuant to the Offer from a Noteholder that is unable to make these representations will not be accepted. The Offeror, the Dealer Manager and the Tender Agent reserve the right, in their absolute discretion, to investigate, in relation to any tender of Notes for purchase pursuant to the Offer, whether any such representation given by a Noteholder is correct and, if such investigation is undertaken and as a result the Offeror determine (for any reason) that such representation is not correct, such tender shall not be accepted.

IMPORTANT DATES

This is an indicative timetable showing one possible outcome for the timing of the Tender Offer based on the dates printed in this Tender Offer Memorandum and assuming that the Expiration Date and the Payment Date are not extended. This timetable is subject to change and dates and times may be extended, amended or terminated by the Offeror in accordance with the terms of the Tender Offer, as described in this Tender Offer Memorandum. Accordingly, the actual timetable may differ significantly from the timetable below. This summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information appearing elsewhere in this Tender Offer Memorandum.

Date	Calendar Date and Time	Event
Commencement Date	November 27, 2015	Tender Offer announced. Notice of the Tender Offer published through a press release distributed through newswire services and on the website of the Luxembourg Stock Exchange (<i>www.bourse.lu</i>) and delivered to Clearing Systems for communication to persons who are shown in the records of the Clearing Systems as holder of the Notes (“ Direct Participants ”). This Tender Offer Memorandum becomes available from the Tender Agent.
Expiration Date	December 24, 2015 10:00am, London Time	Deadline for Notes to be validly tendered. The Offer expires unless the Offeror extends or terminates it earlier in its sole discretion.
Price Announcement Date	As soon as practicable after the Expiration Date, expected to be on or about the first Business Day after the Expiration Date	<p>The Offeror announces whether it will accept any tenders of Notes, and, if so, announce the Clearing Purchase Price and Proration Factor (as defined below), if any, for the Notes. Payment for any Notes tendered and accepted on the Payment Date will be subject to the satisfaction or waiver of the Conditions.</p> <p>The Offeror will also announce the aggregate principal amount of Notes accepted for purchase (which may be zero) and the aggregate principal amount of Notes remaining outstanding following the completion of the Tender Offer, which will all be subject to the satisfaction or waiver of the Conditions on or before the Payment Date.</p>
Payment Date	Promptly after the Expiration Date (expected to be on or about December 31, 2015, or as soon as practicable thereafter);	The Offeror pays the Clearing Purchase Price, plus Accrued Interest for any Notes accepted for purchase. If the Offeror accepts the tender of Noteholders’ Notes pursuant to the

provided that the conditions Offer, Noteholders, or the custodial to which the Tender Offer is entity acting on such Noteholders' subject have either been behalf, must deliver to the Offeror good satisfied or, where and marketable title to such Notes. applicable, waived.

The above times and dates are subject to the rights of the Offeror, to extend, re-open, amend and/or terminate any Offer (subject to applicable law and as provided in this Tender Offer Memorandum).

GENERAL

No person has been authorised in connection with the Tender Offer to give any information or to make any representation, other than those contained, or incorporated by reference, in this Tender Offer Memorandum and any such information or representation must not be relied upon as having been authorised by the Offeror or the Dealer Manager. The Offeror accepts responsibility for the information contained in this Tender Offer Memorandum. To the best of the knowledge of the Offeror (having taken all reasonable care to ensure that such is the case), the information contained in this Tender Offer Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. Neither the delivery of this Tender Offer Memorandum nor any purchase of Notes shall, under any circumstances, create any implication that there has not been any change in the affairs of the Offeror, the Issuer or the Company or its subsidiaries since the date of this Tender Offer Memorandum or that the information contained in this Tender Offer Memorandum has remained accurate and complete as of any time subsequent to the date of this Tender Offer Memorandum.

Notes can only be tendered in the Tender Offer in accordance with the procedures described in “*Procedures for Tendering Notes*”.

Noteholders who do not participate in the Tender Offer, or whose Notes are not accepted for purchase by the Offeror, will continue to hold their Notes subject to the terms and conditions of the indenture governing the Notes.

Each Noteholder is solely responsible for making its own independent appraisal of all matters as such Noteholder deems appropriate (including those relating to the relevant Offer) and each Noteholder must make its own decision as to whether to tender any or all of its Notes for purchase pursuant to such Offer.

NONE OF THE OFFEROR, THE ISSUER, THE COMPANY, THE DEALER MANAGER, THE TENDER AGENT NOR ANY OF THEIR RESPECTIVE AFFILIATES MAKES ANY RECOMMENDATION AS TO WHETHER OR NOT ANY NOTEHOLDERS SHOULD TENDER THE NOTES HELD BY THEM PURSUANT TO THE OFFER. THE TENDER AGENT IS THE AGENT OF THE OFFEROR AND OWES NO DUTY TO ANY NOTEHOLDER. EACH NOTEHOLDER SHOULD MAKE ITS OWN DECISION AS TO WHETHER TO TENDER ITS NOTES AND IF SO, THE PRINCIPAL AMOUNT OF THE NOTES AS TO WHICH SUCH ACTION IS TO BE TAKEN.

Noteholders holding their Notes through a broker, dealer or other similar nominee must contact that nominee if they desire to tender those Notes. Any questions or requests for assistance or for additional copies of this Tender Offer Memorandum or related documents should be directed to the Tender Agent at its telephone number or email set forth on the back cover of this Tender Offer Memorandum. Noteholders may also contact the Dealer Manager or their broker, dealer, or other similar nominee for assistance concerning the terms of the Offer.

NOTEHOLDERS SHOULD READ THIS TENDER OFFER MEMORANDUM CAREFULLY BEFORE MAKING A DECISION TO TENDER NOTES.

This Tender Offer Memorandum has not been reviewed by any state securities commission or regulatory authority, nor has the U.S. Securities and Exchange Commission (the “SEC”) or any such commission or authority passed upon the accuracy or adequacy of this Tender Offer Memorandum. Any representation to the contrary is unlawful and may be a criminal offence.

The applicable provisions of the Financial Services and Markets Act 2000 must be complied with in respect of anything done in relation to the Offer in, from or otherwise involving the United Kingdom.

In making a decision whether to tender their Notes pursuant to the Offer, Noteholders must rely on their own examination of the Offeror and the information contained in this Tender Offer

Memorandum, including their own determination of the merits and risks involved in participating in the Tender Offer.

In no event may tenders of the Notes pursuant to the Offer be revoked or amended (including, but not limited to, with respect to amount or price) except in the limited circumstances described in this Tender.

Offer Memorandum as described in “*Procedures for Tendering Notes - Withdrawal Rights*”. In the event of a termination of the Offer, Notes tendered will be returned to the tendering Noteholders promptly and the Electronic Instructions (as defined below) shall be deemed to be withdrawn.

Except for fees payable to the Tender Agent and the Dealer Manager, the Offeror will not pay any commissions or other remuneration to any broker, dealer, salesman, or other person for soliciting tenders of Notes.

A decision to participate or not participate in the Tender Offer will involve certain risks. For example, Noteholders will not be able to determine the Clearing Purchase Price at or prior to the time that Noteholders must make the decision whether to tender their Notes.

The Offeror may submit the Notes purchased pursuant to the Tender Offer (if any) for cancellation in accordance with the terms and conditions of the indenture governing the Notes (together, the “**Terms and Conditions**”). Accordingly, this transaction may reduce the aggregate principal amount of the Notes that otherwise might trade in the market, which could adversely affect the liquidity and market value of the remaining Notes that the Offeror do not purchase pursuant to the Tender Offer.

Noteholders must comply with all laws that apply in any place in which such Noteholders possess this Tender Offer Memorandum. Noteholders must also obtain any consents or approvals that are needed in order to tender Notes. None of the Offeror, the Issuer, the Company, their respective subsidiaries or affiliates, the Dealer Manager or the Tender Agent is responsible for Noteholders’ compliance with these legal requirements.

None of the Offeror, the Issuer, the Company, any of their respective subsidiaries or affiliates nor the Dealer Manager is providing Noteholders with any legal, business, tax or other advice in this Tender Offer. Noteholders should consult with their own advisors as needed to assist in making an investment decision and to advise on whether such Noteholders are legally permitted to tender Notes for cash.

As used in this Tender Offer Memorandum, “**Business Day**” means: for all purposes other than payments, any day (other than a Saturday, a Sunday, or a public holiday) on which commercial banks and foreign exchange markets are open for business in London and Luxembourg and for payment, any day (other than a Saturday, a Sunday, or a public holiday) on which commercial banks and foreign exchange markets are open for business in New York, London and Luxembourg.

All references in this Tender Offer Memorandum to euro or € refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

**CAUTIONARY STATEMENT REGARDING INFORMATION OR REPRESENTATIONS
NOT CONTAINED IN THIS TENDER OFFER MEMORANDUM**

Under no circumstances shall this Tender Offer Memorandum constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for the Notes in any jurisdiction in which such offer would be illegal. The Offer shall not give rise to or require a prospectus in a European Economic Area member state which has implemented the prospectus directive.

No person has been authorised to give any information or make any representations other than those contained in this Tender Offer Memorandum. If given or made, such information or representations must not be relied upon as having been authorised by the Offeror, the Issuer, the Company, the Trustee, the Dealer Manager, the Tender Agent or any other person.

The delivery of this Tender Offer Memorandum at any time does not imply that the information herein is correct as of any date subsequent to the date on the cover page hereof.

The Offer is not being made to, and no tenders are being solicited from, Holders or beneficial owners of Notes in any jurisdiction in which it is unlawful to make such Offer or tender. However, the Offeror may, in its sole discretion and in compliance with any applicable laws, take such actions as they may deem necessary to make such Offer in any jurisdiction and may extend the Offer to persons in such jurisdiction.

Within the United Kingdom, the Offer is directed only at persons having professional experience in matters relating to investments who fall within the definition of “investment professionals” in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (“**relevant persons**”). The investment or investment activity to which the Offer relates is only available to and will only be engaged with the relevant persons, and persons who receive the Offer who are not relevant persons should not rely or act upon it.

The making of the Offer, as applicable, may be restricted by law in some jurisdictions. Persons into whose possession this Tender Offer Memorandum comes must inform themselves about and observe these restrictions.

Beneficiary owners of Notes should handle this matter through their bank or broker. Questions concerning the terms of the Offer and requests for additional copies of this Tender Offer Memorandum or other related documents should be directed to the Tender Agent at the address or telephone number set forth on the back cover page hereof.

STATEMENT REGARDING INFORMATION CONTAINED IN THIS TENDER OFFER MEMORANDUM

The information provided in this Tender Offer Memorandum is based upon information provided by the Offeror, the Issuer and the Company. None of the Trustee, the Dealer Manager or the Tender Agent have independently verified nor made any representation or warranty, express or implied, nor assumes any responsibility, as to the accuracy or adequacy of the information contained herein.

None of the Offeror, the Issuer, the Company, the Dealer Manager nor the Tender Agent makes any recommendation as to whether a Holder should tender its Notes and what price, if any, to tender. Recipients of this Tender Offer Memorandum and the accompanying materials should not construe its contents as financial, tax, legal or other advice.

You are responsible for assessing the merits of the Offer with respect to Notes held by you. In accordance with normal practice, the Trustee expresses no opinion as to the merits of the Offer to any holder of Notes in this Tender Offer Memorandum (of which they were not involved in the negotiation) or as to the impact of the Offer on the interests of the Holders either as a class or as individuals. The Trustee has not been involved in the Offer or in formulating the Offer and makes no representation that all relevant information has been disclosed to you in this Tender Offer Memorandum. The Trustee will assess any direction it is given hereunder in accordance with its

rights and duties under the Indenture. Accordingly, the Trustee urges you to seek your own independent financial, tax, legal and other advice in connection with the Offer.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Tender Offer Memorandum includes forward-looking statements. All statements, other than statements of historical fact, included in this Tender Offer Memorandum regarding our financial condition or regarding future events or prospects are forward-looking statements. The words “aim,” “anticipate,” “believe,” “continue,” “estimate,” “expect,” “future,” “help,” “intend,” “may,” “plan,” “shall,” “should,” “will” or the negative or other variations of them as well as other statements regarding matters that are not historical fact, are or may constitute forward-looking statements. The Company, the Issuer and the Offeror have based these forward-looking statements on respective management’s current view with respect to future events and financial performance. These views reflect the best judgment of the Company’s, the Issuer’s and the Offeror’s management but involve a number of risks, uncertainties and assumptions. Should one or more of these risks or uncertainties materialise, or should underlying assumptions prove incorrect, actual results may differ materially from those predicted in the Company’s, the Issuer’s and the Offeror’s forward-looking statements and from past results, performance or achievements. All forward-looking statements contained in this Tender Offer Memorandum are qualified in their entirety by this cautionary statement.

The Company, the Issuer and the Offeror do not intend to update or revise any forward-looking statements whether as a result of new information, future events or otherwise. All subsequent written or oral forward-looking statements attributable to the Company, the Issuer and the Offeror, or persons acting on their behalf, are expressly qualified in their entirety by the cautionary statements contained throughout this Tender Offer Memorandum. As a result of these risks, uncertainties and assumptions, you should not place undue reliance on these forward-looking statements.

AVAILABLE INFORMATION

As long as the Notes are admitted to listing on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market and the rules and regulations of such exchange require, copies of reports and other information concerning the Offeror, the Issuer and the Company may be obtained, free of charge, during normal business hours on any business day at the office of the listing agent, The Bank of New York Mellon (Luxembourg) S.A., Vertigo Building-Polaris, 2-4 rue Eugène Ruppert, L-2453, the Grand Duchy of Luxembourg (the “**Luxembourg Listing Agent**”).

In addition, pursuant to Section 4.9 of the Indenture, the Company and the Issuer provide the Trustee with various periodic reports, which are available from the Trustee.

In addition, all notices with respect to the Offer and the results of the Offer will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

None of the Tender Agent, the Dealer Manager nor the Trustee takes any responsibility for the accuracy or completeness of the information contained in such documents and records, or for any failure by the Offeror to disclose events or circumstances which may have occurred or may affect the significance or accuracy of any such information.

Notwithstanding anything to the contrary contained herein, each Holder (and each employee, representative, or other agent of each Holder) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transactions described in this Tender Offer Memorandum and all materials of any kind that are provided to the Holder relating to such tax treatment and tax structure (as such terms are defined in Treasury Regulation section 1.6011-4). The authorization of tax disclosure is retroactively effective to the commencement of discussions with Holders regarding the transactions contemplated herein.

OFFER SUMMARY

The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Tender Offer Memorandum. Noteholders are urged to read the entire Tender Offer Memorandum thoroughly.

The Offeror	Huta Stali Jakościowych S.A.
The Issuer	Cognor International Finance plc.
The Company	Cognor S.A.
Overview	<p>The Offeror is inviting Noteholders to tender their Notes for cash to the Offeror. The Issuer is aware of and has raised no objection to the Offeror making the offer.</p> <p>The Offeror will determine (in its sole and absolute discretion) the Clearing Purchase Price for the Notes (including accrued and unpaid interest thereof up to but not including the Payment Date) within the Purchase Price Range that will allow the Offeror to purchase up to the applicable Total Offer Funds Available at the Clearing Purchase Price (subject to rounding and pro ration) or such lesser amount of Notes as are validly tendered and not properly withdrawn.</p> <p>The Offeror may accept Notes (if any) for purchase so that the Offer Consideration (including all amounts payable in respect of Accrued Interest thereon) in an amount no greater than the applicable Total Offer Funds Available.</p> <p>The Offeror reserves the right, in its sole and absolute discretion not to accept any tenders of the Notes, to spend less than the Total Offer Funds Available, or to modify in any manner any of the terms and conditions of the Tender Offer (including, but not limited to, modifying the Purchase Price Range (as described below)).</p>
Cash to be Received for Notes	<p>If Noteholders submit a valid tender of Notes pursuant to the Tender Offer, and the Offeror accepts such tender of such Notes, the Offeror (at its sole discretion) will, subject to the conditions described herein, pay such Noteholder, for each €1,000 principal amount of Notes accepted for purchase (subject to a minimum purchase of €40,000 aggregate principal amount of Notes by the Offeror and a minimum retention by such Noteholder of €40,000 if less than all of such Notes are accepted in the Tender Offer):</p> <ul style="list-style-type: none"> • the Clearing Purchase Price (rounded to the nearest cent, with €0.005 to be taken as a full cent); and • an amount in cash in euro equal to the Accrued Interest.
Purchase Price Range	<p>Tenders to the Offeror to purchase their Notes for cash (the “Purchase Offer Prices”) will be within €480 to €600, in each case inclusive, per €1,000 nominal amount of Notes (the “Purchase Price Range”), subject to amendment by</p>

the Offeror in its sole and absolute discretion, on the terms and subject to the conditions contained in this tender offer memorandum (the “**Tender Offer Memorandum**”) in accordance with a modified Dutch auction procedure (as described herein) for the Notes (the “**Tender Offer**” or “**Offer**”). As used in this Tender Offer Memorandum (i) the “**Lower Price Range**” means the purchase price range from and including €480 to, but not including €540 per €1,000 nominal amount of Notes and (ii) the “**Upper Price Range**” means the purchase price range from €540 to €600, in each case inclusive, per €1,000 nominal amount of Notes.

Total Offer Funds Available The Offeror proposes to accept for purchase an aggregate nominal amount of the Notes such that the total amount payable by the Offeror (including all amounts payable in respect of Accrued Interest (as defined below)) for all of the Notes accepted for purchase (if any) by it pursuant to the Tender Offer (the “**Offer Consideration**”) will be (i) not more than €10,000,000 (subject to rounding) if, based on the Purchase Offer Prices for Notes that will be tendered, the Clearing Purchase Price (as defined below) would be in the Lower Price Range, provided, that the total amount payable by the Offeror at the Lower Price Range is at least €3,000,000, (ii) up to €5,000,000 (subject to rounding) if, based on the Purchase Offer Prices for Notes that will be tendered, the Clearing Purchase Price would be in the Upper Price Range and there would be less than €3,000,000 payable had the Clearing Purchase Price been in the Lower Price Range, or (iii) such lower amount of up to €3,000,000 as has been tendered within the Purchase Price Range (the applicable total amount payable the “**Total Offer Funds Available**”), where all of (i), (ii) and (iii) are subject to the terms set forth herein.

Clearing Purchase Price The Clearing Purchase Price means the amount per €1,000 principal amount of the Notes within the Purchase Price Range that the Offeror determine in its sole and absolute discretion in accordance with the modified Dutch auction procedures that will allow the Offeror to purchase up to the maximum principal amount of Notes (plus Accrued Interest thereon) with the applicable Total Offer Funds Available (subject to rounding and pro ration) or such lesser amount of Notes as are validly tendered and not properly withdrawn.

The Clearing Purchase Price will be determined, and may be amended, by the Offeror in its sole and absolute discretion. Following the Expiration Date, the Offeror will determine the Clearing Purchase Price in its sole and absolute discretion. In the event of any dispute or controversy regarding the Clearing Purchase Price or the amount of Accrued Interest for each Note tendered pursuant to the Tender Offer, the Offeror’s determination shall be conclusive and binding in the absence of manifest error. Noteholders participating in the Tender Offer will not be required to pay brokerage commissions or fees to the

Tender Agent.

Offer Price Noteholders may submit one or more tenders of their Notes setting forth the price per €1,000 (rounded to the nearest €0.01) such Noteholder would be willing to accept in respect of the Notes tendered pursuant to the Offer (each, an “**Offer Price**”) and the principal amount of Notes, in increments of €1,000 or integral multiples thereof (subject to a minimum amount of €40,000 aggregate principal amount thereof of the Notes and a minimum retention by such Noteholder of €40,000 of Notes if less than all of such Noteholder’s Notes are accepted in the Tender Offer), Noteholders are tendering at that Offer Price, provided that all Offer Prices must be within the Purchase Price Range.

Acceptance of Tendered Notes and the Proration Factor

The Offeror will select the Clearing Purchase Price and will purchase all Notes purchased in the Offer at the same purchase price (being the Clearing Purchase Price), even if you have selected a lower purchase price, but the Offeror will not purchase any Notes tendered at a price above the Clearing Purchase Price selected by the Offeror.

The Offer is not conditioned on any minimum number of Notes being tendered. If the aggregate principal amount of Notes validly tendered is such that no Clearing Purchase Price within the Purchase Price Range allows the Offeror to spend at least the applicable Total Offer Funds Available, all Notes tendered will be accepted and the highest Offer Price selected by a tendering Holder will be paid to all tendering Holders.

In the event that the aggregate purchase price for the purchase of Notes validly tendered on or prior to the Expiration Date at or below the Clearing Purchase Price (including Accrued Interest) would exceed the applicable Total Offer Funds Available, then, in accordance with the terms and subject to the conditions of the Offer, the Offeror will accept for purchase first, all Notes validly tendered and not withdrawn below Clearing Purchase Price and, thereafter, Notes validly tendered and not withdrawn at the Clearing Purchase Price on a *pro rata* basis from among such tendered Notes (with appropriate adjustments to avoid purchases of Notes in a principal amount other than an integral multiple of €40,000 and a minimum retention by such Noteholder of €40,000 if less than all of such Notes are accepted in the Tender Offer) (the “**Proration Factor**”).

Notes that are not successfully tendered for purchase pursuant to the Tender Offer will remain outstanding.

The Offeror may elect not to purchase any Notes (regardless of the Offer Price), not to purchase Notes or to spend less than the Total Offer Funds Available.

Announcement of Final Results	Following the Expiration Date, the Offeror will determine, in its sole discretion the aggregate principal amount of Notes accepted for purchase (which purchase shall be subject to the satisfaction in full or waiver of the Conditions on or prior to the Payment Date), the Clearing Purchase Price and the Proration Factor, if any, for the Notes that the Offeror accept for purchase pursuant to the Offer, subject to the conditions described in this Tender Offer Memorandum. The Offeror will announce such information on the Price Announcement Date. The Offeror will also announce the expected aggregate principal amount the Notes remaining outstanding following the completion of the Tender Offer.
Expiration Date	The Expiration Date of the Tender Offer shall be 10:00am, London time, on December 24, 2015, unless earlier terminated or extended by the Offeror, and if extended, the Expiration Date shall be such later time and date.
Procedures for Tendering Notes	If Noteholders wish to tender their Notes pursuant to the Offer, such Noteholder must deliver a tested telex, authenticated SWIFT message, a Euclid server or Creation instruction (each an “ Electronic Instruction ”), as provided in “ <i>Procedures for Tendering Notes</i> ”. For further information on how to tender, Noteholders should contact the Tender Agent or consult their broker, dealer, commercial bank, trust company or other nominee for assistance. A separate Electronic Instruction must be submitted by or on behalf of each beneficial owner.
Accrued Interest	Interest accrued and unpaid on the Notes from the immediately preceding interest payment date for the Notes to (but excluding) the Payment Date to all holders whose Notes have been validly tendered (and not validly withdrawn) and accepted for purchase.
Amendment, Extensions, Waiver of Conditions to, or Termination of, the Tender Offer	The Offeror may at any time or from time to time, regardless of whether or not any of the Conditions (as defined below) to the Tender Offer specified under “ <i>The Tender Offer—Conditions to the Offers</i> ” shall have occurred, subject to applicable law (i) extend the Expiration Date and/or the Payment Date for the Tender Offer and thereby delay acceptance for payment of, and the payment for, any Notes, by giving notice of such extension to the Tender Agent and by publishing a press release, (ii) amend the Tender Offer in any respect by giving notice of such amendment to the Tender Agent and by publishing a press release, or (iii) waive in whole or in part any Condition and accept for payment and purchase all Notes validly tendered (and not validly withdrawn) at or prior to the Expiration Date. The Offeror may, in its sole discretion, terminate or withdraw the Tender Offer, whether on, before or after the Expiration Date, for any reason, subject to applicable law. The Offeror is likely to exercise such right to terminate the Tender Offer if any of the Conditions shall not have been

satisfied or waived by the Offeror. Please see “*Procedures for Tendering Notes—Extension, Termination or Amendment*”.

Conditions to the Tender Offer..... Notwithstanding any other provision of the Tender Offer (or any extension of or amendments to the Tender Offer), the Offeror will not be required to accept for payment, or pay for, any Notes tendered or accepted for purchase and may terminate the Tender Offer and may postpone the acceptance of any Notes tendered or delay payment for Notes accepted for payment, or delay consummation of the Tender Offer if, on or prior to the Payment Date:

- the Clearing Purchase Price shall not have been within the Purchase Price Range; or
- certain additional conditions as detailed in the section of this Tender Offer Memorandum entitled “*The Tender Offer— Conditions to the Offers*” shall not have been met.

Certain Consequences to Noteholders Who Do Not Tender their Notes..... To the extent that the Offeror’s purchase of Notes pursuant to the Tender Offer will reduce the aggregate principal amount of Notes outstanding, the liquidity of the Notes and, consequently, the market prices for any Notes that remain outstanding upon consummation of the Tender Offer may be adversely affected. Please see “*Risk Factors*”.

Withdrawal of Notes Tender of Notes may be withdrawn at any time prior to the Expiration Date. No consideration shall be payable in respect of Notes so withdrawn.

Acceptance for Payment and Payment Once the Offeror has announced the final results of the Offer in accordance with applicable law, the Offeror’s acceptance of tendered Notes in accordance with the terms of the Offer will be irrevocable, subject only to satisfaction in full or waiver of the Conditions on or prior to the Payment Date. Tenders of Notes, as so accepted, will constitute binding obligations of the submitting Noteholders and the Offeror to settle the Tender Offer, subject only to satisfaction in full or waiver of the Conditions on or prior to the Payment Date. If the Tender Offer is not earlier extended or terminated, the Offeror will, on the first business day following the Expiration Date, accept for payment all Notes validly tendered and not validly withdrawn (which payment shall be subject to the satisfaction in full or waiver of the Conditions on or prior to the Payment Date). The Offeror will publicly announce the acceptance by press release delivered to the Tender Agent and distributed through the newswire services and published on the website of the Luxembourg Stock Exchange on the Price Announcement Date.

Payment for Notes validly tendered and accepted for payment which are represented by accounts in Euroclear or Clearstream, as the case may be, will be made in immediately available funds on the Payment Date through the facilities of Euroclear and Clearstream if all of the Conditions have been satisfied or waived on or prior to the Payment Date. The payment of such amounts through the Clearing Systems will discharge the obligations of the Offeror in respect of payment of the Clearing Purchase Price and the amount in cash in euro equal to the Accrued Interest.

Payment Date	If the Tender Offer is consummated, the Payment Date is expected to be December 31, 2015 (or on a date as soon as practicable thereafter).
Certain Tax Considerations	This Tender Offer Memorandum discusses certain tax consequences for Noteholders of the purchase of Notes by the Offeror. See “ <i>Tax Considerations</i> ”.
Brokerage Commissions	Holders of the Notes will not be required to pay any brokerage commissions to the Dealer Manager or the Tender Agent in connection with the tender of such Notes for purchase pursuant to the Offer.
Dealer Manager	The Dealer Manager for the Tender Offer is Stifel Nicolaus Europe Limited.
Trustee	The Bank of New York Mellon (Luxembourg) S.A.
Tender Agent	Lucid Issuer Services Limited.
Additional Documentation; Further Information; Assistance	Any questions or requests for assistance or for additional copies of this Tender Offer Memorandum or related documents may be directed to the Tender Agent at its telephone number and email address set forth on the back cover page of this Tender Offer Memorandum. Noteholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Tender Offer.
Jurisdictions	The Offeror are making the Offer only in those jurisdictions where it is legal to do so. See “ <i>Offer and Distribution Restrictions</i> ”.

SOURCE OF FUNDS

The Offeror intends to fund the purchase of the Notes (if any) hereunder with available cash-on-hand, and drawings under the available lines of credit.

RISK FACTORS

Before making a decision with respect to the Offer, Noteholders should carefully consider, in addition to the other information contained in this Tender Offer Memorandum, the following:

There may be a less liquid trading market for Notes that remain outstanding following the Tender Offer.

Although the Notes that are not validly tendered by holders or accepted by the Offeror will continue to be listed on the Luxembourg Stock Exchange, to the extent tenders of Notes in the Tender Offer are accepted by the Offeror and such Tender Offer is completed, the trading markets for the relevant Notes that remain outstanding following such completion may be significantly more limited due to the reduction in the amount of the Notes outstanding upon consummation of the Tender Offer. Such remaining Notes may command a lower price than a comparable issue of securities with greater market liquidity. A reduced market value and liquidity may also make the trading price of such remaining Notes more volatile. As a result, the market price for such Notes that remain outstanding after the completion of the Tender Offer may be adversely affected as a result of the Tender Offer. Neither the Offeror nor the Dealer Manager has any duty to make a market in any such remaining Notes.

No obligation to accept tenders of Notes for purchase.

The Offeror are under no obligation to accept any tender of Notes for purchase pursuant to the Tender Offer. Tenders of Notes for purchase may be rejected in the sole discretion of the Offeror for any reason and the Offeror are not under any obligation to Noteholders to furnish any reason or justification for refusing to accept a tender of Notes for purchase. Even if a tender of Notes is accepted, such acceptance or the payment of the relevant consideration may be delayed.

No recommendation has been made as to whether Noteholders should tender the Notes.

The Clearing Purchase Price to be paid by the Offeror with respect to the Notes, will have no necessary relationship to the actual value of the Notes. Noteholders should independently analyse the value of the Notes and make an independent assessment of the terms of the Offer. None of the Offeror, the Issuer, the Company, the Dealer Manager, the Trustee or the Tender Agent has expressed any opinion as to whether the terms of the Offer are fair. None of the Offeror, the Issuer, the Company, the Dealer Manager, the Trustee or the Tender Agent makes any recommendation that Noteholders should tender their Notes or refrain from doing so pursuant to the Offer, and no one has been authorised by any of them to make any such recommendation.

The Notes may be acquired through other transactions after the Tender Offer terminates and there is no assurance as to whether the Tender Offer gives Noteholders more value than such other transactions.

From time to time after the Tender Offer terminates, the Offeror, the Issuer, the Company or their affiliates may acquire any Notes that are not tendered and accepted in the Tender Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemptions or otherwise, upon such terms and at such prices as the Offeror may determine (or as may be provided for in the relevant indenture). The value received in any such transaction might be more or less than that offered in the Tender Offer and could be for cash or other consideration.

Upon tender, the Notes will be held in blocked accounts.

When considering whether to tender Notes in the Tender Offer, Noteholders should take into account that restrictions on the transfer of the Notes by Noteholders will apply from the time of submission of an Electronic Instruction. A Noteholder will, on submitting an Electronic Instruction, be deemed to agree that the relevant Notes will be blocked in the relevant Clearing System with effect from the date the relevant tender of Notes is made until the earliest of (i) the date on which the tender of the relevant Notes is terminated or on which it is revoked, in the limited circumstances in which such revocation is

permitted (including the automatic revocation on the termination of the Tender Offer), in accordance with the terms of the Tender Offer and (ii) in the case of Noteholders that have tendered Notes in the Tender Offer, the time of settlement on the Payment Date.

Noteholders are responsible for complying with the procedures of the Tender Offer.

Noteholders are responsible for complying with all of the procedures for submitting an Electronic Instruction in the Tender Offer. None of the Offeror, the Issuer, the Company, the Dealer Manager or the Tender Agent assumes any responsibility for informing Noteholders of irregularities with respect to an Electronic Instruction in the Tender Offer.

The Offer may or may not be completed or may be terminated or amended.

Until the Offeror announce whether they have decided to accept valid tenders of Notes pursuant to the Offer, no assurance can be given that any of the Offer will be completed. In addition, subject to applicable law and as provided in this Tender Offer Memorandum, the Offeror may, in its sole discretion, extend, re-open, amend or terminate any Offer at any time before such announcement and may, in its sole discretion, waive any of the conditions to any Offer either before or after such announcement.

Noteholders are responsible for consulting with their advisers.

Noteholders should consult their own tax, accounting, financial and legal advisers regarding the suitability to themselves of the tax, or accounting, legal or other consequences of participating in the Offer.

THE TENDER OFFER

Introduction

The Offeror hereby invites Noteholders to tender their Notes to the Offeror for cash pursuant to the Offer on the terms and subject to the conditions contained in this Tender Offer Memorandum in accordance with a modified Dutch auction procedure for the Notes.

The Offeror will determine the Clearing Purchase Price and the aggregate principal amount of each of the Notes to be purchased based on the modified Dutch auction procedures.

The Offeror propose to accept for purchase an aggregate nominal amount of Notes such that the Offer Consideration is equal to the Total Offer Funds Available (subject to rounding). The Offeror reserves the right, in its sole and absolute discretion, not to accept any tenders of the Notes, to spend less than the Total Offer Funds Available, or to modify in any manner any of the terms and conditions of the Tender Offer.

Conditions to the Offer

General Conditions

The Offeror expressly reserves the right, in its sole discretion, to delay acceptance of, or to reject, tenders of Notes pursuant to the Tender Offer in order to comply with applicable laws. In all cases, the purchase of Notes for cash pursuant to the Tender Offer will only be made after the submission of a valid Electronic Instruction in accordance with the procedures described in “*Procedures for Tendering Notes*” including the blocking of the Notes tendered in the relevant account in the relevant Clearing System, from the date the relevant Electronic Instruction is submitted until the earlier of (i) the time of settlement on the Payment Date and (ii) the date of any termination of the Tender Offer (including where such Notes are not accepted by the Offeror for purchase) or on which the Electronic Instruction is revoked, in the limited circumstances in which such revocation is permitted. The Offeror will at all times have the discretion to accept for purchase any Notes tendered in the Tender Offer the tender of which would otherwise be invalid or, in the sole opinion of the Offeror, may otherwise be invalid. The Offeror is under no obligation to accept any tender of Notes for purchase pursuant to the Tender Offer. Tenders of Notes for purchase may be rejected in the sole discretion of the Offeror for any reason and the Offeror is under no obligation to Noteholders to furnish any reason or justification for refusing to accept a tender of Notes for purchase. For example, tenders of Notes for purchase may be rejected if the Offer is terminated, if such Offer does not comply with the relevant requirements of a particular jurisdiction or for any other reason. Noteholders are advised that the Offeror may, in its sole discretion, accept tenders of Notes pursuant to the Offer on more than one date if such Offer is extended or re-opened. The failure of any person to receive a copy of this Tender Offer Memorandum or any announcement made or notice issued in connection with the Tender Offer shall not invalidate any aspect of the Tender Offer. No acknowledgement of receipt of any Electronic Instruction and/or other documents will be given by the Offeror, the Dealer Manager or the Tender Agent.

Special Conditions

Notwithstanding any other provisions of the Tender Offer, or any extension of the Tender Offer, the Offeror will not be required to purchase Notes, and the Offeror may terminate the Tender Offer or, at its option, modify, extend or otherwise amend the Tender Offer for any reason including if on or prior to the Payment Date, as it may be extended from time to time, the Clearing Purchase Price shall have been within the Purchase Price Range. The Conditions are for the Offeror’s sole benefit and may be waived in whole or in part, and at the Offeror’s absolute discretion.

Any determination made by the Offeror concerning an event, development or circumstance described or referred to above shall be conclusive and binding.

If any of the Conditions are not satisfied, the Offeror may on or prior to the Payment Date:

- (1) terminate the Offer and unblock all tendered Notes in the securities account(s) of the holders of tendered Notes at the relevant Clearing System;
- (2) modify, extend or otherwise amend the Tender Offer and cause or request the blocking of all tendered Notes in Noteholders' accounts in Euroclear or Clearstream to continue until the Payment Date, as extended; or
- (3) waive the unsatisfied Conditions with respect to the Tender Offer and accept all Notes tendered and not previously withdrawn.

In addition, the Offeror may, in its sole discretion, terminate or withdraw the Tender Offer on or prior to the Payment Date, for any reason, subject all applicable laws. Please see *“Procedures for Tendering Notes—Extension, Termination or Amendment”*.

The Offeror reserves the right, in its absolute discretion, to purchase or make offers to purchase any Notes that remain outstanding subsequent to the Expiration Date and, to the extent permitted by applicable law, purchase Notes in the open market at any price, in privately negotiated transactions or otherwise. The terms of any such purchases or offers could differ from the terms of the Tender Offer. Any purchase or offer to purchase will not be made except in accordance with applicable law.

PROCEDURES FOR TENDERING NOTES

Noteholders who need assistance with respect to the procedures for participating in the Tender Offer should contact the Tender Agent, the contact details of which are on the last page of this Tender Offer Memorandum.

Summary of Action to be Taken

The Offeror will only accept tenders of Notes for purchase pursuant to the Tender Offer which are made by way of the submission of valid Electronic Instructions in accordance with the procedures set out in this section “*Procedures for Tendering Notes*”.

To tender Notes for purchase pursuant to the Tender Offer, a Noteholder should deliver, or arrange to have delivered on its behalf, via Euroclear or Clearstream and in accordance with the requirements of such Clearing System, a valid Electronic Instruction that is received by the Tender Agent at or prior to the Expiration Date.

Noteholders are advised to check with any bank, securities broker or other intermediary through which they hold Notes whether such intermediary needs to receive instructions from a holder before the deadlines specified in this Tender Offer Memorandum in order for that holder to be able to participate in, or (in the limited circumstances in which revocation is permitted) revoke their instruction to participate in, the Tender Offer before the deadlines specified in this Tender Offer Memorandum.

The deadlines set by each Clearing System for the submission and withdrawal of Electronic Instructions may be earlier than the relevant deadlines specified in this Tender Offer Memorandum.

Electronic Instructions

To tender a series of Notes by Electronic Instruction, a Noteholder should either (i) contact Euroclear or Clearstream for participation procedures and deadlines regarding the submission of a tested telex, authenticated SWIFT message, a Euclid server or Creation instruction to authorise the tendering of Notes which will be subject to the relevant Noteholder’s representations and warranties set forth herein (please see “—*Representations, Warranties and Undertakings*”) and the blocking of the relevant accounts in Euroclear or Clearstream, as the case may be; or (ii) request such Noteholder’s broker, dealer, bank, trust company or other nominee to effect the submission of an Electronic Instruction to authorise the tendering of Notes which will be subject to the relevant Noteholder’s and nominated beneficial owner’s representations and warranties set forth herein (please see “—*Representations, Warranties and Undertakings*”) and the blocking of the relevant accounts in Euroclear or Clearstream for such holder. Noteholders whose Notes are held on their behalf by a broker, dealer, bank, trust company or other nominee must contact such entity if they desire to tender their Notes in the Tender Offer as described herein.

Notwithstanding the delivery of the tenders by each Noteholder by means of an Electronic Instruction, each Noteholder thereby agrees that such Electronic Instruction constitutes a written tender. A separate Electronic Instruction must be submitted by or on behalf of each beneficial owner.

Each Electronic Instruction, by which Noteholders are to effect their tender of their Notes, should include (a) the name of the tendering Noteholder, (b) the aggregate principal amount of Notes which the Noteholder wishes to tender, (c) the name of the Direct Participant and the securities account number for the relevant Clearing System in which the Notes are held, (d) an authorisation of Euroclear or Clearstream, as the case may be, to block the Notes tendered so that no transfers may be effected in relation to such Notes at any time from and including the date on which the Noteholder submits its Electronic Instruction until the termination or withdrawal of the Tender Offer, all in accordance with the normal procedures of such Clearing System and after taking into account the deadlines imposed by such Clearing System, (e) the Offer Price and (f) the series of Notes (including ISIN) to which the instruction refers.

The tendering of Notes in the Offer will be deemed to have occurred upon receipt by the Tender Agent from the relevant Clearing System of a valid Electronic Instruction submitted in accordance with the requirements of such Clearing System.

The receipt of such Electronic Instruction by Euroclear or Clearstream may be acknowledged in accordance with the standard practices of Euroclear or Clearstream.

Direct Participants may submit Electronic Instructions. Each Noteholder that is not a Direct Participant must arrange for the Direct Participant through which such Noteholder holds its Notes to submit a valid Electronic Instruction on its behalf to the relevant Clearing System before the deadlines specified by the relevant Clearing System.

No Letter of Transmittal

No letter or transmittal or consent need be executed in relation to the Offer.

Representations, Warranties and Undertakings

By submitting an Electronic Instruction to the relevant Clearing System, a Noteholder, and any person in whose name such Noteholder has nominated Notes to be tendered (the “**Nominated Beneficial Owner**”), is deemed to represent, warrant and undertake to the Offeror and the Dealer Manager as of the date of submission of such Electronic Instruction, the Expiration Date and the Payment Date that:

- (1) it has received and reviewed this Tender Offer Memorandum and all other information as it deems necessary or appropriate in order to make its decision and has undertaken an appropriate analysis of the implications of such Offer, without reliance on the Offeror;
- (2) the Notes are, at the time of tender, and will continue to be, held by it at the relevant Clearing System, until the earliest of (i) the Payment Date or (ii) the termination or withdrawal of the Tender Offer;
- (3) the Notes have been blocked in the securities account to which such Notes are credited in the relevant Clearing System with effect from, and including, the date on which either the Electronic Instruction was received by the relevant Clearing System until the earliest of (i) the Payment Date or (ii) the termination or withdrawal of the Tender Offer, all in accordance with the normal procedures of such Clearing System and after taking into account the deadlines imposed by such Clearing System;
- (4) its tender of Notes is made in compliance with any law and regulation of its jurisdiction of incorporation or residence; it has obtained all requisite governmental, exchange control or other required consents; complied with all requisite formalities; and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any offer or acceptance in any jurisdiction and that it has not taken or omitted to take any action in breach of the terms of the Offer or which will or may result in the Offeror, the Issuer, the Company, the Dealer Manager, the Tender Agent, or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer;
- (5) it is not located or resident in Belgium or if it is located or resident in Belgium it is a qualified investor, in the sense of Article 10 of the Belgian Law of 16 June 2006 on the public offer of placement instruments and the admission to trading of placement instruments on regulated markets (as amended from time to time), acting on its own account or acting in accordance with the circumstances set out in Article 6, §4 of the Belgian Public Offer Law;
- (6) it is not located in Italy or, if it is located in Italy, it is an authorized person or is tendering Notes through an authorised person (such as an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Italian Legislative Decree No. 58 of 24 February 1998, as amended, CONSOB Regulation No. 16190 of 29 October 2007, as amended, and Italian Legislative Decree No. 385 of 1

September 1993, as amended) and in compliance with applicable laws and regulations or with requirements imposed by CONSOB, or any other Italian authority;

- (7) it is not resident and/or located in the United Kingdom or, if it is resident and/or located in the United Kingdom, it is a person falling within the definition of investment professional (as defined in Article 19(5) of the Financial Promotion Order) or within Article 43 of the Financial Promotion Order, or to whom this Tender Offer Memorandum may lawfully be communicated in accordance with the Financial Promotion Order;
- (8) it is not located or resident in France or, if it is located or resident in France, it is (i) a provider of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*); and/or (ii) a qualified investor (*investisseur qualifié*) acting for its own account, all as defined in and in accordance with Articles L.411-1, L.411-2 and D.411-1 and D.411-3 of the French *Code monétaire et financier*;
- (9) upon the terms and subject to the Conditions of the Offer, it tenders for purchase in such Offer the nominal amount of Notes blocked in its account in the relevant Clearing System and, subject to and effective on such purchase by the Offeror, it renounces all right, title and interest in and to all such Notes purchased by or at the direction of the Offeror and waives and releases any rights or claims it may have against the Offeror with respect to any such Notes and such Offer;
- (10) it agrees to ratify and confirm each and every act or thing that may be done or effected by the Offeror, any of its directors or any person nominated by the Offeror in the proper exercise of his or her powers and/or authority hereunder;
- (11) it agrees to do all such acts and things as shall be necessary and execute any additional documents deemed by the Offeror to be desirable, in each case to complete the transfer of the relevant Notes to the Offeror or their nominee against payment to it of the Clearing Purchase Price and the Accrued Interest payable for such Notes and/or to perfect any of the authorities expressed to be given hereunder;
- (12) all authority conferred or agreed to be conferred pursuant to its acknowledgements, agreements, representations, warranties and undertakings, and all of its obligations shall be binding upon its successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, its death or incapacity;
- (13) no information has been provided to it by the Offeror, the Issuer, the Company, the Dealer Manager, the Trustee or the Tender Agent, or any of their respective directors or employees, with regard to the tax consequences for Noteholders of the purchase of Notes by the Offeror pursuant to the Offer and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Offer and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Offeror, the Issuer, the Company, the Dealer Manager or the Tender Agent, or any of their respective directors or employees, or any other person in respect of such taxes and payments;
- (14) it is not a person to whom it is unlawful to make an invitation pursuant to the Offer under applicable securities laws and it has (before submitting, or arranging for the submission on its behalf, as the case may be, of the Electronic Instruction in respect of the Notes it is tendering for purchase) complied with all laws and regulations applicable to it for the purposes of its participation in the Offer;
- (15) it has full power and authority to tender the Notes it has tendered in the Offer and, if such Notes are accepted for purchase by the Offeror such Notes will be transferred to, or to the order of the Offeror with full title free from all liens, charges and encumbrances, not subject

to any adverse claim and together with all rights attached to such Notes, and it will, upon request, execute and deliver any additional documents and/or do such other things deemed by the Offeror to be necessary or desirable to complete the transfer and cancellation of such Notes or to evidence such power and authority; and

- (16) it accepts that the Offeror are under no obligation to accept tenders of Notes for purchase pursuant to the Offer, and accordingly such tender may be accepted or rejected by the Offeror in their sole discretion and for any reason.

By submitting an Electronic Instruction to the relevant Clearing System, a Noteholder or its Nominated Beneficial Owner (if any) acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of such Noteholder and the tenders given by such Noteholder or its Nominated Beneficial Owner (if any) shall be binding (to the extent applicable in law) upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of such Noteholder or its Nominated Beneficial Owner (if any) and shall not be affected by, and shall survive, the death or incapacity of such Noteholder or its Nominated Beneficial Owner (if any).

All tenders will be made on the basis of the terms set out in this Tender Offer Memorandum and on the Expiration Date will become irrevocable. Notes may only be tendered by submission of a valid Electronic Instruction to the relevant Clearing System no later than the Expiration Date.

The Notes for which tenders have been given will be unblocked in the relevant Clearing System upon the earliest of (i) the termination or withdrawal of the Tender Offer, or (ii) in the case of Notes in respect of which the tender has been withdrawn, the date on which such tender is validly withdrawn.

The receipt of an Electronic Instruction by the relevant Clearing System will be acknowledged in accordance with the standard practices of such Clearing System. All questions as to validity, form and eligibility (including time of receipt) of any Electronic Instruction will be determined solely by the Offeror. Such determination as to whether or when an Electronic Instruction is received, whether it is duly completed and signed or whether a tender is validly withdrawn shall be final and binding.

Noteholders should ensure that the relevant Clearing System in which Notes are held has received instructions (with which it has complied) to block such Notes in the securities account to which they are credited with effect from, and including, the day on which the Electronic Instruction is submitted so that no transfers may be effected in relation to such Notes at any time after such date until the earliest of (i) the termination or withdrawal of the Tender Offer, or (ii) in the case of Notes in respect of which the tender has been withdrawn, the date on which such tender is validly withdrawn. Notes should be blocked in accordance with the procedures of the relevant Clearing System and the deadlines required by the Clearing System. The Offeror and the Tender Agent shall be entitled to accept submission of an Electronic Instruction as deemed confirmation that such Notes have been so blocked.

Beneficial owners of Notes who are not direct participants in Euroclear or Clearstream must contact their broker, dealer, bank, custodian, trust company or other nominee to arrange for their direct participant in Euroclear or Clearstream, as the case may be, through which they hold Notes to submit a valid Electronic Instruction to the relevant Clearing System prior to the Expiration Date. The beneficial owners of Notes that are held in the name of a broker, dealer, bank, custodian, trust company or other nominee or custodian should contact such entity sufficiently in advance of the Expiration Date if they wish to tender and procure that the Notes are blocked in accordance with the normal procedures of the relevant Clearing System and the deadlines imposed by such Clearing Systems.

Tender of Notes in Physical Form

All Noteholders hold the Notes through Clearing System accounts and there are no Notes in physical form.

No Guaranteed Delivery

There are no guaranteed delivery procedures provided by the Offeror in connection with this Tender Offer Memorandum. Beneficial owners of Notes that are held in the name of a custodian must contact such entity sufficiently in advance of the Expiration Date if they wish to tender.

Direct Participants in Euroclear or Clearstream tendering their Notes must give authority to Euroclear and Clearstream to disclose their identity to the Tender Agent.

Withdrawal Rights

Tenders of Notes may be withdrawn at any time prior to the Expiration Date but no consideration shall be payable in respect of Notes so withdrawn.

If, for any reason whatsoever, acceptance for payment of or payment for any Notes tendered pursuant to the Offer is delayed (whether before or after the Company's acceptance for payment of Notes) or the Company is unable to accept for or pay for the Notes tendered pursuant to the Offer, the Offeror, the Issuer or the Company may (without prejudice to its rights set forth herein) instruct the applicable Clearing System to retain tendered Notes, and such Notes may not be withdrawn except to the extent that the tendering holder is entitled to withdrawal rights as described herein.

Any permitted withdrawal of Notes may not be rescinded, and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer, provided, however, that withdrawn Notes may be re-tendered by again following one of the appropriate procedures described herein at any time prior to the Expiration Date.

Any Notes that have been tendered but which are not purchased will be returned to the holder thereof without cost to such holder promptly following the earlier to occur of the Expiration Date or the date on which the Offer is terminated without any Notes being purchased thereunder.

All questions as to the validity, form and eligibility (including time of receipt) of notices of withdrawal will be determined by the Company, in the Company's sole discretion which determination shall be final and binding. None of the Company, the Offeror, the Issuer, the Dealer Manager, the applicable Clearing System or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or will incur any liability for failure to give any such notification.

Extension, Termination or Amendment

Subject to applicable laws, the Offeror expressly reserves the right, in its sole discretion, at any time and from time to time, and regardless of whether any events preventing satisfaction of the conditions to the Tender Offer shall have occurred or shall have been determined by the Offeror to have occurred, to (i) extend the period during which the Tender Offer is open, (ii) re-open or amend the Offer in any respect, (iii) amend the timing of the Tender Offer including delaying the Expiration Date and/or the Payment Date and (iv) terminate the Offer by giving oral (to be confirmed in writing) or written notice of such extension to the Tender Agent and by making public disclosure by press release or other appropriate means of such extension, re-opening, amendment or termination to the extent required by law. During any extension, re-opening or amendment of the Tender Offer, all Notes previously tendered will remain subject to the Tender Offer and may, subject to the terms and conditions of the Tender Offer, be accepted for purchase by the Offeror. Please see also "*Announcements*". Any waiver, amendment or modification of the Tender Offer will apply to all Notes tendered pursuant to the Tender Offer. If the Offeror make a change that the Offeror determine to be material in any of the terms of the Tender Offer or waives a condition of the Tender Offer that the Offeror determine to be material, the Offeror will give oral (to be confirmed in writing) or written notice of such amendment or such waiver to the Tender Agent and will announce such changes by press release and through the Clearing Systems as promptly as possible and extend the Tender Offer as the Offeror determine necessary and to the extent required by law.

The Offeror may terminate or withdraw at its sole discretion the Tender Offer at anytime and for any reason, including, if any of the Conditions is not satisfied or waived on or after the Expiration Date. There can be no assurance that the Offeror will exercise its right to extend, terminate or amend the Tender Offer.

During any extension and irrespective of any amendment to the Tender Offer, all Notes previously tendered will remain subject to the Tender Offer and may be accepted thereafter for purchase by the Offeror, subject to compliance with applicable law. In addition, the Offeror may waive conditions (including one or more of the Conditions) without extending the Offer in accordance with applicable law.

Announcements

Any extension, termination, re-opening or amendment of the Tender Offer will be followed as promptly as practicable by announcement thereof, such announcement in the case of an extension to be issued no later than 9:00 a.m. London time on the next business day following the previously scheduled Expiration Date and/or the Payment Date. Unless stated otherwise, announcements in connection with the Tender Offer will be made through a press release to be disseminated through the newswire services and by publication on the Luxembourg Stock Exchange's website at www.bourse.lu. Such announcements may also be made by the delivery of notices to the Clearing Systems for communication to Direct Participants. Copies of all such announcements, press releases and notices can also be obtained from the Tender Agent, the contact details for which are on the last page of this Tender Offer Memorandum. Significant delays may be experienced where notices are delivered to the Clearing Systems and Noteholders are urged to contact the Tender Agent for the relevant announcements during the course of the Tender Offer. In addition, Noteholders may contact the Dealer Manager for information using contact details on the last page of this Tender Offer Memorandum.

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES

The following is a general discussion of certain material U.S. federal income consequences to U.S. Holders and Non-U.S. Holders (as defined below) of the sale of Notes pursuant to the Offer. This discussion is based on current provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), Treasury regulations promulgated thereunder and administrative and judicial interpretations thereof, all as in effect or proposed on the date hereof and all of which are subject to change, possibly with retroactive effect, or different interpretations. No advance tax ruling has been sought or obtained from the Internal Revenue Service (the “**IRS**”) regarding the U.S. federal income tax consequences of any of the transactions described herein. If the IRS contests a conclusion set forth herein, no assurance can be given that a holder would ultimately prevail in a final determination by a court. This discussion is for general information only and does not address all of the tax consequences that may be relevant to specific beneficial owners of the Notes in light of their particular circumstances or to beneficial owners of the Notes subject to special treatment under U.S. federal income tax laws (such as banks, insurance companies, tax-exempt entities, retirement plans, dealers in securities or currencies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, brokers, expatriates, partnerships, other pass-through entities, persons who hold their Notes as part of a straddle, hedge, conversion transaction or other integrated investment, persons whose functional currency is not the U.S. dollar or persons subject to the alternative minimum tax). This discussion does not address any U.S. state and local or non-U.S. tax consequences or non-income tax consequences (such as estate or gift tax consequences), or the Medicare surtax on “net investment income.” This discussion also assumes that the Notes are held as capital assets.

As used in this discussion, the term “U.S. Holder” means a beneficial owner of Notes that is, for U.S. federal income tax purposes, one of the following:

- an individual who is a citizen or resident of the United States;
- a corporation created or organised in or under the laws of the United States or of any State thereof or therein, including the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax regardless of the source thereof; or
- a trust with respect to which a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of its substantial decisions, or certain electing trusts that were in existence on August 19, 1996 and were treated as domestic trusts on that date.

If a partnership (including any entity treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of Notes, the treatment of a partner in the partnership will generally depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Notes and the partners therein should consult their tax advisors regarding the tax consequences to them of the sale of Notes pursuant to the Offer.

The term “Non-U.S. Holder” means a beneficial owner of a Note that is neither a U.S. Holder nor a partnership for U.S. federal income tax purposes.

U.S. Holders

Characterisation of the Notes

The Company and the Holders have agreed, for U.S. federal income tax purposes, to treat the Notes as indebtedness that is subject to the regulations governing contingent payment debt instruments. Accordingly, the remainder of this discussion assumes that the Notes are so treated.

Sale of Notes Pursuant to the Offer

A sale of Notes pursuant to the Offer will be a taxable transaction to a U.S. Holder. Upon such sale, a U.S. Holder generally will recognise gain or loss equal to the difference between the amount realised (as determined under Treasury Regulation section 1.988-6(b)) upon such sale and the adjusted tax basis of the Note. Any gain from the sale a Note will be translated into U.S. dollars at the spot rate on the payment date and will be treated as ordinary income. Loss from the disposition of a Note generally will be treated as ordinary loss to the extent of your prior net OID inclusions with respect to the Note. Any loss in excess of that amount will be treated as capital loss, which will be long-term if the Note was held for greater than one year. The deductibility of net capital losses by individuals and corporations is subject to certain limitations.

Special rules apply in determining the tax basis of a Note for U.S. federal income tax purposes. A U.S. Holder's adjusted tax basis in a Note will, in general, be (i) the U.S. dollar cost for such Note determined on the date the Note was issued or, if later, acquired, (ii) increased by OID previously included in income with respect to the Note (before taking into account any adjustments) generally translated into U.S. dollars for an accrual period (or partial period) at a simple average of the spot exchange rates for each business day of such period or other average exchange rate for the period reasonably derived and consistently applied by the U.S. Holder), or at the U.S. Holder's election, at the spot rate on the last day of the interest accrual period (and in the case of a partial accrual period, the spot rate on the last day of the taxable year), and if the last day of the interest accrual period is within five business days of the date of receipt or payment, the taxpayer may translate interest income or expense at the spot rate on the date of receipt or payment ("**Interest Accrual Exchange Method**"), (iii) reduced by the amount of any noncontingent payment and the projected amount of any payments (each in U.S. dollars) previously made on the Note by allocating amounts, first, to the most recently accrued interest to which prior amounts have not already been attributed (translated into U.S. dollars at the rate at which the interest was accrued) and, second, any remaining amounts to principal (translated into U.S. dollars at the spot rate on the date such Note was issued or, if later, acquired, and, (iv) if the Company paid any "pay-in-kind" interest on the Notes, in certain circumstances increased by certain net positive adjustments and/or decreased by certain net negative adjustments.

Gain realised by a U.S. Holder (other than foreign currency gain) on the sale of a Note pursuant to the Offer will generally be treated as foreign source interest income. Ordinary loss realised upon a sale of a Note (other than foreign currency loss) will generally be treated as U.S. source ordinary loss. Capital loss realized with respect to such sale will be U.S. source. A portion of such gain or loss may be treated as exchange gain or loss with respect to the principal amount of a Note. Exchange gain or loss will be treated as ordinary income or loss and generally will be U.S. source gain or loss. For these purposes, the principal amount of the Note is the issue price for the Note calculated in euros on the issue date, and the amount of exchange gain or loss recognised is equal to the difference between (i) the U.S. dollar value of the principal amount determined on the date of the sale, exchange, retirement or other disposition of the Note and (ii) the U.S. dollar value of the principal amount determined on the issue date. The amount of exchange gain or loss will be limited to the amount of overall gain or loss realised on the sale of the Note.

The amount of foreign currency gain or loss recognized with respect to payments of interest previously accrued on the Note is determined by translating the amount of interest paid or received into U.S. dollars at the spot rate on the date of payment and subtracting from such amount the amount determined by translating the interest paid or received into U.S. dollars at the rate at which such interest was accrued under the rules discussed above for the Interest Accrual Exchange Method. For this purpose, the amount of any payment that is treated as accrued interest shall be reduced by the amount of any net negative adjustment treated as ordinary loss (to the Holder) or ordinary income (to the Company), as provided under Treasury Regulation section 1.988-6(b)(2)(ii). For purposes of determining whether the payment consists of interest or principal, generally, payments received upon the sale of the Note shall first be applied against the principal of the Note (or in the case of a subsequent purchaser, the purchase price of the Note in denomination currency) and then against accrued unpaid interest (in the case of a Holder, accrued while the Holder held the instrument).

U.S. Holders are urged to consult their tax advisor concerning the tax treatment of the disposition of the Notes pursuant to the Offer.

Backup Withholding and Information Reporting

In general, backup withholding and information reporting will apply to all payments made to a U.S. Holder. Federal income tax laws require that a U.S. Holder provide the paying agent with such U.S. Holder's correct taxpayer identification number ("TIN"), which, in the case of a U.S. Holder who is an individual, is generally his or her social security number, and certain other information, or otherwise establish a basis for exemption from backup withholding. Exempt U.S. Holders (including, among others, all corporations) are not subject to these backup withholding and information reporting requirements. A U.S. Holder that does not provide the paying agent with its correct TIN may be subject to penalties imposed by the IRS.

If the paying agent is not provided with the correct TIN or the required certifications and information, or an adequate basis for exemption, the U.S. Holder may be subject to a backup withholding tax imposed on the proceeds from the Offer at a current rate of 28%. If withholding results in an overpayment of taxes, the U.S. holder may generally obtain a refund or credit if the required information is timely provided to the IRS.

Non-U.S. Holders

Sale of Notes Pursuant to the Tender Offer

Subject to the discussion below under the caption "—Backup Withholding Tax and Information Reporting," any gain as a result of a sale of Notes, and any amounts treated as accrued interest realized by a Non-U.S. Holder pursuant to the Offer will not be subject to U.S. federal income tax unless (1) such gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States (and, if a treaty applies, the gain is generally attributable to the United States permanent establishment maintained by such Non-U.S. Holder); or (2) in the case of an individual Non-U.S. Holder, such Holder is present in the United States for 183 days or more in the taxable year of the sale and certain other conditions are met.

Backup Withholding and Information Reporting

Information reporting may apply to payments made pursuant to the Offer to Non-U.S. Holders. Copies of the information returns reporting such amounts and any withholding also may be made available by the IRS to the tax authorities in the country in which a Non-U.S. Holder is resident under the provisions of an applicable income tax treaty or other agreement.

In general, backup withholding will not apply to payments made pursuant to the Offer to a Non-U.S. Holder if, among other conditions, such Non-U.S. Holder certifies as to its non-U.S. status under penalties of perjury or otherwise establishes an exemption, provided that neither the Company nor its withholding agent has actual knowledge, or reason to know, that the Non-U.S. Holder is a U.S. person or that the conditions of any other exemption are not, in fact, satisfied. A Non-U.S. Holder may generally establish such an exemption by properly filing IRS Form W-8BEN, or W-8BEN-E.

Any amounts withheld under the backup withholding rules from a payment to a Non-U.S. Holder generally will be allowed as a refund or a credit against such Non-U.S. Holder's U.S. federal income tax liability if the Non-U.S. Holder follows the required procedures.

THE FOREGOING DISCUSSION IS NOT INTENDED TO BE A COMPLETE ANALYSIS OR DESCRIPTION OF ALL POTENTIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS OR ANY OTHER CONSIDERATIONS (TAX OR OTHERWISE) OF THE TENDER OF NOTES PURSUANT TO THE OFFER. THUS, HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES OF THE TENDER TO THEM, INCLUDING TAX RETURN

REPORTING REQUIREMENTS, THE APPLICABILITY AND EFFECT OF FEDERAL, STATE, LOCAL (WHETHER U.S. OR OTHERWISE) AND OTHER APPLICABLE TAX LAWS AND THE EFFECT OF ANY PROPOSED CHANGES IN THE TAX LAWS.

DEALER MANAGER AND TENDER AGENT

The Offeror have retained Stifel Nicolaus Europe Limited to act as Dealer Manager for the Offer. The Dealer Manager and its affiliates may contact Noteholders regarding the Offer and may request brokerage houses, custodians, nominees, fiduciaries and others to forward this Tender Offer Memorandum and related materials to Noteholders. The Offeror entered into a Dealer Manager Agreement with the Dealer Manger which contains certain provisions regarding payment for fees, expense reimbursement and indemnity arrangements. The Dealer Manager and its affiliates have provided and continue to provide certain investment banking services to the Offeror for which they have received and will receive compensation that is customary for services of such nature.

The Offeror have retained Lucid Issuer Services Limited to act as Tender Agent.

Neither the Dealer Manager nor the Tender Agent nor any of their respective directors, employees or affiliates assume any responsibility for the accuracy or completeness of the information concerning the Tender Offer, the Offeror or any of their affiliates contained in this Tender Offer Memorandum or for any failure by the Offeror to disclose events that may have occurred and may affect the significance or accuracy of such information.

Neither the Dealer Manager nor the Tender Agent nor any of their respective directors, employees or affiliates make any representation or recommendation whatsoever regarding the Tender Offer, or any recommendation as to whether Noteholders should tender Notes in the Tender Offer or otherwise participate in the Tender Offer.

The Tender Agent is the agent of the Offeror and owes no duty to any Noteholders.



THE OFFEROR

HUTA STALI JAKOSCIOWYCH S.A.

37-450 Stalowa Wola,
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Poland

Tender Offer Memorandum

The Dealer Manager is:

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The Tender Agent is:

Lucid Issuer Services Limited

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Attention: David Shilson

The Tender Agent may be contacted at:

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