Petrobras Global Finance B.V.
Unconditionally guaranteed by
Petróleo Brasileiro S.A. — Petrobras
(Brazilian Petroleum Corporation — Petrobras)

U.S.$1,000,000,000 5.299% Global Notes due 2025
U.S.$1,000,000,000 5.999% Global Notes due 2028

Petrobras Global Finance B.V., or "PGF," a wholly-owned subsidiary of Petróleo Brasileiro S.A. – Petrobras, or "Petrobras," is offering U.S.$1,000,000,000 aggregate principal amount of its 5.299% Global Notes due 2025 (the "2025 Notes"), and U.S.$1,000,000,000 aggregate principal amount of its 5.999% Global Notes due 2028 (the "2028 Notes" and, together with the 2025 Notes, each a "series," and collectively, the "Notes"). The Notes are general, unsecured, unsubordinated obligations of PGF, and will be unconditionally and irrevocably guaranteed by Petrobras. The 2025 Notes will mature on January 27, 2025 and will bear interest at the rate of 5.299% per annum. The 2028 Notes will mature on January 27, 2028 and will bear interest at the rate of 5.999% per annum. Interest on the Notes is payable on January 27 and July 27 of each year, beginning on January 27, 2018.

PGF will pay additional amounts related to the deduction of certain withholding taxes in respect of certain payments on the Notes. PGF may redeem, in whole or in part, the Notes at any time by paying the greater of the principal amount of the Notes and the applicable "make-whole" amount, plus, in each case, accrued interest. The Notes will also be redeemable without premium prior to maturity at PGF's option solely upon the imposition of certain withholding taxes. See "Description of the Notes—Optional Redemption—Redemption for Taxation Reasons."

ANY OFFER OR SALE OF NOTES IN ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA THAT HAS IMPLEMENTED DIRECTIVE 2003/71/EC, AS AMENDED, (THE "PROSPECTUS DIRECTIVE") MUST BE ADDRESSED TO QUALIFIED INVESTORS (AS DEFINED IN THE PROSPECTUS DIRECTIVE).

We have agreed, subject to certain conditions, to offer to exchange the Notes for substantially identical notes registered under the U.S. Securities Act of 1933, as amended, or the "Securities Act." See "Registration Rights."

This offering memorandum constitutes a prospectus for purposes of Part IV of the Luxembourg law on prospectuses for securities dated July 10, 2005, as amended. PGF has applied to have the Notes listed on the Official List of the Luxembourg Stock Exchange and to trading on the Euro Multilateral Trading Facility ("EuroMTF") Market of the Luxembourg Stock Exchange.

See "Risk Factors" beginning on page 10 to read about factors you should consider before buying the Notes offered in this offering memorandum.

The Notes have not been registered under the Securities Act, or the securities laws of any state or any other jurisdiction and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act, or "Regulation S"), except in transactions exempt from, or not subject to, the registration requirements of the Securities Act. Accordingly, the Notes are being offered and sold only to qualified institutional buyers in accordance with Rule 144A under the Securities Act, or "Rule 144A," and outside the United States to non-U.S. persons in reliance on Regulation S. Prospective purchasers that are qualified institutional buyers are hereby notified that the seller of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of certain restrictions on transfer of the Notes, see "Transfer Restrictions."

Neither the U.S. Securities and Exchange Commission, or the "SEC," nor any state securities commission has approved or disapproved of these securities or determined if this offering memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

The initial purchasers delivered the Notes in book-entry form only through the facilities of The Depository Trust Company, or "DTC," and its direct and indirect participants, including Clearstream Banking, *société anonyme*, and Euroclear S.A./N.V., as operator of the Euroclear System, against payment in New York, New York on September 27, 2017.

Joint Bookrunners

BB Securities **BofA Merrill Lynch** **Citigroup** **Credit Agricole CIB**
HSBC **J.P. Morgan** **Santander**

The date of this offering memorandum is October 11, 2017.

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We are responsible for the information contained and incorporated by reference in this offering memorandum. PGF and Petrobras have not authorized anyone to provide any information other than that contained in or incorporated by reference in this offering memorandum. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. Neither we nor BB Securities Limited, Citigroup Global Markets Inc., Credit Agricole Securities (USA) Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Santander Investment Securities Inc., or the "initial purchasers," are making an offer of the Notes in any jurisdiction where the offer is not permitted. You should not assume that the information contained in this offering memorandum or in any document incorporated by reference in this offering memorandum is accurate as of any date other than the date of the relevant document. Our business, financial condition, results of operations and prospects may have changed since those dates.

ABOUT THIS OFFERING MEMORANDUM

In this offering memorandum, unless the context otherwise requires or as otherwise indicated, references to "Petrobras" mean Petróleo Brasileiro S.A. – Petrobras and its consolidated subsidiaries taken as a whole, and references to "PGF" mean Petrobras Global Finance B.V., a wholly-owned subsidiary of Petrobras. Terms such as "we," "us" and "our" generally refer to both Petrobras and PGF, unless the context requires otherwise or as otherwise indicated.

References herein to "*reais*" or "R$" are to the lawful currency of Brazil. References herein to "U.S. dollars" or "U.S.$" are to the lawful currency of the United States.

This offering memorandum has been prepared by us solely for use in connection with the proposed offering of the securities described in this offering memorandum. You are authorized to use this offering memorandum solely for the purpose of considering the purchase of the Notes.

In making an investment decision, prospective investors must rely on their own examination of PGF and Petrobras and the terms of this offering, including the merits and risks involved. Prospective investors should not construe anything in this offering memorandum as legal, business or tax advice. Each prospective investor should consult its own advisors as needed to make its investment decision and to determine whether it is legally permitted to purchase the securities under applicable legal investment or similar laws or regulations.

We have furnished the information in this offering memorandum. You acknowledge and agree that the initial purchasers make no representation or warranty, express or implied, as to the accuracy or completeness of such information, and nothing contained in or incorporated by reference in this offering memorandum is, or shall be relied upon as, a promise or representation by the initial purchasers. This offering memorandum contains summaries believed to be accurate with respect to certain documents, but reference is made to the actual documents for complete information. All such summaries are qualified in their entirety by such reference. Copies of documents referred to herein will be made available to prospective investors upon request to us or the initial purchasers.

The distribution of this offering memorandum and the offering and sale of the Notes in certain jurisdictions may be restricted by law. We and the initial purchasers require persons into whose possession this offering memorandum comes to inform themselves about and to observe any such restrictions. This offering memorandum does not constitute an offer of, or an invitation to purchase, any of the Notes in any jurisdiction in which such offer or sale would be unlawful.

The Notes are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act, and the applicable state securities laws pursuant to registration or exemption therefrom. As a prospective purchaser, you should be aware that you may be required to bear the financial risks of this investment for an indefinite period of time. See "Plan of Distribution" and "Transfer Restrictions."

The Notes may not be offered or sold to any person in the United Kingdom, other than to persons whose ordinary activities involve them acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom.

NOTICE TO CHILEAN INVESTORS

DISCLAIMER UNDER RULE 336 OF THE CHILEAN SUPERINTENDENCY OF SECURITIES AND INSURANCE

THE PRIVATE OFFERING OF THESE NOTES STARTS ON SEPTEMBER 18, 2017, AND IS MADE SUBJECT TO GENERAL RULING N° 336 OF THE CHILEAN SUPERINTENDENCE OF

SECURITIES AND INSURANCE ("SVS"). THIS OFFER REFERS TO SECURITIES NOT REGISTERED AT THE SECURITIES REGISTRY OR AT THE FOREIGN SECURITIES REGISTRY OF THE SVS AND THEREFORE SUCH SECURITIES ARE NOT SUBJECT TO ITS OVERSIGHT. GIVEN THAT THESE SECURITIES ARE NOT REGISTERED IN CHILE, THERE IS NO OBLIGATION FROM THE ISSUER TO PROVIDE PUBLIC INFORMATION ON THEM IN CHILE. THESE SECURITIES CANNOT BE SUBJECT TO PUBLIC OFFERING IN CHILE WHILE THEY ARE NOT REGISTERED AT THE CORRESPONDING SECURITIES REGISTRY IN CHILE.

LA OFERTA PRIVADA DE ESTOS BONOS SE INICIA EL DÍA 18 DE SEPTIEMBRE DE 2017 Y SE ACOGE A LAS DISPOSICIONES DE LA NORMA DE CARÁCTER GENERAL N° 336 DE LA SUPERINTENDENCIA DE VALORES Y SEGUROS DE CHILE ("SVS"). ESTA OFERTA VERSA SOBRE VALORES NO INSCRITOS EN EL *REGISTRO DE VALORES* O EN EL *REGISTRO DE VALORES EXTRANJEROS* QUE LLEVA LA SVS, POR LO QUE TALES VALORES NO ESTÁN SUJETOS A LA FISCALIZACIÓN DE ÉSTA. POR TRATARSE DE VALORES NO INSCRITOS EN CHILE NO EXISTE LA OBLIGACIÓN POR PARTE DEL EMISOR DE ENTREGAR EN CHILE INFORMACIÓN PÚBLICA RESPECTO DE LOS MISMOS. ESTOS VALORES NO PODRÁN SER OBJETO DE OFERTA PÚBLICA EN CHILE MIENTRAS NO SEAN INSCRITOS EN EL *REGISTRO DE VALORES* CORRESPONDIENTE.

NOTICE TO RESIDENTS OF PERU

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH OR APPROVED BY THE PERUVIAN SUPERINTENDENCY OF CAPITAL MARKETS (*SUPERINTENDENCIA DEL MERCADO DE VALORES*) OR THE LIMA STOCK EXCHANGE (*BOLSA DE VALORES DE LIMA*). ACCORDINGLY, THE NOTES CANNOT BE OFFERED OR SOLD IN PERU, EXCEPT IF SUCH OFFERING IS CONSIDERED A PRIVATE OFFERING UNDER THE SECURITIES LAWS AND REGULATIONS OF PERU. THE PERUVIAN CAPITAL MARKET LAW ESTABLISHES THAT ANY PARTICULAR OFFER MAY QUALIFY AS PRIVATE IF IT IS DIRECTED EXCLUSIVELY TO INSTITUTIONAL INVESTORS (AS SUCH TERM IS DEFINED IN THE SEVENTH FINAL DISPOSITION OF CONASEV RESOLUTION NO. 141-98-EF/94.10, AS AMENDED).

NOTICE TO RESIDENTS OF EUROPEAN ECONOMIC AREA

FROM JANUARY 1, 2018, THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND, WITH EFFECT FROM SUCH DATE, SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE IN THE EUROPEAN ECONOMIC AREA TO ANY RETAIL INVESTOR (AS DEFINED IN REGULATION (EU) NO. 1286/2014 (THE "PRIIPS REGULATION"). CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY THE PRIIPS REGULATION FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EUROPEAN ECONOMIC AREA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

FORWARD-LOOKING STATEMENTS

Some of the information contained or incorporated by reference in this offering memorandum are forward-looking statements within the meaning of Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the "Exchange Act," that are not based on historical facts and are not assurances of future results. Many of the forward-looking statements contained, or incorporated by reference, in this offering memorandum may be identified by the use of forward-looking words, such as "believe," "expect," "estimate," "anticipate," "intend," "plan," "aim," "will," "may," "should," "could," "would," "likely," "potential" and similar expressions.

Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date on which they are made. There is no assurance that the expected events, trends or results will actually occur.

We have made forward-looking statements that address, among other things:

- our marketing and expansion strategy;
- our exploration and production activities, including drilling;
- our activities related to refining, import, export, transportation of oil, natural gas and oil products, petrochemicals, power generation, biofuels and other sources of renewable energy;
- our projected and targeted capital expenditures and other costs, commitments and revenues;
- our liquidity and sources of funding;
- our pricing strategy and development of additional revenue sources; and
- the impact, including cost, of acquisitions and divestments.

Our forward-looking statements are not guarantees of future performance and are subject to assumptions that may prove incorrect and to risks and uncertainties that are difficult to predict. Our actual results could differ materially from those expressed or forecast in any forward-looking statements as a result of a variety of assumptions and factors. These factors include, but are not limited to, the following:

- our ability to obtain financing;
- general economic and business conditions, including crude oil and other commodity prices, refining margins and prevailing exchange rates;
- global economic conditions;
- our ability to find, acquire or gain access to additional reserves and to develop our current reserves successfully;
- uncertainties inherent in making estimates of our oil and gas reserves, including recently discovered oil and gas reserves;
- competition;
- technical difficulties in the operation of our equipment and the provision of our services;

- changes in, or failure to comply with, laws or regulations, including with respect to fraudulent activity, corruption and bribery;
- receipt of governmental approvals and licenses;
- international and Brazilian political, economic and social developments;
- natural disasters, accidents, military operations, acts of sabotage, wars or embargoes;
- the cost and availability of adequate insurance coverage;
- our ability to successfully implement assets sales under our divestment program;
- the outcome of ongoing corruption investigations and any new facts or information that may arise in relation to the "Lava Jato investigation;"
- the effectiveness of our risk management policies and procedures, including operational risks;
- litigation, such as class actions or enforcement or other proceedings brought by governmental and regulatory agencies; and
- other factors discussed below under "Risk Factors."

For additional information on factors that could cause our actual results to differ from expectations reflected in forward-looking statements, please see "Risk Factors" in this offering memorandum and in documents incorporated by reference in this offering memorandum.

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 offering memorandum. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information or future events or for any other reason.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

Petrobras is "incorporating by reference" information in this offering memorandum, which means that we can disclose important information to you without actually including the specific information in this offering memorandum by referring you to other documents filed separately with the SEC.

We are incorporating by reference in this offering memorandum the following documents, which include information with respect to recent developments for Petrobras and PGF:

(1) The Petrobras Annual Report on Form 20-F for the year ended December 31, 2016 (the "2016 Form 20-F") filed with the SEC on April 26, 2017.

(2) The Petrobras Reports on Form 6-K furnished to the SEC on August 11, 2017, containing Petrobras's interim financial statements and financial information and results in U.S. dollars as of June 30, 2017 and for the six-month periods ended June 30, 2017 and 2016, prepared in accordance with International Financial Reporting Standards ("IFRS").

(3) The Petrobras Report on Form 6-K furnished to the SEC on July 5, 2017, announcing a strategic partnership with PetroChina.

(4) The Petrobras Report on Form 6-K furnished to the SEC on August 11, 2017, announcing the discovery of oil accumulation in the pre-salt layer of Campos Basin.

(5) The Petrobras Report on Form 6-K furnished to the SEC on August 16, 2017, reporting its total oil and gas production figures for July 2017.

(6) The Petrobras Report on Form 6-K furnished to the SEC on August 24, 2017, announcing the temporary removal of Mr. João Elek (former chief governance and compliance executive officer).

(7) The Petrobras Report on Form 6-K furnished to the SEC on August 24, 2017, announcing the extension of a special customs regimen for the export and import of goods intended for research activities and extraction and exploration of oil and natural gas reserves.

(8) The Petrobras Reports on Form 6-K furnished to the SEC on August 25, 2017 and September 5, 2017, regarding the corporate restructuring of Petrobras Distribuidora S.A.

(9) The Petrobras Report on Form 6-K furnished to the SEC on August 28, 2017, announcing the settlement of a public offering of debentures in Brazil.

(10) The Petrobras Report on Form 6-K furnished to the SEC on August 29, 2017, regarding recent developments with respect to the sale of our subsidiary Liquigás Distribuidora S.A.

(11) The Petrobras Report on Form 6-K furnished to the SEC on September 6, 2017, announcing the prepayment of certain export credit notes and bank debt and the incurrence of new financing.

(12) The Petrobras Report on Form 6-K furnished to the SEC on September 11, 2017, regarding the Memorandum of Understanding with Shell.

(13) The Petrobras Report on Form 6-K furnished to the SEC on September 13, 2017, announcing the approval of a deficit equating plan for its pension plan administered by Fundação Petrobras de Seguridade Social (Petros).

(14) The Petrobras Report on Form 6-K furnished to the SEC on September 13, 2017, announcing the prepayment of certain bank debt and the incurrence of new financing.

(15) The Petrobras Report on Form 6-K furnished to the SEC on September 14, 2017, announcing the settlement of certain Opt-Out Claims related to individual securities actions brought before the U.S. Federal District Court with the Southern District of New York.

(16) The Petrobras Report on Form 6-K furnished to the SEC on September 18, 2017, reporting its total oil and gas production figures for August 2017.

(17) Any future reports of Petrobras on Form 6-K furnished to the SEC that are identified in those forms as being incorporated by reference into this offering memorandum.

We will provide without charge to any person to whom a copy of this offering memorandum is delivered, upon the written or oral request of any such person, a copy of any or all of the documents referred to above which have been or may be incorporated herein by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference in such documents). Requests should be directed to Petrobras's Investor Relations Department located at Avenida República do Chile, 65 — 10th Floor, 20031-912—Rio de Janeiro, RJ, Brazil (telephones: 55-21-3224-1510 or 55-21-3224-9947).

WHERE YOU CAN FIND MORE INFORMATION

Information that Petrobras files with or furnishes to the SEC after the date of this offering memorandum, and that is incorporated by reference herein, will automatically update and supersede the information in this offering memorandum. You should review the SEC filings and reports that Petrobras incorporates by reference to determine if any of the statements in this offering memorandum or in any documents previously incorporated by reference have been modified or superseded.

Documents incorporated by reference in this offering memorandum, including PGF's 2016 and 2015 financial statements and its 2015 and 2014 financial statements, are available without charge. Each person to whom this offering memorandum is delivered may obtain documents incorporated by reference herein by requesting them either in writing or orally, by telephone or by e-mail from us at the following address:

Investor Relations Department
Petróleo Brasileiro S.A.-Petrobras
Avenida República do Chile, 65 — 13th Floor
20031-912 — Rio de Janeiro — RJ, Brazil
Attn: Larry Carris Cardoso, Finance Department, General Manager of Corporate Finance
Telephone: +55 (21) 3224-1510/3224-9947
Fax: +55 (21) 3224-1401
E-mail: petroinvest@petrobras.com.br

Information will also be available at the office of the Luxembourg Listing Agent.

In addition, you may review copies of the materials Petrobras files with or furnishes to the SEC without charge, and copies of all or any portion of such materials can be obtained at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information about the Public Reference Room. Petrobras also files materials with the SEC electronically. The SEC maintains an Internet site that contains materials that Petrobras files electronically with the SEC. The address of the SEC's website is http://www.sec.gov.

SUMMARY

This summary highlights key information described in greater detail elsewhere, or incorporated by reference, in this offering memorandum. This summary is not complete and does not contain all of the information you should consider before investing in the Notes. You should read carefully the entire offering memorandum, including "Risk Factors" and the documents incorporated by reference herein, which are described under "Incorporation of Certain Documents by Reference" and "Where You Can Find More Information."

In this offering memorandum, unless the context otherwise requires or as otherwise indicated, references to "Petrobras" mean Petróleo Brasileiro S.A.-Petrobras and its consolidated subsidiaries taken as a whole, and references to "PGF" mean Petrobras Global Finance B.V., a wholly-owned subsidiary of Petrobras. Terms such as "we," "us" and "our" generally refer to both Petrobras and PGF, unless the context requires otherwise or as otherwise indicated.

PGF

PGF is a wholly-owned finance subsidiary of Petrobras, incorporated under the laws of The Netherlands as a private company with limited liability on August 2, 2012. PGF is an indirect subsidiary of Petrobras, and all of PGF's shares are held by Petrobras's Dutch subsidiary Petrobras International Braspetro B.V. PGF's business is to issue debt securities in the international capital markets to finance Petrobras's operations. PGF does not currently have any operations, revenues or assets other than those related to the issuance, administration and repayment of its debt securities. All debt securities issued by PGF are fully and unconditionally guaranteed by Petrobras. PGF was incorporated for an indefinite period of time.

Petrobras uses PGF as its main vehicle to issue securities in the international capital markets. PGF's first offering of notes fully and unconditionally guaranteed by Petrobras occurred in September 2012. In December 2014, PGF assumed the obligations of Petrobras's former finance subsidiary Petrobras International Finance Company S.A. ("PifCo") under all then outstanding notes originally issued by PifCo, which continue to benefit from Petrobras's full and unconditional guarantee.

PGF's registered office is located at Weena 762, 3014 DA Rotterdam, The Netherlands, and our telephone number is 31 (0) 10 206-7000.

Petrobras

Petrobras is one of the world's largest integrated oil and gas companies, engaging in a broad range of oil and gas activities. Petrobras is a *sociedade de economia mista*, organized and existing under the laws of Brazil. For the years ended December 31, 2015 and 2016, Petrobras had sales revenues of U.S.$97.3 billion and U.S.$81.4 billion, gross profit of U.S.$29.8 billion and U.S.$26.0 billion, and net loss attributable to shareholders of Petrobras of U.S.$8.5 billion and U.S.$4.8 billion, respectively. For the six-month period ended June 30, 2017, Petrobras had sales revenues of US$42.6 billion, gross profit of U.S.$14.2 billion and net income attributable to shareholders of Petrobras of US$1.5 billion. In 2016, Petrobras's average domestic daily oil production was 2,144 mbbl/d, which represented more than 85% of Brazil's total oil production. Petrobras engages in a broad range of activities, which cover the following segments of its operations:

- *Exploration and Production*: this segment covers the activities of exploration, development and production of crude oil, LNG (liquefied natural gas) and natural gas in Brazil and abroad, for the primary purpose of supplying our domestic refineries and selling surplus crude oil and oil products produced in natural gas processing plants to the domestic and foreign markets. Our exploration and production segment also operates through partnerships with other companies;
- *Refining, Transportation and Marketing*: this segment covers refining, logistics, transport and trading of crude oil and oil products in Brazil and abroad, exports of ethanol, extraction and processing of shale, as well as holding interests in petrochemical companies in Brazil;

- *Gas and Power*: this segment covers the activities of transportation, trading of natural gas produced in Brazil and abroad, imported natural gas, transportation and trading of LNG, generation and trading of electricity, as well as holding interests in transporters and distributors of natural gas and in thermoelectric power plants in Brazil, in addition to being responsible for our fertilizer business;
- *Distribution*: this segment covers activities of Petrobras Distribuidora S.A., which sells oil products, ethanol and vehicle natural gas in Brazil. This segment also includes distribution of oil products operations abroad (South America); and
- *Biofuel*: this business segment covers production of biodiesel and its co-products, as well as ethanol-related activities such as equity investments, production and trading of ethanol, sugar and the surplus electric power generated from sugarcane bagasse.

Additionally, we have a Corporate segment that has activities that are not attributed to the other business segments, notably those related to corporate financial management, corporate overhead and other expenses, including actuarial expenses related to the pension and medical benefits for retired employees and their dependents. For further information regarding our business segments, see Note 4.2. to our audited consolidated financial statements for the year ended December 31, 2016.

Petrobras's principal executive office is located at Avenida República do Chile, 65, 20031-912 – Rio de Janeiro RJ, Brazil, its telephone number is (55-21) 3224-4477, and our website is www.petrobras.com.br. The information on our website, which might be accessible through a hyperlink resulting from this URL, is not and shall not be deemed to be incorporated into this offering memorandum.

THE OFFERING

Issuer	Petrobras Global Finance B.V., or "PGF."
The 2025 Notes	U.S.$1,000,000,000 aggregate principal amount of 5.299% Global Notes due 2025, or the "2025 Notes."
The 2028 Notes	U.S.$1,000,000,000 aggregate principal amount of 5.999% Global Notes due 2028, or the "2028 Notes."
Issue Price	For the 2025 Notes: 100.000% of the aggregate principal amount, plus accrued interest from September 27, 2017, if settlement occurs after that date. For the 2028 Notes: 100.000% of the aggregate principal amount, plus accrued interest from September 27, 2017, if settlement occurs after that date.
Closing Date	September 27, 2017.
Maturity Date	For the 2025 Notes: January 27, 2025. For the 2028 Notes: January 27, 2028.
Interest	For the 2025 Notes: The 2025 Notes will bear interest from September 27, 2017, the date of original issuance of such notes, at the rate of 5.299% per annum, payable semi-annually in arrears on each interest payment date. For the 2028 Notes: The 2028 Notes will bear interest from September 27, 2017, the date of original issuance of such notes, at the rate of 5.999% per annum, payable semi-annually in arrears on each interest payment date.
Interest Payment Dates	January 27 and July 27 of each year, commencing on January 27, 2018.
Form and Denominations	The Notes sold in the United States in reliance on Rule 144A will be evidenced by a note in global form called a restricted global note, which will be deposited with a custodian for, and registered in the name of a nominee of, DTC. The Notes sold outside the Unites States in reliance on Regulation S will be evidenced by a separate note in global form called a Regulation S note, which also will be deposited with a custodian for, and registered in the name of a nominee of, DTC. Transfers of beneficial interests between the restricted global note and the Regulation S global note are subject to certification requirements. PGF will issue the Notes only in denominations of U.S.$2,000 and integral multiples of U.S.$1,000 in excess thereof.
Trustee, Registrar, Paying Agent and Transfer Agent	The Bank of New York Mellon.
Luxembourg Paying Agent, Transfer Agent and Listing Agent	The Bank of New York Mellon SA/NV, Luxembourg Branch.

Codes	
(a) CUSIP	For the 2025 Notes: Restricted Global Note: 71647N AT6 Regulation S Global Note: N6945A AJ6 For the 2028 Notes: Restricted Global Note: 71647N AW9 Regulation S Global Note: N6945A AK3
(b) ISIN	For the 2025 Notes: Restricted Global Note: US71647NAT63 Regulation S Global Note: USN6945AAJ62 For the 2028 Notes: Restricted Global Note: US71647NAW92 Regulation S Global Note: USN6945AAK36
(c) Common Codes	For the 2025 Notes: Restricted Global Note: 166228042 Regulation S Global Note: 166228425 For the 2028 Notes: Restricted Global Note: 166229049 Regulation S Global Note: 166228026
Use of Proceeds	PGF intends to use the net proceeds from the sale of the Notes for general corporate purposes, including to refinance upcoming maturities. See "Use of Proceeds."
Indentures	The 2025 Notes offered hereby will be issued pursuant to an indenture among PGF, Petrobras, The Bank of New York Mellon, a New York banking corporation, as trustee, and The Bank of New York Mellon SA/NV, Luxembourg Branch, as Luxembourg transfer agent and paying agent, to be dated as of the settlement date. The 2028 Notes offered hereby will be issued pursuant to an indenture among PGF, Petrobras, The Bank of New York Mellon, a New York banking corporation, as trustee, and The Bank of New York Mellon SA/NV, Luxembourg Branch, as Luxembourg transfer agent and paying agent, to be dated as of the settlement date. See "Description of the Notes."
Guaranties	The Notes will be unconditionally guaranteed by Petrobras under the guaranties. See "Description of the Guaranties."
Ranking	The Notes constitute general senior unsecured and unsubordinated obligations of PGF that will at all times rank *pari passu* among themselves and with all other unsecured unsubordinated indebtedness issued from time to time by PGF. The obligations of Petrobras under the guaranties constitute general senior unsecured obligations of Petrobras that will at all times rank *pari passu* among themselves and with all other senior unsecured obligations of

	Petrobras that are not, by their terms, expressly subordinated in right of payment to Petrobras's obligations under the guaranties.
Optional Redemption.....	PGF may redeem the Notes at any time in whole or in part by paying the greater of the principal amount of the Notes and the relevant "make-whole" amount, plus, in each case, accrued interest, as described under "Description of the Notes—Optional Redemption— Optional Redemption With 'Make-Whole' Amount for the Notes."
Early Redemption at PGF's Option Solely for Tax Reasons.....	The Notes will be redeemable in whole at their principal amount, plus accrued and unpaid interest, if any, to but excluding the relevant date of redemption, at PGF's option at any time only in the event of certain changes affecting taxation. See "Description of the Notes—Optional Redemption—Redemption for Taxation Reasons."
Registration Rights	Pursuant to a registration rights agreement to be entered into among PGF, Petrobras and the initial purchasers (the "Registration Rights Agreement"), PGF and Petrobras will agree to use their respective commercially reasonable efforts to file with the SEC a registration statement (an "Exchange Offer Registration Statement") on an appropriate form under the Securities Act, with respect to its offer to exchange the Notes for an equal principal amount of notes with substantially identical terms (the "A/B Exchange Notes") (subject to certain exceptions) (the "A/B Exchange Offer"), and to consummate the A/B Exchange Offer on or before September 30, 2018. In the event that applicable law, regulation or policy of the SEC does not allow the consummation of the A/B Exchange Offer, or upon the occurrence of certain other conditions, PGF will use its commercially reasonable efforts to file with the SEC a new "shelf" registration statement, or supplement an existing "shelf" registration statement to the extent necessary, covering resales of the Notes by the holders thereof; *provided* that PGF shall not be required to file a new "shelf" registration statement or supplement and existing "shelf" registrations statement during any statutory or self-imposed blackout or quiet period. With respect to the Notes, if a Registration Default (as defined herein) relating to the filing or declaration of effectiveness of a registration statement or the related A/B Exchange Offer occurs, the per annum interest rate on all outstanding Notes or, in the case of all other Registration Defaults, the per annum interest rate on the Notes to which such Registration Default relates, will increase by 0.25 % per annum with respect to each 90-day period that passes until all such Registration Defaults have been cured, up to a maximum amount of 1.00% per annum over the interest rate shown on the cover page of this Offering Memorandum; *provided* that any such additional interest on the Notes will cease to accrue on the later of the date on which such Notes become freely transferable pursuant to Rule 144 under the Securities Act See "Registration Rights."

Covenants

(a) PGF ..... The terms of the indentures will require PGF, among other things, to:

- pay all amounts owed by it under the indentures and the Notes when such amounts are due;
- maintain an office or agent in New York for the purpose of service of process and maintain a paying agent located in the United States;
- ensure that the Notes continue to be senior obligations of PGF;
- use proceeds from the issuance of the Notes for specified purposes; and
- replace the trustee upon any resignation or removal of the trustee.

In addition, the terms of the indentures will restrict the ability of PGF and its subsidiaries, among other things, to:

- undertake certain mergers, consolidations or similar transactions; and
- create certain liens on its assets or pledge its assets.

PGF's covenants are subject to a number of important qualifications and exceptions. See "Description of the Notes—Covenants."

(b) Petrobras ..... The terms of the guaranties will require Petrobras, among other things, to:

- pay all amounts owed by it in accordance with the terms of the guaranties and the indentures;
- maintain an office or agent in New York for the purpose of service of process;
- ensure that its obligations under the guaranties will continue to be senior obligations of Petrobras; and
- make available certain financial statements to the trustee.

In addition, the terms of the guaranties will restrict the ability of Petrobras and its subsidiaries, among other things, to:

- undertake certain mergers, consolidations or similar transactions; and
- create certain liens on its assets or pledge its assets.

Petrobras's covenants are subject to a number of important qualifications and exceptions. See "Description of the Guaranties—Covenants."

Events of Default	The following events of default will be events of default with respect to each series of the Notes: • failure to pay principal on the Notes of such series within seven calendar days of its due date; • failure to pay interest on the Notes of such series within 30 calendar days of any interest payment date; • breach by PGF of a covenant or agreement in the indentures or by Petrobras of a covenant or agreement in the guaranties of the Notes if not remedied within 60 calendar days; • acceleration of a payment on the indebtedness of PGF or Petrobras or any material subsidiary that equals or exceeds U.S.$200 million; • certain events of bankruptcy, reorganization, liquidation, insolvency, moratorium or intervention law or law with similar effect of PGF or Petrobras or any material subsidiary; • certain events relating to the unenforceability of the Notes, the indentures or the guaranties of the Notes against PGF or Petrobras; and • Petrobras ceasing to own at least 51% of PGF's outstanding voting shares. The events of default are subject to a number of important qualifications and limitations. See "Description of the Notes—Events of Default."
Further Issuances	PGF reserves the right, from time to time, without the consent of the holders of the Notes, to issue additional Notes on terms and conditions identical to those of the Notes, which additional Notes shall increase the aggregate principal amount of, and shall be consolidated and form a single series with, the series of Notes offered hereby. Any additional Notes shall be issued under a separate CUSIP or ISIN number unless the additional Notes are issued pursuant to a "qualified reopening" of the original series, are otherwise treated as part of the same "issue" of debt instruments as the original series or are issued with no more than a *de minimis* amount of original discount, in each case for U.S. federal income tax purposes. PGF may also issue other securities under the indentures which have different terms and conditions from the Notes. See "Description of the Notes."
Modification of Notes, Indentures and Guaranties	The terms of the indentures may be modified by PGF and the trustee, and the terms of the guaranties may be modified by Petrobras and the trustee, in some cases without the consent of the holders of the Notes. See "Description of the Notes—Modification and Waiver" and "Description of the Guaranties—Amendments."

Clearance and Settlement	The Notes will be issued in book-entry form through the facilities of DTC for the accounts of its direct and indirect participants, including Clearstream Banking, *société anonyme*, and Euroclear S.A./N.V., as operator of the Euroclear System, and will trade in DTC's Same-Day Funds Settlement System. Beneficial interests in Notes held in book-entry form will not be entitled to receive physical delivery of certificated Notes except in certain limited circumstances. For a description of certain factors relating to clearance and settlement, see "Clearance and Settlement."
Withholding Taxes; Additional Amounts	Any and all payments of principal, premium, if any, and interest in respect of the Notes will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments, levies, imposts or charges whatsoever imposed, levied, collected, withheld or assessed by Brazil, the jurisdiction of PGF's incorporation (currently The Netherlands) or any other jurisdiction in which PGF appoints a paying agent under the indentures, or any political subdivision or any taxing authority thereof or therein, unless such withholding or deduction is required by law. If PGF is required by law to make such withholding or deduction, it will pay such additional amounts as are necessary to ensure that the holders receive the same amount as they would have received without such withholding or deduction, subject to certain exceptions. In the event Petrobras is obligated to make payments to the holders under the guaranties, Petrobras will pay such additional amounts as are necessary to ensure that the holders receive the same amount as they would have received without such withholding or deduction, subject to certain exceptions. See "Description of the Notes—Covenants—Additional Amounts."
Governing Law	The indentures governing the Notes, the Notes, the guaranties, and the Registration Rights Agreement will be governed by, and construed in accordance with, the laws of the State of New York.
Listing	PGF has applied to have the Notes listed on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange.
Exchange Offers	Concurrently with this offering, we have announced our current intention to conduct exchange offers, or the "Exchange Offers," and tender offers for cash, or the "Tender Offers," involving certain of our series of notes outstanding, on the terms and subject to the conditions included in an exchange offering memorandum and an offer to purchase for cash, or the "Offer Documents." The Exchange Offers and the Tender Offers will be made available to eligible holders of the notes subject to the Exchange Offers. The Exchange Offers and the Tender Offers are conditioned upon the satisfaction of customary conditions, including the closing of the sale of the Notes offered hereby. This offering is not conditioned on the successful consummation of the Exchange Offers or the Tender Offers. The consideration payable by us in the Exchange Offers consists mainly of notes that shall be issued with identical terms to the Notes of each series, and shall be treated as a single class of securities of each series. Each series of notes issued pursuant to the Exchange Offers is expected to be fungible for U.S. federal income tax purposes with the corresponding series of Notes. Although we currently intend to consummate the Exchange Offers, we

	cannot guarantee that the Exchange Offers will be consummated on the terms contained in the Offer Documents or, if consummated, the number of notes subject to the Exchange Offers that will be tendered or the number of notes of the same series as the Notes that will be issued. However, if completed, we expect that the Exchange Offers will settle on the settlement date. This offering memorandum is not an offer to purchase or a solicitation of an offer to exchange or sell the notes subject to the Exchange Offers and the Tender Offers. The Exchange Offers and the Tender Offers will be made only by and pursuant to the terms of the Offer Documents. The initial purchasers are acting as dealer managers in the Exchange Offers and the Tender Offers.
Risk Factors.....	You should carefully consider the risk factors discussed beginning on page 10 and the other information included or incorporated by reference in this offering memorandum, before purchasing any Notes.

RISK FACTORS

Our annual report on Form 20-F for the year ended December 31, 2016 includes extensive risk factors relating to our operations, our compliance and control risks (including those related to material weaknesses in our internal control over financial reporting, the ongoing Lava Jato investigation and uncertainty relating to our methodology to estimate the incorrectly capitalized overpayments uncovered in the context of the Lava Jato investigation), our relationship with the Brazilian federal government, and to Brazil. You should carefully consider those risks and the risks described below, as well as the other information included or incorporated by reference in this offering memorandum before making a decision to invest in the Notes.

Risks Relating to PGF's Debt Securities

The market for the Notes may not be liquid.

Each series of Notes is an issuance of new securities with no established trading market. We applied to have the Notes approved for listing on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange. We can make no assurance as to the liquidity of or trading markets for the Notes offered by this offering memorandum. We cannot guarantee that holders of the Notes will be able to sell their Notes in the future. If a market for the Notes does not develop, holders of the Notes may not be able to resell the Notes for an extended period of time, if at all.

Restrictions on the movement of capital out of Brazil may impair your ability to receive payments on the guaranties and restrict Petrobras's ability to make payments to PGF in U.S. dollars.

In the past, the Brazilian economy has experienced balance of payment deficits and shortages in foreign exchange reserves, and the government has responded by restricting the ability of Brazilian or foreign persons or entities to convert *reais* into foreign currencies. The government may institute a restrictive exchange control policy in the future. Any restrictive exchange control policy could prevent or restrict our access to U.S. dollars, and consequently our ability to meet our U.S. dollar obligations under the guaranties and could also have a material adverse effect on our business, financial condition and results of operations. We cannot predict the impact of any such measures on the Brazilian economy. In the event that any such restrictive exchange control policies were instituted by the Brazilian government, we may face adverse regulatory consequences in The Netherlands that may lead us to redeem the Notes prior to their maturity.

In addition, payments by Petrobras under the guaranties in connection with PGF's Notes do not currently require approval by or registration with the Central Bank of Brazil. The Central Bank of Brazil may nonetheless impose prior approval requirements on the remittance of U.S. dollars, which could cause delays in such payments.

Petrobras would be required to pay judgments of Brazilian courts enforcing its obligations under the guaranties only in reais.

If proceedings were brought in Brazil seeking to enforce Petrobras's obligations in respect of the guaranties, Petrobras would be required to discharge its obligations only in *reais*. Under Brazilian exchange controls, an obligation to pay amounts denominated in a currency other than *reais*, which is payable in Brazil pursuant to a decision of a Brazilian court, will be satisfied in *reais* at the rate of exchange in effect on the date of payment, as determined by the Central Bank of Brazil.

A finding that Petrobras is subject to U.S. bankruptcy laws and that the guaranties executed by it was a fraudulent conveyance could result in the relevant PGF holders losing their legal claim against Petrobras.

PGF's obligation to make payments on the Notes is supported by Petrobras's obligation under the corresponding guaranties. Petrobras has been advised by our external U.S. counsel that the guaranties are valid and enforceable in accordance with the laws of the State of New York and the United States. In addition, Petrobras has been advised by our general counsel that the laws of Brazil do not prevent the guaranties from being valid, binding and enforceable against Petrobras in accordance with its terms.

In the event that U.S. federal fraudulent conveyance or similar laws are applied to the guaranties, and Petrobras, at the time it entered into the relevant guaranties:

- was or is insolvent or rendered insolvent by reason of our entry into such guaranties;
- was or is engaged in business or transactions for which the assets remaining with Petrobras constituted unreasonably small capital; or
- intended to incur or incurred, or believed or believe that Petrobras would incur, debts beyond Petrobras's ability to pay such debts as they mature; and
- in each case, intended to receive or received less than reasonable equivalent value or fair consideration therefor,

then Petrobras's obligations under the guaranties could be avoided, or claims with respect to that agreement could be subordinated to the claims of other creditors. Among other things, a legal challenge to the guaranties on fraudulent conveyance grounds may focus on the benefits, if any, realized by Petrobras as a result of the issuance of the Notes. To the extent that the guaranties are held to be a fraudulent conveyance or unenforceable for any other reason, the holders of the Notes would not have a claim against Petrobras under the relevant guaranties and would solely have a claim against PGF. Petrobras cannot ensure that, after providing for all prior claims, there will be sufficient assets to satisfy the claims of the noteholders relating to any avoided portion of the guaranties.

We cannot assure you that the credit ratings for the Notes will not be lowered, suspended or withdrawn by the rating agencies.

The credit ratings of the Notes may change after issuance. Such ratings are limited in scope, and do not address all material risks relating to an investment in the Notes, but rather reflect only the views of the rating agencies at the time the ratings are issued. An explanation of the significance of such ratings may be obtained from the rating agencies. We cannot assure you that such credit ratings will remain in effect for any given period of time or that such ratings will not be lowered, suspended or withdrawn entirely by the rating agencies, if, in the judgment of such rating agencies, circumstances so warrant. Any lowering, suspension or withdrawal of such ratings may have an adverse effect on the market price and marketability of the Notes.

The Notes will be subject to transfer restrictions which could limit your ability to resell your Notes.

The Notes have not been registered under the Securities Act or any state securities laws and may not be sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. These exemptions include offers and sales that occur outside the United States in compliance with Regulation S and in accordance with any applicable securities laws of any other jurisdiction and sales to qualified institutional buyers, as defined under Rule 144A. Consequently, a holder of Notes may bear the economic risk of its investment in the Notes for the term of the Notes. For a discussion of certain restrictions on resale and transfer, see "Transfer Restrictions."

Pursuant to the terms of the Registration Rights Agreement, we intend to file a registration statement with the SEC and to cause that registration statement to become effective with respect to the exchange notes to be issued in exchange for the Notes offered hereby. The SEC, however, has broad discretion to declare any registration statement effective and may delay or deny the effectiveness of any registration statement for a variety of reasons.

Risks Relating to PGF and Petrobras

PGF's operations and debt servicing capabilities are dependent on Petrobras.

PGF's financial position and results of operations are directly affected by Petrobras's decisions. PGF is an indirect, wholly-owned finance subsidiary of Petrobras incorporated in The Netherlands as a private company with limited liability. PGF does not currently have any operations, revenues or assets other than those related to its primary business of raising money for the purpose of on-lending to Petrobras and other subsidiaries of Petrobras. PGF's ability to satisfy its obligations under the Notes will depend on payments made to PGF by Petrobras and other subsidiaries of Petrobras under the loans made by PGF. The Notes and all debt securities issued by PGF will be fully and unconditionally guaranteed by Petrobras. Petrobras's financial condition and results of operations, as well as Petrobras's financial support of PGF, directly affect PGF's operational results and debt servicing capabilities.

USE OF PROCEEDS

The net proceeds from the sale of the Notes, after payment of the initial purchasers' discounts but before expenses, are expected to be approximately U.S.$1,994.0 million.

PGF intends to use the net proceeds from the sale of the Notes for general corporate purposes, including to refinance upcoming maturities.

RATIO OF EARNINGS TO FIXED CHARGES

The following table contains the consolidated ratios of earnings to fixed charges of Petrobras for the six-month periods ended June 30, 2017 and 2016, and the years ended December 31, 2016, 2015, 2014, 2013 and 2012, in each case, determined in accordance with IFRS.

	Six-months ended June 30,		Year ended December 31,				
	2017	2016	2016	2015	2014	2013	2012
	(U.S.$ million) (Unaudited)		(U.S.$ million)				
Net income (loss) before income taxes	4,370	394	(3,665)	(9,748)	(8,824)	13,410	14,493
Results in equity-accounted investments	(386)	(212)	218	177	(218)	(507)	(43)
Dividend on equity-accounted investments	180	215	473	259	387	146	241
Add fixed charges as adjusted (set forth below)	5,685	5,272	11,071	10,157	10,285	9,331	8,615
Less capitalized borrowing costs	(968)	(796)	(1,729)	(1,773)	(3,600)	(3,921)	(3,807)
Earnings	8,881	4,873	6,368	(928)	(1,970)	18,459	19,499
Interest expense:							
Debt interest and charges	3,931	3,653	7,764	6,858	6,734	5,491	5,152
Rental interest expense[1]	1,754	1,619	3,307	3,299	3,551	3,840	3,463
Fixed charges	5,685	5,272	11,071	10,157	10,285	9,331	8,615
Ratio (earnings divided by fixed charges)[2]	1.56	0.92	0.58	(0.09)	(0.19)	1.98	2.26

(1) One third of operating lease expenses.

(2) This calculation indicates a less than one-to-one coverage for the six months ended June 30, 2016 and the years ended December 31, 2016, 2015 and 2014. Earnings available for fixed charges were inadequate to cover total fixed charges. The deficient amounts for the ratio were U.S.$399 million in the six months ended June 30, 2016 and U.S.$4,703 million, U.S.$11,085 million, and U.S.$12,255 million for 2016, 2015 and 2014, respectively.

RATIO OF EARNINGS TO FIXED CHARGES AND PREFERRED DIVIDENDS

The following table contains the consolidated ratios of earnings to fixed charges and preferred dividends of Petrobras for the six-month periods ended June 30, 2017 and 2016, and for the years ended December 31, 2016, 2015, 2014, 2013 and 2012, in each case, determined in accordance with IFRS.

	Six-months ended June 30,		Year ended December 31,				
	2017	2016	2016	2015	2014	2013	2012
	(U.S.$ million) (Unaudited)		(U.S.$ million)				
Net income (loss) before income taxes	4,370	394	(3,665)	(9,748)	(8,824)	13,410	14,493
Results of equity-accounted investments	(386)	(212)	218	177	(218)	(507)	(43)
Dividend on equity-accounted investments	180	215	473	259	387	146	241
Add fixed charges as adjusted (set forth below)	5,685	5,272	11,071	10,157	10,285	9,331	8,615
Less capitalized borrowing costs	(968)	(796)	(1,729)	(1,773)	(3,600)	(3,921)	(3,807)
Earnings	8,881	4,873	6,368	(928)	(1,970)	18,459	19,499
Interest expense:							
Debt interest and charges	3,931	3,653	7,764	6,858	6,734	5,491	5,152
Rental interest expense[1]	1,754	1,619	3,307	3,299	3,551	3,840	3,463
Fixed charges	5,685	5,272	11,071	10,157	10,285	9,331	8,615
Dividends declared on preferred shares	–	–	–	–	–	2,313	2,699
Fixed charges and preferred dividends	5,685	5,272	11,071	10,157	10,285	11,644	11,314
Ratio (earnings divided by fixed charges and preferred dividends)[2]	1.56	0.92	0.58	(0.09)	(0.19)	1.59	1.72

(1) One third of operating lease expenses.

(2) This calculation indicates a less than one-to-one coverage for the six months ended June 30, 2016 and the year ended December 31, 2016, 2015 and 2014. Earnings available for fixed charges were inadequate to cover total fixed charges and preferred dividends. The deficient amounts for the ratio were U.S.$399 million in the six months ended June 30, 2016 and U.S.$4,703 million, U.S.$11,085 million, and U.S.$12,255 million for 2016, 2015 and 2014, respectively.

SELECTED FINANCIAL AND OPERATING INFORMATION

This offering memorandum incorporates by reference (i) our unaudited interim financial statements as of June 30, 2017 and for the six months ended June 30, 2017 and 2016, and (ii) our audited consolidated financial statements as of December 31, 2016 and 2015 and for the years ended December 31, 2016, 2015 and 2014, which have been prepared in accordance with IFRS as issued by the International Accounting Standards Board.

The selected financial data and operating information as of December 31, 2016 and 2015 and for the years ended December 31, 2016, 2015, 2014, 2013 and 2012, presented in the tables below have been derived from Petrobras's audited consolidated financial statements, which were audited by PricewaterhouseCoopers Auditores Independentes. The selected financial data and operating information as of June 30, 2017 and for the six months ended June 30, 2017 and 2016 have been derived from Petrobras's unaudited interim financial statements, which in the opinion of management, reflect all adjustments that are of a normal recurring nature necessary for a fair presentation of the results for such periods. The results of operations for the six months ended June 30, 2017 are not necessarily indicative of the operating results to be expected for the entire year. The selected consolidated financial data should be read in conjunction with, and are qualified in their entirety by reference to, Petrobras's financial statements and the accompanying notes incorporated by reference in this offering memorandum.

Balance Sheet Data

	As of June 30,	As of December 31,				
	2017	2016	2015	2014	2013	2012
	(U.S.$ million)	(U.S.$ million)				
Assets:						
Cash and cash equivalents	23,569	21,205	25,058	16,655	15,868	13,520
Marketable securities	1,003	784	780	9,323	3,885	10,431
Trade and other receivables, net	4,376	4,769	5,554	7,969	9,670	11,099
Inventories	8,047	8,475	7,441	11,466	14,225	14,552
Assets classified as held for sale	2,047	5,728	152	5	2,407	143
Other current assets	4,013	3,808	4,194	5,414	6,600	8,049
Long-term receivables	20,410	20,420	19,426	18,863	18,782	18,856
Investments	3,720	3,052	3,527	5,753	6,666	6,106
Property, plant and equipment	173,884	175,470	161,297	218,730	227,901	204,901
Intangible assets	3,189	3,272	3,092	4,509	15,419	39,739
Total assets	244,258	246,983	230,521	298,687	321,423	327,396
Liabilities and shareholders' equity:						
Total current liabilities	21,151	24,903	28,573	31,118	35,226	34,070
Non-current liabilities[1]	38,406	36,159	24,411	30,373	30,839	42,976
Long-term debt[2]	105,763	108,371	111,482	120,218	106,235	88,484
Total liabilities	165,320	169,433	164,466	181,709	172,300	165,530
Shareholders' equity						
Share capital (net of share issuance costs)	107,101	107,101	107,101	107,101	107,092	107,083
Reserves and other comprehensive income (deficit)[3]	(28,921)	(30,322)	(41,865)	9,171	41,435	53,631
Shareholders' equity attributable to the shareholders of Petrobras	78,180	76,779	65,236	116,272	148,527	160,714
Non-controlling interests	758	771	819	706	596	1,152
Total shareholders' equity	78,938	77,550	66,055	116,978	149,123	161,866
Total liabilities and shareholders' equity	244,258	246,983	230,521	298,687	321,423	327,396

(1) Excludes long-term debt.
(2) Excludes current portion of long-term debt.
(3) Change in interest in subsidiaries, profit reserve and accumulated other comprehensive income (deficit).

Income Statement Data

	For the Six-Months Ended June 30,		For the Year Ended December 31,				
	2017	2016	2016[1]	2015[1]	2014[1]	2013	2012
	(U.S.$ million, except for share and per share data) (Unaudited)		(U.S.$ million, except for share and per share data)				
Sales revenues	42,560	38,309	81,405	97,314	143,657	141,462	144,103
Net income (loss) before finance income (expense), results in equity-accounted investments and income taxes	9,196	4,132	4,308	(1,130)	(7,407)	16,214	16,900
Net income (loss) attributable to the shareholders of Petrobras	1,513	(212)	(4,838)	(8,450)	(7,367)	11,094	11,034
Weighted average number of shares outstanding:							
Common	7,442,454,142	7,442,454,142	7,442,454,142	7,442,454,142	7,442,454,142	7,442,454,142	7,442,454,142
Preferred	5,602,042,788	5,602,042,788	5,602,042,788	5,602,042,788	5,602,042,788	5,602,042,788	5,602,042,788
Net income (loss) before financial results and income taxes per:							
Common and Preferred shares	0.70	0.32	0.33	(0.09)	(0.57)	1.24	1.30
Common and Preferred ADS	1.40	0.64	0.66	(0.18)	(1.14)	2.48	2.60
Basic and diluted earnings (losses) per:							
Common and Preferred shares	0.12	(0.02)	(0.37)	(0.65)	(0.56)	0.85	0.85
Common and Preferred ADS	0.24	(0.04)	(0.74)	(1.30)	(1.12)	1.70	1.70
Cash dividends per[2]:							
Common shares	–	–	–	–	–	0.22	0.24
Preferred shares	–	–	–	–	–	0.41	0.48
Common ADS	–	–	–	–	–	0.44	0.48
Preferred ADS	–	–	–	–	–	0.82	0.96

(1) In 2014, we wrote off U.S.$2,527 million of incorrectly capitalized overpayments. For the years ended 2016, 2015 and 2014, we recognized impairment losses of U.S.$6,193 million, U.S.$12,299 million, and U.S.$16,823 million, respectively. See Notes 3 and 14 to our audited consolidated financial statements for the years ended December 31, 2016, 2015 and 2014 for further information.

(2) Pre-tax interest on capital and/or dividends proposed for the year. Amounts were translated from the original amounts in *reais* considering the balance sheet date exchange rate.

CAPITALIZATION

The following table sets out the consolidated debt and capitalization of Petrobras as of June 30, 2017, including accrued interest, as adjusted to give effect to the issue of the Notes offered hereby and the use of proceeds therefrom, after deduction of commissions and expenses we must pay in connection with this offering, without giving effect to the application of net cash proceeds of this offering.

	As of June 30, 2017	
	Actual	**As Adjusted**
	(U.S.$ million)	
Finance lease obligations:		
Current portion of finance lease obligations	22	22
Non-current portion	217	217
Total finance lease obligations	239	239
Total debt:		
Current portion of total debt	7,833	7,833
Non-current portion of total debt	105,763	107,754
Total debt:		
Foreign currency denominated	91,049	93,040
Local currency denominated	22,547	22,547
Total debt	113,596	115,587
Non-controlling interest	758	758
Petrobras's shareholders' equity[(1)]	78,180	78,180
Total capitalization	**192,773**	**194,764**

(1) Comprising (a) 7,442,454,142 shares of common stock and (b) 5,602,042,788 shares of preferred stock, in each case with no par value and in each case which have been authorized and issued.

DESCRIPTION OF THE NOTES

This section of this offering memorandum summarizes the material terms of the indentures governing the Notes and the Notes of each series. It does not, however, describe all of the terms of the indentures and the Notes of each series and is qualified in its entirety by reference to the provisions of the indentures and the Notes of each series. We urge you to read the indentures in connection with the Notes, because they will define your rights as holders of the Notes. You may obtain copies of the indentures upon written request to the trustee and, for so long as the Notes are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange, at the office of the paying agent in Luxembourg.

The Indenture

PGF will issue the Notes of each series under an indenture to be dated as of the settlement date among PGF, Petrobras, The Bank of New York Mellon, a New York banking corporation, as trustee, and The Bank of New York Mellon SA/NV, Luxembourg Branch, as Luxembourg transfer agent and paying agent, which provides the specific terms of the Notes of each series offered by this offering memorandum, including granting holders rights against Petrobras under the guaranties.

The 2025 Notes

The 2025 Notes will be general, senior, unsecured and unsubordinated obligations of PGF having the following basic terms:

The title of the 2025 Notes will be the 5.299% Global Notes due 2025;

The 2025 Notes will:

- be issued in an aggregate principal amount of U.S.$1,000,000,000;
- mature on January 27, 2025;
- bear interest at a rate of 5.299% per annum from September 27, 2017, the date of issuance of the Notes, until maturity or early redemption and until all required amounts due in respect of the Notes have been paid;
- be issued in global registered form without interest coupons attached;
- be issued and may be transferred only in principal amounts of U.S.$2,000 and in integral multiples of U.S.$1,000 in excess thereof;
- be unconditionally guaranteed by Petrobras pursuant to a guaranty described below under "— Guaranties;" and
- be payable at 100% of their principal amount plus accrued and unpaid interest and additional amounts at maturity.

All payments of principal and interest on the Notes will be paid in U.S. dollars;

Interest on the Notes will be paid semi-annually on January 27 and July 27 of each year (each of which we refer to as an "interest payment date"), commencing on January 27, 2018 and the regular record date for any interest payment date will be the business day preceding that date;

As described under "Registration Rights," PGF will agree to use its commercially reasonable efforts to file with the SEC a registration statement under the Securities Act, with respect to its offer to exchange the Notes for an equal principal amount of notes with substantially identical terms. If the exchange offer is not

consummated, or if a registration statement is not available for resales of the Notes, within the time periods described under "Registration Rights," additional interest will accrue and be payable on the Notes;

In the case of amounts not paid by PGF under the indenture and the 2025 Notes (or Petrobras under the guaranty for the 2025 Notes), interest will continue to accrue on such amounts at a default rate equal to 0.5% in excess of the interest rate on the 2025 Notes, from and including the date when such amounts were due and owing and through and excluding the date of payment of such amounts by PGF or Petrobras; and

All money paid by PGF or Petrobras to the trustee or any paying agent for principal and interest on the 2025 Notes, which remains unclaimed at the end of two years after the amount is due to a holder, will, subject to any relevant unclaimed property laws or regulations, be repaid to PGF or Petrobras upon written request thereof, and thereafter holders of 2025 Notes in certificated form may look only to PGF or Petrobras for payment.

Despite the Brazilian government's ownership interest in Petrobras, the Brazilian government is not responsible in any manner for PGF's obligations under the 2025 Notes or Petrobras's obligations under the guaranty for the 2025 Notes.

The 2028 Notes

The 2028 Notes will be general, senior, unsecured and unsubordinated obligations of PGF having the following basic terms:

The title of the 2028 Notes will be the 5.999% Global Notes due 2028;

The 2028 Notes will:

- be issued in an aggregate principal amount of U.S.$1,000,000,000;
- mature on January 27, 2028;
- bear interest at a rate of 5.999% per annum from September 27, 2017, the date of issuance of the Notes, until maturity or early redemption and until all required amounts due in respect of the Notes have been paid;
- be issued in global registered form without interest coupons attached;
- be issued and may be transferred only in principal amounts of U.S.$2,000 and in integral multiples of U.S.$1,000 in excess thereof;
- be unconditionally guaranteed by Petrobras pursuant to a guaranty described below under "— Guaranties;" and
- be payable at 100% of their principal amount plus accrued and unpaid interest and additional amounts at maturity.

All payments of principal and interest on the Notes will be paid in U.S. dollars;

Interest on the Notes will be paid semi-annually on January 27 and July 27 of each year (each of which we refer to as an "interest payment date"), commencing on January 27, 2018 and the regular record date for any interest payment date will be the business day preceding that date;

As described under "Registration Rights," PGF will agree to use its commercially reasonable efforts to file with the SEC a registration statement under the Securities Act, with respect to its offer to exchange the Notes for an equal principal amount of notes with substantially identical terms. If the exchange offer is not

consummated, or if a registration statement is not available for resales of the Notes, within the time periods described under "Registration Rights," additional interest will accrue and be payable on the Notes;

In the case of amounts not paid by PGF under the indenture and the 2028 Notes (or Petrobras under the guaranty for the 2028 Notes), interest will continue to accrue on such amounts at a default rate equal to 0.5% in excess of the interest rate on the 2028 Notes, from and including the date when such amounts were due and owing and through and excluding the date of payment of such amounts by PGF or Petrobras; and

All money paid by PGF or Petrobras to the trustee or any paying agent for principal and interest on the 2028 Notes, which remains unclaimed at the end of two years after the amount is due to a holder, will, subject to any relevant unclaimed property laws or regulations, be repaid to PGF or Petrobras upon written request thereof, and thereafter holders of 2028 Notes in certificated form may look only to PGF or Petrobras for payment.

Despite the Brazilian government's ownership interest in Petrobras, the Brazilian government is not responsible in any manner for PGF's obligations under the 2028 Notes or Petrobras's obligations under the guaranty for the 2028 Notes.

Guaranties

Petrobras will unconditionally and irrevocably guarantee the full and punctual payment when due, whether at the maturity date of the Notes, or earlier or later by acceleration or otherwise, of all of PGF's obligations now or hereafter existing under the indentures and the Notes, whether for principal, interest, make-whole premium, fees, indemnities, costs, expenses or otherwise. The guaranties will be unsecured and will rank equally with all of Petrobras's other existing and future unsecured and unsubordinated debt including guaranties previously issued by Petrobras in connection with prior issuances of indebtedness. See "Description of the Guaranties."

Depositary with Respect to Global Notes

The Notes will be issued in global registered form with the Depository Trust Company, or "DTC," as depositary. For further information in this regard, see "Clearance and Settlement."

Events of Default

The following events will be events of default with respect to each series of the Notes:

- PGF does not pay the principal on the Notes of such series within seven calendar days of its due date and the trustee has not received such amounts from Petrobras under the relevant guaranty by the end of that seven-day period.

- PGF does not pay interest or other amounts, including any additional amounts, on the Notes of such series within 30 calendar days of their due date and the trustee has not received such amounts from Petrobras under the relevant guaranties by the end of that 30-day period.

- PGF or Petrobras remains in breach of any covenant or any other term in respect of the Notes of such series issued under the indentures or guaranties for 60 calendar days after receiving a notice of default stating that it is in breach. The notice must be sent by either the trustee or holders of 25% of the principal amount of the Notes.

- The maturity of any indebtedness of PGF or Petrobras or a material subsidiary in a total aggregate principal amount of U.S.$200,000,000 (or its equivalent in another currency) or more is accelerated in accordance with the terms of that indebtedness, it being understood that prepayment or redemption by us or a material subsidiary of any indebtedness is not acceleration for this purpose.

- PGF or Petrobras or any material subsidiary stops paying or is generally unable to pay its debts as they become due, except in the case of a winding-up, dissolution or liquidation for the purpose of and followed by a consolidation, spin-off, merger, conveyance or transfer duly approved by the note holders of that series.

- In the case PGF or Petrobras or any material subsidiary, if proceedings are initiated against it under any applicable liquidation, insolvency, composition, reorganization, winding up or any other similar laws, or under any other law for the relief of, or relating to, debtors, and such proceeding is not dismissed or stayed within 90 calendar days.

- An administrative or other receiver, manager or administrator, or any such or other similar official is appointed in relation to, or a distress, execution, attachment, sequestration or other process is levied or put in force against, the whole or a substantial part of the undertakings or assets of PGF or Petrobras or any material subsidiary and is not discharged or removed within 90 calendar days.

- PGF or Petrobras or any material subsidiary voluntarily commences proceedings under any applicable liquidation, insolvency, composition, reorganization or any other similar laws, PGF or Petrobras or any material subsidiary enters into any composition or other similar arrangement with our creditors under applicable Brazilian law (such as a *recuperação judicial or extrajudicial*, which is a type of liquidation agreement).

- PGF or Petrobras or any material subsidiary files an application for the appointment of an administrative or other receiver, manager or administrator, or any such or other similar official, in relation to PGF or Petrobras or any material subsidiary, or PGF or Petrobras or any material subsidiary takes legal action for a readjustment or deferment of any part of our indebtedness.

- An effective resolution is passed, or any authorized action is taken by any court of competent jurisdiction, directing PGF or Petrobras or any material subsidiary's winding-up, dissolution or liquidation, except for the purpose of and followed by a consolidation, merger, conveyance or transfer duly approved by the note holders of that series.

- The Notes of such series, the indenture, the relevant guaranty or any part of those documents cease to be in full force and effect or binding and enforceable against PGF or Petrobras, or it becomes unlawful for PGF or Petrobras to perform any material obligation under any of the foregoing documents to which it is a party.

- PGF or Petrobras contests the enforceability of the Notes of such series, the indenture or the relevant guaranty, or denies that it has liability under any of the foregoing documents to which it is a party.

- Petrobras fails to retain at least 51% direct or indirect ownership of the outstanding voting and economic interests (equity or otherwise) of and in PGF.

For purposes of the events of default:

- "indebtedness" means any obligation (whether present or future, actual or contingent and including any guaranties) for the payment or repayment of money which has been borrowed or raised (including money raised by acceptances and all leases which, under IFRS, would be a capital lease obligation).

- "material subsidiary" means a subsidiary of Petrobras which on any given date of determination accounts for more than 15% of Petrobras's total consolidated assets (as set forth on Petrobras's most recent balance sheet prepared in accordance with IFRS).

Covenants

PGF will be subject to the following covenants with respect to the Notes:

Payment of Principal and Interest

PGF will duly and punctually pay the principal of and any premium and interest and other amounts (including any additional amounts in the event withholding and other taxes are imposed in Brazil or the jurisdiction of incorporation of PGF) on the Notes in accordance with the Notes and the indentures.

Maintenance of Corporate Existence

PGF will maintain its corporate existence and take all reasonable actions to maintain all rights, privileges and the like necessary or desirable in the normal conduct of business, activities or operations, unless PGF's board of directors determines that maintaining such rights and privileges is no longer desirable in the conduct of PGF's business and is not disadvantageous in any material respect to holders.

Maintenance of Office or Agency

So long as Notes are outstanding, PGF will maintain in the Borough of Manhattan, the City of New York, an office or agency where notices to and demands upon it in respect of the indentures and the Notes may be served.

Initially, this office will be located at 570 Lexington Avenue, 43rd Floor, New York, New York 10022-6837. PGF will not change the designation of the office without prior written notice to the trustee and designating a replacement office in the same general location.

Ranking

PGF will ensure that the Notes will at all times constitute its general senior, unsecured and unsubordinated obligations and will rank *pari passu*, without any preferences among themselves, with all of its other present and future unsecured and unsubordinated obligations (other than obligations preferred by statute or by operation of law).

Use of Proceeds

PGF intends to use the net proceeds from the sale of the Notes for general corporate purposes, including to refinance upcoming maturities. See "Use of Proceeds."

Statement by Managing Directors as to Default

PGF will deliver to the trustee, within 90 calendar days after the end of its fiscal year, a directors' certificate, stating whether or not to the best knowledge of its signers thereof there is an event of default in connection with the performance and observance of any of the terms, provisions and conditions of the indentures or the Notes and, if there is such an event of default by PGF, specifying all such events of default and their nature and status of which the signers may have knowledge.

Provision of Financial Statements and Reports

In the event that PGF files any financial statements or reports with the SEC or publishes or otherwise makes such statements or reports publicly available in The Netherlands, the United States or elsewhere, PGF will furnish a copy of the statements or reports to the trustee within 15 calendar days of the date of filing or the date the information is published or otherwise made publicly available. As long as the financial statements or reports are publicly available and accessible electronically by the trustee, the filing or electronic publication of such financial statements or reports will comply with PGF's obligation to deliver such statements and reports to the trustee. PGF will provide to the trustee with prompt written notification at such time that PGF becomes or ceases to be a reporting company. The trustee will have no obligation to determine if and when PGF's financial statements or reports, if any, are publicity available and accessible electronically.

Along with each such financial statement or report, if any, PGF will provide a directors' certificate stating (i) that a review of PGF's activities has been made during the period covered by such financial statements with a

view to determining whether PGF has kept, observed, performed and fulfilled its covenants and agreements under the indentures; and (ii) that no event of default, has occurred during that period or, if one or more have actually occurred, specifying all those events and what actions have been taken and will be taken with respect to that event of default.

Delivery of these reports, information and documents to the trustee is for informational purposes only and the trustee's receipt of any of those will not constitute constructive notice of any information contained in them or determinable from information contained in them, including PGF's compliance with any of its covenants under the indentures (as to which the trustee is entitled to rely exclusively on directors' certificates).

Appointment to Fill a Vacancy in Office of Trustee

PGF, whenever necessary to avoid or fill a vacancy in the office of trustee, will appoint a successor trustee in the manner provided in the indentures so that there will at all times be a trustee with respect to the Notes.

Payments and Paying Agents

PGF will, prior to 3:00 p.m., New York City time, on the business day preceding any payment date of the principal of or interest on the Notes or other amounts (including additional amounts), deposit with the trustee a sum sufficient to pay such principal, interest or other amounts (including additional amounts) so becoming due.

For long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and trade on the EuroMTF Market of the Luxembourg Stock Exchange, PGF will also maintain a paying agent and a transfer agent in Luxembourg.

All payments on the Notes will be subject in all cases to any applicable tax, fiscal or other laws and regulations in any jurisdictions, but without prejudice to the provisions of "—Additional Amounts." For the purposes of the preceding sentence, the phrase "applicable tax, fiscal or other laws and regulations" will include any obligation on us to withhold or deduct from a payment pursuant to Section 1471(b) of the Internal Revenue Code of 1986, as amended (the "Code"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations thereunder or official interpretations thereof or any law implementing an intergovernmental approach thereto (collectively, "FATCA").

Additional Amounts

Except as provided below, PGF or Petrobras, as applicable, will make all payments of amounts due under the Notes and the indentures and each other document entered into in connection with the Notes and the indentures without withholding or deducting any present or future taxes, levies, deductions or other governmental charges of any nature imposed by Brazil, the jurisdiction of PGF's incorporation (currently The Netherlands) or any jurisdiction in which PGF appoints a paying agent under the indentures, or any political subdivision of such jurisdictions (the "taxing jurisdictions"). If PGF or Petrobras, as applicable, is required by law to withhold or deduct any taxes, levies, deductions or other governmental charges, PGF or Petrobras, as applicable, will make such deduction or withholding, make payment of the amount so withheld to the appropriate governmental authority and pay the holders any additional amounts necessary to ensure that they receive the same amount as they would have received without such withholding or deduction. For the avoidance of doubt, the foregoing obligations shall extend to payments under the guaranties.

All references to principal, premium, if any, and interest in respect of the Notes will be deemed to refer to any additional amounts which may be payable as set forth in the indentures or in the Notes.

PGF or Petrobras, as applicable, will not, however, pay any additional amounts in connection with any tax, levy, deduction or other governmental charge that is imposed due to any of the following ("excluded additional amounts"):

- the holder has a connection with the taxing jurisdiction other than merely holding the Notes or receiving principal or interest payments on the Notes (such as citizenship, nationality, residence, domicile, or existence of a business, a permanent establishment, a dependent agent, a place of business or a place of management, present or deemed present within the taxing jurisdiction);

- any tax imposed on, or measured by, net income;

- the holder fails to comply with any certification, identification or other reporting requirements concerning its nationality, residence, identity or connection with the taxing jurisdiction, if (i) such compliance is required by applicable law, regulation, administrative practice or treaty as a precondition to exemption from all or a part of the tax, levy, deduction or other governmental charge, (ii) the holder is able to comply with such requirements without undue hardship and (iii) at least 30 calendar days prior to the first payment date with respect to which such requirements under the applicable law, regulation, administrative practice or treaty will apply, PGF or Petrobras, as applicable, has notified all holders or the trustee that they will be required to comply with such requirements;

- the holder fails to present (where presentation is required) its Notes within 30 calendar days after PGF has made available to the holder a payment under the Notes and the indentures, *provided that* PGF or Petrobras, as applicable, will pay additional amounts which a holder would have been entitled to had the Notes owned by such holder been presented on any day (including the last day) within such 30 calendar day period;

- any estate, inheritance, gift, value added, Financial Transactions Tax ("FTT"), use or sales taxes or any similar taxes, assessments or other governmental charges; or

- where the holder would have been able to avoid the tax, levy, deduction or other governmental charge by taking reasonable measures available to such holder.

PGF shall promptly pay when due any present or future stamp, court or documentary taxes or any other excise or property taxes, charges or similar levies that are imposed by a taxing jurisdiction from any payment under the Notes or under any other document or instrument referred to in the indentures or from the execution, delivery, enforcement or registration of the Notes or any other document or instrument referred to in the indentures. PGF shall indemnify and make whole the holders of the Notes for any present or future stamp, court or documentary taxes or any other excise or property taxes, charges or similar levies payable by PGF as provided in this paragraph paid by such holder. As provided in "—Payments and Paying Agents," all payments in respect of the Notes will be made subject to any withholding or deduction required pursuant to FATCA, and we will not be required to pay any additional amounts on account of any such deduction or withholding required pursuant to FATCA.

Negative Pledge

So long as any Note of a series remains outstanding, PGF will not create or permit any lien, other than a PGF permitted lien, on any of its assets to secure (i) any of its indebtedness or (ii) the indebtedness of any other person, unless PGF contemporaneously creates or permits such lien to secure equally and ratably its obligations under such series of the Notes as is duly approved by a resolution of the holders of such series of the Notes in accordance with the indentures. In addition, PGF will not allow any of its material subsidiaries, if any, to create or permit any lien, other than a PGF permitted lien, on any of its assets to secure (i) any of its indebtedness; (ii) any of the material subsidiary's indebtedness or (iii) the indebtedness of any other person, unless it contemporaneously creates or permits the lien to secure equally and ratably its obligations under each series of the Notes and the indentures or PGF provides such other security for such series of the Notes and the indentures as is duly approved by a resolution of the holders of such series of the Notes in accordance with the indentures. This covenant is subject to a number of important exceptions, including an exception that permits PGF to grant liens in respect of indebtedness the principal amount of which, in the aggregate, together with all other liens not otherwise described in a specific exception, does not exceed 20% of PGF's consolidated total assets (as determined in accordance with IFRS) at any time as at which PGF's balance sheet is prepared and published in accordance with applicable law.

Limitation on Consolidation, Merger, Sale or Conveyance

PGF will not, in one or a series of transactions, consolidate or amalgamate with or merge into any corporation or convey, lease, spin-off or transfer substantially all of its properties, assets or revenues to any person or entity (other than a direct or indirect subsidiary of Petrobras) or permit any person (other than a direct or indirect subsidiary of PGF) to merge with or into it unless such consolidation, amalgamation, merger, lease, spin-off or transfer of properties, assets or revenues does not violate any provision of Dutch financial regulatory laws and:

- either PGF is the continuing entity or the person (the "successor company") formed by the consolidation or into which PGF is merged or that acquired (through a transfer of assets, a spin-off or otherwise) or leased the property or assets of PGF will assume (jointly and severally with PGF unless PGF will have ceased to exist as a result of that merger, consolidation or amalgamation), by supplemental indentures, all of PGF's obligations under the indentures and the Notes;

- the successor company (jointly and severally with PGF unless PGF will have ceased to exist as part of the merger, consolidation or amalgamation) agrees to indemnify each holder against any tax, assessment or governmental charge thereafter imposed on the holder solely as a consequence of the consolidation, merger, conveyance, spin-off, transfer or lease with respect to the payment of principal of, or interest on, the Notes;

- immediately after giving effect to the transaction, no event of default, and no default has occurred and is continuing;

- PGF has delivered to the trustee a directors' certificate and an opinion of counsel, each stating that the transaction, and each supplemental indenture relating to the transaction, comply with the terms of the indentures, and that all conditions precedent provided for in the indentures and relating to the transaction have been complied with; and

- PGF has delivered notice of any such transaction to the trustee.

Notwithstanding anything to the contrary in the foregoing, so long as no default or event of default under the indentures or the Notes will have occurred and be continuing at the time of the proposed transaction or would result from the transaction:

- PGF may merge, amalgamate or consolidate with or into, or convey, transfer, spin-off, lease or otherwise dispose of all or substantially all of its properties, assets or revenues to a direct or indirect subsidiary of PGF or Petrobras in cases when PGF is the surviving entity in the transaction and the transaction would not have a material adverse effect on PGF and its subsidiaries taken as a whole, it being understood that if PGF is not the surviving entity, PGF will be required to comply with the requirements set forth in the previous paragraph; or

- any direct or indirect subsidiary of PGF may merge or consolidate with or into, or convey, transfer, spin-off, lease or otherwise dispose of assets to, any person (other than PGF or any of its subsidiaries or affiliates) in cases when the transaction would not have a material adverse effect on PGF and its subsidiaries taken as a whole; or

- any direct or indirect subsidiary of PGF may merge or consolidate with or into, or convey, transfer, spin-off, lease or otherwise dispose of assets to, any other direct or indirect subsidiary of PGF or Petrobras; or

- any direct or indirect subsidiary of PGF may liquidate or dissolve if PGF determines in good faith that the liquidation or dissolution is in the best interests of Petrobras, and would not result in a material adverse effect on PGF and its subsidiaries taken as a whole and if the liquidation or dissolution is part of a corporate reorganization of PGF or Petrobras.

PGF may omit to comply with any term, provision or condition set forth in certain covenants applicable to a series of the Notes or any term, provision or condition of the indentures, if before the time for the compliance the holders of at least a majority of the principal amount of the outstanding Notes of such series waive the compliance, but no waiver can operate except to the extent expressly waived, and, until a waiver becomes effective, PGF's

obligations and the duties of the trustee in respect of any such term, provision or condition will remain in full force and effect.

As used above, the following terms have the meanings set forth below:

"indebtedness" means any obligation (whether present or future, actual or contingent and including any guaranties) for the payment or repayment of money which has been borrowed or raised (including money raised by acceptances and all leases which, under IFRS, would be a capital lease obligation).

A "guaranties" means an obligation of a person to pay the indebtedness of another person including, without limitation:

- an obligation to pay or purchase such indebtedness;
- an obligation to lend money or to purchase or subscribe for shares or other securities or to purchase assets or services in order to provide funds for the payment of such indebtedness;
- an indemnity against the consequences of a default in the payment of such indebtedness; or
- any other agreement to be responsible for such indebtedness.

A "lien" means any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance on any property or asset including, without limitation, any equivalent created or arising under applicable law.

A "PGF permitted lien" means any:

(a) lien arising by operation of law, such as merchants', maritime or other similar liens arising in PGF's ordinary course of business or that of any subsidiary or lien in respect of taxes, assessments or other governmental charges that are not yet delinquent or that are being contested in good faith by appropriate proceedings;

(b) lien arising from PGF's obligations under performance bonds or surety bonds and appeal bonds or similar obligations incurred in the ordinary course of business and consistent with PGF's past practice;

(c) lien arising in the ordinary course of business in connection with indebtedness maturing not more than one year after the date on which that indebtedness was originally incurred and which is related to the financing of export, import or other trade transactions;

(d) lien granted upon or with respect to any assets hereafter acquired by PGF or any subsidiary to secure the acquisition costs of those assets or to secure indebtedness incurred solely for the purpose of financing the acquisition of those assets, including any lien existing at the time of the acquisition of those assets, so long as the maximum amount so secured does not exceed the aggregate acquisition costs of all such assets or the aggregate indebtedness incurred solely for the acquisition of those assets, as the case may be;

(e) lien granted in connection with indebtedness of a wholly-owned subsidiary owing to PGF or another wholly-owned subsidiary;

(f) lien existing on any asset or on any stock of any subsidiary prior to the acquisition thereof by PGF or any subsidiary, so long as the lien is not created in anticipation of that acquisition;

(g) lien existing as of the date of the indentures;

(h) lien resulting from the indentures or the guaranties, if any;

(i) lien incurred in connection with the issuance of debt or similar securities of a type comparable to those already issued by PGF, on amounts of cash or cash equivalents on deposit in any reserve or similar account to pay interest on those securities for a period of up to 24 months as required by any rating agency as a condition to the rating agency rating those securities as investment grade;

(j) lien granted or incurred to secure any extension, renewal, refinancing, refunding or exchange (or successive extensions, renewals, refinancings, refundings or exchanges), in whole or in part, of or for any indebtedness secured by liens referred to in paragraphs (a) through (i) above (but not paragraph (c)), so long as the lien does not extend to any other property, the principal amount of the indebtedness secured by the lien is not increased, and in the case of paragraphs (a), (b) and (f), the obligees meet the requirements of the applicable paragraph; and

(k) lien in respect of indebtedness the principal amount of which in the aggregate, together with all other liens not otherwise qualifying as PGF permitted liens pursuant to another part of this definition of PGF permitted liens, does not exceed 20% of PGF's consolidated total assets (as determined in accordance with IFRS) at any date as at which PGF's balance sheet is prepared and published in accordance with applicable law.

A "wholly-owned subsidiary" means, with respect to any corporate entity, any person of which 100% of the outstanding capital stock (other than qualifying shares, if any) having by its terms ordinary voting power (not dependent on the happening of a contingency) to elect the board of directors (or equivalent controlling governing body) of that person, is at the time owned or controlled directly or indirectly by that corporate entity, by one or more wholly-owned subsidiaries of that corporate entity or by that corporate entity and one or more wholly-owned subsidiaries.

Notices

For so long as Notes in global form are outstanding, notices to be given to holders will be given to the trustee in accordance with its applicable policies in effect from time to time. If Notes are issued in individual definitive form, notices to be given to holders will be deemed to have been given upon the mailing by first class mail of such notices to holders of the Notes at their registered addresses as they appear in the registrar's records.

From and after the date the Notes are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange and so long as it is required by the rules of such exchange, all notices to holders of Notes will be published in English:

(1) in a leading newspaper having a general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*);

(2) if such Luxembourg publication in not practicable, in one other leading English language newspaper being published on each day in morning editions, whether or not it shall be published in Saturday, Sunday or holiday editions; or

(3) on the website of the Luxembourg Stock Exchange, *www.bourse.lu*.

Notices shall be deemed to have been given on the date of publication as aforesaid or, if published on different dates, on the date of the first such publication. In addition, notices will be mailed to holders of Notes at their registered addresses.

Optional Redemption

PGF will not be permitted to redeem the Notes before their stated maturity, except as set forth below. The Notes will not be entitled to the benefit of any sinking fund (we will not deposit money on a regular basis into any separate account to repay your Notes). In addition, you will not be entitled to require us to repurchase your Notes from you before the stated maturity.

On and after the redemption date, interest will cease to accrue on the Notes or any portion of the Notes called for redemption (unless we default in the payment of the redemption price and accrued interest). On or before the business day prior to any redemption date, we will deposit with the trustee money sufficient to pay the redemption price of and (unless the redemption date shall be an interest payment date) accrued interest to the redemption date on the Notes to be redeemed on such date. If less than all of the Notes of any series are to be redeemed, the Notes to be redeemed shall be selected by the trustee by such method as set forth in the indentures.

Optional Redemption With "Make-Whole" Amount for the Notes

PGF will have the right at our option to redeem the Notes, in whole or in part, at any time or from time to time prior to their maturity, on at least 30 days' but not more than 60 days' notice, at a redemption price equal to the greater of (i) 100% of the principal amount of such Notes and (ii) the sum of the present values of each remaining scheduled payment of principal and interest thereon (exclusive of interest accrued to the date of redemption) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate *plus* 50 basis points with respect to the 2025 Notes, and 50 basis points with respect to the 2028 Notes, *plus* in each case accrued interest on the principal amount of such Notes to the date of redemption.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity or interpolated maturity (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"Comparable Treasury Issue" means the United States Treasury security or securities selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such Notes.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by us.

"Comparable Treasury Price" means, with respect to any redemption date (i) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotation or (ii) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, or their respective affiliates, which are primary United States government securities dealers, and two other leading primary United States government securities dealers in New York City reasonably designated by us in writing; *provided*, *however*, that if any of the foregoing shall cease to be a primary United States government securities dealer in New York City (a "Primary Treasury Dealer"), we will substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotation" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time on the third business day preceding such redemption date.

On and after the redemption date, interest will cease to accrue on the Notes or any portion of the Notes called for redemption (unless we default in the payment of the redemption price and accrued interest). On or before the redemption date, we will deposit with the trustee money sufficient to pay the redemption price of and (unless the redemption date shall be an interest payment date) accrued interest to the redemption date on the Notes to be redeemed on such date. If less than all of the Notes of any series are to be redeemed, the Notes to be redeemed shall be selected by the trustee by such method as set forth in the indentures.

Redemption for Taxation Reasons

We have the option, subject to certain conditions, to redeem each series of the Notes in whole at their principal amount, plus accrued and unpaid interest, if any, to the relevant date of redemption, if and when, as a result of a change in, execution of, or amendment to, any laws or treaties or the official application or interpretation of any laws or treaties applicable to PGF or Petrobras, we would be required to pay additional amounts related to the deduction of certain withholding taxes in respect of certain payments on such series of the Notes. See "—Covenants—Additional Amounts."

The optional tax redemption set forth in this offering memorandum shall apply with the reincorporation of PGF being treated as the adoption of a successor entity. Such redemption shall not be available if the reincorporation was performed in anticipation of a change in, execution of or amendment to any laws or treaties or the official application or interpretation of any laws or treaties in such new jurisdiction of incorporation that would result in the obligation to pay additional amounts.

Further Issuances

Each indenture by its terms does not limit the aggregate principal amount of securities that may be issued under it and permits the issuance, from time to time, of additional notes (also referred to as add-on Notes) of the same series as those offered under this offering memorandum. The ability to issue add-on Notes is subject to several requirements, however, including that (i) no event of default under such indenture or event that with the passage of time or other action may become an event of default (such event being a "default") will have occurred and then be continuing or will occur as a result of that additional issuance, (ii) the add-on Notes will rank *pari passu* and have equivalent terms and benefits as the Notes of such series offered under this offering memorandum except for the price to the public and the issue date. and (iii) any add-on Notes shall be issued under a separate CUSIP or ISIN number unless the add-on Notes are issued pursuant to a "qualified reopening" of the original series, are otherwise treated as part of the same "issue" of debt instruments as the original series or are issued with no more than a *de minimis* amount of original discount, in each case for U.S. federal income tax purposes. Any add-on Notes with respect to any series of the Notes will be part of the same series as such Notes that PGF is currently offering and the holders will vote on all matters in relation to the applicable Notes as a single series.

Covenant Defeasance

We can make the deposit described below and be released from all or some of the restrictive covenants that apply to the Notes of a series. This is called "covenant defeasance." In that event, you would lose the protection of those restrictive covenants but would gain the protection of having money and securities set aside in trust to repay the Notes of a series. In order to achieve covenant defeasance, we must do the following:

- We must irrevocably deposit in trust for the benefit of all direct holders of the Notes of a series a combination of money and non-callable U.S. government or U.S. government agency debt securities or bonds that, in the opinion of a nationally recognized firm of independent accountants, will generate enough cash without reinvestment to make interest, principal and any other payments, including additional amounts, on the Notes of such series on their various due dates.

- We must deliver to the trustee a legal opinion of our counsel confirming that under then current U.S. federal income tax law we may make the above deposit without causing you to be taxed on the Notes of such series any differently than if we did not make the deposit and just repaid the Notes of such series ourselves.

- If the Notes of a series are listed on any securities exchange, we must deliver to the trustee a legal opinion of our counsel confirming that the deposit, defeasance and discharge will not cause the Notes of such series to be delisted.

If we accomplish covenant defeasance, the following provisions of the relevant indenture and/or the Notes of a series would no longer apply:

- Any of the covenants applicable to the series of Notes described under "—Covenants.".

- The events of default relating to breach of those covenants being defeased and acceleration of the maturity of other debt, described under "—Events of Default."

If we accomplish covenant defeasance, you can still look to us for repayment of the Notes if there were a shortfall in the trust deposit. In fact, if any event of default occurred (such as our bankruptcy) and the Notes become immediately due and payable, there may be such a shortfall. Depending on the event causing the default, you may not be able to obtain payment of the shortfall.

Modification and Waiver

There are three types of changes we can make to the indentures and the Notes.

Changes Requiring Your Approval. These are changes that cannot be made to the Notes without the specific approval of each holder of Notes of a series. These are the following types of changes:

- change the stated maturity of the principal, interest or premium on the Notes of a series;

- reduce any amounts due on the Notes of a series;

- change any obligation to pay the additional amounts described under "—Covenants—Additional Amounts;"

- reduce the amount of principal payable upon acceleration of the maturity of the Notes of a series following a default;

- change the place or currency of payment on the Notes of a series;

- impair any of the conversion or exchange rights of the Notes of a series;

- impair any right to sue for payment, conversion or exchange;

- reduce the percentage of holders of Notes of a series whose consent is needed to modify or amend the relevant indenture;

- reduce the percentage of holders of Notes of a series whose consent is needed to waive compliance with various provisions of the relevant indenture or to waive specified defaults; and

- modify any other aspect of the provisions dealing with modification and waiver of the relevant indenture.

Changes Requiring a Majority Vote. These are changes to the indentures and the Notes of a series that require a vote of approval by the holders of Notes that together represent a majority of the outstanding principal amount of the particular series affected. Most changes fall into this category, except for clarifying changes, amendments, supplements and other changes that would not adversely affect holders of the Notes in any material respect. For example, this vote would be required for us to obtain a waiver of all or part of any covenants applicable to the Notes or a waiver of a past default.

Changes Not Requiring Approval. These changes do not require any vote by holders of Notes. This type is limited to clarifications of ambiguities, omissions, defects and inconsistencies, amendments, supplements and other changes that would not adversely affect holders of the Notes of a series in any material respect, such as adding covenants, additional events of default or successor trustees.

When taking a vote and deciding how much principal amount to attribute to the Notes of a series that we, any of our affiliates and any other obligor under the Notes acquire or hold, will not be counted as outstanding when determining voting rights. In addition, Notes will not be considered outstanding, and therefore will not be eligible to vote, if we have deposited or set aside in trust for you money for their payment or redemption.

We will generally be entitled to set any day as a record date for the purpose of determining the holders of outstanding Notes that are entitled to vote or take other action under the indentures. In limited circumstances, the trustee will be entitled to set a record date for action by holders. If we or the trustee set a record date for a vote or other action to be taken by holders of a particular series, that vote or action may be taken only by persons who are holders of outstanding Notes of that series on the record date and must be taken within 180 days following the record date or another period that we or, if it sets the record date, the trustee may specify. We may shorten or lengthen (but not beyond 180 days) this period from time to time.

Street name and other indirect holders should consult their banks or brokers for information on how approval may be granted or denied if we seek to change the indentures or the Notes of a series or request a waiver.

Conversion

The Notes will not be convertible into, or exchangeable for, any other securities.

Listing

PGF has applied to have the Notes listed on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange. Following the issuance of the Notes, PGF has used, and will use, its commercially reasonable efforts to obtain and maintain such admission to listing and trading; provided that if PGF is unable to list the Notes on the Official List of the Luxembourg Stock Exchange and/or the Notes do not trade on the EuroMTF Market of the Luxembourg Stock Exchange, or if as a result of any applicable rule, requirement or legislation, PGF would be required to publish financial information either more regularly than it otherwise would be required to or according to accounting principles which are materially different from the accounting principles which Petrobras would otherwise use to prepare its published financial information, PGF may delist the Notes in accordance with the rules of the Luxembourg Stock Exchange and it will use its commercially reasonable efforts to list and maintain a listing of the Notes on a different section of the Luxembourg Stock Exchange or on such other listing authority, stock exchange and/or quotation system inside or outside the European Union as PGF may decide.

Currency Rate Indemnity

PGF has agreed that, if a judgment or order made by any court for the payment of any amount in respect of any Notes is expressed in a currency (the "judgment currency") other than U.S. dollars (the "denomination currency"), PGF will indemnify the relevant holder and the trustee against any deficiency arising from any variation in rates of exchange between the date as of which the denomination currency is notionally converted into the judgment currency for the purposes of the judgment or order and the date of actual payment. This indemnity will constitute a separate and independent obligation from PGF's other obligations under the indentures, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted from time to time and will continue in full force and effect notwithstanding any judgment or order for a liquidated sum or sums in respect of amounts due in respect of the relevant Note or under any judgment or order described above.

The Trustee, Paying Agent and Transfer Agent

The Bank of New York Mellon, a New York banking corporation, is the trustee under the indentures and has been appointed by PGF as registrar, paying agent and transfer agent with respect to the Notes. The address of the trustee is 101 Barclay Street, 7E, New York, New York 10286. PGF will at all times maintain a paying agent in New York City until the Notes are paid. The Bank of New York Mellon SA/NV, Luxembourg Branch has been designated paying agent in Luxembourg with respect to the Notes.

Any corporation or association into which the trustee or any agent named above may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the trustee or any agent shall be a party, or any corporation or association to which all or substantially all of the corporate trust business of the trustee or any agent may be sold or otherwise transferred, shall be the successor trustee or relevant agent, as applicable, hereunder without any further act.

DESCRIPTION OF THE GUARANTIES

General

Petrobras will unconditionally and irrevocably guarantee the Notes (the "guaranties") for the benefit of the holders on the terms and conditions described below.

The following summary describes the material provisions of the guaranties. You should read the more detailed provisions of the guaranties, including the defined terms, for provisions that may be important to you. This summary is subject to, and qualified in its entirety by reference to, the provisions of the applicable guaranties.

Despite the Brazilian government's ownership interest in Petrobras, the Brazilian government is not responsible in any manner for PGF's obligations under the Notes, or Petrobras's obligations under the guaranties.

Ranking

The obligations of Petrobras under the guaranties will constitute general unsecured obligations of Petrobras which at all times will rank *pari passu* with all other senior unsecured obligations of Petrobras that are not, by their terms, expressly subordinated in right of payment to the obligations of Petrobras under the guaranties.

In addition, Petrobras's obligations under the guaranties of the Notes rank, and will rank, *pari passu* with its obligations in respect of outstanding and future guaranties of indebtedness issued by PGF.

Nature of Obligation

Petrobras will unconditionally and irrevocably guarantee (by way of a first demand guarantee) the full and punctual payment when due, whether at the maturity date of the Notes, or earlier or later by acceleration or otherwise, of all of PGF's obligations now or hereafter existing under the indentures and the Notes, whether for principal, interest, make-whole premium, fees, indemnities, costs, expenses, tax payments or otherwise (such obligations being referred to as the "guaranteed obligations").

The obligation of Petrobras to pay amounts in respect of the guaranteed obligations will be absolute and unconditional (thus waiving any benefits of order set forth under Brazilian law, including those established in articles 827, 834, 835, 838 and 839 of the Brazilian Civil Code, under article 794, caput, of the Brazilian Civil Procedure Code) upon failure of PGF to make, at the maturity date of the Notes or earlier upon any acceleration or otherwise of the applicable Notes in accordance with the terms of the indentures, any payment in respect of principal, interest or other amounts due under the indentures and the applicable series of the Notes on the date any such payment is due. If PGF fails to make payments to the trustee in respect of the guaranteed obligations, Petrobras will, upon notice from the trustee, immediately pay to the trustee such amount of the guaranteed obligations payable under the indentures and the Notes. All amounts payable by Petrobras under the guaranties will be payable in U.S. dollars and in immediately available funds to the trustee. Petrobras will not be relieved of its obligations under any guaranties unless and until the trustee receives all amounts required to be paid by Petrobras under such guaranties (and any related event of default under the indentures has been cured), including payment of the total non-payment overdue interest.

Events of Default

There are no events of default under the guaranties. The indentures, however, contain events of default relating to Petrobras that may trigger an event of default and acceleration of the Notes. See "Description of the Notes—Events of Default." Upon any such acceleration (including any acceleration arising out of the insolvency or similar events relating to Petrobras), if PGF fails to pay all amounts then due under the Notes and the indentures, Petrobras will be obligated to make such payments pursuant to the guaranties.

Covenants

For so long as any of the Notes, as applicable, are outstanding and Petrobras has obligations under the guaranties, Petrobras will, and will cause each of its subsidiaries, as applicable, to comply with the terms of the following covenants:

Performance Obligations under the Guaranties and Indentures

Petrobras will pay all amounts owed by it and comply with all its other obligations under the terms of the relevant guaranty and the indentures in accordance with the terms of those agreements.

Maintenance of Corporate Existence

Petrobras will maintain in effect its corporate existence and all necessary registrations and take all actions to maintain all rights, privileges, titles to property, franchises, concessions and the like necessary or desirable in the normal conduct of its business, activities or operations. However, this covenant will not require Petrobras to maintain any such right, privilege, title to property or franchise if the failure to do so does not, and will not, have a material adverse effect on Petrobras taken as a whole or have a materially adverse effect on the rights of the holders of the Notes.

Maintenance of Office or Agency

Petrobras will maintain in the Borough of Manhattan, The City of New York, an office or agency where notices to and demands upon Petrobras in respect of the guaranty of such series may be served. Initially this office will be located at Petrobras's existing principal U.S. office at 570 Lexington Avenue, 43rd Floor, New York, New York 10022-6837. Petrobras will agree not to change the designation of their office without prior written notice to the trustee and designation of a replacement office in the same general location.

Ranking

Petrobras will ensure at all times that its obligations under the guaranties will be its general senior unsecured and unsubordinated obligations and will rank *pari passu*, without any preferences among themselves, with all other present and future senior unsecured and unsubordinated obligations of Petrobras (other than obligations preferred by statute or by operation of law) that are not, by their terms, expressly subordinated in right of payment to the obligations of Petrobras under the guaranties.

Provision of Financial Statements and Reports

Petrobras will provide to the trustee, in English or accompanied by a certified English translation thereof, (i) within 90 calendar days after the end of each fiscal quarter (other than the fourth quarter), its unaudited and consolidated statement of financial position and statement of income calculated in accordance with IFRS, and (ii) within 120 calendar days after the end of each fiscal year, its audited and consolidated statement of financial position and statement of income calculated in accordance with IFRS. As long as the financial statements or reports are publicly available and accessible electronically by the trustee, the filing or electronic publication of such financial statements or reports will comply with the Petrobras's obligation to deliver such statements and reports to the trustee. The trustee will have no obligation to determine if and when Petrobras's financial statements or reports, if any, are publicity available and accessible electronically.

Along with each such financial statement or report, if any, Petrobras will provide an officers' certificate stating that a review of Petrobras's and PGF's activities has been made during the period covered by such financial statements with a view to determining whether Petrobras and PGF have kept, observed, performed and fulfilled their covenants and agreements under the guaranties and the indentures, as applicable, and that no event of default has occurred during such period.

In addition, whether or not Petrobras is required to file reports with the SEC, Petrobras will file with the SEC and deliver to the trustee (for redelivery to all holders of the Notes, upon written request) all reports and other information it would be required to file with the SEC under the Exchange Act if it were subject to those regulations. If the SEC does not permit the filing described above, Petrobras will provide annual and interim reports and other information to the trustee within the same time periods that would be applicable if Petrobras were required and permitted to file these reports with the SEC.

Delivery of these reports, information and documents to the trustee is for informational purposes only and the trustee's receipt of any of those shall not constitute constructive notice of any information contained in them or determinable from information contained therein, including Petrobras's compliance with any of its covenants in the guaranties (as to which the trustee is entitled to rely exclusively on officer's certificates).

Negative Pledge

Petrobras will not create or permit any lien, other than a Petrobras permitted lien, on any of its assets to secure (i) any of its indebtedness or (ii) the indebtedness of any other person, unless Petrobras contemporaneously creates or permits the lien to secure equally and ratably its obligations under the guaranties or Petrobras provides other security for its obligations under the guaranties as is duly approved by a resolution of the holders of each series of Notes in accordance with the indentures. In addition, Petrobras will not allow any of its material subsidiaries to create or permit any lien, other than a Petrobras permitted lien, on any of Petrobras's assets to secure (i) any of its indebtedness, (ii) any of the material subsidiary's indebtedness or (iii) the indebtedness of any other person, unless Petrobras contemporaneously creates or permits the lien to secure equally and ratably Petrobras's obligations under the guaranties or Petrobras provides such other security for its obligations under the guaranties as is duly approved by a resolution of the holders of each series of Notes in accordance with the indentures.

As used in this "Negative Pledge" section, the following terms have the respective meanings set forth below:

A "guaranty" means an obligation of a person to pay the indebtedness of another person including without limitation:

- an obligation to pay or purchase such indebtedness;
- an obligation to lend money, to purchase or subscribe for shares or other securities or to purchase assets or services in order to provide funds for the payment of such indebtedness;
- an indemnity against the consequences of a default in the payment of such indebtedness; or
- any other agreement to be responsible for such indebtedness.

"indebtedness" means any obligation (whether present or future, actual or contingent and including, without limitation, any guaranties) for the payment or repayment of money which has been borrowed or raised (including money raised by acceptances and all leases which, under generally accepted accounting principles in the country of incorporation of the relevant obligor, would constitute a capital lease obligation).

A "lien" means any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance on any property or asset including, without limitation, any equivalent created or arising under applicable law.

A "project financing" of any project means the incurrence of indebtedness relating to the exploration, development, expansion, renovation, upgrade or other modification or construction of such project pursuant to which the providers of such indebtedness or any trustee or other intermediary on their behalf or beneficiaries designated by any such provider, trustee or other intermediary are granted security over one or more qualifying assets relating to such project for repayment of principal, premium and interest or any other amount in respect of such indebtedness.

A "qualifying asset" in relation to any project means:

- any concession, authorization or other legal right granted by any governmental authority to Petrobras or any of Petrobras's subsidiaries, or any consortium or other venture in which Petrobras or any subsidiary has any ownership or other similar interest;

- any drilling or other rig, any drilling or production platform, pipeline, marine vessel, vehicle or other equipment or any refinery, oil or gas field, processing plant, real property (whether leased or owned), right of way or plant or other fixtures or equipment;

- any revenues or claims that arise from the operation, failure to meet specifications, failure to complete, exploitation, sale, loss or damage to, such concession, authorization or other legal right or such drilling or other rig, drilling or production platform, pipeline, marine vessel, vehicle or other equipment or refinery, oil or gas field, processing plant, real property, right of way, plant or other fixtures or equipment or any contract or agreement relating to any of the foregoing or the project financing of any of the foregoing (including insurance policies, credit support arrangements and other similar contracts) or any rights under any performance bond, letter of credit or similar instrument issued in connection therewith;

- any oil, gas, petrochemical or other hydrocarbon-based products produced or processed by such project, including any receivables or contract rights arising therefrom or relating thereto and any such product (and such receivables or contract rights) produced or processed by other projects, fields or assets to which the lenders providing the project financing required, as a condition therefore, recourse as security in addition to that produced or processed by such project; and

- shares or other ownership interest in, and any subordinated debt rights owing to Petrobras by, a special purpose company formed solely for the development of a project, and whose principal assets and business are constituted by such project and whose liabilities solely relate to such project.

A "Petrobras permitted lien" means a:

(a) lien granted in respect of indebtedness owed to the Brazilian government, *Banco Nacional de Desenvolvimento Econômico e Social* or any official government agency or department of Brazil or of any state or region of Brazil;

(b) lien arising by operation of law, such as merchants', maritime or other similar liens arising in Petrobras's ordinary course of business or that of any subsidiary or lien in respect of taxes, assessments or other governmental charges that are not yet delinquent or that are being contested in good faith by appropriate proceedings;

(c) lien arising from Petrobras's obligations under performance bonds or surety bonds and appeal bonds or similar obligations incurred in the ordinary course of business and consistent with Petrobras's past practice;

(d) lien arising in the ordinary course of business in connection with indebtedness maturing not more than one year after the date on which that indebtedness was originally incurred and which is related to the financing of export, import or other trade transactions;

(e) lien granted upon or with respect to any assets hereafter acquired by Petrobras or any subsidiary to secure the acquisition costs of those assets or to secure indebtedness incurred solely for the purpose of financing the acquisition of those assets, including any lien existing at the time of the acquisition of those assets, so long as the maximum amount so secured will not exceed the aggregate acquisition costs of all such assets or the aggregate indebtedness incurred solely for the acquisition of those assets, as the case may be;

(f) lien granted in connection with the indebtedness of a wholly-owned subsidiary owing to Petrobras or another wholly-owned subsidiary;

(g) lien existing on any asset or on any stock of any subsidiary prior to its acquisition by Petrobras or any subsidiary so long as that lien is not created in anticipation of that acquisition;

(h) lien over any qualifying asset relating to a project financed by, and securing indebtedness incurred in connection with, the project financing of that project by Petrobras, any of Petrobras's subsidiaries or any consortium or other venture in which Petrobras or any subsidiary has any ownership or other similar interest;

(i) lien existing as of the date of the indentures;

(j) lien resulting from the indentures, the Notes and the guaranties, if any;

(k) lien incurred in connection with the issuance of debt or similar securities of a type comparable to those already issued by Petrobras, on amounts of cash or cash equivalents on deposit in any reserve or similar account to pay interest on such securities for a period of up to 24 months as required by any rating agency as a condition to such rating agency rating such securities investment grade, or as is otherwise consistent with market conditions at such time;

(l) lien granted or incurred to secure any extension, renewal, refinancing, refunding or exchange (or successive extensions, renewals, refinancings, refundings or exchanges), in whole or in part, of or for any indebtedness secured by any lien referred to in paragraphs (a) through (k) above (but not paragraph (d)), *provided that* such lien does not extend to any other property, the principal amount of the indebtedness secured by the lien is not increased, and in the case of paragraphs (a), (b), (c) and (g), the obligees meet the requirements of that paragraph, and in the case of paragraph (h), the indebtedness is incurred in connection with a project financing by Petrobras, any of Petrobras's subsidiaries or any consortium or other venture in which Petrobras or any subsidiary have any ownership or other similar interest; and

(m) lien in respect of indebtedness the principal amount of which in the aggregate, together with all liens not otherwise qualifying as Petrobras permitted liens pursuant to another part of this definition of Petrobras permitted liens, does not exceed 20% of Petrobras's consolidated total assets (as determined in accordance with IFRS) at any date as at which Petrobras's balance sheet is prepared and published in accordance with applicable law.

A "wholly-owned subsidiary" means, with respect to any corporate entity, any person of which 100% of the outstanding capital stock (other than qualifying shares, if any) having by its terms ordinary voting power (not dependent on the happening of a contingency) to elect the board of directors (or equivalent controlling governing body) of that person is at the time owned or controlled directly or indirectly by that corporate entity, by one or more wholly-owned subsidiaries of that corporate entity or by that corporate entity and one or more wholly-owned subsidiaries.

A "material subsidiary" means a subsidiary of Petrobras which on any given date of determination accounts for more than 15% of Petrobras's total consolidated assets (as set forth on Petrobras's most recent balance sheet prepared in accordance with IFRS).

Limitation on Consolidation, Merger, Sale or Conveyance

Petrobras will not, in one or a series of transactions, consolidate or amalgamate with or merge into any corporation or convey, lease, spin-off or transfer substantially all of its properties, assets or revenues to any person or entity (other than a direct or indirect subsidiary of Petrobras) or permit any person (other than a direct or indirect subsidiary of Petrobras) to merge with or into it unless:

- either Petrobras is the continuing entity or the person (the "successor company") formed by such consolidation or into which Petrobras is merged or that acquired (through a transfer of assets, a spin-off or otherwise) or leased such property or assets of Petrobras will assume (jointly and severally with Petrobras unless Petrobras will have ceased to exist as a result of such merger, consolidation or amalgamation), by an amendment to the applicable guaranties, all of Petrobras's obligations under such guaranties;

- the successor company (jointly and severally with Petrobras unless Petrobras will have ceased to exist as part of such merger, consolidation or amalgamation) agrees to indemnify each holder against any tax, assessment or governmental charge thereafter imposed on such holder solely as a consequence of such consolidation, merger, conveyance, spin-off, transfer or lease with respect to the payment of principal of, or interest on, the 2025 Notes or the 2028 Notes, as applicable;

- immediately after giving effect to the transaction, no event of default, and no default has occurred and is continuing; and

- Petrobras has delivered to the trustee an officers' certificate and an opinion of counsel, each stating that that such merger, consolidation, sale, spin-off, transfer or other conveyance or disposition and the amendment to the applicable guaranty comply with the terms of the applicable guaranty and that all conditions precedent provided for in such guaranty and relating to such transaction have been complied with.

Notwithstanding anything to the contrary in the foregoing, so long as no default or event of default under the indentures or the 2025 Notes or the 2028 Notes, as applicable, has occurred and is continuing at the time of such proposed transaction or would result therefrom and Petrobras has delivered notice of any such transaction to the trustee:

- Petrobras may merge, amalgamate or consolidate with or into, or convey, transfer, spin-off, lease or otherwise dispose of all or substantially all of its properties, assets or revenues to a direct or indirect subsidiary of Petrobras in cases when Petrobras is the surviving entity in such transaction and such transaction would not have a material adverse effect on Petrobras and its subsidiaries taken as whole, it being understood that if Petrobras is not the surviving entity, Petrobras will be required to comply with the requirements set forth in the previous paragraph;

- any direct or indirect subsidiary of Petrobras may merge or consolidate with or into, or convey, transfer, spin-off, lease or otherwise dispose of assets to, any person (other than Petrobras or any of its subsidiaries or affiliates) in cases when such transaction would not have a material adverse effect on Petrobras and its subsidiaries taken as a whole;

- any direct or indirect subsidiary of Petrobras may merge or consolidate with or into, or convey, transfer, lease or otherwise dispose of assets to, any other direct or indirect subsidiary of Petrobras; or

- any direct or indirect subsidiary of Petrobras may liquidate or dissolve if Petrobras determines in good faith that such liquidation or dissolution is in the best interests of Petrobras, and would not result in a material adverse effect on Petrobras and its subsidiaries taken as a whole and if such liquidation or dissolution is part of a corporate reorganization of Petrobras.

Amendments

The guaranties may only be amended or waived in accordance with their terms pursuant to a written document which has been duly executed and delivered by Petrobras and the trustee, acting on behalf of the holders of the Notes of each series, as applicable. Because the guaranties form part of the indentures, they may be amended by Petrobras and the trustee, in some cases without the consent of the holders of the applicable Notes. See "Description of the Notes —Modification and Waiver."

Except as contemplated above, the indentures will provide that the trustee may execute and deliver any other amendment to the guaranties or grant any waiver thereof only with the consent of the holders of a majority in aggregate principal amount of the Notes of each series then outstanding.

Governing Law

The guaranties will be governed by the laws of the State of New York.

Jurisdiction

Petrobras has consented to the non-exclusive jurisdiction of any court of the State of New York or any U.S. federal court sitting in the Borough of Manhattan, The City of New York, New York, United States and any appellate court from any thereof. Service of process in any action or proceeding brought in such New York State federal court sitting in New York City may be served upon Petrobras at Petrobras's New York office located at 570 Lexington Avenue, 43rd Floor, New York, New York 10022-6837. The guaranties provide that if Petrobras no longer maintains an office in New York City, then it will appoint a replacement process agent within New York City as its authorized agent upon which process may be served in any action or proceeding.

Waiver of Immunities

To the extent that Petrobras may in any jurisdiction claim for itself or its assets immunity from a suit, execution, attachment, whether in aid of execution, before judgment or otherwise, or other legal process in connection with the guaranties (or any document delivered pursuant thereto) and to the extent that in any jurisdiction there may be immunity attributed to Petrobras, PGF or their assets, whether or not claimed, Petrobras has irrevocably agreed with the trustee, for the benefit of the holders, not to claim, and to irrevocably waive, the immunity to the full extent permitted by law.

Currency Rate Indemnity

Petrobras has agreed that, if a judgment or order made by any court for the payment of any amount in respect of any of its obligations under the guaranties is expressed in a currency (the "judgment currency") other than U.S. dollars (the "denomination currency"), Petrobras will indemnify the relevant holder and the trustee against any deficiency arising from any variation in rates of exchange between the date as of which the denomination currency is notionally converted into the judgment currency for the purposes of the judgment or order and the date of actual payment. This indemnity will constitute a separate and independent obligation from Petrobras's other obligations under the guaranties, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted from time to time and will continue in full force and effect.

REGISTRATION RIGHTS

The following description of the Registration Rights Agreement is a summary only and is qualified in its entirety by reference to all the provisions of the Registration Rights Agreement. A copy of the form of the Registration Rights Agreement is available upon request to us at our address set forth under "Where You Can Find More Information."

Pursuant to the Registration Rights Agreement, PGF and Petrobras will agree to use their respectively commercially reasonable efforts to file with the SEC a registration statement (the "Exchange Offer Registration Statement") on an appropriate form under the Securities Act with respect to its offer to exchange any of the Notes for A/B Exchange Notes. Upon the effectiveness of the Exchange Offer Registration Statement, PGF will offer to the holders of the Notes who are able to make certain representations the opportunity to exchange their Notes for A/B Exchange Notes. The A/B Exchange Notes will have terms identical to the Notes, except that the A/B Exchange Notes will not contain (i) the restrictions on transfer that are applicable to the Notes or (ii) any provisions for additional interest.

The Registration Rights Agreement will provide that: (i) unless the Exchange Offer would not be permitted by applicable law or SEC policy, PGF will use its commercially reasonable efforts to (a) file an Exchange Offer Registration Statement with the SEC on or before July 31, 2018, (b) have the Exchange Offer Registration Statement declared effective by the SEC on or before August 31, 2018, and (c) commence promptly after such declaration of effectiveness, and in any case issue, on or before September 30, 2018, A/B Exchange Notes in exchange for all Notes tendered prior to the expiration of the A/B Exchange Offer, and (ii) if obligated to file the Shelf Registration Statement (as defined below) with the SEC or amend or supplement an existing Registration Statement, PGF will use its commercially reasonable efforts to file the Shelf Registration Statement or amend or supplement an existing Registration Statement prior to the later of September 30, 2018 or 30 days after such filing obligation arises and PGF will use its commercially reasonable efforts to have such Shelf Registration Statement declared effective by the SEC on or prior to the 60th day after such filing was required to be made; *provided* that PGF shall not be required to file a Shelf Registration Statement or supplement an existing Shelf Registration Statement during any statutory or self-imposed blackout or quiet period. PGF will use its commercially reasonable efforts to keep such Shelf Registration Statement continuously effective, supplemented and amended until the first anniversary of the effective date of the Shelf Registration Statement or such shorter period that will terminate when all the Registrable Securities (as defined below) covered by the Shelf Registration Statement have been sold pursuant thereto or may be sold pursuant to Rule 144(d) under the Securities Act if held by a non-affiliate of PGF; *provided* that PGF shall not be obligated to keep the Shelf Registration Statement effective, supplemented or amended during any statutory or self-imposed blackout or quiet period.

If (i) PGF is not permitted to file the Exchange Offer Registration Statement with the SEC or to consummate the A/B Exchange Offer because the A/B Exchange Offer is not permitted by applicable law or SEC policy, (ii) the A/B Exchange Offer is not consummated by September 30, 2018, or (iii) any holder of Notes notifies PGF within a specified time period that (a) due to a change in law or SEC policy it may not resell the A/B Exchange Notes acquired by it in the A/B Exchange Offer to the public without delivering a prospectus and the prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales by such holder, (b) it is an initial purchaser and owns Notes acquired directly from PGF or an affiliate of PGF or (c) the holders of a majority in aggregate principal amount of the Notes may not resell the A/B Exchange Notes acquired by them in the A/B Exchange Offer to the public without restriction under applicable blue sky or state securities laws, then PGF will use its commercially reasonable efforts to (1) file with the SEC or amend or supplement an existing shelf registration statement (the "Shelf Registration Statement") to cover resales of all Registrable Securities by the holders thereof and (2) have the applicable registration statement declared effective by the SEC on or prior to 60 days after such filing was required to be made; *provided* that PGF shall not be obligated to file the Shelf Registration Statement with the SEC, or to cause such Shelf Registration Statement to remain effective, during any statutory or self-imposed blackout or quiet period. For purposes of the foregoing, "Registrable Securities" means each Note until (i) the date on which such Note is exchanged by a person other than a broker-dealer for an A/B Exchange Note in the A/B Exchange Offer, (ii) following the exchange by a broker-dealer in the A/B Exchange Offer of a Note for an A/B Exchange Note, the date on which such A/B Exchange Note is sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of a prospectus, (iii) the date on which such Note is effectively registered under the Securities Act and disposed of in accordance with a Shelf Registration Statement,

(iv) the date on which such Note is freely transferable pursuant to Rule 144 under the Securities Act (or any similar provision then in force, but not Rule 144A), (v) the date on which such Note is otherwise transferred by the holder thereof and a Note not bearing a legend restricting further transfer is delivered by PGF in exchange therefor or (vi) the date on which such Note ceases to be outstanding.

Each holder of Notes that wishes to exchange Notes for A/B Exchange Notes in the A/B Exchange Offer will be required to make certain representations, including representations that (i) any A/B Exchange Notes to be received by it will be acquired in the ordinary course of its business, (ii) it has no arrangement with any person to participate in a distribution of the A/B Exchange Notes and it does not intend to participate in any such distribution and (iii) it is not an "affiliate," as defined in Rule 405 under the Securities Act, of PGF, or if it is an affiliate, it will comply (at its own expense) with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

If the holder is a broker-dealer that will receive A/B Exchange Notes for its own account in exchange for Notes that were acquired as a result of market-making activities or other trading activities, it will be required to acknowledge that it will deliver a prospectus in connection with any resale of such A/B Exchange Notes.

If (i) the Exchange Offer Registration Statement (or a Shelf Registration Statement in lieu thereof) is not filed with the SEC on or before July 31, 2018, (ii) the Exchange Offer Registration Statement (or a Shelf Registration Statement in lieu thereof) is not declared effective by the SEC on or before August 31, 2018, (iii) the Exchange Offer is not consummated on or before September 30, 2018, (iv) a Shelf Registration Statement required to be filed with the SEC is not filed on or before the date specified above for such filing, (v) a Shelf Registration Statement otherwise required to be filed with the SEC is not declared effective on or before the date specified above for effectiveness thereof or (vi) a Shelf Registration Statement is declared effective but thereafter, subject to certain exceptions, ceases to be effective or usable in connection with resales of Registrable Securities during the periods specified in the Registration Rights Agreement (each such event referred to in clauses (i) through (vi) above, a "Registration Default"), then, with respect to any Notes, in the case of a Registration Default referred to in clause (i), (ii) or (iii) above, the interest rate on all Notes, or, in the case of a Registration Default referred to in clause (iv), (v) or (vi) above, the interest rate on the Notes to which such Registration Default relates, will increase by 0.25% per annum with respect to each 90-day period that passes until all such Registration Defaults have been cured, up to a maximum amount of 1.00% per annum; *provided* that any such additional interest on the Notes will cease to accrue on the later of (i) the date on which the Notes become freely transferable pursuant to Rule 144 under the Securities Act and (ii) the date on which the Barclays Capital U.S. Aggregate Bond Index is modified to permit the inclusion of freely transferable securities that have not been registered with the SEC. Following the cure of any Registration Default, the accrual of such additional interest related to such Registration Default will cease, and the interest rate applicable to the affected Notes will revert to the original rate.

CLEARANCE AND SETTLEMENT

Book-Entry Issuance

Except under limited circumstances, all Notes will be book-entry notes. This means that the actual purchasers of the Notes will not be entitled to have the Notes registered in their names and will not be entitled to receive physical delivery of the Notes in definitive (paper) form. Instead, upon issuance, all the Notes will be represented by one or more fully registered global notes.

Each global note will be deposited directly with The Depository Trust Company, a securities depositary, and will be registered in the name of DTC's nominee. Global notes may also be deposited indirectly with Clearstream, Luxembourg and Euroclear, as indirect participants of DTC. For background information regarding DTC and Clearstream, Luxembourg and Euroclear, see "—The Depository Trust Company" and "—Clearstream, Luxembourg and Euroclear" below. No global note representing book-entry notes may be transferred except as a whole by DTC to a nominee of DTC, or by a nominee of DTC to another nominee of DTC. Thus, DTC will be the only registered holder of the Notes and will be considered the sole representative of the beneficial owners of the Notes for purposes of the indentures. In a few special situations described below, a global note will terminate and interests in it will be exchanged for physical certificates representing the Notes. After that exchange, the choice of whether to hold securities directly or in street name will be up to you. You must consult your bank or broker to find out how to have your interests in the securities transferred to your name, so that you will be a direct holder.

The special situations for termination of a global security representing the Notes are:

- when the depositary notifies us that it is unwilling or unable to continue as depositary for such global note or the depositary ceases to be a clearing agent registered under the Exchange Act, at a time when such depositary is required to be so registered in order to act as depositary, and, in each case, we do not or cannot appoint a successor depositary within 90 days;

- when we notify the trustee that we wish to terminate the global note upon a change in tax law that would be adverse to us but for the termination of the global note; or

- when an event of default on the Notes has occurred and has not been cured.

When a global security terminates, the depositary (and not us, the trustee, any warrant agent, any transfer agent or any registrar) is responsible for deciding the names of the institutions that will be the initial direct holders.

The registration of the global notes in the name of DTC's nominee will not affect beneficial ownership and is performed merely to facilitate subsequent transfers. The book-entry system, which is also the system through which most publicly traded common stock is held in the United States, is used because it eliminates the need for physical movement of securities certificates. The laws of some jurisdictions, however, may require some purchasers to take physical delivery of their Notes in definitive form. These laws may impair the ability of beneficial holders to transfer the Notes.

In this offering memorandum, unless and until definitive (paper) notes are issued to the beneficial owners, all references to "registered holders" of Notes shall mean DTC. PGF, Petrobras, the trustee and any paying agent, transfer agent, registrar or other agent may treat DTC as the absolute owner of the Notes for all purposes.

Primary Distribution

Payment Procedures

Payment for the Notes will be made on a delivery versus payment basis.

Clearance and Settlement Procedures

DTC participants that hold securities through DTC on behalf of investors will follow the settlement practices applicable to United States corporate debt obligations in DTC's Same-Day Funds Settlement System. Notes will be credited to the securities custody accounts of these DTC participants against payment in the same-day funds, for payments in U.S. dollars, on the settlement date.

Secondary Market Trading

We understand that secondary market trading between DTC participants will occur in the ordinary way in accordance with DTC's rules. Secondary market trading will be settled using procedures applicable to United States corporate debt obligations in DTC's Same-Day Funds Settlement System. If payment is made in U.S. dollars, settlement will be free of payment. If payment is made in a currency other than U.S. dollars, separate payment arrangements outside of the DTC system must be made between the DTC participants involved.

Exchanges Between Regulation S Notes and Restricted Global Notes

Beneficial interests in one global note may generally be exchanged for interests in another global note. Depending on whether the transfer is being made during or after the 40-day period commencing on the original issue date of the Notes, and to which global note the transfer is being made, the seller may be required to provide certain written certifications in the form provided in the indentures. A beneficial interest in a global note that is transferred to a person who takes delivery through another global note will, upon transfer, become subject to any transfer restrictions and other procedures applicable to beneficial interests in the other global note for so long as it remains such an interest.

Transfers involving exchanges of beneficial interests between the Regulation S global notes and the restricted global notes will be effected by DTC by means of an instruction originated through the DTC deposit/withdrawal at custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect a decrease in the principal amount of the Regulation S global note and a corresponding increase in the principal amount of the restricted global note or vice versa, as applicable.

The Depository Trust Company

The policies of DTC will govern payments, transfers, exchange and other matters relating to the beneficial owner's interest in the Notes held by that owner. Neither the Trustee, Registrar, Paying Agent and Transfer Agent nor we have any responsibility for any aspect of the actions of DTC or any of their direct or indirect participants. Neither the Trustee, Registrar, Paying Agent and Transfer Agent nor we have any responsibility for any aspect of the records kept by DTC or any of their direct or indirect participants. In addition, neither the Trustee, Registrar, Paying Agent and Transfer Agent nor we supervise DTC in any way. DTC and their participants perform these clearance and settlement functions under agreements they have made with one another or with their customers. Investors should be aware that DTC and its participants are not obligated to perform these procedures and may modify them or discontinue them at any time. The description of the clearing systems in this section reflects our understanding of the rules and procedures of DTC as they are currently in effect. DTC could change its rules and procedures at any time.

DTC has advised us as follows:

- DTC is:
  - a limited purpose trust company organized under the laws of the State of New York;
  - a member of the Federal Reserve System;
  - a "clearing corporation" within the meaning of the Uniform Commercial Code; and
  - a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act.
- DTC was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes to accounts of its participants. This eliminates the need for physical movement of certificates.
- Participants in DTC include securities brokers and dealers, banks, trust companies and clearing corporations and may include certain other organizations. DTC is partially owned by some of these participants or their representatives.
- Indirect access to the DTC system is also available to banks, brokers, dealers and trust companies that have relationships with participants.
- The rules applicable to DTC and DTC participants are on file with the SEC.

Clearstream, Luxembourg and Euroclear

Clearstream, Luxembourg has advised that: it is a duly licensed bank organized as a *société anonyme* incorporated under the laws of Luxembourg and is subject to regulation by the Luxembourg Commission for the supervision of the financial sector (*Commission de surveillance du secteur financier*); it holds securities for its customers and facilitates the clearance and settlement of securities transactions among them, and does so through electronic book-entry transfers between the accounts of its customers, thereby eliminating the need for physical movement of certificates; it provides other services to its customers, including safekeeping, administration, clearance and settlement of internationally traded securities and lending and borrowing of securities; it interfaces with the domestic markets in over 30 countries through established depositary and custodial relationships; its customers include worldwide securities brokers and dealers, banks, trust companies and clearing corporations and may include certain other professional financial intermediaries; its U.S. customers are limited to securities brokers and dealers and banks; and indirect access to the Clearstream, Luxembourg system is also available to others that clear through Clearstream, Luxembourg customers or that have custodial relationships with its customers, such as banks, brokers, dealers and trust companies.

Euroclear has advised that: it is incorporated under the laws of Belgium as a bank and is subject to regulation by the Belgian Banking and Finance Commission (*Commission Bancaire et Financière*) and the National Bank of Belgium (*Banque Nationale de Belgique*); it holds securities for its participants and facilitates the clearance and settlement of securities transactions among them; it does so through simultaneous electronic book-entry delivery against payments, thereby eliminating the need for physical movement of certificates; it provides other services to its participants, including credit, custody, lending and borrowing of securities and tri-party collateral management; it interfaces with the domestic markets of several countries; its customers include banks, including central banks, securities brokers and dealers, banks, trust companies and clearing corporations and certain other professional financial intermediaries; indirect access to the Euroclear system is also available to others that clear through Euroclear customers or that have custodial relationships with Euroclear customers; and all securities in Euroclear are held on a fungible basis, which means that specific certificates are not matched to specific securities clearance accounts.

Clearance and Settlement Procedures

We understand that investors that hold their Notes through Clearstream, Luxembourg or Euroclear accounts will follow the settlement procedures that are applicable to securities in registered form. Notes will be credited to the securities custody accounts of Clearstream, Luxembourg and Euroclear participants on the business day following the settlement date for value on the settlement date. They will be credited either free of payment or against payment for value on the settlement date.

We understand that secondary market trading between Clearstream, Luxembourg and/or Euroclear participants will occur in the ordinary way following the applicable rules and operating procedures of Clearstream, Luxembourg and Euroclear. Secondary market trading will be settled using procedures applicable to securities in registered form.

You should be aware that investors will only be able to make and receive deliveries, payments and other communications involving the Notes through Clearstream, Luxembourg and Euroclear on business days. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States or Brazil.

Because of time zone differences, the securities account of a Euroclear or Clearstream, Luxembourg participant purchasing an interest in a global note from a participant in DTC will be credited and reported to the relevant Euroclear or Clearstream, Luxembourg participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised us that cash received in Euroclear or Clearstream, Luxembourg as a result of sales of interests in a global note by or through a Euroclear or Clearstream, Luxembourg participant to a participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream, Luxembourg cash account only as of the business day for Euroclear or Clearstream, Luxembourg following DTC's settlement date.

Clearstream, Luxembourg or Euroclear will credit payments to the cash accounts of participants in Clearstream, Luxembourg or Euroclear in accordance with the relevant systemic rules and procedures, to the extent received by its depositary. Clearstream, Luxembourg or the Euroclear, as the case may be, will take any other action permitted to be taken by a registered holder under the indentures on behalf of a Clearstream, Luxembourg or Euroclear participant only in accordance with its relevant rules and procedures.

Clearstream, Luxembourg and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of the debt securities among participants of Clearstream, Luxembourg and Euroclear. However, they are under no obligation to perform or continue to perform those procedures, and they may discontinue those procedures at any time.

PLAN OF DISTRIBUTION

Under the terms and subject to the conditions contained in the purchase agreement dated September 18, 2017, by and among PGF, Petrobras and BB Securities Limited, Citigroup Global Markets Inc., Credit Agricole Securities (USA) Inc., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Santander Investment Securities Inc., as initial purchasers, each initial purchaser has severally and not jointly agreed to purchase, and PGF has agreed to sell to the initial purchasers, the number of Notes set forth opposite the name of such initial purchasers below:

Initial Purchaser	Principal Amount of 2025 Notes	Principal Amount of 2028 Notes
BB Securities Limited	U.S.$ 142,858, 000	U.S.$ 142,857,000
Citigroup Global Markets Inc.	142,857,000	142,857,000
Credit Agricole Securities (USA) Inc.	142,857,000	142,857,000
HSBC Securities (USA) Inc	142,857,000	142,857,000
J.P. Morgan Securities LLC	142,857,000	142,857,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	142,857,000	142,857,000
Santander Investment Securities Inc.	142,857,000	142,858,000
Total	U.S.$ 1,000,000,000	U.S.$ 1,000,000,000

BB Securities Limited is not a broker-dealer registered with the SEC, and therefore may not make sales of any Notes in the United States or to U.S. persons except in compliance with applicable U.S. laws and regulations. To the extent that BB Securities Limited intends to effect sales of the Notes in the United States, it will do so only through Banco do Brasil Securities LLC or one or more U.S. registered broker dealers, or otherwise as permitted by applicable U.S. law. BB Securities Asia Pte. Ltd. may be involved in the sales of the Notes in Asia.

The purchase agreement provides that the obligation of the initial purchasers to pay for and accept delivery of the Notes is subject to, among other conditions, the delivery of certain legal opinions by its counsel. The initial purchasers are obligated to take and pay for all of the Notes offered by this offering memorandum if any Notes are taken. The purchase agreement also provides that if an initial purchaser defaults, the purchase commitments of the non-defaulting initial purchasers may be increased or the offering of the Notes may be terminated.

The Notes will initially be offered at the price indicated on the cover page of this offering memorandum. After the initial offering of the Notes, the offering price and other selling terms may from time to time be varied by the initial purchasers. The Notes may be offered and sold through certain of the initial purchasers' affiliates.

The purchase agreement provides that PGF and Petrobras will indemnify the initial purchasers against certain liabilities, including liabilities under the Securities Act, and will contribute to payments the initial purchasers may be required to make in respect of the purchase agreement.

PGF has been advised by the initial purchasers that the initial purchasers intend to make a market in the Notes as permitted by applicable laws and regulations. The initial purchasers are not obligated, however, to make a market in the Notes and any such market-making may be discontinued at any time at the sole discretion of the initial purchasers. In addition, such market-making activity will be subject to the limits imposed by the Exchange Act. Accordingly, no assurance can be given as to the liquidity of, or the development or continuation of trading markets for, the Notes.

In connection with this offering, certain persons participating in this offering may engage in transactions that stabilize, maintain or otherwise affect the price of the Notes. Specifically, the initial purchasers may bid for and purchase Notes in the open market to stabilize the price of the Notes. The initial purchasers may also over-allot this offering, creating a short position, and may bid for and purchase Notes in the open market to cover the short position. These activities may stabilize and maintain the market price of the Notes above market levels that may

otherwise prevail. The initial purchasers are not required to engage in these activities, and may end these activities at any time.

The initial purchasers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with Petrobras, PGF and their affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. The initial purchasers are acting as dealer managers in the Exchange Offers and the Tender Offers.

In addition, in the ordinary course of their business activities, the initial purchasers 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 ours or our affiliates. In particular, certain of the initial purchasers and/or their affiliates may hold debt securities issued by PGF and guaranteed by Petrobras, which may be purchased with proceeds of this offering. If any of the initial purchasers or their affiliates has a lending relationship with us, certain of those initial purchasers or their affiliates routinely hedge, and certain other of those initial purchasers or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, these initial purchasers 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 our securities, including potentially the Notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes offered hereby. The initial purchasers 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.

The initial purchasers and/or their affiliates may acquire the Notes for their own accounts. Such acquisitions may have an effect on demand for and the price of the Notes.

The expenses of the offering (after deducting the initial purchasers' discounts) are estimated to be U.S.$2.6 million and will be borne by PGF.

The initial purchasers propose to offer the Notes for resale in transactions not requiring registration under the Securities Act or applicable state securities laws, including sales pursuant to Rule 144A and Regulation S. The initial purchasers will not offer or sell the Notes except to persons they reasonably believe to be qualified institutional buyers or pursuant to offers and sales to non-U.S. persons that occur outside of the United States within the meaning of Regulation S. In addition, until 40 days following the commencement of this offering, an offer or sale of Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act unless the dealer makes the offer or sale in compliance with Rule 144A or another exemption from registration under the Securities Act. Each purchaser of the Notes will be deemed to have made acknowledgments, representations and agreements as described under "Transfer Restrictions."

The initial purchasers have agreed that, except as permitted by the purchase agreement, they will not offer, sell or deliver the Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of this offering and the closing date, within the United States or to, or for the account or benefit of, U.S. persons, and the initial purchasers will have sent to each broker/dealer to which they sell the Notes in reliance on Regulation S during such 40-day period, a confirmation or other notice detailing the restrictions on offers and sales of the Notes within the United States, or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act. Resales of the Notes are restricted as described under "Transfer Restrictions."

Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in two business days, unless the parties to such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes on the pricing date will be required, by virtue of the fact that the Notes initially will settle in seven business days (T+7), to specify alternative settlement arrangements to prevent a failed settlement.

The Notes are offered for sale in the United States and other jurisdictions where it is legal to make these offers. The distribution of this offering memorandum, and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this offering memorandum come and investors in the Notes should inform themselves about and observe any of these restrictions. This offering memorandum does not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized, or in which the person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.

The initial purchasers have agreed that they have not offered, sold or delivered, and they will not offer, sell or deliver any of the Notes, directly or indirectly, or distribute this offering memorandum or any other offering material relating to the Notes, in or from any jurisdiction except under circumstances that will, to the best knowledge and belief of the initial purchasers, after reasonable investigation, result in compliance with the applicable laws and regulations of such jurisdiction and which will not impose any obligations on PGF except as set forth in the purchase agreement.

Neither PGF nor the initial purchasers have represented that the Notes may be lawfully sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to an exemption, or assumes any responsibility for facilitating these sales.

General

No action has been or will be taken in any jurisdiction by PGF or any initial purchaser that would, or is intended to, permit a public offering of the Notes, or possession or distribution of this offering memorandum or any other offering material, in any country or jurisdiction where action for that purpose is required. Persons outside the United States into whose hands this offering memorandum comes are required by PGF and the initial purchasers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession, distribute or publish this offering memorandum or any other offering material relating to the Notes, in all cases at their own expense.

Brazil

Neither the Notes, nor their offer for sale, have been, or will be, registered with the *Comissão de Valores Mobiliários* – CVM. The Notes may not be offered or sold in Brazil, except in circumstances that do not constitute a public offering or distribution under Brazilian laws and regulations.

Chile

Pursuant to Law No. 18,045 of Chile (the securities market law of Chile) and Rule (*Norma de Carácter General*) No. 336, dated June 27, 2012, issued by the Superintendency of Securities and Insurance of Chile (*Superintendencia de Valores y Seguros de Chile* or "SVS"), the Notes may be privately offered in Chile to certain "qualified investors" identified as such by Rule 336 (which in turn are further described in Rule N°. 216, dated June 12, 2008, of the SVS).

Rule 336 requires the following information to be provided to prospective investors in Chile:

1. the date of commencement of the offer is September 18, 2017. The offer of the Notes is subject to Rule (*Norma de Carácter General*) No. 336, dated June 27, 2012, issued by the SVS;

2. the subject matter of this offer are securities not registered with the Securities Registry (*Registro de Valores*) of the SVS, nor with the foreign securities registry (*Registro de Valores Extranjeros*) of the SVS, due to the Notes not being subject to the oversight of the SVS;

3. since the Notes are not registered in Chile there is no obligation by the issuer to make publicly available information about the Notes in Chile; and

4. the Notes shall not be subject to public offering in Chile unless registered with the relevant Securities Registry of the SVS.

Información a los Inversionistas Chilenos

De conformidad con la ley N° 18.045, de mercado de valores y la Norma de Carácter General N° 336 (la "NCG 336"), de 27 de junio de 2012, de la Superintendencia de Valores y Seguros de Chile (la "SVS"), los bonos pueden ser ofrecidos privadamente a ciertos "inversionistas calificados," a los que se refiere la NCG 336 y que se definen como tales en la Norma de Carácter General N° 216, de 12 de junio de 2008, de la SVS.

La siguiente información se proporciona a potenciales inversionistas de conformidad con la NCG 336:

1. *La oferta de los bonos comienza el 18 de septiembre de 2017, y se encuentra acogida a la Norma de Carácter General N° 336, de fecha 27 de junio de 2012, de la SVS;*

2. *La oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la SVS, por lo que tales valores no están sujetos a la fiscalización de esa Superintendencia;*

3. *Por tratarse de valores no inscritos en Chile no existe la obligación por parte del emisor de entregar en Chile información pública sobre los mismos; y*

4. *Estos valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el Registro de Valores correspondiente.*

Peru

The Notes and the information contained in this offering memorandum are not being publicly marketed or offered in Peru and will not be distributed or caused to be distributed to the general public in Peru. Peruvian securities laws and regulations on public offerings will not be applicable to the offering of the Notes and therefore, the disclosure obligations set forth therein will not be applicable to the issuer or the sellers of the Notes before or after their acquisition by prospective investors. The Notes and the information contained in this offering memorandum have not been and will not be reviewed, confirmed, approved or in any way submitted to the Peruvian Superintendency of Capital Markets (*Superintendencia del Mercado de Valores*), or the SMV, and the Notes have not been registered under the Securities Market Law (*Ley del Mercado de Valores*) or any other Peruvian regulations. Accordingly, the Notes cannot be offered or sold within Peruvian territory except to the extent any such offering or sale qualifies as a private offering under Peruvian regulations and complies with the provisions on private offerings set forth therein.

European Economic Area

This offering memorandum has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area (the "EEA") will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of securities. Accordingly any person making or intending to make an offer in that Member State of Notes may only do so in circumstances in which no obligation arises for the issuer or any of the initial purchasers to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the issuer nor any of the initial purchasers have authorized, nor do they authorize, the making of any offer of securities in circumstances in which an obligation arises for the issuer or any of the initial purchasers to publish or supplement a prospectus for such offer. In relation to each Member State of the European Economic Area, an offer of the Notes to the public may not be made in that Member State other than:

a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

b) subject to the following paragraph concerning the PRIIPS Regulation, to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant dealer or dealers nominated by the issuer for any such offer; or

c) in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Notes shall require PGF or any initial purchaser to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of notes to the public" in relation to the Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe the notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Member State.

From January 1, 2018, the Notes may not be offered, sold or otherwise made available to any retail investor in the European Economic Area. For the purposes of this provision the expression "**retail investor**" means a person who is one (or more) of the following:

i. from the date of application of Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**"), a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

ii. a customer within the meaning of Directive 2002/92/EC (as amended, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

iii. not a qualified investor as defined in the Prospectus Directive.

Republic of Italy

The offering of the Notes has not been cleared by the Commissione Nazionale per la Società e la Borsa ("CONSOB") pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, directly or indirectly, nor may copies of this offering memorandum or of any other document relating to the Notes be distributed or made available in the Republic of Italy, except:

(i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "Financial Services Act") and Article 34-ter, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time ("Regulation No. 11971"); or

(ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-ter of Regulation No. 11971.

Any offer, sale or delivery of the Notes or distribution of copies of the offering memorandum or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must:

(a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "Banking Act");

(b) comply with Article 129 of the Banking Act, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which certain information on the issue or the offer of securities in Italy must be communicated to the Bank of Italy; and

(c) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy and/or any other Italian authority.

Any investor purchasing the Notes is solely responsible for ensuring that any offer or resale of the Notes by such investor occurs in compliance with applicable laws and regulations.

The Netherlands

This offering memorandum has not been and will not be approved by the Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*) in accordance with Article 5:2 of the Dutch Act on Financial Supervision (*Wet op het financieel toezicht*). The Notes will only be offered in The Netherlands to qualified investors (*gekwalificeerde beleggers*) as defined in Article 1:1 of the Dutch Act on Financial Supervision.

United Kingdom

Each initial purchaser has represented, warranted and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended (the "FSMA") received by it in connection with this Exchange Offer in circumstances in which Section 21(1) of the FSMA does not apply to PGF; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom.

The communication of this offering memorandum and any other documents or materials relating to the Exchange Offers have not been approved by an authorized person for the purposes of Section 21 of the FSMA. Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, persons in the United Kingdom save in circumstances where section 21(1) of the FSMA does not apply. This Offering Memorandum is for distribution only to persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "Financial Promotion Order"), (ii) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations etc.") of the Financial Promotion Order, (iii) are outside the United Kingdom, (iv) are members or creditors of the issuer falling within Article 43 of the Financial Promotion Order ("members and creditors of certain bodies corporate"), or (v) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "relevant persons"). This document is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.

Switzerland

This offering memorandum does not, and is not intended to, constitute an offer or solicitation to purchase or invest in the Notes described herein in Switzerland. The Notes may not be offered, sold or advertised, directly or indirectly, to the public in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this offering memorandum nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to article 652a or article 1156

of the Swiss Code of Obligations or a listing prospectus pursuant to the listing rules of the SIX Swiss Exchange or any other regulated trading facility in Switzerland, and neither this offering memorandum nor any other offering or marketing material relating to the Notes may be distributed, or otherwise made available, to the public in Switzerland. Each initial purchaser has, accordingly, represented and agreed that it has not offered, sold or advertised and will not offer, sell or advertise, directly or indirectly, Notes to the public in, into or from Switzerland, and that it has not distributed, or otherwise made available, and will not distribute or otherwise make available, this offering memorandum or any other offering or marketing material relating to the Notes to the public in Switzerland.

Canada

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this offering memorandum contains a misrepresentation, *provided that* the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the initial purchasers are not required to comply with the disclosure requirements of NI 33-105 regarding initial purchaser conflicts of interest in connection with this offering.

Dubai

This offering memorandum relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority ("DFSA"). This offering memorandum is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this offering memorandum nor taken steps to verify the information set forth herein and has no responsibility for the offering memorandum. The Notes to which this offering memorandum relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Notes offered should conduct their own due diligence on the Notes. If you do not understand the contents of this offering memorandum you should consult an authorized financial advisor.

Hong Kong

The Notes may not be offered or sold in Hong Kong by means of any document other than (i) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, The Laws of Hong Kong) and any rules made thereunder or (ii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap.32, The Laws of Hong Kong), or which do not constitute an offer to the public within the meaning of the Companies Ordinance, and no advertisement, invitation or document relating to the Notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance and any rules made thereunder.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the "FIEL") and each initial purchaser has agreed that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or

to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan.

Singapore

This offering memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this offering memorandum and any other document or material in connection with the offer or sale, or invitation or subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"); (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Ireland

The information in this offering memorandum does not constitute a prospectus under any Irish laws or regulations and this offering memorandum has not been filed with or approved by any Irish regulatory authority as the information has not been prepared in the context of a public offering of Notes in Ireland within the meaning of the Irish Prospectus (Directive 2003/71/EC) Regulations 2005 (the "Prospectus Regulations"). The Notes have not been offered or sold, and will not be offered, sold or delivered directly or indirectly in Ireland by way of a public offering, except to (i) qualified investors as defined in Regulation 2(l) of the Prospectus Regulations and (ii) fewer than 100 natural or legal persons who are not qualified investors.

TRANSFER RESTRICTIONS

The Notes have not been registered under the Securities Act or the securities laws of any state or any other jurisdiction and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S), except in transactions exempt from, or not subject to, the registration requirements of the Securities Act. Accordingly, the Notes are being offered and sold only:

(1) to qualified institutional buyers in accordance with Rule 144A under the Securities Act; and

(2) outside of the United States, to certain persons other than U.S. persons (or non-U.S. purchasers, which term shall include dealers or other professional fiduciaries in the United States acting on a discretionary basis for non-U.S. beneficial owners (other than an estate or trust)) in offshore transactions meeting the requirements of Rule 903 of Regulation S under the Securities Act.

As used herein, the terms "offshore transaction," "United States" and "U.S. person" have the respective meanings given to them in Regulation S.

Purchasers' Representations and Restrictions on Resale and Transfer

Each purchaser of Notes (other than the initial purchasers in connection with the initial issuance and sale of Notes) and each owner of any beneficial interest therein will be deemed, by its acceptance or purchase thereof, to have represented and agreed as follows:

(1) It is purchasing the Notes for its own account or an account with respect to which it exercises sole investment discretion and it and any such account is either (a) a qualified institutional buyer and is aware that the sale to it is being made in reliance on Rule 144A or (b) a non-U.S. purchaser that is outside the United States or a non-U.S. purchaser that is a dealer or other fiduciary as referred above.

(2) It acknowledges that the Notes have not been registered under the Securities Act or with any securities regulatory authority of any jurisdiction and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below.

(3) It understands and agrees that Notes initially offered in the United States to qualified institutional buyers will be represented by one or more global notes and that Notes offered outside the United States in reliance on Regulation S will also be represented by one or more global notes.

(4) It will not resell or otherwise transfer any of such Notes except (a) to us, (b) within the United States to a qualified institutional buyer in a transaction complying with Rule 144A under the Securities Act, (c) outside the United States to non-U.S. purchasers in offshore transactions in compliance with Rule 903 or 904 under the Securities Act, (d) pursuant to an exemption from registration under the Securities Act (if available) or (e) pursuant to an effective registration statement under the Securities Act.

(5) It agrees that it will give to each person to whom it transfers the Notes notice of any restrictions on transfer of such Notes.

(6) It acknowledges that prior to any proposed transfer of Notes (other than pursuant to an effective registration statement or in respect of Notes sold or transferred either pursuant to (a) Rule 144A or (b) Regulation S) the holder of such Notes may be required to provide certifications relating to the manner of such transfer as provided in the indentures.

(7) It acknowledges that the trustee, registrar or transfer agent for the Notes will not be required to accept for registration transfer of any Notes acquired by it, except upon presentation of evidence satisfactory to us and the trustee, registrar or transfer agent that the restrictions set forth herein have been complied with.

(8) If it is a non-U.S. purchaser acquiring a beneficial interest in a Regulation S global note offered pursuant to this offering memorandum, it acknowledges and agrees that, until the expiration of the 40 day "distribution compliance period" within the meaning of Regulation S, any offer, sale, pledge or other transfer shall not be made by it in the United States or to, or for the account or benefit of, a U.S. person, except pursuant to Rule 144A to a qualified institutional buyer taking delivery thereof in the form of a beneficial interest in a restricted global note.

(9) It acknowledges that we, the initial purchasers and other persons will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgements, representations and agreements deemed to have been made by its purchase of the Notes are no longer accurate, it will promptly notify us and the initial purchasers.

(10) If it is acquiring the Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations, and agreements on behalf of each account.

The following is the form of restrictive legend which will appear on the face of the restricted global note, and which will be used to notify transferees of the foregoing restrictions on transfer:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE OR ANY OTHER SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES THAT THIS NOTE OR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) TO US, (2) SO LONG AS THIS NOTE IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) IN ACCORDANCE WITH RULE 144A, (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER APPLICABLE JURISDICTION. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, REPRESENTS AND AGREES THAT IT WILL NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION" AND "UNITED STATES" HAVE THE RESPECTIVE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

THE FOREGOING LEGEND MAY BE REMOVED FROM THIS NOTE ONLY WITH THE CONSENT OF THE ISSUER."

The following is the form of restrictive legend which will appear on the face of the Regulation S global note and which will be used to notify transferees of the foregoing restrictions on transfer:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES THAT NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.

THE FOREGOING LEGEND MAY BE REMOVED FROM THIS NOTE AFTER 40 DAYS BEGINNING ON AND INCLUDING THE LATER OF (A) THE DATE ON WHICH THE NOTES ARE

OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND (B) THE ORIGINAL ISSUE DATE OF THIS NOTE."

For further discussion of the requirements (including the presentation of transfer certificates) under the indentures to effect exchanges or transfers of interest in global notes and certificated notes, see "Form of Notes, Clearance and Settlement."

Other Jurisdictions

The distribution of this offering memorandum and the offer and sale or resale of the Notes may be restricted by law in certain jurisdictions. Persons into whose possession this offering memorandum comes are required by us and the initial purchasers to inform themselves about and to observe any such restrictions.

TAXATION

The following discussion summarizes certain U.S. federal income, Brazilian and Dutch tax considerations that may be relevant to the ownership and disposition of the Notes acquired in this offering at their original issue price. This summary does not describe all of the tax considerations that may be relevant to you or your situation, particularly if you are subject to special tax rules. You should consult your tax advisors about the tax consequences of holding the Notes, including the relevance to your particular situation of the considerations discussed below, as well as of any other tax laws. There currently are no income tax treaties between Brazil and the United States. Although Brazilian and U.S. tax authorities have had discussions that may culminate in such a treaty, we cannot make any assurances regarding whether or when such a treaty will enter into force or how it will affect holders of the Notes.

U.S. Federal Income Tax Considerations

The following is a summary of certain U.S. federal income tax considerations that may be relevant to a beneficial owner of a Note. This summary addresses only investors that purchase Notes at the offering price in this offering, and that hold such Notes as capital assets. The summary does not address tax considerations applicable to investors that may be subject to special tax rules, such as banks or other financial institutions, tax-exempt entities, partnerships (or entities or arrangements treated as partnerships for U.S. federal income tax purposes) or partners therein, insurance companies, dealers in securities or currencies, traders in securities electing to mark to market, persons that will hold the Notes as a position in a "straddle" or conversion transaction, or as part of a "synthetic security" or other integrated financial transaction or persons that have a "functional currency" other than the U.S. dollar. In addition, the discussion does not address the alternative minimum tax, the U.S. federal estate and gift tax, the Medicare tax on net investment income or other aspects of U.S. federal income or state and local taxation that may be relevant to an investor. For purposes of this discussion, a "U.S. Holder" is a beneficial owner of a Note that is, for U.S. federal income tax purposes, a citizen or resident of the United States, a domestic corporation or an entity otherwise subject to U.S. federal income taxation on a net income basis in respect of the Note. A "Non-U.S. Holder" is a beneficial owner of a Note that is not a U.S. Holder.

This summary is based on the Internal Revenue Code of 1986, as amended, existing, proposed and temporary U.S. Treasury regulations and judicial and administrative interpretations thereof, in each case as of the date hereof. All of the foregoing are subject to change (possibly with retroactive effect) or to differing interpretations, which could affect the U.S. federal income tax consequences described herein.

INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES OF THE ACQUISITION, OWNERSHIP AND DISPOSITION OF THE NOTES, INCLUDING THE APPLICATION TO THEIR PARTICULAR CIRCUMSTANCES OF THE U.S. FEDERAL INCOME TAX CONSIDERATIONS DISCUSSED BELOW, AS WELL AS THE APPLICATION OF U.S. FEDERAL ESTATE, GIFT AND ALTERNATIVE MINIMUM TAX LAWS, THE MEDICARE TAX ON NET INVESTMENT INCOME, U.S. STATE AND LOCAL TAX LAWS AND FOREIGN TAX LAWS.

Payments of Interest and Additional Amounts

Payments of interest on a Note (which may include additional amounts) generally will be taxable to a U.S. Holder as ordinary interest income when such interest is accrued or received, in accordance with the U.S. Holder's regular method of accounting for U.S. federal income tax purposes.

Interest income (including additional amounts) in respect of the Notes generally will constitute foreign-source income for purposes of computing the foreign tax credit allowable under the U.S. federal income tax laws. The limitation on foreign income taxes eligible for credit is calculated separately with respect to specific classes of income. Such income generally will constitute "passive category income" for foreign tax credit purposes for most U.S. Holders. The calculation and availability of foreign tax credits and, in the case of a U.S. Holder that elects to deduct all foreign income taxes for that taxable year, the availability of such deduction involves the application of complex rules that depend on the U.S. Holder's particular circumstances. In addition, foreign tax credits generally will not be allowed for certain short-term or hedged positions in the Notes. U.S. Holders should consult their own tax advisors regarding the availability of foreign tax credits or deductions in respect of foreign taxes and the treatment of additional amounts.

A Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on interest income earned in respect of Notes.

Sale or Disposition of Notes

A U.S. Holder generally will recognize capital gain or loss upon the sale, exchange, retirement or other taxable disposition of a Note in an amount equal to the difference between the amount realized upon such disposition and such U.S. Holder's adjusted tax basis in the Note. A U.S. Holder's tax basis in the Note generally will equal such U.S. Holder's purchase price of the Note. Gain or loss recognized by a U.S. Holder on the disposition of a Note generally will be long-term capital gain or loss if, at the time of the disposition, the Note has been held for more than one year. The net amount of long-term capital gain recognized by an individual U.S. Holder generally is subject to tax at a reduced rate. The deductibility of capital losses is subject to limitations.

Capital gain or loss recognized by a U.S. Holder generally will be U.S.-source gain or loss. Consequently, if any such gain is subject to foreign withholding tax, a U.S. Holder may not be able to credit the tax against its U.S. federal income tax liability unless such credit can be applied (subject to the applicable limitation) against tax due on other income treated as derived from foreign sources. U.S. Holders should consult their own tax advisors as to the foreign tax credit implications of a disposition of the Notes.

A Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on gain realized on the sale or other taxable disposition of Notes.

Exchange Offer

Following the closing of this offering, we have agreed, for the benefit of the holders of the Notes, to effect the A/B Exchange Offer for the Notes, through which holders would be entitled to exchange Notes for A/B Exchange Notes that would be substantially identical in all respect to the original notes, except that the A/B Exchange Notes would be registered with the SEC and therefore would not be subject to certain transfer restrictions. Alternatively, we may file a "shelf" registration statement with respect to the Notes which, if effective, would have the effect of generally eliminating transfer restrictions on the Notes, thereby permitting their resale. See "Registration Rights" above.

Neither participation in the A/B Exchange Offer nor the filing of a "shelf" registration statement as described above will result in a taxable exchange to us or any holder of a Note. Accordingly, a holder of a Note will recognize no gain or loss upon receipt of an A/B Exchange Note; the holding period of the A/B Exchange Note will include the holding period of the original Notes exchanged therefor; and a holder's tax basis in the A/B Exchange Note will be the same as the tax basis in the original Note exchanged at the time of the exchange.

Specified Foreign Financial Assets

Certain U.S. Holders that own "specified foreign financial assets" with an aggregate value in excess of US$50,000 are generally required to file an information statement along with their tax returns, currently on Form 8938, with respect to such assets. "Specified foreign financial assets" include any financial accounts held at a non-U.S. financial institution, as well as securities issued by a non-U.S. issuer (which would include the Notes) that are not held in accounts maintained by financial institutions. Higher reporting thresholds apply to certain individuals living abroad and to certain married individuals. Regulations extend this reporting requirement to certain entities that are treated as formed or availed of to hold direct or indirect interests in specified foreign financial assets based on certain objective criteria. U.S. Holders who fail to report the required information could be subject to substantial penalties. In addition, the statute of limitations for assessment of tax would be suspended, in whole or in part. Prospective investors should consult their own tax advisors concerning the application of these rules to their investment in the Notes, including the application of the rules to their particular circumstances.

Backup Withholding and Information Reporting

Payments in respect of the Notes that are paid within the United States or through certain U.S.-related financial intermediaries are subject to information reporting, and may be subject to backup withholding, unless the U.S. Holder (i) is a corporation (other than an S corporation) or other exempt recipient, and demonstrates this fact

when so required, or (ii) provides a correct taxpayer identification number, certifies that it is not subject to backup withholding and otherwise complies with applicable requirements of the backup withholding rules. The amount of any backup withholding collected from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability, and may entitle the U.S. Holder to a refund, *provided that* certain required information is timely furnished to the IRS.

Although Non-U.S. Holders generally are exempt from backup withholding, a Non-U.S. Holder may, in certain circumstances, be required to comply with certification procedures to prove entitlement to this exemption.

Brazilian Tax Considerations

The following discussion is a summary of the Brazilian tax considerations relating to an investment in the Notes by a non-resident of Brazil. This discussion is based on the tax laws of Brazil as in effect on the date of this offering memorandum and is subject to any change in Brazilian law that may come into effect after such date. 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 OR OTHER DISPOSITION OF THE NOTES OR COUPONS.

Payments in Respect of the Notes, and Sale or Other Disposition of Notes

Generally, an individual, entity, trust or organization that is domiciled for tax purposes outside Brazil (a "Non-Resident") is subject to income tax in Brazil only when income is derived from a Brazilian source or when the transaction giving rise to such earnings involves assets located in Brazil. Therefore, based on the fact that PGF is considered to be domiciled abroad for tax purposes, any interest, gains, fees, commissions, expenses and any other income paid by PGF in respect of the Notes it issues to Non-Resident holders should not be subject to withholding or deduction in respect of Brazilian income tax or any other taxes, duties, assessments or governmental charges in Brazil, provided that such payments are made by PGF with funds held outside of Brazil.

Any capital gains generated outside Brazil as a result of a transaction between two Non-Resident holders with respect to assets not located in Brazil are generally not subject to tax in Brazil. If the assets are located in Brazil, then capital gains realized thereon are subject to income tax, according to Law No. 10,833, enacted on December 29, 2003. Since the Notes will be issued by a legal entity incorporated outside of Brazil and registered abroad, the Notes should not fall within the definition of assets located in Brazil for purposes of Law No. 10,833, gains realized on the sale or other disposition of the Notes made outside Brazil by a Non-Resident holder to another Non-Resident should not be subject to Brazilian taxes. However, considering the general and unclear scope of this legislation and the absence of judicial guidance in respect thereof, we cannot assure prospective investors that such interpretation of this law will prevail in the courts of Brazil. If the income tax is deemed to be due, the gains may be subject to income tax in Brazil, effective as from January 1, 2017, (as confirmed by Declaratory Act No. 3, of April 27, 2016), at progressive rates as follows: (i) 15% for the part of the gain that does not exceed R$5 million, (ii) 17.5% for the part of the gain that exceeds R$5 million but does not exceed R$10 million, (iii) 20% for the part of the gain that exceeds R$10 million but does not exceed R$30 million and (iv) 22.5% for the part of the gain that exceeds R$30 million; or 25.0% if such Non-Resident holder is located in a Low or Nil Tax Jurisdiction as it will be further detailed below. A lower rate, however, may apply under an applicable tax treaty between Brazil and the country where the Non-Resident holder has its domicile.

Payments Made by Petrobras as Guarantor

In the event the issuer fails to timely pay any due amount, including any payment of principal, interest or any other amount that may be due and payable in respect of the Notes, the guarantor will be required to assume the obligation to pay such due amounts. As there is no specific legal provision dealing with the imposition of

withholding income tax on payments made by Brazilian sources to Non-Resident beneficiaries under guarantees and no uniform decision from the Brazilian courts, there is a risk that tax authorities will take the position that the funds remitted by the guarantor to the Non-Resident holders may be subject to the imposition of withholding income tax at a general 15% rate, or at a 25% rate, if the Non-Resident holder is located in a Low or Nil Tax Jurisdiction. Arguments exist to sustain that (a) payments made under the guarantee structure should be subject to imposition of withholding income tax according to the nature of the guaranteed payment, in which case only interest and fees should be subject to taxation at a rate of 15%, or 25%, in cases of beneficiaries located in Low or Nil Tax Jurisdictions, as defined by the Brazilian legislation; or (b) payments made under guarantee by Brazilian sources to Non-Resident beneficiaries should not be subject to the imposition of withholding income tax, to the extent that they should qualify as a credit transaction by the Brazilian party to the borrower. The imposition of withholding income tax under these circumstances has not been settled by the Brazilian courts.

If the payments with respect to the Notes are made by Petrobras as a guarantor, then Non-Resident holders will be indemnified so that, after payment of applicable Brazilian taxes imposed by deductions or withholding with respect to principal or interest payable with respect to the Notes, subject to certain exceptions, as mentioned in "Description of the Notes—Covenants—Additional Amounts," a Non-Resident holder will receive an amount equal to the amount that such Non-Resident holder would have received if no such taxes were imposed. See "Description of the Notes—Covenants—Additional Amounts."

Discussion on Low or Nil Tax Jurisdictions

According to Law No. 9,430, dated December 27, 1996, as amended, a Low or Nil Tax Jurisdiction is a country or location that (i) does not impose taxation on income, (ii) imposes income tax at a maximum rate lower than 20% or (iii) imposes restrictions on the disclosure of shareholding composition or the ownership of the investment.

Additionally, on June 24, 2008, Law No. 11,727/08 created the concept of Privileged Tax Regimes, which encompasses the countries and jurisdictions that (i) do not tax income or tax it at a maximum rate lower than 20%; (ii) grant tax advantages to a Non-Resident entity or individual (a) without the need to carry out a substantial economic activity in the country or a said territory or (b) conditioned to the non-exercise of a substantial economic activity in the country or a said territory; (iii) do not tax proceeds generated abroad or tax them at a maximum rate lower than 20% or (iv) restrict disclosure about the ownership of assets and ownership rights or restrict disclosure about economic transactions carried out.

On November 28, 2014, the Brazilian tax authorities issued Ordinance 488, which decreased, from 20% to 17%, the minimum threshold for certain specific cases. The reduced 17% threshold applies only to countries and regimes aligned with international standards of fiscal transparency in accordance with rules to be established by the Brazilian tax authorities.

We consider that the best interpretation of the current Brazilian tax legislation, especially in regard to the abovementioned Law 11,727/08, should lead to the conclusion that the concept of Privileged Tax Regimes should only apply for certain Brazilian tax purposes, such as transfer pricing and thin capitalization rules. According to this interpretation, the concept of Privileged Tax Regimes should not be applied in connection with the taxation of payments related to the Notes to Non-Residents. Regulations and non-binding tax rulings issued by Brazilian federal tax authorities seem to confirm this interpretation.

Notwithstanding the fact that such "privileged tax regime" concept was enacted in connection with transfer pricing rules and is also applicable to thin capitalization and cross-border interest deductibility rules, Brazilian tax authorities may take the position that such Privileged Tax Regime definition also applies to other types of transactions.

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 that meets the privileged tax regime requirements in the same way applicable to a resident located in a Low or Nil Tax Jurisdiction. Prospective investors should therefore consult with their own tax advisors regarding the consequences of the implementation of Law No. 11,727, Normative Instruction No. 1,037/2010, as

amended, and of any related Brazilian tax laws or regulations concerning Low or Nil Tax Jurisdictions and Privileged Tax Regimes.

Other Tax Considerations

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 IOF/Exchange, due on the conversion of reais into foreign currency and on the conversion of foreign currency into reais. Currently, the IOF/Exchange rate for almost all foreign currency exchange transactions is 0.38%. According to Section 15-B of the Decree No. 6,306, as amended, the settlement of exchange transactions in connection with foreign financing or loans, for both inflow and outflow of proceeds into and from Brazil, are subject to IOF/Exchange at a 0% rate. Currently, in the case of the settlement of foreign exchange transactions (including simultaneous foreign exchange transactions), in connection with the inflow of proceeds to Brazil deriving from foreign loans, including those obtained through the issuance of notes in the international market, with the minimum average term not exceeding 180 days, the IOF/Exchange tax rate is 6% (this rate of 6% 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 25.0%. Any such increase in rates may only apply to future transactions.

In addition, the Brazilian tax authorities could argue that a Tax on Loan Transactions (Imposto sobre Operações de Crédito, Câmbio e Seguro, ou relativas a Títulos e Valores Mobiliários), or IOF/Credit, due on loan transactions could be imposed upon any amount paid in respect of the Notes by the guarantor under the guarantee given at a rate of up to 1.88% of the total amount paid.

Generally, there are no inheritance, gift, succession, stamp, or other similar taxes in Brazil with respect to the ownership, transfer, assignment or other disposition of the Notes by a Non-Resident, except for gift and inheritance taxes imposed by some Brazilian states on gifts or bequests by individuals or entities not domiciled or residing in Brazil to individuals or entities domiciled or residing within such states.

Dutch Tax Considerations

The following describes certain Dutch tax consequences for a holder who is neither a resident nor deemed to be a resident of The Netherlands for Dutch tax purposes in respect of the ownership, acquisition and disposal of the Notes.

For the purpose of this section, "Dutch Taxes" shall mean taxes of whatever nature levied by or on behalf of The Netherlands or any of its subdivisions or taxing authorities. The Netherlands means the part of the Kingdom of The Netherlands located in Europe.

This section is intended as general information only, does not constitute tax or legal advice and it does not purport to describe all possible Dutch tax considerations or consequences that may be relevant to a holder and therefore should be treated with appropriate caution. This overview is based on the laws of The Netherlands currently in force and as applied on the date of this offering memorandum, which are subject to change, possibly also with retroactive or retrospective effect. PGF has not sought any ruling from the Dutch tax authorities (*belastingdienst*) with respect to the statements made and the conclusions reached in this discussion, and there can be no assurance that the Dutch tax authorities will agree with such statements and conclusions.

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 OR OTHER DISPOSITION OF THE NOTES OR COUPONS.

For Dutch tax purposes, a holder of Notes may include, without limitation:

- an owner of one or more Notes who, in addition to the title to such Notes, has an economic interest in such Notes;
- a person or an entity that holds the entire economic interest in one or more Notes;
- a person or an entity that holds an interest in an entity, such as a partnership or a mutual fund, that is transparent for Dutch tax purposes, the assets of which comprise one or more Notes; and
- a person who is deemed to hold an interest in Notes, as referred to under any of the above, pursuant to the attribution rules of article 2.14a, of the Dutch Income Tax Act 2001, with respect to property that has been segregated, for example, in a trust or a foundation.

This section does not describe all the possible Dutch tax consequences that may be relevant to the holder of the Notes who receives or has received any benefits from these Notes as employment income, deemed employment income or otherwise as compensation.

Dutch Individual and Corporate Income Tax

A holder of Notes will not be treated as a resident of The Netherlands by reason only of the holding of a Note or the execution, performance, delivery and/or enforcement of the Notes.

A holder who is not a resident of The Netherlands, nor deemed to be a resident, is not taxable on income derived from the Notes and capital gains realized upon the disposal or redemption of the Notes, except if:

(i) such holder derives profits from an enterprise, whether as entrepreneur (*ondernemer)* or pursuant to a co-entitlement to the net worth of the enterprise, other than as an entrepreneur or a shareholder, which enterprise is, in whole or in part, carried on through a (deemed) permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) that is taxable in The Netherlands to which the Notes are attributable;

(ii) the holder is an individual and derives benefits from miscellaneous activities (*overige werkzaamheden*) carried out in The Netherlands in respect of the Notes, including without limitation activities which are beyond the scope of active portfolio investment activities;

(iii) the holder is not an individual and is entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in The Netherlands, other than by way of securities, and to which enterprise the Notes are attributable; or

(iv) the holder is an individual and is entitled to a share in the profits of an enterprise that is effectively managed in The Netherlands, other than by way of securities, and to which enterprise the Notes are attributable.

Dutch Withholding Tax

All payments of interest and principal by PGF under the Notes can be made free of withholding or deduction for any taxes of any nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein, except where Notes (i) are issued under such terms and conditions that such Notes are capable of being classified as equity of PGF for Dutch tax purposes; (ii) actually function as equity of PGF within the meaning of article 10, paragraph 1, letter d, of the Dutch Corporate Income Tax Act 1969 or (iii) are redeemable in exchange for, convertible into or linked to shares or other equity instruments issued or to be issued by PGF or by any entity related to PGF. The Notes are not capable of being classified as equity of PGF for Dutch tax purposes if these Notes have a maturity of less than 50 years, do not constitute obligations of PGF that are subordinated to the obligations of PGF vis-à-vis all its ordinary creditors or carry an interest that is not legally or factually dependent on the profits of PGF.

If withholding is required by law, additional amounts may be payable. See "Description of the Notes—Covenants—Additional Amounts."

Dutch Gift and Inheritance Taxes

No Dutch gift or inheritance taxes are due in respect of any gift of Notes by, or inheritance of the Notes on the death of a holder, except if:

(i) at the time of the gift or death of the holder, the holder is a resident, or is deemed to be a resident, of The Netherlands;

(ii) the holder dies within 180 days after the date of the gift of the Notes and is not, or not deemed to be, at the time of the gift, but is, or deemed to be, at the time of his death, a resident of The Netherlands; or

(iii) the gift of the Notes is made under a condition precedent and the holder is a resident.

For purposes of Dutch gift and inheritance taxes, among others, a person that holds Dutch nationality will be deemed to be resident in The Netherlands if such person has been resident in The Netherlands at any time during the 10 years preceding the date of the gift or his/her death. Additionally, for purposes of Dutch gift tax, among others, a person not holding Dutch nationality will be deemed to be resident in The Netherlands if such person has been resident in The Netherlands at any time during the 12 months preceding the date of the gift. Applicable tax treaties may override deemed residency

Other Taxes and Duties

No other Dutch taxes, including turnover tax and taxes of a documentary nature, such as capital tax, stamp or registration tax or duty, are payable in The Netherlands by or on behalf of a holder of the Notes by reason only of the purchase, ownership and disposal of the Notes.

Common Reporting Standard

The common reporting standard framework was first released by the OECD in February 2014 as a result of the G20 members endorsing a global model of automatic exchange of information in order to increase international tax transparency. On July 21, 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters was published by the OECD and this includes the Common Reporting Standard (the "CRS").

As of August 30, 2017, 95 jurisdictions, including The Netherlands, have signed the multilateral competent authority agreement, which is a multilateral framework agreement to automatically exchange financial and personal information, with the subsequent bilateral exchanges coming into effect between those signatories that file the subsequent notifications. More than 40 jurisdictions, including The Netherlands, have committed to a specific and ambitious timetable leading to the first automatic exchanges in 2017 (early adopters). Under CRS, financial institutions resident in a CRS country would be required to report, according to a due diligence standard, account balance or value, income from certain insurance products, sales proceeds from financial assets and other income generated with respect to assets held in the account or payments made with respect to the account. Reportable accounts include accounts held by individuals and entities (which include trusts and foundations) with tax residency in another CRS country. CRS includes a requirement to look through passive entities to report on the relevant controlling persons.

As of January 1, 2016, CRS and European Union Council Directive 2014/107/EU have been implemented in Dutch law. As a result, PGF will be required to comply with identification obligations (if any) starting in 2016, with reporting set to begin in 2017. Holders of Notes may be required to provide additional information to PGF to enable it to satisfy any identification obligations under the Dutch implementation of the CRS. Prospective holders of the Notes are advised to seek their own professional advice in relation to the CRS and European Union Council Directive 2014/107/EU.

The Proposed Financial Transactions Tax (FTT)

On February 14, 2013, the European Commission published a proposal (the "Commission's Proposal") for a Directive for a common FTT in Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovenia, Slovakia and Spain, or the participating Member States. However, Estonia has since stated that it will not participate.

The Commission's Proposal has a very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes in certain circumstances. This could, accordingly, affect the market value of your Notes and/or limit your ability to resell your Notes.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (1) by transacting with a person established in a participating Member State or (2) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT remains subject to negotiation between the participating Member States and the legality of the proposal is uncertain. The FTT may therefore be altered prior to any implementation, the timing of which remains unclear. Additional European Union Member States may decide to participate and/or certain of the participating Member States may decide to withdraw.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

DIFFICULTIES OF ENFORCING CIVIL LIABILITIES AGAINST NON-U.S. PERSONS

Petrobras

Petrobras is a *sociedade de economia mista* (mixed-capital company), a public sector company with some private sector ownership, established under the laws of Brazil. All of its executive officers and directors and certain advisors named herein reside in Brazil. In addition, substantially all of its assets and those of its executive officers, directors and certain advisors named herein are located in Brazil. As a result, it may not be possible for investors to effect service of process upon Petrobras or its executive officers, directors and advisors named herein within the United States or other jurisdictions outside Brazil or to enforce against Petrobras or its executive officers, directors and advisers named herein judgments obtained in the United States or other jurisdictions outside Brazil. In addition, it may not be possible for you to enforce a judgment of a United States court for civil liability based upon the United States federal securities laws against any of those persons outside the United States.

Ms. Taísa Oliveira Maciel, Petrobras's general counsel, has advised Petrobras that, subject to the requirements described below, judgments of United States courts for civil liabilities based upon the United States federal securities laws may be enforced in Brazil. A judgment against Petrobras or the other persons described above obtained outside Brazil would be enforceable in Brazil, without reconsideration of the merits, only if the judgment satisfies certain requirements and receives confirmation from the Brazilian Superior Court of Justice (*Superior Tribunal de Justiça*). The foreign judgment will only be confirmed if:

- it fulfills all formalities required for its enforceability under the laws of the country where the foreign judgment is granted;
- it is for the payment of a sum certain of money;
- it was issued by a competent court in the jurisdiction where the judgment was awarded after service of process was properly made in accordance with applicable law;
- it is not subject to appeal;
- it must be apostilled by a competent authority of the State from which the document emanates according to the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents or, if such State is not signatory of the Hague Convention, it must be duly authenticated by a competent Brazilian consulate;
- it is authenticated by a Brazilian consular office in the country where it was issued, and is accompanied by a sworn translation into Portuguese, unless an exemption is provided by an international treaty to which Brazil is a signatory; and
- it is not contrary to Brazilian national sovereignty, public policy or good morals.

Notwithstanding the foregoing, no assurance can be given that such confirmation would be obtained, that the process described above could be conducted in a timely manner or that a Brazilian court would enforce a monetary judgment for violation of the U.S. securities laws with respect to any securities issued by Petrobras.

Ms. Taísa Oliveira Maciel has also advised Petrobras that:

- original actions based on the U.S. federal securities laws may be brought in Brazilian courts and that, subject to Brazilian public policy and national sovereignty, Brazilian courts may enforce liabilities in such actions against Petrobras, certain of its directors and officers and the advisors named herein;
- if an investor resides outside Brazil and owns no real property in Brazil, he or she must provide a bond sufficient to guarantee court costs and legal fees, including the defendant's attorneys' fees, as

determined by the Brazilian court, in connection with litigation in Brazil, except: (1) when an exemption is provided by an international agreement or treaty that Brazil is a signatory; (2) in the case of claims for collection on a *título executivo extrajudicial* (an instrument which may be enforced in Brazilian courts without a review on the merits), in the case of the enforcement of a foreign judgment which has been confirmed by the Brazilian Superior Court of Justice; or (3) counterclaims as established, according to Article 83 of the Brazilian Code of Civil Procedure (*Código de Processo Civil*);

- Brazilian law limits an investor's ability as a judgment creditor of Petrobras to satisfy a judgment against Petrobras by attaching its gas and oil reserves, as Petrobras does not own any of the crude oil and natural gas reserves in Brazil. Under Brazilian law, the Brazilian government owns all crude oil and natural gas reserves in Brazil;

- a law has been enacted in Brazil to regulate judicial and extrajudicial reorganization and liquidation of business companies. Such law revoked the previous Brazilian Bankruptcy law. The new law is not applicable to mixed capital companies, such as Petrobras, and does not provide whether the federal government of Brazil is liable for Petrobras's obligations in the event of bankruptcy; and

- certain of Petrobras's exploration and production assets may be subject to reversion to the Brazilian government under Petrobras's concession agreements. Such assets, under certain circumstances, may not be subject to attachment or execution.

PGF

PGF is duly incorporated as a limited liability company under the laws of The Netherlands. All of the directors of PGF reside outside the United States. PGF has no assets and all or a substantial portion of the assets of PGF's directors are located outside of the United States. As a result, it may be difficult for investors to effect service of process within the United States upon PGF or such persons or to enforce, in the United States courts, judgment against PGF or such persons or judgments obtained in such courts predicated upon the civil liability provisions of the federal securities laws of the United States.

PGF has been advised by its Netherlands legal counsel, Hogan Lovells International LLP, that a judgment rendered by a court in New York (the "Foreign Court") will not be recognized and enforced by the courts of The Netherlands. However, if a person has obtained a final and conclusive judgment for the payment of money rendered by the Foreign Court which is enforceable in the United States (the "Foreign Judgment") and files his claim with the court of competent jurisdiction in The Netherlands, such court will generally give binding effect to the Foreign Judgment insofar as it finds that the jurisdiction of the Foreign Court has been based on grounds which are internationally acceptable and that proper legal procedures have been observed, unless the Foreign Judgment contravenes Dutch public policy.

A Netherlands court may stay proceedings if concurrent proceedings are being brought elsewhere

LEGAL MATTERS

Hogan Lovells International LLP, special Dutch counsel for PGF, will pass upon the validity of the Notes and the indentures for PGF as to certain matters of Dutch law. Ms. Taísa Maciel, Petrobras's general counsel, will pass upon, for PGF and Petrobras, certain matters of Brazilian law relating to the Notes, the indentures and the guaranties. The validity of the Notes, the indentures and the guaranties will be passed upon for PGF and Petrobras by Cleary Gottlieb Steen & Hamilton LLP as to certain matters of New York law.

Pinheiro Neto Advogados will pass upon the validity of the indentures and the guaranties for the initial purchasers as to certain matters of Brazilian law. Shearman & Sterling LLP will pass upon the validity of the Notes, the indentures and the guaranties for the initial purchasers as to certain matters of New York law.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The consolidated financial statements as of December 31, 2016 and 2015 and for the years ended December 31, 2016, 2015 and 2014 and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this offering memorandum by reference to the Annual Report on Form 20-F for the year ended December 31, 2016 have been so incorporated in reliance on the report of PricewaterhouseCoopers Auditores Independentes, an independent registered public accounting firm given on the authority of said firm as experts in auditing and accounting (their report includes an explanatory paragraph stating that, as discussed in Note 3 to the financial statements, in 2014 Petrobras wrote off U.S.$2,527 million of overpayments on the acquisition of property plant and equipment incorrectly capitalized according to testimony obtained from Brazilian criminal investigations and contains an adverse opinion on the effectiveness of internal control over financial reporting).

With respect to the unaudited interim financial information of Petrobras as of June 30, 2017 and for the six-month period ended June 30, 2017, incorporated by reference herein, KPMG Auditores Independentes reported that they have applied limited procedures in accordance with professional standards for a review of such information. However, their separate report included in the Petrobras Form 6-K filed with the SEC on August 11, 2017, and incorporated by reference herein, states that they did not audit and they do not express an opinion on that unaudited interim financial information. Accordingly, the degree of reliance on their report on such information should be restricted in light of the limited nature of the review procedures applied.

LISTING AND GENERAL INFORMATION

1. PGF has applied to have the Notes listed on the Official List of the Luxembourg Stock Exchange and to trading on the EuroMTF Market of the Luxembourg Stock Exchange.

2. PGF expects the Notes to be accepted for clearance and settlement through DTC, Euroclear and Clearstream at or prior to the closing date. The CUSIP, ISIN numbers and Common Codes for the Notes are as follows:

	Restricted Global Note	Regulation S Global Note
2025 Notes		
CUSIP……...……	71647N AT6	N6945A AJ6
ISIN……..……	US71647NAT63	USN6945AAJ62
Common Codes……	166228042	166228425
2028 Notes		
CUSIP……...…	71647N AW9	N6945A AK3
ISIN…….....	US71647NAW92	USN6945AAK36
Common Codes……	166229049	166228026

3. We have obtained all necessary consents, approvals and authorizations in connection with the issuance and performance of the Notes. Resolutions of PGF's board of managing directors, dated September 14, 2017, authorized the issuance of the Notes. Resolutions of Petrobras's board of directors, dated September 14, 2017, authorized the execution and delivery of the guarantees.

4. Except as disclosed in this offering memorandum, since June 30, 2017, there has been no material adverse change (or any development or event involving a prospective change of which we are or might reasonably be expected to be aware) which is materially adverse to Petrobras's financial condition and that of its subsidiaries taken as a whole.

5. Except as described in this offering memorandum, including the documents incorporated by reference herein, there are no pending actions, suits or proceedings against or affecting Petrobras or any of its subsidiaries or any of its respective properties, which, if determined adversely to Petrobras or any such subsidiary, would individually or in the aggregate have an adverse effect on its financial condition and that of its subsidiaries taken as a whole or would adversely affect its ability to perform its obligations under the Notes or which are otherwise material in the context of the issue of the Notes, and, to the best of our knowledge, no such actions, suits or proceedings are threatened.

6. PricewaterhouseCoopers Auditores Independentes has agreed to the inclusion of its audit report in this offering memorandum in the form and context in which it is included.

7. KPMG Auditores Independentes has agreed to the inclusion of its limited review report in this offering memorandum in the form and context in which it is included.

8. The Notes will be fully and unconditionally guaranteed by Petrobras.

9. For so long as any of the Notes are outstanding and admitted for listing on the official list of the Luxembourg Stock Exchange and to trading on the Euro MTF market, copies of the following items in English will be available at the expense of PGF from The Bank of New York Mellon, at its office at 101 Barclay Street, 7E, New York, New York, 10286:

   - Petrobras's audited consolidated financial statements as of and for the years ended December 31, 2016, 2015 and 2014, and the related notes thereto.

- Petrobras's unaudited consolidated financial statements as of and for the six month periods ended June 30, 2017 and 2016, and the related notes thereto.

For so long as any of the Notes are outstanding and admitted for listing on the official list of the Luxembourg Stock Exchange and to trading on the Euro MTF market, copies of the current annual financial statements and unaudited financial information of Petrobras may be obtained from The Bank of New York Mellon and The Bank of New York Mellon SA/NV, Luxembourg Branch. Petrobras currently publishes its unaudited financial information on a quarterly basis.

During the same period, the indentures, the guaranties, a copy of PGF's articles of association and Petrobras' by-laws will be available at the offices of The Bank of New York Mellon and The Bank of New York Mellon SA/NV, Luxembourg Branch.

The laws of the jurisdiction of PGF's incorporation (currently The Netherlands) require PGF to prepare and publish its annual financial statements. Such annual financial statements will be audited to the extent required by Title 9 of Book 2 of the Dutch Civil Code. PGF has prepared and published its 2016 and 2015 financial statements and its 2015 and 2014 financial statements, and they have been filed with the trade register held by the Chamber of Commerce Rotterdam and are hereby incorporated by reference into this offering memorandum. Copies of PGF's annual financial statements in English have been and will continue to be provided to, and may be obtained at, the registered office of the The Bank of New York Mellon SA/NV, Luxembourg Branch, in accordance with the indentures. PGF is not required to and does not prepare interim financial statements.

In connection with the offering of the Notes in the United States, PGF is not required to provide financial information in this offering memorandum, or prepare any periodic financial statements in the future, pursuant to Rule 3-10(b) of Regulation S-X of the SEC and Rule 12h-5 under the Exchange Act.

10. PGF's registered office is located at Weena 762, 3014 DA Rotterdam, The Netherlands, and our telephone number is 31 (0) 10 206-7000. Petrobras' principal executive office is located at Avenida República do Chile, 65 — 10th Floor, 20031-912—Rio de Janeiro, RJ, Brazil (telephones: 55-21-3224-1510 or 55-21-3224-9947).

11. Petrobras was incorporated in 1953. All of Petrobras's capital stock is fully paid. As of June 30, 2017, Petrobras had a capital stock of U.S.$107,101 million, consisting of 7,442,454,142 shares of common stock and 5,602,042,788 shares of preferred stock. All the shares of Petrobras's capital stock have no par value and have been duly authorized and issued. All of PGF's capital stock is fully paid. As of June 30, 2017, PGF had a capital stock of €18.100, consisting of 181 shares of common stock.

ISSUER
Petrobras Global Finance B.V.
Weena 762, 3014 DA
Rotterdam
The Netherlands

GUARANTOR
Petróleo Brasileiro S.A. — Petrobras
Avenida República do Chile, 65
20031-912 — Rio de Janeiro
RJ, Brazil

INDENTURE TRUSTEE, REGISTRAR, PRINCIPAL PAYING AND TRANSFER AGENT
The Bank of New Mellon
101 Barclay Street, 7E,
New York, New York 10286
United States of America

LISTING AGENT IN LUXEMBOURG
The Bank of New York Mellon SA/NV, Luxembourg Branch
Vertigo Building-Polaris
2-4 rue Eugène Ruppert, L-2453
Grand Duchy of Luxembourg

LEGAL ADVISORS
To the Issuer and Guarantor

As to U.S. Federal and New York Law:
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
United States of America

As to Dutch Law:
Hogan Lovells International LLP
Atrium Building, Strawinskylaan 3091
1077 ZX Amsterdam
The Netherlands

To the Initial Purchasers

As to U.S. Federal and New York Law:
Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022
United States of America

As to Brazilian Law:
Pinheiro Neto Advogados
Rua Hungria, 1100
São Paulo, SP 01455-906
Brazil

AUDITORS
KPMG Auditores Independentes
Rua Arquiteto Olavo Redig de Campos, 105, 6º Andar – Torre A
São Paulo, SP 04711-904
Brazil

PricewaterhouseCoopers Auditores Independentes
Av. Francisco Matarazzo, 1400 - Torre Torino - 14º andar - Água Branca
São Paulo, SP 05001-902
Brazil

PETROBRAS GLOBAL FINANCE B.V.
as Issuer

PETRÓLEO BRASILEIRO S.A. — PETROBRAS
as Guarantor

U.S.$1,000,000,000 5.299% Global Notes due 2025
U.S.$1,000,000,000 5.999% Global Notes due 2028

Offering Memorandum

October 11, 2017

Joint Bookrunners

BB Securities **BofA Merrill Lynch** **Citigroup** **Credit Agricole CIB**
HSBC **J.P. Morgan** **Santander**