



Comunicado N° 9765  
**Ref.: Oferta de Compra de  
ON VALE OVERSEAS LTD. 8,25% 17/01/2034**  
**Código CVSA: 92774**  
**Código ISIN: US91911TAE38**

Buenos Aires, 13 de septiembre de 2019

**Sres. Depositantes**

Tengo el agrado de dirigirme a Uds. a efectos de hacerles llegar la información que hemos recibido de la Central Depositaria Internacional Euroclear sobre el título de la referencia.

Aquellos tenedores que deseen tomar acción al respecto, deberán presentar en el Sector Documental Imputaciones (25 de mayo 359, 8vo piso) de Caja de Valores S.A., el formulario "Solicitud para participar de Eventos Corporativos" (en Original y Duplicado) disponible en la página web de Caja de Valores S.A. ([www.cajadevalores.com.ar](http://www.cajadevalores.com.ar)), indicando la posición de títulos que aplica a su elección.

Fecha límite para participar de la oferta anticipada (con cobro de prima por oferta anticipada):  
23 de septiembre de 2019, hasta las 15:00 hs.

Fecha límite para participar de la oferta tardía (sin cobro de prima por oferta anticipada):  
7 de octubre de 2019, hasta las 15:00 hs.

Por favor tenga en cuenta que tales títulos serán bloqueados en una cuenta de Caja de Valores hasta la finalización de la oferta.

Para mayor información al respecto, adjuntamos el reporte (Anexo I) así como información sobre el evento (Anexo II) enviados por la Central arriba mencionada.



**CAJA DE  
VALORES**

F-90822.06

Ante cualquier consulta sobre el presente evento se podrán comunicar con el Agente de Información designado por el emisor:

D. F. King & Co., Inc.  
48 Wall Street, 22<sup>nd</sup> floor  
New York, New York 10005  
E-mail: [vale@dfking.com](mailto:vale@dfking.com)  
Teléfonos: +1 (212) 269-5550 | +1 (866) 406-2283

Cabe destacar que Caja de Valores S.A. trasladará a los señores depositantes los cargos que surjan de las gestiones relacionadas con el presente evento.

Señalamos que es de exclusiva responsabilidad de los Depositantes y de los tenedores de los títulos tomar o no acción al respecto; razón por la cual las condiciones del presente no podrán interpretarse como recomendaciones o sugerencias de Caja de Valores S.A. para participar en el evento.

Por cualquier duda o consulta podrán comunicarse con el Area Internacional al 4317-8900 Int. 8602.

Sin otro particular los saluda atentamente,

**Walter Escudero**

Gerente de Operaciones

JCM

[Print](#)

**EasyWay™**  
CORPORATE ACTIONS

**Corporate action details for CA00000006343484 - Repurchase Offer/Issuer Bid/Reverse Rights**  
**Service provider EB - Place of holding EB**

## General information

Corporate action indicator:	Repurchase Offer/Issuer Bid/Reverse Rights TENDER GROUP 2 - PRIORITY 5
Corporate action reference:	CA00000006343484
Mandatory/voluntary indicator:	Voluntary CA event
Corporate action processing:	Reorganisation

## Main underlying security

ISIN:	US91911TAE38
Common code:	018409879
Description:	VALE OVERSEAS LIMIT 8.25000 17/01/34

### Financial instrument attributes

Type of financial instrument:	BOND
Denomination currency:	USD
Maturity date:	17 Jan 2034

## Corporate action details

Interest period:	Unknown
Blocking period:	Ongoing
Certification:	No
Electronic certification:	NO CERTIFICATION REQUIRED
Paperwork:	NO LEGAL DOCUMENTATION TO BE COMPLETED

## Option 001 Cash

Corporate action option feature indicator:	Beneficiary Owner Instruction Pro Ration
Corporate action option status:	Active
Currency:	USD
Default processing flag:	No
Withdrawal Allowed:	Yes
Market deadline date:	25 Sep 2019 - 23:00
Response deadline date:	25 Sep 2019 - 17:00
Revocability period:	12 Sep 2019 00:01 - 25 Sep 2019 23:00
Period of action:	12 Sep 2019 - 25 Sep 2019
Account servicer revocability period:	12 Sep 2019 00:01 - 25 Sep 2019 17:00
Minimum exercisable quantity:	Face Amount Quantity 2,000
Multiple exercisable quantity:	Face Amount Quantity 1,000
Expiry Date:	25 Sep 2019 - 18:00

### Security movement details

Debit/credit indicator:	Debit
ISIN:	US91911TAE38
Common code:	018409879
Description:	VALE OVERSEAS LIMIT 8.25000 17/01/34
Minimum exercisable quantity:	Face Amount Quantity 2,000

Minimum exercisable multiple Face Amount Quantity 1,000  
quantity:

### Cash movement details

Debit/credit indicator: Credit  
Payment date: 30 Sep 2019  
Value date: 30 Sep 2019  
Generic cash price received per product: Unknown  
Additional information: NARC/001 TO TENDER BEFORE EARLY TENDER DATE AND RECEIVE TOTAL CONSIDERATION (INCLUDING EARLY TENDER PAYMENT USD50) + ACCRUED INTEREST

## Option 002 Cash

Corporate action option feature indicator: Beneficiary Owner Instruction Pro Ration  
Corporate action option status: Active  
Currency: USD  
Default processing flag: No  
Withdrawal Allowed: No  
Market deadline date: 10 Oct 2019 - 05:59  
Response deadline date: 09 Oct 2019 - 13:00  
Period of action: 25 Sep 2019 - 09 Oct 2019  
Minimum exercisable quantity: Face Amount Quantity 2,000  
Multiple exercisable quantity: Face Amount Quantity 1,000  
Expiry Date: 09 Oct 2019 - 14:00

### Security movement details

Debit/credit indicator: Debit  
ISIN: US91911TAE38  
Common code: 018409879  
Description: VALE OVERSEAS LIMIT 8.25000 17/01/34  
Minimum exercisable quantity: Face Amount Quantity 2,000  
Minimum exercisable multiple quantity: Face Amount Quantity 1,000

### Cash movement details

Debit/credit indicator: Credit  
Payment date: 30 Sep 2019  
Value date: 11 Oct 2019  
Generic cash price received per product: Unknown  
Additional information: NARC/002 TO TENDER AFTER THE EARLY TENDER DATE BUT BEFORE EXPIRATION DATE AND RECEIVE THE TENDER CONSIDERATION

## Option 003 No Action

Corporate action option status: Active  
Default processing flag: Yes  
Response deadline date: 09 Oct 2019 - 13:00  
Period of action: 12 Sep 2019 - 09 Oct 2019  
Minimum exercisable quantity: Face Amount Quantity 2,000  
Multiple exercisable quantity: Face Amount Quantity 1,000  
Expiry Date: 09 Oct 2019

## Action to take

TO INSTRUCT, YOU NEED TO:  
- SEND A SEPARATE INSTRUCTION PER BENEFICIAL OWNER (BO)

BENEFICIAL OWNERSHIP:  
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DUE TO THE SPECIFIC MECHANICS OF THIS CORPORATE EVENT YOU HAVE TO SEND A SEPARATE INSTRUCTION PER BO

YOU ARE SOLELY RESPONSIBLE TO DETERMINE WHETHER TO SEND ONE INSTRUCTION PER BO OR NOT. WE CANNOT PROVIDE ANY GUIDANCE ON THIS REQUIREMENT. WE WILL FORWARD BUT NOT VALIDATE ANY INSTRUCTION RECEIVED REGARDLESS IF YOU INSTRUCTED AT BENEFICIAL OWNER OR NOT

#### ELECTRONIC INSTRUCTIONS:

1. FREE FORMAT MT 599/MT 568 USERS: YOUR DEADLINE IS 10:00 (BRUSSELS TIME) ON THE BUSINESS DAY BEFORE THE DEADLINE DATE.

#### 2. EASYWAY USERS:

A. TO TENDER BEFORE EARLY TENDER DATE AND RECEIVE TOTAL CONSIDERATION, CHOOSE OPTION 001

B. TO TENDER AFTER THE EARLY TENDER DATE BUT BEFORE EXPIRATION DATE AND RECEIVE THE TENDER CONSIDERATION, CHOOSE OPTION 002

- MENTION IN FIELD 'NARRATIVE TO EUROCLEAR BANK': YOUR CONTACT NAME AND PHONE NUMBER PRECEDED BY 'INX CONTACT DETAILS'

#### 3. EUCLID USERS:

A. TO TENDER BEFORE EARLY TENDER DATE AND RECEIVE TOTAL CONSIDERATION, SEND AN INSTRUCTION TYPE '62'

B. TO TENDER AFTER THE EARLY TENDER DATE BUT BEFORE EXPIRATION DATE AND RECEIVE THE TENDER CONSIDERATION, SEND AN INSTRUCTION TYPE '54' WITH SUBTYPE 'CASH'

C. TO TAKE NO ACTION, SEND AN INSTRUCTION TYPE '54' SUBTYPE 'NOAC'. MENTION THE EVENT NUMBER IN FIELD 72 AS FOLLOWS: 'EVNB CA00000XXXXXX' (WHERE XXXXXXXX IS THE EVENT NUMBER)

ALWAYS MENTION IN FIELD:

- 72: YOUR CONTACT NAME AND PHONE NUMBER PRECEDED BY 'INX CONTACT DETAILS'

#### 4. SWIFT MT565 USERS:

A. TO TENDER BEFORE EARLY TENDER DATE AND RECEIVE TOTAL CONSIDERATION, USE CAON 001 CAOP CASH

B. TO TENDER AFTER THE EARLY TENDER DATE BUT BEFORE EXPIRATION DATE AND RECEIVE THE TENDER CONSIDERATION, USE CAON 002 CAOP CASH

ALWAYS MENTION IN FIELD:

- 70E:INST: YOUR CONTACT NAME AND PHONE NUMBER PRECEDED BY 'INX CONTACT DETAILS'

#### PAPER FORM:

NO LEGAL DOCUMENTATION TO BE COMPLETED

#### DOCUMENTATION

YOU MAY REQUEST THE CORPORATE ACTION DOCUMENT(S) EITHER VIA E-MAIL OR VIA THE WEBSITE:

A. E-MAIL: SEND AN E-MAIL TO CADOCs(AT)EUROCLEAR.COM. INDICATE IN THE SUBJECT OF YOUR E-MAIL THE FOLLOWING REFERENCE 6343380-221

NOTE: IN THE RARE CASE THAT THE SIZE OF THE CA DOCUMENT EXCEEDS 10 MB, IT WILL NOT BE POSSIBLE TO SEND IT VIA E-MAIL. YOU WILL RECEIVE AN E-MAIL INFORMING YOU THAT THE DOCUMENT WILL BE AVAILABLE ONLY VIA THE WEBSITE

B. THE EUROCLEAR WEBSITE (MY.EUROCLEAR.COM): TO ACCESS THE DOCUMENTATION, LOG IN OR GO THROUGH TO MYEUROCLEAR AS A GUEST. YOU CAN DOWNLOAD THE DOCUMENT(S) BY ENTERING THE CORPORATE ACTION NOTIFICATION NUMBER 6343380 IN THE SEARCH BOX ON MY.EUROCLEAR.COM MY APPS CORPORATE ACTIONS

#### REVOCABILITY

INSTRUCTIONS MAY BE WITHDRAWN PURSUANT TO THE OFFER DOCUMENTATION AND UPON AGENTS FINAL AGREEMENT

FREE TEXT LIMITATIONS APPLICABLE IN THE FOLLOWING FIELDS (IF REQUIRED):

- 4 X 35 CHARACTERS IN FIELD: 88D

- 10 X 35 CHARACTERS IN FIELDS 72, 70E:INST, 80B, 95V:OWND

WE WILL FORWARD BUT NOT VALIDATE ANY OF THE INFORMATION IN THESE FIELDS.

NOTE:

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PLEASE REFER TO THE CORPORATE ACTIONS FAQ SECTION ON MY.EUROCLEAR.COM FOR MORE INFORMATION WITH REGARDS TO THE APPLICABLE PROCESS TO CANCEL AND REPLACE YOUR INSTRUCTION

## Corporate action narrative

### Party contact description:

CORPORATE ACTIONS DRIT INFO 4245

### Offeror:

VALE

### General information:

INFORMATION SOURCE: INFORMATION AGENT:  
DFKING AND CO, INC  
48 WALL STREET, 22ND FLOOR  
NEW YORK, NEW YORK 10005  
E-MAIL: VALE(AT)DFKING.COM  
BANKS AND BROKERS CALL: +1 (212) 269-5550  
ALL OTHERS CALL TOLL FREE (U.S. ONLY): +1 (866) 406-2283

#### GENERAL INFORMATION

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THE PURPOSE OF THE OFFERS IS TO RETIRE A PORTION OF THE NOTES WITH CASH ON HAND IN ORDER TO REDUCE VALES INDEBTEDNESS

1. TENDER AND CONSENT: NOT APPLICABLE
  2. CONDITIONS AND RESTRICTIONS: CERTAIN RESTRICTIONS MAY APPLY.
- REFER TO THE OFFER DOCUMENTATION FOR THE COMPLETE CONDITIONS AND RESTRICTIONS OF THIS OFFER

#### TIMETABLE

- 
- PRICE DETERMINATION DATE: 14:00 NYC TIME ON 26/09/2019
  - EARLY ACCEPTANCE DATE: EXPECTED TO BE THE FIRST BUSINESS DAY FOLLOWING THE EARLY TENDER DATE AT THE COMPANYS DISCRETION
  - EARLY SETTLEMENT DATE: EXPECTED TO BE THE SECOND BUSINESS DAY FOLLOWING THE PRICE DETERMINATION DATE AT THE COMPANYS DISCRETION
  - FINAL SETTLEMENT DATE: EXPECTED TO BE THE SECOND BUSINESS DAY FOLLOWING THE EXPIRATION DATE

#### ENTITLEMENT

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1. PURCHASE PRICE:
    - THE APPLICABLE TOTAL CONSIDERATION FOR EACH USD 1,000 PRINCIPAL AMOUNT OF EACH SERIES OF NOTES WILL BE DETERMINED BY REFERENCE TO THE APPLICABLE FIXED SPREAD FOR SUCH NOTES PLUS THE YIELD TO MATURITY OF THE APPLICABLE REFERENCE SECURITY BASED ON THE BID-SIDE PRICE OF THE APPLICABLE REFERENCE SECURITY AS QUOTED ON THE APPLICABLE REFERENCE PAGE AT THE PRICE DETERMINATION DATE
    - EARLY TENDER PAYMENT: USD 50 PER USD 1,000
    - TENDER CONSIDERATION: THE APPLICABLE TOTAL CONSIDERATION MINUS EARLY TENDER PAYMENT

- REFERENCE U.S. TREASURY SECURITY: 1.625 PER CENT DUE AUGUST 15, 2029

- FIXED SPREAD: PLUS 299 BPS

2. ACCRUED AND UNPAID INTEREST: ACCRUED AND UNPAID INTEREST WILL BE PAID UP TO, BUT NOT INCLUDING, THE SETTLEMENT DATE

3. MINIMUM AGGREGATE ACCEPTANCE AMOUNT: THE TENDER OFFER IS NOT CONDITIONAL ON A MINIMUM AGGREGATE AMOUNT OF SECURITIES BEING TENDERED.

4. TENDER CAP :

MAXIMUM PRINCIPAL AMOUNT: THE AGGREGATE PRINCIPAL AMOUNT OF ALL THE NOTES TENDERED AND ACCEPTED FOR PURCHASE PURSUANT TO THE OFFERS WILL NOT EXCEED USD 1,000,000,000

5. PRORATION: APPLICABLE. THE COMPANY OFFERS TO ACCEPT INSTRUCTIONS UP TO THE TENDER CAPS. IF THE CAPS ARE EXCEEDED, INSTRUCTIONS WILL BE ACCEPTED ON A PRO-RATA BASIS. THE AMOUNT OF NOTES THAT ARE TENDERED ON THE APPLICABLE SETTLEMENT DATE WILL BE DETERMINED IN ACCORDANCE WITH THE ACCEPTANCE PRIORITY LEVELS SET FORTH IN THE DOCUMENTATION (WITH 1 BEING THE HIGHEST AND 6 BEING THE LOWEST).

IF THE OFFERS ARE NOT OVERSUBSCRIBED AS OF THE EARLY TENDER DATE, NOTES TENDERED ON OR BEFORE THE EARLY TENDER DATE WILL BE ACCEPTED FOR PURCHASE IN PRIORITY TO NOTES TENDERED AFTER THE EARLY TENDER DATE, EVEN IF SUCH NOTE TENDERED AFTER THE EARLY TENDER DATE HAVE A HIGHER ACCEPTANCE PRIORITY LEVEL

FOR FURTHER DETAILS OF THE PRORATION PLEASE REFER TO THE DOCUMENTATION

6. POOLFACTOR: NOT APPLICABLE

THIS CORPORATE ACTION NOTIFICATION DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES BY ANYONE IN ANY JURISDICTION.

IT IS NOT, AND SHOULD NOT BE CONSTRUED OR TREATED AS, INVESTMENT OR FINANCIAL ADVICE. IN PROVIDING THIS INFORMATION, EUROCLEAR Bank is not acting as agent of the issuer.

By sending an instruction to Euroclear Bank, you confirm that you (and any beneficial owner(s) for whom you act) comply with the terms and conditions of the corporate event and comply with applicable local laws or requirements, including but not limited to holding and transfer restrictions.

If holding and transfer restrictions would prohibit you (and any beneficial owner(s) for whom you act) to hold the proceeds of a corporate event in your account in Euroclear Bank, you (and any beneficial owner(s) for whom you act) must ensure to send an instruction to allow the transfer of these proceeds to an account outside the euroclear system.

# VALE CANADA LIMITED

(incorporated in Canada)

A Wholly Owned Subsidiary of Vale S.A.

AND

# VALE OVERSEAS LIMITED

(incorporated in the Cayman Islands)

A Wholly Owned Subsidiary of Vale S.A.

## OFFER TO PURCHASE FOR CASH

**UP TO A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF US\$1.0 BILLION**

**OF OUTSTANDING NOTES OF THE SERIES LISTED BELOW**

**SUBJECT TO THE TENDER GROUP 1 CAP AND PRIORITIES SET FORTH HEREIN**

**THE OFFERS (AS DEFINED HEREIN) WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON OCTOBER 9, 2019 (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED IN THE OFFERORS' SOLE DISCRETION, THE "EXPIRATION DATE"). TO BE ELIGIBLE TO RECEIVE THE TOTAL CONSIDERATION (AS DEFINED HEREIN), HOLDERS (AS DEFINED HEREIN) MUST VALIDLY TENDER AND NOT VALIDLY WITHDRAW THEIR NOTES ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON SEPTEMBER 25, 2019 (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED IN THE OFFERORS' SOLE DISCRETION, THE "EARLY TENDER DATE"). HOLDERS VALIDLY TENDERING THEIR NOTES AFTER THE EARLY TENDER DATE AND ON OR PRIOR TO THE EXPIRATION DATE WILL ONLY BE ELIGIBLE TO RECEIVE THE TENDER CONSIDERATION (AS DEFINED HEREIN), WHICH EQUALS THE TOTAL CONSIDERATION LESS THE EARLY TENDER PAYMENT (AS DEFINED HEREIN). VALIDLY TENDERED NOTES MAY BE WITHDRAWN IN ACCORDANCE WITH THE TERMS OF THE OFFERS ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, SEPTEMBER 25, 2019 (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, IN OFFERORS' SOLE DISCRETION, THE "WITHDRAWAL DATE").**

Vale Canada Limited ("Vale Canada,") and Vale Overseas Limited ("Vale Overseas," and together with Vale Canada, the "Offerors," "us," "we" or "our"), each a wholly owned subsidiary of Vale S.A. ("Vale"), hereby offer to purchase for cash, from each registered holder, up to an aggregate principal amount, excluding any premium and accrued and unpaid interest, of US\$1,000,000,000 (such aggregate principal amount, subject to increase by the Offerors, the "Maximum Principal Amount") of the Notes respectively issued by them of the series set forth in the table below under the headings "Tender Group 1" and "Tender Group 2" (all such notes appearing under either such heading, the "Notes" and each a "series" of Notes). Notwithstanding the Maximum Principal Amount, no more than US\$700,000,000 in aggregate principal amount, excluding any premium and accrued and unpaid interest (such aggregate principal amount, subject to increase by the Offerors, the "Tender Group 1 Cap"), of the Tender Group 1 Notes tendered will be accepted for purchase in the Offers.

We will prorate the Notes accepted for purchase pursuant to the Offers pursuant to the Acceptance Priority Procedures described herein and will accept for purchase validly tendered Notes in the order set forth in the table on the front cover of this Offer to Purchase, beginning at the lowest numerical value first (the "Acceptance Priority Level"). For a description of the applicable proration procedures, see "The Offers—Maximum Principal Amount; Tender Group 1 Cap; Proration; Acceptance Priority Procedures." The Offers are made upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended from time to time, this "Offer to Purchase"). We reserve the right, in our sole discretion, to increase the Maximum Principal Amount and/or the Tender Group 1 Cap, but there can be no assurance that we will do so. The Offerors refer to the offers to purchase the Notes as the "Offers," and each individual offer as an "Offer." Each Offer is a separate offer, and each Offer may be individually amended, extended or terminated.

The "Total Consideration" (as defined herein) or "Tender Consideration" (as defined herein), as the case may be, for each \$1,000 principal amount of Notes validly tendered and accepted for purchase pursuant to the Offer will be determined in this Offer to Purchase by reference to the fixed spread specified below (the "Fixed Spread") over the yield (the "Reference Yield") based on the bid side price of the U.S. Treasury Security specified below (the "Reference U.S. Treasury Security"), as calculated by the Dealer Managers (as defined herein) at 2:00 p.m., New York City time, on September 26, 2019 (such time and date, as the same may be extended, the "Price Determination Date"). In addition to the Total Consideration or the Tender Consideration, as the case may be, Holders whose Notes are accepted for purchase pursuant to the Offers will be paid accrued and unpaid interest on the Notes ("Accrued Interest") from, and including the last interest payment date to, but not including, the applicable Settlement Date (as defined herein). For the avoidance of doubt, we will not pay Accrued Interest for any periods following the applicable Settlement Date in respect of any Notes accepted for purchase in the Offers.

Following the Early Tender Date and prior to the Expiration Date, the applicable Offeror may, but is not required to, elect to accept the Notes validly tendered at or prior to the Early Tender Date (the "Early Settlement Right"), provided that all conditions set forth in this Offer to Purchase have been satisfied or waived by the applicable Offeror (the date of such acceptance, the "Early Acceptance Date"). Notes accepted on an Early Acceptance Date will be settled promptly thereafter (the "Early Settlement Date"). The "Final Settlement Date" is the date that the Offerors settle all Notes accepted and not previously settled on the Early Settlement Date, if any, and we expect such date to be promptly following the Expiration Date. The Early Settlement Date and the Final Settlement Date are together referred to herein as the "Settlement Dates," and each a "Settlement Date."

*The Dealer Managers for the Offers are:*

**Bradesco BBI**

**Itaú BBA**

**J.P. Morgan**

**Santander**

**Scotiabank**



September 12, 2019

(Cover page continued)

### **Tender Group 1**

Tender Group 1 Cap: US\$700,000,000

<b>Issuer</b>	<b>Title of Security</b>	<b>CUSIP / ISIN Nos.</b>	<b>Principal Amount Outstanding</b>	<b>Acceptance Priority Level</b>	<b>Reference U.S. Treasury Security</b>	<b>Bloomberg Reference Page <sup>(1)</sup></b>	<b>Fixed Spread</b>	<b>Early Tender Payment <sup>(2)</sup></b>	<b>Hypothetical Total Consideration <sup>(2)(3)</sup></b>
Vale Overseas	6.875% Guaranteed Notes due 2039	CUSIP: 919111TAK9 ISIN: US919111TAK97	US\$ 1,594,805,000	1	2.875% due May 15, 2049	FIT1	+253 bps	US\$50.00	US\$1,275.09
Vale Canada	7.20% Debentures due 2032	CUSIP: 453258AP0 ISIN: US453258AP01	US\$ 400,000,000	2	1.625% due August 15, 2029	FIT1	+329 bps	US\$50.00	US\$1,205.07
Vale Overseas	6.875% Guaranteed Notes due 2036	CUSIP: 919111TAH6 ISIN: US919111TAH68	US\$ 1,809,315,000	3	2.875% due May 15, 2049	FIT1	+240 bps	US\$50.00	US\$1,267.27

### **Tender Group 2**

No tender group subcap applicable. Tender Group 2, together with Tender Group 1, are subject to the Maximum Principal Amount.

<b>Issuer</b>	<b>Title of Security</b>	<b>CUSIP / ISIN Nos.</b>	<b>Principal Amount Outstanding</b>	<b>Acceptance Priority Level</b>	<b>Reference U.S. Treasury Security</b>	<b>Bloomberg Reference Page <sup>(1)</sup></b>	<b>Fixed Spread</b>	<b>Early Tender Payment <sup>(2)</sup></b>	<b>Hypothetical Total Consideration <sup>(2)(3)</sup></b>
Vale Overseas	6.250% Guaranteed Notes due 2026	CUSIP: 919111TAP8 ISIN: US919111TAP84	US\$ 2,000,000,000	4	1.625% due August 15, 2029	FIT1	+191 bps	US\$50.00	US\$1,156.69
Vale Overseas	8.250% Guaranteed Notes due 2034	CUSIP: 919111TAE3 ISIN: US919111TAE38	US\$ 544,644,000	5	1.625% due August 15, 2029	FIT1	+299 bps	US\$50.00	US\$1,363.03
Vale Overseas	4.375% Guaranteed Notes due 2022	CUSIP: 919111TAM5 ISIN: US919111TAM53	US\$ 1,069,049,000	6	1.500% due August 15, 2022	FIT1	+99 bps	US\$50.00	US\$1,038.98

(1) The applicable page on Bloomberg from which the Dealer Managers (as defined herein) will quote the bid side price of the Reference U.S. Treasury Security.

(2) Per \$1,000 principal amount. The Total Consideration (as defined below) for Notes validly tendered prior to or at the Early Tender Date (as defined below) and accepted for purchase is calculated using the applicable Fixed Spread and is inclusive of the Early Tender Payment (as defined below).

(3) Hypothetical Total Consideration is calculated on the basis of pricing for the applicable U.S. Treasury Reference Security as of 2:00 p.m., New York City time, on September 11, 2019. Hypothetical Total Consideration calculation assumes an Early Settlement Date of September 30, 2019, and is exclusive of Accrued Interest (as defined below). The actual Total Consideration payable pursuant to the Offers will be calculated and determined as set forth in this Offer to Purchase. The Offerors make no representation with respect to the actual consideration that may be paid, and such amounts may be greater or less than those shown in the above table depending on the yield of the applicable Reference U.S. Treasury Security as of the applicable price determination time. The actual Total Consideration (as defined below) will be based on the fixed spread for the applicable series of Notes to the yield of the Reference U.S. Treasury Security for that series as of the applicable price determination time. All Holders (as defined below) of Notes accepted for purchase will also receive accrued and unpaid interest on Notes validly tendered and accepted for purchase from and including the applicable last interest payment date up to, but not including, the applicable settlement date.

*Holders should take note of the following dates in connection with the Offers:*

<b>Date</b>	<b>Calendar Date</b>	<b>Event</b>
Launch Date.....	September 12, 2019	Commencement of the Offers.
Early Tender Date.....	5:00 p.m., New York City time, on September 25, 2019, unless extended by the Offerors in their sole discretion.	The last day and time for Holders to tender Notes pursuant to the Offers in order to be eligible to receive the Total Consideration and Accrued Interest. Each Holder that validly tenders its Notes prior to the Early Tender Date and does not withdraw such Notes on or prior to the Withdrawal Date will be eligible to receive the Total Consideration and Accrued Interest.
Withdrawal Date.....	5:00 p.m., New York City time, on September 25, 2019, unless extended by the Offerors in their sole discretion.	The last day and time for Holders to validly withdraw Notes validly tendered pursuant to the Offers.
Price Determination Date.....	2:00 p.m., New York City time on September 26, 2019, unless extended or earlier terminated by the Offerors.	The date for determining the applicable Total Consideration and the applicable Tender Consideration with respect to each series of Notes.
Early Acceptance Date....	If the applicable Offeror elects to exercise the Early Settlement Right, a date following the Early Tender Date and prior to the Expiration Date, expected to be the first business day following the Early Tender Date (but may change without notice).	The date that the applicable Offeror accepts for purchase all applicable Notes validly tendered on or prior to the Early Tender Date pursuant to the applicable Offer, provided that all conditions of the applicable Offer have been satisfied or, where applicable, waived by such Offeror.
Early Settlement Date.....	<p>If the applicable Offeror elects to exercise the Early Settlement Right, promptly after the acceptance by the applicable Offeror for purchase of the Notes validly tendered before the Early Tender Date and not withdrawn on or prior to the Withdrawal Date, assuming that all conditions of the Offers have been satisfied, or where applicable, waived by the applicable Offeror.</p> <p>The Offerors expect the Early Settlement Date to be on September 30, 2019, the second Business Day following the Price Determination Date, unless the Early Tender Date is extended by the Offerors in their sole discretion.</p>	If the applicable Offeror elects to exercise the Early Settlement Right, the date on which payment of the Total Consideration and Accrued Interest will be made for all Notes validly tendered on or prior to the Early Tender Date and not validly withdrawn on or prior to the Withdrawal Date and accepted for purchase pursuant to the Offers.
Expiration Date.....	11:59 p.m., New York City time, October 9, 2019, unless extended by the Offerors in their sole discretion.	The last day and time for Holders to tender Notes pursuant to the Offers in order to be eligible to receive the Tender Consideration and any Accrued Interest.
Final Settlement Date .....	Promptly after the acceptance by the applicable Offeror for purchase of the	The date on which payment of the Tender Consideration and any Accrued Interest

Notes validly tendered on or prior to the Expiration Date (or after the Early Tender Date and on or prior to the Expiration Date, if the applicable Offeror elects to exercise the Early Settlement Right) and accepted for purchase pursuant to the Offers, assuming that all conditions of the Offers have been satisfied, or where applicable, waived by the applicable Offeror.

will be made for all Notes validly tendered on or prior to the Expiration Date (or after the Early Tender Date and on or prior to the Expiration Date, if the applicable Offeror elects to exercise the Early Settlement Right) and accepted for purchase pursuant to the Offers.

The Offerors expect the Final Settlement Date to be on October 11, 2019, the second Business Day following the Expiration Date, unless the Expiration Date is extended by the Offerors in their sole discretion.

The above dates and times relating to the Offers are subject to change. See “The Offers—Early Tender Date; Expiration Date; Extensions; Amendments; Termination.”

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

## IMPORTANT INFORMATION REGARDING THE OFFERS

This Offer to Purchase contains important information, and you should read it in its entirety before you make any decision with respect to the Offers.

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The applicable “Total Consideration” payable for each series of Notes validly tendered and not validly withdrawn on or prior to the Early Tender Date and accepted for purchase pursuant to the Offers will be a price per \$1,000 principal amount of such series of Notes, calculated in accordance with standard market practice, as described on Schedule A of this Offer to Purchase, that would reflect, as of the applicable Final Settlement Date (or Early Settlement Date, if applicable) a yield to the applicable maturity date for a series of Notes equal to the sum of:

- the applicable fixed spread set forth for such series of Notes in the table on the front cover of this Offer to Purchase (the “Fixed Spread”), *plus*
- the applicable yield-to-maturity (the “Reference Yield”), calculated in accordance with standard market practice, based on the bid-side price of the applicable U.S. Treasury Reference Security set forth for such series of Notes in the table on the front cover of this Offer to Purchase (as applicable to each series of Notes, the “Reference Security”), as quoted on the applicable page on the Bloomberg [Bond Trader FIT1] (with respect to each Reference Security, the “Reference Page”) at 2:00 p.m., New York City time, on the applicable date referred to as the “Price Determination Date.”

The sum of the Fixed Spread and the Reference Yield is referred to in this Offer to Purchase as the “Repurchase Yield.” Specifically, the Total Consideration offered per \$1,000 principal amount of each series of Notes validly tendered and accepted for purchase will equal:

- the present value per \$1,000 principal amount of all remaining payments of principal and interest to the maturity date on such series of Notes, discounted to the applicable Final Settlement Date (or Early Settlement Date, if applicable) in accordance with the formula set forth on Schedule A hereto, at a discount rate equal to the applicable Repurchase Yield, *minus*
- Accrued Interest from, and including, the last interest payment date to, but not including, the Final Settlement Date (or Early Settlement Date, if applicable) per \$1,000 principal amount of such series of Notes.

Subject to the terms and conditions described in this Offer to Purchase, including the Maximum Principal Amount, Tender Group 1 Cap, Acceptance Priority Levels and proration procedures, Holders of any series of Notes that validly tender their Notes pursuant to the Offers prior to or at the applicable Early Tender Date and that are accepted for purchase will receive the applicable Total Consideration for each \$1,000 principal amount of Notes validly tendered and not validly withdrawn on or prior to the Early Tender Date and accepted for purchase pursuant to the Offers. The Total Consideration, as calculated using the applicable Fixed Spread for each series of Notes set forth in the table on the front cover of this Offer to Purchase, is inclusive of the Early Tender Payment (as defined below), as described herein. Holders of any series of Notes that validly tender their Notes pursuant to the Offers after the applicable Early Tender Date, but prior to or at the applicable Expiration Date, and that are accepted for purchase, will receive only the applicable “Tender Consideration,” which consists of the applicable Total Consideration minus an amount in cash (the “Early Tender Payment”) equal to the applicable amount for each \$1,000 principal amount of Notes validly tendered and not validly withdrawn after the applicable Early Tender Date, but prior to or at the applicable Expiration Date and accepted for purchase pursuant to the Offers, as set forth in the table on the front cover of this Offer to Purchase under the heading “Early Tender Payment.” As used herein, the Total Consideration minus the Early Tender Payment is referred to as the “Tender Consideration.”

In addition to the Total Consideration or the Tender Consideration, as applicable, all Holders of Notes accepted for purchase will also receive Accrued Interest, from the applicable last interest payment date up to, but not including, the applicable Early Settlement Date or Final Settlement Date, as applicable, payable on such date. For the avoidance of doubt, we will not pay Accrued Interest for any periods following the applicable Settlement Date in respect of any Notes accepted for purchase in the Offers.

Because the consideration applicable to the Offers is based on a fixed spread pricing formula linked to the yield on the applicable Reference Security, the actual amount of consideration that may be received by a tendering Holder pursuant to the Offers will be affected by changes in such yield during the term of the Offers prior to the applicable Price Determination Date. After the applicable Price Determination Date, when the consideration applicable to the Offers is no longer linked to the yield on the applicable Reference Security, the actual amount of cash that may be received by a tendering Holder pursuant to the Offers will be known, and Holders will be able to ascertain the Total Consideration or Tender Consideration, as applicable, that would be received by all tendering Holders whose Notes are accepted for purchase pursuant to such Offers in the manner described above. Unless the Withdrawal Date is extended by the Offerors in their sole discretion, the Price Determination Date is scheduled to occur after the Withdrawal Date. Therefore, Holders who validly tendered their Notes pursuant to the Offers will not be able to validly withdraw their tendered Notes by the time the actual amount of cash that may be received by such tendering Holder will be known.

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Tendered Notes may be withdrawn at any time at or prior to the Withdrawal Date, but may not be validly withdrawn after such time. If an Offer is terminated or otherwise not completed, we will promptly return all Notes tendered pursuant to such Offer to the tendering Holders thereof.

The Notes validly tendered on or prior to the Expiration Date and accepted by the Offerors for purchase pursuant to the Offers, upon satisfaction (or waiver by the Offerors) of each and all of the conditions set forth in this Offer to Purchase, will be settled promptly thereafter.

If we determine, in our sole discretion, to extend the Offers beyond the Expiration Date, we will have a new Settlement Date with respect to Notes validly tendered on or prior to the Expiration Date. During any extension of the Offers, all Notes previously tendered and not accepted for purchase pursuant to the Offers will remain subject to the Offers and may, subject to the terms and conditions of the Offers, be accepted for purchase by us.

Our obligation to accept for purchase, and to pay the applicable Total Consideration or the Tender Consideration for, and any Accrued Interest on, the Notes validly tendered and not validly withdrawn pursuant to the Offers is subject to, and conditioned upon, the satisfaction or our waiver of the conditions set forth in this Offer to Purchase.

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If the purchase of all Notes validly tendered in the Offers would cause us to purchase an aggregate principal amount of Notes in excess of the Maximum Principal Amount or an aggregate principal amount of Tender Group 1 Notes in excess of the Tender Group 1 Cap, as the case may be, subject to the terms and conditions of the Offers, we will prorate the Notes accepted in the Offers as described below. **We refer to the procedures described in this paragraph as the “Acceptance Priority Procedures.”**

- 1) If the aggregate principal amount of all Tender Group 1 Notes validly tendered on or prior to the Early Tender Date does not exceed the Tender Group 1 Cap, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase all such tendered Tender Group 1 Notes.

If the aggregate principal amount of Tender Group 1 Notes validly tendered on or prior to the Early Tender Date exceeds the Tender Group 1 Cap, then (1) we will not accept for purchase any Tender Group 1 Notes tendered after the Early Tender Date, and (2) we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase on the Early Acceptance Date (or, if there is no Early Acceptance Date, the Expiration Date), in the order of the related Acceptance Priority Level set forth in the table on the front cover of this Offer to Purchase (proceeding in ascending order from the lowest numerical value), the maximum aggregate principal amount of Tender Group 1 Notes tendered on or prior to the Early Tender Date that we can accept without exceeding the Tender Group 1 Cap.

If the aggregate principal amount of all validly tendered Tender Group 1 Notes of a series at a given Acceptance Priority Level, when added to the aggregate principal amount of all Tender Group 1 Notes accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical

values), does not exceed the Tender Group 1 Cap, then we will accept for purchase all such tendered Notes of such series. If the aggregate principal amount of all validly tendered Tender Group 1 Notes of a series at a given Acceptance Priority Level, when added to the aggregate principal amount of all Tender Group 1 Notes accepted for purchase at a higher Acceptance Priority Level, exceeds the Tender Group 1 Cap, then we will accept for purchase a proportionate amount of tendered Tender Group 1 Notes of such series such that we do not exceed the Tender Group 1 Cap. Tendered Notes of Tender Group 1 with lower Acceptance Priority Levels (indicated by higher numerical values) than the Acceptance Priority Level that results in the purchase of the full Tender Group 1 Cap will not be accepted for purchase.

- 2) If the aggregate principal amount of all Notes (including Tender Group 1 Notes, subject to the Tender Group 1 Cap) validly tendered on or prior to the Early Tender Date does not exceed the Maximum Principal Amount, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase all such tendered Notes, subject, with respect to the Tender Group 1 Notes, to the Tender Group 1 Cap and procedures described in the paragraphs above.

If the aggregate principal amount of all Notes (including Tender Group 1 Notes, subject to the Tender Group 1 Cap) validly tendered in the Offers on or prior to the Early Tender Date exceeds the Maximum Principal Amount, then the Offers will be oversubscribed on the Early Tender Date, and (1) we will not accept for purchase any Notes tendered after the Early Tender Date, and (2) we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase on the Early Acceptance Date (or, if there is no Early Acceptance Date, the Expiration Date) the maximum aggregate principal amount of Notes tendered on or prior to the Early Tender Date that we can accept without exceeding the Maximum Principal Amount, in the order of the related Acceptance Priority Level set forth in the table on the front cover of this Offer to Purchase (proceeding in ascending order from the lowest numerical value) with respect to the tendered Notes of Tender Group 2 and, with respect to the tendered Notes of Tender Group 1, subject to the procedures described in the paragraphs above.

If the aggregate principal amount of all validly tendered Tender Group 2 Notes at a given Acceptance Priority Level, when added to the aggregate principal amount of all Notes accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), including Tender Group 1 Notes, subject to the Tender Group 1 Cap, does not exceed the Maximum Principal Amount, then we will accept for purchase all such tendered Notes of such series. If the aggregate principal amount of all validly tendered Notes of a series of Tender Group 2 Notes at a given Acceptance Priority Level, when added to the aggregate principal amount of all Notes accepted for purchase at a higher Acceptance Priority Level, including Tender Group 1 Notes, subject to the Tender Group 1 Cap, exceeds the Maximum Principal Amount, then we will accept for purchase a proportionate amount of tendered Notes of such series such that we do not exceed the Maximum Principal Amount. Tendered Tender Group 2 Notes with lower Acceptance Priority Levels (indicated by higher numerical values) than the Acceptance Priority Level that results in the purchase of the full Maximum Principal Amount will not be accepted for purchase.

- 3) If the Offers are not oversubscribed as of the Early Tender Date, and the aggregate principal amount of all Notes (including Tender Group 1 Notes, subject to the Tender Group 1 Cap) validly tendered in the Offers on or prior to the Expiration Date exceeds the Maximum Principal Amount, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) (1) accept for purchase all Notes tendered on or before the Early Tender Date, subject to the Tender Group 1 Cap and the procedures described in the paragraphs above with respect to the tendered Tender Group 1 Notes, if applicable, and (2) accept for purchase the maximum aggregate principal amount of Notes tendered after the Early Tender Date and on or prior to the Expiration Date that we can accept without exceeding the Tender Group 1 Cap, if the Tender Group 1 Cap was not reached on the Early Tender Date, or the Maximum Principal Amount.

If the aggregate principal amount of all Tender Group 1 Notes of a series at a given Acceptance Priority Level validly tendered after the Early Tender Date and on or prior to the Expiration Date, when added to (i) the aggregate principal amount of all Tender Group 1 Notes validly tendered on or prior to the Early Tender Date and accepted for purchase and (ii) the aggregate principal amount of

all Tender Group 1 Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), does not exceed the Tender Group 1 Cap and the Maximum Principal Amount, *then* we will accept for purchase all such tendered Notes of such series. If the aggregate principal amount of all tendered Tender Group 1 Notes of a series at a given Acceptance Priority Level validly tendered after the Early Tender Date and on or prior to the Expiration Date, when added to (i) the aggregate principal amount of all Tender Group 1 Notes accepted for purchase on the Early Acceptance Date (or, if there is no Early Acceptance Date, the Expiration Date) and (ii) the aggregate principal amount of all Tender Group 1 Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), exceeds the Tender Group 1 Cap and the Maximum Principal Amount, *then* we will accept for purchase a proportionate amount of tendered Tender Group 1 Notes of such series such that we do not exceed the Tender Group 1 Cap and the Maximum Principal Amount. Tendered Tender Group 1 Notes tendered after the Early Tender Date and on or prior to the Expiration Date with lower Acceptance Priority Levels (indicated by higher numerical values) than the Acceptance Priority Level that results in the purchase of the full Tender Group 1 Cap or the Maximum Principal Amount, as the case may be, will not be accepted for purchase.

If the aggregate principal amount of all Tender Group 2 Notes of a series at a given Acceptance Priority Level validly tendered after the Early Tender Date and on or prior to the Expiration Date, when added to (i) the aggregate principal amount of all Notes validly tendered on or prior to the Early Tender Date and accepted for purchase and (ii) the aggregate principal amount of all Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), does not exceed the Maximum Principal Amount, *then* we will accept for purchase all such tendered Notes of such series. If the aggregate principal amount of all tendered Notes of Tender Group 2 Notes of a series at a given Acceptance Priority Level validly tendered after the Early Tender Date and on or prior to the Expiration Date, when added to (i) the aggregate principal amount of all Notes validly tendered on or prior to the Early Tender Date and accepted for purchase and (ii) the aggregate principal amount of all Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), exceeds the Maximum Principal Amount, *then* we will accept for purchase a proportionate amount of tendered Notes of such series such that we do not exceed the Maximum Principal Amount. Tendered Notes of Tender Group 2 validly tendered after the Early Tender Date and on or prior to the Expiration Date with lower Acceptance Priority Levels (indicated by higher numerical values) than the Acceptance Priority Level that results in the purchase of the full Maximum Principal Amount will not be accepted for purchase.

- 4) For the avoidance of doubt: (i) if the Offers are not oversubscribed as of the Early Tender Date, Notes tendered on or before the Early Tender Date will be accepted for purchase in priority to Notes tendered after the Early Tender Date, even if such Notes tendered after the Early Tender Date have a higher Acceptance Priority Level; and (ii) in no event will we accept for purchase (A) Tender Group 1 Notes in excess of the Tender Group 1 Cap or (B) an aggregate principal amount of Notes in excess of the Maximum Principal Amount.

The Offerors expressly reserve their right, in their sole discretion, to increase the Maximum Principal Amount and/or the Tender Group 1 Cap without extending the Withdrawal Date, the Early Tender Date, the Expiration Date or any Settlement Date or otherwise reinstating withdrawal rights, subject to applicable law. **All Notes not accepted as a result of proration will be rejected from the Offers and promptly returned to the tendering Holder.**

To ensure the return of Notes in minimum principal amounts of US\$2,000 and integral multiples of US\$1,000 in excess thereof, if necessary, we will make appropriate adjustments downward to the nearest US\$1,000 principal amount, or if applicable, the minimum denomination of US\$2,000, with respect to each Holder validly tendering Notes. Any tender of Notes, the proration of which would otherwise result in a return of Notes to a tendering Holder in a principal amount below the minimum denomination of US\$2,000, may be rejected in full or accepted in full in our sole discretion. Holders who tender less than all their Notes must continue to hold Notes in minimum principal amounts of US\$2,000 and integral multiples of US\$1,000 above US\$2,000 (such minimum denominations, “Authorized Denominations”).



From time to time after the Expiration Date or termination of any Offer, we may acquire any Notes that are not purchased pursuant to the Offers through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemptions or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to the Offers and could be for cash or other consideration. We may also exercise our right to redeem any Notes not purchased in the Offers and that remain outstanding after the Expiration Date pursuant to the applicable indenture.

There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will choose to pursue in the future. Any future purchases of Notes may be on the same terms or on terms that are more or less favorable to Holders than the terms of the Offers. Any future purchases by us will depend on various factors existing at that time. Although we may redeem the Notes that are not tendered and accepted for purchase pursuant to the Offers, we are not required to do so, and there can be no assurance we will do so. No statement in this Offer to Purchase shall constitute a notice of redemption under the Indentures. Any such notice, if made, will only be made in accordance with the provisions of the Indentures, as applicable.

We expressly reserve the right, subject to applicable law, to (1) terminate any Offer prior to the Expiration Date and not accept for purchase any Notes not theretofore accepted for purchase pursuant to the Offers for any reason, (2) waive any and all of the conditions of the Offers, (3) extend the Early Tender Date, the Withdrawal Date, the Expiration Date or any Settlement Date and (4) otherwise amend the terms of the Offers in any respect. The foregoing rights are in addition to the right to delay acceptance for payment of Notes validly tendered pursuant to the Offers or the purchase of Notes accepted for purchase pursuant to the Offers in order to comply with any applicable law, subject to Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which requires that we pay the consideration offered or return the Notes deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of the Offers, as applicable.

All of the Notes are held in book-entry form through the facilities of DTC. Unless the context otherwise requires, all references herein to Holders include each person who is shown on the records of DTC as a holder of Notes (each, a “Holder”). In the event of a termination of, or withdrawal of Notes from, any Offer, the applicable Notes will be credited to the tendering Holder through DTC. Because only registered holders of Notes may tender Notes, beneficial owners of Notes must instruct the broker, dealer, commercial bank, trust company or other nominee that holds Notes on their behalf to tender Notes on such beneficial owners’ behalf. DTC has authorized DTC participants that hold Notes on behalf of beneficial owners of Notes through DTC to tender their Notes as if they were Holders.

See “The Offers—Certain Significant Consequences to Holders” and “Certain Tax Consequences” for a discussion of certain factors that should be considered in evaluating the Offers.

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No dealer, salesperson or other person is authorized to give any information or to make any representations with respect to the matters described in this Offer to Purchase other than information or representations contained in this Offer to Purchase and, if given or made, such information or representation must not be relied upon as having been authorized by us, the Dealer Managers, the Tender and Information Agent (as defined herein) or The Bank of New York Mellon, as trustee under the indentures governing each series of Notes (the “Trustee”).

**NONE OF THE OFFERORS, THE DEALER MANAGERS, THE TRUSTEE OR THE TENDER AND INFORMATION AGENT IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER NOTES IN RESPONSE TO THE OFFERS. EACH HOLDER MUST MAKE HIS, HER OR ITS OWN DECISION AS TO WHETHER TO TENDER NOTES AND, IF SO, AS TO THE PRINCIPAL AMOUNT OF NOTES TO TENDER.**

**THIS OFFER TO PURCHASE AND THE RELATED DOCUMENTS DO NOT CONSTITUTE AN OFFER TO BUY OR THE SOLICITATION OF AN OFFER TO SELL NOTES IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. IN THOSE JURISDICTIONS WHERE THE SECURITIES, BLUE SKY OR OTHER LAWS REQUIRE THE OFFERS TO BE MADE BY A LICENSED BROKER OR DEALER, THE OFFERS SHALL BE DEEMED TO BE MADE ON BEHALF OF US BY THE DEALER MANAGERS OR ONE OR MORE REGISTERED BROKERS OR DEALERS LICENSED UNDER THE LAWS OF SUCH JURISDICTION. NEITHER THE DELIVERY OF THIS OFFER TO PURCHASE NOR ANY PURCHASE OF NOTES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY**

**INFERENCE THAT THERE HAS BEEN NO CHANGE IN OUR AFFAIRS SINCE THE DATE HEREOF, OR THAT THE INFORMATION INCLUDED OR INCORPORATED BY REFERENCE HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THEREOF, RESPECTIVELY.**

**THIS OFFER TO PURCHASE HAS NOT BEEN FILED WITH OR REVIEWED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAS ANY SUCH COMMISSION OR AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFER TO PURCHASE OR ANY OF THE ACCOMPANYING ANCILLARY DOCUMENTS DELIVERED HERewith. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE.**

**NONE OF THE DEALER MANAGERS, THE TENDER AND INFORMATION AGENT NOR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES OR AFFILIATES ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONCERNING THE OFFERS, THE OFFERORS OR ANY OF THEIR AFFILIATES CONTAINED IN THIS OFFER TO PURCHASE OR FOR ANY FAILURE BY THE OFFERORS TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.**

Each Holder is solely responsible for making its own independent appraisal of all matters as such Holder deems appropriate (including those relating to the Offers and the Offerors) and each Holder must make its own decision as to whether accept the Offers or not. None of the Offerors, the Trustee, the Tender and Information Agent, the Dealer Managers or any of their respective affiliates, directors, officers, agents, attorneys or employees makes any recommendation as to whether Holders should tender, or refrain from tendering all or any portion of the principal amount of their Notes, and none of them has been authorized or has authorized any person to make any such recommendation. Holders must make their own decisions with regard to tendering Notes.

Holders should consult their own tax, accounting, financial and legal advisors regarding the suitability to themselves of the tax or accounting consequences of participating in the Offers. None of the Offerors, the Trustee, the Tender and Information Agent, the Dealer Managers or any of their respective affiliates, directors, officers, agents, attorneys or employees has made or will make any assessment of the merits of the Offers or of the impact of the Offers on the interests of Holders either as a class or as individuals. Holders are liable for their own taxes and have no recourse to the Offerors, the Trustee, the Tender and Information Agent, the Dealer Managers or any of their respective affiliates, directors, officers, agents, attorneys or employees with respect to taxes arising in connection with the Offers.

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Questions about the Offers may be directed to Banco Bradesco BBI S.A., Itau BBA USA Securities, Inc., J.P. Morgan Securities LLC, Santander Investment Securities Inc. and Scotia Capital (USA) Inc., which are serving as the dealer managers in connection with the Offers (the “Dealer Managers”), at their addresses and telephone numbers set forth on the back cover of this Offer to Purchase.

Questions regarding the procedures for tendering Notes and requests for additional copies of this Offer to Purchase any of the accompanying ancillary documents or any document incorporated herein by reference may be directed to D.F. King & Co., Inc. (“D.F. King”), the tender and information agent with respect to the Offers (together, in such capacities, the “Tender and Information Agent”), at its address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase may be directed to your broker, dealer, commercial bank or trust company.

We will make announcements with respect to the Offers by providing a press release to be distributed through DTC for communication to persons who are shown in the records of DTC as Holder of the Notes. All documents related to the Offers will be available at [www.dfking.com/vale](http://www.dfking.com/vale), operated by the Tender and Information Agent for the purpose of the Offers. Announcements with respect to the Offers may also be obtained upon request from the Information Agent, the contact details for which are on the last page of this Offer to Purchase. Significant delays may be experienced where notices are delivered to DTC and beneficial owners of Notes are urged to contact the Information Agent for the relevant announcements during the course of the Offers. In addition, beneficial owners may contact the Dealer Managers for information using the contact details on the last page of this Offer to Purchase.

Notwithstanding any other provision of the Offer to Purchase, our obligation to accept for purchase, and to pay the applicable Total Consideration or Tender Consideration, as set forth in the table on the front cover of this Offer to Purchase, for, and any Accrued Interest on, the Notes validly tendered and not validly withdrawn pursuant to the Offers is subject to, and conditioned upon, the satisfaction or our waiver of the conditions set forth in this Offer to Purchase. We reserve the right, in our sole discretion, to waive any one or more of the conditions at any time. See “The Offers—Conditions of the Offers.”

Because only registered holders of Notes may tender Notes, beneficial owners of Notes must instruct the broker, dealer, commercial bank, trust company or other nominee that holds Notes on their behalf to tender Notes on such beneficial owners’ behalf. Beneficial owners of Notes are advised to check with any bank, securities broker or other intermediary through which they hold Notes when such intermediary would need to receive instructions from a beneficial owner of Notes in order for that beneficial owner to be able to participate in, or withdraw their instruction to participate in, the Offers by the deadlines specified in this Offer to Purchase. The deadlines set by any such intermediary and DTC for the submission and withdrawal of tender instructions will likely be earlier than the relevant deadlines specified in this Offer to Purchase.

Tendering Holders of Notes purchased in the Offers will not be required to pay brokerage fees or commissions to the Dealer Managers, the Tender and Information Agent, or the Trustee or to pay transfer taxes with respect to the purchase of their Notes. However, beneficial owners of Notes that are held through a broker, dealer, commercial bank or other nominee may be charged a fee by such nominee for tendering Notes on such beneficial owners’ behalf. We will pay all other charges and expenses in connection with the Offers.

## TABLE OF CONTENTS

Summary.....	1
Information about the Offerors.....	8
Cautionary Note Regarding Forward-Looking Statements .....	10
The Offers.....	11
Certain Tax Consequences .....	26
The Dealer Managers; the Tender and Information Agent .....	31
Fees and Expenses .....	32
Miscellaneous .....	33

## SUMMARY

*We are providing this summary for your convenience. It highlights certain material information in this Offer to Purchase, but does not describe all of the details of the Offers to the same extent described in this Offer to Purchase. The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Offer to Purchase and the accompanying ancillary documents. You are urged to read this Offer to Purchase and the accompanying ancillary documents in their entirety because they contain the full details of the Offers.*

The Offerors .....	Vale Canada and Vale Overseas, each with respect to the series of Notes issued by it.
The Notes .....	<p>Tender Group 1 consists of:</p> <ul style="list-style-type: none"> <li>• Vale Overseas' 6.875% Guaranteed Notes due 2039 (CUSIP: 91911TAK9 / ISIN: US91911TAK97);</li> <li>• Vale Canada's 7.20% Debentures due 2032 (CUSIP: 453258AP0 / ISIN: US453258AP01)</li> <li>• Vale Overseas' 6.875% Guaranteed Notes due 2036 (CUSIP: 91911TAH6 / ISIN: US91911TAH68)</li> </ul> <p>Tender Group 2 consists of:</p> <ul style="list-style-type: none"> <li>• Vale Overseas' 6.250% Guaranteed Notes due 2026 (CUSIP: 91911TAP8 / ISIN: US91911TAP84)</li> <li>• Vale Overseas' 8.250% Guaranteed Notes due 2034 (CUSIP: 91911TAE3 / ISIN: US91911TAE38)</li> <li>• Vale Overseas' 4.375% Guaranteed Notes due 2022 (CUSIP: 91911TAM5 / ISIN: US91911TAM53)</li> </ul>
The Offers.....	<p>The Offerors are offering to purchase for cash their outstanding Notes up to the Maximum Principal Amount, upon the terms and subject to the conditions set forth, and for the consideration described, in this Offer to Purchase. Notwithstanding the Maximum Principal Amount, no more than the Tender Group 1 Cap of the Tender Group 1 Notes tendered will be accepted for purchase in the Offers.</p> <p>The Offerors expressly reserve their right, in their sole discretion, to increase the Maximum Principal Amount and/or the Tender Group 1 Cap without extending the Withdrawal Date, the Early Tender Date, the Expiration Date or any Settlement Date or otherwise reinstating withdrawal rights, subject to applicable law.</p>
Maximum Principal Amount.....	The aggregate principal amount of all the Notes tendered and accepted for purchase pursuant to the Offers will not exceed US\$1,000,000,000.
Tender Group 1 Cap .....	The aggregate principal amount of all the Tender Group 1 Notes tendered and accepted for purchase pursuant to the Offers will not exceed US\$700,000,000.
Acceptance Proration.....	If the purchase of all Notes validly tendered in the Offers would cause us to purchase an aggregate principal amount of Notes in excess of the Maximum Principal Amount or an aggregate principal amount of Tender Group 1 Notes in excess of the Tender Group 1 Cap, as the case may be, subject to

the terms and conditions of the Offers, we will prorate the Notes accepted in the Offers as described below. **We refer to the procedures described in this paragraph as the “Acceptance Priority Procedures.”**

- 1) If the aggregate principal amount of all Tender Group 1 Notes validly tendered on or prior to the Early Tender Date does not exceed the Tender Group 1 Cap, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase all such tendered Tender Group 1 Notes.

If the aggregate principal amount of Tender Group 1 Notes validly tendered on or prior to the Early Tender Date exceeds the Tender Group 1 Cap, then (1) we will not accept for purchase any Tender Group 1 Notes tendered after the Early Tender Date, and (2) we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase on the Early Acceptance Date (or, if there is no Early Acceptance Date, the Expiration Date), in the order of the related Acceptance Priority Level set forth in the table on the front cover of this Offer to Purchase (proceeding in ascending order from the lowest numerical value), the maximum aggregate principal amount of Tender Group 1 Notes tendered on or prior to the Early Tender Date that we can accept without exceeding the Tender Group 1 Cap.

If the aggregate principal amount of all validly tendered Tender Group 1 Notes of a series at a given Acceptance Priority Level, when added to the aggregate principal amount of all Tender Group 1 Notes accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), does not exceed the Tender Group 1 Cap, then we will accept for purchase all such tendered Notes of such series. If the aggregate principal amount of all validly tendered Tender Group 1 Notes of a series at a given Acceptance Priority Level, when added to the aggregate principal amount of all Tender Group 1 Notes accepted for purchase at a higher Acceptance Priority Level, exceeds the Tender Group 1 Cap, then we will accept for purchase a proportionate amount of tendered Tender Group 1 Notes of such series such that we do not exceed the Tender Group 1 Cap. Tendered Notes of Tender Group 1 with lower Acceptance Priority Levels (indicated by higher numerical values) than the Acceptance Priority Level that results in the purchase of the full Tender Group 1 Cap will not be accepted for purchase.

- 2) If the aggregate principal amount of all Notes (including Tender Group 1 Notes, subject to the Tender Group 1 Cap) validly tendered on or prior to the Early Tender Date does not exceed the Maximum Principal Amount, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase all such tendered Notes, subject, with respect to the Tender Group 1 Notes, to the Tender Group 1 Cap and procedures described in the paragraphs above.

If the aggregate principal amount of all Notes (including Tender Group 1 Notes, subject to the Tender Group 1 Cap) validly tendered in the Offers on or prior to the Early Tender Date exceeds the Maximum Principal Amount, then the Offers will be oversubscribed on the Early Tender Date, and (1) we will not accept for purchase any Notes

tendered after the Early Tender Date, and (2) we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase on the Early Acceptance Date (or, if there is no Early Acceptance Date, the Expiration Date) the maximum aggregate principal amount of Notes tendered on or prior to the Early Tender Date that we can accept without exceeding the Maximum Principal Amount, in the order of the related Acceptance Priority Level set forth in the table on the front cover of this Offer to Purchase (proceeding in ascending order from the lowest numerical value) with respect to the tendered Notes of Tender Group 2 and, with respect to the tendered Notes of Tender Group 1, subject to the procedures described in the paragraphs above.

If the aggregate principal amount of all validly tendered Tender Group 2 Notes at a given Acceptance Priority Level, when added to the aggregate principal amount of all Notes accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), including Tender Group 1 Notes, subject to the Tender Group 1 Cap, does not exceed the Maximum Principal Amount, then we will accept for purchase all such tendered Notes of such series. If the aggregate principal amount of all validly tendered Notes of a series of Tender Group 2 Notes at a given Acceptance Priority Level, when added to the aggregate principal amount of all Notes accepted for purchase at a higher Acceptance Priority Level, including Tender Group 1 Notes, subject to the Tender Group 1 Cap, exceeds the Maximum Principal Amount, then we will accept for purchase a proportionate amount of tendered Notes of such series such that we do not exceed the Maximum Principal Amount. Tendered Tender Group 2 Notes with lower Acceptance Priority Levels (indicated by higher numerical values) than the Acceptance Priority Level that results in the purchase of the full Maximum Principal Amount will not be accepted for purchase.

- 3) If the Offers are not oversubscribed as of the Early Tender Date, and the aggregate principal amount of all Notes (including Tender Group 1 Notes, subject to the Tender Group 1 Cap) validly tendered in the Offers on or prior to the Expiration Date exceeds the Maximum Principal Amount, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) (1) accept for purchase all Notes tendered on or before the Early Tender Date, subject to the Tender Group 1 Cap and the procedures described in the paragraphs above with respect to the tendered Tender Group 1 Notes, if applicable, and (2) accept for purchase the maximum aggregate principal amount of Notes tendered after the Early Tender Date and on or prior to the Expiration Date that we can accept without exceeding the Tender Group 1 Cap, if the Tender Group 1 Cap was not reached on the Early Tender Date, or the Maximum Principal Amount.

If the aggregate principal amount of all Tender Group 1 Notes of a series at a given Acceptance Priority Level validly tendered after the Early Tender Date and on or prior to the Expiration Date, when added to (i) the aggregate principal amount of all Tender Group 1 Notes validly tendered on or prior to the Early Tender Date and accepted for purchase and (ii) the aggregate principal amount of all Tender Group 1 Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date accepted for purchase at higher Acceptance

Priority Levels (indicated by lower numerical values), does not exceed the Tender Group 1 Cap and the Maximum Principal Amount, *then* we will accept for purchase all such tendered Notes of such series. If the aggregate principal amount of all tendered Tender Group 1 Notes of a series at a given Acceptance Priority Level validly tendered after the Early Tender Date and on or prior to the Expiration Date, when added to (i) the aggregate principal amount of all Tender Group 1 Notes accepted for purchase on the Early Acceptance Date (or, if there is no Early Acceptance Date, the Expiration Date) and (ii) the aggregate principal amount of all Tender Group 1 Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), exceeds the Tender Group 1 Cap and the Maximum Principal Amount, *then* we will accept for purchase a proportionate amount of tendered Tender Group 1 Notes of such series such that we do not exceed the Tender Group 1 Cap and the Maximum Principal Amount. Tendered Tender Group 1 Notes tendered after the Early Tender Date and on or prior to the Expiration Date with lower Acceptance Priority Levels (indicated by higher numerical values) than the Acceptance Priority Level that results in the purchase of the full Tender Group 1 Cap or the Maximum Principal Amount, as the case may be, will not be accepted for purchase.

If the aggregate principal amount of all Tender Group 2 Notes of a series at a given Acceptance Priority Level validly tendered after the Early Tender Date and on or prior to the Expiration Date, when added to (i) the aggregate principal amount of all Notes validly tendered on or prior to the Early Tender Date and accepted for purchase and (ii) the aggregate principal amount of all Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), does not exceed the Maximum Principal Amount, *then* we will accept for purchase all such tendered Notes of such series. If the aggregate principal amount of all tendered Notes of Tender Group 2 Notes of a series at a given Acceptance Priority Level validly tendered after the Early Tender Date and on or prior to the Expiration Date, when added to (i) the aggregate principal amount of all Notes validly tendered on or prior to the Early Tender Date and accepted for purchase and (ii) the aggregate principal amount of all Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), exceeds the Maximum Principal Amount, *then* we will accept for purchase a proportionate amount of tendered Notes of such series such that we do not exceed the Maximum Principal Amount. Tendered Notes of Tender Group 2 validly tendered after the Early Tender Date and on or prior to the Expiration Date with lower Acceptance Priority Levels (indicated by higher numerical values) than the Acceptance Priority Level that results in the purchase of the full Maximum Principal Amount will not be accepted for purchase.

- 4) For the avoidance of doubt: (i) if the Offers are not oversubscribed as of the Early Tender Date, Notes tendered on or before the Early Tender Date will be accepted for purchase in priority to Notes tendered after the Early Tender Date, even if such Notes tendered after



the Early Tender Date have a higher Acceptance Priority Level; and  
(ii) in no event will we accept for purchase (A) Tender Group 1 Notes in excess of the Tender Group 1 Cap or (B) an aggregate principal amount of Notes in excess of the Maximum Principal Amount.

The Offerors expressly reserve their right, in their sole discretion, to increase the Maximum Principal Amount and/or the Tender Group 1 Cap without extending the Withdrawal Date, the Early Tender Date, the Expiration Date or any Settlement Date or otherwise reinstating withdrawal rights, subject to applicable law. **All Notes not accepted as a result of proration will be rejected from the Offers and promptly returned to the tendering Holder.**

Launch Date .....	September 12, 2019.
Early Tender Date .....	5:00 p.m., New York City time, on September 25, 2019, unless extended by the Offerors in their sole discretion.
Withdrawal Date.....	5:00 p.m., New York City time, on September 25, 2019, unless extended by the Offerors in their sole discretion. A valid withdrawal of Notes on or prior to the Withdrawal Date will result in the Holder not being eligible to receive the Total Consideration, the Tender Consideration or any Accrued Interest.
Price Determination Date .....	The Price Determination Date will occur at 2:00 p.m., New York City time, on September 26, 2019, unless extended or earlier terminated.
Early Acceptance Date .....	The date on which the applicable Offeror accepts for purchase the applicable Notes validly tendered at or prior to the Early Tender Date and not validly withdrawn on or prior to the Withdrawal Date, subject to the Acceptance Priority Procedures, assuming that the applicable Offeror exercises the Early Settlement Right and all conditions of the Offers have been satisfied, or where applicable, waived by the applicable Offeror.
Early Settlement Date.....	If the applicable Offeror elects to exercise the Early Settlement Right, promptly after the Early Acceptance Date. The Offerors expect the Early Settlement Date to be on September 30, 2019, the second Business Day following the Price Determination Date, unless the Early Tender Date is extended by the Offerors in their sole discretion.
Expiration Date.....	11:59 p.m., New York City time, on October 9, 2019, unless extended by the Offerors in their sole discretion.
Final Settlement Date .....	Promptly after the acceptance by the applicable Offeror for purchase of the Notes validly tendered on or prior to the Expiration Date (or after the Early Tender Date and on or prior to the Expiration Date, if the applicable Offeror elects to exercise the Early Settlement Right) and accepted for purchase pursuant to the Offers, assuming that all conditions of the Offers have been satisfied, or where applicable, waived by the applicable Offeror. The Offerors expect the Final Settlement Date to be on October 11, 2019, the second Business Day following the Expiration Date, unless the Expiration Date is extended by the Offerors in their sole discretion.
Business Day .....	Any day, other than Saturday, Sunday or a federal holiday in the United States, and shall consist of the time period from 12:00 a.m. through 11:59 p.m. Eastern time.

Total Consideration and Early  
Tender Payment.....

The applicable Total Consideration for each \$1,000 principal amount of each series of Notes tendered and accepted for purchase pursuant to the Tender Offers will be determined in the manner described in this Offer to Purchase by reference to the applicable Fixed Spread for such Notes specified on the front cover of this Offer to Purchase plus the yield to maturity of the applicable Reference Security based on the bid-side price of the applicable Reference Security specified on the front cover of this Offer to Purchase as quoted on the applicable Reference Page at 2:00 p.m., New York City time, on the applicable Price Determination Date. The formula for determining the Total Consideration is set forth on Schedule A.

Subject to the terms and conditions described in this Offer to Purchase, including the Maximum Principal Amount, Acceptance Priority Levels and proration procedures if applicable, if a Holder validly tenders its Notes pursuant to the Offers prior to or at the Early Tender Date and such Holder's Notes are accepted for purchase, such Holder will receive the applicable Total Consideration for each \$1,000 principal amount of its tendered Notes, plus Accrued Interest thereon. The Total Consideration for the Notes, as calculated using the applicable Fixed Spread, is inclusive of the Early Tender Payment.

Subject to the terms and conditions described in this Offer to Purchase, including the Maximum Principal Amount, Acceptance Priority Levels and proration procedures if applicable, if a Holder validly tenders its Notes pursuant to the Offers after the Early Tender Date, but prior to or at the Expiration Date, and such Holder's Notes are accepted for purchase, such Holder will receive only the applicable Tender Consideration, which consists of the Total Consideration *minus* the Early Tender Payment, for each \$1,000 principal amount of its tendered Notes, plus the Accrued Interest thereon.

Tender Consideration .....

Holders who validly tender their Notes after the Early Tender Date and on or prior to the Expiration Date will be eligible to receive the Tender Consideration, as set forth in the table on the front cover of this Offer to Purchase, which is equal the Total Consideration minus the Early Tender Payment.

Accrued Interest .....

Holders whose Notes are accepted for purchase shall receive accrued and unpaid interest from, and including, the last interest payment date to, but not including, the applicable Settlement Date, payable on the applicable Settlement Date.

Conditions to the Offers .....

Consummation of the Offers is conditioned upon satisfaction of the conditions set forth in this Offer to Purchase. The Offerors reserve the right to waive any and all conditions to the Offers on or prior to the Early Tender Date or the Expiration Date. See "The Offers—Conditions of the Offers."

Withdrawal Rights.....

Notes validly tendered by Holders on or prior to the Withdrawal Date may be validly withdrawn at any time up until the Withdrawal Date, but not after such date.

A valid withdrawal of Notes will result in the Holder not being eligible to receive the Total Consideration, the Tender Consideration or any Accrued Interest. Notes tendered after the Withdrawal Date may not be validly withdrawn or revoked, except as required by applicable law. A valid withdrawal of tendered Notes on or prior to the Withdrawal Date will be deemed a valid revocation of the tender of the applicable Notes. If an Offer

is terminated, the Notes tendered pursuant to such Offer will be promptly returned to the tendering Holders or credited to the Holder's account without further compensation of any sort.

Procedures for Tendering Notes ..... For a Holder to validly tender Notes pursuant to the Offers, an Agent's Message (as defined herein) and any other required documents must be received by the Tender and Information Agent at its address set forth on the back cover page of this Offer to Purchase at or prior to the Expiration Date. See "The Offers—Procedures for Tendering Notes."

**There is no separate letter of transmittal in connection with this Offer to Purchase.**

Any Holder desiring to tender Notes pursuant to the Offers should contact its Custodian if such beneficial owner desires to tender Notes. Only registered Holders of Notes are entitled to tender Notes. Any holder of Notes who holds Notes through Clearstream Banking, *société anonyme*, Luxembourg ("Clearstream, Luxembourg") or Euroclear Bank S.A./N.V. ("Euroclear") must also comply with the applicable procedures of Clearstream, Luxembourg or Euroclear, as applicable, in connection with a tender of Notes. Both Clearstream, Luxembourg and Euroclear are indirect participants in the DTC system. See "The Offers—Procedures for Tendering Notes."

Certain Tax Consequences ..... For a discussion of certain tax considerations of the Offers applicable to Holders, see "Certain Tax Consequences."

Dealer Managers..... Banco Bradesco BBI S.A., Itau BBA USA Securities, Inc., J.P. Morgan Securities LLC, Santander Investment Securities Inc. and Scotia Capital (USA) Inc.

Tender and Information Agent ..... D.F. King

Additional Documentation; Further Information; Assistance..... Any questions or requests for assistance concerning the Offers may be directed to the Dealer Managers at the respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Additionally, requests for additional copies of this Offer to Purchase may be directed to the Tender and Information Agent at the address and telephone number set forth on the back cover of this Offer to Purchase. Requests for copies of the Indentures may be directed to the Trustee. Beneficial owners may also contact their custodians for assistance concerning the Offers.

## INFORMATION ABOUT THE OFFERORS

### Overview

#### *Vale Canada*

Vale Canada is a corporation organized under the laws of Canada, and wholly owned by Vale after Vale's acquisition of Vale Canada's predecessor, Inco Limited, in 2006. Vale Canada operates production systems in Canada, Indonesia and New Caledonia, producing nickel, copper, cobalt and precious metals.

#### *Vale Overseas*

Vale Overseas is a finance company wholly owned by Vale. Vale Overseas' business is to issue debt securities to finance Vale's activities. Vale Overseas was incorporated as a Cayman Islands exempted company with limited liability on April 3, 2001.

#### *Vale*

Vale is one of the largest metals and mining companies in the world, based on market capitalization. Vale is the world's largest producer of iron ore and iron ore pellets and the world's largest producer of nickel. Vale also produces manganese ore, ferroalloys, metallurgical and thermal coal, copper, platinum group metals (PGMs), gold, silver and cobalt. Vale is currently engaged in greenfield mineral exploration in five countries. Vale operates large logistics systems in Brazil and other regions of the world, including railroads, maritime terminals and ports, which are integrated with its mining operations. In addition, Vale has distribution centers to support the delivery of iron ore worldwide. Directly and through affiliates and joint ventures, Vale also has investments in energy and steel businesses.

Vale's principal executive offices are located at Praia de Botafogo 186, offices 701 – 1901, Botafogo, 22250-145, Rio de Janeiro, RJ, Brazil, and its telephone number is +55-21-3485-5000.

### Available Information

Vale files annual and current reports and other information with the SEC. Vale's SEC filings are available to the public from the SEC's web site at <http://www.sec.gov>. You may also inspect reports and other information about Vale at the office of the New York Stock Exchange (the "NYSE"). For further information on obtaining copies of Vale's public filings at the NYSE, you should call 212-656-2000.

Information about Vale, Vale Canada and Vale Overseas is also available on Vale's web site at <http://www.vale.com/>. Vale's financial reporting, investor presentations and other investor information, including SEC and NYSE filings, are available on Vale's web site at <http://www.vale.com/EN/investors/information-market/>. The information on or linked to/from Vale's web site is not part of, and is not incorporated by reference into, this Offer to Purchase. Reference to Vale's web site is made as an inactive textual reference and is not intended to be an active link to Vale's website.

### Documents Incorporated by Reference

We "incorporate by reference" in this Offer to Purchase the information in certain other documents that Vale files with the SEC, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this Offer to Purchase, and information in documents that Vale files with the SEC after the date of this Offer to Purchase will automatically update and supersede this information. We incorporate by reference in this Offer to Purchase the documents listed below and any future reports on Form 6-K that Vale may furnish to the SEC after the date of this Offer to Purchase and prior to the expiration or termination of the Offers and that are identified in those forms as being incorporated by reference into this Offer to Purchase:

- Vale's current report on Form 6-K furnished to the SEC on the date hereof announcing the Offers; and
- any of Vale's future reports on Form 6-K furnished to the SEC after the date of this Offer to Purchase and prior to the Expiration Date, which are identified in those forms as being incorporated by reference into this Offer to Purchase.

You may obtain a copy of any or all of the documents referred to above which may have been or may be incorporated by reference herein (excluding certain exhibits to the documents) at no cost to you by writing or telephoning us at the following address:

Vale S.A.  
Praia de Botafogo 186, Offices 701 – 1901  
Botafogo, 22250-145, Rio de Janeiro, RJ, Brazil  
Attention: Investor Relations Department  
+55-21-3485-3900

The Tender and Information Agent will also provide without charge to each person to whom this Offer to Purchase is delivered upon the request of such person, a copy of any or all of these filings (other than an exhibit to a filing unless such exhibit is specifically incorporated by reference into that filing). Requests for such filings should be directed to the Tender and Information Agent at its address set forth on the back cover of this Offer to Purchase.

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the information contained or incorporated by reference in this Offer to Purchase may constitute forward-looking statements within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. Many of those forward-looking statements can be identified by the use of forward-looking words such as “anticipate,” “believe,” “could,” “expect,” “should,” “plan,” “intend,” “estimate” and “potential,” among others. Those statements appear in a number of places and include statements regarding our intent, belief or current expectations with respect to:

- our direction and future operation;
- the implementation of our principal operating strategies, including our potential participation in acquisition, divestiture or joint venture transactions or other investment opportunities;
- the implementation of our financing strategy and capital expenditure plans;
- the exploration of mineral reserves and development of mining facilities;
- the depletion and exhaustion of mines and mineral reserves;
- trends in commodity prices and supply and demand for commodities;
- the future impact of competition and regulation;
- the payment of dividends or interest on shareholders’ equity;
- compliance with financial covenants;
- industry trends, including the direction of prices and expected levels of supply and demand;
- the outcome of the various regulatory, governmental and legal proceedings in which we are involved;
- other factors or trends affecting our financial condition or results of operations; and
- the factors discussed in other documents incorporated by reference in this Offer to Purchase.

We caution you that forward-looking statements are not guarantees of future performance and involve risks and uncertainties. Actual results may differ materially from those in forward-looking statements as a result of various factors. These risks and uncertainties include, among others, factors relating to (a) economic, political and social issues in the countries in which we operate, (b) the global economy, (c) commodity prices, (d) financial and capital markets, (e) the mining and metals businesses, which are cyclical in nature, and their dependence upon global industrial production, which is also cyclical, (f) regulation and taxation, (g) operational incidents or accidents, and (h) the high degree of global competition in the markets in which we operate. For additional information on some factors that could cause our actual results to differ from expectations reflected in forward-looking statements, please see “Risk Factors” in our SEC reports incorporated by reference in this Offer to Purchase. Forward-looking statements speak only as of the date they are made, and we do not undertake any obligation to update them in light of new information or future developments. All forward-looking statements attributed to us or a person acting on our behalf are expressly qualified in their entirety by this cautionary statement, and you should not place undue reliance on any forward-looking statement included in this Offer to Purchase.

## THE OFFERS

This Offer to Purchase contains important information, and you should read it carefully in its entirety before you make any decision with respect to the Offers.

### General

Vale Canada and Vale Overseas are offering to purchase for cash, from each registered holder, up to the Maximum Principal Amount of the Notes respectively issued by them of the series set forth in the table on the front cover of this Offer to Purchase under the headings “Tender Group 1” and “Tender Group 2.” Notwithstanding the Maximum Principal Amount, no more than US\$700,000,000 in aggregate principal amount, excluding any premium and accrued and unpaid interest (such aggregate principal amount, subject to increase by the Offerors, the “Tender Group 1 Cap”), of the Tender Group 1 Notes tendered will be accepted for purchase in the Offers. The Offers are made upon the terms and subject to proration, the “Acceptance Priority Procedures” and other conditions set forth in this Offer to Purchase.

### Purpose of the Offers

The purpose of the Offers is to retire a portion of the Notes with cash on hand in order to reduce Vale’s indebtedness.

### Source and Amount of Funds

The source of funds for the purchase of Notes pursuant to the Offers will be Vale’s cash on hand. The Offerors will not incur any indebtedness to finance the Total Consideration, the Tender Consideration or any Accrued Interest.

### Tender Consideration and Total Consideration

The applicable Total Consideration payable for each series of Notes validly tendered and not validly withdrawn on or prior to the Early Tender Date and accepted for purchase pursuant to the Offers will be a price per \$1,000 principal amount of such series of Notes, calculated in accordance with standard market practice, as described on Schedule A of this Offer to Purchase, that would reflect, as of the applicable Final Settlement Date (or Early Settlement Date, if applicable) a yield to the applicable maturity date for a series of Notes equal to the sum of:

- the applicable Fixed Spread set forth for such series of Notes in the table on the front cover of this Offer to Purchase, *plus*
- the yield-to-maturity on the applicable Reference Security, calculated in accordance with standard market practice, based on the bid-side price of the applicable U.S. Treasury Reference Security set forth for such series of Notes in the table on the front cover of this Offer to Purchase, as quoted on the applicable Reference Page at 2:00 p.m., New York City time, on the applicable Price Determination Date.

The sum of the Fixed Spread and the Reference Yield is referred to in this Offer to Purchase as the “Repurchase Yield.” Specifically, the Total Consideration offered per \$1,000 principal amount of each series of Notes validly tendered and accepted for purchase will equal:

- the present value per \$1,000 principal amount of all remaining payments of principal and interest to the maturity date on such series of Notes, discounted to the applicable Final Settlement Date (or Early Settlement Date, if applicable) in accordance with the formula set forth on Schedule A hereto, at a discount rate equal to the applicable Repurchase Yield, *minus*
- Accrued Interest from, and including, the last interest payment date to, but not including, the Final Settlement Date (or Early Settlement Date, if applicable) per \$1,000 principal amount of such series of Notes.

Subject to the terms and conditions described in this Offer to Purchase, including the Maximum Principal Amount, Acceptance Priority Levels and proration procedures, Holders of any series of Notes that validly tender their Notes pursuant to the Offers prior to or at the applicable Early Tender Date and that are accepted for purchase will

receive the applicable Total Consideration for each \$1,000 principal amount of Notes validly tendered and not validly withdrawn on or prior to the Early Tender Date and accepted for purchase pursuant to the Offers. The Total Consideration for the Notes, as calculated using the applicable Fixed Spread for each series of Notes set forth in the table on the front cover of this Offer to Purchase, is inclusive of the Early Tender Payment, as described herein. Holders of any series of Notes that validly tender their Notes pursuant to the Offers after the applicable Early Tender Date, but prior to or at the applicable Expiration Date, and that are accepted for purchase, will receive only the applicable Tender Consideration, which consists of the applicable Total Consideration minus the Early Tender Payment, for each \$1,000 principal amount of Notes validly tendered and not validly withdrawn after the applicable Early Tender Date, but prior to or at the applicable Expiration Date and accepted for purchase pursuant to the Offers.

In addition to the Total Consideration or the Tender Consideration, as applicable, all Holders of Notes accepted for purchase will also receive Accrued Interest, from the applicable last interest payment date up to, but not including, the applicable Early Settlement Date or Final Settlement Date, as applicable, payable on such date. For the avoidance of doubt, we will not pay Accrued Interest for any periods following the applicable Settlement Date in respect of any Notes accepted for purchase in the Offers.

**Because the consideration applicable to the Offers is based on a fixed spread pricing formula linked to the yield on the applicable Reference Security, the actual amount of consideration that may be received by a tendering Holder pursuant to the Offers will be affected by changes in such yield during the term of the Offers prior to the applicable Price Determination Date. After the applicable Price Determination Date, when the consideration applicable to the Offers is no longer linked to the yield on the applicable Reference Security, the actual amount of cash that may be received by a tendering Holder pursuant to the Offers will be known, and Holders will be able to ascertain the Total Consideration or Tender Consideration, as applicable, that would be received by all tendering Holders whose Notes are accepted for purchase pursuant to such Offers in the manner described above. Unless the Withdrawal Date is extended by the Offerors in their sole discretion, the Price Determination Date is scheduled to occur after the Withdrawal Date. Therefore, Holders who validly tendered their Notes pursuant to the Offers will not be able to validly withdrawn their tendered Notes by the time the actual amount of cash that may be received by such tendering Holder will be known.**

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

Prior to 2:00 p.m., New York City time, on the applicable Price Determination Date, Holders may obtain a hypothetical quote of the yield of the applicable Reference Security (calculated as of a then-recent time) and the resulting hypothetical Total Consideration or Tender Consideration, as applicable, by contacting any of the Dealer Managers at their respective telephone numbers set forth on the back cover of this Offer to Purchase. In addition, as soon as practicable after the applicable Price Determination Date, the applicable Offeror will publicly announce the pricing information by press release, if applicable.

### **Accrued Interest**

In addition to the Total Consideration or the Tender Consideration, as the case may be, Holders whose Notes are accepted for purchase pursuant to the Offers will be paid Accrued Interest from, and including the last interest payment date to, but not including, the applicable Settlement Date. For the avoidance of doubt, we will not pay Accrued Interest for any periods following the Settlement Date applicable in respect of any Notes accepted for purchase in the Offers.

### **Settlement Dates**

For Notes that have been validly tendered on or prior to the Early Tender Date and that are accepted for purchase pursuant to the Offers, if the applicable Offeror exercises the Early Settlement Right, the Early Settlement Date will be promptly following the Early Acceptance Date. Assuming that the applicable Offeror exercises the Early Settlement Right and all conditions of the Offers have been satisfied, or where applicable, waived by us, we expect that the Early Settlement Date for the Offers will occur no later than three Business Days following the Early Tender Date.



For Notes that have been validly tendered on or prior to the Expiration Date, exclusive of Notes purchased on the Early Settlement Date, if any, and that are accepted for purchase pursuant to the Offers, settlement will occur on the Final Settlement Date, subject to all conditions to the Offers having been satisfied or, where possible, waived by us. The Final Settlement Date for the Offers is expected to be promptly following the Expiration Date. Assuming that the Offers are not extended and all conditions of the Offers have been satisfied or, where applicable, waived by us, we expect that the Final Settlement Date will occur no later than two Business Day following the Expiration Date.

The Notes accepted for purchase on any Settlement Date will be accepted in accordance with their Acceptance Priority Levels set forth in the table on the front cover of this Offer to Purchase (with 1 being the highest Acceptance Priority Level and 6 being the lowest Acceptance Priority Level), provided that the Offerors will only accept for purchase Notes with an aggregate principal amount up to the Maximum Principal Amount. In addition, no more than US\$700,000,000 aggregate principal amount of the Tender Group 1 Notes will be purchased in the Offers. See “—Maximum Principal Amount; Tender Group 1 Cap; Proration; Acceptance Priority Procedures.”

Holders whose Notes are purchased in the Offers will receive Accrued Interest, payable on the applicable Settlement Date. No tenders of Notes will be valid if submitted after the Expiration Date.

In the event of termination of any Offer on or prior to the Early Acceptance Date (if applicable), the applicable Notes tendered pursuant to such Offer prior to the Early Acceptance Date will be promptly returned to the tendering Holders. In the event of termination of any Offer after the Early Acceptance Date (if applicable) and before the Expiration Date, the applicable Notes tendered pursuant to such Offer and not purchased on the Early Settlement Date (if applicable) will be promptly returned to the tendering Holders.

The Offerors will calculate the Total Consideration, the Tender Consideration and any Accrued Interest payable to Holders whose Notes are accepted for purchase pursuant to the Offers. Such calculations will be final and binding on all Holders whose Notes were accepted for purchase, absent manifest error. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender and Information Agent or DTC.

The Offerors will announce their acceptance of valid tenders of Notes pursuant to the Offers and the principal amounts of the Notes so accepted as soon as reasonably practicable after each of the Early Acceptance Date (if applicable) and the Expiration Date; subject, in each case, to the satisfaction or waiver of the conditions described in this Offer to Purchase.

### **Maximum Principal Amount; Tender Group 1 Cap; Proration; Acceptance Priority Procedures**

#### *Maximum Principal Amount; Tender Group 1 Cap*

The Maximum Principal Amount limits the maximum aggregate principal amount for all Notes, excluding any premium and accrued and unpaid interest, to US\$1,000,000,000. The Tender Group 1 Cap limits the maximum aggregate principal amount of the Tender Group 1 Notes that may be purchased in the Offers to US\$700,000,000.

The Offerors reserve the right, but are under no obligation, to increase the Maximum Principal Amount and/or the Tender Group 1 Cap at any time, subject to compliance with applicable law, which could result in the Offerors purchasing a greater aggregate principal amount of Notes in the Offers. There can be no assurance that the relevant Offeror will exercise its rights to increase the Maximum Principal Amount or the Tender Group 1 Cap. If the relevant Offeror increases the Maximum Principal Amount and/or the Tender Group 1 Cap, the relevant Offeror does not expect to extend the Withdrawal Date, subject to applicable law.

If the aggregate principal amount of Notes validly tendered before the Early Tender Date exceeds the Maximum Principal Amount, the relevant Offeror will not accept for purchase any Notes tendered after the Early Tender Date. If the aggregate principal amount of the Tender Group 1 Notes validly tendered before the Early Tender Date exceeds the Tender Group 1 Cap, the relevant Offeror will not accept for purchase any Tender Group 1 Notes tendered after the Early Tender Date.

### *Proration*

Acceptance of tenders of the Notes of any series may be subject to proration if the aggregate principal amount of Notes validly tendered and not validly withdrawn would cause the Maximum Principal Amount to be exceeded. Acceptance for tenders of Tender Group 1 Notes may also be subject to proration if the aggregate principal amount of such Tender Group 1 Notes validly tendered and not validly withdrawn is greater than the Tender Group 1 Cap. Furthermore, if the Offers are fully subscribed as of the Early Tender Date, Holders who validly tender Notes after the Early Tender Date will not have any of their Notes accepted for purchase.

If proration of the tendered Notes of any series is required, the Offerors will determine the final proration factors as soon as practicable after the Early Tender Date or the Expiration Date, as applicable. Holders may obtain such information from the Tender and Information Agent and the Dealer Managers and may be able to obtain such information from their brokers. Depending on the proration factor applied, if the principal amount of Notes returned to a Holder as a result of proration would result in less than the minimum denomination being returned to such Holder, the Offerors may accept or reject all of such Holder's validly tendered Notes.

If the purchase of all Notes validly tendered in the Offers would cause us to purchase an aggregate principal amount of Notes in excess of the Maximum Principal Amount or an aggregate principal amount of Tender Group 1 Notes in excess of the Tender Group 1 Cap, as the case may be, subject to the terms and conditions of the Offers, we will prorate the Notes accepted in the Offers as described below. **We refer to the procedures described in this paragraph as the "Acceptance Priority Procedures."**

- 1) If the aggregate principal amount of all Tender Group 1 Notes validly tendered on or prior to the Early Tender Date does not exceed the Tender Group 1 Cap, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase all such tendered Tender Group 1 Notes.

If the aggregate principal amount of Tender Group 1 Notes validly tendered on or prior to the Early Tender Date exceeds the Tender Group 1 Cap, then (1) we will not accept for purchase any Tender Group 1 Notes tendered after the Early Tender Date, and (2) we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase on the Early Acceptance Date (or, if there is no Early Acceptance Date, the Expiration Date), in the order of the related Acceptance Priority Level set forth in the table on the front cover of this Offer to Purchase (proceeding in ascending order from the lowest numerical value), the maximum aggregate principal amount of Tender Group 1 Notes tendered on or prior to the Early Tender Date that we can accept without exceeding the Tender Group 1 Cap.

If the aggregate principal amount of all validly tendered Tender Group 1 Notes of a series at a given Acceptance Priority Level, when added to the aggregate principal amount of all Tender Group 1 Notes accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), does not exceed the Tender Group 1 Cap, then we will accept for purchase all such tendered Notes of such series. If the aggregate principal amount of all validly tendered Tender Group 1 Notes of a series at a given Acceptance Priority Level, when added to the aggregate principal amount of all Tender Group 1 Notes accepted for purchase at a higher Acceptance Priority Level, exceeds the Tender Group 1 Cap, then we will accept for purchase a proportionate amount of tendered Tender Group 1 Notes of such series such that we do not exceed the Tender Group 1 Cap. Tendered Notes of Tender Group 1 with lower Acceptance Priority Levels (indicated by higher numerical values) than the Acceptance Priority Level that results in the purchase of the full Tender Group 1 Cap will not be accepted for purchase.

- 2) If the aggregate principal amount of all Notes (including Tender Group 1 Notes, subject to the Tender Group 1 Cap) validly tendered on or prior to the Early Tender Date does not exceed the Maximum Principal Amount, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase all such tendered Notes, subject, with respect to the Tender Group 1 Notes, to the Tender Group 1 Cap and procedures described in the paragraphs above.

If the aggregate principal amount of all Notes (including Tender Group 1 Notes, subject to the Tender Group 1 Cap) validly tendered in the Offers on or prior to the Early Tender Date exceeds the

Maximum Principal Amount, then the Offers will be oversubscribed on the Early Tender Date, and (1) we will not accept for purchase any Notes tendered after the Early Tender Date, and (2) we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase on the Early Acceptance Date (or, if there is no Early Acceptance Date, the Expiration Date) the maximum aggregate principal amount of Notes tendered on or prior to the Early Tender Date that we can accept without exceeding the Maximum Principal Amount, in the order of the related Acceptance Priority Level set forth in the table on the front cover of this Offer to Purchase (proceeding in ascending order from the lowest numerical value) with respect to the tendered Notes of Tender Group 2 and, with respect to the tendered Notes of Tender Group 1, subject to the procedures described in the paragraphs above.

If the aggregate principal amount of all validly tendered Tender Group 2 Notes at a given Acceptance Priority Level, when added to the aggregate principal amount of all Notes accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), including Tender Group 1 Notes, subject to the Tender Group 1 Cap, does not exceed the Maximum Principal Amount, then we will accept for purchase all such tendered Notes of such series. If the aggregate principal amount of all validly tendered Notes of a series of Tender Group 2 Notes at a given Acceptance Priority Level, when added to the aggregate principal amount of all Notes accepted for purchase at a higher Acceptance Priority Level, including Tender Group 1 Notes, subject to the Tender Group 1 Cap, exceeds the Maximum Principal Amount, then we will accept for purchase a proportionate amount of tendered Notes of such series such that we do not exceed the Maximum Principal Amount. Tendered Tender Group 2 Notes with lower Acceptance Priority Levels (indicated by higher numerical values) than the Acceptance Priority Level that results in the purchase of the full Maximum Principal Amount will not be accepted for purchase.

- 3) If the Offers are not oversubscribed as of the Early Tender Date, and the aggregate principal amount of all Notes (including Tender Group 1 Notes, subject to the Tender Group 1 Cap) validly tendered in the Offers on or prior to the Expiration Date exceeds the Maximum Principal Amount, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) (1) accept for purchase all Notes tendered on or before the Early Tender Date, subject to the Tender Group 1 Cap and the procedures described in the paragraphs above with respect to the tendered Tender Group 1 Notes, if applicable, and (2) accept for purchase the maximum aggregate principal amount of Notes tendered after the Early Tender Date and on or prior to the Expiration Date that we can accept without exceeding the Tender Group 1 Cap, if the Tender Group 1 Cap was not reached on the Early Tender Date, or the Maximum Principal Amount.

If the aggregate principal amount of all Tender Group 1 Notes of a series at a given Acceptance Priority Level validly tendered after the Early Tender Date and on or prior to the Expiration Date, when added to (i) the aggregate principal amount of all Tender Group 1 Notes validly tendered on or prior to the Early Tender Date and accepted for purchase and (ii) the aggregate principal amount of all Tender Group 1 Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), does not exceed the Tender Group 1 Cap and the Maximum Principal Amount, *then* we will accept for purchase all such tendered Notes of such series. If the aggregate principal amount of all tendered Tender Group 1 Notes of a series at a given Acceptance Priority Level validly tendered after the Early Tender Date and on or prior to the Expiration Date, when added to (i) the aggregate principal amount of all Tender Group 1 Notes accepted for purchase on the Early Acceptance Date (or, if there is no Early Acceptance Date, the Expiration Date) and (ii) the aggregate principal amount of all Tender Group 1 Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), exceeds the Tender Group 1 Cap and the Maximum Principal Amount, *then* we will accept for purchase a proportionate amount of tendered Tender Group 1 Notes of such series such that we do not exceed the Tender Group 1 Cap and the Maximum Principal Amount. Tendered Tender Group 1 Notes tendered after the Early Tender Date and on or prior to the Expiration Date with lower Acceptance Priority Levels (indicated by higher numerical values) than the Acceptance Priority Level that results in the purchase of the full Tender Group 1 Cap or the Maximum Principal Amount, as the case may be, will not be accepted for purchase.

If the aggregate principal amount of all Tender Group 2 Notes of a series at a given Acceptance Priority Level validly tendered after the Early Tender Date and on or prior to the Expiration Date, when added to (i) the aggregate principal amount of all Notes validly tendered on or prior to the Early Tender Date and accepted for purchase and (ii) the aggregate principal amount of all Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), does not exceed the Maximum Principal Amount, *then* we will accept for purchase all such tendered Notes of such series. If the aggregate principal amount of all tendered Notes of Tender Group 2 Notes of a series at a given Acceptance Priority Level validly tendered after the Early Tender Date and on or prior to the Expiration Date, when added to (i) the aggregate principal amount of all Notes validly tendered on or prior to the Early Tender Date and accepted for purchase and (ii) the aggregate principal amount of all Notes validly tendered after the Early Tender Date and on or prior to the Expiration Date accepted for purchase at higher Acceptance Priority Levels (indicated by lower numerical values), exceeds the Maximum Principal Amount, *then* we will accept for purchase a proportionate amount of tendered Notes of such series such that we do not exceed the Maximum Principal Amount. Tendered Notes of Tender Group 2 validly tendered after the Early Tender Date and on or prior to the Expiration Date with lower Acceptance Priority Levels (indicated by higher numerical values) than the Acceptance Priority Level that results in the purchase of the full Maximum Principal Amount will not be accepted for purchase.

- 4) For the avoidance of doubt: (i) if the Offers are not oversubscribed as of the Early Tender Date, Notes tendered on or before the Early Tender Date will be accepted for purchase in priority to Notes tendered after the Early Tender Date, even if such Notes tendered after the Early Tender Date have a higher Acceptance Priority Level; and (ii) in no event will we accept for purchase (A) Tender Group 1 Notes in excess of the Tender Group 1 Cap or (B) an aggregate principal amount of Notes in excess of the Maximum Principal Amount.

The Offerors expressly reserve their right, in their sole discretion, to increase the Maximum Principal Amount and/or the Tender Group 1 Cap without extending the Withdrawal Date, the Early Tender Date, the Expiration Date or any Settlement Date or otherwise reinstating withdrawal rights, subject to applicable law. **All Notes not accepted as a result of proration will be rejected from the Offers and promptly returned to the tendering Holder.**

Notes may be tendered and accepted for purchase pursuant to the Offers only in principal amounts equal to US\$2,000 and integral multiples of US\$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. To ensure we return Notes in minimum principal amounts of US\$2,000 and integral multiples of US\$1,000 above US\$2,000, if necessary, we will make appropriate adjustments downward to the nearest US\$1,000 principal amount, or if applicable, the minimum denomination of US\$2,000, with respect to each Holder validly tendering Notes. Any tender of Notes, the proration of which would otherwise result in a return of Notes to a tendering Holder in a principal amount below the minimum denomination of US\$2,000, may be rejected in full or accepted in full in our sole discretion. Holders who tender less than all their Notes must continue to hold Notes in Authorized Denominations.

### Conditions of the Offers

The Offers are not contingent upon the tender of any minimum principal amount of Notes.

Notwithstanding any other provision of the Offers, the applicable Offeror will not be required to accept for purchase and pay for any validly tendered Notes pursuant to the Offers if any of the following shall not be satisfied at the Expiration Date:

- (1) no action or event shall have occurred or been threatened, no action shall have been taken, and no statute, rule, regulation, judgment, order, stay, decree or injunction shall have been promulgated, enacted, entered, enforced or deemed to be applicable to any Offer by or before any court or governmental regulatory or administrative agency, authority or tribunal, including, without limitation, taxing authorities, that either:

- (a) challenges the making of any Offer or might, directly or indirectly, prohibit, prevent, restrict or delay consummation of, or might otherwise adversely affect in any material manner, any Offer or its anticipated benefits to us; or

(b) in our reasonable judgment, could materially adversely affect our business, condition (financial or otherwise), income, operations, properties, assets, liabilities or prospects or materially impair the contemplated benefits to us of any Offer or the delivery of any cash amounts;

(2) nothing has occurred or may occur that would or might, in our reasonable judgment, prohibit, prevent or delay any Offer or impair our ability to realize the anticipated benefits of any Offer;

(3) there shall not have occurred (a) any general suspension of or limitation on trading in securities on the B3 S.A. – Brasil, Bolsa, Balcão, the New York Stock Exchange, the Luxembourg Stock Exchange, the London Stock Exchange or in the over-the-counter market, whether or not mandatory, (b) a material impairment in the general trading market for debt securities, (c) a declaration of a banking moratorium or any suspension of payments in respect of banks by federal or state authorities in Brazil, the United States, Canada or any member state of the European Union, whether or not mandatory, (d) a commencement of a war, armed hostilities, a terrorist act or other national or international calamity directly or indirectly relating to Brazil, the United States, Canada or any member state of the European Union, (e) any limitation, whether or not mandatory, by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in Brazil, the United States, Canada or any member state of the European Union, (f) any material adverse change in the securities or financial markets in Brazil, the United States, Canada or any member state of the European Union generally or (g) in the case of any of the foregoing existing at the time of the commencement of the Offers, a material acceleration or worsening thereof; and

(4) the Trustee shall not have objected in any respect to, or taken any action that could, in our reasonable judgment, adversely affect the consummation of any Offers, nor shall the Trustee have taken any action that challenges the validity or effectiveness of the procedures used by us in making the Offers or the delivery of any cash amounts.

The foregoing conditions are for our sole benefit and may be waived by us, in whole or in part, in our absolute discretion. Any determination made by us concerning an event, development or circumstance described or referred to above will be conclusive and binding.

If any of the foregoing conditions are not satisfied, we may, at any time:

- terminate any Offer and promptly unblock all applicable tendered Notes;
- modify, extend or otherwise amend any Offer and retain all applicable tendered Notes until the Expiration Date, as extended, subject, however, to the withdrawal rights of Holders; or
- waive the unsatisfied conditions with respect to any Offer and accept all applicable Notes tendered and not previously validly withdrawn.

In addition, subject to applicable law, we may in our absolute discretion terminate any Offer for any other reason.

### **Certain Significant Consequences to Holders**

In deciding whether to participate in the Offers, each Holder should consider carefully, in addition to the other information contained and incorporated by reference in this Offer to Purchase, the following:

#### ***Limited Trading Market***

To the extent that Notes are tendered and accepted for purchase pursuant to the Offers, the trading market for the Notes may become more limited. A bid for securities with a smaller outstanding aggregate principal amount available for trading (a smaller “float”) may be lower than a bid for a comparable security with a greater float. Therefore, the market price for Notes not tendered or tendered but not purchased may be affected adversely to the extent that the amount of Notes purchased pursuant to the Offers reduces the float. The reduced float may also tend to make the trading price more volatile. Holders of unpurchased Notes may attempt to obtain quotations for the Notes from their brokers; however, there can be no assurance that an active trading market will exist for the Notes following the Offers. The extent of the public market for the Notes following the consummation of the Offers would depend upon, among other things, the number of Holders remaining, the outstanding aggregate principal amount of Notes at such time and the

interest in maintaining a market in the Notes on the part of securities firms and other factors. See “—Treatment of Notes not Tendered in the Offers: Other Actions Affecting Notes” below.

***Consideration for the Notes May Not Reflect Their Fair Value***

The consideration offered to purchase the Notes does not reflect any independent valuation of the Notes or take into account events or changes in financial markets (including interest rates) after the commencement of the Offers. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration for the Notes. If you tender Notes, you may or may not receive more or as much value than if you chose to keep them.

***Treatment of Notes not Tendered in the Offers; Other Actions Affecting Notes***

The Offerors intend to retire and cancel the Notes purchased in the Offers. Notes not tendered or otherwise not purchased pursuant to the Offers will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the applicable Indenture, will remain unchanged. No amendments to these documents are being sought.

Whether or not the Offers are consummated, we or our affiliates may from time to time following the expiration of the Offers take any of the following actions:

- acquire Notes, other than pursuant to the Offers, through open-market purchases, privately negotiated transactions, other tender offers, exchange offers or otherwise, 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 Offers and could be for cash or other consideration;
- redeem the Notes pursuant to the terms thereof; or
- effect a defeasance of the Notes if the issuer, among other things, irrevocably deposits funds or certain governmental securities in trust, in accordance with the terms of the indenture, sufficient to pay the principal of and interest on the outstanding Notes to maturity and subject to certain other conditions.

The effect of any of these actions may directly or indirectly affect the price of any Notes that remain outstanding after the consummation of the Offers.

**Procedures for Tendering Notes**

***General***

The tender by a Holder of Notes (and subsequent acceptance thereof by us) pursuant to the procedures set forth below will constitute a binding agreement between such Holder and the Offerors in accordance with the terms and subject to the conditions set forth in this Offer to Purchase.

The tender of Notes pursuant to the Offers and in accordance with the procedures described below will constitute a valid tender of such Notes. A defective tender of Notes (which defect is not waived by us) will not constitute valid delivery of the Notes and will not entitle the Holder thereof to our payment of the Total Consideration or the Tender Consideration, as the case may be, or any Accrued Interest on the Notes. Any beneficial owner whose Notes are registered in the name of a Custodian or held through the Book-Entry Transfer Facility and who wishes to tender its Notes should contact such Holder promptly and instruct such Holder to tender its Notes on such beneficial owner's behalf. In no event shall the Holder send any Notes to the Offerors or the Dealer Managers.

There is no letter of transmittal for the Offer to Purchase.

***Tender of Notes Held Through DTC***

Within two Business Days after the date of this Offer to Purchase, the Tender and Information Agent will establish accounts with respect to the Notes at DTC for purposes of the Offers. The Tender and Information Agent and DTC have confirmed that the Offers are eligible for DTC's Automated Tender Offer Program (“ATOP”), whereby a financial

institution that is a participant in DTC's system may tender Notes by making a book-entry delivery of Notes by causing DTC to transfer Notes into an ATOP account.

To effectively tender Notes, DTC participants should transmit their acceptance through ATOP, and DTC will then edit and verify the acceptance and send an Agent's Message to the Tender and Information Agent for its acceptance. The term "Agent's Message" means a message, transmitted by DTC to, and received by, the Tender and Information Agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant stating that such participant has accepted the relevant Offer and agrees to be bound by the terms, conditions and provisions of such Offer (if applicable). An Agent's Message and any other required documents must be transmitted through ATOP to, and received by, the Tender and Information Agent before the Early Tender Date or the Expiration Date, as applicable. Any documents in physical form must be sent to the Tender and Information Agent at one of its addresses set forth on the back cover of this Offer to Purchase. Delivery of the Agent's Message by DTC will satisfy the terms of the Offers in lieu of execution and delivery of a letter of transmittal by the participant identified in the Agent's Message. Accordingly, there is no letter of transmittal for the Offer to Purchase.

A separate tender instruction must be submitted on behalf of each beneficial owner of the Notes due to the possibility of proration.

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

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

The delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender and Information Agent, until receipt by the Tender and Information Agent of a properly transmitted Agent's Message together with all accompanying evidences of authority and any other required documents in a form satisfactory to the Offerors. The method of delivery of the Notes and all other required documents, including delivery through DTC and acceptance of an Agent's Message transmitted through ATOP, is at the option and risk of the tendering Holder. In all cases, sufficient time should be allowed for such documents to reach the Tender and Information Agent prior to the Expiration Date in order to be eligible to receive the Total Consideration or the Tender Consideration, as applicable.

***Representations, Warranties and Undertakings; the Offerors' Acceptance Constitutes an Agreement***

By tendering your Notes through DTC and delivering an Agent's Message through ATOP, you will be agreeing with, acknowledging, representing, warranting and undertaking to us, the Tender and Information Agent and the Dealer Managers substantially the following on each of the Early Acceptance Date (if applicable), the Expiration Date and the applicable Settlement Date, as the case may be (if you are unable to give these agreements, acknowledgements, representations, warranties and undertakings, you should contact the Dealer Managers or the Tender and Information Agent immediately):

(1) You irrevocably constitute and appoint the Tender and Information Agent as your true and lawful agent and attorney-in-fact (with full knowledge that the Tender and Information Agent also acts as our agent) with respect to such Notes, with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (i) present such Notes and all evidences of transfer and authenticity to, or transfer ownership of, such Notes on the account books maintained by DTC to, or upon the order of, the applicable Offeror, (ii) present such Notes for transfer of ownership on the books of the applicable Offeror, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes, subject to the obligation to hold in trust any proceeds for the beneficial owner, all in accordance with the terms and conditions of the relevant Offer.

(2) You understand that tenders of Notes may be withdrawn by written notice of withdrawal received by the Tender and Information Agent at any time prior to the Withdrawal Date. In the event of a termination of any Offer, the Notes tendered pursuant to such Offer will be credited to the account maintained at DTC from which such Notes were delivered.

(3) You understand that tenders of Notes pursuant to any of the procedures described in this Offer to Purchase, and the acceptance of such Notes by the applicable Offerors will constitute a binding agreement between you

and the applicable Offeror upon the terms and subject to the conditions of this Offer to Purchase. For purposes of the Offers, you understand that validly tendered Notes (or defectively tendered Notes with respect to which the applicable Offeror has or has caused to be waived such defect) will be deemed to have been accepted for purchase by the applicable Offeror if, as and when the applicable Offeror gives oral or written notice thereof to the Tender and Information Agent.

(4) You have full power and authority to tender, sell, assign and transfer the Notes tendered and that when such tendered Notes are accepted for purchase and payment by the applicable Offeror, the applicable Offeror will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right and together with all rights attached thereto. You will, upon request, execute and deliver any additional documents deemed by the Tender and Information Agent or by the applicable Offeror to be necessary or desirable to complete the sale, assignment, transfer and cancellation (if any) of the Notes tendered or to evidence such power and authority.

(5) You have received the Offer to Purchase, and have reviewed and accepted the offer and distribution restrictions, terms, conditions, risk factors and other considerations of the Offers, all as described in this Offer to Purchase, and have undertaken an appropriate analysis of the implications of the Offers without reliance on us, the Dealer Managers, the Tender and Information Agent or the Information Agent. All authority conferred or agreed to be conferred shall not be affected by, and shall survive, your death or incapacity, and any obligation of you hereunder shall be binding upon your heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns.

(6) You understand that the applicable Offeror will pay the applicable Total Consideration, or Tender Consideration, as the case may be, and any accrued and unpaid interest from, and including, the last interest payment date for the Notes to, but not including, the applicable Settlement Date with respect to the Notes accepted for purchase.

(7) You recognize that under certain circumstances set forth in this Offer to Purchase, the Offerors may terminate or amend any Offer (if applicable) or may postpone the acceptance for payment of, or the payment for, Notes tendered or may not be required to purchase any of the Notes tendered.

(8) You are not a person to whom it is unlawful to make an invitation pursuant to the Offers under applicable securities or blue sky laws and you acknowledge that you must inform yourself about, and observe, any such laws.

(9) You understand that the delivery and surrender of any Notes is not effective, and the risk of loss of the Notes does not pass to the Tender and Information Agent, until receipt by the Tender and Information Agent of an Agent's Message properly completed and duly executed, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Offerors. All questions as to form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by the Offerors, in their sole discretion, which determination shall be final and binding.

(10) You request that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name of, and delivered by credit to, the account of DTC who will credit the account of the participant from which such Notes were received.

(11) You have observed (and will observe) the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid (or will pay) any issue, transfer or other taxes or requisite payments due from you in each respect in connection with any offer or acceptance, in any jurisdiction and that you have not taken or omitted to take any action in breach of the representations or which will or may result in the Offerors or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with any Offer or tender of Notes in connection therewith.

(12) You acknowledge that none of the Offerors, the Dealer Managers, the Information Agent, the Tender and Information Agent or the Trustee is making any recommendation as to whether or not you should tender Notes in response to the Offers.

(13) You are outside the Republic of France or, if you are located in the Republic of France, you are a (i) provider of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*) and/or (ii) qualified investor (*investisseur qualifiés*), all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French Code *monétaire et financier*, are eligible to participate in the Offers. Additionally, you acknowledge that the Offer to Purchase



has not been and will not be submitted to the clearance procedures (visa) of the *Autorité des marchés financiers*.

(14) You are outside the Republic of Italy or, if you are located in the Republic of Italy, you are an authorized person (such as an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, the *Commissione Nazionale per le Società e la Borsa* (“CONSOB”), Regulation No. 16190 of 29 October 2007, as amended from time to time, and Legislative Decree No. 385 of September 1, 1993, as amended) and in compliance with applicable laws and regulations or with requirements imposed by CONSOB or any other Italian authority. Additionally, you acknowledge that (i) the Offers are being carried out in the Republic of Italy as an exempted offer pursuant to article 101-*bis*, paragraph 3-*bis* of the Legislative Decree No. 58 of 24 February 1998, as amended (the “Financial Services Act”), article 35-*bis*, paragraph 4 of CONSOB Regulation No. 11971 of 14 May 1999, as amended (the “Issuers’ Regulation”) and article 35-*bis*, paragraph 7 of the Issuers’ Regulation and (ii) the Offer to Purchase has not been submitted and will not be submitted to the clearance procedure of CONSOB pursuant to Italian laws and regulations. Furthermore, if you are a financial intermediary, you acknowledge that you must comply with the applicable laws and regulations concerning information duties vis-à-vis your clients in connection with the Notes and the Offer to Purchase.

(15) You are not resident and/or located in the United Kingdom or, if you are resident and/or located in the United Kingdom, you are a person falling within the definition of investment professional (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Order”)) or within Article 43(2) of the Order, or within Article 49(2)(a) to (d) of the Order or to whom this Offer to Purchase may lawfully be communicated in accordance with the Order. Additionally, you acknowledge that the Offer to Purchase and any other documents or materials relating to the Offers have not been and will not be approved, by an authorized person for the purposes of Section 21 of the Financial Services and Markets Act 2000.

(16) You are outside the Kingdom of Belgium or, if you are located in the Kingdom of Belgium, you are a “qualified investor” in the sense of Article 10 of the Belgian Law of 16 June 2006 on the public offer of placement instruments and the admission to trading of placement instruments on regulated markets, acting on their own account, professional or institutional investor referred to in article 3.2 of the Public Decree, acting on behalf of your own account. Additionally, you acknowledge that neither the Offer to Purchase nor any other documents or materials relating to the Offers has been nor will it be submitted for approval or recognition to the Financial Services and Markets Authority (“*Autorité des services et marchés financiers/Autoriteit voor financiële diensten en markten*”).

(17) You are not located or resident in Australia or, if you are located or resident in Australia, you are a professional investor as defined in Section 9 of the Corporations Act 2001 (Cth) (“Corporations Act”) or a wholesale client as defined in Section 761 G of the Corporations Act or otherwise a person to whom an offer may be made under Part 6D.2 or Corporations Regulation 7.9.97, each under the Corporations Act. Additionally you acknowledge that the disclosure document (as defined in the Corporations Act) in relation to the Offers has been or will be lodged with the Australian Securities and Investments Commission (“ASIC”) or any other regulatory authority in Australia and the Offer to Purchase does not comply with Division 5A of Part 7.9 of the Corporations Act.

(18) You are not a resident and/or located in The Netherlands or, if you are a resident and/or located in the Netherlands, you are a legal entity which is a qualified investor (as defined in the Prospectus Directive and which includes authorized discretionary asset managers acting for the account of retail investors under a discretionary investment management contract) in the Netherlands and as required by article 5:20(5) of the Dutch Financial Supervision Act (*Wet op het Financieel Toezicht*).

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

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

***Tender of Notes Held Through Clearstream, Luxembourg or Euroclear***

Any Holder who holds Notes through Clearstream, Luxembourg or Euroclear must also comply with the

applicable procedures of Clearstream, Luxembourg or Euroclear, as applicable, in connection with a tender of Notes and must submit their acceptance in sufficient time for such tenders to be made prior to the Early Tender Date or the Expiration Date, as applicable. Clearstream, Luxembourg and Euroclear are indirect participants in the DTC system. Holders should note that Clearstream, Luxembourg and Euroclear may require that action be taken a day or more prior to the Early Tender Date or the Expiration Date, as applicable.

### **No Guaranteed Delivery Procedures for the Offers**

The Offerors do not intend to permit tenders of Notes by guaranteed delivery procedures.

### **Early Tender Date; Expiration Date; Extensions; Amendments; Termination**

The Early Tender Date for the Notes Offer is 5:00 p.m., New York City time, on September 25, 2019, unless extended by the Offerors in their sole discretion, in which case the Early Tender Date with respect to the Offers will be such date to which the Early Tender Date is extended.

The Expiration Date for the Offers is 11:59 p.m., New York City time, on October 9, 2019, unless extended by the Offerors in their sole discretion, in which case the Expiration Date with respect to the Offers will be such date to which the Expiration Date is extended.

The Offerors, in their sole discretion, may amend the terms of the Offers. In addition, the Offerors, in their sole discretion, may extend the Early Tender Date or the Expiration Date for any purpose, including to permit the satisfaction or, where possible, waiver of the conditions to the Offers. To extend the Early Tender Date or the Expiration Date, the Offerors will notify the Tender and Information Agent and will make a public announcement thereof before 9:00 a.m., New York City time, on the next Business Day after the previously scheduled Early Tender Date or Expiration Date, as applicable. Such announcement will state that the Offerors are extending the relevant term for a specified period.

All references to the Early Tender Date or to the Expiration Date in this Offer to Purchase are to the Early Tender Date or Expiration Date, respectively, as may be extended or terminated. The Offerors expressly reserve the right to extend the Early Tender Date or the Expiration Date with respect to the Offers.

The Offerors expressly reserve the right, subject to applicable law, to:

- delay accepting the Notes, extend the Early Tender Date or the Expiration Date or, if the conditions to any Offer are not satisfied, terminate such Offer at any time and not accept the relevant Notes; and
- if the conditions to any Offer are not satisfied, amend or modify at any time, the terms of such Offer in any respect, including by waiving, where possible, any conditions to consummation of such Offer.

If the Offerors exercise any such right, the Offerors will give written notice thereof to the Tender and Information Agent and will make a public announcement thereof as promptly as practicable and, in the case of a termination, all Notes tendered pursuant to the terminated Offer and not accepted for purchase will be returned promptly to the tendering Holders thereof.

The minimum period during which each Offer will remain open following material changes in the terms of such Offer or in the information concerning such Offer will depend upon the facts and circumstances of such change, including the materiality of the changes. If any of the terms of any Offer are amended in a manner determined by the Offerors to constitute a material change adversely affecting any Holder, the Offerors will (i) promptly disclose any such amendment in a manner reasonably calculated to inform Holders of such amendment, (ii) extend the relevant Offer for a period that the Offerors deem appropriate, subject to applicable law, depending upon the significance of the amendment and the manner of disclosure to Holders, if the relevant Offer would otherwise expire during such period, and (iii) extend withdrawal rights for a period that the Offerors deem appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment.

### **Transfer Taxes**

The applicable Offeror will pay all transfer taxes applicable to the purchase and transfer of Notes pursuant to this

Offer to Purchase, except that if the payment of the applicable Total Consideration or Tender Consideration, as the case may be, is being made to, or if Notes that are not tendered or not purchased in the Offers are to be registered or issued in the name of, any person other than the Holder of the Notes or the DTC participant in whose name the Notes are held on the books of DTC, or if a transfer tax is imposed for any reason other than the purchase of Notes under the Offers, then the amount of any such transfer tax (whether imposed on the Holder or any other person) will be payable by the tendering Holder. If satisfactory evidence of payment of that tax or exemption from payment is not submitted, then the amount of that transfer tax will be deducted from the applicable Total Consideration or Tender Consideration, as the case may be, otherwise payable to the tendering Holder.

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

Upon the terms and subject to the conditions of the Offers, the applicable Offeror will notify the Tender and Information Agent and Information Agent promptly after the Early Tender Date and the Expiration Date, as applicable, of which Notes are accepted for purchase and payment pursuant to the Offers. For purposes of the Offers, the applicable Offeror will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which the applicable Offerors has waived such defect) if, as and when the applicable Offeror gives oral (promptly confirmed in writing) or written notice thereof to the Tender and Information Agent. With respect to tendered Notes that are to be returned to Holders, such Notes will be credited to the account maintained at DTC promptly following the Expiration Date or termination of the applicable Offer.

Upon the terms and subject to the conditions of the Offers, the applicable Offeror will accept for purchase, and pay for, Notes validly tendered pursuant to the Offers and not validly withdrawn upon the satisfaction or, where possible, waiver of the conditions of the Offers. The applicable Offeror will promptly pay for all Notes accepted for purchase. In all cases, payment for Notes accepted for purchase pursuant to the Offers will be made only after confirmation of book-entry transfer thereof. The applicable Offeror will pay for Notes accepted for purchase in the Offers by depositing such payment directly in cash with DTC, which will act as agent for the tendering Holders for the purpose of receiving payment for Notes. Upon the terms and subject to the conditions of the Offers, delivery of the applicable Total Consideration or Tender Consideration, as the case may be, with respect to the purchased Notes will be made on the applicable Settlement Date.

If, for any reason (including if the applicable Offeror chooses to do so), acceptance for purchase of, or payment for, validly tendered Notes pursuant to the Offers is delayed, or the applicable Offeror is unable to accept for purchase or pay for validly tendered Notes pursuant to the Offers, then the Tender and Information Agent may, nevertheless, on behalf of the applicable Offeror, retain the tendered Notes (which may not then be withdrawn), without prejudice to the rights of the applicable Offeror as described under “—Early Tender Date; Expiration Date; Extensions; Amendments; Termination” and “—Conditions of the Offers” above and “—Withdrawal of Tenders” below, but subject to Rule 14e-1 under the Exchange Act, which requires that an offeror pay the applicable consideration offered or return the securities tendered promptly after the termination or withdrawal of a tender offer. If, for any reason (including if the applicable Offeror chooses to do so), the applicable Settlement Date is delayed, interest will continue to accrue until, but not including, such extended Settlement Date.

If any tendered Notes are not accepted for purchase for any reason pursuant to the terms and conditions of the Offers, such Notes will be credited promptly following the Expiration Date or termination of the applicable Offer to the account maintained at DTC from which they were received. Holders of Notes tendered and accepted for purchase pursuant to the Offers will be entitled to any Accrued Interest on their Notes from, and including, the last interest payment date up to, but excluding, the applicable Settlement Date, which will be payable on the applicable Settlement Date. Under no circumstances will any additional interest be payable because of any delay by DTC in the transmission of funds to the Holders of purchased Notes or otherwise.

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

The applicable Offeror reserves the right to arrange for alternate settlement mechanisms if we are required to do so for legal reasons.

### **Withdrawal of Tenders**

Tenders of Notes, as applicable, may be validly withdrawn or revoked on or prior to the Withdrawal Date but may not be validly withdrawn or revoked after such time, except as described herein or as required by applicable law. In the event of termination of any Offer, the Notes tendered pursuant to such Offer will be promptly returned to the tendering Holders.

The Notes may be validly withdrawn at any time on or prior to the Withdrawal Date but may not be validly withdrawn after such time.

For a withdrawal of tendered Notes to be effective, a properly transmitted “Request Message” through ATOP must be received prior to the Withdrawal Date by the Tender and Information Agent at its address set forth on the back cover of this Offer to Purchase. Any such notice of withdrawal must:

- specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes;
- contain the description of the aggregate principal amount represented by such Notes; and
- specify the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes.

If the Notes to be withdrawn have been delivered or otherwise identified to the Tender and Information Agent, notice of withdrawal is effective immediately upon receipt by the Tender and Information Agent of the “Request Message” through ATOP.

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

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

**Unless the Withdrawal Date is extended by the Offerors in their sole discretion, the Price Determination Date is scheduled to occur after the Withdrawal Date. Therefore, Holders who validly tendered their Notes pursuant to the Offers will not be able to validly withdraw their tendered Notes by the time the actual amount of cash that may be received by such tendering Holder will be known.**

### **Other Matters**

Tendering Holders of Notes purchased in the Offers will not be required to pay brokerage fees or commissions to the Dealer Managers, the Tender and Information Agent, the Trustee or the Offerors or to pay transfer taxes (except as indicated above in “—Transfer Taxes”) with respect to the purchase of their Notes. However, beneficial owners of Notes that are held through a broker, dealer, commercial bank or other nominee may be charged a fee by such nominee for tendering Notes on such beneficial owners’ behalf. The Offerors will pay all other charges and expenses in connection with the Offers.

All questions as to the form of documents and validity, eligibility (including time of receipt), acceptance for payment and any withdrawal of tendered Notes will be determined by the applicable Offeror in its sole discretion, and its determination will be final and binding on all Holders. The applicable Offeror reserves the absolute right to reject any and all tenders of Notes that it determines are not in proper form or for which the acceptance for payment or payment may, in the opinion of its counsel, be unlawful. The Offerors also reserve the absolute right, in their sole discretion, subject to applicable law, to waive or amend any of the conditions of the Offers or any defect or irregularity in the tender or withdrawal of Notes of any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders.

The Offerors' interpretation of the terms and conditions of the Offers will be final and binding on all Holders. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Offerors determine, unless waived by the Offerors. Tenders of Notes will not be deemed to have been made until all defects or irregularities have been waived by the Offerors or cured. None of the Offerors, the Dealer Managers, the Tender and Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

There are no appraisal or other similar statutory rights available to Holders in connection with the Offers.

We and our affiliates expressly reserve the absolute right, in our sole discretion, subject to applicable law and the indenture governing the Notes, from time to time to purchase any Notes that remain outstanding after the Expiration Date through open market purchases or privately negotiated transactions (including, one or more additional tender or exchange offers) or otherwise, on terms that may be more or less favorable to Holders of Notes than the terms of this Offer to Purchase. Any future purchases or redemptions by us or our affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we or our affiliates will choose to pursue in the future.

## CERTAIN TAX CONSEQUENCES

### **Certain U.S. Federal Income Tax Considerations**

The following is a summary of certain U.S. federal income tax considerations related to the Offers that may be relevant to a beneficial owner of Notes that is (i) a citizen or resident of the United States, (ii) a domestic corporation or (iii) otherwise subject to U.S. federal income tax on a net income basis in respect of the Notes (a “U.S. Holder”), or, in certain cases, a beneficial owner of Notes that is not a U.S. Holder (a “Non-U.S. Holder”). The summary is based on laws, regulations, rulings and decisions now in effect, all of which are subject to change or differing interpretations, possibly with retroactive effect. This discussion does not deal with special classes of Holders, such as dealers in securities or currencies, banks, financial institutions, insurance companies, tax-exempt organizations, entities classified as partnerships and the partners therein, nonresident alien individuals present in the United States for 183 days or more during the taxable year, persons holding Notes as a position in a “straddle” or conversion transaction, or as part of a “synthetic security” or other integrated financial transaction or U.S. Holders that have a functional currency other than the U.S. dollar. This discussion assumes that the Notes are held as “capital assets” within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the “Code”). The discussion does not address the alternative minimum tax, the Medicare tax on net investment income or other aspects of U.S. federal, state and local taxation that may be relevant to a Holder. Accordingly, each Holder should consult its own tax advisor with regard to the Offers and the application of U.S. federal tax laws, as well as the laws of any state, local or foreign taxing jurisdictions, to its particular situation.

#### ***Sale of the Notes***

Sales of Notes pursuant to the Offers by U.S. Holders will be taxable transactions for U.S. federal income tax purposes. We intend to treat the Early Tender Payment as additional consideration for tendering the Notes, and the remainder of this discussion assumes that such treatment will be respected. Subject to the discussion of the market discount rules set forth below, a U.S. Holder selling Notes pursuant to the Offers generally will recognize U.S. source capital gain or loss in an amount equal to the difference between the amount of cash received and the U.S. Holder’s adjusted tax basis in the Notes sold at the time of sale. A U.S. Holder’s adjusted tax basis in a Note generally will equal the amount paid therefor, increased by the amount of any market discount previously taken into account by the U.S. Holder and reduced by the amount of any amortizable bond premium previously amortized by the U.S. Holder with respect to the Notes. Any gain or loss will be long-term capital gain or loss if the U.S. Holder’s holding period for the Notes on the date of sale was more than one year. Long-term capital gains for non-corporate U.S. Holders may be eligible for reduced rates of taxation. The deductibility of capital losses by U.S. Holders is subject to limitations.

In general, market discount is the excess, if any, of the principal amount of a Note over the U.S. Holder’s 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 zero). In general, if a U.S. Holder acquired the Notes with market discount, any gain realized by a U.S. Holder on the sale of the Notes will be treated as ordinary income to the extent of the portion of the market discount that has accrued while the Notes were held by the U.S. Holder, unless the U.S. Holder has elected to include market discount in income currently as it accrues.

#### ***Non-U.S. Holders***

Other than as set forth below under “Information Reporting and Backup Withholding,” a Non-U.S. Holder will not be subject to U.S. federal income or withholding tax on the proceeds from the Offers, including amounts treated as accrued interest.

#### ***Information Reporting and Backup Withholding***

A U.S. Holder who tenders its Notes may be subject to information reporting and backup withholding unless the U.S. Holder (i) is an exempt recipient and demonstrates this fact, or (ii) provides a correct taxpayer identification number, certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements of the backup withholding rules. In order for a Non-U.S. Holder to qualify for exemption from backup withholding, the Non-U.S. Holder generally may be required to submit an IRS Form W-8BEN or W-8BEN-E or other applicable IRS Form W-8, signed under penalties of perjury, attesting to the Non-U.S. Holder’s non-U.S. status. The amount of any backup withholding will be allowed as a credit against the Holder’s federal income tax liability and may entitle the Holder to a refund, provided that the required information is furnished to the IRS in a timely manner.

## **Certain Brazilian Tax Considerations**

The following discussion is a summary of the Brazilian tax considerations relating to the tender of the Notes by an individual, entity, trust or organization that is not resident or domiciled in Brazil for purposes of Brazilian taxation (“Non-Resident Holder”). The discussion is based on the tax laws of Brazil as in effect on the date hereof which are subject to change and to differing interpretations, which may result in different tax consequences than those described below.

The information set forth below is intended to be a general discussion only and does not address all possible tax consequences relating to an investment in the Notes. Prospective investors should consult their own tax advisers as to the consequences of purchasing the Notes, including, without limitation, the consequences of the receipt of interest and the sale, redemption or repayment of the Notes.

Generally, a Non-Resident Holder is taxed in Brazil only when income is derived from Brazilian sources or gains are realized on the disposition or sale of assets located in Brazil.

### ***Payments by the Offerors***

Upon the terms and subject to the conditions set forth in this Offer to Purchase, and subject to the proration and the Acceptance Priority Procedures, the Offerors will pay the Total Consideration or Tender Consideration, as applicable, to each registered holder of Notes that are accepted for purchase pursuant to the Offers.

### ***Taxation of interest, premium or principal payments made by the Offerors***

Based on the fact that the Offerors are considered for tax purposes as companies domiciled abroad, any interest, premium (if any) or principal payments made by the Offerors in respect of the Notes in favor of Non-Resident Holders will not be subject to any withholding or deduction in respect of Brazilian income tax or any other Brazilian taxes, duties, assessments or governmental charges, provided that such payments are made with funds held by the Offerors outside of Brazil.

### ***Taxation on gains realized from sale or other disposition of the Notes***

Generally, capital gains generated outside Brazil as a result of a transfer of assets located outside Brazil between non-Brazilian residents are not subject to taxation in Brazil. On the other hand, capital gains derived from the transfer of assets located in Brazil between non-residents of Brazil, and between a non-resident of Brazil and a Brazilian resident, are subject to income tax, according to Law No. 10,833, enacted on December 29, 2003. Based on the fact that the Offerors are entities incorporated under the laws of Canada and the Cayman Islands, respectively, and the Notes are issued and registered abroad, we believe that the Notes should not fall within the definition of assets located in Brazil for purposes of Law No. 10,833; thus, capital gains realized by a Non-Resident Holder on the sale of the Notes should not be subject to taxation in Brazil.

### ***Other Brazilian taxes***

Generally, there are no inheritance, gift, succession, stamp or other similar taxes in Brazil with respect to the ownership, sale, transfer, assignment or any other disposition of any debt instrument outside Brazil (including the Notes) nor any inheritance, gift or succession tax applicable to the ownership, transfer or disposition of the Notes, except for gift and inheritance taxes imposed in some states of Brazil on gifts and bequests by individuals or entities not domiciled or residing in Brazil to individuals or entities domiciled or residing within such Brazilian states.

## **Certain Canadian Tax Considerations**

The following is a summary of the principal Canadian federal income tax considerations generally applicable to a beneficial owner of Notes who, at all relevant times for purposes of the Income Tax Act (Canada) (the “Tax Act”): (i) is entitled to all payments under the Notes, (ii) deals at arm’s length with the applicable Offeror, and is not affiliated with the applicable Offeror; and (iii) holds the Notes as capital property (a “Noteholder”). Generally, the Notes will be considered to be capital property to a Noteholder provided that the Noteholder does not hold the Notes in the course of carrying on a business or as part of an adventure or concern in the nature of trade. Certain Noteholders who are resident in Canada for purposes of the Tax Act and whose Vale Canada 7.20% Debentures due 2032 (the “2032 Notes”) might

not otherwise qualify as capital property may, in certain circumstances, be entitled to make an irrevocable election pursuant to subsection 39(4) of the Tax Act the effect of which is to deem the 2032 Notes and every other “Canadian security” (as defined in the Tax Act) owned by such Noteholder in the taxation year of the election and all subsequent taxation years to be capital property.

This summary does not apply to a holder of a Note: (i) that is a “financial institution” within the meaning of section 142.2 of the Tax Act; (ii) that reports its “Canadian tax results” within the meaning of the Tax Act in a currency other than Canadian currency; (iii) an interest in which is a “tax shelter investment” for the purposes of the Tax Act; or (iv) that has entered into, or will enter into, a “derivative forward agreement” within the meaning of the Tax Act with respect to a Note. Such holders should consult their own tax advisors.

This summary is based upon the current provisions of the Tax Act and counsel’s understanding of the current administrative policies and practices of the Canada Revenue Agency (the “CRA”) made publicly available prior to the date hereof. This summary also takes into account all specific proposals to amend the Tax Act and the regulations thereunder that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the “Tax Proposals”), and assumes that all such Tax Proposals will be enacted in the form proposed. No assurance can be given that the Tax Proposals will be enacted as proposed or at all. This summary does not otherwise take into account or anticipate any changes in law or in the administrative policies or practices of the CRA, whether by legislative, governmental or judicial action, nor does it take into account any other federal or any provincial, territorial or foreign tax considerations.

This summary is of a general nature only, is not exhaustive of all Canadian federal income tax consequences and is not intended to be, nor should it be construed as, legal or tax advice to any particular holder of Notes. Holders of Notes are urged to consult their own tax advisors concerning the tax consequences to them of the Offer having regard to their own particular circumstances.

### ***Foreign Currency***

Generally, for purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of a Note must be converted into Canadian dollars using the rate of exchange quoted by the Bank of Canada on the date such amounts arose, or such other rate of exchange as is acceptable to the CRA. As a result, a Noteholder may realize a capital gain or a capital loss on the disposition of a Note by virtue of fluctuations in the Canadian dollar/United States dollar exchange rate.

### ***Residents of Canada***

This portion of the summary is applicable to a Noteholder that, at all relevant times for purposes of the Tax Act, is (or is deemed to be) resident in Canada (a “Resident Noteholder”).

On a disposition of a Note by a Resident Noteholder pursuant to the Offer, the Resident Noteholder will generally be required to include in computing its income for the taxation year in which the disposition occurs an amount equal to the interest that has accrued on the Note to the date of the disposition to the extent that such amount was not otherwise included in computing the Resident Noteholder’s income for that taxation year or a preceding taxation year.

Any premium paid by an Offeror to a Resident Noteholder because of the redemption or repurchase of a Note before its maturity will generally be deemed to be interest received by the Resident Noteholder at the time of the payment to the extent that it can reasonably be considered to relate to, and does not exceed the value at that time of, the interest that would have been paid or payable by the Offeror on the Note for a taxation year of the Offeror ending after that time. Such interest will be required to be included in computing the Resident Noteholder’s income except to the extent that such interest was otherwise included in computing the Resident Noteholder’s income for a preceding taxation year.

In addition, on a disposition of a Note pursuant to the Offer, a Resident Noteholder will realize a capital gain (or a capital loss) to the extent that the proceeds of disposition of the Note, net of any amount included in the Resident Noteholder’s income as interest as well as any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of the Note to the Resident Noteholder immediately before the disposition. Generally, a Resident Noteholder’s adjusted cost base of a Note will include any amount paid to acquire the Note.

A Resident Noteholder will generally be required to include in computing its income for a taxation year one half



of the amount of any capital gain (a “taxable capital gain”) realized by the Resident Noteholder in that taxation year. Subject to and in accordance with the provisions of the Tax Act, a Resident Noteholder will generally be required to deduct one half of the amount of any capital loss (an “allowable capital loss”) realized by the Resident Noteholder in a taxation year from taxable capital gains realized by the Resident Noteholder in that taxation year. Allowable capital losses in excess of taxable capital gains realized by a Resident Noteholder in a particular taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized by the Resident Noteholder in any such taxation year, subject to and in accordance with the detailed rules contained in the Tax Act.

Capital gains realized by a Resident Noteholder that is an individual (other than certain trusts) may increase the Resident Noteholder’s liability for alternative minimum tax.

A Resident Noteholder that is a “Canadian-controlled private corporation” (as defined in the Tax Act) throughout a taxation year may be liable to pay an additional refundable tax on its “aggregate investment income” (as defined in the Tax Act) for the taxation year, including interest income and taxable capital gains.

### ***Non Residents of Canada***

This portion of the summary is applicable to a Noteholder of 2032 Notes who, at all relevant times, for purposes of the Tax Act and any applicable tax treaty or convention: (i) is neither resident nor deemed to be resident in Canada; and (ii) does not and is not deemed to use or hold the Notes in carrying on business in Canada (a “Non Resident Noteholder”). Special rules, which are not discussed in this summary, may apply to a holder not resident in Canada that is an insurer that carries on business in Canada and elsewhere.

The following portion of this summary is also not applicable to a Non Resident Noteholder (and, where such Non Resident Noteholder is a partnership, the partnership and each person who has a direct or indirect interest in the partnership) that is at any time a “specified shareholder” (as defined in subsection 18(5) of the Tax Act) of Vale Canada or that at any time does not deal at arm’s length for purposes of the Tax Act with a “specified shareholder” of Vale Canada. Generally, for this purpose, a “specified shareholder” is a person that owns, has a right to acquire or is otherwise deemed to own, either alone or together with persons with whom such person does not deal at arm’s length for purposes of the Tax Act, shares of Vale Canada’s capital stock that either (i) give the holders of such shares 25% or more of the votes that could be cast at an annual meeting of the shareholders or (ii) have a fair market value of 25% or more of the fair market value of all of the issued and outstanding shares of Vale Canada’s capital stock. Non Resident Noteholders in such situations should consult and rely upon their own tax advisors.

A Non Resident Noteholder will not be subject to Canadian withholding tax under the Tax Act in respect of amounts paid or credited by Vale Canada as, on account or in lieu of payment of, or in satisfaction of, interest, principal or premium on the 2032 Notes.

A Non Resident Noteholder will not be subject to tax under the Tax Act in respect of any capital gain realized by such Non Resident Noteholder on a disposition of a 2032 Note pursuant to the Offer.

### **Certain Cayman Tax Considerations**

The Cayman Islands currently have no exchange control restrictions and no income, corporate or capital gains tax, estate duty, inheritance tax, gift tax or withholding tax applicable to Vale Overseas or any holder of Notes. Accordingly, payment for the Notes will not be subject to taxation in the Cayman Islands, no Cayman Islands withholding tax will be required on such payments to any holder of a note and gains derived from the sale of Notes will not be subject to Cayman Islands capital gains tax. The Cayman Islands does not have an income tax treaty arrangement with the United States or any other country that is applicable to any payments made to or by Vale Overseas; however, the Cayman Islands has entered into a tax information exchange agreement with the United States and other jurisdictions.

Vale Overseas has received an undertaking dated April 24, 2001 from the Financial Secretary of the Cayman Islands that, in accordance with section 6 of the Tax Concession Law (2018 Revision) of the Cayman Islands, for a period of 30 years from the date of the undertaking, no law which is enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to Vale Overseas or its operations and, in addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable (i) on or in respect of the shares, debentures or other obligations of Vale Overseas or (ii) by way of the withholding in whole or in part of a payment of dividend or other distribution of income or capital by Vale Overseas to

its members or a payment of principal or interest or other sums due under a debenture or other obligation of Vale Overseas.

No stamp duties or similar taxes or charges are payable under the laws of the Cayman Islands in respect of the execution and issue of the Notes unless they are executed in or brought within (for example, for the purposes of enforcement) the jurisdiction of the Cayman Islands, in which case stamp duty of 0.25% of the face amount thereof may be payable on each note (up to a maximum of 250 Cayman Islands dollars ("CI\$") (US\$312.50)) unless stamp duty of CI\$500 (US\$625.00) has been paid in respect of the entire issue of Notes.

The above conversions of Cayman Islands dollars to U.S. dollars have been made on the basis of US\$1.25 = CI\$1.00.

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

### **The Dealer Managers**

We have retained Banco Bradesco BBI S.A., Itau BBA USA Securities, Inc., J.P. Morgan Securities LLC, Santander Investment Securities Inc. and Scotia Capital (USA) Inc. to serve as the Dealer Managers in connection with the Offers. We will pay the Dealer Managers a customary fee for their services and reimburse the Dealer Managers for their reasonable out-of-pocket expenses. We have agreed to indemnify the Dealer Managers and their respective affiliates against certain liabilities in connection with their services, including liabilities under the federal securities laws. In the ordinary course of their business, the Dealer Managers and their affiliates have provided, and may in the future provide, commercial and/or investment banking and financial advisory services to the Offerors and their affiliates, for which they have in the past received, and may in the future receive, customary compensation from the Offerors and their affiliates.

At any given time, the Dealer Managers and their affiliates may trade the Notes or other of our securities for their accounts or for the accounts of their customers and, accordingly, may hold a long or short position in the Notes. The Dealer Managers and their affiliates may also tender Notes pursuant to the Offers that they may hold or acquire, but are under no obligation to do so.

The Dealer Managers may contact Holders by mail, telephone, facsimile transmission, personal interviews and otherwise may request broker dealers and the other nominee holders to forward materials relating to the Offers to beneficial holders. Questions regarding the terms of the Offers may be directed to the Dealer Managers at their addresses and telephone numbers listed on the back cover of this Offer to Purchase.

### **The Tender and Information Agent**

D.F. King is acting as the Tender and Information Agent for the Offers. All deliveries, correspondence and questions sent or presented to the Tender and Information Agent relating to the Offers should be directed to its address or telephone numbers set forth on the back cover of this Offer to Purchase.

We will pay the Tender and Information Agent reasonable and customary compensation for its services in connection with the Offers, plus reimbursement for out-of-pocket expenses. We will indemnify the Tender and Information Agent against certain liabilities and expenses in connection therewith, including liabilities under the federal securities laws.

Questions regarding the procedures for tendering Notes and requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent at its address and telephone number set forth on the back cover of the Offer to Purchase.

The Tender and Information Agent assumes no responsibility for the accuracy or completeness of the information concerning the Offers or us contained in, or incorporated by reference into, this Offer to Purchase or for any failure by us to disclose events that may have occurred and may affect the significance or accuracy of such information.

### **Solicitation**

Directors, officers and regular employees of us and/or our affiliates (who will not be specifically compensated for such services), the Tender and Information Agent and the Dealer Managers may contact Holders by mail, telephone, or facsimile regarding the Offers and may request brokers, dealers, commercial banks, trust companies and other nominees to forward this Offer to Purchase and related materials to beneficial owners of Notes.

## **FEES AND EXPENSES**

Tendering Holders of Notes purchased in the Offers will not be required to pay brokerage fees or commissions to the Dealer Managers, the Tender and Information Agent, or the Trustee or us or to pay transfer taxes with respect to the purchase of their Notes. However, beneficial owners of Notes that are held through a broker, dealer, commercial bank or other nominee may be charged a fee by such broker, dealer, commercial bank or other nominee for tendering Notes on such beneficial owners' behalf.

Brokers, dealers, commercial banks and trust companies will be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding material to their customers. We will not pay any fees or commissions to any broker, dealer or other person (other than the Dealer Managers and the Tender and Information Agent) in connection with the solicitation of tenders of Notes pursuant to the Offers.

## MISCELLANEOUS

We are not aware of any jurisdiction where the making of the Offers is not in compliance with the laws of such jurisdiction. If we become aware of any jurisdiction where the making of the Offers would not be in compliance with such laws, we will make a good faith effort to comply with any such laws or seek to have such laws declared inapplicable to the Offers. If, after such good faith effort, we cannot comply with any such applicable laws, the Offers will not be made to (nor will tenders be accepted from or on behalf of) Holders residing in such jurisdiction.

None of the Dealer Managers, the Tender and Information Agent nor any of their respective directors, employees or affiliates assume any responsibility for the accuracy or completeness of the information concerning the Offers, the Offerors or any of their affiliates contained in this Offer to Purchase or for any failure by the Offerors to disclose events that may have occurred and may affect the significance or accuracy of such information.

No person has been authorized to give any information or make any representation on behalf of the Offerors that is not contained in this Offer to Purchase and, if given or made, such information or representation must not be relied upon as having been authorized by us, the Dealer Managers, the Tender and Information Agent or the Trustee.

None of the Offerors, the Dealer Managers, the Trustee, the Tender and Information Agent nor any of their respective affiliates makes any representation to any Holder as to whether or not to tender Notes. Holders must make their own decision as to whether to tender Notes.

## Schedule A

### Formula for Determining Total Consideration and Accrued Interest

YLD	=	The Repurchase Yield expressed as a decimal number.
CPN	=	The contractual annual rate of interest payable on a Note expressed as a decimal number.
N	=	The number of scheduled semi-annual interest payments from, but not including, the applicable Final Settlement Date (or Early Settlement Date, if applicable) to, and including, the applicable maturity date.
S	=	The number of days from and including the semi-annual interest payment date immediately preceding the applicable Final Settlement Date (or Early Settlement Date, if applicable) up to, but not including, such Final Settlement Date (or Early Settlement Date, if applicable). The number of days is computed using the 30/360 day-count method.
Exp	=	Exponentiate. The term to the left of “exp” is raised to the power indicated by the term to the right of “exp.”
$\sum_{k=1}^n$	=	Summate. The term in the brackets to the right of the summation symbol is separately calculated “N” times (substituting for “K” in that term each whole number between 1 and N, inclusive), and the separate calculations are then added together.
Accrued Interest	=	$\$1,000(CPN)(S/360)$
Total Consideration	=	The price per \$1,000 principal amount of a Note (excluding Accrued Interest). A tendering Holder will receive a total amount per \$1,000 principal amount (rounded to the nearest cent) equal to the Total Consideration plus Accrued Interest.

Formula for Total Consideration =

$$\left[ \frac{\$1,000}{(1 + YLD/2) \exp \left( N - \left( \frac{S}{180} \right) \right)} \right] + \sum_{k=1}^n \left[ \frac{\$1,000 (CPN/2)}{(1 + YLD/2) \exp \left( k - \frac{S}{180} \right)} \right] - \$1,000(CPN)(S/360)$$

Tender Consideration = Total Consideration – Early Tender Payment

To obtain additional copies of the Offer to Purchase, please contact the Information Agent.

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

**D.F. King & Co., Inc.**  
48 Wall Street, 22nd Floor  
New York, New York 10005  
E-mail: [vale@dfking.com](mailto:vale@dfking.com)

Banks and Brokers call: +1 (212) 269-5550  
All others call toll free (U.S. only): +1 (866) 406-2283

***By Mail:***  
48 Wall Street, 22nd Floor  
New York, New York 10005

***By Overnight Courier:***  
48 Wall Street, 22nd Floor  
New York, New York 10005

***By Hand:***  
48 Wall Street, 22nd Floor  
New York, New York 10005

*Any questions or requests for assistance or additional copies of this Offer to Purchase may be directed to the Tender and Information Agent at its telephone number or address set forth above. Any questions related to the terms of the Offers may be directed to the Dealer Managers.*

*You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offers.*

*The Dealer Managers for the Offers are:*

**Banco Bradesco BBI S.A.**  
Av. Brigadeiro Faria Lima, 3950, 10th Floor  
São Paulo, SP – 04538-132  
Brazil  
Attention: International Fixed Income Department  
Collect: +1 (646) 432-6643

**Itau BBA USA Securities, Inc.**  
540 Madison Ave, 24th Floor  
New York, New York 10022  
Attn: Debt Capital Markets  
Collect: +1 (212) 710-6749

**J.P. Morgan Securities LLC**  
383 Madison Avenue  
New York, New York 10179  
Attention: Latin American DCM  
Toll Free: +1 (866) 834-4666  
Collect: +1 (212) 834-3424

**Santander Investment Securities Inc.**  
45 East 53rd Street, 5th floor  
New York, New York 10022  
Attention: Liability Management Group  
Toll Free: +1 (855) 404-3636  
Collect: +1 (212) 940-1442

**Scotia Capital (USA) Inc.**  
250 Vesey Street  
New York, New York 10281  
Attention: Debt Capital Markets  
Toll-Free: +1 (800) 372-3930  
Collect: +1 (212) 225-5559