

IMPORTANT NOTICE

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached offer to purchase (as it may be supplemented or amended from time to time, the “**Offer to Purchase**”) and you are therefore required to read this disclaimer page carefully before accessing, reading or making any other use of the Offer to Purchase. By accessing, reading or making any other use of the Offer to Purchase, you agree (in addition to giving the representations below) to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from Rio Tinto Finance (USA) Limited (the “**Offeror**”), Rio Tinto plc or Rio Tinto Limited (each a “**Guarantor**” and together, the “**Guarantors**”) or Citigroup Global Markets Limited, Credit Agricole Securities (USA) Inc. and Merrill Lynch International (the “**Dealer Managers**”) and/or Global Bondholder Services Corporation (the “**Information & Tender Agent**”), as a result of such access. Capitalized terms used but not otherwise defined in this disclaimer shall have the meaning given to them in the Offer to Purchase.

Confirmation of your representation: In order to be eligible to view the attached Offer to Purchase or make an investment decision with respect to the Offer, you must be able to participate lawfully in the offer by the Offeror to Holders of the Securities (as defined below) to tender their Securities for purchase for cash (the “**Offer**”) on the terms and subject to the conditions set out in the Offer to Purchase, including the offer and distribution restrictions set out therein (the “**Offer and Distribution Restrictions**”). The Offer to Purchase was made available to you at your request and by accessing the Offer to Purchase you shall be deemed to have represented to the Offeror, the Guarantors, the Dealer Managers and the Information & Tender Agent that:

- (i) you are a Holder or a beneficial owner of the Offeror’s 3.750% Notes due 2025 (US767201AS58) (the “**Securities**”);
- (ii) you are a person to whom it is lawful to send (or make available) the attached Offer to Purchase or to make an invitation pursuant to the Offer under all applicable laws, including the Offer and Distribution Restrictions;
- (iii) you consent to delivery of the Offer to Purchase to you by electronic transmission; and
- (iv) you are not a Sanctions Restricted Person (as defined in the Offer to Purchase).

The attached Offer to Purchase has been made available to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of the Offeror, the Guarantors, the Dealer Managers, the Information & Tender Agent or any person who controls, or any director, officer, employee, agent or affiliate of, any such person accepts any liability or responsibility whatsoever in respect of any difference between the Offer to Purchase distributed to you in electronic format and the hard copy version available to you on request from the Dealer Managers or the Information & Tender Agent.

The Offer to Purchase has been made available to you on the basis that you may not, nor are you authorized to, deliver or make available the Offer to Purchase to any other person or to reproduce the Offer to Purchase in any manner whatsoever.

Any materials relating to the Offer do not constitute, and may not be used in connection with, any form of offer or solicitation in any place where such offers or solicitations are not permitted by law. In those jurisdictions where securities or other laws require the Offer to be made by a licensed broker or dealer and any of the Dealer Managers or, where the context so requires, any of their respective affiliates is such a licensed broker or dealer in that jurisdiction, the Offer shall be deemed to be made on behalf of the Offeror by such Dealer Manager or affiliate (as the case may be) in such jurisdiction.

The Offer to Purchase does not constitute an offer to purchase any Securities in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer under applicable securities or “blue sky” or other laws. The distribution of the Offer to Purchase in certain jurisdictions may be restricted by law. Persons into whose possession the Offer to Purchase comes are required by the Offeror, the Guarantors, the Dealer Managers and the Information & Tender Agent to inform themselves about, and to observe, any such restrictions.

The statements made in the Offer to Purchase are made as of the date on the cover page. The delivery of the Offer to Purchase or the Notice of Guaranteed Delivery shall not under any circumstances create any implication that the information contained herein is correct as of a later date or that there has been no change in such information or in the affairs of the Offeror, the Guarantors or any of their respective subsidiaries or affiliates since such dates.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in the Offer to Purchase and, if given or made, such information or representation may not be relied upon as having been authorized by the Offeror, either Guarantor or Dealer Managers or the Information & Tender Agent. None of the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent takes any responsibility for, or can provide any assurance as to the validity of, any other information that others may give you.

The communication of this Offer to Purchase and any other documents or materials relating to the Offer is not being made, and such documents and/or materials have not been approved, by an authorised person for the purposes of Section 21 of the Financial Services and Markets Act 2000 (the “FSMA”). Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom, and are only for circulation to persons to whom they can lawfully be circulated outside the United Kingdom or to persons within the United Kingdom falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Financial Promotion Order**”)), or within Article 43(2) of the Financial Promotion Order, or within Article 49(2)(a) to (d) of the Financial Promotion Order, or to other persons to whom it may lawfully be communicated in accordance with the Financial Promotion Order (such persons together being the “**Relevant Persons**”). The Offer to Purchase is only available to Relevant Persons and the transactions contemplated therein will be available only to, and engaged in only with, Relevant Persons, and the Offer to Purchase must not be relied or acted upon by persons other than Relevant Persons.

NEITHER THE OFFER TO PURCHASE NOR ANY RELATED DOCUMENT HAS BEEN OR WILL BE FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION, NOR HAS ANY SUCH DOCUMENT BEEN FILED WITH OR REVIEWED BY ANY U.S. STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY OF ANY COUNTRY. NO AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFER TO PURCHASE OR ANY RELATED DOCUMENTS, AND IT IS UNLAWFUL AND IS A CRIMINAL OFFENSE TO MAKE ANY REPRESENTATION TO THE CONTRARY.

The distribution of the Offer to Purchase in certain jurisdictions may be restricted by law. Persons into whose possession the Offer to Purchase comes are required by the Offeror, the Guarantors, the Dealer Managers, the Information and Tender Agent to inform themselves about, and to observe, any such restrictions.

You are responsible for protecting against viruses and other destructive items. Your use of this electronic communication is at your own risk. It is your responsibility to take precautions to ensure that this electronic communication is free from viruses and other items of a destructive nature.

THIS DOCUMENT IS IMPORTANT AND REQUIRES IMMEDIATE ATTENTION

RioTinto

RIO TINTO FINANCE (USA) LIMITED

OFFER TO PURCHASE FOR CASH ANY AND ALL OF ITS OUTSTANDING SECURITIES SPECIFIED BELOW

THE OFFER (AS DEFINED BELOW) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON NOVEMBER 3, 2021, UNLESS EXTENDED, RE-OPENED OR EARLIER TERMINATED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED OR RE-OPENED, THE “**EXPIRATION DEADLINE**”). HOLDERS (AS DEFINED BELOW) WHO TENDER THEIR SECURITIES MAY WITHDRAW SUCH SECURITIES AT ANY TIME PRIOR TO THE WITHDRAWAL DEADLINE (AS DEFINED BELOW).

TO RECEIVE THE PURCHASE PRICE (AS DEFINED BELOW) AND ACCRUED AND UNPAID INTEREST, HOLDERS MUST VALIDLY TENDER, AND NOT VALIDLY WITHDRAW, THEIR SECURITIES PRIOR TO THE EXPIRATION DEADLINE. THE DEADLINES SET BY ANY INTERMEDIARY OR CLEARING SYSTEM WILL BE EARLIER THAN THIS DEADLINE.

Rio Tinto Finance (USA) Limited (the “**Offeror**”) hereby offers to purchase (the “**Offer**”) for cash from each holder (each a “**Holder**” and, collectively, the “**Holders**”) of the securities specified below (the “**Securities**”), each issued by the Offeror and guaranteed by each of Rio Tinto plc and Rio Tinto Limited (each a “**Guarantor**” and together, the “**Guarantors**”), any and all of their Securities, upon the terms and subject to the conditions set forth in this Offer to Purchase.

Title of Security	Maturity Date	CUSIP/ISIN	Principal Amount Outstanding	U.S. Treasury Reference Security	Fixed Spread (basis points)	Bloomberg Reference Page	Amount subject to the Offer
3.750% Notes due 2025	June 15, 2025	767201AS5 / US767201AS58	U.S.\$1,200,000,000	0.625% due October 15, 2024 (US91282CDB46)	25*	FIT1	Any and all

*The Fixed Spread is equivalent to the spread in the “Optional Redemption” provision under the Securities. The Purchase Price will be calculated with reference to the Maturity Date (being June 15, 2025), in line with the expected approach to the calculation of the Make Whole Redemption Price in accordance with the terms and conditions of the Securities.

The Offeror will pay a purchase price (the “**Purchase Price**”) per U.S.\$1,000 principal amount of Securities validly tendered and accepted for purchase pursuant to the Offer calculated as described herein and determined at 10:00 a.m. (New York City time) on November 3, 2021, unless such time and date may be extended (the “**Price Determination Time**”) that reflects a yield to the Maturity Date (the “**Repurchase Yield**”) as of the Settlement Date (as defined herein) equal to the sum of:

- the yield to maturity on the U.S. Treasury Reference Security specified in the table above (the “**Reference Treasury Security**”) (the “**Reference Yield**”) based on the bid-side price of the Reference Treasury Security as reported on the Bloomberg Reference Page specified above at the Price Determination Time, and
- the applicable fixed spread shown in the table above (the “**Fixed Spread**”).

The Purchase Price per U.S.\$1,000 principal amount of Securities will be publicly announced in the manner described under “*Terms and Conditions of the Offer—Announcements*” promptly after the Price Determination Time.

In addition, the Offeror will also pay any accrued and unpaid interest on the Securities purchased pursuant to the Offer from and including the immediately preceding interest payment date, and up to but not including, the Settlement Date (the “**Accrued Interest**”).

The Offeror’s obligation to accept and pay for Securities in the Offer is subject to the satisfaction or waiver of the conditions, including the Financing Condition. When considering any potential allocation of New Notes (as defined below), the Offeror intends, but is not obligated, to give some degree of preference to those investors who, prior to such allocation, have validly tendered, or have indicated to the Offeror or the Dealer Managers their firm intention to tender, Securities in the Offer. See “*Terms and Conditions of the Offer—Allocation of New Notes*”.

Following completion of the Offer and provided the Financing Condition (as described in the section headed “*Terms and Conditions of the Offer—Conditions to the Offer*” below) is met, the Offeror intends to redeem any remaining outstanding Securities in accordance with their terms and conditions at the Make Whole Redemption Price (as defined herein). Nothing in this Offer to Purchase constitutes a redemption notice. The Offeror notes that the spread used to calculate the Make Whole Redemption Price would be the same as the Fixed Spread pursuant to the Offer.

Neither the U.S. Securities and Exchange Commission (the “SEC”), any U.S. state securities commission nor any regulatory authority of any other country has approved or disapproved of the Offer, passed upon the merits or fairness of the Offer or passed upon the adequacy or accuracy of the disclosure in this Offer to Purchase. Any representation to the contrary is a criminal offense.

Dealer Managers

BofA Securities

Citigroup

Credit Agricole CIB

October 28, 2021

In order to receive the Purchase Price and Accrued Interest (if any), Holders must validly tender, and not validly withdraw, their Securities prior to the Expiration Deadline. The Offeror will pay the Purchase Price and Accrued Interest for any Securities it purchases pursuant to the Offer in same-day funds promptly after the Expiration Deadline. The date on which such payment will be made is referred to herein as the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable (each term as defined below).

Unless the Offer is extended or terminated, the Offeror expects the applicable settlement date to be:

- (i) November 5, 2021, in respect of any Securities which are the subject of a valid Tender Instruction that has been received by the Information & Tender Agent prior to the Expiration Deadline (the “**Settlement Date**”); or
- (ii) November 8, 2021, in respect of any Securities which are tendered according to the Guaranteed Delivery Procedures (as defined below) (the “**Guaranteed Delivery Settlement Date**”).

Accrued Interest will cease to accrue on the Settlement Date, and (in the case of Securities for which the Guaranteed Delivery Procedures are used) no additional accrued interest will be paid in respect of the period from the Settlement Date to the Guaranteed Delivery Settlement Date.

A tender of Securities for purchase pursuant to the Offer should be made by the submission of a valid Tender Instruction (as defined herein). If any Holder wishes to tender its Securities but such Holder cannot comply with the procedures for the submission of a valid Tender Instruction prior to the Expiration Deadline, such Holder may tender its Securities according to the guaranteed delivery procedures described below under “*Procedures for Participating in the Offer—Guaranteed Delivery Procedures*” (the “**Guaranteed Delivery Procedures**”).

The Offer is not conditioned upon any minimum amount of Securities being tendered. The Offer is, however, conditioned upon satisfaction or waiver of the General Conditions and the Financing Condition (each as defined herein). See “*Terms and Conditions of the Offer—Conditions of the Offer*”.

Securities purchased by the Offeror pursuant to the Offer will be immediately cancelled. Securities that have not been validly tendered and/or accepted for purchase, or which have been tendered and validly withdrawn, pursuant to the Offer will remain outstanding after the Guaranteed Delivery Settlement Date.

Subject to applicable law, the Offeror reserves the right, in its sole and absolute discretion, to extend, withdraw, terminate or amend the terms and conditions of the Offer at any time following the announcement of the Offer, and details of any such extension, amendment, withdrawal or termination will be notified to the Holders as soon as reasonably practicable after such decision is made, all as described herein under the heading “*Terms and Conditions of the Offer—Extension, Amendment and Termination*”.

THE OFFER WILL EXPIRE AT 5:00 P.M. NEW YORK CITY TIME, ON NOVEMBER 3, 2021, UNLESS EXTENDED, RE-OPENED OR TERMINATED AS PROVIDED IN THIS OFFER TO PURCHASE.

Custodians, Direct Participants and DTC (each as defined herein) will have deadlines for receiving Tender Instructions (as defined below), Notices of Guaranteed Delivery (as defined below) and withdrawal instructions prior to the Expiration Deadline or Withdrawal Deadline (as applicable) and Holders should contact the intermediary through which they hold their Securities as soon as possible to ensure proper and timely delivery of instructions.

Any questions or requests for assistance in connection with this Offer to Purchase may be directed to the Dealer Managers at the telephone number provided on the back cover of this Offer to Purchase. Any questions or requests for assistance in connection with the delivery or withdrawal of Tender Instructions or requests for additional copies of this Offer to Purchase or related documents, which may be obtained free of charge, may be

directed to Global Bondholder Services Corporation (the “**Information & Tender Agent**”) at the telephone number or e-mail address provided on the back cover of this Offer to Purchase.

The Offeror, the Guarantors, and certain of the Offeror’s other affiliates also reserve the right at any time or from time to time following completion or cancellation of the Offer to purchase or exchange or offer to purchase or exchange Securities or to issue an invitation to submit offers to sell Securities, in each case on terms that may be more or less favorable than those contemplated by the Offer.

Before making a decision with respect to the Offer, Holders should carefully consider all of the information in this Offer to Purchase and, in particular, the risk factors described in the section entitled “*Risk Factors and Other Considerations*”.

TABLE OF CONTENTS

	Page
IMPORTANT INFORMATION.....	6
INDICATIVE TIMETABLE.....	9
SUMMARY.....	12
WHERE YOU CAN FIND MORE INFORMATION.....	16
DOCUMENTS INCORPORATED BY REFERENCE.....	17
INFORMATION REGARDING FORWARD-LOOKING STATEMENTS.....	18
RISK FACTORS AND OTHER CONSIDERATIONS.....	20
TERMS AND CONDITIONS OF THE OFFER.....	23
PROCEDURES FOR PARTICIPATING IN THE OFFER.....	31
OFFER AND DISTRIBUTION RESTRICTIONS.....	40
CERTAIN TAX CONSIDERATIONS.....	43
DEALER MANAGERS AND TENDER AGENT.....	47
SCHEDULE FORMULA FOR DETERMINING THE PURCHASE PRICE AND ACCRUED INTEREST	48

IMPORTANT INFORMATION

This Offer to Purchase contains important information which should be read carefully before any decision is made with respect to the Offer. If any Holder is in any doubt as to the action it should take or is unsure of the impact of the Offer, it is recommended to seek its own financial and legal advice, including as to any tax consequences, from its stockbroker, bank manager, attorney, accountant or other independent financial or legal adviser. Any individual or company whose Securities are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary must contact such entity if it wishes to tender Securities in the Offer (or to validly withdraw any such tender). None of the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent (or any of their respective directors, employees or affiliates) is providing Holders with any legal, business, financial, tax or other advice in this Offer to Purchase. Holders should consult with their own professional advisers as needed to assist them in making an investment decision and to advise them whether they are legally permitted to tender Securities for cash.

Each Holder is solely responsible for making its own independent appraisal of all matters as such Holder deems appropriate (including those relating to the Offer and Offer to Purchase) and each Holder must make its own decision as to whether to tender any or all of its Securities for purchase pursuant to the Offer. Accordingly, each person receiving this Offer to Purchase acknowledges that such person has not relied upon the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent (or any of their respective directors, employees or affiliates) in connection with its decision as to whether to participate in the Offer. Each such person must make its own analysis and investigations regarding the Offer, with particular reference to its own investment objectives and experience, and any other factors which may be relevant to it. If such person is in any doubt about any aspect of the Offer and/or the action it should take, including in respect of any tax consequences, it should consult its professional advisers.

None of the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent (or any of their respective directors, employees or affiliates) makes any representation or recommendation whatsoever regarding this Offer to Purchase, the Offer or whether Holders of Securities should tender Securities for purchase pursuant to the Offer. The Information & Tender Agent is the agent of the Offeror and owes no duty to any Holder.

None of the Dealer Managers or the Information & Tender Agent (or any of their respective directors, employees or affiliates) assumes any responsibility for the accuracy or completeness of the information concerning the Offer or the Offeror contained in this Offer to Purchase or for any failure by the Offeror to disclose events that may have occurred and may affect the significance or accuracy of the information in this Offer to Purchase.

No person has been authorized to give any information or to make any representation other than those contained in this Offer to Purchase in connection with the Offer and, if given or made, such information or representation must not be relied upon as having been authorized by the Offeror or any of the Dealer Managers (or any of their respective directors, employees or affiliates). Neither the delivery of this Offer to Purchase nor any purchase of Securities pursuant to the Offer shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Offeror or the Guarantors since the date of this Offer to Purchase or that the information contained in this Offer to Purchase is correct as of any time subsequent to the date of this Offer to Purchase.

The Offeror is making the Offer only in those jurisdictions where it is legal to do so. See “*Offer and Distribution Restrictions*”. This document does not constitute a “prospectus” for the purposes of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”) or the Prospectus Regulation as if forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”) (the “**UK Prospectus Regulation**”).

Securities can only be tendered in the Offer, and tenders of Securities in the Offer can only be validly withdrawn, in accordance with the procedures described in “*Procedures for Participating in the Offer*”. Holders who do not participate in the Offer, or whose Securities are not accepted for purchase, will continue to hold their Securities.

Holders must comply with all laws that apply to them in any place in which they possess this Offer to Purchase. Holders must also obtain any consents or approvals that they need in order to tender their Securities. None of the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent (or any of their respective directors, employees or affiliates) is responsible for Holders’ compliance with these legal requirements. See “*Offer and Distribution Restrictions*”. The applicable provisions of the FSMA must be complied with in respect of anything done in relation to the Offer in, from or otherwise involving the United Kingdom.

NEITHER THIS OFFER TO PURCHASE NOR ANY RELATED DOCUMENT HAS BEEN FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION, NOR HAS ANY SUCH DOCUMENT BEEN FILED WITH OR REVIEWED BY ANY U.S. STATE SECURITIES COMMISSION OR THE REGULATORY AUTHORITY OF ANY COUNTRY. NO AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFER TO PURCHASE OR ANY RELATED DOCUMENTS, AND IT IS UNLAWFUL AND IS A CRIMINAL OFFENSE IN THE UNITED STATES TO MAKE ANY REPRESENTATION TO THE CONTRARY.

Unless the context otherwise requires, all references in this Offer to Purchase to a “**Holder**” or “**Holder of the Securities**” include:

- (a) each person who is shown in the records of The Depository Trust Company (“**DTC**”) as a Holder of the Securities (also referred to as “**Direct Participants**” and each a “**Direct Participant**”);
- (b) any broker, dealer, bank, trust company or other nominee or custodian who holds Securities; and
- (c) each beneficial owner of Securities holding such Securities, directly or indirectly, in accounts in the name of a Direct Participant acting on the beneficial owner’s behalf,

except that for the purposes of any payment to a Holder pursuant to the Offer of the Purchase Price and any Accrued Interest, to the extent the beneficial owner of the relevant Securities is not a Direct Participant, such payment will only be made by DTC to the relevant Direct Participant and the making of such payment by or on behalf of the Offeror to DTC will satisfy the obligations of the Offeror in respect of the purchase and payment of such Securities.

If a Holder decides to tender Securities pursuant to the Offer, the Holder must arrange for a Direct Participant to electronically transmit an electronic tender instruction (each a “**Tender Instruction**”) to be submitted through DTC’s Automated Tender Offer Program (“**ATOP**”), for which the transaction will be eligible (Holders are not required to submit a letter of transmittal to tender such Securities pursuant to the Offer). See “*Procedures for Participating in the Offer*”. If any Holder wishes to tender its Securities but such Holder cannot comply with the procedures for the submission of a valid Tender Instruction prior to the Expiration Deadline, such Holder may tender its Securities in accordance with the Guaranteed Delivery Procedures described below under “*Procedures for Participating in the Offer—Guaranteed Delivery Procedures*”.

Holders are advised to check with any bank, securities broker or other intermediary through which they hold Securities when such intermediary would require to receive instructions from a Holder in order for that Holder to be able to participate in, or to validly withdraw their instruction to participate in, the Offer before the deadlines specified in this Offer to Purchase. **The deadlines set by any such intermediary and DTC for the submission and withdrawal of Tender Instructions will be earlier than the relevant deadlines specified in this Offer to Purchase.**

None of the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent, or any of their respective affiliates, makes any recommendation in connection with the Offer. You should determine whether to tender Securities based upon your own assessment of market value, liquidity needs and investment objectives.

All references in this Offer to Purchase to “**U.S. dollars**”, “**USD**” and “**U.S.\$**” refer to the currency of the United States of America.

As used in this Offer to Purchase, “**Business Day**” means any day (other than a Saturday, Sunday or a U.S. federal holiday).

As used in this Offer to Purchase, Rio Tinto plc, Rio Tinto Limited and their subsidiaries, taken together, are referred to as the “**Rio Tinto Group**” or “**Rio Tinto**”.

INDICATIVE TIMETABLE

This is an indicative timetable showing one possible outcome for the timing of the Offer based on the dates in this Offer to Purchase. This timetable is subject to change and dates and times may be extended, re-opened or amended by the Offeror in accordance with the terms of the Offer as described in this Offer to Purchase. Accordingly, the actual timetable may differ from the timetable below.

Date and Time	Action
October 28, 2021.....	<i>Commencement of the Offer</i> Offer to Purchase available from the Information & Tender Agent and on the Offer Website (as defined below). Offer announced through a press release to a recognized financial news service in the manner described under “ <i>Terms and Conditions of the Offer—Announcements</i> ”.
November 3, 2021, 10:00 a.m. (New York City time).....	<i>Price Determination Time</i> The Dealer Managers will calculate the Purchase Price in the manner described in this Offer to Purchase.
November 3, 2021, Promptly after the Price Determination Time	<i>Announcement of Purchase Price</i> The Offeror will announce the Purchase Price by publication through a recognized financial news service in the manner described under “ <i>Terms and Conditions of the Offer—Announcements</i> ”.
November 3, 2021, 5:00 p.m. (New York City time).....	<i>Expiration Deadline</i> The last time and date for Holders to submit Tender Instructions (or, where applicable, Notices of Guaranteed Delivery) in order to be able to participate in the Offer and to be eligible to receive the Purchase Price and Accrued Interest on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable.
November 3, 2021, 5:00 p.m. (New York City time).....	<i>Withdrawal Deadline</i> Deadline for Holders to properly withdraw tenders of their Securities (or, where applicable, Notices of Guaranteed Delivery). If a tender of Securities (or, where applicable, a Notice of Guaranteed Delivery) is properly withdrawn, the Holder will not receive any consideration on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable (unless that Holder validly re-tenders such Securities at or prior to the Expiration Deadline and the Securities are accepted by the Offeror).

November 4, 2021	<p><i>Announcement of Results of the Offer</i></p> <p>The Offeror expects to announce the aggregate principal amount of Securities to be accepted for purchase pursuant to the Offer (assuming that Securities tendered in accordance with the Guaranteed Delivery Procedures are validly delivered by the Guaranteed Delivery Deadline).</p>
November 5, 2021, 5:00 p.m. (New York City time)	<p><i>Guaranteed Delivery Deadline</i></p> <p>The last time and date for Holders to validly deliver Securities in respect of which a Notice of Guaranteed Delivery was delivered at or prior to the Expiration Deadline.</p>
Expected to be November 5, 2021 .	<p><i>Settlement Date</i></p> <p>Settlement Date for Securities validly tendered and accepted for purchase by the Offeror, other than in the case of Securities validly tendered pursuant to the Guaranteed Delivery Procedures. Payment of the Purchase Price and any Accrued Interest in respect of any such Securities.</p>
Expected to be November 8, 2021 .	<p><i>Guaranteed Delivery Settlement Date</i></p> <p>Guaranteed Delivery Settlement Date for Securities validly tendered and accepted for purchase by the Offeror pursuant to the Guaranteed Delivery Procedures. Payment of the Purchase Price and any Accrued Interest in respect of any such Securities.</p>

Subject to applicable securities laws and the terms set within this Offer to Purchase, the Offeror reserves the right, with respect to the Offer made by it, (i) to waive or modify in whole or in part any and all conditions to the Offer, (ii) to extend the Withdrawal Deadline and/or the Expiration Deadline, (iii) to modify or terminate the Offer or (iv) to otherwise amend the Offer in any respect. In the event that the Offer is terminated or otherwise not completed, the Purchase Price relating to the Securities subject to such Offer will not be paid or become payable, without regard to whether Holders have validly tendered their Securities (in which case such tendered Securities will be promptly returned to the Holders).

Announcements in connection with the Offer will be made in the manner described under “*Terms and Conditions of the Offer—Announcements*”. Copies of all such announcements, press releases and notices will also be available from the Information & Tender Agent, the contact details for whom are on the last page of this Offer to Purchase. All documentation relating to the Offer, together with any updates, will also be available on the offer website (<https://www.gbsc-usa.com/RioTinto/>) (the “**Offer Website**”) operated by the Information & Tender Agent for the purpose of the Offer. Delays may be experienced where notices are delivered to DTC and Holders are urged to contact the Information & Tender Agent for the relevant announcements relating to the Offer. In addition, Holders may contact the Dealer Managers for information using the contact details on the last page of this Offer to Purchase.

Holders are advised to check with any bank, securities broker or other intermediary through which they hold Securities when such intermediary would require to receive instructions from a Holder in order for that Holder to be able to participate in, or to validly withdraw their instruction to participate in, the Offer before the deadlines specified above. The deadlines set by any such intermediary and DTC for the

submission and withdrawal of Tender Instructions (or, where applicable, Notices of Guaranteed Delivery) will be earlier than the relevant deadlines specified above. See “*Procedures for Participating in the Offer*”.

SUMMARY

The following summary is provided solely for the convenience of Holders. This summary is not intended to be complete and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere in this Offer to Purchase. Each undefined capitalized term used in this Summary has the meaning set forth elsewhere in this Offer to Purchase. Holders are urged to read this Offer to Purchase in its entirety.

The Offeror Rio Tinto Finance (USA) Limited, a corporation incorporated under the laws of the State of Victoria, Australia.

Guarantees The Securities are guaranteed by Rio Tinto plc, a public limited company incorporated in England and Wales, and Rio Tinto Limited, a corporation incorporated under the laws of the State of Victoria, Australia.

The Offer The Offeror is offering to purchase for cash, upon the terms and conditions, including the Financing Condition, set forth in this Offer to Purchase under “*Terms and Conditions of the Offer*”, any and all of its outstanding Securities set forth below.

Securities.....	Title of Security	ISIN	CUSIP	Principal Amount Outstanding
	3.750% Notes due 2025	US767201AS58	767201AS5	U.S.\$1,200,000,000

Purpose of the Offer .. The Offeror is making the Offer to refinance a portion of its existing debt. The Offer, together with the proposed offering of a series of USD-denominated debt securities, is intended to extend the Offeror’s debt maturity profile. Securities purchased in the Offer will be retired and cancelled.

Following completion of the Offer and provided the Financing Condition is met, the Offeror intends to redeem any remaining outstanding Securities in accordance with their terms and conditions at the Make Whole Redemption Price. Nothing in this Offer to Purchase constitutes a redemption notice. The Offeror notes that the spread used to calculate the Make Whole Redemption Price would be the same as the Fixed Spread pursuant to the Offer.

Purchase Price The Offeror will pay a Purchase Price per U.S.\$1,000 principal amount of Securities validly tendered and not validly withdrawn prior to the Expiration Deadline (including those validly tendered in accordance with the Guaranteed Delivery Procedures) calculated as described herein in a manner intended to result in a yield to the Maturity Date as of the Settlement Date equal to the sum of:

- the yield to maturity on the Reference Treasury Security based on the bid-side price of the Reference Treasury Security as reported on the Bloomberg Reference Page specified above as measured at the Price Determination Time; and
- the Fixed Spread.

The formula for determining the Purchase Price for the Securities is set forth in the Schedule to this Offer to Purchase. The Purchase Price for the Securities will be

publicly announced in the manner described under “*Terms and Conditions of the Offer—Announcements*” promptly after determination.

Accrued Interest	<p>In addition to the payment of the Purchase Price, each Holder whose Securities are validly tendered and not validly withdrawn (including those validly tendered in accordance with the Guaranteed Delivery Procedures) and accepted for purchase will also be paid Accrued Interest, which will be an amount (rounded to the nearest U.S.\$0.01 with U.S.\$0.005 being rounded upwards) equal to interest accrued and unpaid on the Securities from (and including) the immediately preceding interest payment date for the Securities to (but excluding) the Settlement Date.</p> <p>Accrued Interest will cease to accrue on the Settlement Date, and (in the case of Securities for which the Guaranteed Delivery Procedures are used) no additional accrued interest will be paid in respect of the period from the Settlement Date to the Guaranteed Delivery Settlement Date.</p>
Launch date.....	October 28, 2021, the date of this Offer to Purchase.
Price Determination Time.....	The Reference Yield of the Reference Treasury Security will be determined at 10:00 a.m. (New York City time) on November 3, 2021 unless such time and date may be extended as set forth herein.
Expiration Deadline...	The Offer will expire at 5:00 p.m. (New York City time) on November 3, 2021, unless extended, re-opened or earlier terminated. The Offeror reserves the right to extend or terminate the Offer made by it at any time before it announces whether it accepts valid tenders of Securities for purchase pursuant to the Offer, as set forth herein.
Withdrawal Deadline.	Validly tendered Securities (or, where applicable, Notices of Guaranteed Delivery) may be withdrawn at any time prior to 5:00 p.m. (New York City time) on November 3, 2021 (such time and date, as the same may be extended or otherwise amended, the “ Withdrawal Deadline ”).
Settlement Date	Assuming the Expiration Deadline is not extended, the Offeror expects that the Settlement Date for the Offer will be November 5, 2021, in respect of any Securities which are the subject of a valid Tender Instruction that has been received by the Information & Tender Agent prior to the Expiration Deadline.
Guaranteed Delivery Settlement Date	Assuming the Expiration Deadline is not extended, the Offeror expects that the Guaranteed Delivery Settlement Date for the Offer will be November 8, 2021, in respect of any Securities which are tendered according to the Guaranteed Delivery Procedures.
Acceptance of Tendered Securities and Payment.....	<p>In accordance with the terms of the Offer and upon satisfaction or waiver of the conditions to the Offer specified herein under “<i>Terms and Conditions of the Offer—Conditions of the Offer</i>”, the Offeror will (a) accept for purchase Securities validly tendered (or defectively tendered, if the Offeror has waived such defect in its sole discretion) pursuant to the Offer, including those validly tendered in accordance with the Guaranteed Delivery Procedures and (b) pay the Purchase Price and Accrued Interest on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, for all Securities validly tendered prior to the Expiration Deadline and accepted by it for purchase in the Offer.</p> <p>The Offeror reserves the right, subject to applicable laws, to (a) keep the Offer open or extend the Withdrawal Deadline and/or the Expiration Deadline to a later date</p>

and time as announced by the Offeror and (b) waive any or all conditions to the Offer made by it for Securities tendered prior to the Expiration Deadline.

Conditions of the Offer	<p>The Offeror’s obligation to accept and pay for Securities in the Offer is subject to the satisfaction or waiver of the conditions described in “<i>Terms and Conditions of the Offer—Conditions to the Offer</i>”, including the condition that the Offeror shall have completed prior to the Expiration Deadline an offering of new USD-denominated debt securities (“New Notes”) on terms and subject to conditions satisfactory to the Offeror in its sole discretion (collectively, the “Financing Condition”).</p> <p>The Offer is not conditioned on any minimum amount of Securities being tendered. Subject to applicable law, the Offeror expressly reserves the right, in its sole discretion, to terminate the Offer if the conditions to the Offer are not satisfied. If the Offer is terminated at any time, the Securities tendered pursuant to the Offer will be promptly returned to the tendering Holders. See “<i>Terms and Conditions of the Offer—Conditions of the Offer</i>”.</p>
Risk Factors	<p>See “<i>Risk Factors and Other Considerations</i>” for a discussion of certain factors that should be considered when deciding whether to tender Securities pursuant to the Offer.</p>
How to Tender Securities.....	<p>Tenders for Securities may only be made through Direct Participants through ATOP. There is no letter of transmittal for the Offer. See “<i>Procedures for Participating in the Offer—Book-Entry Delivery; ATOP Procedures</i>” and “<i>Procedures for Participating in the Offer—Guaranteed Delivery Procedures</i>”.</p> <p>For further information, Holders should call the Information & Tender Agent or consult their broker, dealer, commercial bank, trust company or other nominee for assistance.</p>
Guaranteed Delivery Procedures.....	<p>If any Holder wishes to tender its Securities but such Holder cannot comply with the procedures under ATOP for the submission of a valid Tender Instruction (including the transfer of book-entry interests in the relevant Securities) prior to the Expiration Deadline, such Holder may tender its Securities in accordance with the Guaranteed Delivery Procedures described below under “<i>Procedures for Participating in the Offer—Guaranteed Delivery Procedures</i>”.</p>
Minimum Denominations	<p>If a Holder tenders less than the full amount of its holding of Securities, Tender Instructions must be submitted in respect of a principal amount of Securities of no less than the Minimum Denomination and, unless otherwise specified below, may be submitted in respect of integral multiples of U.S.\$1,000 above such Minimum Denomination. The “Minimum Denomination” is U.S.\$2,000.</p>
Withdrawal Rights.....	<p>Securities validly tendered prior to the Expiration Deadline (including Securities validly tendered in accordance with the Guaranteed Delivery Procedures) may be validly withdrawn at any time before the Withdrawal Deadline, which is contemporaneous with the Expiration Deadline.</p> <p>If the Offer is extended, the Offeror will amend the Withdrawal Deadline such that Securities validly tendered prior to the Expiration Deadline (including Securities validly tendered in accordance with the Guaranteed Delivery Procedures) may be validly withdrawn at any time prior to the earlier of (i) the Expiration Deadline and (ii) the tenth Business Day after commencement of the Offer. Securities validly</p>

tendered in the Offer may also be withdrawn in the event that the Offer has not been consummated within 60 Business Days after commencement.

Tendered Securities and Notices of Guaranteed Delivery may be withdrawn by Holders by submitting a valid electronic withdrawal instruction as described under “*Procedures for Participating in the Offer—Withdrawal Rights*”.

Certain Tax Considerations..... For a discussion of certain United States federal income tax and Australian tax considerations of the Offer applicable to beneficial owners of Securities, see “*Certain Tax Considerations*”.

Untendered or Unpurchased Securities..... The Offeror will return any tendered Securities that are validly withdrawn from the Offer made by it or that it does not accept for purchase to their tendering Holder without expense. Securities not tendered or otherwise not purchased pursuant to the Offer will remain outstanding. Following completion of the Offer and repurchase of tendered Securities, the aggregate principal amount outstanding of Securities remaining outstanding will be reduced. This may adversely affect the liquidity of and, consequently, the market price for the Securities that remain outstanding after completion of the Offer.

Following completion of the Offer however, the Offeror intends (provided the Financing Condition is satisfied) to redeem any remaining outstanding Securities in accordance with their terms and conditions at the Make Whole Redemption Price. Where used herein, “**Make Whole Redemption Price**” means the redemption price calculated in accordance with the optional redemption provisions set out in the terms and conditions of the Securities by the Independent Investment Banker (as defined in the terms and conditions of the Securities). The Offeror notes that the spread used to calculate the Make Whole Redemption Price would be the same as the Fixed Spread pursuant to the Offer.

Nothing in this Offer to Purchase constitutes a redemption notice.

Dealer Managers Citigroup Global Markets Limited, Credit Agricole Securities (USA) Inc. and Merrill Lynch International will be serving as Dealer Managers in connection with the Offer. Where the context so requires, a reference to the “Dealer Managers” will include the respective affiliates of each Dealer Manager. The Dealer Managers’ contact information appears on the back cover page of this Offer to Purchase.

Information & Tender Agent..... Global Bondholder Services Corporation is serving as information and tender agent in respect of the Offer. The Information & Tender Agent’s contact information appears on the back cover page of this Offer to Purchase.

Offer Website The website, <https://www.gbsc-usa.com/RioTinto/>, operated by the Information & Tender Agent for the purpose of the Offer, access to which is subject to the offer and distribution restrictions referred to in “Offer and Distribution Restrictions”.

Brokerage Commission No brokerage commissions are payable by Holders to the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent. If Securities are held through a broker or other nominee that tenders the Securities on a Holder’s behalf, such broker or nominee may charge such Holder a commission for doing so. Holders should consult with their brokers or nominees to determine whether any charges will apply.

Governing Law..... This Offer to Purchase and any purchase of Securities pursuant to the Offer shall be governed by and construed in accordance with the laws of the state of New York.

WHERE YOU CAN FIND MORE INFORMATION

Rio Tinto plc and Rio Tinto Limited currently file reports and other information with the SEC in accordance with the Securities Exchange Act of 1934 (the “**Exchange Act**”). Such reports and other information (including the documents incorporated by reference into this Offer to Purchase) may be obtained from the SEC’s website at <http://www.sec.gov>. You may also obtain Rio Tinto Group documents incorporated by reference into this Offer to Purchase, at no cost, by requesting them in writing or by telephone at the following addresses and telephone numbers:

Rio Tinto Limited
Level 7
360 Collins Street
Melbourne, Victoria 3000
Australia
011-61-3-9283-3333

Rio Tinto plc
6 St James’s Square
London SW1Y 4AD
United Kingdom
011-44-20-7781-2000

DOCUMENTS INCORPORATED BY REFERENCE

The documents below filed or to be filed with the SEC by Rio Tinto plc and Rio Tinto Limited pursuant to the Exchange Act are and will be incorporated by reference into this Offer to Purchase:

- Annual Report on Form 20-F of Rio Tinto plc and Rio Tinto Limited for the year ended December 31, 2020 filed with the SEC by Rio Tinto plc and Rio Tinto Limited on March 2, 2021; and
- the report on Form 6-K filed with the SEC by Rio Tinto plc and Rio Tinto Limited on July 28, 2021 containing the unaudited condensed interim financial report of the Rio Tinto Group for the period ended June 30, 2021.

All documents and reports filed pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Offer to Purchase and before the expiration of the Offer shall be deemed to be incorporated by reference in and made a part of this Offer to Purchase from the date of filing such documents and reports.

Any statement contained herein or contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Offer to Purchase to the extent that a statement contained herein or in any other subsequently filed document or report that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase. The contents of Rio Tinto's website, any website mentioned in this Offer to Purchase or any website directly or indirectly linked to these websites are not incorporated into and do not form part of this Offer to Purchase.

The Information & Tender Agent will provide without charge to each person to whom this Offer to Purchase is delivered upon the request of such person, a copy of any or all of the documents incorporated herein by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference into such documents). Requests for such documents should be directed to the Information & Tender Agent at its address set forth on the back cover of this Offer to Purchase. The information relating to the Rio Tinto Group contained in this Offer to Purchase does not purport to be complete and should be read together with the information contained in the incorporated documents and reports.

INFORMATION REGARDING FORWARD-LOOKING STATEMENTS

This Offer to Purchase, the documents incorporated by reference herein, other public filings and oral and written statements by the Rio Tinto Group, and its management, includes statements that constitute “forward-looking statements” within the meaning of the United States securities laws. These statements are based on the beliefs and assumptions of the Rio Tinto Group’s management and on information available to the Rio Tinto Group at the time such statements are made. In addition, when used in this Offer to Purchase, the documents incorporated by reference herein or such other documents or statements, words such as “intend,” “aim,” “project,” “anticipate,” “estimate,” “plan,” “believe,” “expect,” “may,” “should,” “will” or similar expressions, are intended to identify forward-looking statements.

Forward-looking statements are not guarantees of performance. They involve risks, uncertainties and assumptions. Although the Rio Tinto Group makes such statements based on assumptions that it believes to be reasonable, there can be no assurance that actual results will not differ materially from its expectations. Investors are cautioned not to rely unduly on any forward-looking statements.

Examples of forward-looking statements contained in or incorporated by reference in this Offer to Purchase include those regarding estimated ore reserves, anticipated production or construction dates, costs, outputs and productive lives of assets or similar factors. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Rio Tinto, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Rio Tinto, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding Rio Tinto’s present and future business strategies and the environment in which Rio Tinto will operate in the future. Among the important factors that could cause Rio Tinto’s actual results, performance or achievements to differ materially from those in the forward-looking statements include, but are not limited to: an inability to live up to Rio Tinto’s values and any resultant damage to its reputation; the impacts of geopolitics on trade and investment; the impacts of climate change and the transition to a low-carbon future; an inability to successfully execute and/or realize value from acquisitions and divestments; the level of new ore resources, including the results of exploration programs and/or acquisitions; disruption to strategic partnerships that play a material role in delivering growth, production, cash or market positioning; damage to Rio Tinto’s relationships with communities and governments; an inability to attract and retain requisite skilled people; declines in commodity prices and adverse exchange rate movements; an inability to raise sufficient funds for capital investment; inadequate estimates of ore resources and reserves; delays or overruns of large and complex projects; changes in tax regulation; safety incidents or major hazard events; cyber breaches; physical impacts from climate change; the impacts of water scarcity; natural disasters; an inability to successfully manage the closure, reclamation and rehabilitation of sites; the impacts of civil unrest; the impacts of the Covid-19 pandemic; breaches of Rio Tinto’s policies, standard and procedures, laws or regulations; trade tensions between the world’s major economies; increasing societal and investor expectations, in particular with regard to environmental, social and governance considerations; and the impacts of technological advancements.

Other factors and assumptions not identified above were also involved in the derivation of these forward-looking statements, and the failure of such other assumptions to be realized may also cause actual results to differ materially from those projected. For more discussion of the risks affecting the Rio Tinto Group, please refer to “*Risk Factors*” in the Annual Report on Form 20-F of Rio Tinto plc and Rio Tinto Limited for the year ended December 31, 2020. For a discussion of the risks associated with your participation in the Offer, please refer to “*Risk Factors*”.

You should consider the areas of risk described above in connection with any forward-looking statements that may be made by the Rio Tinto Group and its businesses generally. Forward-looking statements in this Offer to Purchase, including the documents incorporated by reference herein, speak only as of the date they are made. The Rio Tinto Group expressly disclaims any obligation to update any of the information in this Offer to Purchase or any other public report if any forward-looking statement later turns out to be inaccurate, whether as a result of new information, future events or otherwise, except to the extent required by applicable law.

RISK FACTORS AND OTHER CONSIDERATIONS

Before making a decision with respect to the Offer, Holders should carefully consider, in addition to the other information contained in this Offer to Purchase, the following:

The Offeror is not making any recommendation in connection with the Offer.

None of the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent, or any of their respective affiliates, makes any recommendation in connection with the Offer. You should determine whether to tender Securities based upon your own assessment of market value, liquidity needs and investment objectives.

You should consult your own tax, accounting, financial and legal advisers regarding the consequences (tax, accounting or otherwise) of participating in the Offer. None of the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent, or any director, officer, employee, agent or affiliate of any such person, is acting for you, or will be responsible to you for providing any protections which would be afforded to its clients or for providing advice in relation to the Offer.

The Offer may be cancelled or delayed.

The consummation of the Offer is subject to, and conditional upon, the satisfaction or waiver of the conditions discussed under “*Terms and Conditions of the Offer*”. The Offeror may, at its option and in its sole discretion, subject to applicable law, waive any such conditions for the Offer. Even if the Offer is completed, the Offer may not be completed on the schedule described in this Offer to Purchase. Accordingly, Holders participating in the Offer may have to wait longer than expected to receive their cash payment during which time those Holders of the Securities will not be able to effect transfers of their Securities tendered for purchase.

The trading market for Securities not purchased may be limited.

The liquidity of the Securities that remain outstanding following completion of the Offer may be adversely affected due to the reduction in the amount of Securities outstanding. Such remaining Securities may command a lower price than a comparable issue of securities with greater market liquidity. A reduced market value and liquidity may also make the trading price of such remaining Securities more volatile. Accordingly, the market price for such Securities that remain outstanding after the completion of the Offer may be adversely affected as a result of the Offer. None of the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent has any duty to make a market in any such remaining Securities. It will not be possible to ascertain the aggregate principal amount of the Securities to be accepted for purchase prior to the Expiration Deadline.

Restrictions on transfer of Securities tendered.

When considering whether to tender Securities in the Offer, Holders should take into account that the ability to transfer tendered Securities will be restricted from the time of such tender. Each Holder will, on tendering Securities in the Offer, transfer such Securities to the account established by the Information & Tender Agent at DTC for receipt of tenders in the Offer in accordance with the terms of the Offer. Holders therefore will not be able to transfer such Securities unless tendered Securities are validly withdrawn from the Offer in accordance with the procedures described under “*Procedures for Participating in the Offer—Withdrawal Rights*”.

The Offer is subject to certain conditions.

Notwithstanding any other provision of the Offer, the Offeror will not be obligated to accept for purchase, and pay for, validly tendered Securities pursuant to the Offer made by it if the General Conditions (as defined below) or Financing Condition have not been satisfied or waived. The Offer is not conditional upon any minimum amount of securities being tendered.

Holders are responsible for complying with the procedures for participating in the Offer.

Holders are responsible for complying with all of the procedures for tendering Securities in the Offer. Holders who wish to tender their Securities for purchase should allow sufficient time for timely completion of the relevant submission procedures. None of the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent (or any of their respective directors, employees or affiliates) assume any responsibility for informing Holders of irregularities with respect to any such Holder's Tender Instruction (or, where applicable, Notice of Guaranteed Delivery), or any withdrawal of any such Tender Instruction (or, where applicable, Notice of Guaranteed Delivery), or for notifying the Holder of any failure to follow the proper procedure.

If Securities are held through a broker, dealer, commercial bank, trust company or other nominee, such entity may require the relevant Holder to take action with respect to the Offer a number of days before the Expiration Deadline (or Withdrawal Deadline) in order for such entity to tender for purchase the relevant Securities (or to validly withdraw any such tender) on the relevant Holder's behalf on or prior to the Expiration Deadline (or Withdrawal Deadline).

Holders and beneficial owners should consult their tax, accounting, financial and legal advisers before participating in the Offer.

Holders and beneficial owners should consult their tax, accounting, financial and legal advisers as they may deem appropriate regarding the tax, accounting, financial and legal consequences of participating or declining to participate in the Offer. This Offer to Purchase does not discuss any tax consequences for Holders or beneficial owners arising from the purchase by the Offeror of the Securities and the receipt of any Accrued Interest other than certain United States federal income tax and Australian tax considerations (see "*Certain Tax Considerations*"). Also, this Offer to Purchase does not discuss any tax consequences relating to any subsequent redemption of any remaining outstanding Securities at the Make Whole Redemption Price. Holders and beneficial owners are urged to consult their professional advisers regarding any tax consequences under the laws of any relevant jurisdictions. Holders and beneficial owners are liable for their own taxes and have no recourse to the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent with respect to taxes arising in connection with the Offer.

None of the Dealer Managers, the Information & Tender Agent, the Guarantors or the Offeror (nor any director, officer, employee, agent or affiliate of any such person) is acting for any Holder or other person and will be responsible to any Holder or other person for providing any protections which might be afforded to its clients or for providing advice in relation to the Offer, and accordingly none of the Dealer Managers, the Information & Tender Agent, the Guarantors or the Offeror (nor any director, officer, employee, agent or affiliate of, any such person) makes any recommendation whether Holders should tender Securities in the Offer.

Failure to complete the Offer successfully could negatively affect the price of the Securities.

Several conditions must be satisfied or waived in order to complete the Offer, including the Financing Condition. The conditions to the Offer may not be satisfied, and if not satisfied or waived, the Offer may not occur or may be delayed. If the Offer is not completed or is delayed, the respective market price of Securities may decline to the extent that the current market price reflects an assumption that the Offer has been or will be completed.

Holders must comply with the Offer and Distribution Restrictions.

Holders are referred to the offer and distribution restrictions in "*Offer and Distribution Restrictions*" and the acknowledgements, representations, warranties and undertakings in "*Procedures for Participating in the Offer*", which Holders will be deemed to make on tendering Securities in the Offer. Non-compliance with these could result in, among other things, the cancellation of the Offer, non-acceptance of Tender Instructions, unwinding of trades and/or other penalties.

The Securities may be acquired by the Offeror, the Guarantors or their respective affiliates other than through the Offer.

Whether or not the purchase of any Securities pursuant to the Offer is completed, the Offeror, either Guarantor or certain of the Offeror's and/or Guarantors' respective affiliates, may, to the extent permitted by applicable law (and, in the case of the Offeror, any applicable contractual restrictions), acquire Securities other than pursuant to the Offer, including through open market or privately negotiated transactions, through tender offers, exchange offers, redemptions or otherwise, and currently anticipates doing so as described in the following paragraph. Such purchases or acquisitions may be on such terms and at such prices as the Offeror or, if applicable, the relevant Guarantor or other affiliate may determine, which may be more or less than the prices to be paid pursuant to the Offer and could be for cash or other consideration or otherwise on terms more or less favorable than those contemplated by the Offer.

Under the terms and conditions of the Securities, the Offeror may, and intends (provided the Financing Condition is satisfied) to, redeem any remaining outstanding Securities at the Make Whole Redemption Price, subject to the requirement that the Offeror provides the Holders at least 30 days but not more than 60 days prior notice of such redemption in accordance with the terms and conditions of the Securities. Pursuant to the terms and conditions of the Securities, the Make Whole Redemption Price shall be calculated by an Independent Investment Banker (as defined in the terms and conditions of the Securities) in accordance with the provisions for calculating the redemption price as set out in those terms and conditions. The Offeror notes that the spread used to calculate the Make Whole Redemption Price would be the same as the Fixed Spread pursuant to the Offer. Nothing in this Offer to Purchase constitutes a redemption notice.

Tendered Securities are subject to Minimum Denominations.

The Securities are denominated, and accordingly can only be tendered, in the Minimum Denomination and in integral multiples of U.S.\$1,000 above such Minimum Denomination. In the event that Securities offered are not accepted because the amount tendered by a Holder is less than the Minimum Denomination (or for any other reason), they will be returned or credited to the Holder's account promptly following the expiration or termination of the Offer. Holders who tender less than all of their Securities must continue to hold Securities in their respective minimum authorized denominations.

Changes in Reference Yields on Reference Treasury Security.

The Purchase Price will be based on the bid-side yield of the Reference Treasury Security as of the Price Determination Time, as calculated by the Dealer Managers in accordance with standard market practice. This yield may fluctuate during the term of the Offer prior to the Price Determination Time. As a result, the actual amount of cash that will be received by a tendering Holder of Securities pursuant to the Offer will be affected by such changes and may be different than if such amount were calculated based on the yield of the Reference Treasury Security prevailing on dates or times prior to the Price Determination Time. Changes in the yield on the Reference Treasury Security following the Price Determination Time will not alter the Purchase Price unless the terms of the Offer are amended.

Accrued Interest on Securities tendered pursuant to the Guaranteed Delivery Procedures

Accrued Interest will cease to accrue on the Settlement Date, and (in the case of Securities for which the Guaranteed Delivery Procedures are used) no additional accrued interest will be paid in respect of the period from the Settlement Date to the Guaranteed Delivery Settlement Date.

TERMS AND CONDITIONS OF THE OFFER

Introduction

On the terms and subject to the conditions contained in this Offer to Purchase, the Offeror offers to purchase for cash any and all of the Securities at the Purchase Price plus Accrued Interest.

Offer

The Offeror reserves the right, in its sole and absolute discretion, not to accept any Tender Instructions, not to purchase Securities or to extend, terminate, withdraw or modify in any manner any of the terms and conditions of the Offer made by it (as further described below), subject to applicable laws and regulations.

The Offeror will fund the purchase of any Securities validly tendered and accepted by it for purchase with available funds, including the proceeds from a concurrent offering of USD-denominated debt securities by the Offeror.

The Offeror's obligation to accept and pay for Securities validly tendered pursuant to the Offer made by it is conditioned upon the satisfaction or waiver of the conditions set forth in "*—Conditions of the Offer—General Conditions*" and "*—Financing Condition*". The Offer is not conditioned upon any minimum amount of Securities being tendered.

The Offer will expire at 5:00 p.m. (New York City time) on November 3, 2021 unless extended, re-opened or earlier terminated by the Offeror. No tenders will be valid if submitted after the Expiration Deadline (although any Holder that wishes to tender its Securities but cannot comply with the procedures for the submission of a valid Tender Instruction prior to the Expiration Deadline may tender its Securities according to the Guaranteed Delivery Procedures described below under "*Procedures for Participating in the Offer—Guaranteed Delivery Procedures*").

If a Holder holds its Securities through a broker, dealer, commercial bank, trust company or other nominee, such nominee may have an earlier deadline for accepting the applicable Tender Instruction (or, where applicable, Notice of Guaranteed Delivery). Any such Holder should promptly contact the broker, dealer, commercial bank, trust company or other nominee that holds such Holder's Securities to determine its deadline. The Offer is open to all Holders of the Securities, as defined herein.

Rationale for the Offer

The Offeror is making the Offer to refinance a portion of its existing debt. The Offer, together with (i) the proposed offering of a series of USD denominated debt securities; and (ii) the Offeror's intention to subsequently redeem any remaining outstanding Securities at the Make Whole Redemption Price, is intended to extend the Offeror's debt maturity profile. Securities Purchased in the Offer will be retired and cancelled and no longer remain outstanding.

Following completion of the Offer and provided the Financing Condition is met, the Offeror intends to redeem any remaining outstanding Securities in accordance with their terms and conditions at the Make Whole Redemption Price. Nothing in this Offer to Purchase constitutes a make whole redemption notice. The Offeror notes that the spread used to calculate the Make Whole Redemption Price would be the same as the Fixed Spread pursuant to the Offer.

Nothing in this Offer to Purchase constitutes a redemption notice.

Consideration

The Offeror will pay, for Securities that are validly tendered and that are accepted for purchase pursuant to the Offer, the Purchase Price plus Accrued Interest on the Settlement Date or the Guaranteed Delivery Settlement

Date, as applicable. Each of the Settlement Date and the Guaranteed Delivery Settlement Date will promptly follow the Expiration Deadline. The Settlement Date is expected to be November 5, 2021 and the Guaranteed Delivery Settlement Date is expected to be November 8, 2021.

Purchase Price

The Purchase Price will be calculated, in accordance with standard market practice, so as to reflect a yield to the Maturity Date as of the Settlement Date equal to the sum of:

- the yield to maturity on the Reference Treasury Security (the “**Reference Yield**”) based on the bid-side price of the Reference Treasury Security set forth on the front cover of this Offer to Purchase at 10:00 a.m. (New York City time) on November 3, 2021, *plus*
- the Fixed Spread set forth on the front cover of this Offer to Purchase.

This sum is referred to in this Offer to Purchase as the “**Repurchase Yield**” for the Securities. Specifically, the Purchase Price per U.S.\$1,000 principal amount of Securities will equal:

- the present value per U.S.\$1,000 principal amount of all remaining payments of principal and interest on the Securities to be made to (and including) the Maturity Date of the Securities, discounted to the Settlement Date in accordance with the formula set forth in the Schedule to this Offer to Purchase, at a discount rate equal to the applicable Repurchase Yield, *minus*
- Accrued Interest on the Securities per U.S.\$1,000 principal amount of Securities.

The Dealer Managers will calculate the Repurchase Yield, the Purchase Price and the Accrued Interest and their calculation will be final and binding, absent manifest error.

The term “**bid-side price**” of the Reference Treasury Security on any day means the bid-side price of the Reference Treasury Security as displayed on the Bloomberg Reference Page specified in the table on the front cover of this Offer to Purchase as of 10:00 a.m. (New York City time) on that day (or if the Dealer Managers determine that the relevant page on Bloomberg is not operational or is displaying inaccurate information at that time, the bid-side price of the Reference Treasury Security determined at or around 10:00 a.m. (New York City time) on that day by such other means as the Dealer Managers may consider to be appropriate under the circumstances).

Although the Reference Yield at the Price Determination Time will be determined only as set forth herein, information regarding the closing yields on the Reference Treasury Security on any trading day may be found in *The Wall Street Journal* online edition. Prior to the Price Determination Time, Holders can obtain recently calculated hypothetical quotes of the yields on the Reference Treasury Security to be used to determine the Purchase Price and the resulting hypothetical Purchase Price, and, following the Price Determination Time, the actual yield for the Reference Treasury Security and the Purchase Price, in each case, by contacting the Dealer Managers at their respective telephone numbers as set forth on the back cover of this Offer to Purchase. The Dealer Managers will calculate the Purchase Price based on the methodology described in the Schedule to this Offer to Purchase. The Offeror will publicly announce the Purchase Price promptly after it is determined by the Dealer Managers at the Price Determination Time.

Because the Purchase Price is based on a fixed spread pricing formula linked to the yield on the Reference Treasury Security, the actual amount of cash that may be received by a tendering Holder of Securities pursuant to the Offer will be affected by changes in such yield during the term of the Offer before the Price Determination Time. After the Price Determination Time, when the Purchase Price is no longer linked to the yield on the Reference Treasury Security, the actual amount of cash that may be received by a tendering Holder will be known and Holders of the Securities will be able to ascertain the Purchase Price in the manner described above.

Accrued Interest

An amount equal to accrued and unpaid interest will also be paid as consideration in respect of all Securities validly tendered and delivered (and not validly withdrawn) and accepted for purchase by the Offeror pursuant to the Offer from, and including, the immediately preceding interest payment date but excluding, the Settlement Date.

Accrued Interest will cease to accrue on the Settlement Date, and (in the case of Securities for which the Guaranteed Delivery Procedures are used) no additional accrued interest will be paid in respect of the period from the Settlement Date to the Guaranteed Delivery Settlement Date.

The Dealer Managers will calculate the Accrued Interest, and their calculation will be final and binding, absent manifest error.

Total Consideration Payable to Holders

The total consideration payable to each Holder in respect of Securities validly tendered (and not validly withdrawn) and accepted for purchase by the Offeror will be an amount in cash equal to (i) the Purchase Price, multiplied by each U.S.\$1,000 in aggregate principal amount of Securities tendered and delivered by such Holder and accepted by the Offeror for purchase (rounded to the nearest U.S.\$0.01, with U.S.\$0.005 being rounded upwards) *plus* (ii) any Accrued Interest payable in respect of such Securities.

Allocation of New Notes

The Offeror intends, in connection with the allocation of New Notes in the Offer, to consider among other factors whether or not the relevant investor seeking an allocation of the New Notes has validly tendered or indicated to the Offeror or the Dealer Managers a firm intention to tender any Securities it holds pursuant to the Offer and, if so, the aggregate principal amount of such Securities tendered or intended to be tendered by such investor. When determining allocations of the New Notes, the Offeror intends to give some degree of preference to those investors who, prior to such allocation, have validly tendered Securities, or have indicated their firm intention to tender Securities, pursuant to the Offer. However, the Offeror will consider various factors in making allocation decisions and is not obliged to allocate the New Notes to an investor who has validly tendered or indicated to the Offeror or the Dealer Managers a firm intention to tender any Securities it holds pursuant to the Offer and if allocated, the allocated amount may be less than the amount tendered and accepted to purchase.

Any potential allocation of the New Notes, while being considered by the Offeror as set out above, will be made in accordance with customary new issue allocation processes and procedures following the completion of the book building process for the offering of the New Notes and will be made at the sole discretion of the Offeror. In the event that a Holder validly tenders Securities pursuant to the Offer, such Securities will remain subject to such tender and the conditions of the Offer as set out in this Offer to Purchase irrespective of whether that Holder receives all, part or none of any allocation of New Notes for which it has applied.

Any investment decision to purchase any New Notes should be made solely on the basis of the information contained in the offering document prepared in connection with the issue and listing of the New Notes. This Offer to Purchase should not be deemed to be an offer to sell or a solicitation of an offer to purchase the New Notes.

Tender Offer Period

The Offer commences on October 28, 2021 and will end at the Expiration Deadline.

If the Withdrawal Deadline or the Expiration Deadline is extended by the Offeror, an announcement to that effect will be made by or on behalf of the Offeror as described below in “—*Announcements*” no later than 9:00 a.m. (New York City time), on the next Business Day after the previously scheduled Withdrawal Deadline or Expiration Deadline.

Results

The results of the Offer are expected to be announced on November 4, 2021, following the Expiration Deadline. The Offeror will announce the aggregate principal amount of Securities accepted for purchase (assuming that Securities tendered in accordance with the Guaranteed Delivery Procedures will be validly delivered by the Guaranteed Delivery Deadline). Such information will be notified to Holders as described below in “—*Announcements*” and shall, absent manifest error, be final and binding on the Offeror and the Holders.

Once the Offeror has announced the results of the Offer made by it in accordance with applicable law, the Offeror’s acceptance of Tender Instructions (and, where applicable, Notices of Guaranteed Delivery) in accordance with the terms of the Offer will be irrevocable. Tender Instructions (and, where applicable, Notices of Guaranteed Delivery) which are so accepted will constitute binding obligations of the submitting Holders and the Offeror to settle the Offer.

Securities repurchased by the Offeror pursuant to the Offer will be immediately cancelled. Securities which have not been validly tendered and accepted for purchase pursuant to the Offer will remain outstanding after the Guaranteed Delivery Settlement Date.

Payment

If the Securities validly tendered (and not validly withdrawn) in the Offer are accepted for purchase by the Offeror, the Purchase Price and any Accrued Interest will be paid on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable (subject to the right of the Offeror to extend the Expiration Deadline and delay the acceptance of Tender Instructions as set out in this Offer to Purchase) in immediately available funds delivered to DTC for payment to the cash accounts of the relevant Direct Participants (see “*Procedures for Participating in the Offer*”). The deposit of such funds with DTC will discharge the obligation of the Offeror to all Holders in respect of the above amounts represented by such funds.

Provided the Offeror makes or has made on its behalf full payment of the Purchase Price and any Accrued Interest for Securities accepted for purchase pursuant to the Offer made by it to DTC on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable (subject to any postponement of either the Settlement Date or the Guaranteed Delivery Settlement Date as described above), under no circumstances will any additional interest be payable because of any delay in the transmission of funds from DTC or any other intermediary with respect to such Securities, any delay arising from the use of the Guaranteed Delivery Procedures or otherwise.

Extension, Amendment and Termination

Subject to any applicable laws, the Offeror reserves the right at any time before it announces whether it has accepted validly tendered Securities for purchase pursuant to the Offer made by it, to:

- (a) extend the Withdrawal Deadline, the Expiration Deadline and/or Price Determination Time applicable to, or re-open, the Offer (in which case all references in this Offer to Purchase to the Withdrawal Deadline, Expiration Deadline and/or Price Determination Time shall, for the purposes of the Offer and unless the context otherwise requires, be to the latest time and date, as the case may be, to which the Withdrawal Deadline, Expiration Deadline and/or Price Determination Time has been so extended or the Offer re-opened);
- (b) otherwise amend the Offer in any respect (including, but not limited to, any amendment to any of the Purchase Price, the Withdrawal Deadline, the Expiration Deadline, the Settlement Date or the Guaranteed Delivery Settlement Date);
- (c) delay acceptance or, subject to applicable law, purchase of Securities tendered in the Offer, even if the Offer has expired; or

- (d) terminate the Offer, including with respect to any Tender Instructions (or, where applicable, Notices of Guaranteed Delivery) submitted before the time of such termination.

The Offeror also reserves the right at any time to waive any or all of the terms and conditions of the Offer made by it as set out in this Offer to Purchase.

The Offeror will ensure an announcement is made of any such extension, re-opening, delayed acceptance, amendment or termination as soon as is reasonably practicable after the relevant decision is made. In the case of an extension of the Withdrawal Deadline or the Expiration Deadline, the Offeror will make an announcement, no later than 9:00 a.m. (New York City time), on the next Business Day after the previously scheduled Withdrawal Deadline or Expiration Deadline.

If the Offer is amended in a manner that constitutes a material change, the minimum period during which the Offer will remain open following such amendment will depend upon the facts and circumstances of such amendment and applicable law. With respect to any change in the consideration offered in the Offer, the Offeror will announce any such amendment in a press release at or prior to 10:00 a.m. (New York City time) on the day of such amendment and the Offeror will extend the Expiration Deadline by at least five Business Days from the date of such announcement, if the Offer would otherwise expire during such period. If any of the other terms of the Offer are amended in a manner determined by the Offeror to constitute a material change, the Offeror will announce any such amendment in a press release at or prior to 10:00 a.m. (New York City time) on the day of such amendment, and the Offeror will extend the Offer for at least three Business Days from the date of such announcement, if the Offer would otherwise expire during such time period.

If, at any time following the Price Determination Time, the Offeror extends the Expiration Deadline for a period of not more than two Business Days (where permitted in accordance with the previous paragraph), then the Purchase Price shall remain the Purchase Price as determined at the original Price Determination Time. If, however, the Offeror extends the Expiration Deadline for a period longer than two Business Days from the previously scheduled Expiration Deadline, then a new Price Determination Time for such extended Offer will be established (such new Price Determination Time to be 10:00 a.m. (New York City time) on the Business Day to which the Expiration Deadline has been so extended) and the applicable Purchase Price per U.S.\$1,000 principal amount of Securities validly tendered and accepted for purchase pursuant to the Offer (as so extended) shall be calculated based on the Reference Yield of the applicable Reference Treasury Security as of the new Price Determination Time.

If the Offeror withdraws or terminates the Offer, any Securities tendered for purchase pursuant to the Offer will not be purchased and will be returned to Holders.

The Offeror and its affiliates also reserve the right at any time or from time to time following completion or cancellation of the Offer to purchase or exchange or offer to purchase or exchange Securities or to issue an invitation to submit offers to sell Securities (including, without limitation, those tendered pursuant to this Offer but not accepted for purchase) through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemptions or otherwise, in each case on terms that may be more or less favorable than those contemplated by the Offer.

The making of such new Offer and the issuance of any new invitation may depend on various factors, including interest rates prevailing at such time and the aggregate principal amount of Securities purchased pursuant to the Offer.

Following completion of the Offer, the Offeror intends to redeem any remaining outstanding Securities in accordance with their terms and conditions at the Make Whole Redemption Price. However, the Offeror is not bound to consummate such redemption and can give no assurance that it will decide to proceed with such

redemption. Nothing in this Offer to Purchase constitutes a make whole redemption notice in respect of the Securities.

Costs and Expenses

Any charges, costs and expenses incurred by the Holders or any intermediary in connection with the Offer shall be borne by such Holder. No brokerage costs are being levied by the Dealer Managers or the Information & Tender Agent. Holders should check whether their brokers or custodians will charge any fees.

Conditions of the Offer

Notwithstanding any other provision of the Offer, the Offeror will not be obligated to accept for purchase, and pay for, validly tendered Securities pursuant to the Offer made by it if the conditions listed below have not been satisfied or waived. The Offer is not conditional upon any minimum amount of Securities being tendered.

Financing Condition

The Offeror shall have completed, prior to the Expiration Deadline, an offering of USD-denominated debt securities on terms and subject to conditions satisfactory to the Offeror in its sole discretion (collectively, the “**Financing Condition**”).

The Offeror will not be required to accept for purchase any tendered Securities or pay the purchase price for the Securities if the Financing Condition is not satisfied, or waived by the Offeror. The Offeror cannot assure you that any financing will be successful and the Offeror reserves the right to waive any and all conditions of the Offer on or prior to the Expiration Deadline.

General Conditions

In addition to the Financing Condition, none of the following shall have been in existence or have occurred as of the Expiration Deadline:

- (a) (i) any general suspension of, shortening of hours for or limitation on prices for, trading in securities in the United States, United Kingdom or Australian securities or financial markets (whether or not mandatory), (ii) a material impairment in the trading markets for any of the Securities or securities generally, (iii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, the United Kingdom or Australia (whether or not mandatory), (iv) any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States, the United Kingdom or Australia, (v) any attack on, outbreak or escalation of hostilities or acts of terrorism directly or indirectly involving the United States, the United Kingdom or Australia that would reasonably be expected to have a material, disproportionate effect on the Rio Tinto Group’s business, operations, condition or prospects relative to other companies in the same industry, (vi) any significant adverse change in the United States, United Kingdom or Australian securities or financial markets generally or in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof, or (vii) any other change or development, including a prospective change or development, in general economic, financial, monetary or market conditions that, in the sole judgment of the Offeror and/or the Guarantors, has or may have a material adverse effect on the market price or trading of any of the Securities or upon the value of any of the Securities;
- (b) the existence of an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction that shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in the reasonable judgment of the Offeror and/or the Guarantors, would or would be reasonably likely to prohibit, prevent or materially restrict or delay consummation of the Offer or that is, or is reasonably likely to be, materially

adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Rio Tinto Group;

- (c) any instituted or pending action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, that challenges the making of the Offer or is reasonably likely to directly or indirectly prohibit, prevent, restrict or delay the consummation of the Offer or otherwise adversely affects the Offer in any material manner;
- (d) there occurs or exists, in the sole judgment of the Offeror and/or the Guarantors, any other actual or threatened legal impediment to the Offer or any other circumstances that would materially adversely affect the transactions contemplated by the Offer, or the contemplated benefits of the Offer to the Offeror and/or the Guarantors;
- (e) the occurrence of an event or events or the likely occurrence of an event or events that would or might reasonably be expected to prohibit, restrict or delay the consummation of the Offer or materially impair the contemplated benefits of the Offer;
- (f) the trustee for the Securities objects in any respect to, or takes any action that would, in the sole judgment of the Offeror and/or the Guarantors, be reasonably likely to materially and adversely affect the consummation of the Offer, or takes any action that challenges the validity or effectiveness of the procedures used by the Offeror in the making of the Offer or in the acceptance of Securities; or
- (g) any event or events that, in the reasonable judgment of the Offeror and/or the Guarantors, could prevent, restrict or delay consummation of the Offer or materially impair the contemplated benefits to the Offeror of the Offer or any such event or events shall be likely to occur.

The foregoing conditions described above are solely for the Offeror's benefit and may be asserted by the Offeror regardless of the circumstances giving rise to any such condition, including any action or inaction by the Offeror, and may be waived by the Offeror, in whole or in part, before the Expiration Deadline. The Offeror's failure at any time to exercise any of its rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time in its sole discretion.

In all cases, the purchase for cash of Securities pursuant to the Offer will only be made after the submission (and non-withdrawal) of a valid Tender Instruction (or, where applicable, Notice of Guaranteed Delivery) in accordance with the procedures described in "*Procedures for Participating in the Offer*".

Any payment pursuant to the Offer may be delayed in the sole discretion of the Offeror in order to comply with applicable laws.

Subject to applicable laws, the Offeror may reject tenders of Securities if it considers in its sole discretion that tenders have not been validly tendered in the Offer and the Offeror is not under any obligation to any relevant Holder to furnish any reason or justification for refusing to accept such tenders. **For example, tenders of Securities may be rejected and not accepted and may be treated as not having been validly tendered in the Offer if any such tender does not comply with the requirements of a particular jurisdiction.**

In the event of any dispute or controversy regarding the Purchase Price or the amount of Accrued Interest for Securities tendered pursuant to the Offer, the Offeror's determination shall, absent manifest error, be conclusive and binding (other than in respect of the calculations made by the Dealer Managers described in "*—Consideration*" in relation to the Purchase Price and the Repurchase Yield and "*—Accrued Interest*" in relation to Accrued Interest for the Securities, which will, absent manifest error, be final and binding).

The Offeror will at any time have the discretion to accept for purchase any Securities tendered in the Offer, the tender of which would otherwise be invalid or, in the sole opinion of the Offeror, may otherwise be invalid.

Holderes are advised that the Offeror may, in its sole discretion, accept tenders of Securities for purchase pursuant to the Offer on more than one date if the Offer is extended or re-opened, subject to applicable laws.

All conditions to the Offer set out in this Offer to Purchase will, if any Securities are to be accepted for purchase on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, be either satisfied or waived by the Offeror concurrently with or before the Expiration Deadline. If any of the conditions are not satisfied by the Expiration Deadline, the Offeror may, in its sole discretion and without giving any notice, terminate the Offer or extend the Expiration Deadline and continue to accept tenders.

The failure by the Offeror at any time to exercise any of the foregoing rights will not be deemed a waiver of any other right and each right will be deemed an ongoing right that may be asserted at any time and from time to time.

The failure of any person to receive, or any delay in any person's receipt of, a copy of this Offer to Purchase or any announcement made or notice issued by the Offeror in connection with the Offer shall not invalidate any aspect of the Offer. No acknowledgement of receipt of any Tender Instruction, Notice of Guaranteed Delivery, withdrawal instruction and/or other documents will be given by the Offeror or the Information & Tender Agent.

Once accepted, the Offer will constitute a binding obligation of Holders who have validly submitted (and have not validly withdrawn) Tender Instructions (or, where applicable, Notices of Guaranteed Delivery) and the Offeror to settle the Offer.

Announcements

Announcements in connection with the Offer will be made by issuing a press release to a widely disseminated news or wire service. Copies of all announcements, notices and press releases will be available from the Information & Tender Agent, whose contact details are on the last page of this Offer to Purchase. All documentation relating to the Offer, together with any updates, will also be available on the Offer Website (<https://www.gbsc-usa.com/RioTinto/>) operated by the Information & Tender Agent for the purpose of the Offer. Delays may be experienced where notices are delivered to DTC and Holders are urged to contact the Information & Tender Agent for the relevant announcements during the course of the Offer. In addition, Holders may contact the Dealer Managers for information using the contact details on the last page of this Offer to Purchase.

Governing Law

This Offer to Purchase, the Offer, each Tender Instruction, any Notice of Guaranteed Delivery and any purchase of Securities pursuant to the Offer shall be governed by and construed in accordance with New York law. By submitting a Tender Instruction (or, where applicable, a Notice of Guaranteed Delivery), the relevant Holder will irrevocably and unconditionally agree for the benefit of the Offeror, the Guarantors, the Dealer Managers and the Information & Tender Agent that the courts of New York State are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Offer or such Tender Instruction (or, where applicable, such Notice of Guaranteed Delivery) and that, accordingly, any suit, action or proceedings arising out of or in connection with the foregoing may be brought in such courts.

PROCEDURES FOR PARTICIPATING IN THE OFFER

Holders that need assistance with respect to the procedures for participating in the Offer should contact the Information & Tender Agent, whose contact details are on the last page of this Offer to Purchase.

Tender Instructions

The tendering of Securities in the Offer will be deemed to have occurred upon receipt by the Information & Tender Agent via DTC of a valid Tender Instruction submitted in accordance with the requirements of DTC. The receipt of such Tender Instruction by DTC will be acknowledged in accordance with the standard practices of DTC.

To tender Securities in the Offer, a Holder must deliver, or arrange to have delivered on its behalf, via DTC and in accordance with the requirements of DTC, a valid Tender Instruction that is received by the Information & Tender Agent by the Expiration Deadline. Tender Instructions must be submitted in respect of a principal amount of Securities of no less than the Minimum Denomination (being U.S.\$2,000) and may be submitted in respect of integral multiples of U.S.\$1,000 above such Minimum Denomination. Holders who tender less than all of their Securities must continue to hold Securities in at least the Minimum Denomination of U.S.\$2,000.

Only a Direct Participant in DTC may properly submit a Tender Instruction. If a Holder is not a Direct Participant and holds its Securities through a custodian or other intermediary, such Holder must contact its custodian or other intermediary to instruct its custodian or intermediary to submit a Tender Instruction on its behalf. In the event that the relevant custodian or intermediary is unable to submit a Tender Instruction on its behalf by one of the methods described herein (including in accordance with the Guaranteed Delivery Procedures), the Holder should contact the Information & Tender Agent for assistance in submitting its Tender Instruction. There can be no assurance that the Information & Tender Agent will be able to assist any such Holders in successfully submitting a Tender Instruction.

Holders who are not Direct Participants of DTC are advised to check with any bank, securities broker or other intermediary through which they hold Securities when such intermediary would require to receive instructions from a Holder in order for that Holder to be able to participate in, or withdraw their instruction to participate in, the Offer before the deadlines specified in this Offer to Purchase. **The deadlines set by any such intermediary and DTC for the submission and withdrawal of Tender Instructions (or, where applicable, Notices of Guaranteed Delivery) will be earlier than the relevant deadlines specified in this Offer to Purchase.**

Holders must take the appropriate steps through DTC so that no transfers may be effected in relation to such tendered Securities at any time after the date of submission of such Tender Instruction, in accordance with the requirements of, and the deadlines required by, DTC. Each Direct Participant will be deemed to consent to have DTC provide details concerning such Direct Participant's identity to the Information & Tender Agent (and for such Information & Tender Agent to provide such details to the Offeror and the Dealer Managers, and their respective legal advisers).

If any Holder wishes to tender its Securities but such Holder cannot comply with the procedures for the submission of a valid Tender Instruction prior to the Expiration Deadline, such Holder may tender its Securities according to the Guaranteed Delivery Procedures described below under "*Guaranteed Delivery Procedures*".

Book-Entry Delivery; ATOP Procedures

The Information & Tender Agent will establish one or more accounts at DTC for purposes of the Offer promptly after commencement of the Offer. All Holders must arrange for a Direct Participant in DTC to electronically

transmit the Holder's Tender Instruction through ATOP, for which the Offer will be eligible. Any Direct Participant in DTC may make a book-entry delivery of Securities by causing DTC to transfer such Securities in the participant's account to the Information & Tender Agent's account at DTC in accordance with ATOP procedures. DTC will then send an Agent's Message (as hereinafter defined) to the Information & Tender Agent. There is no letter of transmittal for the Offer. The confirmation of a book-entry transfer into the Information & Tender Agent's account at DTC as described above is referred to herein as a "**Book-Entry Confirmation**".

An "**Agent's Message**" is a message, transmitted by DTC, received by the Information & Tender Agent and forming part of the Book-Entry Confirmation, which states that DTC has received from the tendering participant an express acknowledgement stating: (i) the aggregate principal amount of Securities validly tendered by such participant, (ii) that such participant has received this Offer to Purchase and agrees to be bound by the terms and conditions of the Offer, and (iii) that the Offeror may enforce such terms and conditions against such participant.

Although transfer of the Securities may be effected through book-entry at DTC, an Agent's Message must be transmitted by DTC and received by the Information & Tender Agent at or prior to the Expiration Deadline in order to validly tender such Securities pursuant to the Offer. Securities tendered will be held to the order of the Information & Tender Agent until the earlier of the time of settlement on the Settlement Date or the termination of the Offer (if applicable), in which case such Securities will be released.

Guaranteed Delivery Procedures

If any Holder wishes to tender its Securities but such Holder cannot comply with the procedures under ATOP for the submission of a valid Tender Instruction (including the transfer of book-entry interests in the relevant Securities) prior to the Expiration Deadline, such Holder may effect a tender of its Securities through a firm that is an "eligible guarantor institution" (as that term is defined in Rule 17Ad-15 under the Exchange Act) (an "**Eligible Guarantor Institution**") by complying with the following procedures (the "**Guaranteed Delivery Procedures**"):

- prior to the Expiration Deadline, the Information & Tender Agent must receive from such Eligible Guarantor Institution either (i) a properly completed and duly executed notice of guaranteed delivery (a "**Notice of Guaranteed Delivery**" and, collectively, the "**Notices of Guaranteed Delivery**"), by facsimile transmission, e-mail, mail or hand delivery, or (ii) a properly transmitted agent's message and Notice of Guaranteed Delivery, that (1) sets forth the name and address of the Direct Participant tendering Securities of behalf of the relevant Holder and the principal amount of Securities being tendered; (2) states that the tender is being made thereby; and (3) guarantees that the Eligible Guarantor Institution will procure that DTC properly transmits an Agent's Message (together with the related book-entry delivery of the relevant Securities and any other documents required) to the Information & Tender Agent by no later than 5:00 p.m. (New York City time) on the second Business Day after the Expiration Deadline (the "**Guaranteed Delivery Deadline**"); and
- by no later than the Guaranteed Delivery Deadline, the Information & Tender Agent receives the book-entry delivery of the relevant Securities into the Information & Tender Agent's account at DTC.

Holders who wish to use the Guaranteed Delivery Procedures set out above may obtain a form of Notice of Guaranteed Delivery by contacting the Information & Tender Agent or at the Offer Website (<https://www.gbsc-usa.com/RioTinto/>). The Notice of Guaranteed Delivery may be transmitted in accordance with the usual procedures of DTC; provided, however, that if the Notice of Guaranteed Delivery is sent through electronic means, it must state that DTC has received an express acknowledgement from the Holder on whose behalf the notice is given that the Holder has received and agrees to become bound by the form of the notice to DTC. If the ATOP procedures are used to give a Notice of Guaranteed Delivery, the Direct Participant need not complete

and physically deliver the Notice of Guaranteed Delivery; however, the Direct Participant will be bound by the terms of the Offer.

The Guaranteed Delivery Procedures may be used in respect of a principal amount of Securities of no less than the Minimum Denomination (being U.S.\$2,000) and may be used in respect of in integral multiples of U.S.\$1,000 above such Minimum Denomination. Holders who tender less than all of their Securities must continue to hold Securities in at least the Minimum Denomination of U.S.\$2,000.

THE DELIVERY OF SECURITIES FOR WHICH NOTICE OF GUARANTEED DELIVERY IS MADE AND ANY OTHER DOCUMENTS REQUIRED MUST BE MADE NO LATER THAN 5:00 P.M. (NEW YORK CITY TIME) ON NOVEMBER 5, 2021, WHICH IS THE SECOND BUSINESS DAY AFTER THE EXPIRATION DEADLINE. ACCRUED INTEREST WILL CEASE TO ACCRUE ON THE SETTLEMENT DATE, INCLUDING THOSE SECURITIES FOR WHICH THE GUARANTEED DELIVERY PROCEDURES SET OUT ABOVE ARE USED, AND UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST BE PAID BY THE OFFEROR AFTER THE SETTLEMENT DATE TO THE GUARANTEED DELIVERY SETTLEMENT DATE, INCLUDING BY REASON OF ANY DELAY ARISING FROM THE USE OF THE GUARANTEED DELIVERY PROCEDURES.

Holder Representations, Warranties and Undertakings

By tendering Securities pursuant to the Offer (including by way of the use of the Guaranteed Delivery Procedures), the Holder is deemed to represent, warrant and undertake to the Offeror, the Guarantors, the Information & Tender Agent and the Dealer Managers at the time of submission of its Tender Instruction (or, where applicable, Notice of Guaranteed Delivery), the Expiration Deadline and the time of settlement on the Settlement Date (or, where applicable, the time of settlement on the Guaranteed Delivery Settlement Date) (if a Holder is unable to make any such representation, warranty or undertaking, such Holder should contact the Information & Tender Agent immediately) that:

- (a) it has received the Offer to Purchase, and has reviewed and accepts the offer and distribution restrictions, terms, conditions, risk factors and other considerations of the Offer, all as described in this Offer to Purchase, and has undertaken an appropriate analysis of the implications of the Offer without reliance on the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent;
- (b) the Securities are, at the time of acceptance, and will continue to be, until the payment on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, or the termination or withdrawal of the Offer, held by it;
- (c) all authority conferred or agreed to be conferred pursuant to its acknowledgements, agreements, representations, warranties and undertakings, and all of its obligations shall be binding upon its successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, its death or incapacity;
- (d) it has full power and authority to tender, sell, assign and transfer the tendered Securities;
- (e) subject to, and effective upon, the acceptance for purchase of, and payment for, the principal amount of Securities tendered in accordance with the terms and subject to the conditions of the Offer (i) the Securities will, on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, be transferred by such tendering Holder to the Offeror in accordance with the terms of the Offer, and the Offeror will acquire good, marketable and unencumbered title thereto, with full title guarantee free from all liens, restrictions, charges and encumbrances, not subject to any adverse claim or right, and together with all rights attached thereto, (ii) the Holder waives any and all other rights with respect to such Securities (including, without limitation, any existing or past defaults and their consequences in respect

of such Securities and the indenture relating thereto), and (iii) the Holder releases and discharges the Offeror, the Guarantors, the Dealer Managers and the Information & Tender Agent from any and all claims such Holder may have now or may have in the future arising out of or related to the Securities, including, without limitation, any claims that such Holder is entitled to participate in any repurchase, redemption or defeasance of the Securities;

- (f) it agrees to do all such acts and things as shall be necessary and execute any additional documents deemed by the Offeror or the Information & Tender Agent to be desirable, in each case to complete the transfer of the Securities to the Offeror or its nominee against payment to it of the Purchase Price and the Accrued Interest for such Securities and/or to perfect any of the authorities expressed to be given hereunder;
- (g) no information has been provided to it by the Offeror, the Guarantors, any Dealer Manager or the Information & Tender Agent, or any of their respective directors or employees, with regard to the tax consequences for Holders arising from the purchase of Securities by the Offeror pursuant to the Offer and the receipt by the Holder of the Purchase Price and Accrued Interest (other than, in the case of the Offeror, as set out under “*Certain Tax Considerations*” below) or with regard to the subsequent payment of any Make Whole Redemption Price, and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Offer and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Offeror, the Guarantors, any Dealer Manager or the Information & Tender Agent, or any of their respective directors or employees, or any other person in respect of such taxes and payments;
- (h) it has had access to such financial and other information concerning the Securities, and has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers, as it deems necessary or appropriate in order to make an informed decision with respect to its tendering of Securities for purchase in the Offer; it is not relying on any communication (written or oral) made by any party involved in the Offer or any such party’s affiliates as constituting a recommendation to tender Securities in the Offer; and it is able to bear the economic risks of participating in the Offer;
- (i) is not a person to whom it is unlawful to make an invitation pursuant to the Offer under applicable securities laws, it has not distributed or forwarded the Offer to Purchase or any other documents or materials relating to the Offer to any such person(s) and it has (before submitting, or arranging for the submission on its behalf, as the case may be, of the Tender Instruction in respect of the Securities it is tendering for purchase (including by way of the use of the Guaranteed Delivery Procedures) complied with all laws and regulations applicable to it for the purposes of its participation in the Offer;
- (j) it is not located or resident in the United Kingdom or, if it is located or resident in the United Kingdom, it is a person falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Financial Promotion Order**”)) or within Article 43(2) of the Financial Promotion Order, or to whom this Offer to Purchase and any other documents or materials relating to the Offer may otherwise lawfully be communicated in accordance with the Financial Promotion Order;
- (k) it is not located or resident in the Republic of Italy (“**Italy**”), or, if it is located or resident in Italy, it is an authorized person or tendering Securities through an authorized person (such as an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Legislative Decree No. 58 of February 24, 1998, as amended, CONSOB Regulation No. 20307 of February 15, 2018, as amended from time to time, and Legislative Decree No. 385 of September 1, 1993,

as amended) and in compliance with applicable laws and regulations or with requirements imposed by CONSOB or any other Italian authority;

- (l) it is not located or resident in France or, if it is located or resident in France, it is a qualified investor (*investisseur qualifié*) (as defined in Article 2(e) of the Prospectus Regulation);
- (m) it is not located or resident in Belgium or, if located or resident in Belgium, (i) it is a person which is a “qualified investor” in the sense of Article 2(e) of the Prospectus Regulation, acting on its own account or (ii) there are other circumstances set out in Article 6, §4 of the Belgian Law of 1 April 2007 on public takeover bids, as amended or replaced from time to time (the “**Belgian Takeover Law**”) and Article 1.4 of the Prospectus Regulation which provide an exemption from the public offer requirements set out in the Belgian Takeover Law and the Prospectus Regulation;
- (n) it is not a Sanctions Restricted Person (as defined below) or otherwise a person to whom it is unlawful to make an invitation pursuant to the Offer under applicable securities laws and it has (before submitting, or arranging for the submission on its behalf, as the case may be, of Tender Instructions (or, where applicable, Notice of Guaranteed Delivery) in respect of the Securities it is tendering for purchase) complied with all laws and regulations applicable to it for the purposes of its participation in the Offer, save that this representation shall not apply to any person following such submission of its Tender Instruction (or, where applicable, Notice of Guaranteed Delivery) if and to the extent that it is or would be unenforceable by or in respect of that person by reason of breach of (a) any provision of Council Regulation (EC) No 2271/96 of 22 November 1996, as amended (or any law or regulation implementing such Regulation in any member state of the European Union) or (b) Council Regulation (EC) No 2271/96 as it forms part of domestic law by virtue of the EUWA;
- (o) if the Securities tendered for purchase are accepted by the Offeror (i) the Purchase Price and Accrued Interest, if any, will be paid in U.S. dollars and will be deposited by or on behalf of the Offeror with DTC on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable; (ii) on receipt of such cash amounts, DTC will make payments promptly to the accounts of the relevant Holders; and (iii) payment of such cash amounts to or to the order of DTC will discharge the obligation of the Offeror to such Holder in respect of the payment of the cash amounts, and no additional amounts shall be payable to the Holder in the event of a delay in the payment of such cash amounts by DTC or an intermediary to the Holder or any delay arising from the use of the Guaranteed Delivery Procedures;
- (p) it understands that acceptance by the Offeror for purchase of Securities validly tendered pursuant to the Offer will constitute a binding agreement between it and the Offeror in accordance with, and subject to, the terms and conditions of the Offer;
- (q) in consideration for the purchase of Securities pursuant to the Offer, it waives, releases, forever discharges and agrees not to sue the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent, or their respective former, current or future directors, officers, employees, agents, subsidiaries, affiliates, stockholders, predecessors, successors, assigns or other representatives as to any and all claims, demands, causes of action and liabilities of any kind and under any theory whatsoever, whether known or unknown (excluding any liability arising under U.S. federal securities laws in connection with the Offer), by reason of any act, omission, transaction or occurrence, that such Holder ever had, now has or hereafter may have against the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent as a result of or in any manner related to such Holder’s purchase, ownership or disposition of the Securities pursuant to the Offer or any decline in the value thereof and, without limiting the generality or effect of the foregoing, upon the purchase of Securities pursuant to the Offer, such Holder acknowledges and agrees that the Offeror will, upon acceptance for purchase of such

Securities, obtain all rights relating to such Holder's ownership of Securities (including, without limitation, the right to all interest payable on the Securities) and any and all claims relating thereto;

- (r) it acknowledges and agrees that under no circumstances will interest on the Purchase Price be paid by the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent by reason of any delay on the part of the Information & Tender Agent in making payment to the Holders entitled thereto or any delay in the allocation or crediting of monies received by DTC to participants in DTC or in the allocation or crediting of monies received by participants to beneficial owners, and in no event will the Offeror, the Guarantors, the Dealer Managers or the Information & Tender Agent be liable for interest or damages in relation to any delay or failure of payment to be remitted to any Holder;
- (s) it acknowledges and agrees that the Offeror may transfer or assign, in whole or in part at any time or from time to time, to one or more of its affiliates, the right to purchase any Securities tendered pursuant to the Offer, but any such transfer or assignment will not relieve the Offeror of its obligations under the Offer or prejudice the rights of tendering Holders to receive payment pursuant to the Offer;
- (t) it understands that by submitting instructions through DTC's ATOP procedures, the Holder will be deemed to consent to have DTC provide details concerning the identity of such Holder to the Information & Tender Agent (and for the Information & Tender Agent to provide such details to the Offeror and the Dealer Managers, and their respective legal advisers);
- (u) the information given by or on behalf of such Holder in the Tender Instruction (or, where applicable, Notice of Guaranteed Delivery) is in all respects true, accurate and not misleading and will in all respects be true, accurate and not misleading at the time of the purchase of the Securities on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable; and
- (v) the Offeror, the Guarantors, the Dealer Managers and the Information & Tender Agent will rely on the truth and accuracy of the foregoing acknowledgements, agreements, representations, warranties and undertakings, and it shall indemnify the Offeror, the Guarantors, the Dealer Managers and the Information & Tender Agent against all and any losses, costs, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach by the Holder of any of the terms of, or any of the agreements, representations, warranties and/or undertakings given in connection with the Offer.

For these purposes:

"Sanctions Restricted Person" means an individual or entity (a **"Person"**):

- that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in (i) the most current *"Specially Designated Nationals and Blocked Persons"* list; (ii) the most current *"Consolidated list of persons, groups and entities subject to EU financial sanctions"*; (iii) the most current *"Foreign Sanctions Evaders List"*; or (iv) the most current *"UK Sanctions List"*; or
- that is otherwise the subject of, or is directly or indirectly owned or controlled by a Person that is the subject of, any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of their inclusion in: (i) the most current *"Sectoral Sanctions Identifications"* list (the **"SSI List"**), (ii) Annexes III, IV, V and VI of Council Regulation No.833/2014, as amended by Council Regulation No.960/2014, Council Regulation (EU) No.2015/1797 and Council Regulation (EU) No.2017/2212 (the **"EU Annexes"**), or (iii) any other list maintained by a Sanctions Authority, with similar effect to the SSI List or the EU Annexes;

Your custodian or nominee, by delivering, or causing to be delivered, the Securities and the completed Agent's Message to the Information & Tender Agent is representing and warranting that you, as owner of the Securities, have represented, warranted and agreed to each of the above.

“Sanctions Authority” means:

- the United States of America;
- the United Nations;
- the United Kingdom;
- the European Union (or any of its member states);
- any other equivalent governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; or
- the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the United States Department of the Treasury, the United States Department of State, the United States Department of Commerce and Her Majesty's Treasury.

The Offeror's acceptance for payment of Securities tendered under the Offer will constitute a binding agreement between you and the Offeror upon the terms and conditions of the Offer described in this Offer to Purchase.

By tendering Securities as set forth herein, and subject to and effective upon non-withdrawal of the relevant Tender Instruction, acceptance for purchase of, and payment for, the Securities tendered therewith, a tendering Holder (i) irrevocably sells, assigns and transfers to, the Offeror all right, title and interest in and to all the Securities tendered thereby and accepted for purchase pursuant to the terms hereof, (ii) waives any and all other rights with respect to the Securities (including, without limitation, the tendering Holder's waiver of any existing or past defaults and their consequences in respect of the Securities), (iii) releases and discharges the Offeror from any and all claims such Holder may have now, or may have in the future, arising out of, or related to, such Securities, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to such Securities or to participate in any repurchase, redemption or defeasance of the Securities, and (iv) irrevocably constitutes and appoints the Information & Tender Agent as the true and lawful agent and attorney-in- fact of such Holder (with full knowledge that the Information & Tender Agent also acts as the agent of the Offeror) with respect to any such tendered Securities, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) transfer ownership of such Securities on the account books maintained by DTC, together with all applicable accompanying evidences of transfer and authenticity, to, the Offeror, (b) present such Securities for transfer on the relevant security register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Securities (except that the Information & Tender Agent will have no rights to, or control over, funds from the Offeror, except as agent for the tendering Holders, for the Purchase Price, plus any Accrued Interest, of Securities tendered pursuant to the Offer, as determined pursuant to the terms of this Offer to Purchase, for any tendered Securities that are purchased by the Offeror).

The receipt of a Tender Instruction by the Information & Tender Agent (or, where applicable, the valid tender of Securities in accordance with the Guaranteed Delivery Procedures) will constitute instructions to debit all of the Securities the relevant Holder has tendered in the Offer and which are accepted for purchase by the Offeror, against credit of the relevant amount in cash from the Offeror equal to the Purchase Price and any Accrued Interest for such Securities, subject to the automatic revocation of those instructions on the date of any termination of the Offer (including where such Securities are not accepted for purchase by the Offeror) or the valid withdrawal of such Tender Instruction (or Notice of Guaranteed Delivery).

By tendering Securities pursuant to the Offer, the Holder will be deemed to have agreed that the delivery and surrender of the Securities is not effective, and the risk of loss of the Securities does not pass to the Information & Tender Agent, until receipt by the Information & Tender Agent of a properly transmitted Agent's Message together with all accompanying evidences of authority and any other required documents in form satisfactory to the Offeror.

Withdrawal Rights

Securities validly tendered prior to the Expiration Deadline (including Securities validly tendered in accordance with the Guaranteed Delivery Procedures) may be validly withdrawn at any time before the Withdrawal Deadline.

If the Offer is extended, the Offeror will amend the Withdrawal Deadline such that Securities validly tendered prior to the Expiration Deadline (including Securities validly tendered in accordance with the Guaranteed Delivery Procedures) may be validly withdrawn at any time prior to the earlier of (i) the Expiration Deadline and (ii) the tenth Business Day after commencement of the Offer. Securities validly tendered in the Offer may also be withdrawn in the event that the Offer has not been consummated within 60 Business Days after commencement.

For a withdrawal of tendered Securities to be effective, a properly transmitted "**Request Message**" through ATOP must be received by the Information & Tender Agent prior to the applicable deadline described in the previous two paragraphs, and such Request Message must:

- specify the name of the participant in DTC whose name appears on the security position listing as the owner of such Securities;
- contain a description of the aggregate principal amount of Securities to be withdrawn; and
- specify the name and number of the account at DTC to be credited with withdrawn Securities.

Withdrawals of previously tendered Securities will be accepted only in principal amounts of the Minimum Denomination and integral multiples of U.S.\$1,000 above such Minimum Denomination.

Holders may not rescind valid withdrawals of tendered Securities, and any Securities validly withdrawn will thereafter be deemed not validly tendered for the purpose of the Offer. However, validly withdrawn Securities may be retendered by following the procedures described under "*—Tender Instructions*", "*—Book-Entry Delivery; ATOP Procedures*" and "*—Guaranteed Delivery Procedures*" at any time prior to the Expiration Deadline.

Only a Direct Participant may properly withdraw a tender of Securities (including, where applicable, a Notice of Guaranteed Delivery) through ATOP. If a Holder is not a Direct Participant and holds its Securities through a custodian or other intermediary, such Holder must contact its custodian or other intermediary to instruct its custodian or intermediary to withdraw validly tendered Securities (including, where applicable, a Notice of Guaranteed Delivery) on its behalf.

Holders who are not Direct Participants are advised to check with any bank, securities broker or other intermediary through which they hold Securities when such intermediary would require to receive instructions from a Holder in order for that Holder to be able to withdraw their instruction to participate in the Offer before the deadlines specified in this Offer to Purchase. **The deadlines set by any such intermediary and DTC for the withdrawal of tenders of Securities will be earlier than the relevant deadlines specified in this Offer to Purchase.**

General

Tenders and instructions other than in accordance with the procedures set out in this section will not be accepted.

The Offeror will only accept tenders of Securities in the Offer by way of the submission of valid Tender Instructions (and, where applicable, a valid Notice of Guaranteed Delivery), and will only accept the withdrawal of tenders of Securities, in accordance with the procedures set out in this section “*Procedures for Participating in the Offer*”. It is also each Holder’s responsibility to inform itself of, and arrange for timely tender of its Securities (or any withdrawal of any such tender, as applicable) in accordance with, the procedures and deadlines applicable to DTC and any intermediary through which it tenders its Securities.

Irregularities

All questions as to the validity, form and eligibility (including time of receipt) of any Tender Instruction (or, where applicable, any Notice of Guaranteed Delivery) or the withdrawal of any tender of Securities will be determined by the Offeror in its sole discretion, and such determination will be final and binding.

The Offeror reserves the absolute right to reject any and all Tender Instructions (or, where applicable, any Notice of Guaranteed Delivery) or withdrawal instructions not in proper form or in respect of which the acceptance by the Offeror may be unlawful. The Offeror also reserves the absolute right to waive any defects, irregularities or delay in the submission of any and all Tender Instructions (or, where applicable, any Notice of Guaranteed Delivery) or withdrawal instructions. The Offeror also reserves the absolute right to waive any such defect, irregularity or delay in respect of particular Securities, whether or not the Offeror elects to waive similar defects, irregularities or any delay in respect of other Securities.

Any defect, irregularity or delay must be cured within such time as the Offeror determines, unless waived by it. Tender Instructions (or, where applicable, Notices of Guaranteed Delivery) and withdrawal instructions will be deemed not to have been made until such defects, irregularities or delays have been cured or waived. None of the Offeror, the Dealer Managers or the Information & Tender Agent shall be under any duty to give notice to a Holder of any defects, irregularities or delays in the receipt or non-receipt of any Tender Instruction (or, where applicable, any Notice of Guaranteed Delivery) or withdrawal instruction, nor shall any of them incur any liability for failure to give such notice.

OFFER AND DISTRIBUTION RESTRICTIONS

This Offer to Purchase does not constitute an offer or an invitation to participate in the Offer in any jurisdiction in which, or to any person to or from whom, it is unlawful to make such offer or invitation or for there to be such participation under applicable laws. The distribution of this Offer to Purchase in certain jurisdictions may be restricted by law. Persons into whose possession this Offer to Purchase comes are required by the Offeror, the Dealer Managers and the Information & Tender Agent to inform themselves about and to observe any such restrictions.

United Kingdom

The communication of this Offer to Purchase and any other documents or materials relating to the Offer are not being made and such documents have not been approved by an authorised 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, the general public in the United Kingdom. The communication of such documents and/or materials as a financial promotion is only being made to persons outside the United Kingdom and to those persons in the United Kingdom falling within the definition of investment professionals (as defined by Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (“**Financial Promotion Order**”)) or persons who are within Article 43(2) of the Financial Promotion Order, or within Article 49(2)(a) to (d) of the Financial Promotion Order, or any other persons to whom it may otherwise lawfully be made under the Financial Promotion Order (all such persons together being referred to as “**Relevant Persons**”). Any investment or investment activity to which this Offer to Purchase and any such other documents or materials relates is available only to and will be engaged in only with Relevant Persons, and they should not be relied on by any person who is not a Relevant Person.

Belgium

Neither this Offer to Purchase nor any other documents or materials relating to the Offer have been submitted to or will be submitted for approval or recognition to the Financial Services and Markets Authority (*Autorité des services et marchés financiers / Autoriteit voor financiële diensten en markten*) and, accordingly, the Offer may not be made in Belgium by way of a public offering, as defined in Articles 3 and 6 of the Belgian Law of April 1, 2007 on public takeover bids as amended or replaced from time to time. Accordingly, the Offer may not be advertised and the Offer will not be extended, and neither this Offer to Purchase nor any other documents or materials relating to the Offer (including any memorandum, information circular, brochure or any similar documents) have been or shall be distributed or made available, directly or indirectly, to any person in Belgium other than “qualified investors” in the sense of Article 2(e) of the Prospectus Regulation, acting on their own account. This Offer to Purchase has been issued only for the personal use of the above qualified investors and exclusively for the purpose of the Offer. Accordingly, the information contained in this Offer to Purchase may not be used for any other purpose or disclosed to any other person in Belgium.

France

This Offer to Purchase and any other documents or offering materials relating to the Offer may not be distributed in the Republic of France except to qualified investors (*investisseurs qualifiés*) as defined in Article 2(e) of the Prospectus Regulation. This Offer to Purchase has not been and will not be submitted for clearance to the *Autorité des marchés financiers*.

Italy

None of the Offer, this Offer to Purchase or any other documents or materials relating to the Offer has been or will be submitted to the clearance procedure of the *Commissione Nazionale per le Società e la Borsa* (“CONSOB”), pursuant to applicable Italian laws and regulations.

The Offer is being carried out in the Republic of Italy (“**Italy**”) as an exempted offer pursuant to article 101-bis, paragraph 3-bis of the Legislative Decree No. 58 of February 24, 1998, as amended (the “**Financial Services Act**”) and article 35-bis, paragraph 4 of CONSOB Regulation No. 11971 of May 14, 1999, as amended (the “**Issuers’ Regulation**”). The Offer is also being carried out in compliance with article 35-bis, paragraph 7 of the Issuers’ Regulation.

Holders or beneficial owners of the Securities located in Italy can tender the Securities through authorized persons (such as investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of February 15, 2018, as amended from time to time, and Legislative Decree No. 385 of September 1, 1993, as amended) and in compliance with applicable laws and regulations or with requirements imposed by CONSOB or any other Italian authority.

General

The Offer does not constitute an offer to buy or the solicitation of an offer to sell Securities in any circumstances in which such offer or solicitation is unlawful. In those jurisdictions where the securities or other laws require the Offer to be made by a licensed broker or dealer and any of the Dealer Managers or, where the context so requires, any of their respective affiliates is such a licensed broker or dealer in that jurisdiction, the Offer shall be deemed to be made on behalf of the Offeror by such Dealer Manager or affiliate (as the case may be) in such jurisdiction.

Each Holder participating in the Offer will be deemed to give certain representations in respect of the jurisdictions referred to above and generally as set out in “*Procedures for Participating in the Offer*” in this Offer to Purchase. Any tender of Securities for purchase pursuant to the Offer from a Holder that is unable to make these representations may be rejected. Each of the Offeror, the Guarantors, the Dealer Managers and the Information & Tender Agent reserves the right, in their absolute discretion, to investigate, in relation to any tender of Securities for purchase pursuant to an Offer, whether any such representation given by a Holder is correct and, if such investigation is undertaken and as a result the Offeror determines (for any reason) that such representation is not correct, such tender may be rejected.

For the avoidance of doubt, nothing in this Offer to Purchase or the electronic transmission thereof constitutes an offer to sell or a solicitation of an offer to buy New Notes or any other debt securities

PROHIBITION OF SALES TO EEA RETAIL INVESTORS: *The New Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a “retail investor” means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97 (the “IDD”), 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 Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the New Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the New Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.*

PROHIBITION OF SALES TO UK RETAIL INVESTORS – *The New Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a “retail investor” means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the IDD, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (as amended, the “UK PRIIPs Regulation”) for offering or selling the New Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the New Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.*

CERTAIN TAX CONSIDERATIONS

In view of the number of different jurisdictions where tax laws may apply to a Holder, save as set out below, this Offer to Purchase does not discuss the tax consequences for Holders arising from the purchase of Securities by the Offeror pursuant to the Offer. Holders are urged to consult their own professional advisers regarding these possible tax consequences under the laws of the jurisdictions that apply to them on the sale of their Securities and the receipt pursuant to the Offer of the Purchase Price and any Accrued Interest. Holders are liable for their own taxes and have no recourse to the Offeror, the Guarantors, the Dealer Managers, the Information & Tender Agent or any other person with respect to taxes arising in connection with the Offer.

Certain Australian Income Tax Considerations

The following is a summary of certain Australian tax consequences arising from the sale of Securities pursuant to the Offer for persons who are residents of the United States and who are not residents of Australia for tax purposes and do not hold their Securities at or through a permanent establishment in Australia (as used in this section, “**United States Holders**”). This summary reflects the current provisions of the Australian Income Tax Assessment Act 1936 and the Australian Income Tax Assessment Act 1997 (together, “**Australian Tax Act**”).

The following summary is not exhaustive of all possible Australian income tax considerations that could apply to particular United States Holders. These considerations may vary according to your individual circumstances. This summary deals only with United States Holders that hold Securities as capital assets. The summary does not address the implications for United States Holders who hold Securities as revenue assets or trading stock such as banks, insurance companies and persons carrying on a business of trading in securities.

This summary is based on the Australian law as in effect at the date hereof, which may be subject to change, possibly with retrospective effect.

THE SUMMARY OF AUSTRALIAN INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL HOLDERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF PARTICIPATING IN THE OFFER, INCLUDING THE APPLICABILITY AND EFFECT OF FOREIGN AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

Accrued Interest and Premium

The payment by the Offeror of an amount in respect of accrued interest on the Securities will be treated as interest for Australian withholding tax (“**WHT**”) purposes. The Australian WHT laws generally impose a 10% WHT on payments treated as interest to non-resident persons such as United States Holders. However, as the Securities were issued in a manner that satisfied the WHT exemption for public offers, no interest WHT will be payable on an amount in respect of accrued interest, unless the particular United States Holder in receipt of such amount is an Offshore Associate of the Offeror. The receipt of an amount in respect of accrued interest on the Securities will not otherwise be subject to Australian income tax.

The receipt by United States Holders of consideration for selling Securities pursuant to the Offer which exceeds the principal value of Securities will be treated in the same way.

In broad terms, an “**Offshore Associate**” is a person who directly or indirectly controls the Offeror, who is directly or indirectly controlled by the Offeror, who is directly or indirectly controlled by an entity which also controls the Offeror, or who is the trustee of a trust from which the Offeror may benefit, and who does not hold the Securities in carrying on a business at or through a permanent establishment in Australia.

Certain U.S. Federal Income Tax Considerations

The following is a summary of certain U.S. federal income tax consequences to U.S. Holders (defined below) who (i) tender Securities in the Offer and whose tender is accepted for purchase and purchased pursuant to the Offer, or (ii) (A) do not tender Securities in the Offer or (B) do not have their tender of Securities accepted for purchase pursuant to the Offer. This summary deals only with U.S. Holders who have held the Securities as capital assets. This discussion does not cover all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, particular U.S. Holders, including the impact of the alternative minimum tax or the net investment income tax, and does not address state, local, non-U.S. or other tax laws. This summary also does not discuss all of the tax considerations that may be relevant to certain type of investors subject to special treatment under the U.S. federal income tax laws (such as certain financial institutions, insurance companies, individual retirement accounts and other tax-deferred accounts, tax-exempt organisations, dealers in securities or currencies, investors that hold the Securities as part of straddles, hedging transactions or conversion transactions for U.S. federal income tax purposes, investors that purchase or sell the Securities as part of a wash sale for U.S. federal income tax purposes, U.S. Holders that are required to take certain amounts into income no later than the time such amounts are reflected on an applicable financial statement, persons that have ceased to be U.S. citizens or lawful permanent residents of the United States, investors holding the Securities in connection with a trade or business conducted outside of the United States, U.S. citizens or lawful permanent residents living abroad or investors whose functional currency is not the U.S. dollar).

Furthermore, special considerations may be relevant to U.S. Holders that sell Securities pursuant to the Offer and that also purchase new securities of the Offeror pursuant to a new offering of debt securities by the Offeror. Such U.S. Holders should consult their own tax advisers concerning the U.S. federal income tax consequences to them of the acquisition of new debt securities of the Offeror pursuant to the new offering and the sale of their Securities pursuant to the Offer.

As used herein, the term “**U.S. Holder**” means a beneficial owner of Securities that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation created or organised under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income tax without regard to its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or the trust has validly elected to be treated as a domestic trust for U.S. federal income tax purposes.

The U.S. federal income tax treatment of a partner in an entity or arrangement treated as a partnership for U.S. federal income tax purposes that holds Securities will depend on the status of the partner and the activities of the partnership. Investors that are entities or arrangements treated as partnerships for U.S. federal income tax purposes should consult their tax advisers concerning the U.S. federal income tax consequences to them and their partners of the Offer.

This summary is based on the tax laws of the United States, including the Internal Revenue Code of 1986, as amended, its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, all as of the date hereof and all subject to change at any time, possibly with retroactive effect.

THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE OFFER, INCLUDING THE

APPLICABILITY AND EFFECT OF STATE, LOCAL, NON-U.S. AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

Treatment of Tendering U.S. Holders

Sale of the Securities. For U.S. federal income tax purposes, the sale of a Security pursuant to the Offer will be a taxable transaction to a U.S. Holder. A U.S. Holder generally will recognise gain or loss equal to the difference between (i) the amount of cash received on the sale of the Security, not including any amount allocable to accrued and unpaid interest, which will be taxable as described under “—Accrued Interest” below, and (ii) the U.S. Holder’s adjusted tax basis in the Security. Except to the extent discussed below under “—Market Discount”, gain or loss recognised by a U.S. Holder on a sale of a Security pursuant to the Offer generally will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder’s holding period in the Security is more than one year at the time of sale. In the case of certain non-corporate U.S. Holders (including individuals), long-term capital gains are generally subject to a reduced rate of U.S. federal income tax. The deductibility of capital losses is subject to limitations. Gain or loss realised on the sale of a Security will generally be treated as U.S. source gain or loss. U.S. Holders should consult their tax advisers as to the foreign tax credit implications of the sale of a Security pursuant to the Offer.

A U.S. Holder’s adjusted tax basis in a Security generally will equal the cost of the Security to the U.S. Holder, increased by the amount of market discount (as defined below), if any, previously taken into account by the U.S. Holder and reduced (but not below zero) by any amortised premium in respect of the Security which has been previously taken into account.

Accrued Interest. Any amount received by a U.S. Holder upon the sale of a Security that is attributable to accrued and unpaid interest will be taxable to the U.S. Holder as ordinary interest income to the extent that such interest has not been previously included in income by the U.S. Holder.

Market Discount. Gain recognised by a tendering U.S. Holder will be treated as ordinary income to the extent of any market discount on the Securities that has accrued during the period that the tendering U.S. Holder held the tendered Securities, unless the U.S. Holder previously made an election to include market discount in income as it accrues. A Security generally will be treated as having market discount if the stated principal amount of the Security at the time that the U.S. Holder acquired the Security exceeded the U.S. Holder’s basis in that Security by an amount equal to or more than a statutorily defined de minimis amount. Market discount accrues on a rateable basis, unless the U.S. Holder has elected to accrue market discount using a constant yield method. Any gain in excess of such accrued market discount generally will be capital gain, as discussed above.

Treatment of Non-Tendering U.S. Holders

A U.S. Holder that does not tender its Securities in the Offer or does not have its tender of Securities accepted for purchase pursuant to the Offer generally will not recognise any gain or loss as a result of the Offer, and will have the same holding period and adjusted tax basis with respect to its Securities as immediately before the Offer.

Backup Withholding and Information Reporting

Payments in respect of Securities by a U.S. paying agent or other U.S. intermediary will be reported to the U.S. Internal Revenue Service (“IRS”) and to the U.S. Holder as may be required under applicable regulations. Backup withholding may apply to these payments if the U.S. Holder fails to provide an accurate taxpayer identification number or certification of exempt status or fails to comply with applicable certification requirements. Certain U.S. Holders are not subject to backup withholding. U.S. Holders should consult their tax advisers as to their qualification for exemption from backup withholding and the procedure for obtaining an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules 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 the required information is timely furnished to the IRS.

DEALER MANAGERS AND TENDER AGENT

The Offeror has retained Citigroup Global Markets Limited, Credit Agricole Securities (USA) Inc. and Merrill Lynch International to act as Dealer Managers and Global Bondholder Services Corporation to act as Information & Tender Agent in connection with the Offer. The Offeror has entered into a dealer manager agreement with the Dealer Managers and an engagement letter with the Information & Tender Agent, each of which contains certain provisions regarding payment of fees, expense reimbursement and indemnity arrangements relating to the Offer.

The Dealer Managers and their respective affiliates may contact Holders regarding the Offer and may request brokerage houses, custodians, nominees, fiduciaries and others to forward this Offer to Purchase and related materials to Holders.

The Dealer Managers and their respective affiliates have provided and continue to provide certain investment banking services to the Offeror (and their affiliates) for which they have received and will receive compensation that is customary for services of such nature.

The Dealer Managers and/or their respective affiliates may have a holding in, or may from time to time provide advice or other investment services in relation to, or engage in transactions involving, the Securities. Further, each Dealer Manager may (subject always to the Offer and Distribution Restrictions) (i) submit Tender Instructions for its own account and (ii) submit Tender Instructions on behalf of other Holders.

In addition, the Dealer Managers and/or their affiliates are acting as initial purchasers in connection with the Offeror's substantially concurrent offering of New Notes in connection with the Financing Condition (as described in the section headed "*Terms and Conditions of the Offer—Conditions to the Offer*").

None of the Dealer Managers or the Information & Tender Agent (or any of their respective directors, officers, employees, agents or affiliates) assumes any responsibility for the accuracy or completeness of the information concerning the Offer, the Offeror, any of their affiliates or the Securities contained in this Offer to Purchase or for any failure by the Offeror to disclose events that may have occurred and may affect the significance or accuracy of such information.

None of the Offeror, the Guarantors, the Dealer Managers, the Information & Tender Agent, or any director, officer, employee or affiliate of any such person, is acting for any Holder, or will be responsible to any Holder for providing any protections which would be afforded to its clients or for providing advice in relation to the Offer, and accordingly none of the Dealer Managers or the Information & Tender Agent (or any of their respective directors, officers, employees or affiliates) make any representation or recommendation whatsoever regarding the Offer or any recommendation as to whether Holders should tender Securities in the Offer or otherwise participate in the Offer.

The Information & Tender Agent is the agent of the Offeror and owes no duty to any Holder of Securities.

SCHEDULE

FORMULA FOR DETERMINING THE PURCHASE PRICE AND ACCRUED INTEREST

YLD	The Repurchase Yield expressed as a decimal.
CPN	The contractual annual rate of interest payable on a Security, expressed as a decimal.
N	The number of scheduled semi-annual interest payments on the Securities from (but excluding) the Settlement Date to (and including) the Maturity Date.
S	The number of days from (and including) the interest payment date for the Securities immediately preceding the Settlement Date up to (but excluding) the Settlement Date. The number of days is computed using the 30/360 day-count method.
/	Divide. The term immediately to the left of the division symbol is divided by the term immediately to the right of the division symbol before any addition or subtraction operations are performed.
exp	Exponentiate. The term to the left of “exp” is raised to the power indicated by the term to the right of “exp”.
$\sum_{k=1}^N$	Summate. The term in the brackets to the right of the summation symbol is separately calculated “N” times (substituting for “k” in that term each whole number between 1 and N, inclusive), and the separate calculations are then added together.
Purchase Price	The price per U.S.\$1,000 principal amount of Securities being purchased pursuant to the Offer (excluding Accrued Interest) rounded to the nearest cent.
Total Consideration Payable	A tendering Holder whose tender has been accepted will receive a total amount per U.S.\$1,000 principal amount of Securities (rounded to the nearest cent) equal to the Purchase Price plus Accrued Interest.
Accrued Interest	U.S.\$1,000(CPN/2) (S/180)

Formula for the Purchase Price

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

The Depositary for the Offer is:

Global Bondholder Services Corporation

By facsimile:
(For Eligible Institutions only)
+1-212-430-3775
or
+1-212-430-3779

By Email:
contact@gbsc-usa.com

By Mail or Hand:
65 Broadway, Suite 404
New York, New York 10006

Any questions or requests for assistance or additional copies of this Offer to Purchase may be directed to the Information & Tender Agent at its telephone number or address set forth below. Any questions related to the terms of the Offer may be directed to the Dealer Managers. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information & Tender Agent for the Offer is:

Global Bondholder Services Corporation

65 Broadway, Suite 404
New York, New York 10006
Banks and Brokers Call: +1-212-430-3774
All Others Call Toll Free: +1-866-470-3700
Email: contact@gbsc-usa.com

DEALER MANAGERS

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United Kingdom

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Telephone (U.S. Toll Free):

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Telephone (U.S.):

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Email: liabilitymanagement.europe@citi.com

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Email: us.liabilitymanagement@ca-cib

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2 King Edward Street
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Attention: Liability Management Group

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