

**OFFER TO PURCHASE**  
**BANCO NACIONAL DE DESENVOLVIMENTO ECONÔMICO E SOCIAL**  
**– BNDES**

**Offer to Purchase for Cash Relating to**  
**any and all of its outstanding**  
**4.000% Notes due 2019**  
**and**  
**4.750% Green Notes due 2024**

THE TENDER OFFERS (AS DEFINED BELOW) WILL EACH EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON SEPTEMBER 14, 2018 (SUCH TIME AND DATE, AS THEY MAY BE EXTENDED, THE "EXPIRATION TIME") UNLESS EARLIER TERMINATED. TO BE ELIGIBLE TO RECEIVE THE APPLICABLE TENDER OFFER CONSIDERATION (AS DEFINED BELOW), HOLDERS (AS DEFINED BELOW) MUST VALIDLY TENDER, AND NOT VALIDLY WITHDRAW, THEIR NOTES (AS DEFINED BELOW) BEFORE THE EXPIRATION TIME. NOTES THAT HAVE BEEN VALIDLY TENDERED PURSUANT TO THE TENDER OFFERS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE WITHDRAWAL DEADLINE (AS DEFINED BELOW), BUT NOT THEREAFTER.

**2019 Notes Tender Offer**

Banco Nacional de Desenvolvimento Econômico e Social – BNDES (the "Offeror", "BNDES", "we" or "us"), a wholly-owned governmental company incorporated under the laws of the Federative Republic of Brazil, offers to purchase for cash any and all of the outstanding 4.000% Notes due 2019 (the "2019 Notes") from the holders thereof (the "2019 Holders"), on the terms and subject to the conditions set forth in this Offer to Purchase and in the related Notice of Guaranteed Delivery (the "Notice of Guaranteed Delivery") in each case as amended or supplemented from time to time (such offer, the "2019 Notes Tender Offer"), for the consideration described below.

**2024 Notes Tender Offer**

The Offeror offers to purchase for cash any and all of the outstanding 4.750% Green Notes due 2024 (the "2024 Notes" and, together with the 2019 Notes, the "Notes") from the holders thereof (the "2024 Holders" and, together with the 2019 Holders, the "Holders"), on the terms and subject to the conditions set forth in this Offer to Purchase and in the Notice of Guaranteed Delivery, in each case as amended or supplemented from time to time (such offer, the "2024 Notes Tender Offer" and, together with the 2019 Notes Tender Offer, the "Tender Offers" and each a "Tender Offer"), for the consideration described below.

The following table summarizes the key economic terms of the Tender Offers:

CUSIP No. / ISIN	Title of Security	Aggregate Principal Amount Outstanding	Acceptance Limit	Tender Offer Consideration ("Tender Offer Consideration") <sup>(1)</sup>
059614 AN7 / US059614AN72 P14486 AK3 / USP14486AK37	4.000% Notes due 2019	U.S.\$643,778,000	Any and All	U.S.\$1,000
059614 AP2 / US059614AP21 P14486 AM9 / USP14486AM92	4.750% Notes due 2024	U.S.\$1,000,000,000	Any and All	U.S.\$957

(1) Per U.S.\$1,000 principal amount of Notes. Plus accrued and unpaid interest up to but not including the applicable Payment Date.

*The Dealer Managers for the Tender Offers are:*

**Citigroup**

**Santander**

September 10, 2018

## IMPORTANT INFORMATION

Any Notes that have been tendered may be validly withdrawn at or before the Expiration Time, but not thereafter (unless otherwise required by applicable law), by following the procedures described in this Offer to Purchase and the Notice of Guaranteed Delivery. Tenders of Notes may not be withdrawn or revoked after the Expiration Time, unless otherwise required by applicable law. If a Tender Offer is terminated without Notes being purchased, any Notes tendered pursuant to the applicable Tender Offer will be returned promptly to the tendering Holders and the applicable Tender Offer Consideration will not be paid or become payable.

If by the Expiration Time, the conditions to a Tender Offer have been satisfied or waived, promptly and in any event within five (5) Business Days thereafter (the "Payment Date"), we will accept for purchase and pay for all Notes validly tendered and not validly withdrawn before the Expiration Time. The amount we will pay for the Notes accepted for purchase on the Payment Date will be the sum of (i) the applicable Tender Offer Consideration plus (ii) the accrued and unpaid interest on the applicable Notes from the last interest payment date preceding the Payment Date to, but not including, the Payment Date.

We will pay for the Notes accepted for purchase through the facilities of The Depository Trust Company ("DTC") in immediately available (same-day) funds. Under no circumstances will any interest be payable because of any delay in the transmission of funds by DTC to Holders.

Our obligations to accept for purchase and to pay for Notes validly tendered and not validly withdrawn pursuant to the Tender Offers are conditioned upon the satisfaction or waiver of certain conditions, which are described below under "The Tender Offers—Conditions to the Tender Offers."

We reserve the right, subject to applicable law, in our sole discretion, to waive any of the conditions to the Tender Offers, in whole or in part, at any time and from time to time. We also reserve the right, subject to applicable law, in our sole discretion, (i) to extend, terminate or withdraw the Tender Offers at any time and (ii) otherwise to amend the Tender Offers in any respect that is not materially adverse to the Holders without also extending the right to Holders to withdraw previously tendered Notes. The foregoing rights are in addition to the right to delay acceptance for purchase of Notes tendered pursuant to the Tender Offers or the payment for Notes accepted for purchase pursuant to the Tender Offers in order to comply with any applicable law, subject to our obligations under 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 tendered Notes promptly after the termination or withdrawal of the Tender Offers.

As used in this Offer to Purchase, all references to "U.S.\$" refer to U.S. dollars.

As used in this Offer to Purchase, all references to "Business Day" refer to any day, other than Saturday, Sunday or a federal holiday in the United States, and which shall consist of the time period from midnight through 11:59 p.m., New York City time.

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D. F. King & Co. Inc. is acting as the Information Agent (the "Information Agent") and as the Tender Agent (the "Tender Agent") for the Tender Offers. Citigroup Global Markets Inc. and Santander Investment Securities Inc. (the "Dealer Managers") are acting as the dealer managers for the Tender Offers. Requests for additional copies of this Offer to Purchase, the Notice of Guaranteed Delivery or the related documents (the "Offer Documents") should be directed to the Information Agent, at the addresses and telephone numbers set forth on the back cover page of this Offer to Purchase.

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NO DEALER OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS WITH RESPECT TO THE TENDER OFFERS, OTHER THAN THOSE

CONTAINED IN THIS OFFER TO PURCHASE. IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MAY NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE OFFEROR.

NONE OF THE TENDER OFFERS CONSTITUTE AN OFFER TO BUY OR A SOLICITATION OF AN OFFER TO SELL ANY SECURITIES IN ANY JURISDICTION WHERE IT WOULD BE UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION.

This Offer to Purchase has not been filed with or reviewed by the United States Securities and Exchange Commission (the "SEC") or any other securities commission or regulator, nor has the SEC or any such commission or regulator passed upon the accuracy or adequacy of this Offer to Purchase or any of the other documents delivered herewith. Any representation to the contrary is unlawful and may be a criminal offense.

None of the Offeror, the Dealer Managers, the Information Agent and Tender Agent, the Trustee (as defined below) or any of their respective affiliates makes any recommendation as to whether Holders should tender Notes. You should not construe the contents of this Offer to Purchase and the Notice of Guaranteed Delivery as legal, business or tax advice. You should consult your own attorney, business advisor and tax advisor as to the legal, business, tax and related matters concerning the Tender Offers.

The statements contained herein are made as of the date hereof, and the delivery of this Offer to Purchase, the Notice of Guaranteed Delivery and the purchase of the Notes pursuant to the Tender Offers will not, under any circumstances, create any implication that the information contained herein is correct at any time subsequent to the date hereof.

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## **HOW TO TENDER NOTES**

We have been advised that all the outstanding Notes are held in book-entry form, through the facilities of DTC, for the accounts of its direct and indirect participants. If you want to tender some or all of your Notes on your own behalf or on behalf of a client in respect of those same Notes, you must tender those Notes electronically through DTC's Automated Tender Offer Program ("ATOP") system in accordance with the requirements of that system. In order for your tender to be valid, all required procedures must be completed before the Expiration Time. In order for you or your client (as applicable) to be eligible to receive the Tender Offer Consideration, all required procedures must be completed before the Expiration Time.

We intend to permit tenders of Notes by guaranteed delivery procedures, subject to the procedures outlined in this Offer to Purchase. See "The Tender Offers—How to Tender" for more information about the procedures for tendering your Notes.

## IMPORTANT DATES

We expect that the key timing components of the Tender Offers will be as follows:

Commencement	Before 10:00 a.m., New York City time, on September 10, 2018.	The Tender Offer begins. The Offeror simultaneously announces the Tender Offers via a press release to news media in accordance with applicable law.
Withdrawal Deadline	5:00 p.m., New York City time, on September 14, 2018, unless extended by the Offeror in its sole discretion or as otherwise required by applicable law.	The deadline for Holders to withdraw any tendered Notes.
Expiration Time	5:00 p.m., New York City time, on September 14, 2018, unless extended by the Offeror in its sole discretion or as otherwise required by applicable law.	The deadline for Holders to tender Notes or to withdraw any tendered Notes.
Payment Date	Promptly after the acceptance by the Offeror for purchase of Notes validly tendered before the Expiration Time. The Offeror expects that this date will be promptly and in any event within 5 (five) Business Days following the Expiration Time which will be September 21, 2018, unless the Expiration Time is extended by the Offeror in its sole discretion.	The day the Offeror deposits, through the Principal Paying Agent, with DTC the aggregate Tender Offer Consideration for the Notes that are validly tendered and not validly withdrawn before the Expiration Time, plus accrued and unpaid interest on such Notes from and including the last interest payment date for the Notes to, but not including, the Payment Date.
Guaranteed Delivery Date	5:00 p.m., New York City time, on the second Business Day after the Expiration Time.  The Guaranteed Delivery Date is expected to be 5:00 p.m., New York City time, on September 18, 2018.	The deadline for Holders to validly tender Notes, if any, pursuant to the Guaranteed Delivery Procedure.

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## FORWARD-LOOKING STATEMENTS

This Offer to Purchase contains certain forward-looking statements that are based on the Offeror's current expectations, estimates and projections. All statements other than statements of historical facts, including, without limitation, any statements preceded by words such as "*anticipate*," "*believe*," "*intend*," "*estimate*," "*expect*," "*plan*," "*seek*," "*will*," "*shall*," "*may*," "*aim*," "*predict*," "*should*," "*continue*," variations of these words, and similar expressions are intended to identify these forward-looking statements, but are not the exclusive means of identifying such statements. These statements involve a number of risks, uncertainties and assumptions that may cause actual results to differ materially from current expectations, estimates, projections, and forecasts, and from past results.

No assurance can be made that any expectation, estimate or projection contained in a forward-looking statement will be achieved or will not be affected by, among others, the factors described under "Certain Considerations" in this Offer to Purchase, or other future events. You are cautioned not to place undue reliance on such statements, which speak only as of the date of this Offer to Purchase. Neither the Offeror nor any of its affiliates assumes any responsibility or obligation to release publicly any revisions to forward-looking statements as the result of subsequent events or developments, except as required by applicable law.

## SUMMARY

*The information presented below is only a summary. You are urged to read carefully, in its entirety, each of this Offer to Purchase and the Notice of Guaranteed Delivery.*

<b>Offeror</b>	Banco Nacional de Desenvolvimento Econômico e Social – BNDES, a wholly-owned governmental company incorporated under the laws of the Federative Republic of Brazil.
<b>Notes</b>	<p>4.000% Notes due 2019, CUSIP No. 059614 AN7 / ISIN US059614AN72 and CUSIP No. P14486 AK3 / ISIN USP14486AK37. Of the originally issued U.S.\$1,000,000,000 aggregate principal amount of 2019 Notes, U.S.\$643,778,000 remain outstanding.</p> <p>4.750% Green Notes due 2024, CUSIP No. 059614 AP2 / ISIN US059614AP21 and CUSIP No. P14486 AM9 / ISIN USP14486AM92. Of the originally issued U.S.\$1,000,000,000 aggregate principal amount of 2024 Notes, all remain outstanding.</p>
<b>Tender Offers</b>	Upon the terms and subject to the conditions set forth in this Offer to Purchase and the Notice of Guaranteed Delivery, the Offeror is offering to purchase for cash any and all of the outstanding Notes.
<b>2019 Notes Tender Offer Consideration</b>	U.S.\$1,000, plus accrued and unpaid interest on the tendered 2019 Notes to but not including the Payment Date.
<b>2024 Notes Tender Offer Consideration</b>	U.S.\$957, plus accrued and unpaid interest on the tendered 2024 Notes to but not including the Payment Date.
<b>Accrued and Unpaid Interest</b>	For Notes that are validly tendered and not subsequently validly withdrawn, accrued and unpaid interest on the Notes from the last interest payment date preceding the Payment Date to, but not including, the Payment Date.
<b>Expiration Time</b>	5:00 p.m., New York City time, on September 14, 2018, unless extended by the Offeror in its sole discretion or as otherwise required by applicable law.
<b>Payment Date</b>	Promptly and in any event within five (5) Business Days following the Expiration Time which will be September 21, 2018, unless the Tender Offers are extended by the Offeror in its sole discretion.
<b>Guaranteed Delivery Date</b>	<p>The “Guaranteed Delivery Date” is the deadline for Holders to validly tender Notes, if any, pursuant to the Guaranteed Delivery Procedure, at 5:00 p.m., New York City time, on the second Business Day after the Expiration Time.</p> <p>The Guaranteed Delivery Date is expected to be 5:00 p.m., New York City time, on September 18, 2018.</p>
<b>Purpose of the Tender Offers</b>	The purpose of the Tender Offers is to acquire the Notes for liability management purposes.
<b>Conditions</b>	The obligation of the Offeror to accept and pay for tendered Notes is subject to certain conditions. See “The Tender Offers—Conditions to the

Tender Offers.”

**Withdrawal of Tenders**

Any Notes that have been tendered may be validly withdrawn at or before the Withdrawal Deadline (as it may be extended), but not thereafter (unless otherwise required by applicable law), by following the procedures described herein.

**Certain Tax Consequences**

See “Tax Considerations” and the other information in this Offer to Purchase for a discussion of certain tax consequences of the Tender Offers.

**The Dealer Managers**

Citigroup Global Markets Inc. and Santander Investment Securities Inc.

**The Tender and Information Agent**

D. F. King & Co. Inc.

**The Trustee**

The Bank of New York Mellon

**Principal Paying Agent**

The Bank of New York Mellon Trust (Japan), Ltd.

**No Recommendation as to whether to Tender Notes**

None of the Offeror, the Dealer Managers, the Information Agent and Tender Agent, the Trustee or any of their respective affiliates makes any recommendation as to whether Holders should tender Notes.

## **BNDES**

BNDES is Brazil's national bank for economic and social development and is wholly-owned by the Brazilian Government. As the main instrument for the execution of the Brazilian Government's investment policies, BNDES provides support, either directly or through its subsidiary companies, for programmes, projects, works and services that are intended to promote the economic and social development of Brazil. BNDES is the primary domestic source of long-term financing in the Brazilian economy, with a special emphasis on private sector investment projects and infrastructure projects. Its operations have evolved during its history to adapt to changing socio-economic challenges in Brazil, and include support for exports, technological innovation, sustainable socio-environmental development and the modernization of public administration.

Under Brazilian law, BNDES, as a company wholly-owned by the federal government, is part of the Brazilian Government's indirect (decentralized) public administration, and must therefore comply with all relevant rules that apply to the public administration. In addition, like all other government-owned companies, BNDES remains subject to the regulations that apply to private companies concerning civil and commercial obligations, taxation and labour relations, as set forth in the Brazilian Federal Constitution. As a financial institution, BNDES is also required to comply with regulations issued by the National Monetary Council (CMN) and the Brazilian Central Bank.

BNDES was established in 1952 as an autonomous institution (*autarquia*). A statute enacted in 1971 changed its legal status to a wholly-owned federal government company (*empresa pública federal*) and provided that its legal status may be changed, in the future, to a mixed capital company (*sociedade de economia mista*) by a decree of the Executive Branch. Law No. 13,341 of 29 September 2016, which reorganised the structure of Brazil's executive branch, removed BNDES from the regulatory supervision of the Ministry of Development, Industry and Foreign Trade (*Ministério do Desenvolvimento, Indústria, e Comércio Exterior*) and placed it under the regulatory supervision of the Ministry of Planning, Development and Management (*Ministério do Planejamento, Desenvolvimento e Gestão*).

The legal domicile of BNDES is in Brasília, Federal District, Brazil, and its head office is located at Ave. Republica do Chile 100, 20031-917 Rio de Janeiro, State of Rio de Janeiro, Brazil. BNDES maintains regional offices in São Paulo and Recife.

## **CERTAIN CONSIDERATIONS**

*In considering whether to tender Notes, Holders should carefully consider the matters discussed below, as well as the other information contained in this Offer to Purchase.*

### **Potential Effect on Market for Notes Not Tendered**

To the extent that Notes are tendered and accepted for purchase in the Tender Offers, the trading activity in the Notes that remain outstanding thereafter will become more limited than the current trading activity in the Notes. A debt security with a smaller outstanding aggregate principal amount available for trading (a smaller “float”) may command a lower price than would a comparable debt security with a greater float. Therefore, the market price for Notes not tendered and accepted for purchase may be affected adversely to the extent the amount of Notes tendered and accepted for purchase pursuant to the Tender Offers reduces the liquidity of the Notes. The reduced liquidity may make the trading price more volatile. There can be no assurance that any trading market will exist for Notes following the consummation of the Tender Offers. The extent of the market for Notes following consummation of the Tender Offers will depend upon the number of Holders that remain at such time, the interest on the part of securities firms in maintaining a market in the Notes and other factors. To the extent a market continues to exist for the Notes following consummation of the Tender Offers, the Notes may trade at a discount compared to present trading prices depending on prevailing interest rates, the market for debt instruments with similar credit features, the Offeror’s operating and financial performance and other factors. Although the reduction in the consolidated indebtedness of the Offeror that is expected to occur following the consummation of the Tender Offers could have a positive effect on the value of the Notes, any such positive effect caused by this reduction in indebtedness may not be sufficient to compensate for any negative effect caused by the potential loss of liquidity referred to above.

### **The Consummation of the Tender Offers is Subject to Satisfaction of Certain Conditions**

The consummation of the Tender Offers is subject to satisfaction of certain conditions. These conditions are described in more detail under “The Tender Offers—Conditions to the Tender Offers.” There can be no assurance that the conditions will be satisfied or waived. Also, subject to applicable law, we may, in our sole discretion, extend, amend or terminate the Tender Offers at any time.

### **There is Limited Ability to Withdraw Tendered Notes**

Tenders of Notes may be validly withdrawn at any time at or before the Withdrawal Deadline, but not thereafter, unless otherwise required by applicable law. In addition, we may, in our sole discretion subject to applicable law, extend the Expiration Time, in which case the payment of the applicable Tender Offer Consideration will not be made on the scheduled Payment Date, which payment additionally would depend on the satisfaction or waiver of the conditions to the Tender Offers. Therefore, Holders that tender Notes at or before the Expiration Time could be forced to wait for an extended period of time before receiving payment. Also, subject to applicable law, we may extend the Expiration Time without extending the Withdrawal Deadline, in which case Holders may not have the ability to withdraw or trade tendered Notes during that time. Therefore, unless we extend the Withdrawal Deadline or reinstate withdrawal rights at a later time, or as otherwise required by applicable law, Notes tendered after the scheduled Withdrawal Deadline may not be withdrawn, and Holders that tender such Notes could be forced to wait for an extended period of time before receiving payment for their Notes.

### **Tax Consequences of Tendering Notes**

See “Tax Considerations” for a discussion of certain income tax consequence of the Tender Offers.

### **Subsequent Repurchases or Redemptions of Notes**

From time to time after the Expiration Time or termination of the Tender Offers, we and our affiliates may acquire any Notes that are not purchased pursuant to the Tender Offers through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemptions or otherwise, upon such terms and at such prices

as we or such affiliates may determine, which may be more or less than the price to be paid pursuant to the Tender Offers and could be for cash or other consideration.

## **THE NOTES**

### **2019 Notes**

The 2019 Notes were issued by the Offeror under a Trust Deed, dated as of April 14, 2014, by and among the Offeror and the Trustee, (the "2019 Notes Trust Deed").

### **2024 Notes**

The 2024 Notes were issued by the Offeror under a Trust Deed, dated as of May 9, 2017, by and among the Offeror and the Trustee, (as supplemented, the "2024 Notes Trust Deed" and, together with the 2019 Notes Trust Deed, the "Trust Deeds").

## THE TENDER OFFERS

The Offeror hereby offers to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, any and all outstanding Notes for the consideration described below.

### **Amount Outstanding**

As of the date of this Offer to Purchase, there was (i) U.S.\$643,778,000 in aggregate principal amount of the 2019 Notes issued and outstanding, and (ii) U.S.\$1,000,000,000 in aggregate principal amount of the 2024 Notes issued and outstanding.

After completion of the Tender Offers, the Offeror's registers of noteholders will be updated to reflect the results of the Tender Offers.

### **Record Holders**

This Offer to Purchase is being sent to all Holders of record of Notes on the date of this Offer to Purchase as the Offeror is reasonably able to identify. Only Holders of record are entitled to tender Notes and receive the applicable Tender Offer Consideration, if payable, pursuant to the Tender Offers.

### **Source of Funds**

The Offeror intends to pay for Notes validly tendered and accepted for purchase by using cash on hand. Payment for Notes validly tendered and accepted for purchase will be made by Offeror's deposit of immediately available funds with, or into an account specified by, the Tender Agent, which will act as agent for the tendering Holders for the purpose of receiving payments from the Offeror and transmitting such payments to Holders.

### **Consideration**

The Tender Offer Consideration for each U.S.\$1,000 principal amount of 2019 Notes validly tendered at or prior to the Expiration Time and accepted for purchase pursuant to the 2019 Notes Tender Offer will be U.S.\$1,000, plus accrued and unpaid interest on the tendered 2019 Notes to but not including the Payment Date.

The Tender Offer Consideration for each U.S.\$1,000 principal amount of 2024 Notes validly tendered at or prior to the Expiration Time and accepted for purchase pursuant to the 2024 Notes Tender Offer will be U.S.\$957, plus accrued and unpaid interest on the tendered 2024 Notes to but not including the Payment Date.

### *Additional Amounts*

All payments of the Tender Offer Consideration and accrued and unpaid interest in respect of the validly tendered and accepted Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Brazil or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. If any such withholding or deduction is required, the Purchaser shall pay additional amounts in accordance with the Terms and Conditions of such Notes.

### *Interest*

A Holder whose Notes are accepted for purchase in the Tender Offers will no longer be entitled to payments of interest on those Notes as of the Payment Date, unless the Offeror defaults in the payment of amounts payable pursuant to the Tender Offers. All Notes not tendered or accepted for purchase shall continue to accrue interest payable to the Holders thereof.

## Conditions to the Tender Offers

Notwithstanding any other provision of any Tender Offers, and in addition to (and not in limitation of) the Offeror's rights to terminate, extend and/or amend such Tender Offer, the Offeror shall not be required to accept for purchase or pay for, and may delay the acceptance for purchase of, any tendered Notes, in each event subject to Rule 14e-1(c) under the Exchange Act (which will require the Offeror to pay the consideration offered or return the Notes deposited by or on behalf of tendering Holders promptly after the termination or withdrawal of the Tender Offers), and may terminate the Tender Offers, if any of the following have occurred:

(1) there shall have been instituted, threatened or be pending any action, proceeding or investigation (whether formal or informal), or there shall have been any material adverse development to any action or proceeding currently instituted, threatened or pending, before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Tender Offers that, in the reasonable judgment of the Offeror, either (a) is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets or liabilities of the Offeror or any of its affiliates or subsidiaries, or (b) would or might prohibit, prevent, restrict or delay consummation of the Tender Offers;

(2) an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been threatened, proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in the reasonable judgment of the Offeror, either (a) would or might prohibit, prevent, restrict or delay consummation of the Tender Offers or (b) is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets or liabilities of the Offeror or any of its affiliates or subsidiaries;

(3) there shall have occurred or be likely to occur any event affecting the business or financial affairs of the Offeror or any of its affiliates or subsidiaries that, in the reasonable judgment of the Offeror, would or might prohibit, prevent, restrict or delay consummation of the Tender Offers;

(4) there has occurred any of the following:

(a) any general suspension of, or limitation on, trading in securities on the New York Stock Exchange, the Luxembourg Stock Exchange, the Brazilian Stock Exchange, or in the over-the-counter market, whether or not mandatory;

(b) any significant adverse change in the price of the Notes in the securities or financial markets in the United States or on the Luxembourg Stock Exchange;

(c) a material impairment in the trading market for debt securities;

(d) a declaration of a banking moratorium or any suspension of payments in respect to banks in the United States, Brazil or Europe;

(e) any limitation (whether or not mandatory) by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, or other event that, in the reasonable judgment of the Offeror, might affect the extension of credit by banks or other lending institutions;

(f) a material change in United States, Brazilian or European currency exchange rate or a general suspension of, or material limitation on, the markets therefor;

(g) a commencement of a war, armed hostilities, terrorist acts or other national or international calamity directly or indirectly involving the United States, Brazil or Europe; or

(h) in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof.

The foregoing conditions are for the sole benefit of the Offeror and may be asserted by the Offeror regardless of the circumstances giving rise to any such condition (including any action or inaction by the Offeror) and may be waived by the Offeror, in whole or in part, at any time and from time to time. The failure by the Offeror at any time to exercise any of the foregoing rights will not be deemed a waiver of any other right and each right will be deemed an ongoing right that may be asserted at any time and from time to time.

Notwithstanding any other provision of the Offer, subject to applicable law the Offeror has the right, in its sole discretion, to terminate the Tender Offers at any time.

### **Extensions; Amendments; Termination**

The Offeror expressly reserves the right, at any time or from time to time, regardless of whether or not any of the events set forth in “The Tender Offers—Conditions to the Tender Offers” shall have occurred, or shall have been determined by the Offeror to have occurred, subject to applicable law, (i) to extend the period during which a Tender Offer is open or the Withdrawal Deadline, or to reinstate withdrawal rights at a later time, by giving written notice of the extension or reinstatement to the Information Agent and the Tender Agent, (ii) to amend a Tender Offer in any respect by giving written notice of the amendment to the Information Agent and the Tender Agent and, if any such amendment is materially adverse to the Holders, the right to withdraw previously tendered Notes to Holders, (iii) to terminate the Tender Offers and not accept for purchase the tendered Notes and to return all tendered Notes to tendering Holders, (iv) to waive any and all of the conditions and accept for purchase Notes that have been validly tendered prior to the Expiration Time, and (v) to assign any or all of its rights and obligations under the Tender Offers to an affiliate or designee. The Offeror may extend the Expiration Time or the Withdrawal Deadline from time to time in its sole discretion. If the Offeror extends the Expiration Time, or if, for any reason, the acceptance for purchase of, or the payment for, Notes is delayed, or if the Offeror is unable to accept Notes for purchase pursuant to the Tender Offers, then the Tender Agent may retain, on behalf of the Offeror, Notes which have been tendered, subject to Rule 14e-1 under the Exchange Act (which requires that a bidder pay the consideration offered or return the securities deposited by or on behalf of holders of securities promptly after the termination or withdrawal of a tender offer). The rights reserved by the Offeror in this paragraph are in addition to the Offeror’s rights to terminate the Tender Offers as a result of a failure to satisfy any of the conditions described under “The Tender Offers—Conditions to the Tender Offers.”

Any extension, amendment or termination of the Tender Offers will be followed as promptly as practicable by public announcement thereof, the announcement in the case of an extension of the Expiration Time to be issued no later than 9:00 a.m., New York City time, on the first Business Day after such date as previously scheduled. Without limiting the manner in which any public announcement may be made, the Offeror shall have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a press release or utilizing such other means of announcement as the Offeror deems appropriate.

### **How to Tender**

#### *General*

A defective tender of Notes, which defect is not waived by the Offeror, will not constitute valid delivery of the Notes and will not entitle the Holder thereof to be eligible to receive the applicable Tender Offer Consideration pursuant to the terms and conditions of the Tender Offers.

The tender of Notes pursuant to the Tender Offers by one of the procedures set forth below will constitute an agreement between the tendering Holder and Offeror in accordance with the terms and subject to the conditions of the Tender Offers.

Tenders of 2019 Notes and 2024 Notes pursuant to the Tender Offers may be made only in principal amounts of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof. No alternative, conditional or

contingent tenders will be accepted. 2019 Holders who tender less than all of their 2019 Notes must continue to hold 2019 Notes in the minimum authorized denomination of U.S.\$200,000 in principal amount. 2024 Holders who tender less than all of their 2024 Notes must continue to hold 2024 Notes in the minimum authorized denomination of U.S.\$200,000 in principal amount.

The Trustee has advised that all outstanding Notes are held in book-entry form through the facilities of DTC. If you want to tender some or all of your Notes, you must tender them into the Tender Offers by following the book-entry transfer procedure summarized below that is applicable to you.

To validly tender Notes prior to the Expiration Time, such Notes must be transferred pursuant to the procedures for book-entry transfer described below (and a confirmation of such transfer must be received by the Tender Agent, including an Agent's Message). The term "Agent's Message" means a message, transmitted by DTC to and received by the Tender Agent and forming a part of the book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant that the Notes are the subject of such book-entry confirmation and that such tendering participant has received and agrees to be bound by the terms of the Tender Offers as set forth in this Offer to Purchase and that the Offeror may enforce such agreement against such participant.

*Book-Entry Delivery of the Notes; Tender through ATOP.* Promptly after the date of this Offer to Purchase, the Tender Agent will establish one or more accounts with respect to the Notes at DTC for purposes of the Tender Offers. Any financial institution that is a participant in DTC must make book-entry tender of Notes by causing DTC to transfer such Notes into the appropriate account of the Tender Agent in accordance with DTC's procedure for such transfer. Although delivery of the Notes may be effected through book-entry at DTC, an Agent's Message and any other required documents with any required signature guarantees, must be transmitted to and received by the Tender Agent at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Time in order for the Holder of such Notes to be eligible to receive the applicable Tender Offer Consideration. **Delivery of such documents to DTC does not constitute delivery to the Tender Agent.**

Holders who are tendering Notes, by book-entry transfer to the Tender Agent's account(s) at DTC must execute their tender and delivery through DTC's ATOP system by transmitting their acceptance to DTC in accordance with DTC's ATOP procedures; DTC will then verify the acceptance, execute a book-entry delivery to the Tender Agent's account(s) at DTC and send an Agent's Message to the Tender Agent. Delivery of the Agent's Message by DTC will satisfy the terms of the Tender Offers.

*Procedures for Tendering through a broker or other securities intermediary.* If you hold Notes through a broker or other securities intermediary, you must contact that broker or other securities intermediary and direct it to tender your Notes on your behalf through an appropriate book-entry transfer process. In order for your tender to be valid, all required procedures must be completed before the Expiration Time. DTC and its direct and indirect participants (including your broker or other securities intermediary) will establish their own cut-off times for this purpose, which will be earlier than the Expiration Time.

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

*Effect of a Tender.* By tendering Notes through book-entry transfer as described in this Offer to Purchase, and subject to and effective upon acceptance for purchase of, and payment for, the Notes tendered therewith, a tendering Holder acknowledges receipt of this Offer to Purchase and (i) sells, assigns and transfers to or upon the order of the Offeror all right, title and interest in and to all the Notes tendered thereby, (ii) waives any and all other rights with respect to the Notes, (iii) releases and discharges the Offeror and its affiliates from any and all claims such Holder may have now, or may have in the future, arising out of, or related to, the Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to the Notes or to participate in any redemption or defeasance of the Notes and (iv) irrevocably constitutes and appoints the Tender Agent as the true and lawful agent and attorney-in-fact of such Holder with respect to any such tendered Notes, with full power of substitution and re-substitution (such power of attorney being deemed to be an

irrevocable power coupled with an interest) to (a) transfer ownership of such Notes on the account books maintained by DTC together with all accompanying evidences of transfer and authenticity, to the Offeror, (b) present such Notes for transfer on the relevant security register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Tender Agent will have no rights to, or control over, funds from the Offeror except as agent for the tendering Holders for the applicable consideration and accrued interest for any tendered Notes that are purchased by the Offeror).

The Holder, by tendering its Notes, represents and warrants that the Holder has full power and authority to tender, sell, assign and transfer the Notes tendered, and that if and when such Notes are accepted for purchase by the Offeror, the 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. The Holder will, upon request, execute and deliver any additional documents deemed by the Tender Agent or the Offeror to be necessary or desirable to complete the sale, assignment and transfer of any Notes tendered. All authority conferred or agreed to be conferred by tendering Notes through book-entry transfer shall survive the death or incapacity of the tendering Holder, and every obligation of such Holder incurred in connection with its tender of Notes shall be binding upon such Holder's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

All questions as to the form of documents and validity, eligibility (including time of receipt) and acceptance for purchase of tendered Notes will be determined by the Offeror in its sole discretion, and its determination will be final and binding. The 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 purchase may, in its opinion or the opinion of its counsel, be unlawful. The Offeror also reserves the absolute right in its sole discretion to waive any of the conditions of the Tender Offers or any defect or irregularity in the tender of Notes of any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders. The Offeror's interpretation of the terms and conditions of the Tender Offers (including the instructions herein) will be final and binding. None of the Offeror, the Trustee, the Dealer Managers, the Information Agent and the Tender Agent or any other person shall be under any duty to give notice of any defects, irregularities or waivers with respect to tenders of Notes, nor shall any of them incur any liability for failure to give any such notice.

*Guaranteed Delivery Procedure.* If a Holder desires to tender Notes pursuant to the Tender Offers and (1) such Holder cannot comply with the procedure for book-entry transfer by the Expiration Time, or (2) such Holder cannot deliver the other required documents to the Tender Agent by the Expiration Time, such Holder may effect a tender of Notes pursuant to a guaranteed delivery (the "Guaranteed Delivery Procedure") if all of the following are complied with:

- such tender is made by or through an Eligible Institution (as defined in the Notice of Guaranteed Delivery);
- prior to the Expiration Time, either (a) the Tender Agent has received from such Eligible Institution, at the address of the Tender Agent set forth on the back cover of this Offer to Purchase, a properly completed and duly executed Notice of Guaranteed Delivery (delivered by facsimile transmission, mail or hand) in substantially the form provided by the Offeror setting forth the name and address of the DTC participant tendering Notes of behalf of the Holder(s) and the principal amount of Notes being tendered, or (b) in the case of Notes held in book-entry form, such Eligible Institution has complied with ATOP's procedures applicable to guaranteed delivery, and in either case representing that the Holder(s) own such Notes, and the tender is being made thereby and guaranteeing that, no later than 5:00 p.m., New York City time, on September 18, 2018, the second Business Day after the Expiration Time, a properly transmitted Agent's Message, together with confirmation of book-entry transfer of the Notes specified therein pursuant to the procedures set forth under the caption "The Tender Offers—How to tender— Book-Entry Delivery of the Notes; Tender through ATOP", will be deposited by such Eligible Institution with the Tender Agent; and
- no later than 5:00 p.m., New York City time, on September 18, 2018, the second Business Day after the Expiration Time, a properly transmitted Agent's Message, together with confirmation of book-entry transfer of the Notes specified therein pursuant to the procedures set forth under the caption "The

Tender Offers—How to tender— Book-Entry Delivery of the Notes; Tender through ATOP.” and all other required documents are received by the Tender Agent.

Interest will cease to accrue on the Payment Date for all Notes accepted in the Tender Offers, including those tendered pursuant to the Guaranteed Delivery Procedure.

The Eligible Institution that tenders Notes pursuant to the Guaranteed Delivery Procedure must (i) prior to the Expiration Time, deliver a Notice of Guaranteed Delivery to the Tender Agent or, in the case of Notes held in book-entry form, comply with ATOP’s procedures applicable to guaranteed delivery, and (ii) no later than 5:00 p.m., New York City time, on September 18, 2018, the second Business Day after the Expiration Time, deliver the Agent’s Message, together with confirmation of book-entry transfer of the Notes specified therein, to the Tender Agent as specified above. Failure to do so could result in a financial loss to such Eligible Institution.

If a Holder is tendering Notes through ATOP pursuant to the Guaranteed Delivery Procedure, the Eligible Institution should not complete and deliver the Notice of Guaranteed Delivery, but such Eligible Institution will be bound by the terms of the Offer Documents, including the Notice of Guaranteed Delivery, as if it was executed and delivered by such Eligible Institution. Holders who hold Notes in book-entry form and tender pursuant to the Guaranteed Delivery Procedure should, prior to the Expiration Time, only comply with ATOP’s procedures applicable to guaranteed delivery.

Outstanding Notes may be tendered pursuant to the Guaranteed Delivery Procedure only in the minimum authorized denomination of U.S.\$200,000 in principal amount for the 2019 Notes and the 2024 Notes. No alternative, conditional or contingent tenders will be accepted.

#### **Settlement**

We will purchase all Notes accepted for purchase that have been validly tendered and not subsequently validly withdrawn by the Expiration Time (including all Notes tendered and properly delivered pursuant to the Guaranteed Delivery Procedure), subject to all conditions to the Tender Offers having been either satisfied or waived by us on the Payment Date. The Payment Date is expected to be September 21, 2018. The amount we will pay for the Notes accepted for purchase on the Payment Date will be the sum of (i) the applicable Tender Offer Consideration plus (ii) the accrued and unpaid interest on those Notes from the last interest payment date preceding the Payment Date to, but not including, the Payment Date.

We will pay for all Notes accepted for purchase through the facilities of DTC in immediately available (same-day) funds. Payments to DTC will be made through the Principal Paying Agent. Under no circumstances will any interest be payable because of any delay in the transmission of funds by DTC to holders of Notes.

Following consummation of the Tender Offers, the Notes purchased by us will be cancelled and will not be reissued or resold.

#### **Withdrawal Rights; No Appraisal Rights**

Holders will be permitted to withdraw validly tendered Notes at any time prior to the Withdrawal Deadline, but not thereafter, except as may be required by applicable law, by following the procedures described herein.

For a withdrawal of a tender of Notes to be effective, a written or facsimile transmission of a notice of withdrawal or a Request Message (as defined below) must be received by the Tender Agent at its address set forth on the back cover of this Offer to Purchase at or before the Expiration Time.

Any notice of withdrawal must:

- (1) specify the name of the Holder of the Notes to be withdrawn;

(2) contain the description of the Notes to be withdrawn, the number of the account at DTC from which such Notes were tendered and the name and number of the account at DTC to be credited with the Notes withdrawn and the principal amount of such Notes; and

(3) be accompanied by documents of transfer sufficient to have the Trustee register the transfer of the Notes into the name of the person withdrawing such Notes.

The signature(s) on the notice of withdrawal of any tendered Notes must be guaranteed by a firm that is a member of a registered national securities exchange or the National Association of Securities Dealers, Inc. or is a commercial bank or trust company having an office in the United States (each, an “Eligible Institution”), unless the Notes have been tendered for the account of an Eligible Institution.

In lieu of submitting a written, telegraphic or facsimile transmission notice of withdrawal, DTC participants may electronically transmit a request for withdrawal to DTC. DTC will then edit the request and send a request message (a “Request Message”) to the Tender Agent. If the Notes to be withdrawn have been delivered or otherwise identified to the Tender Agent, a Request Message or a signed notice of withdrawal, will be effective immediately upon receipt of such Request Message or written or facsimile notice of withdrawal, even if physical release has not yet then been effected.

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

Notes validly withdrawn may thereafter be retendered at any time before the Expiration Time by following the procedures described under “—How to Tender”.

All questions as to the validity, including time of receipt, of notices of withdrawal will be determined by us, in our sole discretion, and our determination will be final and binding absent a finding to the contrary by a court of competent jurisdiction. None of the Offeror, the Dealer Managers, the Information Agent, the Tender Agent, the Trustee or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of Notes, or incur any liability for failure to give such notification. We reserve the right to contest the validity of any revocation.

Subject to applicable law, if, for any reason whatsoever, acceptance for purchase of, or payment for, any Notes validly tendered pursuant to the Tender Offers is delayed (whether before or after our acceptance for purchase of the Notes), or we extend the Tender Offers or are unable to accept for purchase or pay for the Notes validly tendered pursuant to the Tender Offers, then, without prejudice to our rights set forth herein, we may instruct the Tender Agent to retain tendered Notes, and those Notes may not be withdrawn, except to the extent that you are entitled to withdrawal rights as described above.

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

#### **Other Purchases of Notes**

From time to time after the Expiration Time, or after termination or withdrawal of the Tender Offers, the Offeror or any of its affiliates may acquire Notes that are not tendered or not accepted for purchase pursuant to the Tender Offers through open-market purchases, privately-negotiated transactions, tender offers, exchange offers, redemptions or otherwise, upon such terms and at such prices as the Offeror or any of its affiliates may determine (or as may be provided for in the applicable Trust Deeds), which may be more or less than the price to be paid pursuant to the Tender Offers and could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives or combinations thereof the Offeror or any of its affiliates may choose to pursue in the future.

## **Dealer Managers; Information Agent and Tender Agent**

Citigroup Global Markets Inc. and Santander Investment Securities Inc. have been engaged to act as Dealer Managers in connection with the Tender Offers. In such capacity, the Dealer Managers will contact Holders regarding the Tender Offers and will request brokers, dealers, commercial banks, trust companies and other nominees to forward this Offer to Purchase to beneficial owners of the Notes. The Offeror has agreed to pay the Dealer Managers a fee for their services as Dealer Managers in connection with the Tender Offers. In addition, the Offeror has agreed to indemnify the Dealer Managers against certain liabilities and expenses.

Any Holder or beneficial owner that has questions concerning the terms of the Tender Offers may contact the Dealer Managers at the addresses and telephone numbers set forth on the back cover page of this Offer to Purchase.

The Dealer Managers and their respective affiliates have provided, from time to time, and in the future may provide, certain commercial banking, investment banking and financial advisory services to the Offeror and its affiliates, for which they have received, and in the future will receive, customary compensation. Certain affiliates of Citigroup Global Markets Inc. and Santander Investment Securities Inc. are accredited financial institutions for purposes of the BNDES's indirect financial operations. In addition, in the ordinary course of their business activities, the Dealer Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Offeror and its affiliates, including the Notes. If any of the Dealer Managers or their affiliates have a lending relationship with the Offeror or its affiliates, certain of those Dealer Managers or their affiliates routinely hedge, and certain other of those Dealer Managers may hedge, their credit exposure consistent with their customary risk management policies. Typically, these Dealer Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the securities of the Offeror or its affiliates, as the case may be, including potentially the Notes. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes. The Dealer Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments, and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments, including potentially the Notes.

D. F. King & Co. Inc. has been appointed as the Information Agent and the Tender Agent with respect to the Tender Offers. The Offeror will pay the Information Agent and Tender Agent customary fees for its services and reimburse the Information Agent and Tender Agent for its reasonable out-of-pocket expenses in connection therewith. The Offeror has also agreed to indemnify the Information Agent and Tender Agent for certain liabilities.

Requests for assistance relating to the procedures for tendering Notes or additional copies of this Offer to Purchase may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase. All deliveries and correspondence sent to the Information Agent and Tender Agent should be directed to one of the addresses set forth on the back cover of this Offer to Purchase.

The Dealer Managers assume no responsibility for the accuracy or completeness of the information contained in the Offer Documents or for any failure by the Offeror to disclose events that may affect the significance or accuracy of such information.

None of Offeror, the Dealer Managers, the Information Agent and Tender Agent or the Trustee has authorized any person to give any information or to make any representation in connection with the Tender Offers other than the information and representations contained in this Offer to Purchase. If anyone makes any recommendation or representation or gives any such information, you should not rely upon that recommendation, information or representation as having been authorized.

## TAX CONSIDERATIONS

### CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES

The following summary sets forth certain U.S. federal income tax consequences of the Tender Offer that may be relevant to U.S. Holders and Non-U.S. Holders (each as defined below). This summary is based upon the U.S. Internal Revenue Code of 1986, as amended (the "Code"), final, temporary and proposed Treasury regulations issued thereunder, and published judicial and administrative interpretations thereof, each as at the date hereof, and all of which are subject to change, possibly with retroactive effect. This summary does not purport to discuss all aspects of U.S. federal income taxation which may be relevant to a U.S. Holder's and Non-U.S. Holder's particular circumstances, and does not apply to U.S. Holders and Non-U.S. Holders subject to special tax rules, such as financial institutions, insurance companies, dealers in securities or currencies, traders in securities or currencies electing to mark their positions to market, regulated investment companies, U.S. expatriates, non-resident aliens present in the United States for 183 days or more during the taxable year, tax-exempt organizations, Non-U.S. Holders whose income or gain with respect to the Notes is effectively connected with the conduct of a trade or business in the United States, persons holding Notes as part of a position in a "straddle" or as part of a hedging transaction, constructive sale or conversion transaction for U.S. tax purposes, U.S. Holders whose functional currency is not the U.S. dollar, or persons subject to the alternative minimum tax. In addition, this summary does not discuss any non-U.S., state or local tax considerations, the Medicare tax on net investment income, or any aspect of U.S. federal tax law other than income taxation. This summary only applies to holders that hold the Notes as "capital assets" (generally, property held for investment) within the meaning of the Code. Holders should consult their own tax advisors regarding the U.S. federal, state and local, as well as non-U.S., income and other tax considerations related to the Tender Offer.

For purposes of this summary, a "U.S. Holder" means a beneficial owner of a Note who is, for U.S. federal income tax purposes (i) an individual that is a citizen or resident of the United States, (ii) a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust, if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of a partner will generally depend on the status of the partner and upon the activities of the partnership. Accordingly, partnerships that hold Notes should consult their tax advisors about the U.S. federal income tax consequences of the Tender Offer.

### Tendering U.S. Holders

#### *Tender Offers*

The receipt of cash for Notes pursuant to the Tender Offers will be a taxable transaction for U.S. federal income tax purposes. A U.S. Holder who receives cash for Notes pursuant to the Tender Offers will recognize gain or loss, if any, for U.S. federal income tax purposes equal to the difference between the aggregate consideration received in exchange for the Notes tendered, less any amounts attributable to accrued interest (including any additional amounts withheld in connection with Brazilian taxes), which will be treated like a payment of interest in accordance with such holder's method of accounting for U.S. federal income tax purposes, and such U.S. Holder's adjusted tax basis in such Notes. A U.S. Holder's adjusted tax basis in a Note generally will be equal to the amount paid for the Note, increased by the amount of any market discount (as described below) and reduced by the amount of any amortizable bond premium previously amortized with respect to the Note. Except as provided below under "*Market Discount*," any gain or loss recognized on a tender of a Note will generally give rise to capital gain or loss and will be long-term capital gain or loss if the U.S. Holder's holding period in the Note for U.S. federal income tax purposes is more than one year. Long-term capital gains recognized by non-corporate U.S. Holders currently are eligible for reduced rates of taxation. The deductibility of capital losses are subject to limitations.

### ***Market Discount***

An exception to the capital gain treatment described above may apply to a U.S. Holder who purchased the Notes with “market discount.” Subject to a statutory *de minimis* exception, the Notes have market discount if they were purchased for an amount (not including any amounts attributable to accrued interest) less than their stated principal amount. In general, unless the U.S. Holder has elected to include market discount in income currently as it accrues, any gain recognized by a U.S. Holder on the sale of Notes having market discount will be treated as ordinary income to the extent of the lesser of (i) the gain recognized or (ii) the portion of the market discount that has accrued (on a straight-line basis or, at the election of the U.S. Holder, on a constant-yield basis) but has not yet been taken into income while such Notes were held by the U.S. Holder. Gain in excess of such accrued market discount will be subject to the capital gains rules described above.

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

A U.S. Holder that does not tender its Notes in the Tender Offers or does not have its tender of Notes accepted for purchase pursuant to the Tender Offers will not recognize any gain or loss as a result of the Tender Offers.

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

Payments to U.S. Holders pursuant to the Tender Offers that are made within the United States or through certain U.S.-related financial intermediaries generally will be subject to information reporting and to backup withholding unless (i) the recipient is a corporation or other exempt recipient, and, if requested, appropriately certifies such status or (ii) in the case of backup withholding, the recipient provides a correct taxpayer identification number and certifies that it is not subject to backup withholding.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a tendering U.S. Holder will be credited against such U.S. Holder’s U.S. federal income tax liability and may be refunded if in excess of such liability, provided the required information is timely furnished to the Internal Revenue Service (the “IRS”).

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

A beneficial owner of a note that is not a U.S. Holder (a “Non-U.S. Holder”) will not be subject to U.S. federal income or withholding tax on the proceeds from the Tender Offers, including amounts treated as accrued interest, provided that the Non-U.S. Holder has provided a properly completed form W-8BEN or W-8BEN-E or other IRS Form W-8, signed under penalties of perjury, establishing its status as a Non-U.S. Holder (or satisfies certain documentary evidence requirements for establishing that it is a Non-U.S. Holder). IRS forms may be obtained from the Tender Agent or at the IRS website at [www.irs.gov](http://www.irs.gov). If you provide an incorrect TIN, you may be subject to penalties imposed by the IRS. A Non-U.S. Holder that does not tender its Notes in the Tender Offers or does not have its tender of Notes accepted for purchase pursuant to the Tender Offers will not recognize any gain or loss as a result of the Tender Offers.

**The U.S. federal income tax discussion set forth above is included for general information only, is not intended to constitute a complete analysis of all tax consequences relating to the Tender Offer, and may not be applicable, depending on a U.S. Holder's particular situation. U.S. Holders should consult their tax advisors with respect to the tax consequences to them relating to the Tender Offers, including the tax consequences under state, local, non-U.S. and other tax laws and the possible effects of changes in U.S. federal and other tax laws.**

### **CERTAIN BRAZILIAN TAX CONSEQUENCES**

The following discussion is a summary of the Brazilian tax considerations relating to the sale of the Notes by an investor resident or domiciled outside of Brazil. The discussion is based on the tax laws of Brazil as in effect on the date hereof and is subject to any change in the Brazilian law that may come into effect after such date as well

as to the possibility that the effect of such change in the Brazilian law may retroact to reach rights created on or before the date hereof.

**THE INFORMATION SET FORTH BELOW IS INTENDED TO BE A GENERAL DISCUSSION ONLY AND DOES NOT ADDRESS ALL POSSIBLE TAX CONSEQUENCES RELATING TO THE NOTES. HOLDERS OF THE NOTES SHOULD CONSULT THEIR OWN TAX ADVISERS AS TO THE CONSEQUENCES OF THE RECEIPT OF INTEREST AND THE SALE, REDEMPTION OR REPAYMENT OF THE NOTES.**

### **Brazilian Tax Considerations**

Generally, a holder that is an individual, entity, trust or organization resident or domiciled outside Brazil for tax purposes (“Non-Brazilian Holder”) is taxed in Brazil only when income is derived from Brazilian sources or gains are realized on the disposition of assets located in Brazil.

### **Interest or principal payments**

Interest and any other income payable by a Brazilian obligor to an individual, company, entity, trust or organization domiciled outside Brazil in respect of debt obligations such as the Notes is currently subject to income tax withheld at its source. The rate of withholding tax with respect to debt obligations is generally 15%. However, in the event that the beneficiary of such payments is domiciled in a “tax haven” jurisdiction (as defined below), such payments of interest, fees, commissions (including any original issue discount) and any other income are subject to withholding at the general rate of 25% (the withholding rate remains 15% in the case of interest income payable by a Brazilian obligor to an individual, company, trust or organization domiciled outside Brazil in respect of debt obligations resulting from the issue of international debt securities by a Brazilian issuer previously registered with the Central Bank, including commercial paper, as provided for in Section 10 of Normative Instruction No. 1,455 dated March 6, 2014, issued by the Brazilian Revenue Service (“RFB”).

A lower withholding rate may be applicable where there is a tax treaty between Brazil and the country where the effective beneficiary of the payment has its domicile. In this regard, Brazil and Japan are signatories to a treaty for the avoidance of double taxation (the “Brazil-Japan Treaty”). Under the Brazil-Japan Treaty, entities incorporated in Japan (or a branch thereof) will be subject to Brazilian withholding tax at a rate of 12.5% with respect to interest payable with respect to debt obligations of a Brazilian company. We believe and intend to take the position for tax purposes that as long as the Principal Paying Agent for the Notes is a tax resident of Japan and is qualified for the benefits of the Japan Treaty with respect to the Notes, and as long as payments of interest (including original issue discount) on, and principal of, the Notes are made to such Principal Paying Agent, interest paid with respect to the Notes (and under the Paying Agency Agreement) will likely be subject to Brazilian tax at a rate of 12.5% pursuant to the Brazil-Japan Treaty. For this purpose, the Principal Paying Agent must be granted discharge powers and be authorized to receive payments on behalf of the holders of the Notes, which would release the Brazilian debtor from the payment obligations. If we are not able to rely on such treaty to make the payments, and the payments are not made by us to the Principal Paying Agent, any such payments will be subject to Brazilian withholding tax at the rates mentioned in the preceding paragraph.

A “tax haven” jurisdiction is a jurisdiction that does not impose any tax on income or which imposes such tax at a maximum effective rate lower than 20% (or 17%, provided that the requirements set forth in Normative Ruling No. 1,530 dated December 19, 2014 are met). In addition, on June 23, 2008, Law No. 11,727 was enacted, with effect from January 1, 2009, establishing that a jurisdiction or country where local legislation imposes restrictions on disclosing the shareholding composition or the ownership of an investment is also considered a tax haven jurisdiction.

In the event that the Offeror is required to withhold any tax in connection with the payment for the Notes being purchased under the Tender Offers, the Offeror has agreed to pay such additional amounts as may be necessary to ensure that the net amounts receivable by the Non-Resident Holder after the assessment of withholding income tax will equal the amounts that would have been payable in the absence of such withholding.

### **Payments on the Notes Made by the Offeror**

In addition to withholding income tax, Brazilian law imposes a Tax on Foreign Exchange Transactions (*Imposto sobre Operações de Crédito, Câmbio e Seguro, ou Relativas a Títulos e Valores Mobiliários*), or the “IOF/Exchange” tax, due on the conversion of Brazilian reais into foreign currency and on the conversion of foreign currency into Brazilian reais. Currently, the IOF/Exchange tax rate for most foreign currency exchange transactions is 0.38%. According to Section 15-B of the Decree No. 6,306, the liquidation of exchange transactions in connection with foreign financing or loans, for both inflow and outflow of proceeds into and from Brazil, are subject to the IOF/Exchange tax at a zero percent rate. However, for foreign exchange transactions (including simultaneous foreign exchange transactions) executed in connection with the inflow of proceeds to Brazil deriving from cross-border loans or financings or international bond issuances, subject to registration with the Central Bank and with the minimum average term of 180 days or less, the IOF/Exchange tax rate is 6% (the referred minimum average term may change from time to time by the Brazilian government). This 6% rate will be levied with penalties and interest in the case of financings or international bonds with a minimum average term longer than 180 days in which an early redemption occurs in the first 180 days. The Brazilian government is permitted to increase this rate at any time up to 25%. Any such increase in rates may only apply to future foreign exchange transactions.

### **Discussion on the concept of “privileged tax regime”**

A tax haven is a jurisdiction that does not impose any tax on income or which imposes such tax at a maximum effective rate lower than 20% (or 17%, provided that the requirements set forth in Normative Ruling No. 1,530 dated December 19, 2014 are met) or where applicable local laws impose restrictions on the disclosure of the shareholding composition or the ownership of investments or the ultimate beneficiary of the income derived from transactions carried out and attributable to a Non-Brazilian Holder.

On June 23, 2008, Law No. 11,727 was enacted establishing the concept of “privileged tax regime,” in connection with transactions subject to transfer pricing and thin capitalization rules, which is more comprehensive than the tax haven concept. A “privileged tax regime” is considered to apply to a jurisdiction that meets any of the following requirements: (i) does not tax income or taxes income at a maximum rate lower than 20% (or 17%, provided that the requirements set forth in Normative Ruling No. 1,530 dated December 19, 2014 are met); (ii) grants tax advantages to a non-resident entity or individual (a) without requiring substantial economic activity in the jurisdiction of such non-resident entity or individual or (b) to the extent such non-resident entity or individual does not conduct substantial economic activity in the jurisdiction of such non-resident entity or individual; (iii) does not tax income generated abroad, or imposes tax on income generated abroad at a maximum rate lower than 20% (or 17%, provided that the requirements set forth in Normative Ruling No. 1,530 dated December 19, 2014 are met), or (iv) restricts the ownership disclosure of assets and ownership rights or restricts disclosure about economic transactions. In addition, on June 7, 2010, the Brazilian tax authorities enacted Normative Instruction 1,037, as amended, listing (i) the countries and jurisdictions considered tax haven jurisdictions, and (ii) the privileged tax regimes.

Notwithstanding the fact that such privileged tax regime concept was enacted in connection with transfer pricing and thin capitalization rules, Brazilian tax authorities and Brazilian courts may take the position that such broader definition of tax haven also applies to non-resident investors such as a Non-Resident Holder. In the event that the privileged tax regime concept is interpreted to be applicable to transactions such as payments related to the notes to non-residents, this tax law would accordingly result in the imposition of taxation to a Non-Resident Holder that meets the privileged tax regime requirements in the same way applicable to a tax haven resident.

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

According to Law No. 10,833, of December 29, 2003 (“Law 10,833”), gains realized on the disposition or sale of assets located in Brazil by a Non-Resident Holder are subject to income tax in Brazil, regardless of whether the sale or the disposition is made by a Non-Resident Holder to another non-resident or to a resident in Brazil. Based on the fact that the Notes are issued and registered abroad, we believe that the Notes do not fall within the definition of assets located in Brazil for the purposes of Law 10,833; thus, capital gains realized on the sale of the Notes should not be subject to taxation in Brazil. However, considering the general and unclear scope of such provisions and the lack of a judicial court ruling in respect thereto, we are unable to predict whether this new understanding will ultimately prevail in the courts of Brazil.

If the Notes are deemed to be “assets located in Brazil” pursuant to Law 10,833, gains recognized by Non-Resident Holders from the sale or other disposition of the Notes will be subject to income tax in Brazil at progressive rates that may vary from 15% to 22.5% (15% for the part of the gain that does not exceed R\$5 million, 17.5% for the part of the gain that exceeds R\$5 million but does not exceed R\$10 million, 20% for the part of the gain that exceeds R\$10 million but does not exceed R\$30 million and 22.5% for the part of the gain that exceeds R\$30 million), or 25% if such Non-Resident Holder is located in a tax haven, unless a lower rate is provided for in an applicable tax treaty between Brazil and the country where the Non-Resident Holder is domiciled.

We cannot assure the above rates will apply as of calendar year 2019.

#### **Other Brazilian Taxes**

Generally, there is no stamp, transfer or other similar tax in Brazil with respect to the transfer, assignment or sale 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.

**BANCO NACIONAL DE DESENVOLVIMENTO ECONÔMICO E SOCIAL – BNDES**

**OFFER TO PURCHASE**

In order to tender Notes, a Holder should tender pursuant to DTC's Automated Tender Offer Program or mail, hand deliver, send by overnight courier or send by facsimile or electronic transmission (in each case, confirmed by physical delivery) any required documents to the Information Agent and Tender Agent at the address set forth below.

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

**D.F. King & Co., Inc.**  
48 Wall Street, 22<sup>nd</sup> Floor  
New York, NY 10005  
bndes@dfking.com

Banks and Brokers call: (212) 269-5550

Toll free: (800) 761-6523

By Facsimile:

(For Eligible Institutions only):

(212) 709-3328

Confirmation:

(212) 269-5552

By Mail  
48 Wall Street, 22<sup>nd</sup> Floor  
New York, NY 10005  
Attn: Andrew Beck

By Overnight Courier  
48 Wall Street, 22<sup>nd</sup> Floor  
New York, NY 10005  
Attn: Andrew Beck

By Hand  
48 Wall Street, 22<sup>nd</sup> Floor  
New York, NY 10005  
Attn: Andrew Beck

**Any questions or requests for assistance or for additional copies of this Offer to Purchase may be directed to the Information Agent at one of its telephone numbers above. A Holder (or a beneficial owner that is not a Holder) may also contact the Dealer Managers at their telephone numbers set forth below or its broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Tender Offers.**

*The Dealer Managers for the Tender Offers are:*

Citigroup Global Markets Inc.  
388 Greenwich Street, 7<sup>th</sup> Floor  
New York, NY 10013  
United States  
Attn: Liability Management Group  
U.S. Toll Free: +1 (800) 558-3745  
Collect: +1 (212) 723-6106

Santander Investment Securities Inc.  
45 East 53rd Street, 5<sup>th</sup> Floor  
New York, NY 10022  
United States  
Attn: Liability Management Team  
U.S. Toll Free: +1 (855) 404-3636  
Collect: +1 (212) 940-1442