

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

*This document does not constitute an invitation to participate in the Offer in or from any jurisdiction in or from which, or to or from any person to or from whom, it is unlawful to make such offer under applicable securities laws. Persons into whose possession this document comes are required by each of the Republic of Uruguay and the Dealer Managers to inform themselves about, and to observe, any such restrictions.*



# República Oriental del Uruguay

## Offer to Purchase Bonds for Cash

This offer (the “Offer”) to purchase for cash the outstanding Global Bonds of the Republic of Uruguay (“Uruguay”) set forth in the table below (collectively, the “Old Bonds” and each Old Bond, a “series” of Old Bonds) is made on the terms and subject to the conditions set forth in this Offer to Purchase (the “Offer Document”), including the pricing (but not the closing) of Uruguay’s new U.S.-dollar denominated Global Bonds due 2034 (the “New Bonds”), in an amount, with pricing and on terms and conditions acceptable to Uruguay to be determined on the date hereof (the “New Bonds Offering”). Uruguay will determine in its sole discretion the aggregate Purchase Price (as defined herein) to be paid for each series of Old Bonds to be acquired in the Offer (such amount for each series, the “Maximum Purchase Amount”). The New Bonds Offering will be made solely by means of a prospectus relating to that offering, and this Offer Document does not constitute an offer to sell or the solicitation of an order to buy the New Bonds. The Offer is not conditioned upon any minimum participation of any series of Old Bonds or on the closing of the New Bonds Offering but is conditioned on the pricing of the New Bonds and upon the underwriting agreement relating to the New Bonds Offering (the “Underwriting Agreement”) and the dealer manager agreement relating to this Offer (the “Dealer Manager Agreement”) not being terminated prior to or at the time of the settlement of the Offer. As of Thursday, October 20, 2022, the aggregate principal amount of Old Bonds outstanding was U.S.\$4,641,645,608.

For each series of Old Bonds that are accepted pursuant to the Offer, the Billing and Delivery Bank (as defined herein) will pay a purchase price per U.S.\$1,000 original principal amount of each series of Old Bonds that are accepted pursuant to the Offer, equal to the fixed price indicated in the table below (the “Purchase Price”) in each case (other than in the case of the 2027 USD Bonds (as defined below)) together with Accrued Interest (as defined herein). Since Uruguay will pay interest, in the ordinary course through the Depository Trust Company (“DTC”), on the 2027 USD Bonds on the Settlement Date (as defined below), the Billing and Delivery Bank will not pay Accrued Interest, but only the Purchase Price, to holders of 2027 USD Bonds whose bonds are validly tendered and accepted pursuant to the Offer. **Only the Billing and Delivery Bank will be liable for the payment of the Purchase Price and Accrued Interest, if applicable, for Old Bonds validly tendered and accepted as instructed by Uruguay. Uruguay will not be liable under any circumstances for the payment of the Purchase Price and Accrued Interest for any Old Bonds tendered in the Offer by any holder.** Tender Orders (as defined herein) that are not for Permitted Tender Amounts (as defined herein) will not be accepted.

<b>Global Bonds</b>	<b>Outstanding Principal Amount as of Thursday, October 20, 2022</b>	<b>ISIN</b>	<b>CUSIP</b>	<b>Common Code</b>	<b>Purchase Price (per US\$1,000 Original Principal Amount)<sup>(1)</sup></b>
4.500% Global Bonds due 2024 (“2024 USD Bonds”)	US\$673,077,931	US760942AZ58	760942AZ5	096139942	US\$1,001.25
4.375% Global Bonds due 2027 (“2027 USD Bonds”) <sup>(2)</sup>	US\$1,527,225,004	US760942BB71	760942BB7	131158840	US\$980.00
4.375% Global bonds due 2031 (“2031 USD Bonds”)	US\$2,441,342,673	US917288BK78	917288BK7	193934854	US\$938.75

- (1) In addition, investors will receive Accrued Interest, if applicable, as described below.
- (2) Holders of 2027 USD Bonds whose bonds are validly tendered and accepted pursuant to the Offer will receive Accrued Interest, in the ordinary course from the trustee, on the Settlement Date. Accordingly, the Billing and Delivery Bank will only pay such holders the Purchase Price for the 2027 USD Bonds.

Valid tenders made in accordance with the terms and conditions of the Offer (“Tender Orders”) may be subject to proration. Tender Orders made by holders of Old Bonds who have submitted a corresponding Indication of Interest (as defined herein) for the New Bonds prior to the New Bonds Pricing Time (as defined herein) will be accepted before any other Tender Orders of such series.

At or around 8:00 a.m., New York time, on Friday, October 21, 2022, or as soon as possible thereafter, Uruguay expects (i) to instruct the Billing and Delivery Bank to accept, subject to proration and other terms and conditions described herein, valid Preferred Tenders (as defined herein) and valid Non-Preferred Tenders (as defined herein) and (ii) to announce the Maximum Purchase Amount, the aggregate principal amount of Preferred Tenders and Non-Preferred Tenders of each series of Old Bonds that has been accepted, and whether any Preferred Tenders and Non-Preferred Tenders will be prorated.

**THE OFFER WILL COMMENCE AT OR AROUND 8:00 A.M., NEW YORK TIME, ON THURSDAY, OCTOBER 20, 2022 AND, UNLESS EXTENDED OR EARLIER TERMINATED, (I) EXPIRE AT 12:00 NOON, NEW YORK TIME ON THURSDAY, OCTOBER 20, 2022 FOR NON-PREFERRED TENDERS, AND (II) EXPIRE AT 2:00 P.M., NEW YORK TIME ON THURSDAY, OCTOBER 20, 2022 FOR PREFERRED TENDERS. SEE “THE OFFER—TENDER OFFER PROCEDURES”.**

You may place Tender Orders for your Old Bonds through any of the relevant Dealer Managers (as defined herein) only. You will NOT be able to submit tenders through Euroclear Bank SA/NV, as operator of the Euroclear System (“Euroclear”), Clearstream Banking, société anonyme (“Clearstream”), or the Depository Trust Company (“DTC”) systems. HSBC Securities (USA) Inc., as the billing and delivery bank (in such capacity, the “Billing and Delivery Bank”), will consolidate all Tender Orders and accept Old Bonds for purchase pursuant to the Offer in such amounts as Uruguay shall determine. Old Bonds accepted for purchase will be settled on a delivery versus payment basis solely with the Billing and Delivery Bank on the Settlement Date (as defined herein), in accordance with customary brokerage practices for corporate fixed income securities.

If you hold Old Bonds through DTC, they must be delivered to the Billing and Delivery Bank for settlement no later than 3:00 p.m., New York time, on the Settlement Date. If you hold Old Bonds through Euroclear or Clearstream, the latest process you can use to deliver your Old Bonds to the Billing and Delivery Bank is the overnight process, one day prior to the Settlement Date; **you may not use the optional daylight process.**

**Failure to deliver Old Bonds on time may result (i) in the cancellation of your tender and in you becoming liable for any damages resulting from that failure, (ii) in the case of Preferred Tenders (a) in the cancellation of any allocation of New Bonds in the New Bonds Offering in respect of your related Indication of Interest (as defined herein) and/or (b) in the cancellation of your tender and in your remaining obligation to purchase your allocation of New Bonds in respect of your related Indication of Interest and/or (iii) in the delivery of a buy-in notice for the purchase of such Old Bonds, executed in accordance with customary brokerage practices for corporate fixed income securities. Any holder whose tender is cancelled will not receive the Purchase Price or Accrued Interest. This Offer will not be eligible for the DTC Automated Tender Offer Program.**

This Offer Document does not constitute an offer to buy or a solicitation of an offer to sell any securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The Offer is being made only in those jurisdictions where it is legal to do so.

*The Dealer Managers for the Offer are:*

**Credit Agricole CIB**

**HSBC**

**J.P. Morgan**

**Santander**

*The Billing and Delivery Bank for the Offer is:*

**HSBC**

The date of this Offer Document is October 20, 2022

## IMPORTANT NOTICE

**IMPORTANT: You must read the following disclaimer before continuing.** The following disclaimer applies to the Offer Document, whether received by e-mail or otherwise received as a result of electronic communication, and you are therefore advised to read this disclaimer page carefully before reading, accessing or making any other use of the attached document. In accessing the Offer Document, you agree to be bound by the following terms and conditions, including any modifications made to them from time to time, each time you receive any information from us at any time. Capitalized terms used but not otherwise defined in this disclaimer shall have the meaning given to them in the Offer Document.

The Offer Document should not be forwarded or distributed to any other person and should not be reproduced in any manner whatsoever. Failure to comply with these instructions may result in a violation of the applicable laws and regulations of the United States or other jurisdictions.

**Confirmation of your representation:** By accessing the Offer Document you shall be deemed to have represented to Uruguay, the Dealer Managers, the Billing and Delivery Bank and the Information Agent (as defined herein), that:

- (i) you are a holder or a beneficial owner of Old Bonds;
- (ii) you are not a person to whom it is unlawful to send the attached Offer Document or to make the Offer to under applicable laws and regulations;
- (iii) you have made all the representations included in this Offer Document. See “Holders’ Representations, Warranties and Undertakings;”
- (iv) you consent to delivery of the Offer Document to you by electronic transmission; and
- (v) you are a “relevant person” as defined below.

The Offer Document has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of Uruguay, the Dealer Managers, the Billing and Delivery Bank, the Information Agent or any person who controls, or is a director, officer, employee or agent, of any of them, or any affiliate of any such person, accepts any liability or responsibility whatsoever in respect of any difference between the Offer Document distributed to you in electronic format and the hard copy version available to you on request from the Information Agent at the address specified on the inside back cover of the Offer Document.

You are reminded that the Offer Document has been delivered to you on the basis that you are a person into whose possession the Offer Document may lawfully be delivered in accordance with the laws of the jurisdiction in which you are located or resident and you may not, nor are you authorized to, deliver, transmit, forward or otherwise distribute the Offer Document, directly or indirectly, to any other person.

The materials relating to the offering to which the Offer Document relates do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the Offer be made by a licensed broker or dealer and one of the Dealer Managers or any of their affiliates is a licensed broker or dealer in that jurisdiction, the Offer shall be deemed to be made by such Dealer Manager or affiliate in that jurisdiction.

Nothing in this electronic transmission constitutes an offer to buy or the solicitation of an offer to sell securities in any jurisdiction in which such offer or solicitation would be unlawful. Securities may not be offered or sold in the United States absent registration or an exemption from registration, and any public offering of securities to be made in the United States will be made by means of a prospectus. In particular, the New Bonds Offering will be made solely by means of a prospectus relating to that offering, and this Offer Document does not constitute an offer to sell or the solicitation of an order to buy the New Bonds.

Neither the communication of this Offer Document nor any other offer material relating to the Offer is being made, and this Offer Document has not been approved, by an authorized person for the purposes of section 21 of the FSMA. This Offer Document is for distribution only to persons who (a) are outside the United Kingdom; or (b) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and

Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “Order”); (c) are persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations etc.”) of the Order; or (d) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being “relevant persons”.) **This document is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.**

Under the Dealer Manager Agreement, the Dealer Managers assume no obligations other than to Uruguay. The Dealer Managers will not be responsible to anyone other than Uruguay for providing the protections afforded to their clients or for providing advice in relation to the transactions contemplated in this Offer Document.

You must comply with all laws that apply to you in any place in which you possess this Offer Document. You must also obtain any consents or approvals that you need in order to accept this Offer and tender Old Bonds. None of Uruguay, the Dealer Managers, the Billing and Delivery Bank or the Information Agent is responsible for your compliance with these legal requirements.

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## CERTAIN OFFER MATTERS

Any questions regarding the Offer may be directed to Morrow Sodali International LLC, the information agent (the “Information Agent”), at the telephone numbers provided on the back cover of this Offer Document. Holders may also contact Credit Agricole Securities (USA) Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC and Santander Investment Securities Inc. (collectively, the “Dealer Managers”) at the telephone numbers provided on the back cover of this Offer Document for information concerning the Offer.

The internet address for the offer website is: <https://projects.morrowsodali.com/uruguay>

None of Uruguay, the Dealer Managers or the Billing and Delivery Bank will pay any commissions or other remuneration to any broker, dealer, salesperson or other person for soliciting tenders of Old Bonds. Tendering holders will not be obligated to pay the fees of the Dealer Managers, the Billing and Delivery Bank and the Information Agent; however, such holders may be required to pay a fee or commission to their broker or intermediary through whom the Old Bonds are tendered.

Allocations in the New Bonds Offering will be determined by Uruguay and the Dealer Managers in their sole discretion based on a number of different factors, which may include an assessment of an investor’s long term interest in owning Uruguay’s debt securities, the size and timing of such investor’s indication of interest in purchasing New Bonds, and the Tender Orders in this Offer. However, neither Uruguay nor the Dealer Managers are obligated to consider participation in this Offer in making an allocation determination with respect to the New Bonds with regard to any particular investor.

Uruguay is responsible only for the information provided in this document. Uruguay, the Dealer Managers, the Billing and Delivery Bank and the Information Agent have not authorized anyone else to provide you with different information.

No dealer, salesperson or other person has been authorized to give any information or to make any representations other than those contained in this Offer Document and, if given or made, such information or representations must not be relied upon as having been authorized by Uruguay, the Dealer Managers, the Billing and Delivery Bank or the Information Agent and none of Uruguay, the Dealer Managers, the Billing and Delivery Bank or the Information Agent takes any responsibility for information that others may give to you.

Uruguay is furnishing this Offer Document solely for use by current holders of Old Bonds in the context of the Offer. Uruguay confirms that:

- the information contained in this Offer Document is true and correct in all material respects and is not misleading;
- it has not omitted other facts the omission of which makes this Offer Document as a whole misleading; and
- it accepts responsibility for the information it has provided in this Offer Document.

Before you decide to participate in the Offer, you should read this Offer Document.

The information contained in this Offer Document is current only as of its date. Neither the delivery of this Offer Document nor any purchase made hereunder shall, under any circumstances, create any implication that the information in this Offer Document is correct as of any time subsequent to the date hereof or other dates which are specified herein, or that there has been no change in the affairs of Uruguay since such dates.

**Only the Billing and Delivery Bank will be liable for the payment of the Purchase Price and Accrued Interest, if applicable, for Old Bonds validly tendered and accepted. Uruguay will not be liable under any circumstances for the payment of the Purchase Price and Accrued Interest for any Old Bonds tendered in the Offer by any holder.** Uruguay, however, has agreed to apply a portion of the net proceeds of the New Bonds

Offering to purchase any Old Bonds tendered and accepted in the Offer from the Billing and Delivery Bank upon the closing of the New Bonds Offering. Uruguay intends to cancel the Old Bonds it acquires from the Billing and Delivery Bank following the completion of the Offer. Accordingly, upon completion of the sale of the Old Bonds to Uruguay, the aggregate principal amount of Old Bonds that has been accepted that otherwise might trade in the market will be reduced, which could adversely affect the liquidity and market value of the remaining Old Bonds that are not purchased in the Offer.

None of Uruguay, the Dealer Managers, the Billing and Delivery Bank or the Information Agent has expressed any opinion as to whether the terms of the Offer are fair. None of Uruguay, the Dealer Managers, the Billing and Delivery Bank or the Information Agent makes any recommendation that you tender your Old Bonds or refrain from doing so pursuant to the Offer, and no one has been authorized by Uruguay, the Dealer Managers, the Billing and Delivery Bank or the Information Agent to make any such recommendation. You must make your own decision as to whether to tender Old Bonds or refrain from doing so, and, if you do tender, the principal amount of Old Bonds to tender.

You must comply with all laws that apply to you in any place in which you possess this Offer Document. You must also obtain any consents or approvals that you need in order to accept this Offer and tender Old Bonds. None of Uruguay, the Dealer Managers, the Billing and Delivery Bank or the Information Agent is responsible for your compliance with these legal requirements. The applicable provisions of the Financial Services and Markets Act 2000 must be complied with in respect of anything done in relation to the Offer in, from, or otherwise involving, the United Kingdom.

Uruguay has prepared this Offer Document and is solely responsible for its contents. You are responsible for making your own examination of Uruguay and your own assessment of the merits and risks of participating in the Offer. By tendering your Old Bonds, you will be deemed to have acknowledged that:

- you have reviewed this Offer Document;
- you have had an opportunity to request and review any additional information that you may need; and
- the Dealer Managers and the Billing and Delivery Bank are not responsible for, and are not making any representation to you concerning, the accuracy or completeness of this Offer Document.

Uruguay, the Dealer Managers, the Billing and Delivery Bank and the Information Agent are not providing you with any legal, business, tax, accounting or other advice in this Offer Document. You should consult with your own advisors as needed to assist you in making your investment decision and to advise you whether you are legally permitted to accept the Offer and submit tenders of Old Bonds.

As used in this Offer Document, “Business Day” means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City. References herein to “US\$,” “U.S. dollars” or “dollars” are to United States dollars.

### **Jurisdiction; Enforcement of Judgments**

Uruguay is a foreign sovereign state. Consequently, it may be difficult for you or a trustee to obtain or enforce judgments of courts in the United States or elsewhere against Uruguay.

Uruguay reserves the right to plead sovereign immunity under the United States Foreign Sovereign Immunities Act of 1976 (the “Foreign Sovereign Immunities Act”) with respect to actions brought against it under United States federal securities laws or any state securities laws, and Uruguay’s appointment of the process agent has not extended to such actions. Without a waiver of immunity by Uruguay with respect to such actions, it would be impossible to obtain a United States judgment in an action against Uruguay unless a court were to determine that Uruguay is not entitled under the Foreign Sovereign Immunities Act to sovereign immunity with respect to that action. However, even if a United States judgment could be obtained, it may not be possible to enforce in Uruguay a judgment based on that United States judgment.

A judgment obtained against Uruguay in a foreign court can be enforced in the courts of Uruguay, if such judgment is ratified by the Uruguayan Supreme Court. Based on existing law, the Uruguayan Supreme Court will ratify such a judgment:

(a) if there exists a treaty with the country where such judgment was issued (no such treaty exists at the present time between Uruguay and the United States); or

(b) if such judgment:

- complies with all formalities required for the enforceability thereof under the laws of the country where it was issued;
- has been translated into Spanish, together with related documents, and satisfies the authentication requirements of Uruguayan law;
- was issued by a competent court after valid service of process upon the parties to the action;
- was issued after an opportunity was given to the defendant to present its defense;
- is not subject to further appeal; and
- is not against Uruguayan public policy.

Pursuant to Section 52 of Law N° 17,930, as amended pursuant to Section 15 of Law N°19,535, the Executive Power may either use available operating or investment expenses to pay judgments rendered against Uruguay for amounts in excess of 75,000,000 of Indexed Units (approximately US\$10.1 million as of October 14, 2022) even if the budget in effect at the time the judgment becomes enforceable does not include a specific expense allocation for that purpose or, alternatively, include a specific budgetary allocation in the budget submitted to Congress for the following fiscal year. Upon approval of the budget including such allocation, payment shall be made during the following year.

### **Forward-Looking Statements**

This Offer Document contains forward-looking statements. Forward-looking statements are statements that are not historical facts, including statements about Uruguay's beliefs and expectations. These statements are based on current plans, estimates and projections, and therefore you should not place undue reliance on them. Forward-looking statements speak only as of the date they are made. Uruguay undertakes no obligation to update any of these forward-looking statements in light of new information or future events, including changes in Uruguay's economic policy or budgeted expenditures, or to reflect the occurrence of unanticipated events. Forward-looking statements involve inherent risks and uncertainties. Uruguay cautions you that a number of important factors could cause actual results to differ materially from those expressed in any forward-looking statement. The information contained in this Offer Document identifies important factors that could cause such differences. Such factors include, but are not limited to:

- adverse external factors, such as changes in international prices, high international interest rates and recession or low economic growth in Uruguay's trading partners. Changes in international prices and high international interest rates could increase Uruguay's current account deficit and budgetary expenditures. Recession or low economic growth in Uruguay's trading partners could decrease exports (including manufactured goods) from Uruguay, reduce tourism to Uruguay, induce a contraction of the Uruguayan economy and, indirectly, reduce tax revenues and other public sector revenues and adversely affect the country's fiscal accounts;
- adverse domestic factors, such as a decline in foreign direct and portfolio investment, increases in domestic inflation, high domestic interest rates and exchange rate volatility and a further deterioration



in the health of the domestic banking system. These factors could lead to lower economic growth or a decrease in Uruguay's international reserves; and

- other adverse factors, such as climatic or political events and international hostilities.

### **Governing Law**

This Offer and any tenders shall be governed by and interpreted in accordance with the laws of the State of New York, United States of America.

## **CERTAIN LEGAL RESTRICTIONS**

The distribution of materials relating to this Offer Document, and the transactions contemplated by the Offer, may be restricted by law in certain jurisdictions. The Offer is made only in those jurisdictions where it is legal to do so. The Offer is void in all jurisdictions where it is prohibited. If materials relating to the Offer come into your possession, you are required to inform yourself of and to observe all of these restrictions. The materials relating to the Offer do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law.

## SUMMARY TIME SCHEDULE AND PROCEDURES OF THE OFFER

*The following summarizes the anticipated time schedule for the Offer assuming, among other things, that neither the Non-Preferred Tenders Expiration Time (as defined herein) nor the Preferred Tenders Expiration Time (as defined herein) are extended. This summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information appearing elsewhere in this Offer Document. **All references are to New York time.***

At or around 8:00 a.m. on Thursday, October 20, 2022.....	The Offer begins. Uruguay announces the Offer via a press release to an international news service and distributes the Offer Document.
At or around 8:00 a.m. on Thursday, October 20, 2022, through 12:00 noon on Thursday, October 20, 2022, unless extended or earlier terminated (the “Non-Preferred Tender Period”).....	You may place Non-Preferred Tenders only with a Dealer Manager. <b>This is the only way you may place Non-Preferred Tenders into the Offer. See “The Offer—Tender Procedures.”</b>
At or around 8:00 a.m. on Thursday, October 20, 2022, through 2:00 p.m. on Thursday, October 20, 2022, unless extended or earlier terminated (the “Preferred Tender Period”).....	You may place Preferred Tenders only with a Dealer Manager. <b>This is the only way you may place Preferred Tenders into the Offer. See “The Offer—Tender Procedures.”</b>
12:00 noon on Thursday, October 20, 2022, unless extended or earlier terminated (the “Non-Preferred Tenders Expiration Time”)	The Offer for Non-Preferred Tenders expires. In the event that the Offer for Non-Preferred Tenders is extended or earlier terminated, the term “Non-Preferred Tenders Expiration Time” shall mean the time and date on which such Offer, as so extended or earlier terminated, shall expire.
At or around 2:00 p.m. on Thursday, October 20, 2022, unless extended or earlier terminated (the “Preferred Tenders Expiration Time”).....	The Offer for Preferred Tenders expires. In the event that the Offer for Preferred Tenders is extended or earlier terminated, the term “Preferred Tenders Expiration Time” shall mean the time and date on which such Offer, as so extended or earlier terminated, shall expire.
At or around 2:00 p.m. on Thursday, October 20, 2022, subject to change without notice (the “New Bonds Pricing Time”).....	Uruguay expects to announce the pricing terms for the offering of the New Bonds.

At or around 8:00 a.m. on Friday, October 21, 2022, or as soon as possible thereafter .....

Uruguay expects (i) to instruct the Billing and Delivery Bank to accept, subject to proration and other terms and conditions described herein, valid Preferred Tenders and valid Non-Preferred Tenders and (ii) to announce the Maximum Purchase Amount, the aggregate principal amount of Preferred Tenders and Non-Preferred Tenders of each series of Old Bonds that has been accepted, and whether any Preferred Tenders and Non-Preferred Tenders will be prorated.

During Friday, October 21, 2022 .....

The Billing and Delivery Bank will write purchase tickets for all holders whose tenders are accepted for purchase; provided, that in the case of a holder whose tender is accepted but does not have an account with the Billing and Delivery Bank, the Dealer Manager with which such holder placed the tender will write the purchase ticket for such holder. The Billing and Delivery Bank will also write tickets for the sale of New Bonds pursuant to the Indications of Interest received from holders whose Preferred Tenders were accepted. See “The Offer – Settlement.”

Thursday, October 27, 2022, subject to change without notice (the “Settlement Date”) .....

Subject to pricing, but not the closing, of the New Bonds Offering and the other terms and conditions set forth herein, including the Underwriting Agreement and the Dealer Manager Agreement not being terminated prior to or at the time of the settlement of the Offer, and subject to any proration applicable to Tender Orders, the Billing and Delivery Bank will settle purchases of Old Bonds that were accepted for purchase. Old Bonds accepted for purchase will be settled on a delivery versus payment basis in such amounts as previously announced by Uruguay. **If you hold Old Bonds through DTC, they must be delivered to the Billing and Delivery Bank for settlement no later than 3:00 p.m., New York time, on the Settlement Date. If you hold Old Bonds through Euroclear or Clearstream, the latest process you can use to deliver your Old Bonds to the Billing and Delivery Bank is the overnight process, one day prior to the Settlement Date; you may not use the optional daylight process. The Billing and Delivery Bank shall not be liable for payments to any holder of Old Bonds validly tendered and accepted for purchase if such holder fails to deliver such Old Bonds on or prior to the settlement of the Offer as described herein.**

**Failure to deliver Old Bonds on time may result (i) in the cancellation of your tender and in you becoming liable for any damages resulting from that failure, (ii) in the case of Preferred Tenders (a) in the cancellation of any allocation of New Bonds in the New Bonds Offering in respect of your related Indication of Interest and/or (b) in the cancellation of your tender and in your remaining obligation to purchase your allocation of New Bonds in respect of your related Indication of Interest and/or (iii) in the delivery of a buy-in notice for the purchase of such Old Bonds, executed in accordance with customary brokerage practices for corporate fixed income securities. Any holder whose tender is cancelled will not receive the Purchase Price or Accrued Interest.**

**Uruguay will make (or cause to be made) all announcements regarding the Offer to an international news service in accordance with applicable law. See “The Offer—Communications.” Only the Billing and Delivery Bank will be liable for the payment of the Purchase Price and Accrued Interest, if applicable, for Old Bonds validly tendered and accepted as instructed by Uruguay. Uruguay will not be liable under any circumstances for the payment of the Purchase Price and Accrued Interest for any Old Bonds tendered in the Offer by any holder.**

**SUMMARY**

*This summary highlights information contained elsewhere in this Offer Document. It is not complete and may not contain all the information that you should consider before tendering Old Bonds for cash. You should read the entire Offer Document.*

**The Offer**

**General**..... This Offer is to purchase Old Bonds for cash such that the aggregate Purchase Price to be paid for each series of Old Bonds is equal to the Maximum Purchase Amount for such series. The Maximum Purchase Amount for each series will be determined by Uruguay in its sole discretion and will be announced at or around 8:00 a.m. on Friday, October 21, 2022, New York time, or as soon as possible thereafter. The Offer is made subject to the terms and conditions set forth in this Offer Document, including the pricing, but not the closing, of the New Bonds Offering in an amount, with pricing and on terms and conditions acceptable to Uruguay, and upon the Underwriting Agreement for the New Bonds Offering and the Dealer Manager Agreement not having been terminated prior to or at the time of the settlement of the Offer. The Offer is not conditioned upon any minimum participation of any series of Old Bonds or on the closing of the New Bonds Offering. For a more detailed discussion, see “The Offer.”

**The New Bonds Offering will be made solely by means of a prospectus relating to that offering, and this Offer Document does not constitute an offer to sell or the solicitation of an order to buy any New Bonds.**

**Resale of Accepted Old Bonds to**

**Uruguay**..... Uruguay has agreed to apply a portion of the net proceeds of the New Bonds Offering to purchase the Old Bonds accepted pursuant to the Offer from the Billing and Delivery Bank at the applicable Purchase Price plus Accrued Interest, if applicable. Such purchase by Uruguay is expected to occur on the date of issuance of the New Bonds. Accordingly, the Offer is conditioned upon the pricing of the New Bonds Offering, including in an amount, with pricing and on terms and conditions acceptable to Uruguay, and upon the Underwriting Agreement for the New Bonds Offering and the Dealer Manager Agreement not having been terminated prior to or at the time of the settlement of the Offer. The Offer is not contingent upon the closing of the New Bonds Offering.

**Purchase Price of Old Bonds**..... For each series of Old Bonds that are accepted pursuant to the Offer, the Billing and Delivery Bank will pay a purchase price per U.S.\$1,000 original principal amount of each series of Old Bonds that are accepted pursuant to the Offer, equal to the respective Purchase Price indicated in the table on the cover of this Offer Document.

Principal payment on the Old Bonds are as follows:

Principal on the 2024 USD Bonds is repayable in three equal installments on August 14, 2022, August 14, 2023 and at maturity, based on the outstanding principal at the time thereof.

Principal on the 2027 USD Bonds is repayable in three equal installments on October 27, 2025, October 27, 2026 and at maturity, based on the outstanding principal at the time thereof.

Principal on the 2031 USD Bonds is repayable in three equal installments on January 23, 2029, January 23, 2030 and at maturity, based on the outstanding principal at the time thereof.

**Accrued Interest** ..... In addition to the Purchase Price, holders whose Old Bonds (other than in the case of holders of the 2027 USD Bonds) are accepted for purchase by Uruguay will also receive accrued and unpaid interest with respect to their tendered Old Bonds from, and including, the last interest payment date for such Old Bonds to, but not including, the Settlement Date (“Accrued Interest”), in each case rounded to the nearest cent (U.S.\$0.01). Accrued Interest will be payable in cash on the Settlement Date.

Since Uruguay will pay interest on the 2027 USD Bonds on the Settlement Date, the Billing and Delivery Bank will not pay Accrued Interest, but only the Purchase Price, to holders of 2027 USD Bonds whose bonds are validly tendered and accepted pursuant to the Offer.

In the event of any dispute or controversy regarding any amount of Accrued Interest for each Old Bond accepted pursuant to the Offer, the determination of Uruguay will be conclusive and binding, absent manifest error.

**Non-Preferred Tender Period** ..... The Offer for Non-Preferred Tenders will commence at or around 8:00 a.m., New York time, on Thursday, October 20, 2022, and expire at 12:00 noon on Thursday, October 20, 2022 unless extended or earlier terminated by Uruguay in its sole discretion.

**Preferred Tender Period**..... The Offer for Preferred Tenders will commence at or around 8:00 a.m., New York time, on Thursday, October 20, 2022, and expire at 2:00 p.m. on Thursday, October 20, 2022 unless extended or earlier terminated by Uruguay in its sole discretion.

**Submitting Tenders and Tender Orders** ..... Tender Orders must be submitted to a Dealer Manager. Tender Orders by a holder of Old Bonds must be in principal amounts of Permitted Preferred Tender Amounts (as defined herein) or Permitted Non-Preferred Tender Amounts (as defined herein) (collectively, the “Permitted Tender Amounts”). You must submit either Preferred Tenders or Non-Preferred Tenders. You must specify at the time of submission of a Tender Order whether your Tender Order is in respect of a Preferred Tender or a Non-Preferred Tender.

If you wish to submit both a Preferred Tender and a Non-Preferred Tender, you must submit two separate Tender Orders to the Dealer Managers: (i) a Preferred Tender in a principal amount of Old Bonds that will result in the amount specified in the Indication of Interest, and (ii) a Non-Preferred Tender in the principal amount of Old Bonds that you are seeking to tender for cash.

If you have an account with a Dealer Manager and desire to tender your Old Bonds, you should call your regular contact at the Dealer

Manager at any time during the Non-Preferred Tender Period or Preferred Tender Period, as applicable. You will not be required to pay any fees or commission to a Dealer Manager in connection with a tender of Old Bonds.

If you do not have an account with a Dealer Manager and desire to tender your Old Bonds, you may do so through any broker, dealer, commercial bank, trust company, other financial institution or other custodian, that you customarily use that has an account with a Dealer Manager. Your broker must contact one of the Dealer Managers at its phone number set forth on the inside back cover of this Offer Document, at any time during the Non-Preferred Tender Period or Preferred Tender Period, as applicable. You may be required to pay a fee or commission to your broker or intermediary through whom Old Bonds are tendered.

**You must submit Tender Orders to one Dealer Manager only.**

**Do not tender any Old Bonds more than once.**

**There is no letter of transmittal or guaranteed delivery procedure in connection with this Offer.**

**You will NOT be able to submit tenders through the Euroclear, Clearstream or DTC systems.**

**Do not send Old Bonds to Uruguay.**

**Permitted Tender Amounts for Non-Preferred Tenders .....**

For Non-Preferred Tenders (as defined herein), Tender Orders must be in the minimum denomination (the "Minimum Denomination") US\$1.00 and integral multiples of US\$1.00 in excess thereof (the "Permitted Non-Preferred Tender Amounts").

To avoid acceptance and purchases of Old Bonds in principal amounts other than Minimum Denominations and to ensure that Old Bonds subject to proration are returned in Minimum Denominations, if necessary, appropriate adjustments will be made downward to the nearest Minimum Denominations, with respect to each Tender Order accepted for purchase. Holders who tender less than all of their Old Bonds, must continue to hold Old Bonds in Minimum Denominations.

**Permitted Tender Amounts for Preferred Tenders .....**

For Preferred Tenders (as defined herein), Tender Orders must (i) be in principal amounts of Old Bonds which are at least the Minimum Denomination for Non-Preferred Tenders (as set forth above) and (ii) be in a principal amount of Old Bonds that when multiplied by the Purchase Price of such Old Bonds and divided by the issue price of New Bonds would be at least U.S.\$1.00 in the case of Preferred Tenders (the "Permitted Preferred Tender Amounts"). Since New Bonds can only be issued in a minimum denomination of US\$1.00 and integral multiples of US\$1.00 in excess thereof, Preferred Tenders not submitted in Permitted Preferred Tender Amounts will be rejected.

**Withdrawals.....**

Holders of the Old Bonds will not have withdrawal rights with respect



to the Offer.

**New Bonds Price Determination Time ...** The pricing of the New Bonds will be determined by Uruguay at the New Bonds Pricing Time, unless extended by Uruguay.

**Announcement of Accepted Preferred Tenders and Non-Preferred Tenders.....** Uruguay expects to announce the aggregate principal amount of Preferred Tenders and, if any, Non-Preferred Tenders of each series of Old Bonds that has been accepted and whether any Preferred Tenders or Non-Preferred Tenders will be prorated at or around 8:00 a.m., New York time, on Friday, October 21, 2022 or as soon as possible thereafter, by issuing a press release to an international news service.

**Acceptance of Tenders .....** Uruguay will instruct the Billing and Delivery Bank to accept valid tenders of Old Bonds for purchase in such amounts as Uruguay shall determine (subject to the terms and conditions of the Offer, including potential proration). Old Bonds will be accepted for purchase at such time as the Billing and Delivery Bank and a tendering holder (or, if the tendering holder does not have an account with the Billing and Delivery Bank, through the respective Dealer Manager) execute a transaction for the sale of such Old Bonds in accordance with customary brokerage practices for corporate fixed income securities (i.e., a “desk to desk” or “broker to broker” trade). **Tender Orders that are accepted will be settled solely by the Billing and Delivery Bank on the Settlement Date, subject to the terms and conditions of the Offer.** Each of Uruguay and the Billing and Delivery Bank reserves the right, in the sole discretion of each of them, not to accept any Tender Orders for any reason.

All Old Bonds that are tendered pursuant to Tender Orders placed through a Dealer Manager and that are accepted will be purchased by the Billing and Delivery Bank as instructed by Uruguay directly or, if the tendering holder does not have an account with the Billing and Delivery Bank, through the respective Dealer Manager, in such amounts as Uruguay shall determine. **Only the Billing and Delivery Bank will be liable for the payment of the Purchase Price and Accrued Interest, if applicable, for Old Bonds validly tendered and accepted as instructed by Uruguay. Uruguay will not be liable under any circumstances for the payment of the Purchase Price and Accrued Interest for any Old Bonds tendered in the Offer by any holder.** The Billing and Delivery Bank shall not be liable for payments to any holder of Old Bonds validly tendered and accepted for purchase if such holder fails to deliver such Old Bonds on or prior to the settlement of the Offer on the Settlement Date as described herein.

**Indication of Interest.....** “Indication of Interest” means the submission to the underwriters of the New Bonds Offering, prior to the expiration of the Preferred Tender Period, of a firm bid for an amount certain of the New Bonds (specifically, where the principal amount of New Bonds is equal to the Tender Value *divided by* the price of the New Bonds) at an indicated price.

Notwithstanding that firm bids are for an amount certain of New Bonds, such firm bids will remain valid and in effect regardless of whether the amount of New Bonds that is allocated to a holder is less than such amount certain of New Bonds by virtue of the proration process described in this Offer to Purchase.

Each holder submitting an Indication of Interest and tendering Old Bonds of any series shall be deemed to represent to Uruguay, the Dealer Managers and the Billing and Delivery Bank that such holder held, from the time of its submission of its Tender Order through the Preferred Tenders Expiration Time, at least the amount of Old Bonds of each such series as are being tendered.

**Tender Value** ..... The “Tender Value” for a series of Old Bonds will equal the Purchase Price for such series of Old Bonds multiplied by the principal amount tendered.

**Preferred Tenders** ..... “Preferred Tenders” means the Tender Orders for a series of Old Bonds that are submitted concurrently with the submission of a corresponding Indication of Interest for the New Bonds. Preferred Tenders must be submitted during the Preferred Tender Period.

**Non-Preferred Tenders** ..... “Non-Preferred Tender” means any Tender Order that is not a Preferred Tender. Non-Preferred Tenders include, among others, Tender Orders that are submitted without the concurrent submission of an Indication of Interest.

**Proration of Tender Orders for Old Bonds** ..... Upon determination of the Maximum Purchase Amount for each series, Tender Orders for each series may be subject to proration. Uruguay may subject each series of Old Bonds to different amounts of proration, in its sole discretion.

If the aggregate Purchase Price of all Tender Orders for a series of Old Bonds exceeds the Maximum Purchase Amount applicable to such series, such Tender Orders shall be subject to proration on the following basis:

1. If the aggregate Purchase Price of all Preferred Tenders for such series exceeds the Maximum Purchase Amount for such series, then the Tender Orders in respect of Preferred Tenders of such series of Old Bonds will be prorated down, so that the aggregate Purchase Price of all Preferred Tenders of such series equals the Maximum Purchase Amount applicable to such series. In such a case, no Non-Preferred Tenders will be accepted for such series. For any prorated Preferred Tenders, the corresponding Indications of Interest will be decreased proportionately.
2. If the aggregate Purchase Price of all Preferred Tenders for a series is less than or equal to the Maximum Purchase Amount applicable to such series then (i) all Preferred Tenders of such series shall be accepted, and (ii) each

tendering holder shall have its Non-Preferred Tenders for such series of Old Bonds prorated down, proportionate to the relative size of each such holder's Non-Preferred Tenders of such series of Old Bonds to all Non-Preferred Tenders of such series.

Notwithstanding the foregoing, Uruguay may, at its sole discretion, adjust the foregoing so as to apply prorationing differentially to each respective series of Old Bonds (prioritizing one or more such series). These proration procedures are subject to Uruguay's right in its sole discretion not to accept any or certain Tender Orders for any reason.

**Settlement.....**

Subject to the pricing, but not the closing, of the New Bonds Offering and the other conditions set forth herein, the Billing and Delivery Bank will write purchase tickets for all holders whose tenders are accepted for purchase; provided, that in the case of a holder whose tender is accepted but does not have an account with the Billing and Delivery Bank, the Dealer Manager with which such holder placed the tender will write the purchase ticket for such holder, on a delivery versus payment method for settlement on the Settlement Date, which is expected to be Thursday, October 27, 2022, subject to change without notice. The Billing and Delivery Bank will also write tickets for the sale of New Bonds pursuant to the Indications of Interest received from holders whose Preferred Tenders were accepted. **Only the Billing and Delivery Bank will be liable for the payment of the Purchase Price and Accrued Interest, if applicable, for Old Bonds validly tendered and accepted as instructed by Uruguay. Uruguay will not be liable under any circumstances for the payment of the Purchase Price and Accrued Interest for any Old Bonds tendered in the Offer by any holder.** The Billing and Delivery Bank shall only have the obligation to sell to Uruguay the Old Bonds validly tendered and accepted for purchase that the Billing and Delivery Bank has actually purchased pursuant to the Offer on the Settlement Date.

**If you hold Old Bonds through DTC, they must be delivered to the Billing and Delivery Bank for settlement no later than 3:00 p.m., New York time, on the Settlement Date. If you hold Old Bonds through Euroclear or Clearstream, the latest process you can use to deliver your Old Bonds to the Billing and Delivery Bank is the overnight process, one day prior to the Settlement Date; you may not use the optional daylight process.**

**Failure to deliver Old Bonds on time may result (i) in the cancellation of your tender and in you becoming liable for any damages resulting from that failure, (ii) in the case of Preferred Tenders (a) in the cancellation of any allocation of New Bonds in the New Bonds Offering in respect of your related Indication of Interest and/or (b) in the cancellation of your tender and in your remaining obligation to purchase your allocation of New Bonds in respect of your related Indication of Interest and/or (iii) in the delivery of a buy-in notice for the purchase of such Old Bonds, executed in accordance with customary brokerage practices for corporate fixed income securities. Any holder whose tender is cancelled will not receive the Purchase Price or Accrued Interest.**

**Conditions to the Offer** ..... Uruguay reserves the right, in its sole discretion, to instruct the Billing and Delivery Bank not to accept any Tender Orders, or to accept Tender Orders as to one or more series of Old Bonds but no other series, for any reason. In addition, notwithstanding any other provisions of the Offer, the Offer is conditioned upon there not having been threatened, instituted or pending any action or proceeding before any court or governmental, regulatory or administrative body that: (1) makes or seeks to make illegal the purchase of Old Bonds pursuant to the Offer; (2) would or might result in a delay in, or restrict, the ability of Uruguay to purchase the Old Bonds from the Billing and Delivery Bank or issue the New Bonds; or (3) imposes or seeks to impose limitations on the ability of Uruguay to issue and/or price the New Bonds in an amount, with pricing and on terms and conditions acceptable to Uruguay.

The Offer is also conditioned upon the pricing, but not the closing, of the New Bonds Offering, including in an amount, with pricing and on terms and conditions acceptable to Uruguay, and upon the Underwriting Agreement for the New Bonds Offering or the Dealer Manager Agreement not having been terminated prior to or at the time of the settlement of the Offer. Each of the foregoing conditions is for the sole benefit of Uruguay and may only be waived by Uruguay, in whole or in part, at any time and from time to time, in its discretion, except that Uruguay can only waive the condition relating to the termination of the Underwriting Agreement for the New Bonds Offering and the termination of the Dealer Manager Agreement with the prior consent of the Billing and Delivery Bank. Any determination by Uruguay concerning the conditions set forth above (including whether or not any such condition has been satisfied or waived, except as in the case of the termination of the Underwriting Agreement for the New Bonds Offering and the Dealer Manager Agreement) will be final and binding upon the Billing and Delivery Bank and all other parties. The Billing and Delivery Bank will not be liable for the payment for any Old Bonds pursuant to the Offer if the Dealer Manager Agreement or the Underwriting Agreement for the New Bonds Offering shall have been terminated prior to or at the time of the settlement of the Offer.

**Certain Deemed Representations, Warranties and Undertakings**..... If you tender pursuant to the terms of the Offer, you will be deemed to have made certain acknowledgments, representations, warranties and undertakings to Uruguay, the Dealer Managers, the Billing and Delivery Bank and the Information Agent. See “Holders’ Representations, Warranties and Undertakings.”

**Taxation** ..... Please see “Taxation” for important information regarding the possible tax consequences to holders who offer to tender Old Bonds. You are also urged to consult your own professional advisors regarding the possible tax consequences under the laws of jurisdictions that apply to you or to the sale of your Old Bonds.

**Jurisdictions**..... **The Offer is made only in those jurisdictions where it is legal to do so.**

**Risk Factors** ..... The Offer involves material risks. Please see “Risk Factors” for more information.

**Announcements** ..... Uruguay will make (or cause to be made) all announcements regarding the Offer to PRNewswire (or another appropriate international news service).

See “The Offer—Communications.”

## RISK FACTORS

In deciding whether to participate in the Offer, each holder should consider carefully, in addition to the other information contained in this document, the following:

**Limited Trading Market; Increased Volatility.** To the extent that Old Bonds are purchased by Uruguay from the Billing and Delivery Bank after completion of the Offer and closing of the New Bonds Offering, the trading markets for the Old Bonds that remain outstanding will become more limited. A debt security with a smaller outstanding principal amount available for trading (a smaller float) may command a lower price than would a comparable debt security with a greater float. Therefore, the market price for Old Bonds not purchased may be affected adversely to the extent the amount of Old Bonds purchased by Uruguay reduces the float of the Old Bonds. On the other hand, if Uruguay's purchase of the Old Bonds is viewed by the market as significant positive news, the price of the Old Bonds could rise following completion of the Offer to a level greater than the applicable Purchase Price. The reduced float may also make the trading price of the Old Bonds more volatile. The extent of the public market for the Old Bonds following completion of the Offer will depend upon the number of holders that remain at such time, the interest in maintaining markets in the Old Bonds on the part of securities firms and other factors. There can be no assurance that any trading market will exist for the Old Bonds following the completion of the Offer.

**Other Purchases or Redemption of Old Bonds.** Whether or not the Offer is completed, Uruguay may acquire, from time to time following completion or cancellation of the Offer, Old Bonds other than pursuant to the Offer, including through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise (and may redeem or defease the Old Bonds in accordance with the Old Bonds and the indentures under which they were issued), upon such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to the Offer and could be for cash or other consideration.

**Enforcement of Civil Liabilities; Waiver of Sovereign Immunity.** Uruguay is a foreign sovereign state. Consequently, it may be difficult for you or a trustee to obtain or enforce judgments of courts in the United States or elsewhere against Uruguay.

**You must take certain actions with respect to settlement of tenders made pursuant to the Offer.** If all or any amounts of your Old Bonds are accepted for purchase pursuant to the Offer, you will need to satisfy the following conditions:

- ensure that your Old Bonds are delivered to the Billing and Delivery Bank;
- if you hold Old Bonds through DTC, they must be delivered to the Billing and Delivery Bank no later than 3:00 p.m., New York time, on the Settlement Date; and
- if you hold Old Bonds through Euroclear or Clearstream, the latest process you can use to deliver your Old Bonds to the Billing and Delivery Bank is the overnight process, one day prior to the Settlement Date; you may not use the optional daylight process.

If you hold Old Bonds through a broker, it is your responsibility to ensure that your broker is aware of the foregoing restrictions. You will not be able to submit tenders through Euroclear, Clearstream or DTC systems. Failure to deliver Old Bonds on time may result (i) in the cancellation of your tender and in you becoming liable for any damages resulting from that failure, (ii) in the case of Preferred Tenders (a) in the cancellation of any allocation of New Bonds in the New Bonds Offering in respect of your related Indication of Interest and/or (b) in the cancellation of your tender and in your remaining obligation to purchase your allocation of New Bonds in respect of your related Indication of Interest and/or (iii) in the delivery of a buy-in notice for the purchase of such Old Bonds, executed in accordance with customary brokerage practices for corporate fixed income securities. Any holder whose tender is cancelled will not receive the Purchase Price or Accrued Interest.

**Uruguay shall not be liable for any payments under the Offer.** Only the Billing and Delivery Bank will be liable for the payment of the Purchase Price and Accrued Interest, if applicable, for Old Bonds validly tendered and accepted. Uruguay will not be liable under any circumstances for the payment of the Purchase Price and

Accrued Interest for any Old Bonds tendered in the Offer by any holder. The Billing and Delivery Bank will not be liable for payments to any holder of Old Bonds validly tendered and accepted for purchase if such holder fails to deliver such Old Bonds on or prior to the settlement of the Offer on the Settlement Date as described herein. The Billing and Delivery Bank will not be liable for the payment of the Old Bonds if the Dealer Manager Agreement or the Underwriting Agreement for the New Bonds Offering shall have been terminated prior to or at the time of the settlement of the Offer.

***Tender Orders, or Portions Thereof may be Rejected due to Proration or Otherwise.*** Tender Orders for each series may be subject to proration, on the basis described under “The Offer—Tender Procedures—Proration.” Tender Orders may be rejected in whole or in part as a result of proration. In addition, Uruguay reserves the right, in its sole discretion, to instruct the Billing and Delivery Bank not to accept any Tender Orders, or to accept Tender Orders as to one or more series of Old Bonds but no other series, for any reason.

***Risks of termination of this Offer.*** In the event that the Offer is not consummated or any Old Bonds are not accepted for payment, for any reason, any holder who tendered Old Bonds pursuant to this Offer and intended to both (i) have its Old Bonds repurchased pursuant to this Offer and (ii) purchase New Bonds in the New Bonds Offering may find itself holding both the New Bonds purchased by it in the New Bonds Offering (which will be consummated prior to the settlement of this Offer) and the Old Bonds subject to the Offer, despite the fact that such holder may have validly tendered such Old Bonds pursuant to the Offer.

***Reinvestment Risk.*** If you tender Old Bonds in the Offer and submit an Indication of Interest to the underwriters of the New Bonds Offering expecting to receive New Bonds, in the event that the New Bonds Offering is terminated for any reason after your Old Bonds have been purchased by the Billing and Delivery Bank on the Settlement Date, you will not receive New Bonds because the settlement of the New Bonds Offering (expected to be one business day after the Settlement Date) is not a condition of the Offer. If you have received cash for your Old Bonds purchased in the Offer and the New Bonds Offering is subsequently terminated, you may not be able to reinvest such cash at a comparable return for a similar level of risk.

***No Recommendation.*** No recommendation is being made with respect to the Offer. None of Uruguay, the Dealer Managers, the Billing and Delivery Bank, the Information Agent or any of their respective affiliates makes any recommendation to any holder whether to tender or refrain from tendering any or all of such holder’s Old Bonds, how much they should tender or whether to submit an Indication of Interest with respect to the New Bonds, and none of them has authorized any person to make any such recommendation. Holders are urged to evaluate carefully all information in this Offer Document, consult their own investment and tax advisors and make their own decisions with respect to the Offer. Holders who may wish to submit an Indication of Interest in the New Bonds are urged to evaluate carefully the offering documentation related to the New Bonds Offering, consult their own investment and tax advisors and make their own decisions with respect to such decision. The New Bonds Offering will be made solely by means of a prospectus relating to that offering, and this Offer Document does not constitute an offer to sell or the solicitation of an order to buy any New Bonds.

The Purchase Price offered for each series of Old Bonds does not reflect any independent valuation of the Old Bonds and does not take into account events or changes in financial markets (including interest rates) after the announcement of the Purchase Price. Uruguay will not obtain or request a fairness opinion from any banking or other firm as to the fairness of the Purchase Price offered for the Old Bonds. If you tender your Old Bonds, you may or may not receive as much or more value than if you choose to keep them.

## THE OFFER

### Introduction

This Offer is to purchase Old Bonds for cash such that the aggregate Purchase Price to be paid for each series of Old Bonds is equal to the Maximum Purchase Amount for such series. The Maximum Purchase Amount for each series will be determined by Uruguay in its sole discretion and will be announced at or around 8:00 a.m. on Friday, October 21, 2022, New York time, or as soon as possible thereafter. The Offer is made subject to the terms and conditions set forth in this Offer Document, including the pricing of the New Bonds Offering in an amount, with pricing and on terms and conditions acceptable to Uruguay, and upon the Underwriting Agreement for the New Bonds Offering or the Dealer Manager Agreement not having been terminated prior to or at the time of the settlement of the Offer. The Offer is not conditioned upon any minimum participation of any series of Old Bonds or on the closing of the New Bonds Offering. As of Thursday, October 20, 2022, the aggregate principal amount of the Old Bonds outstanding was U.S.\$4,641,645,608.

**The New Bonds Offering will be made solely by means of a prospectus relating to that offering, and this Offer Document does not constitute an offer to sell or the solicitation of an order to buy any New Bonds.**

### Purpose

The Offer is part of a broader program of Uruguay to manage its external liabilities.

### Resale of Accepted Old Bonds to Uruguay

Uruguay has agreed to apply a portion of the net proceeds of the New Bonds Offering to purchase the Old Bonds accepted pursuant to the Offer from the Billing and Delivery Bank at the applicable Purchase Price plus, in the case of the 2024 USD Bonds and the 2031 USD Bonds, Accrued Interest. Since Uruguay will pay interest on the 2027 USD Bonds on the Settlement Date, the Billing and Delivery Bank will not pay Accrued Interest, but only the Purchase Price, to holders of 2027 USD Bonds whose bonds are validly tendered and accepted pursuant to the Offer. Such purchase by Uruguay is expected to occur on the date of issuance of the New Bonds. Accordingly, the Offer is conditioned upon the pricing, but not the closing, of the New Bonds Offering, including in an amount, with pricing and on terms and conditions acceptable to Uruguay, and upon the Underwriting Agreement for the New Bonds Offering or the Dealer Manager Agreement not having been terminated prior to or at the time of the settlement of the Offer. The Offer is not contingent upon the closing of the New Bonds Offering.

### Purchase Price of Old Bonds

For each series of Old Bonds that are accepted pursuant to the Offer, the Billing and Delivery Bank (as defined herein) will pay a purchase price per U.S.\$ 1,000 original principal amount of each series of Old Bonds that are accepted pursuant to the Offer, equal to the respective Purchase Price indicated in the table on the cover of this Offer Document.

Principal on the 2024 USD Bonds is repayable in three equal installments on August 14, 2022 (which has already been paid), August 14, 2023 and at maturity, based on the outstanding principal at the time thereof.

Principal on the 2027 USD Bonds is repayable in three equal installments on October 27, 2025, October 27, 2026 and at maturity, based on the outstanding principal at the time thereof.

Principal on the 2031 USD Bonds is repayable in three equal installments on January 23, 2029, January 23, 2030 and at maturity, based on the outstanding principal at the time thereof.

### Accrued Interest

In addition to the Purchase Price, holders whose Old Bonds (other than in the case of holders of the 2027 USD Bonds) are accepted for purchase will also receive Accrued Interest with respect to their tendered Old Bonds from, and including, the last interest payment date for such Old Bonds to, but not including, the Settlement Date, in each case rounded to the nearest cent (U.S.\$0.01). Accrued Interest will be payable in cash on the Settlement Date.



Since Uruguay will pay interest on the 2027 USD Bonds on the Settlement Date, the Billing and Delivery Bank will not pay Accrued Interest, but only the Purchase Price, to holders of 2027 USD Bonds whose bonds are validly tendered and accepted pursuant to the Offer.

In the event of any dispute or controversy regarding any amount of Accrued Interest for each Old Bond accepted pursuant to the Offer, the determination of Uruguay will be conclusive and binding, absent manifest error.

### **New Bonds Price Determination Time**

The pricing of the New Bonds will be determined by Uruguay in accordance with standard market practice, at the New Bonds Pricing Time, unless extended by Uruguay. Uruguay will announce the Pricing Terms for the New Bonds at or around 2:00 p.m., New York time, on Thursday, October 20, 2022.

### **Announcement of Accepted Preferred Tenders and Non-Preferred Tenders**

**Uruguay expects to announce the aggregate principal amount of Preferred Tenders and Non-Preferred Tenders of each series of Old Bonds that have been accepted and whether any Preferred Tenders and Non-Preferred Tenders will be prorated at or around 8:00 a.m., New York time, or as soon as possible thereafter, on Friday, October 21, 2022 by issuing a press release to an international news service.**

### **No Recommendation**

NONE OF URUGUAY, THE DEALER MANAGERS, THE BILLING AND DELIVERY BANK OR THE INFORMATION AGENT MAKES ANY RECOMMENDATION THAT ANY HOLDER TENDER OR REFRAIN FROM TENDERING ALL OR ANY PORTION OF THE PRINCIPAL AMOUNT OF SUCH HOLDER'S OLD BONDS, AND NO ONE HAS BEEN AUTHORIZED BY ANY OF THEM TO MAKE SUCH A RECOMMENDATION. HOLDERS MUST MAKE THEIR OWN DECISIONS WHETHER TO TENDER OLD BONDS, AND, IF SO, THE PRINCIPAL AMOUNT OF OLD BONDS TO TENDER.

### **Duration of the Offer**

The Offer will commence at or around 8:00 a.m., New York time, on Thursday, October 20, 2022. Unless extended or earlier terminated by Uruguay in its sole discretion, this Offer expires at (i) 12:00 noon, New York time, that same day for Non-Preferred Tenders, and (ii) 2:00 p.m., New York time, that same day for Preferred Tenders. In the event that the Offer for Non-Preferred Tenders is extended or earlier terminated, the terms "Non-Preferred Tenders Expiration Time" and "Preferred Period Expiration Time" shall mean the time and date on which such Offer, as so extended or earlier terminated, shall expire.

Subject to applicable law, Uruguay expressly reserves the right, for any reason and in its sole discretion, to:

- extend the period of time during which the Offer shall remain open at any time and from time to time by giving oral or written notice of such extension to the Dealer Managers, the Billing and Delivery Bank and the Information Agent;
- prospectively terminate or withdraw the Offer at any time; or
- at any time until the first time a tender occurs, amend the terms of such Offer in any respect, and, at any time after the first time a tender occurs, amend the terms of such Offer in a manner Uruguay deems, in its sole discretion, to be advantageous or neutral to all holders of the Old Bonds, whether or not such holders have previously tendered their Old Bonds.

There can be no assurance that Uruguay will exercise its right to extend, terminate or amend the Offer. Please note that the terms of any extension or an amendment of the terms or conditions of the Offer may vary from the terms of the original Offer depending on such factors as prevailing interest rates and the principal amount of Old Bonds previously tendered or otherwise purchased.

Any extension, termination or amendment of the Offer will be followed as promptly as practicable by public announcement thereof. Uruguay shall communicate such public announcement by issuing a press release in accordance with applicable law. See “The Offer—Communications.”

## **Tender Procedures**

### ***Procedures for Submitting Tenders Orders***

Tender Orders must be submitted to a Dealer Manager. Tender Orders of each series of Old Bonds by a holder must be in principal amounts that are Permitted Tender Amounts.

You must submit either Preferred Tenders or Non-Preferred Tenders (as defined herein). You must specify at the time of submission of a Tender Order whether each Tender Order is in respect of a Preferred Tender or a Non-Preferred Tender.

If you wish to submit both a Preferred Tender and a Non-Preferred Tender, you must submit two separate Tender Orders to the Dealer Managers: (i) a Preferred Tender in a principal amount of Old Bonds that will result in the amount specified in the Indication of Interest, and (ii) a Non-Preferred Tender in the principal amount of Old Bonds that you are seeking to tender for cash.

If you have an account with a Dealer Manager and desire to tender your Old Bonds, you should call your regular contact at the Dealer Manager at any time during the Non-Preferred Tender Period or Preferred Tender Period, as applicable. You will not be required to pay any fees or commission to a Dealer Manager in connection with a tender of Old Bonds.

If you do not have an account with a Dealer Manager and desire to tender your Old Bonds, you may do so through any broker, dealer, commercial bank, trust company, other financial institution or other custodian, that you customarily use that has an account with a Dealer Manager. Your broker must contact one of the Dealer Managers at its phone number set forth on the inside back cover of this Offer Document, at any time during the Non-Preferred Tender Period or Preferred Tender Period, as applicable. You may be required to pay a fee or commission to your broker or intermediary through whom Old Bonds are tendered.

By tendering Old Bonds, you will be deemed to have made certain acknowledgments, representations, warranties and undertakings to Uruguay, the Dealer Managers and the Information Agent. See “*Holder’s Representations, Warranties and Undertakings*.”

**You must submit Tender Orders to one Dealer Manager only.**

**Do not tender any Old Bonds more than once.**

**There is no letter of transmittal or guaranteed delivery procedure in connection with this Offer.**

**You will NOT be able to submit tenders through the Euroclear, Clearstream or DTC systems.**

**Do not send Old Bonds to Uruguay.**

### ***Acceptance of Tenders***

Uruguay will instruct the Billing and Delivery Bank to accept valid tenders of Old Bonds for purchase in such amounts as Uruguay shall determine (subject to the terms and conditions of the Offer, including potential proration). Old Bonds will be accepted for purchase at such time as the Billing and Delivery Bank and a tendering holder (or, if the tendering holder does not have an account with the Billing and Delivery Bank, through a Dealer Manager) execute a transaction for the sale of such Old Bonds in accordance with customary brokerage practices for corporate fixed income securities (i.e., a “desk to desk” or “broker to broker” trade). **Tender Orders that are accepted will be settled solely by the Billing and Delivery Bank on the Settlement Date, subject to the terms and conditions of the Offer.** Each of Uruguay and the Billing and Delivery Bank reserves the right, in the sole discretion of each of them, not to accept any Tender Orders for any reason.

All Old Bonds that are tendered pursuant to Tender Orders placed through a Dealer Manager and are accepted as instructed by Uruguay will be purchased by the Billing and Delivery Bank directly or, if the tendering holder does not have an account with the Billing and Delivery Bank, through another Dealer Manager, in such amounts as Uruguay shall determine. **Only the Billing and Delivery Bank will be liable for the payment of the Purchase Price and Accrued Interest, if applicable, for Old Bonds validly tendered and accepted as instructed by Uruguay. Uruguay will not be liable under any circumstances for the payment of the Purchase Price and Accrued Interest for any Old Bonds tendered in the Offer by any holder.** The Billing and Delivery Bank shall not be liable for payments to any holder of Old Bonds validly tendered and accepted for purchase if such holder fails to deliver such Old Bonds on or prior to the settlement of the Offer as described herein.

To avoid acceptance and purchases of Old Bonds in principal amounts other than Minimum Denominations and to ensure that Old Bonds subject to proration are returned in Minimum Denomination, if necessary, appropriate adjustments will be made downward to the nearest Minimum Denominations, with respect to each Tender Order accepted for purchase. Holders who tender less than all of their Old Bonds, must continue to hold Old Bonds in Minimum Denominations.

Each of Uruguay and the Billing and Delivery Bank reserves the right, in the sole discretion of each of them, not to accept any Tender Orders for any reason.

### ***Proration***

#### *Indication of Interest*

“Indication of Interest” means the submission to the underwriters of the New Bonds Offering, prior to the expiration of the Preferred Tender Period, of a firm bid for an amount certain of the New Bonds, as applicable (specifically, where the principal amount of New Bonds is equal to the Tender Value divided by the price of the New Bonds) at an indicated price.

Notwithstanding that firm bids are for an amount certain of New Bonds, such firm bids will remain valid and in effect regardless of whether the amount of New Bonds that is allocated to a holder is less than such amount certain of New Bonds by virtue of the proration process described in this Offer to Purchase.

Each holder submitting an Indication of Interest and tendering Old Bonds of any series shall be deemed to represent to Uruguay, the Dealer Managers and the Billing and Delivery Bank that such holder held, from the time of its submission of its Tender Order through the Preferred Tenders Expiration Time, at least the amount of Old Bonds of each such series as are being tendered.

#### *Tender Value*

The “Tender Value” for a series of Old Bonds will equal the Purchase Price for such series of Old Bonds multiplied by the principal amount tendered.

#### *Preferred Tenders*

“Preferred Tenders” means the Tender Orders for a series of Old Bonds that are submitted concurrently with the submission of a corresponding Indication of Interest for the New Bonds. Preferred Tenders must be submitted during the Preferred Tender Period.

### *Non-Preferred Tenders*

“Non-Preferred Tender” means any Tender Order that is not a Preferred Tender. Non-Preferred Tenders include, among others, Tender Orders that are submitted without the concurrent submission of an Indication of Interest.

### *Proration of Tender Orders for Old Bonds*

Upon determination of the Maximum Purchase Amount for each series, Tender Orders for each series may be subject to proration. Uruguay may subject each series of Old Bonds to different amounts of proration, in its sole discretion.

If the aggregate Purchase Price of all Tender Orders for a series of Old Bonds exceeds the Maximum Purchase Amount applicable to such series, such Tender Orders shall be subject to proration on the following basis:

1. If the aggregate Purchase Price of all Preferred Tenders for such series exceeds the Maximum Purchase Amount for such series, then the Tender Orders in respect of Preferred Tenders of each holder of such series of Old Bonds will be prorated down, so that the aggregate Purchase Price of all Preferred Tenders of such series equals the Maximum Purchase Amount applicable to such series. In such a case, no Non-Preferred Tenders will be accepted for such series. For any prorated Preferred Tenders, the corresponding Indications of Interest will be decreased proportionately.
2. If the aggregate Purchase Price of all Preferred Tenders for a series is less than or equal to the Maximum Purchase Amount applicable to such series then (i) all Preferred Tenders of such series shall be accepted, and (ii) each tendering holder shall have its Non-Preferred Tenders for such series of Old Bonds prorated down, proportionate to the relative size of each such holder’s Non-Preferred Tenders of such series of Old Bonds to all Non-Preferred Tenders of such series.

Notwithstanding the foregoing, Uruguay may, at its sole discretion, adjust the foregoing so as to apply prorationing differentially to each respective series of Old Bonds (prioritizing one or more such series). These proration procedures are subject to Uruguay’s right in its sole discretion not to accept any or certain Tender Orders for any reason.

To avoid acceptance and purchases of Old Bonds in principal amounts other than Minimum Denominations and to ensure that Old Bonds subject to proration are returned in Minimum Denominations, if necessary, appropriate adjustments will be made downward to the nearest Minimum Denominations, with respect to each Tender Order accepted for purchase. Holders who tender less than all of their Old Bonds, must continue to hold Old Bonds in Minimum Denominations.

All Old Bonds not accepted as a result of such proration will be rejected and not purchased pursuant to the Offer.

### **Withdrawal Rights**

Holders of Old Bonds will not have withdrawal rights with respect to the Offer.

### **Settlement; Rounding**

Subject to the pricing, but not the closing, of the New Bonds and the other conditions set forth herein, including the Underwriting Agreement or the Dealer Manager Agreement not having been terminated prior to or at the time of the settlement of the Offer, the Billing and Delivery Bank will write purchase tickets for all holders whose tenders are accepted for purchase; provided, that in the case of a holder whose tender is accepted but does not have an account with the Billing and Delivery Bank, the Dealer Manager with which such holder placed the tender will write the purchase ticket for such holder, on a delivery versus payment method for settlement on the Settlement Date, which is expected to be Thursday, October 27, 2022, subject to change without notice. The Billing and Delivery Bank will also write tickets for the sale of New Bonds pursuant to the Indications of Interest received from holders whose Preferred Tenders were accepted. **Only the Billing and Delivery Bank will be liable for the**

**payment of the Purchase Price and Accrued Interest, if applicable, for Old Bonds validly tendered and accepted as instructed by Uruguay. Uruguay will not be liable under any circumstances for the payment of the Purchase Price and Accrued Interest for any Old Bonds tendered in the Offer by any holder.**

**If you hold Old Bonds through DTC, they must be delivered to the Billing and Delivery Bank for settlement no later than 3:00 p.m., New York time, on the Settlement Date. If you hold Old Bonds through Euroclear or Clearstream, the latest process you can use to deliver your Old Bonds to the Billing and Delivery Bank is the overnight process, one day prior to the Settlement Date; you may not use the optional daylight process.**

**Failure to deliver Old Bonds on time may result (i) in the cancellation of your tender and in you becoming liable for any damages resulting from that failure, (ii) in the case of Preferred Tenders (a) in the cancellation of any allocation of New Bonds in the New Bonds Offering in respect of your related Indication of Interest and/or (b) in the cancellation of your tender and in your remaining obligation to purchase your allocation of New Bonds in respect of your related Indication of Interest and/or (iii) in the delivery of a buy-in notice for the purchase of such Old Bonds, executed in accordance with customary brokerage practices for corporate fixed income securities. Any holder whose tender is cancelled will not receive the Purchase Price or Accrued Interest.**

Payments for Old Bonds purchased pursuant to the Offer will be made in same day funds. The amount of cash you receive will be rounded to the nearest cent (US\$0.01). The determination by the Dealer Managers of any calculation or quotation made with respect to the Offer shall be conclusive and binding on you, absent manifest error.

#### **Conditions to the Offer**

Uruguay reserves the right, in its sole discretion, to instruct the Billing and Delivery Bank not to accept any Tender Orders, or to accept Tender Orders as to one or more series of Old Bonds but no other series, for any reason. In addition, notwithstanding any other provisions of the Offer, the Offer is conditioned upon there not having been threatened, instituted or pending any action or proceeding before any court or governmental, regulatory or administrative body that: (1) makes or seeks to make illegal the purchase of Old Bonds pursuant to the Offer; (2) would or might result in a delay in, or restrict, the ability of Uruguay to purchase the Old Bonds from the Billing and Delivery Bank or issue the New Bonds; or (3) imposes or seeks to impose limitations on the ability of Uruguay to issue and/or price the New Bonds in an amount, with pricing and on terms and conditions acceptable to Uruguay.

The Offer is also conditioned upon the pricing, but not the closing, of the New Bonds Offering, including in an amount, with pricing and on terms and conditions acceptable to Uruguay, and upon the Underwriting Agreement for the New Bonds Offering or the Dealer Manager Agreement not having been terminated prior to or at the time of the settlement of the Offer. Each of the foregoing conditions is for the sole benefit of Uruguay and may only be waived by Uruguay, in whole or in part, at any time and from time to time, in its discretion except that Uruguay can only waive the condition relating to the termination of the Underwriting Agreement for the New Bonds Offering and the termination of the Dealer Manager Agreement with the prior consent of the Billing and Delivery Bank. Any determination by Uruguay concerning the conditions set forth above (including whether or not any such condition has been satisfied or waived, except as in the case of the termination of the Underwriting Agreement for the New Bonds Offering and the Dealer Manager Agreement) will be final and binding upon the Billing and Delivery Bank and all other parties. The Billing and Delivery Bank will not be liable for the payment for any Old Bonds pursuant to the Offer if the Dealer Manager Agreement or the Underwriting Agreement for the New Bonds Offering shall have been terminated prior to or at the time of the settlement of the Offer.

## **Market for the Old Bonds**

Uruguay intends to cancel the Old Bonds it acquires from the Billing and Delivery Bank following completion of the Offer. Accordingly, this transaction will reduce the aggregate principal amount of such Old Bonds that otherwise might trade in the market, which could adversely affect the liquidity and market value of the remaining Old Bonds that Uruguay does not acquire.

## **Communications**

Information about the Offer will be published, to the extent provided in this Offer Document, by means of press releases to an international news service in accordance with applicable law.

Without limiting the manner in which such public announcement may be made, Uruguay shall not have any obligation to publish, advertise or otherwise communicate such public announcement other than to PRNewswire (or another appropriate international news service).

Holders may obtain information about the Offer by contacting the Dealer Managers or the Information Agent at the addresses and telephone numbers listed on the inside back cover of this Offer Document. The internet address for the offer website is: <https://projects.morrowsodali.com/uruguay>

## **Certain Other Matters**

Each proper acceptance of the Old Bonds will constitute your binding agreement (as tendering holder of such Old Bond) to settle the trade on the Settlement Date. The acceptance of the Offer by you with respect to any Old Bonds will constitute the agreement by you to deliver good and marketable title to such Old Bonds on the Settlement Date free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind. All tenders of Old Bonds will settle in accordance with customary brokerage practices for Uruguay's fixed income securities on the Settlement Date, subject to the conditions of the Offer. If you hold Old Bonds through DTC, they must be delivered to the Billing and Delivery Bank for settlement no later than 3:00 p.m., New York time, on the Settlement Date. If you hold Old Bonds through Euroclear or Clearstream, the latest process you can use to deliver your Old Bonds to the Billing and Delivery Bank is the overnight process, one day prior to the Settlement Date; you may not use the optional daylight process. Failure to deliver Old Bonds on time may result (i) in the cancellation of your tender and in you becoming liable for any damages resulting from that failure, (ii) in the case of Preferred Tenders (a) in the cancellation of any allocation of New Bonds in the New Bonds Offering in respect of your related Indication of Interest and/or (b) in the cancellation of your tender and in your remaining obligation to purchase your allocation of New Bonds in respect of your related Indication of Interest and/or (iii) in the delivery of a buy-in notice for the purchase of such Old Bonds, executed in accordance with customary brokerage practices for corporate fixed income securities. Any holder whose tender is cancelled will not receive the Purchase Price or Accrued Interest.

All questions as to the validity, form and eligibility (including time of receipt), any acceptance of the Offer and any sale pursuant thereto will be determined by Uruguay, in its sole discretion, which determination shall be final and binding. Uruguay reserves the absolute right, in its sole discretion, to reject any and all acceptances and sales not in proper form or for which the corresponding agreement to purchase, in its opinion, would be unlawful. Uruguay also reserves the right to waive any defects, irregularities or conditions in acceptances and settlement with regard to any particular Old Bonds.

None of Uruguay, the Dealer Managers, the Billing and Delivery Bank, the Information Agent or any other person will be under any duty to give notice to accepting or selling holders of Old Bonds of any defects or irregularities in acceptances or sales, nor shall any of them incur any liability for failure to give such notice.

The determination by Uruguay of any calculation or quotation made with respect to the Offer, absent manifest error, shall be conclusive and binding on all holders.

## TAXATION

### General

A tender of Old Bonds pursuant to this Offer Document may be a taxable transaction under the laws applicable to a holder of Old Bonds. You should consult your own tax advisors to determine the particular tax consequences that apply to you in respect of the sale of Old Bonds.

### Uruguayan Income Tax Consequences Associated with the Old Bonds

The following discussion summarizes certain aspects of Uruguayan income taxation that may be relevant to you if you are a Non-Resident Holder of the Old Bonds. For the purposes of this summary, you are a “Non-Resident Holder” if you are a holder of Old Bonds who is an individual that is a non-resident of Uruguay or a legal entity that is not organized in Uruguay. This summary may also be relevant to you if you are a Non-Resident Holder of Old Bonds in connection with the holding and disposition of such Old Bonds. The summary is based on Uruguayan laws, rules and regulations now in effect, all of which may change. This summary is not intended to constitute a complete analysis of the income tax consequences under Uruguayan law of the receipt, ownership or disposition of the Old Bonds, in each case if you are a non-resident of Uruguay, nor to describe any of the tax consequences that may be applicable to you if you are a resident of Uruguay.

Under Uruguayan law, as currently in effect, if you are a Non-Resident Holder of Old Bonds and you do not maintain a permanent establishment in Uruguay, interest and principal payments on the Old Bonds will not be subject to Uruguayan income or withholding tax. If you are a Non-Resident Holder and you obtain capital gains resulting from any trades of Old Bonds effected between or in respect of accounts maintained by or on behalf of you, you will not be subject to Uruguayan income or other Uruguayan taxes where you have no connection with Uruguay other than as a holder of an interest in Old Bonds nor a permanent establishment. If you are a Non-Resident Holder and you do not maintain a permanent establishment in Uruguay, payments of interest and principal on Old Bonds to you, and any gain realized upon the disposition of Bonds by you, will not be subject to Uruguayan taxes. Furthermore, if you are a Non-Resident Holder who maintains a permanent establishment in Uruguay, the tax exemptions above mentioned, may also be applicable.

### U.S. Federal Income Taxation

The following is a summary of certain U.S. federal income tax consequences of the Offer that may be relevant to a U.S. holder (as defined herein) of an Old Bond. This summary is based on provisions of the Internal Revenue Code of 1986, as amended (the “Code”), applicable Treasury regulations, laws, rulings and decisions now in effect, all of which are subject to change, possibly with retroactive effect. This summary deals only with beneficial owners of Old Bonds that hold Old Bonds as capital assets, and does not address particular tax considerations that may be applicable to holders that are subject to special tax rules, such as banks, tax-exempt entities, insurance companies, regulated investment companies, dealers in securities or currencies, traders in securities electing to mark to market, persons that will hold Bonds as a position in a “straddle” or conversion transaction, or as part of a “synthetic security” or other integrated financial transaction, entities or arrangements taxed as partnerships or the partners therein, persons subject to the alternative minimum tax, non-resident alien individuals present in the United States for more than 182 days in a taxable year, U.S. expatriates, U.S. holders who are engaged in a trade or business in Uruguay or maintain a permanent establishment in Uruguay or persons that have a “functional currency” other than the U.S. dollar.

This summary addresses only U.S. federal income tax consequences, and does not address consequences arising under state, local, foreign, U.S. federal estate, gift or other tax laws or the Medicare tax on net investment income. Holders of Old Bonds should consult their own tax advisors in determining the tax consequences to them of the Offer under such tax laws, as well as the application to their particular situation of the U.S. federal income tax considerations discussed below.

As used herein, a “U.S. Holder” is a beneficial owner of an Old Bond that is a citizen or resident of the United States or a U.S. domestic corporation or that otherwise is subject to U.S. federal income taxation on a net income basis in respect of an Old Bond.

## **Sales of Old Bonds**

Sales of Old Bonds pursuant to the Offer will be taxable transactions for U.S. federal income tax purposes.

Subject to the discussion under “Possible Alternative Treatment of the Sales of Old Bonds,” if you sell Old Bonds pursuant to the Offer you will generally recognize gain or loss in an amount equal to the difference between the amount of cash you receive (other than amounts received attributable to accrued interest, which will be taxed as such) and your adjusted tax basis in the Old Bonds sold at the time of sale. Your adjusted tax basis in an Old Bond generally will equal the amount you paid for the Old Bond, as applicable, reduced by any premium you have previously amortized and any amortization payments received on the Old Bond and increased by the amount of any market discount that you have elected to include in income currently as it accrues (as described below). Except as discussed below with respect to market discount, any such gain or loss will be capital gain or loss and will be long-term capital gain or loss if you have held the Old Bond for more than one year on the date of the sale.

In general, market discount is the excess, if any, of the principal amount of an Old Bond over your tax basis therein at the time of the acquisition, unless the amount of the excess is less than a specified *de minimis* amount, in which case market discount is considered to be zero. If you acquired an Old Bond with market discount, any gain you realize pursuant to the sale of the Old Bond will be treated as ordinary income to the extent of the portion of the market discount that has accrued while you held the Old Bond, unless you have elected to include market discount in income currently as it accrues.

Gain or loss recognized pursuant to the sale of an Old Bond in the Offer generally will be treated as U.S.-source income or loss for U.S. foreign tax credit purposes. Accrued interest income with respect to the Old Bonds that is treated as paid as a result of the Offer will constitute income from sources outside the United States, and for U.S. foreign tax credit purposes such income should generally constitute “passive category income.” The rules governing the U.S. foreign tax credit are complex, and you are urged to consult your own tax advisor regarding the application of the rules to your particular circumstances.

### ***Possible Alternative Treatment of the Sales of Old Bonds***

A tendering U.S. holder of Old Bonds that purchases New Bonds pursuant to the New Bonds Offering should consult its tax advisor to determine whether the sale of the Old Bonds pursuant to the Offer and the subsequent purchase of New Bonds pursuant to the New Bonds Offering could be subjected to the wash sale rules (which generally limit loss recognition) and/or characterized as an exchange for U.S. federal income tax purposes.

If the sale and purchase were treated as an exchange, and such exchange were a taxable exchange, the amount realized on the disposition of the Old Bonds would equal the issue price of the New Bonds treated as received in exchange for the Old Bonds, and the tax treatment to a U.S. holder would be substantially similar to the treatment described above under “Sales of Old Bonds.” If, on the other hand, the sale and purchase were treated as a non-taxable exchange, a tendering U.S. holder of Old Bonds that purchases New Bonds would not generally recognize gain or loss, if any, on the exchange. Furthermore, the issue price of such New Bonds acquired would be determined by reference to the adjusted issue price of the Old Bonds sold pursuant to the Offer at the time of the sale.

Uruguay intends to take the position that the sale of Old Bonds pursuant to the Offer is treated as a taxable sale for cash, and not as an exchange, for U.S. federal income tax purposes. Under this treatment, as described above under “Sales of Old Bonds,” a U.S. holder that disposes of Old Bonds pursuant to the Offer would generally recognize gain or loss, if any, at the time of the disposition.

If you sell Old Bonds pursuant to the Offer and purchase New Bonds pursuant to the New Bonds Offering, you should consult your tax advisor regarding the consequences of such sales and purchases.

## **Information Reporting and Backup Withholding**

You may be subject to information reporting and backup withholding unless (i) you come within certain exempt categories and demonstrate this fact or (ii) you provide a correct taxpayer identification number, certify as to no loss of exemption from backup withholding and otherwise comply with applicable requirements of the backup



withholding rules. The amount of any backup withholding from the Purchase Price will be allowed as a credit against your U.S. federal income tax liability and may entitle you to a refund, provided that the required information is furnished to the IRS in a timely manner.

## HOLDERS' REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

By tendering Old Bonds, each holder of Old Bonds shall be deemed to agree with, and acknowledge, represent, warrant and undertake (on behalf of itself and of any person for whom it is acting) to Uruguay, the Billing and Delivery Bank, the Dealer Managers and the Information Agent as of each of the Non-Preferred Tenders Expiration Time, Preferred Tenders Expiration Time and Settlement Date, as set forth below. If any holder of such Old Bonds or the direct participant is unable to give these acknowledgements, agreements, representations, warranties and undertakings, such holder or direct participant is not permitted to participate in the Offer and, if it has taken any steps to do so, should contact the Information Agent immediately.

- (1) It has received, reviewed this Offer Document and understood and accepted the terms and conditions of the Offer and distribution restrictions, all as described in this Offer Document.
- (2) It understands that the tender of Old Bonds pursuant to any of the procedures set forth in this document will constitute its acceptance of the terms and conditions of the Offer, that only the Billing and Delivery Bank will be liable for the payment of the Purchase Price and Accrued Interest, if applicable, for Old Bonds validly tendered and accepted subject to the terms and conditions of the Offer, and that Uruguay will not be liable under any circumstances for the payment of the Purchase Price and Accrued Interest for any Old Bonds tendered in the Offer by any holder.
- (3) It is assuming all the risks inherent in participating in the Offer, and has undertaken all the appropriate analysis of the implications of the Offer, without reliance on Uruguay, the Dealer Managers, the Billing and Delivery Bank, the Information Agent or any of their respective directors or employees.
- (4) Upon the terms and subject to the conditions of the Offer, it has submitted one or more Tender Orders with respect to the principal amount of Old Bonds to a Dealer Manager, subject to and effective on the acceptance for purchase in respect of such Old Bonds pursuant to the Offer, it renounces all right, title and interest in and to all such Old Bonds accepted for purchase pursuant to the Offer and waives and releases any rights or claims it may have against Uruguay with respect to any such Old Bonds or the Offer.
- (5) It has full power and authority to transfer and assign to the Billing and Delivery Bank the Old Bonds which it has tendered pursuant to the Offer and, if such Old Bonds are accepted for purchase pursuant to the Offer, good and marketable title to such Old Bonds will be transferred to, or for the account of, the Billing and Delivery Bank free from all liens, charges and encumbrances, not subject to any adverse claim and together with all rights attached thereto, and it will, upon request, execute and deliver any additional documents and/or do such other things deemed by Uruguay or the Billing and Delivery Bank to be necessary or desirable to complete the sale, assignment, transfer and/or cancellation of such Old Bonds or to evidence such power and authority.
- (6) It irrevocably appoints the Billing and Delivery Bank as its true and lawful agent and attorney-in-fact (with full knowledge that the Billing and Delivery Bank also acts as agent of Uruguay) with respect to the tendered Old Bonds, with full powers of substitution (such power of attorney being deemed to be an irrevocable power of attorney coupled with an interest) to (a) present such Old Bonds and all evidences of transfer and authenticity to, or transfer ownership of, such Old Bonds on the accounts maintained by DTC, Euroclear or Clearstream, as the case may be, to, or to the order of the Billing and Delivery Bank, (b) it will, upon request, execute and deliver additional documents and/or do such other things deemed by the Billing and Delivery Bank, the Dealer Managers, the Information Agent or Uruguay to be necessary or desirable to complete the sale, assignment and transfer of the Bonds tendered or to evidence such power and authority.
- (7) All authority conferred or agreed to be conferred pursuant to its acknowledgements, agreements, representations, warranties, undertakings and directions, and all of its obligations shall be binding upon its successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, its death or incapacity.
- (8) It understands that acceptance for purchase of Old Bonds validly tendered by it pursuant to the Offer will constitute a binding agreement between it and the Billing and Delivery Bank, in accordance with and subject to the terms and conditions of the Offer, that only the Billing and Delivery Bank will be liable for the payment of the Purchase Price and Accrued Interest, if applicable, for Old Bonds validly

tendered and accepted and that Uruguay will not be liable under any circumstances for the payment of the Purchase Price and Accrued Interest for any Old Bonds tendered in the Offer by any holder.

- (9) It understands that Uruguay may, at its sole discretion, instruct the Billing and Delivery Bank to extend, re-open, amend or waive any condition of, or terminate, the Offer at any time, and that in the event of a termination of the Offer, the relevant Old Bonds will be returned to the holder.
- (10) None of Uruguay, the Dealer Managers, the Billing and Delivery Bank, the Information Agent, the trustee for the Old Bonds or any of their respective directors or employees, has given it any information with respect to the Offer save as expressly set out in this Offer Document nor has any of them made any recommendation to it as to whether it should tender Old Bonds for cash in the Offer, and it has made its own decision with regard to tendering Old Bonds for cash in the Offer based on any legal, tax or financial advice it has deemed necessary to seek.
- (11) Other than as expressly stated in the Offer, no information has been provided to it by Uruguay, the Dealer Managers, the Billing and Delivery Bank, the Information Agent or any of their respective directors or employees, with regard to the tax consequences for holders of Old Bonds arising from any Old Bonds purchased pursuant to the Offer and the receipt of the New Bonds and any cash payment, and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Offer or in relation to the New Bonds and agrees that it does not and will not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against Uruguay, the Dealer Managers, the Billing and Delivery Bank, the Information Agent, any of their respective directors or employees or any other person in respect of such taxes and payments.
- (12) It understands that validly tendered Old Bonds (or defectively tendered Old Bonds with respect to which Uruguay has waived, or has caused to be waived, such defect) will be deemed to have been accepted by the Billing and Delivery Bank if, as and when Uruguay gives oral or written notice thereof to the Billing and Delivery Bank.
- (13) It is not a person to whom it is unlawful to make an Offer pursuant to this Offer Document, it has not distributed or forwarded this Offer Document or any other documents or materials relating to the Offer to any such person, and it has (before tendering the Old Bonds for cash) complied with all laws and regulations applicable to it for the purposes of its participation in the Offer.
- (14) It shall indemnify Uruguay, the Dealer Managers, the Billing and Delivery Bank and the Information Agent against all and any losses, costs, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the representations, warranties and/or undertakings given pursuant to, the Offer (including any acceptance thereof) by any such holder.
- (15) It agrees that accrued but unpaid interest to be paid on the Old Bonds on the Settlement Date pursuant to the Offer shall be paid on such Settlement Date and in accordance with the terms set forth in this document notwithstanding any other provision of the Old Bonds.
- (16) It agrees to treat the sales of Old Bonds pursuant to the Offer as a transaction separate from any purchase it may make of New Bonds pursuant to the New Bonds Offering.

## **DEALER MANAGERS, BILLING AND DELIVERY BANK AND INFORMATION AGENT**

Uruguay has entered into a dealer manager agreement with Credit Agricole Securities (USA) Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC and Santander Investment Securities Inc. to act as Dealer Managers for the Offer, and HSBC Securities (USA) Inc. to act as Billing and Delivery Bank for the Offer. Pursuant to the Dealer Manager Agreement, Uruguay has:

- retained the Dealer Managers to act, directly or through affiliates, as the dealer managers in connection with the Offer;
- retained the Billing and Delivery Bank to act as the billing and delivery bank in connection with the Offer;
- agreed to reimburse the Dealer Managers for certain expenses in connection with the Offer; and
- agreed to indemnify the Dealer Managers and the Billing and Delivery Bank against certain liabilities and expenses in connection with the Offer, including liabilities under the U.S. Securities Act of 1933, as amended. The Dealer Manager Agreement contains various other representations, warranties, covenants and conditions customary for agreements of this sort.

Morrow Sodali International LLC will act as Information Agent in connection with the Offer. Morrow Sodalis's Stamford address is 333 Ludlow Street, South Tower, Stamford, CT 06902. The Information Agent will be paid customary fees for its services in connection with the Offer.

Each of the Dealer Managers is participating as an underwriter in connection with the New Bonds Offering and each of the Dealer Managers has provided and may continue to provide certain investment banking services to Uruguay for which they have received and may receive compensation that is customary for services of such nature. The Dealer Managers may trade, or hold a long or short position in, the Old Bonds, the New Bonds or other debt securities or related derivatives of Uruguay for their own accounts or for the accounts of their customers at any given time, and the Dealer Managers may participate in the Offer by submitting tenders on their own behalf or by submitting tenders on behalf of clients. The Billing and Delivery Bank has agreed to sell the Old Bonds purchased pursuant to the Offer to Uruguay on the first business day following the Settlement Date and Uruguay has agreed to purchase such Old Bonds at the Purchase Price paid by the Billing and Delivery Bank pursuant to the Offer plus accrued and unpaid interest from and including the last interest payment date for such Old Bonds to but not including the date of such transfer, provided that Uruguay will not have any obligation to purchase Old Bonds if the New Bonds Offering has not settled on or prior to such date.

Some of the Dealer Managers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with Uruguay. They have received, or may in the future receive, customary fees and commissions for these transactions.

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

In connection with the Offer, Uruguay may solicit, or cause to be solicited, tenders by use of postal services, personally or by telephone, electronic mail, facsimile, telegram or other similar methods.

The Dealer Managers have agreed to pay for certain expenses in connection with the Offer.

None of the Dealer Managers, the Billing and Delivery Bank, the Information Agent, the clearing systems or any of their respective directors, employees or affiliates assumes any responsibility for the accuracy or completeness of the information concerning the Offer or Uruguay contained herein or for any failure by Uruguay to disclose events that may have occurred and may affect the significance or accuracy of such information.

None of Uruguay, the Dealer Managers, the Billing and Delivery Bank or the Information Agent has expressed any opinion as to whether the terms of the Offer are fair. None of Uruguay, the Dealer Managers, the Billing and Delivery Bank or the Information Agent makes any recommendation that you tender your Old Bonds or refrain from doing so pursuant to the Offer, and no one has been authorized by Uruguay, the Dealer Managers, the Billing and Delivery Bank or the Information Agent to make any such recommendation. You must make your own decision as to whether to tender Old Bonds or refrain from doing so, and, if so, the principal amount of Old Bonds to tender.

## ISSUER OF OLD BONDS

**República Oriental del Uruguay**  
c/o Ministry of Economy and  
Finance  
Colonia 1089—Third Floor  
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Uruguay

## DEALER MANAGERS

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## INFORMATION AGENT

### **Morrow Sodali International LLC**

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**República Oriental del Uruguay**