

**OFFER TO PURCHASE FOR CASH AND CONSENT
SOLICITATION STATEMENT OF
TRANSTELCO HOLDING, INC.
Offer to Purchase for
Cash Any and All of
the Outstanding
8% Senior Secured Notes due 2024
(CUSIP No. 57773A AM4)
of
MAXCOM TELECOMUNICACIONES, S.A.B. de C.V.
and
Solicitation of Consents to the Related Indenture**

THE OFFER AND CONSENT SOLICITATION (EACH AS DEFINED BELOW) WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON OCTOBER 21, 2021, UNLESS EXTENDED (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE “EXPIRATION DATE”). HOLDERS OF NOTES (AS DEFINED BELOW) MUST VALIDLY TENDER AND NOT VALIDLY WITHDRAW THEIR NOTES, AND VALIDLY DELIVER AND NOT VALIDLY REVOKE THEIR CONSENTS (AS DEFINED BELOW), AT OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON OCTOBER 6, 2021, UNLESS EXTENDED (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE “EARLY TENDER DATE”), TO RECEIVE THE TOTAL CONSIDERATION (AS DEFINED BELOW). TENDERED NOTES MAY BE WITHDRAWN AND CONSENTS DELIVERED MAY BE REVOKED PRIOR TO 11:59 P.M., NEW YORK CITY TIME, ON OCTOBER 21, 2021, UNLESS EXTENDED (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE “WITHDRAWAL DATE”), AND, EXCEPT AS REQUIRED BY LAW, AFTER SUCH TIME MAY NOT BE VALIDLY WITHDRAWN OR REVOKED. NOTES (AS DEFINED BELOW) MAY NOT BE TENDERED WITHOUT DELIVERING THE RELATED CONSENT, AND NO CONSENT MAY BE REVOKED WITHOUT VALIDLY WITHDRAWING THE RELATED NOTES.

Upon the terms and subject to the conditions set forth in this Offer to Purchase for Cash and Consent Solicitation Statement (as it may be amended or supplemented from time to time, this “*Statement*”), Transtelco Holding, Inc., a Delaware corporation (“*Transtelco*,” “*we*” or “*us*”) hereby offers to purchase for cash any and all of the outstanding 8% Senior Secured Notes due 2024 (the “*Notes*”) issued by Maxcom Telecomunicaciones, S.A.B. de C.V., a *sociedad anónima bursátil* organized under the laws of the United Mexican States (“*Maxcom*” or the “*Issuer*”) (the offer to purchase the Notes, an “*Offer*”). The Offer is being conducted in connection with the proposed Acquisition described herein, which, when completed, will result in the Issuer becoming an indirect subsidiary of Transtelco.

The purpose of the Offer is to purchase any and all of the Notes in connection with the Acquisition, a principal objective of which is to help the Issuer avoid a potential insolvency proceeding (*Concurso Mercantil*) governed by the Mexican *Concursos* Law (*Ley de Concursos Mercantiles*) in Mexico or a potential U.S. bankruptcy proceeding. The Acquisition is subject to the completion of this Offer and Consent Solicitation, among other conditions. We understand that the Issuer does not have the means to repay the amounts that will become due and payable under the Notes. We understand that the Issuer is currently not likely to find a material source of financing to fund the interest and principal payments on the Notes, including the interest payment that was due and not paid on April 26, 2021. We believe that the completion of the Acquisition and the Offer is critical to resolving the Issuer’s liquidity crisis and ensuring its continued viability. We also believe that the Offer would benefit both you and the Issuer by helping the Issuer to avoid contentious litigation that could cause business disruptions or eliminate the overall value of its business. Additionally, Transtelco has no intention to make any scheduled payments of interest or principal on the Notes not purchased in the Offer. See “Terms of the Offer and Consent Solicitation—Purpose of the Offer and Consent Solicitation; Source of Funds.”

In addition, Transtelco is soliciting from the holders of Notes (the “*Holders*”) consents (the “*Consents*”, the term “*Consent*” as used in this Statement shall include the deemed direction from such participating Holders to the Trustee (as defined herein) to execute the Supplemental Indenture and effect the Proposed Amendments (each as defined herein)) to certain proposed amendments (the “*Proposed Amendments*”) to the indenture governing the Notes (the “*Consent Solicitation*”) upon the terms and subject to the conditions set forth in this Statement. The Notes are issued pursuant to an indenture dated as of October 25, 2019, among the Issuer, the guarantors named therein, U.S. Bank, National Association, as trustee (the “*Trustee*”), CIBanco, S.A., Institucion de Banca Multiple, as collateral agent and Banque Internationale a Luxembourg S.A., as Luxembourg Paying Agent and Luxembourg Transfer Agent (as supplemented and amended to date, the “*Indenture*”).

The Proposed Amendments would, with respect to the Indenture, (i) eliminate substantially all of the restrictive covenants and related provisions and certain events of default contained in such Indenture and (ii) shorten the minimum notice period requirement for optional redemptions to three days. Holders may not tender their Notes without delivering Consents pursuant to the Consent Solicitation and may not deliver their Consents without tendering Notes pursuant to the Offer. Similarly, Holders may not withdraw their Notes without revoking Consents pursuant to the Consent Solicitation and may not revoke their Consents without withdrawing Notes pursuant to the Offer. By tendering your Notes, you will be deemed to have validly delivered your Consent to the Proposed Amendments and directed the Trustee to execute the Supplemental Indenture and effect the Proposed Amendments. No additional consideration is payable for a Consent but the Tender Offer Consideration (as defined below) also constitutes consideration for the Consent.

The Offer and Consent Solicitation may be amended, extended, terminated or withdrawn, subject to certain conditions and applicable law, at any time in Transtelco's sole discretion.

The "*Total Consideration*" for each \$1,000 principal amount of Notes validly tendered and not validly withdrawn in the Offer at or prior to the Early Tender Date and accepted for purchase is specified in the table below. The Total Consideration includes an early tender premium specified in the table below (the "*Early Tender Premium*"). Holders who validly tender Notes in the Offer after the Early Tender Date and do not validly withdraw their tenders at or prior to the Expiration Date and whose Notes are accepted for purchase will be entitled to receive, for each \$1,000 principal amount of Notes tendered and accepted for purchase, only the tender offer consideration specified in the table below (the "*Tender Offer Consideration*"), which amount is equal to the Total Consideration *less* the Early Tender Premium. Other than the Total Consideration, Holders of Notes tendered and accepted (and not validly withdrawn) will be deemed (subject to payment of the Tender Offer Consideration or the Total Consideration (as applicable) in respect of such Notes) to have waived any other amounts owed under or in respect of such Notes, including in respect of accrued and unpaid interest on such Notes. No tenders or delivery of Consents will be valid if submitted after the Expiration Date.

Tendered Notes may be withdrawn and delivered Consents revoked prior to the Withdrawal Date and, except as provided herein or required by law, after such time may not be validly withdrawn or revoked. We may extend or otherwise amend the Withdrawal Date, and may extend or otherwise amend the Early Tender Date or the Expiration Date, without otherwise reinstating withdrawal rights of the Holders.

The following table identifies the aggregate principal amount of Notes outstanding, the Tender Offer Consideration, the Early Tender Premium and the Total Consideration of the Notes.

Title of Securities	CUSIP Number ⁽¹⁾	Aggregate Principal Amount Outstanding ⁽²⁾	Payment per \$1,000 Principal Amount of Notes ⁽³⁾		
			Tender Offer Consideration	Early Tender Premium	Total Consideration ⁽⁴⁾
8% Senior Secured Notes due 2024	57773A AM4	US\$56,858,270	US\$465.00	US\$50.00	US\$515.00

(1) No representation is made as to the correctness or accuracy of the CUSIP number listed in this Statement, it is provided for convenience only.

(2) As of the date of this Statement.

(3) Per \$1,000 principal amount of the Notes tendered at or prior to the Expiration Date and accepted for purchase. Holders of Notes tendered and accepted (and not validly withdrawn) will be deemed (subject to payment of the Tender Offer Consideration or the Total Consideration (as applicable) in respect of such Notes) to have waived any other amounts owed under or in respect of such Notes, including in respect of accrued and unpaid interest on such Notes.

(4) The Total Consideration includes the Early Tender Premium for Notes tendered (and not validly withdrawn) at or prior to the Early Tender Date.

The consummation of the Offer and Consent Solicitation is subject to, and conditioned upon, the satisfaction or waiver of certain conditions described in this Statement, including the Financing Condition, the Acquisition Condition and the General Conditions (each as defined herein). In addition, the Offer and Consent Solicitation is subject to, and conditioned upon, the satisfaction of waiver of the condition that at least 90% in aggregate

outstanding principal amount of the Notes (including any Notes which are owned by Transtelco or its affiliates) be validly tendered and not validly withdrawn on or prior to the Expiration Date (the “*Minimum Tender Condition*”). See “Terms of the Offer and the Consent Solicitation.”

The Dealer Manager and Solicitation Agent for the Offer and the Consent Solicitation is:

BCP Securities, LLC

September 23, 2021

Adoption of the Proposed Amendments with respect to the Indenture requires the Consents of the Holders of a majority in aggregate principal amount of Notes (the “*Requisite Consents*”). Holders who validly tender their Notes will be deemed to have validly delivered the related Consents and directed the Trustee to execute the Supplemental Indenture and effect the Proposed Amendments. No Note may be tendered in the Offer and the Consent Solicitation without delivering the related Consent (and related direction), and no Consent may be revoked without validly withdrawing the related Note. Holders who validly withdraw Notes prior to the Withdrawal Date will be deemed to have concurrently revoked the related Consents. However, the Proposed Amendments with respect to the Indenture will not be effected (including the execution of any Supplemental Indenture) (i) unless we purchase, pursuant to the Offer and Consent Solicitation, all Notes duly tendered (and not validly withdrawn) and no less than a majority in aggregate principal amount of outstanding Notes or (ii) if we terminate the Offer and the Consent Solicitation.

The Offer and Consent Solicitation is being made in connection with, and is expressly conditioned upon the closing of, the acquisition by Transtelco Acquisitions III, S. de R.L. de C.V., a Mexican limited liability company (*Sociedad de Responsabilidad Limitada de Capital Variable (S. de R.L. de C.V.)*) (“*TA IIP*”), of shares representing no less than 85% of the capital stock of Maxcom pursuant to a public mandatory tender offer (*Oferta Pública Forzosa de Adquisición*) (the “*Equity Tender Offer*”) made in accordance with the applicable provisions of the Mexican Stock Exchange Act (*Ley del Mercado de Valores*) (such acquisition of the outstanding Maxcom shares through the Equity Tender Offer, the “*Acquisition*”). The Acquisition is expected to close on or about October 26, 2021, subject to satisfaction of the conditions specified in the Prospectus (*Folleto Informativo*) for the Equity Tender Offer (the “*Equity Tender Offer Prospectus*”). Following completion of the Acquisition, Maxcom will be an indirect subsidiary of Transtelco. See “Certain Information About Transtelco and the Acquisition—The Acquisition.”

Consummation of the Offer and Consent Solicitation and payment for Notes validly tendered pursuant to the Offer are subject to the satisfaction or waiver of certain conditions, including, but not limited to, the satisfaction or waiver of the Financing Condition, the Acquisition Condition, the Minimum Tender Condition and the General Conditions (each as defined herein). Transtelco reserves the right, in its sole discretion, to waive any and all conditions to the Offer and Consent Solicitation. See “The Terms of the Offer and the Consent Solicitation—Conditions to Consummation of the Offer and the Consent Solicitation.”

The Proposed Amendments are more fully described under “Proposed Amendments.” If the Proposed Amendments become operative, Holders who do not validly tender their Notes at or prior to the Expiration Date, or at all, will be bound by the Proposed Amendments, meaning that (i) such Notes will no longer have the benefit of most of the restrictive covenants and related provisions and events of default contained in the Indenture and (ii) the redemption notice period for optional redemptions will be shortened to three days. In addition, such Holders will not be entitled to receive any consideration in the Offer and the Consent Solicitation.

The Issuer, the Guarantors and the Trustee will execute a supplement to the Indenture (the “*Supplemental Indenture*”) with respect to the Proposed Amendments, which, subject to the completion of the Acquisition, the Issuer expects to do promptly following the receipt of the Requisite Consents. The Supplemental Indenture will become effective upon execution by the Issuer and the Trustee but will provide that the Proposed Amendments therein will not become operative until we purchase in the Offer at least 90% in aggregate principal amount of the outstanding Notes.

If the Offer or the Consent Solicitation is terminated or withdrawn, the existing Indenture governing the Notes will remain in effect in its present form. However, if the Proposed Amendments become operative, Holders who do not tender Notes will be bound by the Proposed Amendments, meaning that their Notes will be governed by the Indenture as amended by the Supplemental Indenture. See “Terms of the Offer and the Consent Solicitation—Consent Solicitation.”

All of the Notes are held in book-entry form. In the event of a termination or withdrawal of the Offer and the Consent Solicitation, Notes tendered through The Depository Trust Company (“*DTC*”) will be credited to the Holder through DTC and the Holder’s DTC participant. In the event Notes tendered are not purchased, they will be promptly credited to the Holder’s account in the same manner.

Provided that the conditions to the Offer and the Consent Solicitation have been satisfied or waived, payment for Notes purchased in the Offer shall be made on the Settlement Date (as defined below), except as described below. The “*Settlement Date*” shall promptly follow the Expiration Date.

Upon the terms and subject to the conditions of the Offer, we will notify the Tender Agent (as defined below) promptly after the Early Tender Date or the Expiration Date, as applicable, which tendered Notes are accepted for purchase and payment on the Settlement Date pursuant to the Offer. If you validly tender your Notes and deliver the Consents in connection with the Consent Solicitation and we accept Notes for purchase, subject to the terms and conditions of the Offer, we will pay you the Total Consideration or Tender Offer Consideration. Other than the Total Consideration, Holders of Notes tendered and accepted (and not validly withdrawn) will be deemed (subject to payment of the Tender Offer Consideration or the Total Consideration (as applicable) in respect of such Notes) to have waived any other amounts owed under or in respect of such Notes, including in respect of accrued and unpaid interest on such Notes. No tenders or delivery of Consents will be valid if submitted after the Expiration Date.

Notwithstanding any other provision of the Offer, we will not be required to accept any Notes for purchase, and may terminate, extend or amend the Offer and the Consent Solicitation, and may postpone, subject to Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), the acceptance of Notes so tendered if any of the conditions of the Offer and the Consent Solicitation set forth under “Terms of the Offer and the Consent Solicitation—Conditions of the Offer and the Consent Solicitation” have not been satisfied or waived.

Subject to applicable law, Transtelco reserves the right to (i) waive any and all conditions to the Offer and the Consent Solicitation as permitted by law, (ii) extend or terminate the Offer and the Consent Solicitation, including the Withdrawal Date, Early Tender Date and Expiration Date, or (iii) otherwise amend the Offer and/or the Consent Solicitation.

We have entered into a Support Agreement dated as of September 23, 2021 with certain beneficial holders of Notes representing approximately 56% of the total amount of Notes outstanding (the “*Consenting Noteholders*”), whereby the Consenting Noteholders agreed to tender their Notes in the Offer subject to the terms and conditions set forth therein. The Consenting Noteholders have agreed with us to support the Offer on the terms described in this Statement, subject to certain conditions, including that the Acquisition shall occur and that we shall finance the Issuer’s resulting mandatory redemption obligation with respect to the Junior PIK Notes described further herein. We have agreed to fund the mandatory redemption obligation with respect to the Junior PIK Notes simultaneously with the settlement of the Offer (the “*Simultaneous Funding Requirement*”). If we fail to fund both simultaneously, the Consenting Noteholders may require that the tender and acceptance of all Notes tendered be rescinded and the Notes returned to Holders (and the implied consent to the Proposed Amendments will also rescinded) (the “*Subsequent Rescission*”). The right of the Consenting Holders to invoke a Subsequent Rescission will be in addition to the rights of the Consenting Holders to enforce the obligation of Transtelco to effect the Simultaneous Funding Requirement.

See “Terms of the Offer and the Consent Solicitation—Significant Consequences to Holders,” and “Certain Tax Consequences” for a discussion of certain factors that should be considered in evaluating the Offer and the Consent Solicitation, and also see “Proposed Amendments” for a description of the Proposed Amendments.

We have retained BCP Securities, LLC. to act as Dealer Manager and Solicitation Agent in connection with the Offer and the Consent Solicitation (the “*Dealer Manager and Solicitation Agent*”). D.F. King & Co., Inc. is acting as both the Tender Agent (in such capacity, the “*Tender Agent*”) and the Information Agent (in such capacity, the “*Information Agent*”) for the Offer and the Consent Solicitation.

U.S. Bank, National Association, is the Trustee for the Notes. U.S. Bank National Association, in each of its capacities including but not limited to Trustee, (a) has not participated in or been involved in the preparation of this Statement or the Offer and assumes no responsibility and has no liability for the contents herein or for the Offer and (b) has not undertaken to perform or monitor or otherwise be involved with any duty of, and shall not be liable for any actions taken by, Transtelco, the Issuer, the Tender Agent and Information Agent, the Dealer Manager, Solicitation Agent or any other Person.

Neither this Statement nor any related document has been approved by the U.S. Securities and Exchange Commission (the “SEC”) or any U.S. federal or state securities commission or regulatory authority. No authority has passed upon the accuracy or adequacy of this Statement, and it is unlawful and may be a criminal offense to make any representation to the contrary.

None of Transtelco, the Issuer, the Tender Agent and Information Agent, the Dealer Manager and Solicitation Agent or the Trustee is making any recommendation as to whether you should tender your Notes or deliver your Consent in response to the Offer and the Consent Solicitation.

THE INFORMATION CONTAINED IN THIS STATEMENT HAS NOT BEEN REVIEWED OR AUTHORIZED BY THE SEC OR THE *COMISIÓN NACIONAL BANCARIA Y DE VALORES* (THE “CNBV”) OF MEXICO. WE HAVE NOT FILED WITH THE SEC OR THE CNBV A REQUEST FOR AUTHORIZATION OR REGISTRATION OF THIS STATEMENT. THE OFFER DOES NOT CONSTITUTE A PUBLIC OFFERING IN MEXICO AND MAY NOT BE PUBLICLY DISTRIBUTED IN MEXICO. IN MAKING A DECISION, ALL HOLDERS, INCLUDING ANY MEXICAN HOLDERS, MUST RELY ON THEIR OWN REVIEW AND EXAMINATION OF THE ISSUER.

IMPORTANT INFORMATION

All of the Notes are registered in the name of Cede & Co., the nominee of DTC. Any Holder desiring to tender Notes pursuant to the Offer who holds Notes in book-entry form must (i) request such Holder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction or (ii) tender pursuant to the procedures for book-entry transfer set forth herein. Beneficial owners whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to tender Notes with respect to Notes so registered. See "Terms of the Offer and the Consent Solicitation—Procedures for Tendering Notes and Delivering Consents."

Tendering Holders will not be obligated to pay brokerage fees or commissions to Transtelco, the Dealer Manager and Solicitation Agent, the Tender Agent and Information Agent, the Trustee or DTC.

We have not provided guaranteed delivery provisions in connection with the Offer and the Consent Solicitation. You must tender your Notes and deliver your Consents in accordance with the procedures set forth under "Terms of the Offer and the Consent Solicitation—Procedures for Tendering Notes and Delivering Consents."

Requests for additional copies of this Statement or the other documents relating to the Offer and the Consent Solicitation and requests for assistance relating to the procedure for tendering Notes and delivering Consents may be directed to the Information Agent at the address and telephone numbers on the last page of this Statement. Requests for assistance relating to the terms and conditions of the Offer and the Consent Solicitation may be directed to the Dealer Manager and Solicitation Agent at the addresses and telephone numbers on the last page of this Statement. Beneficial owners may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance regarding the Offer and the Consent Solicitation.

DTC has authorized DTC participants that hold Notes on behalf of beneficial owners of Notes through DTC to tender their Notes as if they were the Holders. To effect such a tender, DTC participants should transmit their acceptance to DTC through the DTC Automated Tender Offer Program ("ATOP"), for which the transaction will be eligible, and follow the procedure for book-entry transfer set forth in "Terms of the Offer and the Consent Solicitation—Procedures for Tendering Notes and Delivering Consents."

A beneficial owner of Notes that are held of record by a broker, dealer, commercial bank, trust company or other nominee must instruct such broker, dealer, commercial bank, trust company or other nominee to tender the Notes on the beneficial owner's behalf. See "Terms of the Offer and the Consent Solicitation—Procedures for Tendering Notes and Delivering Consents."

This Statement contains important information which should be read before any decision is made with respect to the Offer and the Consent Solicitation.

This Statement does not constitute an offer to purchase Notes or a solicitation of Consents in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such an offer or solicitation under applicable securities or blue sky laws. The delivery of this Statement shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in any attachments hereto or in the affairs of Transtelco, or the Issuer 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 Statement and, if given or made, such information or representation may not be relied upon as having been authorized by Transtelco, the Issuer, the Tender Agent and Information Agent, the Dealer Manager and Solicitation Agent or the Trustee.

YOU SHOULD READ THIS STATEMENT CAREFULLY BEFORE MAKING A DECISION WHETHER TO TENDER YOUR NOTES OR DELIVER YOUR CONSENTS.

From time to time, following completion of the Acquisition, we or the Issuer may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or

otherwise or we may redeem any or all Notes, pursuant to their terms, but we are under no obligation to do any of the foregoing. Neither this Statement nor the Offer constitutes a notice of redemption under the optional redemption provisions of the Indenture.

The Trustee and the Dealer Manager and Solicitation Agent have not independently verified, make no representation or warranty, express or implied, regarding, and assume no responsibility for, the accuracy or adequacy of the information provided herein. The Trustee and the Dealer Manager and Solicitation Agent will conclusively rely on the results of the Offer and the Consent Solicitation as reported by the Tender Agent and us, and the Trustee and the Dealer Manager and Solicitation Agent will have no liability in connection therewith.

IMPORTANT DATES

You should take note of the following dates in connection with the Offer and the Consent Solicitation:

Date	Calendar Date and Time	Event
Early Tender Date	October 6, 2021 at 5:00 p.m., New York City time, unless extended.	The last day and time to tender Notes and deliver Consents in the Offer and the Consent Solicitation to qualify for payment of the Total Consideration (which includes the Early Tender Premium).
Withdrawal Date	October 21, 2021 at 11:59 p.m., New York City time, unless extended.	The deadline to validly withdraw tendered Notes and validly revoke delivered Consents in connection with the Consent Solicitation. Notes tendered and Consents delivered after the Withdrawal Date may not be withdrawn or revoked.
Expiration Date	October 21, 2021 at 11:59 p.m., New York City time, unless extended.	The last day and time to tender Notes in the Offer to qualify for payment of the Tender Offer Consideration.
Settlement Date	Promptly after the Expiration Date. Expected to be October 26, 2021. See “Summary—Settlement Date.”	If we accept Notes for purchase in the Offer, we will deposit with DTC (and at the same time satisfy the Simultaneous Funding Requirement), upon direction of the Tender Agent, the amount of cash necessary to pay to each Holder of Notes that are accepted for purchase the Total Consideration or Tender Offer Consideration. Other than the Total Consideration, Holders of Notes tendered and accepted (and not validly withdrawn) will be deemed (subject to payment of the Tender Offer Consideration or the Total Consideration (as applicable) in respect of such Notes) to have waived any other amounts owed under or in respect of such Notes, including in respect of accrued and unpaid interest on such Notes. No tenders or delivery of Consents will be valid if submitted after the Expiration Date. DTC will make any payments to each Holder.

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SUMMARY

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

Offeror..... The Offer and the Consent Solicitation is being made by Transtelco Holding, Inc., a Delaware corporation, in connection with the transactions contemplated by the Subscription Agreement.

IssuerMaxcom Telecomunicaciones, S.A.B de C.V., a *sociedad anónima bursátil* organized under the laws of the United Mexican States.

The Notes	Title of Securities	CUSIP Numbers	Principal Amount Outstanding
	8% Senior Secured Notes due 2024	57773A AM4	US\$56,858,270 ⁽¹⁾

(1) As of the date of this Statement.

The Offer..... Upon the terms and subject to the conditions set forth in this Statement, we are offering to purchase for cash any and all of the Notes

Purpose of the Offer;

Source of Funds..... The purpose of the Offer is to repurchase any and all of the Notes in connection with the Acquisition, a principal objective of which is to help the Issuer avoid a potential insolvency proceeding (*Concurso Mercantil*) governed by the Mexican *Concurso* Law (*Ley de Concursos Mercantiles*) in Mexico or a potential U.S. bankruptcy proceeding. The Acquisition is subject to the completion of this Offer and Consent Solicitation, among other conditions. We understand that the Issuer does not have the means to repay the amounts that will become due and payable under the Notes. We understand that the Issuer is currently not likely to find a material source of financing to fund the interest and principal payments on the Notes, including the interest payment that was due and not paid on April 26, 2021. We believe that the completion of the Acquisition and the Offer is critical to resolving the Issuer's liquidity crisis and ensuring its continued viability. We also believe that the Offer would benefit both you and the Issuer by helping the Issuer to avoid contentious litigation that could cause business disruptions or eliminate the overall value of its business. Additionally, Transtelco has no intention to make any scheduled payments of interest or principal on the Notes not purchased in the Offer. The purpose of the Consent Solicitation is to (i) eliminate substantially all of the restrictive covenants and related provisions and events of default contained in the Indenture and (ii) shorten the minimum notice period requirement for optional redemptions to three days. We intend to fund the aggregate required Total Consideration and the costs and expenses of the Offer and the Consent Solicitation from the proceeds of one or more borrowings under credit facilities, on terms and conditions acceptable to Transtelco in its sole discretion, and cash on hand, as necessary. See "Terms of the Offer and the Consent Solicitation—Purpose of the Offer and the Consent Solicitation; Source of Funds."

Effect of the Offer on Any Unpurchased Notes.....

As a result of the consummation of the Offer and the Consent Solicitation, the aggregate principal amount of Notes outstanding is expected to be reduced, which may adversely affect the liquidity of the Notes that remain outstanding. See "Terms of the Offer and the Consent Solicitation—Significant Consequences to Holders."

Other Purchases of Notes.....

Following the Acquisition, Transtelco or the Issuer may acquire all or part of the Notes that remain outstanding after the Expiration Date, through redemptions, open market or privately negotiated transactions, one or more additional tender offers, or otherwise, upon such terms and at such prices as we or the Issuer may determine, which may be more or less than the prices offered pursuant to the Offer or in a redemption. However, neither we nor the Issuer will be under any obligation to do any of the foregoing, and we currently have no intention to do so.

The Consent

Solicitation..... Upon the terms and subject to the conditions described herein, we are soliciting Consents from Holders of Notes to the Proposed Amendments, which (i) eliminate substantially all of the restrictive covenants and related provisions and certain events of default contained in the Indenture and (ii) shorten the minimum notice period requirement for optional redemptions to three days. Each Holder who wants to tender Notes pursuant to the Offer must deliver a corresponding Consent to the Proposed Amendments pursuant to the Consent Solicitation. By tendering your Notes, you will be deemed to have validly delivered your Consents to the Proposed Amendments and directed the Trustee to execute the Supplemental Indenture and effect the Proposed Amendments. No Note may be tendered in the Offer without delivering the Consent, and no Consent may be revoked without validly withdrawing the Note. Holders who validly withdraw Notes prior to the Withdrawal Date will be deemed to have concurrently revoked the Consent.

Expiration Date.....The Offer and the Consent Solicitation will expire at 11:59 p.m., New York City time, on October 21, 2021, unless extended.

*Consideration for the
Notes and the*

Consents..... Holders who have validly tendered and not validly withdrawn their Notes, and validly delivered and not validly revoked their Consents in connection with the Consent Solicitation, at or prior to the Early Tender Date, and whose Notes are accepted for purchase, will be entitled to receive the Total Consideration specified on the front cover of this Statement, which includes the Early Tender Premium.

Holders who have validly tendered their Notes and delivered Consents in the Consent Solicitation after the Early Tender Date but at or prior to the Expiration Date, and whose Notes are accepted for purchase, will be entitled to receive only the Tender Offer Consideration specified on the front cover of this Statement, which is equal to the Total Consideration minus the Early Tender Premium

Other than the Total Consideration, Holders of Notes tendered and accepted (and not validly withdrawn) will be deemed (subject to payment of the Tender Offer Consideration or the Total Consideration (as applicable) in respect of such Notes) to have waived all other amounts owed under or in respect of such Notes, including in respect of accrued and unpaid interest on such Notes. No tenders or delivery of Consents will be valid if submitted after the Expiration Date.

No additional consideration is payable for the Consent in the Consent Solicitation, but the Tender Offer Consideration in the Offer also constitutes consideration for the Consent.

All accrued and unpaid fees and expenses of the trustee, transfer agent, paying agent, registrar and collateral agent under the Indenture will be paid promptly by Transtelco (if not paid by Maxcom) so that no lien or charge is asserted by any such trustee, transfer agent, paying agent, registrar and collateral agent against the Total Consideration. The Total Consideration will be paid to Holders free of any withholding or other taxes.

Withdrawal..... Tendered Notes and delivered Consents, if applicable, may be validly withdrawn or revoked at any time prior to the Withdrawal Date but may not be validly withdrawn or revoked after such time, except as provided herein or required by law. Holders may not validly revoke Consents unless previously tendered Notes to which the Consents relate are validly withdrawn.

Settlement Date The Settlement Date will promptly follow the Expiration Date.

Acceptance of Tendered

Notes and Payment..... Upon the terms of the Offer and upon satisfaction or waiver of the conditions to the Offer specified herein under “Terms of the Offer and the Consent Solicitation— Conditions of the Offer and the Consent Solicitation,” Transtelco will accept for purchase Notes validly tendered (or defectively tendered, if we waive such defect) and not validly withdrawn.

Conditions of the Offer and the Consent

Solicitation..... Consummation of the Offer and the Consent Solicitation is subject to and conditioned upon satisfaction of (i) the Financing Condition, (ii) the Acquisition Condition, (iii) the Minimum Tender Condition and (iii) the General Conditions, although we may waive any of these conditions in our sole discretion. We reserve the right to terminate or extend the Offer and the Consent Solicitation if any condition to the Offer and the Consent Solicitation is not satisfied (or otherwise in our sole discretion) and to amend the Offer and the Consent Solicitation in any respect. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular Notes or of delivery as to Consents.

Requisite Consents;

Supplemental

Indenture..... If we have received validly delivered (and not validly revoked) Consents from Holders of a majority in aggregate principal amount of the outstanding Notes, as permitted by the Indenture, subject to completion of the Acquisition, the Issuer, the Guarantors and the Trustee will execute the Supplemental Indenture promptly following the receipt of the Requisite Consents. However, the Proposed Amendments with respect to the Indenture will not be effected (including the execution of any Supplemental Indenture) (i) unless we purchase, pursuant to the Offer and Consent Solicitation, all Notes duly tendered (and not validly withdrawn) and no less than a majority in aggregate principal amount of outstanding Notes or (ii) if we terminate the Offer and the Consent Solicitation. The Supplemental Indenture will become effective upon execution by the Issuer and the Trustee but will provide that the Proposed Amendments will become operative only upon our purchase, pursuant to the Offer and Consent Solicitation, of at least 90% in aggregate outstanding principal amount of Notes. The Proposed Amendments are more fully described under “Proposed Amendments.”

*How to Tender Notes
and Deliver*

Consents..... See “Terms of the Offer and the Consent Solicitation—Procedures for Tendering Notes and Delivering Consents.” For further information, call the Tender Agent and Information Agent or the Dealer Manager and Solicitation Agent or consult your broker, dealer, commercial bank, trust company or other nominee for assistance. If your Notes are held by a broker, dealer, commercial bank, trust company or other nominee, you must contact the nominee if you desire to tender your Notes or deliver your Consents. DTC participants are required to transmit their acceptance to DTC through ATOP. Tenders of Notes (and delivery of the Consents) will be accepted only in principal amounts equal to \$1,000 or an integral multiple of \$1.00 in excess thereof.

Certain Tax

Consequences..... For a discussion of certain Mexican federal income tax consequences and certain U.S. federal income tax consequences of the Offer and the Consent Solicitation, see “Certain Tax Consequences.”

Dealer Manager and

Solicitation Agent .. The Dealer Manager and Solicitation Agent for the Offer and the Consent Solicitation is BCP Securities, LLC. The Dealer Manager and Solicitation Agent’s contact information appears on the last page of this Statement.

Tender Agent and

Information Agent ... D.F. King & Co., Inc. is acting as Tender Agent and Information Agent for the Offer and the Consent Solicitation. The Tender Agent and Information Agent’s contact information appears on the last page of this Statement. Requests for additional copies of this Statement should be directed to the Tender Agent and Information Agent.

AVAILABLE INFORMATION

The Issuer is not subject to the information requirements of the Exchange Act. The Issuer is required to furnish certain information, including periodic information such as quarterly and annual reports, to the CNBV and to the Mexican Stock Exchange (*Bolsa Mexicana de Valores, S.A.B. de C.V.*, or “BMV”), which will be available in Spanish for inspection through the BMV’s website at www.bmv.com.mx. The Issuer also posts certain reports on its website at ri.maxcom.com/en in accordance with the terms of the Indenture. The information contained on any website mentioned in this Statement or any website directly or indirectly linked to these websites (including, for the avoidance of doubt, the Issuer’s website), is not part of, and is not incorporated by reference in, this Statement and you should not rely on such information.

FORWARD-LOOKING STATEMENTS

This Statement contains statements that constitute “forward- looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Exchange Act. The forward-looking statements speak only as of the date made, and we undertake no obligation to update forward- looking statements. These forward-looking statements may be identified by the use of the words “believe,” “plan,” “expect,” “anticipate,” “forecast,” “intend,” “continue,” “may,” “will,” “could,” “should,” “future,” “potential,” “estimate” or the negative of such terms and similar expressions that contemplate future events. All statements other than statements of historical fact included in this Statement, including statements regarding the anticipating financing for the Offer, the anticipated Acquisition and the ability to realize anticipated synergies and cost savings, the financial position, business strategy, production and growth and other plans and objectives for our future operations, are forward-looking statements.

Although we believe that such forward-looking statements are based on reasonable assumptions, we give no assurance that our expectations will in fact occur. Important factors could cause actual results to differ materially from those in the forward-looking statements. Forward-looking statements are subject to risks and uncertainties and include information concerning general economic conditions and possible or assumed future results of operations, future cash flows, anticipated capital expenditures, and management’s strategies, plans and objectives.

All forward-looking statements attributable to us are expressly qualified in their entirety by this cautionary statement.

None of the Issuer, the Dealer Manager and Solicitation Agent, the Tender Agent and Information Agent or the Trustee makes any recommendation to any Holder in connection with the Offer and the Consent Solicitation, and neither the Issuer nor any such other person has authorized any person to make any such recommendation. Holders are urged to evaluate carefully all information in this Statement, consult their own investment and tax advisors and make their own decisions whether to tender Notes and deliver Consents and, if tendering, the principal amount of Notes to tender.

CERTAIN INFORMATION ABOUT TRANSTELCO AND THE ACQUISITION

Transtelco Holding, Inc.

Transtelco, a Delaware corporation, is a leading fiber infrastructure provider of high-capacity, low-latency communication solutions between the United States and Mexico.

Our main office is located at 500 W Overland Ave Ste 310, El Paso, TX, 79901-1086, United States. Our internet address is <https://www.transtelco.net>. The information on our website is not incorporated by reference into this Statement.

The Acquisition

TA III will be offering to acquire up to 100% of the issued and outstanding Series “A”, common, registered shares without par value, of Maxcom (the “Shares”) at a price of Ps. 2.20 per Share through the Equity Tender Offer, in accordance with the applicable provisions of the Mexican Stock Exchange Act (*Ley del Mercado de Valores*). The Acquisition is subject to the terms and conditions provided in the Equity Tender Offer Prospectus (*Folleto Informativo*), including that such number of Shares are tendered in the Equity Tender Offer to allow TA III to be the direct holder of at least 85% of the Shares after the completion of Equity Tender Offer. Transtelco also agreed to commence the Offer described in this Statement and the related Consent Solicitation simultaneously with the commencement of the Equity Tender Offer. The Equity Tender Offer is subject to various conditions, including (but not limited to) the completion of this Offer and Consent Solicitation. The obligation of the parties to complete the Acquisition is subject to customary closing conditions, including, among others, certain regulatory approvals. The Acquisition is expected to close on or about October 26, 2021, subject to satisfaction of the conditions specified in the Equity Tender Offer Prospectus. Following completion of the Acquisition, the Issuer will be an indirect subsidiary of Transtelco.

In connection with the Equity Tender Offer and the Acquisition, Transtelco entered into the Subscription Agreement, dated as of May 28, 2021 (the “Subscription Agreement”), by and among Transtelco and each person identified as a “Subscriber” on Schedule A thereof (each, a “Subscriber” and, collectively, the “Subscribers”). Each of the Subscribers is a shareholder of the Issuer, and pursuant to the Subscription Agreement, agreed to purchase and subscribe up to an aggregate amount of 1,374 shares of Transtelco Class F common stock, par value of \$0.01 per share (the “Subscribed Shares”), which Subscribed Shares will be pledged by the Subscribers to Transtelco to secure the obligations of the Subscribers to indemnify and hold harmless Transtelco and TA III for certain Mexican tax liabilities of Maxcom as set forth in the Subscription Agreement. The obligations of each Subscriber to (i) purchase and subscribe for the Subscribed Shares in the proportions set forth on Schedule A of the Subscription Agreement, (ii) to indemnify Transtelco and TA III with respect to certain Mexican tax liabilities of Maxcom and (iii) to pledge and provide a security interest in such Subscribed Shares as collateral to secure such indemnification obligations are subject to the satisfaction or waiver of the terms and conditions set forth in the Subscription Agreement which include, among other conditions, the delivery by shareholders of the Issuer to the Equity Tender Offer broker, prior to the expiration date of the Equity Tender Offer, such number of Shares equal to at least 85% of the issued and outstanding Shares.

The purpose of the Offer is to repurchase any and all of the Notes in connection with the Acquisition, a principal objective of which is to help the Issuer avoid a potential insolvency proceeding (*Concurso Mercantil*) governed by the Mexican *Concursos* Law (*Ley de Concursos Mercantiles*) in Mexico or a potential U.S. bankruptcy proceeding. The Acquisition is subject to the completion of this Offer and Consent Solicitation, among other conditions. We understand that the Issuer does not have the means to repay the amounts that will become due and payable under the Notes. We understand that the Issuer is currently not likely to find a material source of financing to fund the interest and principal payments on the Notes, including the interest payment that was due and not paid on April 26, 2021. We believe that the completion of the Acquisition and the Offer is critical to resolving the Issuer’s liquidity crisis and ensuring its continued viability. We also believe that the Offer would benefit both you and the Issuer by helping the Issuer to avoid contentious litigation that could cause business disruptions or eliminate the overall value of its business. See “Terms of the Offer and the Consent Solicitation—Purpose of the Offer and the Consent Solicitation; Source of Funds”.

In addition, upon successful completion of the Acquisition, which we acknowledge will result in a change of control requiring a mandatory redemption under the indenture governing the Issuer’s junior payment-in-kind notes (the “Junior PIK Notes”), we acknowledge an equity value implied by the Acquisition of US\$30.4 million and that the aggregate amount payable to holders of the Junior PIK Notes as a result of such mandatory redemption would be approximately US\$7.6 million based on such implied equity value. In general, under the terms of the indenture governing the Junior PIK Notes, the aggregate amount payable to holders of the Junior PIK Notes as a result of a change of control requiring a mandatory

redemption (assuming an equity value of US\$75 million or less) is the lesser of (x) the principal amount of Junior PIK Notes outstanding and (y) 25% of the Issuer's equity value.

TERMS OF THE OFFER AND THE CONSENT SOLICITATION

General

We are offering to purchase for cash, upon the terms and subject to the conditions set forth in this Statement, any and all of the 8% Senior Secured Notes due 2024. Valid tenders of Notes pursuant to the Offer and the Consent Solicitation will be accepted only in principal amounts of \$1,000 or an integral multiple of \$1.00 in excess thereof.

In addition, we are soliciting from the Holders of Notes, upon the terms and subject to the conditions set forth in this Statement, Consents to the Proposed Amendments to the Indenture governing the Notes in connection with the Consent Solicitation. Holders who validly tender Notes will be deemed to have validly delivered the related Consents and directed the Trustee to execute the Supplemental Indenture and effect the Proposed Amendments. Holders may not deliver Consents without validly tendering their Notes, and Holders may not revoke Consents without validly withdrawing previously tendered Notes to which such Consents relate. Holders who validly withdraw Notes prior to the Withdrawal Date will be deemed to have concurrently revoked the related Consents.

Total Consideration and Tender Offer Consideration

Holders who have validly tendered and not validly withdrawn their Notes in connection with the Offer, and validly delivered and not validly revoked their Consent in the Consent Solicitation, at or prior to the Early Tender Date, and whose Notes are accepted for purchase, will be entitled to receive the Total Consideration specified on the front cover of this Statement, which includes the Early Tender Premium.

Holders who have validly tendered their Notes and delivered Consents in the Offer and Consent Solicitation after the Early Tender Date, but at or prior to the Expiration Date and whose Notes are accepted for purchase, will be entitled to receive only the Tender Offer Consideration specified on the front cover of this Statement, which is equal to the Total Consideration *less* the Early Tender Premium.

No additional consideration is payable for a Consent, but the Tender Offer Consideration also constitutes consideration for the Consent.

Other than the Total Consideration, Holders of Notes tendered and accepted (and not validly withdrawn) will be deemed (subject to payment of the Tender Offer Consideration or the Total Consideration (as applicable) in respect of such Notes) to have waived any other amounts owed under or in respect of such Notes, including in respect of accrued and unpaid interest on such Notes. No tenders or delivery of Consents will be valid if submitted after the Expiration Date.

Purpose of the Offer and the Consent Solicitation; Source of Funds

The purpose of the Offer is to repurchase any and all of the Notes in connection with the Acquisition, a principal objective of which is to help the Issuer avoid a potential insolvency proceeding (*Concurso Mercantil*) governed by the Mexican *Concursos* Law (*Ley de Concursos Mercantiles*) in Mexico or a potential U.S. bankruptcy proceeding. The Acquisition is subject to the completion of this Offer and Consent Solicitation, among other conditions. We understand that the Issuer does not have the means to repay the amounts that will become due and payable under the Notes. We understand that the Issuer is currently not likely to find a material source of financing to fund the interest and principal payments on the Notes, including the interest payment that was due and not paid on April 26, 2021. We believe that the completion of the Acquisition and the Offer is critical to resolving the Issuer's liquidity crisis and ensuring its continued viability. We also believe that the Offer would benefit both you and the Issuer by helping the Issuer to avoid contentious litigation that could cause business disruptions or eliminate the overall value of its business.

The purpose of the Consent Solicitation is to (i) eliminate substantially all of the restrictive covenants and related provisions and certain events of default contained in the Indenture and (ii) shorten the minimum notice period requirement for optional redemptions to three days.

We expect to finance purchases of Notes in the Offer with proceeds of one or more borrowings under credit facilities, on terms and conditions acceptable to Transtelco in its sole discretion, and cash on hand, as necessary.

Consummation of the Offer and the Consent Solicitation is expressly contingent upon, among other things, the satisfaction or waiver of the Financing Condition and the Acquisition Condition (as defined below). See “—Conditions to the Offer and the Consent Solicitation” below.

Conditions of the Offer and the Consent Solicitation

Notwithstanding any other provisions of the Offer and the Consent Solicitation and in addition to (and not in limitation of) Transtelco’s right to extend or amend the Offer and the Consent Solicitation, Transtelco shall not be required to accept for purchase, purchase or pay for, and may delay the acceptance for purchase of, or payment for, any tendered Notes, in each event subject to Rule 14e-1 under the Exchange Act, and may terminate the Offer and the Consent Solicitation, if any of the Financing Condition, the Acquisition Condition, the Minimum Tender Condition or the General Conditions set forth below shall not have been satisfied or waived:

(i) The “*Financing Condition*” shall mean the successful completion by Transtelco of one or more borrowings under credit facilities, on terms and conditions acceptable to Transtelco in its sole discretion, that, together with available cash, is sufficient to fund the purchase of all Notes tendered pursuant to the Offer;

(ii) The “*Acquisition Condition*” shall mean the consummation of the Acquisition;

(iii) The *Minimum Tender Condition*; and

(iv) The “*General Conditions*” shall be deemed to be satisfied on the Settlement Date, unless any of the following conditions shall occur on or after the date of this Statement and on or prior to the date that we accept such tendered Notes for purchase:

(a) there shall have been instituted, threatened or be pending any action or proceeding before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Offer and the Consent Solicitation, that is, or is reasonably likely to be, in the sole judgment of Transtelco, materially adverse to the business, operations, properties, condition (financial or other), assets, liabilities or prospects of Transtelco or its subsidiaries;

(b) there shall have been any statute, rule, regulation, judgment, order or injunction promulgated, entered, enforced, enacted, issued or deemed applicable to the Offer and the Consent Solicitation by any domestic or foreign, federal or state governmental authority or court which directly or indirectly (1) prohibits, or makes illegal or delays or otherwise directly or indirectly restrains the acceptance for payment, payment for or purchase of some or all of the Notes or Consents or the consummation of the Offer and the Consent Solicitation; (2) renders Transtelco unable to accept for payment, pay for or purchase some or all of the Notes tendered; or (3) imposes or confirms material limitations on the scope, validity or effectiveness of the ability of Transtelco to acquire or hold or to exercise full rights of ownership of the Notes tendered;

(c) there shall have been any significant adverse change in the price of the Notes or debt securities of Transtelco or in the United States or Mexican securities or financial markets;

(d) there shall have occurred any change or development, including, without limitation, any change or development involving a prospective change in or affecting the business or financial affairs of Transtelco or the Issuer that, in the sole judgment of Transtelco, would or might prohibit, prevent, restrict or delay consummation of the Acquisition, the Offer or the Consent Solicitation or would or might impair in any respect the contemplated benefits of the Offer and the Consent Solicitation to Transtelco or that is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or other), assets, liabilities or prospects of Transtelco or its subsidiaries; or

(e) there shall have occurred, in the sole judgment of Transtelco, (1) any general suspension of, or shortening of hours for, or limitation on prices for, trading in securities in the United States or Mexican securities or financial markets, (2) a material impairment in the United States or Mexican trading markets for debt securities, (3) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or Mexico (whether or not mandatory), (4) any limitation (whether or not mandatory) by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, or other event that might affect the extension of credit by banks or other lending institutions, (5) a commencement of a war or armed hostilities or other national or

international calamity directly or indirectly involving the United States or Mexico or (6) in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof.

The conditions of the Offer and the Consent Solicitation are for the sole benefit of Transtelco and may be asserted by Transtelco, in its sole discretion, regardless of the circumstances (including any action or inaction by Transtelco) giving rise to such conditions, or may be waived by Transtelco, in whole or in part, at any time or from time to time, in its sole discretion, except as required by law. The failure by Transtelco at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right, and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time. Any determination by Transtelco concerning the events described in this section shall be final and binding upon all persons.

If any condition to the Offer is not satisfied or waived by Transtelco prior to the Expiration Date, Transtelco reserves the right, subject to applicable law (but shall not be obligated) to:

- terminate the Offer and the Consent Solicitation and return the tendered Notes and delivered Consents;
- waive all unsatisfied conditions and accept for payment and purchase the Notes that have been validly tendered;
- extend the Offer and the Consent Solicitation, including the Withdrawal Date, Early Tender Date and Expiration Date, and continue to hold the Notes that have been validly tendered during the period for which the Offer and the Consent Solicitation are extended; or
- amend the Offer and the Consent Solicitation.

Subject to applicable law, Transtelco expressly reserves the right, in its sole discretion, to terminate the Offer and Consent Solicitation at any time. If Transtelco terminates the Offer and Consent Solicitation, it will notify the Tender and Information Agent, and all of the Notes theretofore tendered and Consents delivered pursuant to the Offer and Consent Solicitation will be returned promptly to the tendering Holders thereof.

Simultaneous Funding Requirement and Subsequent Rescission

We have agreed to fund the mandatory redemption obligation with respect to the Junior PIK Notes simultaneously with the settlement of the Offer (the “*Simultaneous Funding Requirement*”). If we fail to fund both simultaneously, the Consenting Noteholders may require that the tender and acceptance of all Notes tendered be rescinded and the Notes returned to Holders (and the implied consent to the Proposed Amendments will also be rescinded) (the “*Subsequent Rescission*”). The right of the Consenting Holders to invoke a Subsequent Rescission will be in addition to the rights of the Consenting Holders to enforce the obligation of Transtelco to effect the Simultaneous Funding Requirement.

Significant Consequences to Holders

The following considerations, in addition to the other information described elsewhere herein, should be carefully considered by each Holder before deciding whether to tender Notes or deliver Consents pursuant to the Offer and Consent Solicitation.

If the Offer Is Not Consummated, the Issuer May Be Subject to an Involuntary Mexican or U.S. Reorganization Related Proceeding and there may be negative consequences for Holders if the Offer is not successful

We understand that the Issuer does not have the means to repay the amounts that will become due and payable under the Notes. We understand that the Issuer is currently not likely to find a material source of financing to fund the interest and principal payments on the Notes, including the interest payment that was due and not paid on April 26, 2021. We believe that the completion of the Acquisition and the Offer is critical to resolving the Issuer’s liquidity crisis and ensuring its continued viability and would help the Issuer avoid contentious litigation that could cause business disruptions or eliminate the overall value of its business. In addition, we believe that the completion of the Acquisition and the Offer would help the Issuer avoid a potential insolvency proceeding (*Concurso Mercantil*) governed by the Mexican *Concurso* Law (*Ley de Concursos Mercantiles*) in Mexico or a potential U.S. bankruptcy proceeding. Therefore, if the Offer is not successful, your eventual recovery may be less than what you would have received in the Offer.

Position of Transtelco and the Issuer Concerning the Offer and the Consent Solicitation

None of Transtelco, the Issuer, the Dealer Manager and Solicitation Agent, the Tender Agent and Information Agent or the Trustee makes any recommendation to any Holder in connection with the Offer and the Consent Solicitation, and neither Transtelco, the Issuer nor any such other person has authorized any person to make any such recommendation. Holders are urged to evaluate carefully all information in this Statement, consult their own investment and tax advisors and make their own decisions whether to tender Notes and deliver Consents and, if tendering, the principal amount of Notes to tender.

The consideration offered to purchase the Notes does not reflect any independent valuation of the Notes and does not take into account events or changes in financial markets (including interest rates) after the commencement of the Offer and the Consent Solicitation. Transtelco has not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Notes. If a Holder tenders its Notes, the Holder may or may not receive as much or more value than if it chooses to keep them.

Limited Trading Market

The Notes are listed on the Euro MTF, the alternative trading market of the Luxembourg Stock Exchange. The trading market for the Notes that are not tendered and accepted for purchase pursuant to the Offer and Consent Solicitation could become more limited than the existing trading market to the reduction in the principal amount of the Notes outstanding upon consummation of the Offer and the Consent Solicitation. A more limited trading market might adversely affect the liquidity and market price of the Notes, and may result in price volatility of the Notes. If a market for the Notes that are not tendered exists or develops, the Notes may trade at a discount to the price at which they were issued or would trade if the principal amount outstanding were not reduced had the Offer and Consent Solicitation not occurred. There can, however, be no assurance that an active market in the Notes will exist, develop or be maintained, or as to the prices and discounts at which the Notes may trade, after the Offer and the Consent Solicitation is consummated.

Effect of the Proposed Amendments on Unpurchased Notes

If the Proposed Amendments become operative, any Notes that are not tendered and purchased pursuant to the Offer and the Consent Solicitation will remain outstanding and will be subject to the terms of the Indenture. As a result of the adoption of the Proposed Amendments, (i) such Notes will no longer have the benefit of certain of the restrictive covenants and related provisions and events of default contained in the Indenture and (ii) the redemption notice period for optional redemptions will be shortened to three days. The elimination of these covenants and other provisions will permit Maxcom to take certain actions previously prohibited that could increase the credit risk with respect to Maxcom, adversely affect the market price and credit rating of the remaining Notes or otherwise be materially adverse to the interests of the Holders of Notes. In addition, the adoption of the Proposed Amendments will permit Maxcom to take additional actions previously prohibited by the Indenture that could further impair the market price and credit rating of the remaining Notes. See “Proposed Amendments.”

The Proposed Amendments will not relieve Maxcom from its obligation to make scheduled payments of principal and accrued interest on the Notes not purchased pursuant to the Offer. However, Transtelco has no intention to make any scheduled payments of interest or principal on the Notes not purchased in the Offer.

From time to time in the future, we may acquire Notes that are not tendered in the Offer and the Consent Solicitation through open market purchases, privately negotiated transactions, redemptions permitted under the terms of such Notes and the Indenture, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine (or as provided for in the Indenture and/or Notes, in the case of redemptions), which may be more or less than the price to be paid pursuant to the Offer and the Consent Solicitation and could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we or our affiliates might choose to pursue in the future. However, we currently have no intention to pursue any such alternatives.

If your Notes are validly tendered and accepted in the Offer and Consent Solicitation, you will be giving up all of your rights as a Holder of those Notes, except your right to receive the Tender Offer Consideration or the Total Consideration (as applicable).

If your Notes are validly tendered and accepted (and not validly withdrawn) in the Offer and Consent Solicitation,

you will be giving up all of your rights as a Holder of those Notes (except your withdrawal rights, if applicable) and your right to receive the Tender Offer Consideration or the Total Consideration, including, without limitation, your right to future interest and principal payments with respect to the Notes.

The receipt of cash in exchange for Notes will generally be a taxable transaction for U.S. federal income tax purposes.

The receipt of cash in exchange for Notes will generally be a taxable transaction for U.S. federal income tax purposes to U.S. Holders (defined below). See “Certain Tax Consequences” regarding certain potential U.S. federal income tax considerations of the Offer and Consent Solicitation to beneficial owners of Notes.

Redemption, Repurchase, etc.

Following the Acquisition, Transtelco or the Issuer may acquire all or part of the Notes that remain outstanding after the Expiration Date, through redemptions, open market or privately negotiated transactions, one or more additional tender offers, or otherwise, upon such terms and at such prices as we or the Issuer may determine, which may be more or less than the prices offered pursuant to the Offer or in a redemption. However, neither we nor the Issuer will be under any obligation to do any of the foregoing.

Expiration Date; Early Tender Date; Extensions; Amendments

The Offer and the Consent Solicitation expire on the Expiration Date, unless extended, in which case the Expiration Date will be such date to which the Expiration Date is extended, as applicable. However, notwithstanding any of provision of this Statement, the Offer and the Consent Solicitation will not be extended past the expiration of the Equity Tender Offer; and Transtelco commits that the payment of the Tender Offer Consideration and the Total Consideration will occur no later than the date on which the Shares are purchased by Transtelco Acquisitions under the Equity Tender Offer. Holders will have withdrawal rights (and the Withdrawal Date will thereafter be extended) with respect to their tendered Notes if the Expiration Date is extended beyond the Withdrawal Date.

Holders wishing to receive the Total Consideration must tender their Notes, and deliver their Consents in connection with the Consent Solicitation, at or prior to the Early Tender Date, unless extended, in which case the Early Tender Date will be such date to which the Early Tender Date is extended.

Subject to the Simultaneous Funding Requirement, we may extend the Early Tender Date or the Expiration Date for any purpose, including, without limitation, to permit the satisfaction or waiver of all conditions to the Offer and the Consent Solicitation. In any such case, we reserve the right not to extend withdrawal rights unless required by law or by the terms of the Support Agreement. In order to extend the Early Tender Date or the Expiration Date, we will notify DTC, and will make a public announcement on the next business day after the previously scheduled Early Tender Date or Expiration Date, as applicable. Such announcement will state that we are extending the Early Tender Date or the Expiration Date, as applicable, for a specified period or on a daily basis. Without limiting the manner in which we may choose to make a public announcement of any extension, amendment or termination of the Offer and the Consent Solicitation, we will not have any obligation to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release.

We expressly reserve the right, subject to applicable law, to:

- delay accepting Notes or Consents pursuant to the Offer and the Consent Solicitation without extending withdrawal rights, unless required by law or by the terms of the Support Agreement;
- extend the Offer and the Consent Solicitation without extending withdrawal rights, unless required by law or by the terms of the Support Agreement;
- terminate or withdraw the Offer and the Consent Solicitation; and
- amend, modify or, waive at any time, or from time to time, the terms of the Offer and the Consent Solicitation in any respect, including waiver of any conditions to consummation of the Offer and the Consent Solicitation without extending withdrawal rights, unless required by law or by the terms of the Support Agreement.

If we exercise any such right, we will give written notice thereof to DTC and will make a public announcement thereof as promptly as practicable.

The minimum period during which the Offer and the Consent Solicitation will remain open following material changes in the terms of the Offer and the Consent Solicitation or in the information concerning the Offer and the Consent Solicitation will depend upon the facts and circumstances of such change, including the relative materiality of the changes. If we change the consideration or principal amount of Notes sought, the Offer and the Consent Solicitation must remain open for at least ten business days including the date we disseminate notice of such change. If we amend any terms of the Offer and the Consent Solicitation in a manner we determine will constitute a material change adversely affecting any Holder, we will promptly disclose any such amendment in a manner reasonably calculated to inform Holders of such amendment, and we will extend the Offer and the Consent Solicitation for a time period that we deem appropriate, depending upon the significance of the amendment and the manner of disclosure to Holders, if the Offer and the Consent Solicitation would otherwise expire during such time period.

Procedures for Tendering Notes and Delivering Consents

The method of tendering Notes and delivering Consents and all other required documents, including delivery through DTC and any acceptance of an Agent's Message (as defined below) transmitted through ATOP, is at the election and risk of the person tendering the Notes, delivering the Consents or transmitting an Agent's Message and, except otherwise provided, delivery will be deemed made only when actually received by the Tender Agent.

Tenders of Notes (and delivery of the Consents) will be accepted only in principal amounts equal to \$1,000 or an integral multiple of \$1.00 in excess thereof.

Any Holder 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 and deliver Consents should contact such broker, dealer, commercial bank, trust company or other nominee promptly and instruct such nominee to submit instructions on such Holder's behalf. Please check with your nominee to determine the procedure for such firm.

A defective tender of Notes and delivery of Consents (which defect is not waived by Transtelco or cured by the Holder) will not constitute a valid tender of Notes and delivery of Consents and will not entitle the Holder thereof to the Total Consideration or the Tender Offer Consideration.

Tender of Notes Held Through DTC

The Tender Agent will establish one or more ATOP accounts on behalf of Transtelco with respect to the Notes promptly after the date of this Statement. ATOP allows a financial institution that is a participant in DTC's system to make book-entry delivery of Notes by causing DTC to transfer Notes into the ATOP account. Tenders of Notes and deliveries of Consents are effected through the ATOP procedures by delivery of an Agent's Message by DTC to the Tender Agent. The term "*Agent's Message*" means a message transmitted by DTC and received by the Tender Agent through the ATOP system and forming part of a book-entry confirmation ("*Book-Entry Confirmation*"), which states that DTC has received an express acknowledgment from the tendering participant, which acknowledgment states that (i) such participant has received and agrees to be bound by this Statement and that Transtelco may enforce such agreement against such participant, (ii) such participant has full power and authority to tender, exchange, assign, transfer and deliver the Notes or the Consents and (iii) when the tendered Notes are accepted for payment by Transtelco, Transtelco will acquire good and marketable title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims.

An Agent's Message must be received at or prior to the Early Tender Date to make such Holder eligible to receive the Early Tender Premium. Delivery of tendered Notes and delivered Consents must be made to the Tender Agent pursuant to the book-entry delivery procedures described herein.

Delivery through DTC and acceptance of an Agent's Message transmitted through ATOP is at the risk of the Holder, and delivery will be deemed made when actually received by the Tender Agent. Holders must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC to validly tender their Notes and deliver their Consents.

No Letter of Transmittal and No Guaranteed Delivery

There will be no Letter of Transmittal for the Offer. In addition, Transtelco will not permit tenders of Notes by guaranteed delivery procedures. Notes being tendered must be delivered to the Tender Agent in accordance with the

procedures described in this Statement, at or prior to the Early Tender Date (in order for you to be eligible to receive the Total Consideration) or the Expiration Date (in order for you to be eligible to receive the Tender Offer Consideration).

Acceptance of Notes for Purchase; Payment for Notes and Consents

On the terms and subject to the conditions of the Offer and Consent Solicitation, we intend to accept for purchase, and pay for validly tendered Notes that were not validly withdrawn pursuant to the Offer, upon the satisfaction or waiver of the conditions to the Offer and Consent Solicitation specified under “—Conditions of the Offer and the Consent Solicitation.” We will promptly pay the Tender Agent for Notes accepted.

Transtelco expressly reserves the right to delay acceptance of any of the Notes and Consents or to terminate the Offer and Consent Solicitation and not accept for purchase any Notes not theretofore accepted if any of the Financing Condition or the Acquisition Condition or the Minimum Tender Condition or the General Conditions shall not have been satisfied or waived by Transtelco, subject to applicable law. Transtelco will make payment of the Total Consideration or the Tender Offer Consideration, as the case may be, promptly after the acceptance for purchase of Notes validly tendered and not validly withdrawn, and Consents validly delivered and not validly revoked in the Consent Solicitation, pursuant to the Offer and the Consent Solicitation. In all cases, the purchase of Notes accepted for purchase pursuant to the Offer will be made only after timely confirmation of a transfer to the Tender Agent pursuant to the procedures set forth under “—Procedures for Tendering Notes and Delivering Consents.”

For purposes of the Offer and the Consent Solicitation, Transtelco will be deemed to have accepted for payment tendered Notes if and when Transtelco gives written notice to the Tender Agent of its acceptance for payment of such Notes. Payment for Notes will be made by Transtelco in immediately available funds by deposit with the Tender Agent on the Settlement Date of the aggregate purchase price of such Notes accepted for purchase.

Under no circumstances will any interest be payable by Transtelco because of any delay in the transmission of funds from the Tender Agent to the tendering Holders. Transtelco expressly reserves the right, in its sole discretion and subject to Rule 14e-1(c) under the Exchange Act, to delay acceptance for payment of or payment for the Notes in order to comply, in whole or in part, with any applicable law or stock exchange requirements.

All questions as to the form of all documents and the validity (including the time of receipt), eligibility, acceptance, withdrawal and revocation of tendered Notes or delivered Consents will be determined by Transtelco in its sole discretion, which determination shall be final and binding. Transtelco expressly reserves the absolute right (i) to reject any and all tenders of Notes or deliveries of Consents not in proper form and, in the case of Notes, to determine whether the acceptance of or payment by it for such tenders of such Notes would be unlawful and (ii) subject to applicable law, to waive or amend any of the conditions to the Offer and the Consent Solicitation, or to waive any defect or irregularity in the tender of Notes or delivery of Consents. None of Transtelco, the Issuer, the Dealer Manager and Solicitation Agent, the Tender Agent and Information Agent or the Trustee or any other person, will be under any duty to give notification of any defects or irregularities in tenders of Notes or deliveries of Consents or will incur any liability for failure to give any such notification. No tender of Notes or delivery of Consents will be deemed to have been validly made until all defects and irregularities with respect to such Notes or Consents have been cured or waived. The terms and conditions of the Offer and the Consent Solicitation will be interpreted by Transtelco in its sole discretion and such interpretation will be final and binding on all parties.

If any tendered Notes or delivered Consents are not accepted for purchase because of an invalid tender or delivery, the occurrence or nonoccurrence of certain other events set forth herein or otherwise, then such unaccepted Notes or Consents will be credited to the appropriate participant's account maintained at DTC as promptly as practicable after the Expiration Date or the termination of the Offer and the Consent Solicitation. No alternative, conditional or contingent tenders of Notes or deliveries of Consents will be accepted.

Payment of Consideration

Transtelco will pay for Notes accepted for purchase in the Offer and the Consent Solicitation by depositing such payment in cash with the Tender Agent, which will act as agent for you for the purpose of receiving the Total Consideration or the Tender Offer Consideration, and transmitting the Total Consideration or the Tender Offer Consideration to you on the Settlement Date. Tendering Holders should indicate the book-entry transfer facility account and, in the case of Holders who electronically transmit their acceptance through ATOP, the name and address to which payment of the cash consideration and/or certificates evidencing Notes not accepted for purchase, each as appropriate, are to be issued or sent, if different from the name and address of the person transmitting such acceptance through DTC.

Persons who are beneficial owners of Notes but are not Holders and who seek to tender Notes should contact the Holder of such Notes and instruct such Holder to tender on such beneficial owner's behalf. Any Notes properly tendered prior to or as of the Expiration Date accompanied by a properly transmitted Agent's Message for such Notes will be transferred of record by the registrar either prior to or as of the Expiration Date at Transtelco's discretion.

Holders of Notes purchased in the Offer will not be obligated to pay brokerage commissions or fees to the Dealer Manager and Solicitation Agent. Transtelco will pay all charges and expenses in connection with the Offer and the Consent Solicitation. See "Dealer Manager and Solicitation Agent; Tender Agent; Information Agent." Transtelco will pay all transfer taxes, if any, with respect to the Notes. If, however, Notes not accepted for tender are to be delivered to, or are to be registered or issued in the name of, any person other than the Holder, or if tendered Notes are to be registered in the name of any person other than the person electronically transmitting acceptance through ATOP, or if a transfer tax is imposed for any reason other than the purchase of Notes pursuant to the Offer and the Consent Solicitation, then the amount of any such transfer tax (whether imposed on the Holder or any other person) will be payable by the tendering Holder. If satisfactory evidence of payment of such tax or exemption therefrom is not submitted, then the amount of such transfer tax will be deducted from the Total Consideration or Tender Offer Consideration, as applicable, otherwise payable to such tendering Holder. Any remaining amount will be billed directly to such tendering Holder.

Withdrawal of Notes; Revocation of Consents

Tendered Notes may be withdrawn and delivered Consents revoked at any time prior to the Withdrawal Date and, except as provided herein or required by law, after such time may not be validly withdrawn or revoked. Subject to applicable law and the terms of the Support Agreement, we may extend or otherwise amend the Withdrawal Date, the Early Tender Date or the Expiration Date, without otherwise reinstating withdrawal rights of the Holders except as provided above should the Expiration Date be extended beyond the Withdrawal Date. In the event of a termination of the Offer and the Consent Solicitation without any Notes being purchased, Notes not purchased will be promptly returned to the tendering Holders.

Withdrawals of Notes will be deemed revocation of the Consents thereto to the Proposed Amendments. Consents may not be validly revoked unless the related Notes are also validly withdrawn from the Offer and Consent Solicitation, except that if a Holder tenders Notes in the Offer and Consent Solicitation and we do not purchase such Notes, the Consents will also be deemed to be revoked when the Notes are returned to the Holder.

For a withdrawal of a tendered Note or a revocation of a delivered Consent to be effective, a written or facsimile transmission notice of withdrawal or revocation must be received by the Tender Agent prior to the Withdrawal Date by a properly transmitted "Request Message" through ATOP. Any such notice of withdrawal or revocation must (i) specify the name of the person who tendered the Notes or delivered the Consents to be withdrawn or revoked, the name in which those Notes were registered (or, if tendered by a book-entry transfer, the name of the participant in DTC whose name appears on the security position listing as the owner of such Notes, if different from that of the person who deposited the Notes), and (ii) contain the description of the Notes to be withdrawn or Consents to be revoked, the certificate number or numbers of such Notes, unless such Notes were tendered by book-entry delivery, and the aggregate principal amount represented by such Notes.

Transtelco reserves the right to contest the validity of any withdrawal or revocation. A purported notice of withdrawal or revocation that is not received by the Tender Agent in a timely fashion will not be effective to withdraw a Note or revoke a Consent previously tendered.

Permitted withdrawals of tendered Notes or revocations of delivered Consents may not be rescinded, and any Notes properly withdrawn or Consents properly revoked will thereafter be deemed not validly tendered or delivered for purposes of the Offer and the Consent Solicitation; *provided, however*, that withdrawn Notes or revoked Consents may be re-tendered or re-delivered by following one of the appropriate procedures described herein at any time at or prior to the Expiration Date.

If Transtelco extends the Offer and the Consent Solicitation (including the Early Tender Date) or is delayed in its acceptance for purchase of Notes or is unable to purchase Notes pursuant to the Offer and the Consent Solicitation for any reason, then, without prejudice to Transtelco's rights under the Offer and the Consent Solicitation, the Tender Agent may, subject to applicable law, retain tendered Notes or delivered Consents on behalf of Transtelco, and such Notes or Consents may not be withdrawn (subject to Rule 14e-1 under the Exchange Act, which requires that Transtelco deliver the consideration offered or return the Notes deposited by or on behalf of the Holders of Notes promptly after the termination or withdrawal of the Offer and the Consent Solicitation), except to the extent that tendering Holders are entitled to withdrawal

rights as described herein.

All questions as to the validity, form and eligibility (including the time of receipt) of notices of withdrawal of Notes or revocation of Consents will be determined in the sole discretion of Transtelco, whose determination will be final and binding on all parties. None of Transtelco, the Issuer, the Information Agent and Tender Agent, the Dealer Manager and Solicitation Agent, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal of Notes or revocation of Consents or incur any liability for failure to give any such notification.

PROPOSED AMENDMENTS

We are proposing, subject to the completion of the Acquisition, to cause the Issuer to amend certain provisions of the Indenture in connection with the Consent Solicitation. To be effective, the Proposed Amendments of the Indenture must receive the Consents of the Holders of a majority in aggregate principal amount of the outstanding Notes. However, the Proposed Amendments with respect to the Indenture will not be effected (including the execution of any Supplemental Indenture) (i) unless we purchase, pursuant to the Offer and Consent Solicitation, all Notes duly tendered (and not validly withdrawn) and no less than a majority in aggregate principal amount of outstanding Notes or (ii) if we terminate the Offer and the Consent Solicitation.

This section sets forth a brief description of the Proposed Amendments for the Indenture. This summary is qualified in its entirety by reference to the full and complete provisions contained in the Indenture and the form of the Supplemental Indenture. Holders who tender their Notes will, by the act of tendering, be consenting to the Proposed Amendments.

Proposed Amendments

The Supplemental Indenture would, among other things, delete the following sections or clauses from the Indenture and all references thereto in their entirety (capitalized terms used in this paragraph but not defined have the meanings assigned to them in the Indenture):

- Section 4.03 “Reports”;
- Section 4.04 “Compliance Certificate”;
- Section 4.05 “Taxes”;
- Section 4.06 “Stay, Extension and Usury Laws”;
- Section 4.07 “Restricted Payments”;
- Section 4.08 “Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries”;
- Section 4.09 “Incurrence of Indebtedness and Issuance of Preferred Stock”;
- Section 4.10 “Asset Sales”;
- Section 4.11 “Transactions with Affiliates”;
- Section 4.12 “Liens”;
- Section 4.13 “Business Activities”;
- Section 4.14 “Corporate Existence”;
- Section 4.15 “Offer to Repurchase Upon Change of Control”;
- Section 4.16 “Additional Note Guarantees; Additional Security”;
- Section 4.17 “Designation of Restricted and Unrestricted Subsidiaries”;
- Section 4.18 “Listing”;
- Section 4.20 “Sale and Leaseback Transactions”;
- Section 4.21 “Limitation on the Sale or Issuance of Capital Stock of Restricted Subsidiaries”;
- Section 5.01 “Merger, Consolidation, or Sale of Assets”;
- Section 5.02 “Successor Corporation Substituted”; and
- Sections 6.01 (c), (d), (e), (f), (g), (h) and (i) “Events of Default”

In addition, the Proposed Amendments would shorten the minimum notice period requirement for optional redemptions from not less than 30 days to three days. Also, the Proposed Amendments would eliminate the Events of Default under the Indenture, other than Events of Default relating to failures to make payments on the Notes. The Notes will also be deemed to be amended to delete or conform all provisions to ensure consistency with the Supplemental Indenture.

When Amendments Become Effective

The Issuer and the Guarantors intend, subject to completion of the Acquisition, to execute the Supplemental Indenture promptly following our receipt of the Requisite Consents with respect to the Indenture. The Supplemental Indenture will become effective when executed by the Issuer, the Guarantors and the Trustee. However, the Supplemental Indenture will become operative only upon our purchase, pursuant to the Offer and Consent Solicitation, of all Notes duly tendered (and not validly withdrawn) and no less than a majority in aggregate principal amount of outstanding Notes the Offer and the Consent Solicitation. If such purchase does not occur, whether because the Offer and Consent Solicitation is terminated by us or for any other reason, the Proposed Amendments to be effected by the Supplemental Indenture will not be operative, and the Indenture and the Notes will remain in their current form.

In connection with the execution of the Supplemental Indenture and effectuation of the Proposed Amendments, the Tender Agent shall provide the Trustee with a certification of the amount of the aggregate principal amount of outstanding Notes that have provide a Consent and the Trustee shall be entitled to conclusively rely on such certification, in addition to any other certifications and opinions to be delivered to it at or prior to the execution of the Supplemental Indenture or pursuant to the terms of the Supplemental Indenture.

CERTAIN TAX CONSEQUENCES

Certain Mexican Federal Income Tax Considerations

The following is a summary of certain Mexican federal income tax consequences arising from the sale of a Note in the Offer and Consent Solicitation, and is based upon the federal tax laws of Mexico as in effect on the date of this document, all of which are subject to change, including retroactively. The Mexican federal tax provisions could be amended during the term of the Offer and Consent Solicitation. We do not assume any obligation to inform about amendments to the federal tax laws of Mexico applicable throughout the term of the Offer and Consent Solicitation.

This summary does not purport to be a comprehensive description of all Mexican federal and other Mexican tax considerations that may be relevant to a decision to participate in the Offer and Consent Solicitation and tendering any Notes. This summary deals only with Mexican federal tax laws as applicable to Holders of Notes that are non-resident of Mexico for tax purposes and that do not hold the Notes or have a permanent establishment for tax purposes in Mexico (each a “**Non-Mexican Holder**”). The summary does not address any tax consequences under the law of any state or municipality of Mexico, or under the laws of any other taxing jurisdiction.

The tax implications described herein may vary depending on the applicability of a treaty for the avoidance of double taxation entered into by Mexico and in effect. Mexico has entered into or may be negotiating several treaties regarding the avoidance of double taxation with various countries that may have an impact on the tax treatment of the ownership or disposition of a Note.

A HOLDER OF NOTES SHOULD CONSULT ITS OWN TAX ADVISORS AS TO THE MEXICAN AND FOREIGN TAX CONSEQUENCES OF THE OWNERSHIP OR DISPOSITION OF THE NOTES, INCLUDING, IN PARTICULAR, THE EFFECT OF ANY NON-MEXICAN, OR MEXICAN STATE OR MUNICIPAL TAX LAWS OR REGULATIONS, OR OF ANY TAX TREATIES TO WHICH MEXICO IS A PARTY THAT ARE IN EFFECT.

Mexican Federal Income Tax Considerations

For purposes of Mexican taxation, an individual or legal entity that does not satisfy the requirements to be considered a resident of Mexico for tax purposes or that does not maintain a permanent establishment for tax purposes in Mexico to which income is attributable, will be considered a non-Mexican resident for tax purposes and will be deemed a Non-Mexican Holder for purposes of this summary.

Generally, an individual is a resident of Mexico if such individual has established his or her home (*casa habitación*) in Mexico. When such individual has a home (*casa habitación*) in another country, the individual will be considered a resident of Mexico for tax purposes, if his/her center of vital interests is located in Mexico, which is deemed to occur if (i) more than 50% of such individual's total income, in any calendar year, derives from a Mexican source, or (ii) such individual's principal center of professional activities is located in Mexico. Mexican nationals who filed a change of tax residence to a country or jurisdiction that does not have a comprehensive exchange of information agreement with Mexico and where his/her income is subject to a preferential tax regime as defined by the Mexican law, will be considered Mexican residents for tax purposes during the year of the filing of the notice of such residence change and during the following three years. Mexican nationals that are employed by the Mexican government are deemed residents of Mexico, even if his/her center of vital interests is located outside of Mexico. Mexican nationals are considered by default Mexican residents for tax purposes, unless they provide evidence to the contrary.

A legal entity is considered a resident of Mexico if it has established in Mexico the principal administration of its business or the effective location of its management.

If a legal entity or an individual is not a resident of Mexico for tax purposes but is deemed to have a permanent establishment in Mexico for Mexican tax purposes, all income attributable to that permanent establishment will be subject to Mexican income taxes, in accordance with applicable Mexican tax laws.

Mexico has entered into tax treaties for the avoidance of double taxation with several other countries; for instance, the governments of the United States and Mexico ratified an income tax treaty, as amended from time to time, which came into effect on January 1, 1994 (the U.S.-Mexico Tax Treaty). The United States and Mexico have also entered into an agreement that covers the exchange of information with respect to tax matters. Holders of Notes should consult their own tax advisors as to the tax consequences, if any, of the application of any such treaties.

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

Taxation of Non-Mexican Holders that Participate in the Offer

Sale of a Note Pursuant to the Offer and Consent Solicitation. The sale of a Note by a Non-Mexican Holder pursuant to the Offer and Consent Solicitation will be considered a taxable event for Mexican tax purposes. As a result of such event, a Non-Mexican Holder may be subject to income tax on gains obtained on the sale of the Note pursuant to the Offer and Consent Solicitation.

Gains realized by a Non-Mexican Holder, on the sale of the Notes to the Company pursuant to the Offer and Consent Solicitation will be considered to be interest income and as such are subject to Mexican income tax withholding (as described below). The Non-Mexican Holder's basis in the Notes will be the amount received by us for such Notes at the time the Notes were issued. The gain or loss obtained by a Non-Mexican Holder will be determined by subtracting from the consideration received by the Non-Mexican Holder (including the Early Tender Premium and accrued interest paid), the Non-Mexican Holder's basis in the Notes.

Interest payments (including gains treated as interest). Pursuant to the Mexican Income Tax Law, payments of interest (including gains the Early Tender Premium) on the Notes made to a Non-Mexican Holder will be subject to Mexican withholding tax at a rate of 4.9%. A 10% withholding tax may be applicable in some instances, as provided by the regulations regarding the taxation of securities sold by foreign residents.

Payments of interest on the Notes (including gains on the sale of any Notes pursuant to the Offer and Consent Solicitation that are treated as interest, including the Early Tender Premium) made to non-Mexican pension and retirement funds will be exempt from Mexican withholding tax provided that:

- such fund is duly incorporated pursuant to the laws of its country of residence and is the effective beneficiary of the interest payment;
- such income is exempt from taxes in its country of residence; and
- such fund provides information to us, that we may in turn provide to the Mexican Tax Administration Service in accordance with rules issued by the Mexican Tax Administration Service for these purposes.

As required by the indenture under which the Notes were issued, the Company will pay such additional interest as may be necessary so that the net amount of such payments received by each tendering holder of Notes (including additional interest) after such withholding of Mexican tax will not be less than the amount such holder would have received if such Mexican tax had not been so withheld. Non-Mexican Holders or beneficial owners of Notes may be requested to, subject to specified exceptions and limitations, provide certain information or documentation necessary to apply the appropriate Mexican withholding tax rate on interest payments under the Notes made to such Non-Mexican Holders or beneficial owners, such as a tax residence certificate. In the event that the specified information or documentation concerning the Non-Mexican Holder or beneficial owner, if requested, is not timely provided completely or at all, the maximum applicable withholding Mexican tax rate may be applicable to the interest payments and we may not gross-up for taxes imposed on any such interest payments.

If the beneficial owners, whether acting directly or indirectly, individually or jointly with related parties, receive more than 5% of the interest (including gains on the sale of a Note pursuant to the Offer and Consent Solicitation that are treated as interest) paid under the sale of the Notes and (i) are persons who own, directly or indirectly, individually or with related parties, 10% of our voting stock or (ii) are corporations or other entities, of which 20% or more of the voting stock is owned, directly or indirectly, jointly or severally, by persons related to us, the Mexican withholding tax rate applicable to payments of interest (including gains on the sale of a Note pursuant to the Offer and Consent Solicitation that are treated as interest) under our notes may be the maximum applicable rate according to the law, which is currently 35%. For these purposes, persons will be considered related if (1) one person holds an interest in the business of the other person; (2) both persons have common interests; or (3) a third party has an interest in the business or assets of both persons.

Other Mexican Taxes

There are no Mexican stamp, registration or similar taxes or duties payable by Non-Mexican Holders of the Notes or in connection with the Offer and Consent Solicitation.

Certain U.S. Federal Income Tax Considerations

The following discussion summarizes certain U.S. federal income tax consequences of the Offer and Consent Solicitation 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 on the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), applicable Treasury regulations promulgated thereunder, judicial authority and administrative interpretations, all as in effect as of the date hereof and all of which are subject to change, possibly with retroactive effect, or are subject to different interpretations. 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 of the Offer and the Consent Solicitation.

This discussion assumes that the Notes are held as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion is not a complete description of all of the U.S. federal income tax consequences of the Offer and Consent Solicitation and does not address specific tax consequences to persons subject to special treatment under U.S. federal income tax law (including, for example, banks or other financial institutions, dealers in securities or currencies, traders in securities that mark their securities to market, former citizens or long-term residents of the United States, persons who hold their Notes as part of a hedge, straddle or conversion transaction, insurance companies, regulated investment companies, real estate investment trusts, entities treated as partnerships or other flow-through entities for U.S. federal income tax purposes and holders of interests therein, 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, passive foreign investment companies, controlled foreign corporations, persons subject to the U.S. anti-inversion rules, persons subject to the alternative minimum tax or tax-exempt entities). In addition, this discussion does not address U.S. federal estate or gift tax laws, the federal tax on net investment income, the tax consequences attributable to persons required to accelerate the recognition of any item of gross income as a result of such income being recognized on an applicable financial statement or the tax consequences arising under the laws of any state, local or foreign jurisdiction. For purposes of this discussion, “holder” means a U.S. Holder (as defined herein).

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of a partner of the partnership generally will depend upon the status of the partner and the activities of the partnership and certain determinations made at the partner level. If a holder is a partner of a partnership holding Notes, such holder should consult its tax advisor about the U.S. federal income tax consequences of the Offer and Consent Solicitation.

We believe, and the following discussion assumes, that the Notes are not instruments subject to the 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 Offer and Consent Solicitation could differ from those discussed below. You should consult your tax advisor regarding the possible application of the contingent payment debt instrument rules to the Notes.

This summary of certain U.S. federal income tax consequences is not intended, and should not be construed, to be tax or legal advice to any particular holder. Holders should consult their tax advisors concerning the application of the U.S. federal income, estate and gift and Medicare tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction or any applicable tax treaties, and the possible effect of changes in applicable tax law.

Tax Consequences to Tendering U.S. Holders

The following discussion is limited to certain U.S. federal income tax consequences relevant to a U.S. Holder. As used herein, a “U.S. Holder” is any beneficial owner of Notes that is, for U.S. federal income tax purposes:

- an individual who is a U.S. citizen or U.S. resident;
- a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- 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 Treasury regulations to be treated as a United States person.

Tender of Notes Pursuant to the Offer and Consent Solicitation

The receipt of cash by a U.S. Holder in exchange for Notes pursuant to the Offer and Consent Solicitation will be a taxable transaction for U.S. federal income tax purposes. A U.S. Holder that receives cash for Notes pursuant to the Offer and Consent Solicitation will recognize gain or loss, if any, equal to the difference between (i) the amount of cash received (including any Early Tender Premium if treated as additional consideration (as discussed below)) 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 U.S. Holder paid for such Note (i) increased by, if applicable, the amount of any market discount (as described below) that the U.S. Holder has previously included in income with respect to the Note, and (ii) reduced by, if applicable, the amount of 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 principal amount of the Note. Subject to the discussion below regarding market discount, any gain or loss recognized on a tender of a Note 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 is more than one year at the time of the disposition pursuant to the Offer and Consent Solicitation. Long-term capital gains recognized by certain non-corporate U.S. Holders currently are eligible for reduced rates of taxation. The deductibility of capital losses may be subject to limitation.

Early Tender Premium

The U.S. federal income tax treatment of the receipt of the Early Tender Premium by U.S. Holders that tender Notes pursuant to the Offer and Consent Solicitation is uncertain. Under the Code, any amount received by a U.S. Holder on the retirement of a debt instrument is generally treated as being received in exchange for the debt instrument. Although the issue is not free from doubt, we intend to take the position that the Early Tender Premium is additional consideration for the Notes, in which case such a payment would be treated in the manner described above. It is possible, however, that the Early Tender Premium may be treated as a separate fee that generally would be subject to tax as ordinary income rather than as additional consideration for the Notes, in which case, if a U.S. Holder has a capital loss on the sale of the Notes pursuant to the Offer and Consent Solicitation, such holder generally would be limited in its ability to use the capital loss to offset any ordinary income resulting from the Early Tender Premium. Additionally, the tax treatment of the Early Tender Premium would also affect the source of such payment and, accordingly, the U.S. Holder's ability to credit foreign taxes (if any) imposed on such payment or to properly calculate the U.S. Holder's foreign tax credit limitation for U.S. federal income tax purposes. U.S. Holders should consult their tax advisors as to the proper treatment of the Early Tender Premium.

Market Discount

Any gain recognized by a tendering U.S. Holder with respect to a Note will be treated as ordinary income, rather than capital gain, to the extent of any market discount on the Note that has accrued during the period that the tendering U.S. Holder held the Note 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 subsequent to its acquisition was less than the principal amount of the Note by at least 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. Any amount treated as ordinary income pursuant to the market discount rules should be treated as income from sources outside the United States. U.S. Holders should consult their 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. If Notes are tendered by a U.S. Holder and accepted for payment by us pursuant to the Offer and Consent Solicitation, information reporting will generally apply to such payments (including amounts attributable to accrued but unpaid interest) unless the U.S. Holder is one of certain exempt recipients. Additionally, backup withholding (currently at a rate of 24%) will generally apply to payments of the foregoing amounts, unless a U.S. Holder provides the applicable withholding agent with a taxpayer identification number, certified under penalties of perjury, as well as certain other information (generally on IRS Form W-9), or otherwise establishes an exemption from backup withholding.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, and may entitle a U.S. Holder to a refund, provided the required information is timely furnished to the IRS.

Reportable Transaction Reporting. Pursuant to Treasury regulations, a U.S. Holder that recognizes a foreign currency loss in a taxable year that exceeds \$50,000 in the case of an individual or trust, or certain other holders, may be required to disclose the transaction as a "reportable transaction" on IRS Form 8886 (or a suitable substitute). U.S. Holders should consult their own tax advisors as to the possible obligation to file IRS Form 8886 with respect to the ownership or disposition of the notes, or any related transaction, including without limitation, the disposition of any non-U.S. currency received.

Consequences to Non-Tendering Holders

Subject to the discussion below under "—Proposed Amendments," holders that do not surrender their Notes for purchase pursuant to the Offer should not recognize any gain or loss as a result of the Offer and the Consent Solicitation, and the adjusted tax basis, holding period, and accrued market discount (if any) with respect to their Notes should be unaffected.

Proposed Amendments

The U.S. federal income tax consequences to holders whose Notes are not purchased pursuant to the Offer and Consent Solicitation of the adoption of the Proposed Amendments depend, in part, upon whether the adoption of the Proposed Amendments results in a "significant modification" of their Notes. If the Proposed Amendments are adopted and constitute a significant modification of the Notes under applicable Treasury regulations, holders of such Notes would be deemed for U.S. federal income tax purposes to have exchanged such Notes for "new" Notes that include the terms of the Proposed Amendments.

Under general principles of U.S. federal income tax law, the modification of a debt instrument can give rise to a deemed exchange of the debt instrument upon which gain or loss is recognized if the modified debt instrument differs materially either in kind or in extent from the original debt instrument, even if no actual exchange of the debt instrument occurs. In this regard, governing Treasury regulations provide that, as a general rule, a modification of a debt instrument is a "significant modification" and thus results in a deemed exchange of the debt instrument when, based on all the facts and circumstances and taking into account all changes in the terms of the debt instrument collectively (other than certain specified changes), the legal rights or obligations, that are altered, and the degree to which they are altered, are economically significant. In addition to the general rule, the Treasury regulations provide specific rules under which certain modifications to a debt instrument are treated as significant modifications. However, there are various safe harbor provisions in the Treasury regulations that may apply to prevent a change from being treated as a significant modification.

The Treasury regulations specifically provide that a modification of a debt instrument that adds, deletes or alters "customary accounting or financial covenants" is not a significant modification but do not define "customary accounting or financial covenants." Although the matter is not free from doubt, we intend to take the position that the adoption of the Proposed Amendments should not result in a deemed exchange of a Note for a "new" Note by any holders that do not tender.

The IRS could take the position, however, that the adoption of the Proposed Amendments results in a deemed exchange of "old" Notes for "new" Notes. If such a position were taken and sustained, the deemed exchange would be a taxable transaction unless the deemed exchange constituted a tax-free recapitalization. It is unclear whether such an exchange would qualify as a tax-free recapitalization. If the deemed exchange were treated as a taxable transaction, the non-tendering holder may recognize gain. The "new" Notes may also be treated as issued with original issue discount.

Holders that do not tender their Notes pursuant to the Offer and Consent Solicitation should consult their tax advisors regarding the possibility of their Notes being deemed exchanged for U.S. federal income tax purposes as a result of the adoption of the Proposed Amendments.

THE FOREGOING DISCUSSION IS NOT INTENDED TO BE A COMPLETE ANALYSIS OR DESCRIPTION OF ALL POTENTIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OR OTHER TAX CONSEQUENCES OF THE SALE OF NOTES PURSUANT TO THE OFFER AND CONSENT SOLICITATION. THUS, HOLDERS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES OF THE OFFER AND CONSENT SOLICITATION TO THEM, INCLUDING TAX RETURN REPORTING

REQUIREMENTS, THE APPLICABILITY AND THE EFFECT OF U.S. FEDERAL, STATE, LOCAL, FOREIGN AND OTHER APPLICABLE TAX LAWS AND THE EFFECT OF ANY PROPOSED CHANGES IN THE TAX LAWS.

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

We have retained BCP Securities, LLC to act as Dealer Manager and Solicitation Agent in connection with the Offer and the Consent Solicitation. The Dealer Manager and Solicitation Agent may contact you regarding the Offer and the Consent Solicitation and may request brokers, dealers, commercial banks, trust companies or other nominees to forward this Statement and related materials to beneficial owners of Notes.

We have agreed to pay the Dealer Manager and Solicitation Agent a customary fee for its services and to reimburse the Dealer Manager and Solicitation Agent for its reasonable and documented out-of-pocket expenses in connection therewith. We have also agreed to indemnify the Dealer Manager and Solicitation Agent and certain of its affiliates against certain liabilities in connection with their services, including liabilities under the federal securities laws.

The Dealer Manager and Solicitation Agent and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. From time to time, the Dealer Manager and Solicitation Agent and its affiliates have provided and may in the future provide investment banking, commercial banking and other financial services to Transtelco and/or the Issuer in the ordinary course of business, for which they have received, and may in the future receive, customary compensation. The Dealer Manager and Solicitation Agent or its affiliates are lenders under Transtelco's credit facility and may be engaged as underwriters in connection with financing for the Offer. In addition, the Dealer Manager and Solicitation Agent or its affiliates may hold some of the outstanding Notes, and, to the extent that the Dealer Manager and Solicitation Agent or its affiliates own Notes during the Offer and the Consent Solicitation, they may tender such Notes pursuant to the terms of this Statement. In the ordinary course of business, the Dealer Manager and Solicitation Agent and its affiliates may participate in loans and actively trade the debt and equity securities of Transtelco or the Issuer, including the Notes, for its own account or for the accounts of customers and, accordingly, the Dealer Manager and Solicitation Agent and its affiliates may at any time hold long or short positions in such securities. As a result, the Dealer Manager and Solicitation Agent may at any time own certain of Transtelco's or the Issuer's securities, including the Notes. In addition, the Dealer Manager and Solicitation Agent may tender Notes in the Offer and the Consent Solicitation for its own account.

D.F. King & Co., Inc. has been appointed Tender Agent for the Offer and the Consent Solicitation. All deliveries and correspondence sent to the Tender Agent should be directed to the address set forth on the last page of this Statement. We have agreed to pay the Tender Agent reasonable and customary fees for its services and to reimburse the Tender Agent for its reasonable and documented out-of-pocket expenses in connection therewith. We have also agreed to indemnify the Tender Agent for certain liabilities, including liabilities under the federal securities laws.

D.F. King & Co., Inc. also has been appointed Information Agent for the Offer and the Consent Solicitation. Requests for additional copies of documentation may be directed to the Information Agent at the address set forth on the last page of this Statement. We have agreed to pay the Information Agent reasonable and customary fees for its services and to reimburse the Information Agent for its reasonable and documented out-of-pocket expenses in connection therewith. We have also agreed to indemnify the Information Agent for certain liabilities, including liabilities under the federal securities laws.

Neither the Dealer Manager and Solicitation Agent nor the Tender Agent and Information Agent assumes any responsibility for the accuracy or completeness of the information concerning us or our affiliates, or the Issuer, or the Notes contained or referred to in this Statement and related documents.

In connection with the Offer and the Consent Solicitation, our and our affiliates' officers and other representatives may solicit tenders or consents by use of the mails, personally or by telephone, facsimile, telegram, electronic communication or other similar methods. We will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Statement and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

In order to tender Notes in the Offer, a Holder should tender pursuant to ATOP. Any questions or requests for assistance concerning the Offer may be directed to the Dealer Manager or the Tender Agent and Information Agent at the addresses and telephone numbers set forth below. Requests for additional copies of this Statement or any other documents may be directed to the Tender Agent and Information Agent. Beneficial owners also may contact their Custodians for assistance concerning the Offer.

The Tender Agent for the Offer and the Consent Solicitation is:

D.F. KING & CO., INC.

By Hand, Overnight Delivery or Mail (Registered
or Certified Mail Recommended):

By Facsimile Transmission
(for Eligible Institutions Only):

48 Wall Street
New York, NY 10005

(212) 709-3328
Attn: Michael Horthman

Confirmation by Telephone:

(212) 232-3233

Any questions, requests for assistance or requests for additional copies of this Statement may be directed to the Information Agent at its telephone number or address set forth below.

The Information Agent for the Offer and the Consent Solicitation is:

D.F. King & Co., Inc.
48 Wall Street
New York, NY 10005
Toll Free: (866) 796-7184
All Others Call: (212) 269-5550
Email: maxcom@dfking.com

Any questions regarding the terms of the Offer and Consent Solicitation should be directed to the Dealer Manager and Solicitation Agent at the address and telephone numbers set forth below:

The Dealer Manager and Solicitation Agent for the Offer and the Consent Solicitation is:

BCP Securities, LLC
289 Greenwich Avenue
Greenwich, CT 06830
United States

Attn: James Harper
(203) 629-2186
Email: jharper@bcpsecurities.com