



## Offer to Purchase for Cash Any and All of the Outstanding Senior Notes Listed Below

Title of Security	CUSIP Numbers / ISINs	Principal Amount Outstanding	U.S. Treasury Reference Security	Bloomberg Reference Page	Fixed Spread (basis points)
3.850% Senior Notes due 2026 <sup>(1)</sup>	Rule 144A: 346232 AF8 / US346232AF83 Reg. S: U3455L AC8 / USU3455LAC82	\$400,000,000	2.125% UST due May 15, 2025	FIT3	0

(1) On or after May 15, 2025, the Offeror (as defined below) is entitled to redeem all or a part of the Notes, at a redemption price of 100.000% of the principal amount thereof, plus accrued and unpaid interest, if any, to but excluding the applicable redemption date.

**The Tender Offer will expire at 5:00 p.m., New York City time, on March 11, 2025, unless extended or earlier terminated (such time and date, as the same may be extended, the “Expiration Time”). Guaranteed deliveries will expire at 5:00 p.m., New York City time, on the second business day following the Expiration Time. Holders of Notes must validly tender, and not validly withdraw, their Notes prior to the Expiration Time to be eligible to receive the Purchase Price. Tendered Notes may be withdrawn at any time prior to the Expiration Time.**

Forestar Group Inc., a Delaware corporation (“Forestar,” the “Offeror,” “we” or “our”), hereby offers (the “Tender Offer”) to purchase for cash from each registered or beneficial holder of Notes (each, a “Holder”), upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, this “Offer to Purchase”) and in the related notice of guaranteed delivery (as it may be amended or supplemented from time to time, the “Notice of Guaranteed Delivery” and, together with this Offer to Purchase, the “Offer Documents”), any and all of the 3.850% Senior Notes due 2026 referenced above (the “Notes”) issued by the Offeror under the indenture, dated as of April 21, 2021 (as amended or supplemented through the date hereof, the “Indenture”), among the Offeror, the subsidiary guarantors party thereto and U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank National Association), as trustee (the “Trustee”). The Tender Offer is not conditioned upon any minimum amount of Notes being tendered, and the Tender Offer may be amended, extended or terminated.

The consideration per each \$1,000 principal amount of Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer (the “Purchase Price”) will be determined by J.P. Morgan Securities LLC (“J.P. Morgan”) in its capacity as a dealer manager of the Tender Offer in the manner described in this Offer to Purchase by reference to the fixed spread (the “Fixed Spread”) specified above plus the yield (the “Reference Yield”) based on the offer-side price of the U.S. Treasury Reference Security specified above (the “Reference Security”) as quoted on the Bloomberg Bond Trader FIT3 series of pages (the “Reference Page”) at 2:00 p.m., New York City time, on the date referred to herein as the “Price Determination Date.”

Holders whose Notes are accepted for purchase pursuant to the Tender Offer will also be paid accrued and unpaid interest thereon (“Accrued Interest”) from the last interest payment date up to, but excluding, the initial date of payment of the Purchase Price for the Notes, which is expected to be March 14, 2025 (the “Settlement Date”).

The consummation of the Tender Offer and the Offeror’s obligation to accept for purchase, and to pay for, any Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer are subject to, and conditioned upon, the satisfaction or waiver of certain conditions, including (a) the Financing Condition (as defined below in “Principal Terms of the Tender Offer—Conditions of the Tender Offer”) and (b) the other conditions set forth in “Principal Terms of the Tender Offer—Conditions of the Tender Offer.”

*The Dealer Managers for the Tender Offer are:*

**J.P. Morgan**

**Mizuho**

**TD Securities**

**Wells Fargo Securities**

March 5, 2025

## IMPORTANT DATES

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

Date	Calendar Date and Time	Event
Launch Date	March 5, 2025	Commencement of the Tender Offer.
Price Determination Date	2:00 p.m., New York City time, on March 11, 2025, assuming the Tender Offer is not extended or earlier terminated.	The date and time for determining the Purchase Price for the Notes.
Expiration Time	5:00 p.m., New York City time, on March 11, 2025, assuming that the Tender Offer is not extended or earlier terminated.	The last time and day for Holders to tender Notes pursuant to the Tender Offer (or comply with the procedures for guaranteed delivery) and be eligible to receive the Purchase Price, plus Accrued Interest.
Withdrawal Rights	Tendered Notes may be validly withdrawn at any time (i) prior to the earlier of (x) the Expiration Time and (y) if the Tender Offer is extended, the tenth business day after commencement of the Tender Offer, and (ii) after the 60th business day after the commencement of the Tender Offer if for any reason the Tender Offer has not been consummated within 60 business days after commencement.	The last time and day for Holders to withdraw previously tendered Notes.
Guaranteed Delivery Date	5:00 p.m., New York City time, on March 13, 2025, unless the Expiration Time is extended or earlier terminated.	Deadline for delivery of Notes tendered pursuant to a Notice of Guaranteed Delivery.
Settlement Date; Payment Date for Notes Tendered by Notice of Guaranteed Delivery	The Settlement Date for all Notes tendered prior to the Expiration Time or pursuant to a Notice of Guaranteed Delivery is expected to be March 14, 2025, assuming that the Tender Offer is not extended or earlier terminated.	The Offeror will deposit with the Tender Agent (as defined below) or, at its direction, with the Depository Trust Company (“DTC”), for distribution to the Holders entitled thereto, the amount of cash necessary to pay each Holder in respect of its Notes that are validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer, the Purchase Price, <i>plus</i> Accrued Interest. For avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer. In no event will the Purchase Price be paid prior to the Expiration Time.

Upon the terms and conditions of the Tender Offer, the Offeror will notify D.F. King & Co., Inc., the Tender Agent and Information Agent for the Tender Offer (the “*Tender Agent*” or the “*Information Agent*,” as the case may be), promptly after the Expiration Time which Notes tendered before the Expiration Time are accepted for purchase and payment pursuant to the Tender Offer.

Notwithstanding any other provision of the Tender Offer, the Offeror’s obligation to accept for purchase, and to pay for, any Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer are subject to, and conditioned upon, the satisfaction or waiver of the Financing Condition and the General Conditions (as defined below in “Principal Terms of the Tender Offer—Conditions of the Tender Offer”).

The Offeror expressly reserves the right, in its sole discretion, subject to applicable laws, to:

- waive any and all conditions to the Tender Offer;
- extend, terminate or withdraw the Tender Offer; or
- otherwise amend the Tender Offer in any respect.

If the Tender Offer is terminated or withdrawn, Notes tendered pursuant to the Tender Offer will promptly be returned to the tendering Holders.

**This Offer to Purchase has not been filed with or reviewed by the U.S. Securities and Exchange Commission (the “SEC”) or any federal or state securities commission or regulatory authority of any jurisdiction, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase or any other documents relating to the Tender Offer. Any representation to the contrary is unlawful and may be a criminal offense.**

**None of the Offeror, the Trustee, the Dealer Managers (as defined below), the Tender Agent or the Information Agent is making any recommendation as to whether Holders should tender Notes in response to the Tender Offer.**

**Each Holder must make its own decision as to whether to tender Notes and, if so, as to the principal amount of Notes to tender.**

## IMPORTANT INFORMATION

All of the Notes are held in book-entry form through the facilities of DTC. If you desire to tender Notes, you must transfer such Notes to the Tender Agent through DTC’s Automated Tender Offer Program (“*ATOP*”), for which the transaction will be eligible. If you hold Notes through a broker, dealer, commercial bank, trust company or other nominee, you should contact such custodian or nominee if you wish to tender your Notes. Any Holder who holds Notes through Clearstream Banking, *société anonyme*, Luxembourg (“*Clearstream*”) or Euroclear Bank S.A./N.V. (“*Euroclear*” and, together with DTC and Clearstream, each, a “*Clearing System*” and, together, the “*Clearing Systems*”) must also comply with the applicable procedures of Clearstream or Euroclear, as applicable, in connection with a tender of Notes. Both Clearstream and Euroclear are indirect participants in the DTC system. See “Principal Terms of the Tender Offer—Procedures for Tendering Notes.”

Holders must tender their Notes in accordance with the procedures set forth under “Principal Terms of the Tender Offer—Procedures for Tendering Notes.” A Holder who desires to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following the procedures for guaranteed delivery set forth below under “Principal Terms of the Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery.” There is no letter of transmittal for the Tender Offer.

Questions and requests for assistance relating to the procedures for tendering Notes or for additional copies of the Offer Documents may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for assistance relating to the terms and conditions of the Tender Offer may be directed to J.P. Morgan at its address and telephone numbers set forth on the back cover of this Offer

to Purchase. Requests for additional copies of the Offer Documents may also be directed to brokers, dealers, commercial banks or trust companies.

**The Offer Documents contain important information that should be read before any decision is made with respect to the Tender Offer.**

**The Offer Documents do not constitute an offer to purchase, or the solicitation of an offer to sell, Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer or solicitation under applicable securities or blue sky laws.**

**The delivery of the Offer Documents shall not under any circumstances create any implication that the information contained therein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth therein or in the affairs of the Offeror or any subsidiary or affiliate of the Offeror since the date hereof.**

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

**The Tender Offer is being made in connection with a contemporaneous debt financing on terms and conditions (including, but not limited to, the amount of proceeds raised in such financing) satisfactory to the Offeror (the “*Debt Financing*”). The Offeror intends to use a portion of the net proceeds from the Debt Financing to pay the Purchase Price for Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer. The Tender Offer is conditioned upon, among other things, the completion of the Debt Financing, and no assurance can be given that the Debt Financing will be completed. The Tender Offer is not an offer to sell or a solicitation of an offer to buy any debt instruments or otherwise an invitation to participate in the Debt Financing. Any debt instruments issued in connection with the Debt Financing have not been and will not be registered under the Securities Act of 1933, as amended. See “Principal Terms of the Tender Offer—Conditions of the Tender Offer.”**

**From time to time, subject to applicable law, after completion of the Tender Offer, the Offeror or its affiliates may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers, or otherwise, or the Offeror may redeem Notes that the Offeror is permitted to redeem pursuant to their terms. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Tender Offer and could occur as soon as the Expiration Time. Any future purchases by the Offeror or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Offeror or its affiliates may choose to pursue in the future.**

**Notes not tendered and purchased in the Tender Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the Indenture, will remain unchanged. No amendments to these documents are being sought.**

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## SUMMARY

*The following summary highlights selected information from this Offer to Purchase and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere in this Offer to Purchase before making a decision regarding the Tender Offer. Cross-references contained in this summary section will direct you to a more complete discussion of a particular topic elsewhere in this Offer to Purchase.*

**The Offeror** ..... Forestar Group Inc., a Delaware corporation.

**The Tender Offer** ..... The Offeror is offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer Documents, any and all of the outstanding Notes indicated in the table on the front cover of this Offer to Purchase as being subject to the Tender Offer at the Purchase Price.

**Notes Subject to the Tender Offer** ..... The following table sets forth the security description for the Notes, the CUSIP number and the aggregate principal amount outstanding for the Notes:

Title of Security	CUSIP Number / ISIN	Principal Amount Outstanding
3.850% Senior Notes due 2026	Rule 144A: 346232 AF8 / US346232AF83 Reg. S: U3455L AC8 / USU3455LAC82	\$400,000,000

**Price Determination Date** ..... 2:00 p.m., New York City time, on March 11, 2025, unless the Expiration Time is extended.

**Expiration Time; Guaranteed Deliveries** . The Tender Offer will expire at 5:00 p.m., New York City time, on March 11, 2025, unless extended or earlier terminated (such date and time as the same may be extended, the “*Expiration Time*”). Guaranteed deliveries will expire at 5:00 p.m., New York City time, on March 13, 2025, the second business day following the Expiration Time.

**Withdrawal Rights** ..... Tendered Notes may be validly withdrawn at any time (i) prior to the earlier of (x) the Expiration Time and (y) if the Tender Offer is extended, the tenth business day after commencement of the Tender Offer, and (ii) after the 60th business day after the commencement of the Tender Offer if for any reason the Tender Offer has not been consummated within 60 business days after commencement. See “Principal Terms of the Tender Offer— Withdrawal of Tenders.”

**Settlement Date** ..... The payment date (the “*Settlement Date*”) for all Notes tendered prior to the Expiration Time or pursuant to a Notice of Guaranteed Delivery is expected to be March 14, 2025, assuming the Tender Offer is not extended or terminated.

**Purchase Price** ..... The Purchase Price per each \$1,000 principal amount of Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer will be determined by J.P. Morgan in the manner described in this Offer to Purchase by reference to the Fixed Spread specified on the front cover of this Offer to Purchase plus the yield of the Reference Security based on the offer-side price of the Reference Security specified on the front cover of this Offer to Purchase as quoted on the Reference Page at 2:00 p.m., New York City time, on the Price Determination Date. The formula for determining the Purchase Price is set forth in Schedule A.

**Accrued Interest .....** Subject to the terms and conditions of the Tender Offer, in addition to the Purchase Price, Holders who validly tender, and do not validly withdraw, their Notes and whose Notes are accepted for purchase pursuant to the Tender Offer will also be paid Accrued Interest from the last interest payment date up to, but excluding, the Settlement Date. For avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer.

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

**Acceptance of Tendered Notes and Payment .....** Upon the terms of the Tender Offer and upon satisfaction or waiver of the conditions to the Tender Offer specified herein under “Principal Terms of the Tender Offer—Conditions of the Tender Offer,” the Offeror will (a) accept for purchase all of the Notes subject to the Tender Offer validly tendered (or defectively tendered, if the Offeror has waived such defect) and not validly withdrawn before the Expiration Time and (b) promptly pay the Purchase Price (plus the Accrued Interest) on the Settlement Date.

The Offeror expressly reserves the right, in its sole discretion, subject to applicable laws, to (a) accept for purchase and pay for all Notes validly tendered, and not validly withdrawn, to the Offeror before the Expiration Time and to keep the Tender Offer open or extend the Expiration Time to a later date and time with respect to any or all Notes as announced by the Offeror and (b) waive any and all conditions to the Tender Offer for Notes tendered to the Offeror before the Expiration Time.

**Conditions of the Tender Offer .....** The Offeror’s obligation to accept for purchase, and pay for, any Notes validly tendered that have not been validly withdrawn before the Expiration Time is subject to, and conditioned upon, satisfaction or waiver of the Financing Condition and the General Conditions. See “Principal Terms of the Tender Offer—Conditions of the Tender Offer.” The Tender Offer is not conditioned on any minimum amount of Notes being tendered.

**Purpose of the Tender Offer and Source of Funds .....** The purpose of the Tender Offer is to retire any and all of the Notes prior to their maturity. Any Notes tendered and accepted in the Tender Offer will be retired and cancelled. See “Purpose of the Tender Offer.” The Offeror intends to use a portion of the net proceeds from the Debt Financing to pay the Purchase Price for Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer.

**Procedures for Tendering Notes .....** See “Principal Terms of the Tender Offer—Procedures for Tendering Notes.”

**There is no separate letter of transmittal for the Tender Offer.**

Any Holder who holds Notes through Clearstream or Euroclear must also comply with the applicable procedures of Clearstream or Euroclear, as applicable, in connection with a tender of Notes. Both

	<p>Clearstream and Euroclear are indirect participants in the DTC system.</p> <p>A Holder who desires to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following the procedures for guaranteed delivery set forth below under “Principal Terms of the Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery.”</p>
<b>Consequences of Failure to Tender .....</b>	<p>Your rights and the obligations of the Offeror under the Notes that remain outstanding after the consummation of the Tender Offer will not change as a result of the Tender Offer. From time to time, subject to applicable law, after completion of the Tender Offer, the Offeror or its affiliates may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers, or otherwise, or the Offeror may redeem Notes that the Offeror is permitted to redeem pursuant to their terms. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Tender Offer and could occur as soon as the Expiration Time. Any future purchases by the Offeror or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Offeror or its affiliates may choose to pursue in the future.</p> <p>Further, the purchase of any Notes in the Tender Offer will result in a smaller trading market for the remaining outstanding principal amount of Notes, which may cause the market for the Notes to be less liquid and more sporadic, and market prices for the Notes may fluctuate significantly depending on the volume of trading. See “Certain Considerations—The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes” and “Certain Considerations—Treatment of Notes Not Tendered in the Tender Offer.” Notes not tendered and purchased in the Tender Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the Indenture, will remain unchanged. No amendments to these documents are being sought.</p>
<b>U.S. Federal Income Tax Consequences...</b>	<p>For a summary of certain U.S. federal income tax consequences of the Tender Offer, see “Certain United States Federal Income Tax Consequences.”</p>
<b>Tender Agent and Information Agent .....</b>	<p>D.F. King &amp; Co., Inc. is the Tender Agent and Information Agent for the Tender Offer. The address and telephone numbers of D.F. King &amp; Co., Inc. are listed on the back cover page of this Offer to Purchase.</p>
<b>Dealer Managers.....</b>	<p>J.P. Morgan Securities LLC, Mizuho Securities USA LLC, TD Securities (USA) LLC, and Wells Fargo Securities, LLC are acting as the dealer managers for the Tender Offer (collectively, the “<i>Dealer Managers</i>”). The address and telephone numbers of J.P. Morgan are listed on the back cover page of this Offer to Purchase.</p>



## INCORPORATION OF DOCUMENTS BY REFERENCE

The Offeror is subject to the informational requirements of the U.S. Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), and files reports and other information with the SEC. The Offeror’s SEC filings are available to the public from commercial document retrieval services and at the website maintained by the SEC at <http://www.sec.gov>. Unless specifically incorporated by reference herein, the information contained on the SEC website is not intended to be incorporated by reference in this Offer to Purchase and you should not consider that information a part of this Offer to Purchase.

The Offeror has filed the following documents with the SEC, which are incorporated herein by reference:

- the Offeror’s Annual Report on Form 10-K for the fiscal year ended September 30, 2024, as filed with the SEC on November 19, 2024 (including the sections of the Offeror’s definitive proxy statement relating to the Offeror’s January 20, 2025 annual meeting of stockholders, as filed with the SEC on December 16, 2024, that are incorporated by reference therein);
- the Offeror’s Quarterly Report on Form 10-Q for the quarter ended December 31, 2024, as filed with the SEC on January 23, 2025; and
- the Offeror’s Current Reports on Form 8-K, as filed with the SEC on November 1, 2024, November 20, 2024, December 23, 2024 and January 22, 2025.
- information the Offeror may subsequently furnish to the Trustee or the Holders pursuant to Section 4.03 of the Indenture will automatically update and supersede the information in this Offer to Purchase.

The Offeror also incorporates by reference each of the documents that the Offeror files with the SEC (excluding those filings made under Items 2.02 or 7.01 of Form 8-K and corresponding information furnished under Item 9.01 of Form 8-K or included as an exhibit) under Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act, and all subsequent documents furnished to the Trustee and the Holders pursuant to Section 4.03 of the Indenture after the date of this Offer to Purchase and prior to the expiration, termination or consummation of the Tender Offer.

You may request a copy of these filings at no cost, by writing or telephoning us at the following address:

Investor Relations  
Forestar Group Inc.  
2221 E. Lamar Blvd.  
Suite 790  
Arlington, TX 76006  
(817) 769-1860

**You should rely only on the information contained or incorporated by reference into this Offer to Purchase or to which this Offer to Purchase may refer you. The Offeror has not authorized any person to provide you with different information or to make any representation not contained in this Offer to Purchase.**

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Certain information included or incorporated by reference in this Offer to Purchase contain “forward-looking statements” within the meaning of the federal securities laws. These forward-looking statements are identified by their use of terms and phrases such as “believe,” “anticipate,” “could,” “estimate,” “likely,” “intend,” “may,” “plan,” “expect,” and similar expressions, including references to assumptions. These statements reflect our current views with respect to future events and are subject to risks and uncertainties. We note that a variety of factors and uncertainties could cause our actual results to differ significantly from the results discussed in the forward-looking statements. Factors and uncertainties that might cause such differences include, but are not limited to:

- the effect of the controlling level of ownership of D.R. Horton, Inc. (“*D.R. Horton*”) on us and the holders of our securities;
- our ability to realize the potential benefits of the strategic relationship with D.R. Horton;
- the effect of our strategic relationship with D.R. Horton on our ability to maintain relationships with our customers;
- the cyclical nature of the homebuilding and lot development industries and changes in economic, real estate and other conditions;
- the impact of significant inflation, higher interest rates or deflation;
- supply shortages and other risks of acquiring land, construction materials and skilled labor;
- the effects of public health issues such as a major epidemic or pandemic on the economy and our business;
- the impacts of weather conditions and natural disasters;
- health and safety incidents relating to our operations;
- our ability to obtain or the availability of surety bonds to secure our performance related to construction and development activities and the pricing of bonds;
- the strength of our information technology systems and the risk of cybersecurity breaches and our ability to satisfy privacy and data protection laws and regulations;
- the impact of governmental policies, laws or regulations and actions or restrictions of regulatory agencies;
- our ability to achieve our strategic initiatives;
- continuing liabilities related to assets that have been sold;
- the cost and availability of property suitable for residential lot development;
- general economic, market or business conditions where our real estate activities are concentrated;
- our dependence on relationships with national, regional and local homebuilders;
- competitive conditions in our industry;
- obtaining reimbursements and other payments from governmental districts and other agencies and timing of such payments;
- our ability to succeed in new markets;
- the conditions of the capital markets and our ability to raise capital to fund expected growth;

- our ability to manage and service our debt and comply with our debt covenants, restrictions and limitations;
- our ability to hire and retain key personnel; and
- meet our plans, objectives, expectations and intentions contained in this Offer to Purchase and mitigate other risks to our planned objectives described herein and in the documents incorporated by reference herein.

Other factors, including certain considerations described in the section of this Offer to Purchase entitled “Certain Considerations,” may also cause actual results to differ materially from those projected by our forward-looking statements. New factors emerge from time to time and it is not possible for us to predict all such factors, nor can we assess the impact of any such factor on our business or the extent to which any factor, or combination of factors, may cause results to differ materially from those contained in any forward-looking statement.

Any forward-looking statement speaks only as of the date on which such statement is made, and, except as required by law, we expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events.

Additional information about issues that could lead to material changes in performance and risk factors that have the potential to affect us is contained in the section entitled “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended September 30, 2024 (our “*Fiscal 2024 Form 10-K*”) and in the section entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in each of our Fiscal 2024 Form 10-K and in our Quarterly Report on Form 10-Q for the quarter ended December 31, 2024, both of which are filed with the SEC and incorporated herein by reference.

## THE OFFEROR

Forestar Group Inc. is a national, well-capitalized residential lot development company focused primarily on making investments in land acquisition and development to sell finished single-family residential lots to homebuilders. Our common stock is listed on the New York Stock Exchange (NYSE) under the ticker symbol “FOR.”

In October 2017, Forestar became a majority-owned subsidiary of D.R. Horton by virtue of a merger with a wholly-owned subsidiary of D.R. Horton. Immediately following the merger, D.R. Horton owned 75% of our outstanding common stock. As of December 31, 2024, D.R. Horton owned approximately 62% of our outstanding common stock. As the controlling shareholder of Forestar, D.R. Horton has significant influence in guiding Forestar’s strategic direction and operations.

Our principal executive offices are located at 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006. Our telephone number is (817) 769-1860. Our website is located at [www.forestar.com](http://www.forestar.com). Except as expressly provided herein, our website and the information contained on that site, or accessible through that site, are not incorporated by reference into this Offer to Purchase.

For additional information about, you should review the documents incorporated by reference into this Offer to Purchase described in “Incorporation of Documents by Reference.”

## PRINCIPAL TERMS OF THE TENDER OFFER

### General

The Offeror is offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer Documents, the outstanding Notes set forth on the front cover of this Offer to Purchase. This Offer to Purchase consists of an offer by the Offeror to purchase for cash any and all of the outstanding 3.850% Senior Notes due 2026 issued by the Offeror. Certain subsidiaries of the Offeror have fully and unconditionally guaranteed the Notes.

The Purchase Price will be payable on the Settlement Date and in no event will the Purchase Price be paid prior to the Expiration Time.

A Holder who desires to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following the procedures for guaranteed delivery set forth below under “—Procedures for Tendering Notes—Guaranteed Delivery.”

Upon the terms and subject to the conditions of the Tender Offer, in addition to the Purchase Price, Holders who validly tender and do not validly withdraw their Notes and whose Notes are accepted for purchase pursuant to the Tender Offer will also be paid the Accrued Interest thereon. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender Agent or DTC.

The Offeror’s obligation to pay the Purchase Price plus Accrued Interest is conditioned, among other things, on the satisfaction or waiver of certain conditions, as set forth in the section titled “—Conditions of the Tender Offer.” The Offeror expressly reserves the right, in its sole discretion, subject to applicable laws, to waive or modify any one or more of the conditions to the Tender Offer in whole or in part at any time before the date that any Notes are first accepted for purchase. The Tender Offer is not conditioned on any minimum amount of Notes being tendered.

Any Notes tendered but not purchased will be returned to the Holders at the Offeror’s expense promptly following the earlier of the Expiration Time or the date on which the Tender Offer is terminated or withdrawn, and will remain outstanding.

### Purchase Price

The Purchase Price offered per \$1,000 principal amount of Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer will be calculated by J.P. Morgan in accordance with standard market practice, as described on Schedule A hereto, so as to result in a price as of the Settlement Date based on a yield to May 15, 2025, the date of the next specified redemption price reduction under the Indenture, equal to the sum of:

- the yield on the Reference Security, calculated by J.P. Morgan in accordance with standard market practice, based on the offer-side price of the Reference Security set forth for the Notes on the front cover of this Offer to Purchase, as quoted on the Reference Page at 2:00 p.m., New York City time, on the Price Determination Date, *plus*
- the Fixed Spread set forth for the Notes on the front cover of this Offer to Purchase.

This sum is referred to in this Offer to Purchase as the “*Repurchase Yield*.” Specifically, the Purchase Price offered per each \$1,000 principal amount of Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer will be the amount calculated by J.P. Morgan equal to:

- the present value per \$1,000 principal amount of all remaining payments to be made on the Notes assuming they are redeemed on May 15, 2025, at the specified redemption price for such date of 100.000% of the principal amount, discounted to the Settlement Date in accordance with the formula set forth in Schedule A hereto, at a discount rate equal to the Repurchase Yield, *minus*
- Accrued Interest up to, but excluding, the Settlement Date per \$1,000 principal amount of the Notes.

In addition to the Purchase Price, all Holders of Notes accepted for purchase will also receive Accrued Interest from the last interest payment date up to, but excluding, the Settlement Date, payable on the Settlement Date.

**Because the consideration applicable to the Tender Offer is based on a fixed spread pricing formula linked to the yield on the Reference Security, the actual amount of consideration that may be received by a tendering Holder pursuant to the Tender Offer will be affected by changes in such yield during the term of the Tender Offer prior to the Price Determination Date. After 2:00 p.m., New York City time, on the Price Determination Date, when the consideration applicable to the Tender Offer is no longer linked to the yield on the Reference Security, the actual amount of cash that may be received by a tendering Holder pursuant to the Tender Offer will be known, and Holders will be able to ascertain the Purchase Price that would be received by all tendering Holders whose Notes are accepted for purchase pursuant to the Tender Offer in the manner described above.**

In the event of any dispute or controversy regarding the (i) Purchase Price, (ii) Reference Yield, (iii) Repurchase Yield or (iv) amount of Accrued Interest for Notes tendered and accepted for purchase pursuant to the Tender Offer, the Offeror's determination of such amounts shall be conclusive and binding, absent manifest error.

The Price Determination Date is 2:00 p.m., New York City time, on March 11, 2025, unless extended, in which case the Price Determination Date will be such date to which the Price Determination Date is extended.

Prior to 2:00 p.m., New York City time, on the Price Determination Date, Holders may obtain a hypothetical quote of the yield of the Reference Security (calculated as of a then-recent time) and the resulting hypothetical Purchase Price, by contacting J.P. Morgan at its telephone numbers set forth on the back cover of this Offer to Purchase. In addition, as soon as practicable after 2:00 p.m., New York City time, on the Price Determination Date, but in any event no later than 9:00 a.m., New York City time, on the next business day, the Offeror will publicly announce the pricing information by press release.

The Offeror will not pay the Purchase Price for the Tender Offer until promptly after the expiration of the Tender Offer pursuant to Rule 14e-1(c) promulgated under the Exchange Act.

### **Purpose of the Tender Offer**

The purpose of the Tender Offer is to retire any and all of the Notes prior to their maturity. Any Notes tendered and accepted in the Tender Offer will be retired and cancelled. The Offeror intends to use a portion of the net proceeds from the Debt Financing to pay the Purchase Price for Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer.

### **Subsequent Repurchases of Notes**

**Whether or not the Tender Offer is consummated, the Offeror or its affiliates may, from time to time, subject to applicable law, acquire Notes, other than pursuant to the Tender Offer, through open market purchases, in privately negotiated transactions, through tender offers, exchange offers, or otherwise, or the Offeror may redeem Notes that the Offeror is permitted to redeem pursuant to their terms. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Tender Offer and could occur as soon as the Expiration Time. Any future purchases by the Offeror or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Offeror or its affiliates may choose to pursue in the future.**

### **Market Volatility May Affect Offer Consideration**

The Purchase Price is dependent upon the price of U.S. Treasury securities. The price of the Reference Security, and therefore the Purchase Price, may fluctuate significantly from the date of the Tender Offer to the Price Determination Date and from such Price Determination Date to the expected Settlement Date.

## Conditions of the Tender Offer

Notwithstanding any other provision of the Tender Offer, the Offeror's obligation to accept for purchase, and to pay for, any Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer is conditioned upon the following (unless otherwise waived by the Offeror prior to the Settlement Date):

- the completion of the Debt Financing (such condition, the "*Financing Condition*"); and
- none of the following shall have occurred (the "*General Conditions*" and, together with the Financing Condition, the "*Conditions*"):
  - (i) any general suspension of trading in, or limitation on prices for, securities in the United States securities or financial markets;
  - (ii) a material impairment in the trading market for debt securities;
  - (iii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory);
  - (iv) any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States;
  - (v) any attack on, outbreak or escalation of hostilities or acts of terrorism involving the United States that would reasonably be expected to have a materially disproportionate effect on the Offeror's (or its subsidiaries') business, operations, condition or prospects relative to other companies in the same industry; or
  - (vi) any significant adverse change in the United States securities or financial markets generally, or, in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof;
- the existence of any order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that either:
  - challenges the making of the Tender Offer or would (or would be reasonably likely to) prohibit, prevent, restrict or delay, or otherwise adversely affect in any material manner, the Tender Offer; or
  - in the Offeror's reasonable judgment, is (or is reasonably likely to be) materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Offeror or its subsidiaries;
- any instituted or pending action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, that challenges the making of the Tender Offer or is reasonably likely to directly or indirectly prohibit, prevent, restrict or delay the consummation of the Tender Offer or otherwise adversely affects the Tender Offer in any material manner;
- any other actual or threatened legal impediment to the Tender Offer or any other circumstances that would materially adversely affect the transactions contemplated by the Tender Offer, or the contemplated benefits of the Tender Offer to the Offeror or its affiliates;
- any event or events or the likely occurrence of an event or events that would or might reasonably be expected to prohibit, restrict or delay the consummation of the Tender Offer or materially impair the contemplated benefits of the Tender Offer; or
- the Trustee shall not have objected in any respect to, or taken any action that would be reasonably likely to materially and adversely affect, the consummation of the Tender Offer, or taken any action that challenges

the validity or effectiveness of the procedures used by the Offeror in the making of the Tender Offer or in the acceptance of Notes.

The Conditions are solely for the Offeror's benefit and may be asserted by the Offeror, in its sole discretion, subject to applicable laws, regardless of the circumstances giving rise to any such condition, including any action or inaction by the Offeror, and may be waived by the Offeror, in whole or in part, at any time and from time to time before the Settlement Date. The Offeror's failure at any time to exercise any of its rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time.

The Offeror expressly reserves the right, in its sole discretion, subject to applicable laws, to terminate or withdraw the Tender Offer at any time with respect to the Notes. If the Offeror terminates or withdraws the Tender Offer, the Offeror will give immediate notice to the Tender Agent and all of the Notes theretofore tendered pursuant to the Tender Offer and not accepted for purchase will be returned promptly to the tendering Holders thereof. See "—Withdrawal of Tenders" below.

### **Procedures for Tendering Notes**

#### *Expiration Time; Extensions; Amendments*

The Tender Offer will expire at the Expiration Time. The Offeror expressly reserves the right, in its sole discretion, subject to applicable laws, to extend the Expiration Time for any purpose, including to permit the satisfaction or waiver of all conditions to the Tender Offer. To extend the Expiration Time, the Offeror will notify the Tender Agent and will make a public announcement thereof before 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time. Such announcement will state that the Offeror is extending the Tender Offer for a specified period or on a daily basis. Without limiting the manner in which the Offeror may choose to make a public announcement of any extension, amendment or termination of the Tender Offer, the Offeror will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release.

The Offeror expressly reserves the right, in its sole discretion, subject to applicable law, to:

- delay accepting any Notes, to extend the Tender Offer period or to terminate or withdraw the Tender Offer and not accept Notes; and
- amend, modify or waive at any time, or from time to time, the terms of the Tender Offer in any respect as to the Notes (including, without limitation, to change the Fixed Spread), including waiver of any conditions to consummation of the Tender Offer.

If the Offeror exercises any such right, the Offeror will give written notice thereof to the Tender Agent and will make a public announcement thereof as promptly as practicable. The minimum period during which the Tender Offer will remain open following material changes in the terms of the Tender Offer or in the information concerning the Tender Offer will depend upon the facts and circumstances of such change, including the relative materiality of the changes. With respect to any material change in Purchase Price, the Offeror will extend the Expiration Time by at least five business days, if the Tender Offer would otherwise expire during such period. If any of the terms of the Tender Offer are amended in a manner determined by the Offeror to constitute a material change adversely affecting any Holder, the Offeror will disclose any such amendment in a press release at or prior to 10:00 a.m., New York City time, on the day of such amendment, and the Offeror will extend the Tender Offer for at least three business days, if the Tender Offer would otherwise expire during such time period.

#### *How to Tender Notes*

All Notes are held in book-entry form.

Any beneficial owner whose Notes are held in book-entry form through a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes should contact such broker, bank, dealer or other nominee promptly and instruct such nominee to submit instructions on such beneficial owner's behalf. In some



cases, the bank, broker, dealer or other nominee may request submission of such instructions on a Beneficial Owner's Instruction Form. Please check with your nominee to determine the procedures for such firm.

Any acceptance of an Agent's Message (defined below) transmitted through ATOP is at the election and risk of the person transmitting an Agent's Message and delivery will be deemed made only when actually received by the Tender Agent. Delivery of tendered Notes must be made to the Tender Agent pursuant to the book-entry delivery procedures set forth below or the tendering DTC participant must comply with the guaranteed delivery procedures set forth below. There is no letter of transmittal for the Tender Offer.

The tender by a Holder pursuant to the procedures set forth herein will constitute an agreement between such Holder and the Offeror in accordance with the terms and subject to the conditions set forth herein. Except as otherwise provided herein, delivery of Notes in book-entry form will be deemed made only when the Agent's Message is actually received by the Tender Agent. No documents should be sent to the Offeror or any of the Dealer Managers.

#### *Book-Entry Transfer*

The Tender Agent will establish an account with respect to the Notes at DTC for purposes of the Tender Offer, and any financial institution that is a participant in DTC may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender Agent's account in accordance with DTC's procedures for such transfer. However, although delivery of Notes may be effected through book-entry transfer into the Tender Agent's account at DTC, an Agent's Message, and any other required documents, must, in any case, be transmitted to and received by the Tender Agent at its address set forth on the back cover of this Offer to Purchase before the Expiration Time or the guaranteed delivery procedures described under "—Guaranteed Delivery" must be complied with. The confirmation of a book-entry transfer into the Tender Agent's account at DTC as described above is referred to herein as a "Book-Entry Confirmation." There is no letter of transmittal for the Tender Offer. **Delivery of documents to DTC does not constitute delivery to the Tender Agent.**

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Tender Agent and forming a part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC described in such Agent's Message, stating (i) the aggregate principal amount of Notes that have been tendered by such participant pursuant to the Tender Offer, (ii) that such participant has received the Offer Documents and agrees to be bound by the terms the Tender Offer and (iii) that the Offeror may enforce such agreement against such participant.

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

Any Holder who holds Notes through Clearstream or Euroclear must also comply with the applicable procedures of Clearstream or Euroclear, as applicable, in connection with a tender of Notes and must submit their acceptance in sufficient time for such tenders to be made prior to the Expiration Time. Clearstream and Euroclear are indirect participants in the DTC system. Holders should note that Clearstream and Euroclear may require that action be taken a day or more prior to the Expiration Time.

#### *Guaranteed Delivery*

If a Holder desires to tender Notes pursuant to the Tender Offer and (1) time will not permit such Holder's required documents to reach the Tender Agent prior to the Expiration Time or (2) such Holder cannot complete the procedures for book-entry transfer prior to the Expiration Time, such Holder may effect a tender of Notes if all of the following are complied with:

- such tender is made by or through an Eligible Institution (defined below);
- prior to the Expiration Time, the Tender Agent has received from such Eligible Institution, at the address of the Tender Agent set forth on the last page of this Offer to Purchase, a physical copy of a properly completed and duly executed Notice of Guaranteed Delivery (by manually signed facsimile transmission, mail or hand delivery) in substantially the form provided by the Offeror setting forth the name and address of the DTC participant tendering Notes of behalf of the Holder(s) and the principal amount of Notes being

tendered and guaranteeing that, no later than the close of business on the second business day after the Expiration Time, a properly transmitted Agent's Message, together with confirmation of book-entry transfer thereof pursuant to the procedures set forth under the caption "—Procedures for Tendering Notes—Book Entry Transfer," and any other required documents, will be deposited by such Eligible Institution with the Tender Agent; and

- a properly transmitted Agent's Message, together with confirmation of book-entry transfer thereof pursuant to the procedures set forth under the caption "—Procedures for Tendering Notes—Book Entry Transfer," and all other required documents are received by the Tender Agent no later than the close of business on the second business day after the Expiration Time.

**Notwithstanding the foregoing, if the ATOP procedures are used to tender Notes, the tendering DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, such DTC participant will be bound by the terms of the Notice of Guaranteed Delivery just as if it had completed and physically delivered such document.**

Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer, including those tendered through the guaranteed delivery procedures.

"Eligible Institution" means a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, a commercial bank or trust company having an office or correspondent in the United States or an "Eligible Guarantor Institution" within the meaning of Rule 17Ad-15(a)(2) under the Exchange Act. In the Offer Documents, the term "*business day*" means any day, other than Saturday, Sunday or a federal holiday.

The Eligible Institution that tenders Notes by guaranteed delivery must comply with DTC's applicable procedures and must deliver the Agent's Message, together with confirmation of book-entry transfer thereof, to the Tender Agent within the time period stated above. **Failure to do so will result in an invalid tender of the related Notes and could result in a financial loss to such Eligible Institution.**

**Guaranteed deliveries will expire at 5:00 p.m., New York City time, on March 13, 2025, and the settlement date for Notes purchased in guaranteed deliveries will take place on the Settlement Date, in each case unless the Expiration Time is extended.**

*Your Representations and Warranties; the Offeror's Acceptance Constitutes an Agreement*

A tender of Notes under the procedures described above will constitute your acceptance of the terms and conditions of the Tender Offer. In addition, by instructing your custodian or nominee to tender your Notes in the Tender Offer, you are representing, warranting and agreeing that:

- you have received copies of the Offer Documents and agree to be bound by all the terms and conditions of the Tender Offer and have undertaken an appropriate analysis of the implications of the Tender Offer without reliance on any of the Offeror, the Dealer Managers, the Tender Agent or the Information Agent;
- you have full power and authority to tender, sell, assign and transfer your Notes;
- you have assigned and transferred the Notes to the Tender Agent and irrevocably constitute and appoint the Tender Agent as your true and lawful agent and attorney-in-fact to cause your Notes to be tendered in the Tender Offer, that power of attorney being irrevocable and coupled with an interest;
- your Notes are being tendered, and will, when accepted by the Tender Agent, be free and clear of all charges, liens, restrictions, claims, equitable interests and encumbrances, other than your claims as a Holder under the express terms of the Tender Offer;
- all authority conferred or agreed to be conferred pursuant to these representations and warranties and your obligations in relation to such tender of Notes shall be binding upon your successors, assigns, heirs, executors, administrators, trustee in bankruptcy and legal representatives and shall not be affected by your death or incapacity;

- if you are tendering Notes held through Clearstream or Euroclear and you are a Direct Participant, by blocking the relevant Notes in the applicable Clearing System you will be deemed to consent to such Clearing System providing details concerning your identity to the Tender Agent and the Information Agent (and for the Tender Agent and the Information Agent to provide such details to the Offeror, the Dealer Managers, and their respective legal advisors);
- if you are tendering Notes held through Clearstream or Euroclear, you hold and will hold, until the time of settlement on the Settlement Date, the Notes in the relevant Clearing System and such Notes are blocked in the relevant Clearing System and, in accordance with the requirements of, and by the deadline required by, such Clearing System, you have submitted, or caused to be submitted, the instruction to such Clearing System and you have authorized the blocking of the tendered Notes with effect on and from the date of such submission so that, at any time pending the transfer of such Notes on the Settlement Date to the Offeror or to the Tender Agent on its behalf, no transfers of such Notes may be effected;
- the Offeror may amend or terminate the Tender Offer or postpone acceptance for purchase of, or the payment for, Notes tendered under the circumstances described in this Offer to Purchase;
- your Notes may only be withdrawn by written notice of withdrawal received by the Tender Agent at any time prior to the Expiration Time, but not thereafter;
- you are not a person to whom it is unlawful to make an invitation to tender pursuant to the Tender Offer under applicable law, and you have observed (and will observe) the laws of all relevant jurisdictions in connection with your tender; and
- you will, upon the Offeror's request or the request of the Tender Agent, as applicable, execute and deliver any additional documents necessary or desirable for the completion of the tender of the Notes.

Your custodian or other nominee, by delivering, or causing to be delivered, the Notes and the completed Agent's Message or Notice of Guaranteed Delivery to the Tender Agent is representing and warranting that you, as owner of the Notes, have represented, warranted and agreed to each of the above.

The Offeror's acceptance for purchase of Notes tendered under the Tender Offer will constitute a binding agreement between you and the Offeror upon the terms and conditions of the Tender Offer described in the Offer Documents.

#### *Acceptance of Notes for Purchase; Payment of Notes*

Upon the terms and subject to the conditions of the Tender Offer, the Offeror will accept for purchase, and pay for, Notes validly tendered, and not validly withdrawn, and accepted for purchase upon the satisfaction or waiver of the conditions to the Tender Offer specified under "Principal Terms of the Tender Offer—Conditions of the Tender Offer." The Offeror will promptly pay for Notes accepted for purchase on the terms set forth herein. In all cases, payment for Notes accepted for purchase pursuant to the Tender Offer will be made only after confirmation of book-entry transfer thereof.

The Offeror expressly reserves the right, in its sole discretion, subject to applicable laws, to (1) delay acceptance for purchase of Notes tendered under the Tender Offer or the payment for Notes accepted for purchase (subject to Rule 14c-1 under the Exchange Act, which requires that the Offeror pays the consideration offered or return Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the Tender Offer), or (2) terminate or withdraw the Tender Offer at any time.

For purposes of the Tender Offer, the Offeror will be deemed to have accepted for purchase Notes validly tendered (or Notes defectively tendered with respect to which the Offeror has waived such defect) if, as, and when the Offeror gives oral (promptly confirmed in writing) or written notice thereof to the Tender Agent. With respect to tendered Notes that are to be returned to Holders, such Notes will be returned without expense to the tendering Holder promptly (or, in the case of Notes tendered by book-entry transfer, such Notes will be credited to the account maintained at DTC from which such Notes were delivered) after the expiration or termination or withdrawal of the Tender Offer. Notwithstanding anything in this Offer to Purchase to the contrary, the Offeror will not pay the

Purchase Price for the Tender Offer until promptly after the expiration of the Tender Offer pursuant to Rule 14e-1(c) promulgated under the Exchange Act.

The Offeror will pay for Notes tendered via the ATOP procedures and accepted for purchase in the Tender Offer by depositing such payment in cash with the Tender Agent or, upon its instructions, DTC, which will act as agent for the tendering Holders for the purpose of receiving tenders of Notes, the Purchase Price and Accrued Interest and transmitting the Purchase Price and Accrued Interest to such Holders. Upon the terms and subject to the conditions of the Tender Offer, delivery by the Offeror to the Tender Agent or DTC, as the case may be, of the Purchase Price and Accrued Interest for Notes tendered via the ATOP procedures and accepted for purchase in the Tender Offer will be made on the Settlement Date or, in the case of any Notes tendered pursuant to the Notice of Guaranteed Delivery, on the third business day following the Expiration Time.

Notes may be tendered and guarantees may be delivered only in principal amounts equal to the minimum authorized denomination, which is \$2,000 and integral multiples of \$1,000 in excess of the minimum authorized denomination. Alternative, conditional or contingent tenders will not be considered valid. Holders who tender less than all of their Notes must continue to hold Notes in at least the minimum authorized denomination of \$2,000.

By tendering their Notes, Holders will be deemed to waive any right to receive any notice of the acceptance of their Notes for purchase.

If the Offeror, for any reason, is delayed in its acceptance for purchase of, or payment for, any Notes validly tendered, and not validly withdrawn, pursuant to the Tender Offer, or is unable to accept for purchase, or to pay for, any Notes validly tendered, and not validly withdrawn, pursuant to the Tender Offer, then, without prejudice to the Offeror's rights hereunder, but subject to applicable laws, the Tender Agent may, nevertheless, retain Notes validly tendered in book-entry form, without prejudice to the rights of the Offeror described above under "—Procedures For Tendering Notes—Expiration Time; Extensions; Amendments" and under "—Conditions of the Tender Offer" above and "—Withdrawal of Tenders" below, subject to Rule 14e-1 under the Exchange Act, which requires that the Offeror pays the consideration offered or return the Notes tendered by or on behalf of the Holders promptly after the termination or withdrawal of the Tender Offer.

If any Notes validly tendered pursuant to the ATOP procedures are not accepted for purchase for any reason pursuant to the terms and conditions of the Tender Offer, such Notes will be credited to an account maintained at DTC, designated by the participant therein who so delivered such Notes, promptly following the Expiration Time or the termination or withdrawal of the Tender Offer.

The Offeror may transfer or assign, in whole or from time to time in part, to one or more of its affiliates or any third party the right to purchase all or any of the Notes tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve the Offeror of its obligations under the Tender Offer and will in no way prejudice the rights of tendering Holders to receive payment for Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer.

Holders of Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer will be entitled to Accrued Interest payable on the Settlement Date. Under no circumstances will any additional interest be payable because of any delay by the Tender Agent or DTC in the transmission of funds to the Holders of purchased Notes or otherwise.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Offeror, the Dealer Managers, the Tender Agent or Information Agent, or to pay transfer taxes with respect to the purchase of their Notes. If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you should ask your broker, dealer, commercial bank, trust company or other nominee if you will be charged a fee to tender your Notes through such broker, dealer, commercial bank, trust company or other nominee. The Offeror will pay all other charges and expenses in connection with the Tender Offer. See "The Dealer Managers, the Tender Agent and the Information Agent."

The Offeror, in its sole discretion, will determine (whose determination shall be final and binding), all questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tendered Notes pursuant to any of the procedures described above. The Offeror expressly reserves the absolute right, in its sole discretion, subject

to applicable laws, to reject any or all tenders of the Notes determined by it not to be in proper form or if the acceptance for purchase of, or payment for, such Notes may, in the opinion of the Offeror, be unlawful. The Offeror also expressly reserves the absolute right, in its sole discretion, subject to applicable laws, to waive or amend any of the conditions of this Offer to Purchase or to waive any defect or irregularity in any tender with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Offeror's interpretation of the terms and conditions of this Offer to Purchase and any other Offer Document will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Offeror determines, unless waived by the Offeror. Tenders of Notes shall not be deemed to have been made until all defects or irregularities have been waived by the Offeror or cured. None of the Offeror, the Trustee, the Dealer Managers, the Tender Agent, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any tender of Notes or will incur any liability for failure to give any such notification.

#### *Backup Withholding and Information Reporting*

For a summary of certain backup withholding and information reporting requirements applicable to tendering Holders, see "Certain United States Federal Income Tax Consequences."

#### **Withdrawal of Tenders**

Notes subject to the Tender Offer may be validly withdrawn at any time before the earlier of (i) the Expiration Time, or (ii) if the Tender Offer is extended, the 10th business day after commencement of the Tender Offer. Notes subject to the Tender Offer may also be validly withdrawn at any time after the 60th business day after the commencement of the Tender Offer if, for any reason, the Tender Offer has not been consummated within 60 business days after commencement. If the Tender Offer is terminated or withdrawn, the Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

For a withdrawal of Notes tendered via the ATOP procedures to be effective, the Tender Agent must receive a written or facsimile transmission withdrawal notice before the applicable time described above by a properly transmitted "Request Message" through ATOP. Any such notice of withdrawal must (i) specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes, (ii) contain the description of the Notes to be withdrawn and the aggregate principal amount represented by such Notes, (iii) if other than a notice transmitted through ATOP, be signed by the Holder of such Notes in the same manner as the original signature by which such notes were tendered (including any required signature guarantees), or be accompanied by (x) documents of transfer sufficient to have the Trustee register the transfer of the Notes into the name of the person withdrawing such Notes and (y) a properly completed irrevocable proxy authorizing such person to effect such withdrawal on behalf of such Holder, and (iv) specify the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes.

Holders may not rescind their withdrawal of tenders of Notes, and any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer. Notes validly withdrawn may thereafter be retendered at any time before the Expiration Time by following the procedures described under "—Procedures for Tendering Notes."

The Offeror, in its sole discretion, will determine (whose determination shall be final and binding), all questions as to the validity, form, eligibility (including time of receipt) and acceptance of any notice of withdrawal of tendered Notes pursuant to any of the procedures described above. The Offeror expressly reserves the absolute right, in its sole discretion, subject to applicable laws, to reject any or all attempted withdrawals of the Notes determined by it not to be in proper form or if the withdrawal of such Notes may, in the opinion of the Offeror, be unlawful. The Offeror also expressly reserves the absolute right, in its sole discretion, subject to applicable laws, to waive or amend any of the conditions of this Offer to Purchase or to waive any defect or irregularity in any withdrawal with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Offeror's interpretation of the terms and conditions of this Offer to Purchase and any other Offer Document will be final and binding. Any defect or irregularity in connection with withdrawal of Notes must be cured within such time as the Offeror determines, unless waived by the Offeror. Withdrawal of Notes shall not be deemed to have been made until all defects or irregularities have been waived by the Offeror or cured. None of the Offeror, the Trustee, the Dealer Managers, the Tender Agent, the Information Agent or any other person will be

under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender of Notes or will incur any liability for failure to give any such notification.

If the Offeror, for any reason, is delayed in its acceptance for purchase of, or payment for, any Notes validly tendered, and not validly withdrawn, pursuant to the Tender Offer, or is unable to accept for purchase or pay for any Notes validly tendered, and not validly withdrawn, pursuant to the Tender Offer, then, without prejudice to the Offeror's rights hereunder, but subject to applicable laws, the Tender Agent may, nevertheless, retain, on behalf of the Offeror, Notes validly tendered in book-entry form, and such Notes may not be validly withdrawn, subject to Rule 14e-1 under the Exchange Act, which requires that the Offeror pays the consideration offered or return the Notes tendered by or on behalf of the Holders promptly after the termination or withdrawal of the Tender Offer.

The Notes are debt obligations of the Offeror. The Notes are governed by the Indenture. There are no appraisal or other similar statutory rights available to Holders in connection with the Tender Offer.

The Tender Agent will return to tendering Holders all Notes in respect of which it has received valid and timely withdrawal instructions, promptly after it receives such instructions.

Holders can withdraw the tender of their Notes only in accordance with the foregoing procedures.

## **CERTAIN CONSIDERATIONS**

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

### **Position of the Offeror Concerning the Tender Offer**

None of the Offeror, the Trustee, the Dealer Managers, the Tender Agent or the Information Agent makes any recommendation to any Holder whether to tender or refrain from tendering any or all of such Holder's Notes, and none of them has authorized any person to make any such recommendation. Holders should evaluate carefully all information in the Offer Documents, consult their own investment and tax advisors and make their own decisions whether to tender Notes, and, is of, the principal amount of Notes to tender.

### **The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes**

All Notes validly tendered, and not validly withdrawn, and accepted for purchase in the Tender Offer will be retired and canceled. Historically, the trading market for the Notes has been limited. To the extent that Notes are tendered and accepted in the Tender Offer, the trading market for Notes will likely become further limited. A bid for a debt security with a smaller outstanding principal amount available for trading (a smaller "float") may be lower than a bid for a comparable debt security with a greater float. Therefore, the market price for and liquidity of Notes not tendered or tendered but not purchased may be affected adversely to the extent that the principal amount of Notes purchased pursuant to the Tender Offer reduces the float. The reduced float may also tend to make the trading price more volatile.

Holders of unpurchased Notes may attempt to obtain quotations for their Notes from their brokers; however, there can be no assurance that an active trading market will exist for Notes following consummation of Tender Offer. The extent of the public market for Notes following consummation of the Tender Offer will depend upon a number of factors, including the size of the float, the number of Holders remaining at such time, and the interest in maintaining a market in Notes on the part of securities firms.

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

The consummation of the Tender Offer is subject to the satisfaction of several conditions. See "Principal Terms of the Tender Offer—Conditions of the Tender Offer." There can be no assurance that such conditions will be met or that, in the event that the Tender Offer is not consummated, the market value and liquidity of the Notes will not be materially adversely affected.

### **Treatment of Notes Not Tendered in the Tender Offer**

Notes not tendered and purchased in the Tender Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the Indenture, will remain unchanged. No amendments to these documents are being sought.

From time to time, subject to applicable law, after completion of the Tender Offer, the Offeror or its affiliates may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers, or otherwise, or the Offeror may redeem Notes that the Offeror is permitted to redeem pursuant to their terms. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Tender Offer and could occur as soon as the Expiration Time. Any future purchases by the Offeror or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Offeror or its affiliates may choose to pursue in the future.

### **Securities Tendered through Euroclear or Clearstream Will Be Subject to Transfer Restrictions upon Tender**

When considering whether to tender Notes through Euroclear or Clearstream in the Tender Offer, you should take into account that restrictions on the transfer of the Notes will apply from the time of such tender. On tendering Notes through Euroclear or Clearstream, you agree that the relevant Notes will be blocked in the relevant account at

the relevant Clearing System from the date that the tender of Notes is made until the earlier of (i) the time of settlement on the Settlement Date and (ii) the date of any termination of the Tender Offer (including where such Notes are not accepted by us for purchase) or on which any tender of Notes is withdrawn in accordance with the terms of the Tender Offer. If the Offeror withdraws or terminates the Tender Offer, any Notes tendered for purchase through Euroclear or Clearstream will not be purchased and will be unblocked by the relevant Clearing System.

## **SOURCE OF FUNDS**

The Offeror intends to use a portion of the net proceeds from the Debt Financing to pay the Purchase Price for Notes validly tendered, and not validly withdrawn, and accepted for purchase pursuant to the Tender Offer. See “Principal Terms of the Tender Offer—Conditions of the Tender Offer.”

## **CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES**

The following discussion summarizes certain U.S. federal income tax consequences of the Tender Offer that may be relevant to beneficial owners of the Notes but does not purport to be a complete analysis of all the potential U.S. federal income tax consequences related thereto. This discussion is based upon the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), applicable U.S. Treasury regulations promulgated thereunder, judicial authority and administrative pronouncements, all as of the date of this Offer to Purchase and all of which are subject to change, or are subject to different interpretations, possibly with retroactive effect, which may result in U.S. federal income tax consequences different from those summarized below. We cannot assure you that the Internal Revenue Service (the “IRS”) will not challenge one or more of the tax consequences described in this discussion, and we have not obtained, nor do we intend to obtain, a ruling from the IRS or an opinion of counsel with respect to the U.S. federal income tax consequences described in this discussion.

This discussion is limited to holders who hold the Notes as capital assets (generally, property held for investment). This discussion does not address any U.S. federal tax consequences other than U.S. federal income tax consequences (such as estate and gift tax consequences or the Medicare contribution tax on net investment income) or the tax consequences arising under the laws of any non-U.S., state, local or other jurisdiction or any applicable income tax treaty. In addition, this discussion does not address all U.S. federal income tax consequences that may be important to a particular holder in light of the holder’s circumstances, or to certain categories of investors that may be subject to special rules, such as:

- dealers in securities or currencies;
- traders in securities that have elected the mark-to-market method of accounting for their securities;
- U.S. holders (as defined below) whose functional currency is not the U.S. dollar;
- U.S. holders who hold their Notes through non-U.S. brokers or other non-U.S. intermediaries;
- persons holding their Notes as part of a hedge, straddle, conversion or other “synthetic security” or integrated transaction;
- former U.S. citizens or long-term residents of the United States;
- banks or other financial institutions;
- insurance companies;
- regulated investment companies;
- real estate investment trusts;
- persons subject to alternative minimum tax;
- entities that are tax-exempt for U.S. federal income tax purposes;



- “controlled foreign corporations,” “passive foreign investment companies” and corporations that accumulate earnings to avoid U.S. federal income tax;
- persons deemed to sell their Notes under the constructive sale provisions of the Code;
- holders who tender their Notes in the Tender Offer and participate in the Debt Financing;
- persons required to accelerate the recognition of any item of gross income with respect to their Notes as a result of such income being recognized on an “applicable financial statement” (within the meaning of Section 451(b) of the Code);
- investors holding their Notes through individual retirement accounts and other tax-deferred accounts;
- persons subject to anti-inversion, base erosion or anti-abuse rules; and
- partnerships, S corporations and other entities treated as pass-through entities for U.S. federal income tax purposes and holders of interests therein.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds Notes, the U.S. federal income tax treatment of a partner of the partnership generally will depend upon the status of the partner and the activities of the partnership and upon certain determinations made at the partner level. Partnerships considering whether to participate in the Tender Offer and partners therein should consult their own tax advisors about the U.S. federal income tax consequences of the Tender Offer.

We have taken the position, and the following discussion assumes, that the Notes are not instruments subject to the U.S. Treasury regulations that apply to “contingent payment debt instruments.” If they were so treated, the tax consequences to a tendering holder upon the sale of Notes pursuant to the Tender Offer could differ from those discussed below. You should consult your own tax advisor regarding the possible application of the contingent payment debt instrument rules to the Notes.

**INVESTORS CONSIDERING THE SALE OF NOTES PURSUANT TO THE TENDER OFFER SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE SALE OF NOTES PURSUANT TO THE TENDER OFFER UNDER OTHER U.S. FEDERAL TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.**

#### **Tax Consequences to Tendering U.S. Holders**

The following summary will apply to a holder if such holder is a U.S. holder of the Notes. A holder is a “U.S. holder” for purposes of this discussion if such holder is a beneficial owner of Notes and is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation that was created or organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (i) the administration of which is subject to the primary supervision of a U.S. court and that has one or more United States persons that have the authority to control all substantial decisions of the trust or (ii) that has made a valid election under applicable U.S. Treasury regulations to be treated as a United States person.

### *Tender of Notes Pursuant to the Tender Offer*

The receipt of cash by a U.S. holder in exchange for Notes pursuant to the Tender Offer will be a taxable transaction for U.S. federal income tax purposes. In general, a U.S. holder that receives cash for Notes pursuant to the Tender Offer will recognize gain or loss equal to the difference, if any, between (i) the amount of cash received (excluding any amounts attributable to Accrued Interest, which will be taxable as ordinary income to the extent not previously included in such U.S. holder's income) and (ii) such U.S. holder's adjusted tax basis in such Notes. A U.S. holder's adjusted tax basis in a Note is generally equal to the price such holder paid for the Note, increased by any market discount (as described below) previously included in such U.S. holder's gross income with respect to the Note and decreased (but not below zero) by any amortizable bond premium that the U.S. holder has previously deducted with respect to the Note. Amortizable bond premium is generally defined as the excess of a U.S. holder's tax basis in the Note immediately after its acquisition by such U.S. holder over the stated principal amount of the Note. Subject to the discussion below regarding market discount, any gain or loss recognized on a tender of a Note pursuant to the Tender Offer will generally be capital gain or loss and will be long-term capital gain or loss if the U.S. holder's holding period in the Note, for U.S. federal income tax purposes, is more than one year at the time of the disposition pursuant to the Tender Offer. Long-term capital gains recognized by non-corporate U.S. holders currently are eligible for reduced rates of taxation. The deductibility of capital losses may be subject to limitations.

Any gain recognized by a tendering U.S. holder will be treated as ordinary income rather than capital gain to the extent of any market discount on the Notes that has accrued during the period that the tendering U.S. holder held the Notes and that has not previously been included in income by the U.S. holder. A Note generally will be considered to be acquired with market discount if the initial tax basis of the Note in the hands of the U.S. holder immediately after its acquisition was less than the stated principal amount of the Note by more than a specified de minimis amount. Market discount accrues on a ratable basis, unless the U.S. holder elects to accrue the market discount using a constant-yield method. U.S. holders should consult their own tax advisors as to the portion of any gain that could be taxable as ordinary income under the market discount rules.

### *Information Reporting and Backup Withholding*

Information reporting generally will apply to the aggregate amounts received by a tendering U.S. holder pursuant to the Tender Offer. To avoid backup withholding, U.S. federal income tax law generally requires that each tendering U.S. holder must provide the applicable withholding agent with such U.S. holder's correct taxpayer identification number, certified under penalties of perjury, as well as certain other information (generally on IRS Form W-9), or otherwise establish an exemption from backup withholding. Exempt U.S. holders (including, among others, corporations) are not subject to these backup withholding and information reporting requirements, provided they establish their exempt status when required. If a tendering U.S. holder does not satisfy the requirements described above or otherwise establish another adequate basis for exemption, such U.S. holder may be subject to backup withholding on the amounts received by such U.S. holder pursuant to the Tender Offer.

Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules is allowable as a credit against a U.S. holder's U.S. federal income tax liability, if any, and a refund may be obtained from the IRS if the amounts withheld exceed such U.S. holder's actual U.S. federal income tax liability and such U.S. holder timely provides the required information or appropriate claim form to the IRS.

### **Tax Consequences to Tendering Non-U.S. Holders**

The following summary will apply to any holder that is a non-U.S. holder of the Notes. A holder is a "non-U.S. holder" for purposes of this discussion if such holder is a beneficial owner of Notes that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust that is not a U.S. holder.

### *Tender of Notes Pursuant to the Tender Offer*

Subject to the discussion of amounts attributable to Accrued Interest and the discussion of backup withholding and FATCA withholding below, any gain recognized by a tendering non-U.S. holder on the sale of a Note pursuant to the Tender Offer generally will not be subject to U.S. federal income tax, unless:

- such gain is effectively connected with the conduct by such non-U.S. holder of a U.S. trade or business; or

- such non-U.S. holder is a non-resident alien individual who has been present in the United States for 183 days or more in the taxable year of disposition and certain other requirements are met.

If a non-U.S. holder's gain is described in the first bullet point above, such non-U.S. holder generally will be subject to U.S. federal income tax on such gain at regular graduated rates in the same manner as if such non-U.S. holder were a U.S. holder, unless an applicable income tax treaty provides otherwise. In addition, if such non-U.S. holder is a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes), it may be subject to a branch profits tax at a rate of 30% on its effectively connected earnings and profits, subject to adjustments, unless an applicable income tax treaty provides for a lower rate.

A non-U.S. holder described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty) on the amount of such gain, which may be offset by certain U.S. source capital losses, provided that the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses.

To the extent that any portion of the amount received pursuant to the Tender Offer is attributable to Accrued Interest on a Note, this amount generally will be taxed in the manner described below.

Subject to the discussion of backup withholding and FATCA withholding below, amounts received by a tendering non-U.S. holder pursuant to the Tender Offer that are attributable to Accrued Interest on a Note generally will not be subject to U.S. federal income tax and will be exempt from withholding of U.S. federal income tax under the "portfolio interest" exemption if such non-U.S. holder properly certifies as to its non-U.S. status, as described below, and:

- such non-U.S. holder does not own, actually or constructively, stock possessing 10% or more of the total combined voting power of all classes of our stock;
- such non-U.S. holder is not a "controlled foreign corporation" that is related (actually or constructively) to us through sufficient stock ownership;
- such non-U.S. holder is not a bank whose receipt of interest on a Note is in connection with an extension of credit made pursuant to a loan agreement entered into in the ordinary course of such non-U.S. holder's trade or business; and
- interest on the Notes is not effectively connected with such non-U.S. holder's conduct of a U.S. trade or business.

The portfolio interest exemption generally applies only if such non-U.S. holder also appropriately certifies as to its non-U.S. status. A non-U.S. holder can generally meet the certification requirement by providing a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form) to the applicable withholding agent. If a non-U.S. holder holds the Notes through a financial institution or other agent acting on its behalf, such non-U.S. holder may be required to provide appropriate certifications to the agent. Such agent will then generally be required to provide appropriate certifications to the applicable withholding agent, either directly or through other intermediaries. Special rules apply to foreign partnerships, estates and trusts, and, in certain circumstances, certifications as to the foreign status of partners, trust owners or beneficiaries may have to be provided to the applicable withholding agent. In addition, special rules apply to qualified intermediaries that enter into withholding agreements with the IRS.

A non-U.S. holder that does not satisfy the preceding requirements generally will be subject to withholding of U.S. federal income tax at a 30% rate on payments of Accrued Interest unless such non-U.S. holder timely provides a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form), claiming an exemption from or reduction in withholding under an applicable income tax treaty or the interest is effectively connected with a U.S. trade or business conducted by the non-U.S. holder and the non-U.S. holder meets the certification requirement described below.

Interest on the Notes that is effectively connected with the conduct by a non-U.S. holder of a trade or business within the United States generally will be subject to U.S. federal income tax at regular graduated rates in the same

manner as if such non-U.S. holder were a U.S. holder, unless an applicable income tax treaty provides otherwise. Unless an applicable income tax treaty provides otherwise, effectively connected interest income will not be subject to U.S. federal withholding tax if the non-U.S. holder provides a properly executed IRS Form W-8ECI (or other applicable form properly claiming an exemption). If the non-U.S. holder is a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes), it may also be subject to a 30% branch profits tax on effectively connected its earnings and profits, subject to adjustments, unless an applicable income tax treaty provides for a lower rate.

Non-U.S. holders that do not timely provide the applicable withholding agent with the required certification, but that qualify for a reduced rate of withholding under an applicable income tax treaty, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. holders should consult their own tax advisors regarding potentially applicable income tax treaties that may provide for different rules.

#### *Information Reporting and Backup Withholding*

Any amounts received by a tendering non-U.S. holder pursuant to the Tender Offer may be subject to information reporting and backup withholding unless such non-U.S. holder submits a properly completed IRS Form W-8BEN, IRS Form W-8BEN-E, IRS Form W-8ECI, or other appropriate IRS Form W-8, as the case may be, certifying under penalties of perjury as to such non-U.S. holder's non-U.S. status in order to establish an exemption from backup withholding. Even if an applicable IRS Form W-8 is provided, certain information reporting generally will apply to payments to a non-U.S. holder of Accrued Interest on the Notes. Under the provisions of a specific treaty or agreement, copies of these information returns also may be made available to the tax authorities of the country in which the non-U.S. holder resides or is established.

Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules may be allowed as a credit against a non-U.S. holder's U.S. federal income tax liability, if any, and a refund may be obtained from the IRS if the amounts withheld exceed such non-U.S. holder's actual U.S. federal income tax liability and such non-U.S. holder timely provides the required information or appropriate claim form to the IRS.

#### **Withholding on Payments to Certain Foreign Entities**

Sections 1471 through 1474 of the Code and the U.S. Treasury regulations and administrative guidance issued thereunder (referred to as "*FATCA*") impose a 30% U.S. federal withholding tax on "withholdable payments" (as defined in the Code), including payments of interest on the Notes, if paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code) (including, in some cases, when such foreign financial institution or non-financial foreign entity is acting as an intermediary), unless: (i) in the case of a foreign financial institution, such institution enters into an agreement with the U.S. government to withhold on certain payments, and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with U.S. owners); (ii) in the case of a non-financial foreign entity, such entity certifies that it does not have any "substantial United States owners" (as defined in the Code) or provides the withholding agent with a certification identifying its direct and indirect substantial United States owners (generally by providing an IRS Form W-8BEN-E); or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules and provides appropriate documentation (such as an IRS Form W-8BEN-E). While withholdable payments would have included payments of gross proceeds from the sale or other disposition of a note, proposed U.S. Treasury regulations provide that such payments of gross proceeds (other than amounts treated as interest) do not constitute withholdable payments. Taxpayers may rely generally on these proposed U.S. Treasury regulations until they are revoked or final U.S. Treasury regulations are issued.

Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States with respect to these rules may be subject to different rules.

Payments of Accrued Interest in connection with a disposition of the Notes pursuant to the Tender Offer will be subject to the withholding rules under *FATCA*. Under certain circumstances, a beneficial owner of the Notes might be eligible for refunds or credits of such taxes.

A holder should consult its own tax advisors regarding the effects of FATCA on the disposition of the Notes pursuant to the Tender Offer.

**Tax Consequences to Non-Tendering Holders**

U.S. holders and non-U.S. holders whose Notes are not purchased by us pursuant to the Tender Offer will not incur any U.S. federal income tax liability as a result of the consummation of the Tender Offer and will have the same adjusted tax basis, holding period and accrued market discount (if any) in their Notes as they had before the Tender Offer.

**THE PRECEDING DISCUSSION OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. HOLDERS OF NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE PARTICULAR U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE SALE OF NOTES PURSUANT TO THE TENDER OFFER, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS AND THE CONSEQUENCES UNDER ANY APPLICABLE TAX TREATY.**

## **THE DEALER MANAGERS, THE TENDER AGENT AND THE INFORMATION AGENT**

The Offeror has retained J.P. Morgan Securities LLC, Mizuho Securities USA LLC, TD Securities (USA) LLC, and Wells Fargo Securities, LLC to act as Dealer Managers, and D.F. King & Co., Inc. to act as the Tender Agent and the Information Agent, for the Tender Offer. The Offeror has agreed to pay each of the Dealer Managers and D.F. King & Co., Inc. customary fees for their services in connection with the Tender Offer and to reimburse each of the Dealer Managers and D.F. King & Co., Inc. for its reasonable out-of-pocket expenses. Further, the Offeror has agreed to indemnify the Dealer Managers and their respective affiliates against certain liabilities, including liabilities under federal securities laws or to contribute to payments any or all of them may be required to make in respect of those liabilities.

At any given time, the Dealer Managers or any of their respective affiliates may trade Notes or other securities of the Offeror or its affiliates for their own account or for the accounts of their respective customers, and accordingly, may hold a long or a short position in the Notes or such other securities. To the extent that any of the Dealer Managers or their respective affiliates hold Notes during the Tender Offer, they may tender such Notes pursuant to the terms of the Tender Offer.

The Dealer Managers and certain of their affiliates have provided in the past, and may provide in the future, financial, advisory, investment banking and general banking, commercial banking services to the Offeror or its affiliates, for which they have received and will receive customary fees and commissions. In addition, the Dealer Managers are acting as initial purchasers in connection with the Debt Financing for which they will receive customary fees.

None of the Dealer Managers, the Tender Agent or the Information Agent assumes any responsibility for the accuracy or completeness of the information concerning the Tender Offer or the Offeror contained in this Offer to Purchase or the other Offer Documents or for any failure by the Offeror to disclose events that may have occurred and may affect the significance or accuracy of such information.

The officers and employees of the Offeror or its affiliates (who will not be specifically compensated for such services), the Dealer Managers and the Information Agent may contact Holders by mail, telephone, telex or telegraph regarding the Tender Offer and may request brokers, dealers and other nominees to forward this Tender Offer to Purchase and related materials to beneficial owners of Notes. The Offeror will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

## **MISCELLANEOUS**

The Offeror is not aware of any jurisdiction where the making of the Tender Offer is not in compliance with the laws of such jurisdiction. If the Offeror becomes aware of any jurisdiction where the making of the Tender Offer would not be in compliance with such laws, the Offeror will make a good faith effort to comply with any such laws or may seek to have such laws declared inapplicable to the Tender Offer. If, after such good faith effort, the Offeror cannot comply with any such applicable laws, the Tender Offer will not be made to the Holders residing in each such jurisdiction.

## SCHEDULE A

### Formula for Determining Purchase Price and Accrued Interest

YLD	=	The Repurchase Yield expressed as a decimal number.
CR	=	The contractual redemption price per \$1,000 principal amount of the Notes as of May 15, 2025 (\$1,000.00).
CPN	=	The contractual annual rate of interest payable on a Note expressed as a decimal number.
S	=	The number of days from and including the semi-annual interest payment date immediately preceding the Settlement Date up to, but excluding, the Settlement Date. The number of days is computed using the 30/360 day-count method.
Accrued Interest	=	$\$1,000(\text{CPN}/2)(\text{S}/180)$
Purchase Price	=	The price per \$1,000 principal amount of a Note (excluding Accrued Interest).
A tendering Holder will receive a total amount per \$1,000 principal amount (rounded to the nearest cent) equal to the Purchase Price plus Accrued Interest.		
Formula for the Purchase Price	=	

$$\left[ \frac{\text{CR}}{1 + (\text{YLD}/2) * (1 - \text{S}/180)} \right] + \left[ \frac{\$1,000 (\text{CPN}/2)}{1 + (\text{YLD}/2) * (1 - \text{S}/180)} \right] - \$1,000 (\text{CPN}/2)(\text{S}/180)$$

*The Tender Agent for the Tender Offer is:*

**D.F. KING & CO., INC.**

48 Wall Street – 22<sup>nd</sup> Floor  
New York, New York 10005

Any questions, requests for assistance or requests for additional copies of this Offer to Purchase or the Notice of Guaranteed Delivery may be directed to the Information Agent at its telephone number or address set forth below. Copies of each of these documents are also available at the following web address: [www.dking.com/FOR](http://www.dking.com/FOR).

*The Information Agent for the Tender Offer is:*

**D.F. KING & CO., INC.**

48 Wall Street – 22<sup>nd</sup> Floor  
New York, New York 10005

**Banks and Brokers Call: (212) 269-5550**  
**All Others Call Toll Free: (866) 356-7813**  
**Email: [FOR@dfking.com](mailto:FOR@dfking.com)**

*The Dealer Managers for the Tender Offer are:*

**J.P. Morgan**

**Mizuho**

**TD Securities**

**Wells Fargo Securities**

Any requests for assistance relating to the terms and conditions of the Tender Offer may be directed to J.P. Morgan at its address and telephone numbers set forth below.

**J.P. Morgan Securities LLC**  
**383 Madison Avenue**  
**New York, New York 10179**  
**Attention: Liability Management Group**  
**Toll Free: +1 (866) 834-4666**  
**Collect: +1 (212) 834-7489**