



CNOOC PETROLEUM NORTH AMERICA ULC

Offer to Purchase for Cash Up to US\$750,000,000

**Combined Aggregate Principal Amount of the
Outstanding Debt Securities Listed Below**

Subject to the Applicable Acceptance Priority Levels Set Forth Herein

CNOOC Petroleum North America ULC, a British Columbia unlimited liability company (as used herein, the “Company,” “we,” “us” or “our”), hereby offers, upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, this “Offer to Purchase”), to purchase for cash outstanding debt securities listed in the table below issued by the Company and guaranteed by CNOOC Limited (as used herein, the “Parent” or “CNOOC”) (collectively, the “Notes,” and each a “Series” of Notes) from each registered holder of the applicable Series of Notes (each, a “Holder,” and collectively, the “Holders”) up to a maximum combined aggregate principal amount of US\$750,000,000, subject to the Acceptance Priority Levels (as defined herein) specified in the table below and in this Offer to Purchase (the “Tender Offer”). The Tender Offer is open to all Holders of the applicable Series of Notes.

Title of Security	CUSIP / ISIN	Aggregate Principal Amount Outstanding	Acceptance Priority Level ⁽¹⁾	Early Tender Premium ⁽²⁾	Reference Security	Bloomberg Reference Page	Fixed Spread
7.500% Notes due July 30, 2039	65334HAJ1/ US65334HAJ14	US\$690,200,000	1	\$50	4.375% U.S. Treasury Notes due May 15, 2034	FIT1	55 bps
6.400% Notes due May 15, 2037	65334HAG7/ US65334HAG74	US\$1,194,592,000	2	\$50	4.375% U.S. Treasury Notes due May 15, 2034	FIT1	35 bps
5.875% Notes due March 10, 2035	65334HAE2/ US65334HAE27	US\$728,246,000	3	\$50	4.375% U.S. Treasury Notes due May 15, 2034	FIT1	30 bps
7.875% Notes due March 15, 2032	65334HAA0/ US65334HAA05	US\$403,632,000	4	\$50	4.375% U.S. Treasury Notes due May 15, 2034	FIT1	40 bps
7.400% Notes due May 1, 2028	136420AF3/ US136420AF31	US\$160,000,000	5	\$50	4.500% U.S. Treasury Notes due May 31, 2029	FIT1	40 bps

- (1) Subject to the Maximum Amount (as defined herein) and proration, the principal amount of each Series of Notes that is purchased in the Tender Offer will be determined in accordance with the applicable Acceptance Priority Level (in numerical priority order with 1 being the highest Acceptance Priority Level and 5 being the lowest Acceptance Priority Level) specified in this column.
- (2) Per \$1,000 principal amount of Notes. Holders whose Notes are accepted for purchase pursuant to the Tender Offer will also receive accrued and unpaid interest on their purchased Notes from the last interest payment date for such Notes to, but excluding, the applicable Settlement Date (as defined herein).

The Tender Offer will expire at 5:00 p.m., New York City time, on July 10, 2024, unless extended (such date and time, as the same may be extended, the “Expiration Time”) or earlier terminated by the Company. **Holders of Notes must validly tender and not validly withdraw their Notes at or before 5:00 p.m., New York City time, on June 24, 2024, unless extended with respect to one or more Series (such date and time, as the same may be extended, the “Early Tender Deadline”) or earlier terminated by the Company, to be eligible to receive the applicable Total Consideration (as defined herein) for their tendered Notes, which includes the applicable Early Tender Premium set forth in the table above (the “Early Tender Premium”).** Holders of Notes who validly tender their Notes after the Early Tender Deadline and at or before the Expiration Time will be eligible to receive the applicable Tender Consideration (as defined herein) per \$1,000 principal amount of Notes tendered by such Holders that are accepted for purchase, which is equal to the applicable Total Consideration for each \$1,000 principal amount of Notes tendered and accepted for purchase minus the Early Tender Premium. **Notes tendered may be validly withdrawn at any time at or before 5:00 p.m., New York City time, on June 24, 2024 (such date and time, as the same may be extended, the “Withdrawal Time”) but not thereafter, unless extended with respect to one or more Series or earlier terminated by the Company, except in certain limited circumstances where additional withdrawal rights are required by law.**

The Sole Dealer Manager for the Tender Offer is:

J.P. Morgan

June 10, 2024

The Tender Offer is not conditioned upon any minimum amount of Notes being tendered, and, subject to applicable law, the Tender Offer may be amended, extended, terminated or withdrawn in whole or with respect to one or more Series of Notes at any time. The amounts of each Series of Notes that are purchased on the applicable Settlement Date (as defined herein) will be determined in accordance with the Acceptance Priority Levels set forth on the front cover of this Offer to Purchase (the “*Acceptance Priority Levels*”), with 1 being the highest Acceptance Priority Level and 5 being the lowest Acceptance Priority Level. We will only accept for purchase Notes up to a maximum combined aggregate principal amount of US\$750,000,000, subject to the applicable Acceptance Priority Levels. We refer to the maximum combined aggregate principal amount of Notes that may be purchased in the Tender Offer, as the same may be, from time to time, increased, decreased or eliminated by us at our own discretion, as the “*Maximum Amount*.”

We reserve the right to increase or decrease the Maximum Amount at our own discretion. Accordingly, Holders should not tender any Notes that they do not wish to be accepted for purchase. If Holders tender more Notes than they expect to be accepted for purchase by the Company, based on the Acceptance Priority Level of the Notes being tendered, and we subsequently accept more of such Notes tendered and not validly withdrawn at or before the Withdrawal Deadline, such Holders will not be able to withdraw any of their previously tendered Notes.

All Notes validly tendered and not validly withdrawn at or before the Early Tender Deadline having a higher Acceptance Priority Level will be accepted before any tendered Notes having a lower Acceptance Priority Level are accepted in the Tender Offer, and all Notes validly tendered after the Early Tender Deadline having a higher Acceptance Priority Level will be accepted before any Notes tendered after the Early Tender Deadline having a lower Acceptance Priority Level are accepted in the Tender Offer. Notes validly tendered and not validly withdrawn at or before the Early Tender Deadline will be accepted for purchase in priority to other Notes tendered after the Early Tender Deadline, even if such Notes tendered after the Early Tender Deadline have a higher Acceptance Priority Level than the Notes tendered at or before the Early Tender Deadline.

If the combined aggregate principal amount of the Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline exceeds the Maximum Amount, the amount of such Notes purchased will be prorated and we will accept for purchase only a combined aggregate principal amount of such Notes that will not exceed the Maximum Amount, and none of the Notes, if any, validly tendered after the Early Tender Deadline will be accepted for purchase regardless of the Acceptance Priority Level of such Notes. If Notes are validly tendered and not validly withdrawn such that the combined aggregate principal amount of such Notes does not exceed the Maximum Amount at or before the Early Tender Deadline but exceeds the Maximum Amount at the Expiration Time, no proration will be applied to any Series of the Notes validly tendered and not validly withdrawn at or before the Early Tender Deadline, and, with respect to the Notes validly tendered after the Early Tender Deadline, we will accept for purchase only a combined aggregate principal amount of such Notes in accordance with the Acceptance Priority Levels (with 1 being the highest Acceptance Priority Level and 5 being the lowest Acceptance Priority Level) that does not exceed the Maximum Amount. See “*Terms of the Tender Offer—Proration Procedures*” for more information on the possible proration relating to a particular Series of Notes.

The “*Total Consideration*” for each \$1,000 principal amount of Notes of any Series tendered and accepted for purchase pursuant to the Tender Offer will be determined in the manner described in this Offer to Purchase by reference to the applicable fixed spread (the “*Fixed Spread*”) specified for such Series on the front cover of this Offer to Purchase over the yield (the “*Reference Yield*”) corresponding to the bid-side price of the applicable Reference U.S. Treasury Security specified for such Series on the front cover of this Offer to Purchase (the “*Reference U.S. Treasury Security*”), as displayed on the applicable Bloomberg Reference Page set forth on the front cover of this Offer to Purchase, as calculated by J.P. Morgan Securities LLC at 11:00 a.m., New York City time, on June 25, 2024 (subject to certain exceptions set forth herein, such time and date, as the same may be extended, the “*Price Determination Time*”), which Total Consideration will include the applicable Early Tender Premium.

Holders of Notes that are validly tendered after the Early Tender Deadline and at or before the Expiration Time and accepted for purchase will receive the applicable Tender Consideration for such Notes, which equals the applicable Total Consideration for such Notes minus the Early Tender Premium (the “*Tender Consideration*”), and which will be payable on the date referred to as the “*Final Settlement Date*.” Holders of Notes that are validly tendered and not validly withdrawn at or before the Early Tender Deadline and accepted for purchase will receive the applicable

Total Consideration for such Notes. The Company reserves the right, in its sole discretion, to make payment for Notes that are validly tendered and not validly withdrawn at or before the Early Tender Deadline, and which are accepted for purchase, on the date referred to as the “*Early Settlement Date*.” The Early Settlement Date and the Final Settlement Date are each referred to as a “*Settlement Date*.”

Holders whose Notes are accepted for purchase pursuant to the Tender Offer will also receive accrued and unpaid interest on their purchased Notes from the last interest payment date for such Notes to, but excluding, the applicable Settlement Date.

Notes tendered may be validly withdrawn at any time at or before the Withdrawal Deadline, but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law. For a withdrawal of a tender of Notes to be effective, such withdrawal must comply with the procedures set forth in “Terms of the Tender Offer—Withdrawal of Tenders.”

Subject to applicable law, the Tender Offer may be amended, extended, terminated or withdrawn with respect to one or more Series of Notes at any time. If the Tender Offer is terminated with respect to any Series of Notes without Notes of such Series being accepted for purchase, Notes of such Series tendered pursuant to the Tender Offer will promptly be returned to the tendering Holders. Notes tendered pursuant to the Tender Offer and not purchased due to the Acceptance Priority Levels or due to the proration procedures will be returned to the tendering Holders promptly following the Expiration Time or, if the Tender Offer is fully subscribed as of the Early Tender Deadline, promptly following the Early Tender Deadline.

Upon the terms and subject to the conditions to the Tender Offer, we will notify D.F. King & Co., Inc. (the “*Tender Agent*” and the “*Information Agent*”) of which Notes tendered at or before the Early Tender Deadline or the Expiration Time, as the case may be, are accepted for purchase and payment pursuant to the Tender Offer.

We reserve the right, subject to applicable law, to:

- waive any and all conditions to the Tender Offer with respect to one or more Series of Notes;
- extend, terminate or withdraw the Tender Offer with respect to one or more Series of Notes;
- increase or decrease the Maximum Amount of Notes that may be accepted for purchase pursuant to the Tender Offer;
- extend the Early Tender Deadline or the Withdrawal Deadline; and
- otherwise amend the Tender Offer in any respect in relation to one or more Series of Notes.

In the event we extend the Early Tender Deadline or the Expiration Time, and/or increase or decrease the Maximum Amount, we also reserve the right, in our sole discretion, subject to applicable law, to take such action without extending the Withdrawal Deadline.

J.P. Morgan Securities LLC is serving as the sole Dealer Manager (the “*Dealer Manager*”) in connection with the Tender Offer. D.F. King & Co., Inc. is serving as the Tender Agent and the Information Agent for the Tender Offer.

None of the Dealer Manager, the Tender Agent, the Information Agent or the trustee with respect to any series of Notes (each, a “**Trustee**”), nor their respective directors, employees or affiliates, assumes any responsibility for the accuracy or completeness of the information contained in this Offer to Purchase or related documents including the information concerning the Tender Offer, the Company or any of its affiliates contained in this Offer to Purchase or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of such information.

None of the Company, the Dealer Manager, the Tender Agent, the Information Agent or any Trustee is providing Holders with any legal, business, tax or other advice in this Offer to Purchase. Holders should consult with their own advisers as needed to assist them in making an investment decision and to advise them whether they are

legally permitted to tender Notes for cash. 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 Notes. None of the Dealer Manager, the Tender Agent, the Information Agent or any Trustee is responsible for Holders' compliance with these legal requirements.

NONE OF THE COMPANY, ITS BOARD OF DIRECTORS OR EMPLOYEES, THE DEALER MANAGER, THE TENDER AGENT, THE INFORMATION AGENT OR ANY TRUSTEE IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER NOTES IN THE TENDER OFFER. HOLDERS MUST MAKE THEIR OWN DECISION AS TO WHETHER TO TENDER ANY OF THEIR NOTES, AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

References in this Offer to Purchase to “dollars”, “\$” or “US\$” are to United States dollars unless otherwise indicated.

IMPORTANT INFORMATION

This Offer to Purchase contains important information that Holders are urged to read before any decision is made with respect to the Tender Offer.

NONE OF THE COMPANY, ITS BOARD OF DIRECTORS OR EMPLOYEES, THE DEALER MANAGER, THE TENDER AGENT, THE INFORMATION AGENT OR ANY TRUSTEE IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER NOTES IN RESPONSE TO THE TENDER OFFER. HOLDERS MUST MAKE THEIR OWN DECISION AS TO WHETHER TO TENDER ANY OF THEIR NOTES, AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

All of the Notes are held in book-entry form through the facilities of The Depository Trust Company (“DTC”). Any Holder desiring to tender Notes should (a) tender through DTC pursuant to DTC’s Automated Tender Offer Program (“ATOP”) or (b) request the Holder’s broker, dealer, commercial bank, trust company or other nominee to effect the transaction. There is no letter of transmittal for the Offer to Purchase. Any Holder who holds Notes through Clearstream Banking, *société anonyme* (“Clearstream”) or Euroclear Bank SA/NV (“Euroclear”) must comply with the applicable procedures of Clearstream or Euroclear. Both Clearstream and Euroclear are indirect participants in the DTC system. A Holder with Notes held through a broker, dealer, commercial bank, trust company or other nominee must contact that party if such Holder desires to tender those Notes and give that party appropriate instructions to tender such Notes on the Holder’s behalf. **Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for participation in the Tender Offer. Accordingly, beneficial owners wishing to participate in the Tender Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Tender Offer.**

The CUSIP numbers referenced in this Offer to Purchase and any related documents are included solely for the convenience of the Holders. None of the Company, the Dealer Manager, the Information Agent, the Tender Agent or any Trustee is responsible for the selection or use of the above CUSIP numbers, and no representation is made as to the correctness of any CUSIP number on the Notes or as indicated in this Offer to Purchase or any other document.

Tendering Holders will not be obligated to pay brokerage fees or commissions to any of the Dealer Manager, the Tender Agent, the Information Agent or the Company. Holders whose Notes are held by a broker, dealer, commercial bank, trust company or other nominee should contact such nominee to determine whether a fee will be charged for tendering Notes pursuant to the Tender Offer.

There are no guaranteed delivery provisions applicable to the Tender Offer. Holders must tender their Notes in accordance with the procedures set forth under “Terms of the Tender—Procedures for Tendering.”

Requests for additional copies of this Offer to Purchase and requests for assistance relating to the procedures for tendering Notes may be directed to the Information Agent at the address and telephone numbers on the back cover of this Offer to Purchase. Requests for assistance relating to the terms and conditions to the Tender Offer may be directed to J.P. Morgan Securities LLC at the address and telephone number on the back cover of this Offer to Purchase. Beneficial owners may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance regarding the Tender Offer.

This transaction has not been approved or disapproved by the United States Securities and Exchange Commission (the “SEC”) or any state or foreign securities commission or authority, and neither the SEC nor any state or foreign securities commission or authority has passed upon the fairness or merits of this transaction or upon the accuracy or adequacy of the information contained in this Offer to Purchase or any related documents. Any representation to the contrary is a criminal offence.

Persons resident in Canada into whose possession this Offer to Purchase comes are advised that the information contained within this Offer to Purchase has not been prepared with regard to matters that may be of particular concern to residents of Canada. Canadian residents should consult their own legal, tax and investment advisors concerning the information contained in this Offer to Purchase with regard to their particular circumstances.

This Offer to Purchase does not constitute an offer to purchase Notes 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 laws and tenders of Notes in the Tender Offer will not be accepted from Holders, in any circumstances in which such offer is unlawful. In those jurisdictions where the securities, blue sky or other laws require an offer to be made by a licensed broker or dealer and the Dealer Manager or any of its affiliates is such a licensed broker or dealer in such jurisdictions, such offer shall be deemed to be made by the Dealer Manager or such affiliate (as the case may be) on behalf of the Company in such jurisdictions.

The delivery of this Offer to Purchase shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in any attachments hereto or in the affairs of the Company or any of our affiliates since the date hereof.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offer to Purchase, and, if given or made, such information or representation may not be relied upon as having been authorized by the Company, the Dealer Manager, the Tender Agent, the Information Agent or any Trustee.

From time to time, we may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise, or may redeem Notes pursuant to their terms. Any future purchases may be on the same terms or on terms that are more or less favourable to Holders of Notes than the terms of the Tender Offer. Any future purchases by the Company will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we may choose to pursue in the future.

IMPORTANT DATES

Holders of Notes should take note of the following important dates in connection with the Tender Offer:

<i>Date</i>	<i>Calendar Date and Time</i>	<i>Event</i>
Commencement Date	June 10, 2024	The commencement date of the Tender Offer.
Early Tender Deadline	5:00 p.m., New York City time, on June 24, 2024, unless extended with respect to one or more Series of Notes.	The deadline for Holders to tender Notes to be eligible to receive the applicable Total Consideration for their tendered Notes.
Withdrawal Deadline	5:00 p.m., New York City time, on June 24, 2024, except in certain limited circumstances where additional withdrawal rights are required by law.	The deadline for Holders to validly withdraw tenders of Notes. If tenders are validly withdrawn, the Holder will no longer receive the applicable consideration on the applicable Settlement Date (unless the Holder validly retenders such Notes at or before the Early Tender Deadline or the Expiration Time, as applicable, and we accept such Notes for purchase).
Price Determination Time	11:00 a.m., New York City time, on June 25, 2024, unless extended with respect to one or more Series of Notes.	J.P. Morgan Securities LLC will calculate the Total Consideration and the Tender Consideration for each Series of Notes in the manner described in this Offer to Purchase.
Early Settlement Date	If applicable, the Early Settlement Date is expected to be June 27, 2024, the third business day following the Early Tender Deadline, but subject to change.	Upon the terms and subject to the conditions to the Tender Offer, if we so elect, we will deposit with DTC the amount of cash necessary to pay each Holder of Notes that validly tendered Notes at or prior to the Early Tender Deadline (and did not validly withdraw such Notes at or prior to the Withdrawal Deadline), and which Notes were accepted for purchase, the Total Consideration plus accrued and unpaid interest in respect of such Notes, from the last interest payment date for such Notes to, but excluding, the Early Settlement Date.
Expiration Time	5:00 p.m., New York City time, on July 10, 2024, unless extended with respect to one or more Series of Notes.	The final deadline for Holders to tender Notes.
Final Settlement Date	Promptly after the Expiration Time. Expected to be July 12, 2024, the second business day following the Expiration Time, but subject to change.	Upon the terms and subject to the conditions to the Tender Offer, we will deposit with DTC the amount of cash necessary to pay each Holder of Notes that validly tendered Notes at or before the Expiration Time, and which Notes

Date

Calendar Date and Time

Event

were accepted for purchase, the Total Consideration (unless such Total Consideration has been paid on the Early Settlement Date) or the Tender Consideration, as applicable, plus, in each case, accrued and unpaid interest in respect of such Notes, from the last interest payment date for such Notes to, but excluding, the Final Settlement Date.

TABLE OF CONTENTS

	Page
SUMMARY	1
INCORPORATION BY REFERENCE	6
CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS.....	6
ABOUT THE COMPANY	6
TERMS OF THE TENDER OFFER	7
CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS	19
DEALER MANAGER; TENDER AGENT; INFORMATION AGENT	21
MISCELLANEOUS.....	22
SCHEDULE A FORMULAS FOR DETERMINING TOTAL CONSIDERATION AND TENDER CONSIDERATION FOR ALL SERIES OF NOTES	A-1

SUMMARY

The following summary is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere in this Offer to Purchase or incorporated by reference herein. Each undefined capitalized term used in this summary has the meaning set forth elsewhere in this Offer to Purchase.

The Company The Tender Offer is being made by CNOOC Petroleum North America ULC, a British Columbia unlimited liability company.

The Notes	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Title of Security</th> <th style="text-align: center;">Acceptance Priority Level</th> <th style="text-align: center;">Aggregate Principal Amount Outstanding</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">7.500% Notes due July 30, 2039</td> <td style="text-align: center;">1</td> <td style="text-align: right;">US\$690,200,000</td> </tr> <tr> <td style="text-align: left;">6.400% Notes due May 15, 2037</td> <td style="text-align: center;">2</td> <td style="text-align: right;">US\$1,194,592,000</td> </tr> <tr> <td style="text-align: left;">5.875% Notes due March 10, 2035</td> <td style="text-align: center;">3</td> <td style="text-align: right;">US\$728,246,000</td> </tr> <tr> <td style="text-align: left;">7.875% Notes due March 15, 2032</td> <td style="text-align: center;">4</td> <td style="text-align: right;">US\$403,632,000</td> </tr> <tr> <td style="text-align: left;">7.400% Notes due May 1, 2028</td> <td style="text-align: center;">5</td> <td style="text-align: right;">US\$160,000,000</td> </tr> </tbody> </table>	Title of Security	Acceptance Priority Level	Aggregate Principal Amount Outstanding	7.500% Notes due July 30, 2039	1	US\$690,200,000	6.400% Notes due May 15, 2037	2	US\$1,194,592,000	5.875% Notes due March 10, 2035	3	US\$728,246,000	7.875% Notes due March 15, 2032	4	US\$403,632,000	7.400% Notes due May 1, 2028	5	US\$160,000,000
Title of Security	Acceptance Priority Level	Aggregate Principal Amount Outstanding																	
7.500% Notes due July 30, 2039	1	US\$690,200,000																	
6.400% Notes due May 15, 2037	2	US\$1,194,592,000																	
5.875% Notes due March 10, 2035	3	US\$728,246,000																	
7.875% Notes due March 15, 2032	4	US\$403,632,000																	
7.400% Notes due May 1, 2028	5	US\$160,000,000																	

The Notes are not listed on any national or regional securities exchange. There is no established public reporting or trading system for the Notes, and trading in the Notes has been limited.

Purpose of the Tender Offer The purpose of the Tender Offer is to reduce the Company's level of indebtedness under the Notes and to reduce leverage and interest expense. The Notes purchased in the Tender Offer will be retired and cancelled.

The Tender Offer; Maximum Amount We are offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, up to the Maximum Amount, namely US\$750,000,000 maximum combined aggregate principal amount of outstanding Notes listed above, subject to the Acceptance Priority Levels. **We reserve the right to increase or decrease the Maximum Amount at our own discretion.**

Total Consideration The applicable Total Consideration for each \$1,000 principal amount of Notes of any Series validly tendered at or before the Early Tender Deadline and accepted for purchase will be determined in the manner described in this Offer to Purchase. The formula for determining the applicable Total Consideration for each Series of Notes is set forth on Schedule A to this Offer to Purchase.

Early Tender Premium Each Holder who validly tenders Notes pursuant to the Tender Offer at or before the Early Tender Deadline and whose Notes are accepted for purchase will receive, as part of its Total Consideration, the Early Tender Premium of \$50 per \$1,000 principal amount of such Notes.

Consideration for the Tender Offer Holders who validly tender their Notes and do not validly withdraw their Notes at or before the Early Tender Deadline and whose Notes are accepted for purchase, will receive the applicable Total Consideration for their purchased Notes.

Holdings who validly tender their Notes after the Early Tender Deadline and at or before the Expiration Time, and whose Notes are accepted for purchase, will receive only the applicable Tender Consideration, which is equivalent to the

	applicable Total Consideration minus the Early Tender Premium.
Accrued and Unpaid Interest.....	Subject to the terms and conditions to the Tender Offer, in addition to the Total Consideration or the Tender Consideration, as the case may be, Holders who validly tender and do not validly withdraw their Notes and whose Notes are accepted for purchase in the Tender Offer will also be paid accrued and unpaid interest from the last interest payment date for such Notes to, but excluding, the applicable Settlement Date.
Early Tender Deadline.....	The Early Tender Deadline is 5:00 p.m., New York City time, on June 24, 2024, unless extended with respect to one or more Series of Notes.
Withdrawal Deadline.....	The Withdrawal Deadline is 5:00 p.m., New York City time, on June 24, 2024, except in certain limited circumstances where additional withdrawal rights are required by law.
Price Determination Time	The Price Determination Time is 11:00 a.m., New York City time, on June 25, 2024, unless extended with respect to one or more Series of Notes.
Early Settlement Date.....	The Early Settlement Date will be a date following the Early Tender Deadline and prior to the Expiration Time on which, if we so elect, we will make payment for Notes that are validly tendered prior to or at the Early Tender Deadline and that are accepted for purchase. Assuming the conditions to the Tender Offer are satisfied or waived, we expect that the Early Settlement Date will be June 27, 2024.
Expiration Time.....	The Tender Offer will expire at 5:00 p.m., New York City time, on July 10, 2024, unless extended with respect to one or more Series of Notes.
Final Settlement Date	The Final Settlement Date will be promptly after the Expiration Time. Assuming the Tender Offer is not extended and the conditions to the Tender Offer are satisfied or waived, we expect that the Final Settlement Date will be July 12, 2024.
Acceptance Priority Level; Proration Procedures	The Notes accepted on Early Settlement Date or the Final Settlement Date, as applicable, will be accepted in accordance with their Acceptance Priority Levels set forth in the table on the front cover of this Offer to Purchase (with 1 being the highest Acceptance Priority Level and 5 being the lowest Acceptance Priority Level), subject to the limitations that the aggregate principal amount of Notes purchased pursuant to the Tender Offer will not exceed the Maximum Amount. Notes validly tendered and not validly withdrawn at or before the Early Tender Deadline having a higher Acceptance Priority Level will be accepted before any tendered Notes having a lower Acceptance Priority Level are accepted in the Tender Offer, and all Notes validly tendered after the Early Tender Deadline having a higher Acceptance Priority Level will be accepted before any Notes tendered after the Early Tender Deadline having a lower Acceptance Priority Level are

accepted in the Tender Offer. **Notes validly tendered and not validly withdrawn at or before the Early Tender Deadline will be accepted for purchase in priority to other Notes tendered after the Early Tender Deadline, even if such Notes tendered after the Early Tender Deadline have a higher Acceptance Priority Level than Notes tendered at or before the Early Tender Deadline.**

If the combined aggregate principal amount of the Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline exceeds the Maximum Amount, and we elect to purchase Notes on the Early Settlement Date, the amount of such Notes purchased on such date will be prorated and we will accept for purchase only a combined aggregate principal amount of such Notes that will not exceed the Maximum Amount, **and none of the Notes, if any, validly tendered after the Early Tender Deadline will be accepted for purchase regardless of the Acceptance Priority Level of such Notes.** If Notes are validly tendered and not validly withdrawn such that the combined aggregate principal amount of such Notes does not exceed the Maximum Amount at or before the Early Tender Deadline but exceeds the Maximum Amount at the Expiration Time, no proration will be applied to any Series of the Notes validly tendered and not validly withdrawn at or before the Early Tender Deadline, and, with respect to the Notes validly tendered after the Early Tender Deadline, we will accept for purchase only the amount of such Notes in accordance with the Acceptance Priority Levels (with 1 being the highest Acceptance Priority Level and 5 being the lowest Acceptance Priority Level) that does not exceed the Maximum Amount.

Source of Funds..... We expect to pay for the Notes that we purchase in the Tender Offer with cash on hand.

Acceptance of Tendered
Notes and Payment..... Upon the terms of the Tender Offer and upon satisfaction or waiver of the conditions to the Tender Offer specified herein under “Terms of the Tender Offer—Conditions to the Tender Offer,” we will (a) accept for purchase Notes validly tendered (or defectively tendered, if we have waived such defect) and not validly withdrawn (up to the Maximum Amount, and subject to proration as described in this Offer to Purchase), and (b) promptly pay the Total Consideration or the Tender Consideration, as the case may be (plus accrued and unpaid interest, from the last interest payment date for such Notes to, but excluding, the applicable Settlement Date), on the applicable Settlement Date for all Notes accepted for purchase.

We reserve the right, subject to applicable laws, to (a) accept for purchase and pay for Notes of one or more Series validly tendered at or before the Expiration Time and to keep the Tender Offer open or extend the Early Tender Deadline or the Expiration Time to a later date and time with respect to one or more other Series of Notes as announced by the Company and (b) waive any or all of the conditions to the Tender Offer for Notes tendered and delivered at or before the Early Tender

Deadline or the Expiration Time, as applicable, with respect to one or more Series of Notes in the Tender Offer.

Untendered or Unpurchased Notes..... Notes tendered pursuant to the Tender Offer and not purchased will be returned to the tendering Holders promptly following the Expiration Time or, if the Tender Offer is fully subscribed as of the Early Tender Deadline, promptly following the Early Tender Deadline. Any Notes that remain outstanding after the completion of the Tender Offer will continue to be our obligations and will remain outstanding according to their terms. As a result of the completion of the Tender Offer, the trading market for Notes that remain outstanding is expected to become more limited. See “Terms of the Tender Offer—Certain Significant Consequences to Holders—Limited Trading Market for the Notes.”

Conditions to the Tender Offer..... Our obligation to accept for purchase, and pay for, validly tendered Notes that have not been validly withdrawn is subject to, and conditioned upon, satisfaction or, where applicable, waiver of the conditions to the Tender Offer. See “Terms of the Tender Offer—Conditions to the Tender Offer.” The Tender Offer is not conditioned on any minimum amount of Notes being tendered; however, all Notes will be purchased by the Company in accordance with the Acceptance Priority Levels set forth on the table on the front cover of this Offer to Purchase, subject to the Maximum Amount and the proration procedures described herein.

Subject to applicable law, we expressly reserve the right, in our sole discretion, to terminate the Tender Offer at any time, with respect to one or more Series of Notes.

How to Tender Notes..... See “Terms of the Tender Offer—Procedures for Tendering.” For further information, call the Tender Agent, Information Agent or J.P. Morgan Securities LLC or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.

Withdrawal of Tenders..... Tenders of Notes may be validly withdrawn at any time at or before the Withdrawal Deadline, but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law. **We may extend the Early Tender Deadline or the Expiration Time with respect to any or all Series of Notes, or increase or decrease the Maximum Amount at our own discretion, without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law.**

To validly withdraw Notes from the Tender Offer, Holders must deliver a written or facsimile notice of withdrawal with the required information prior to or at the Withdrawal Deadline. See “Terms of the Tender Offer—Withdrawal of Tenders.”

Certain Considerations	See “Terms of the Tender Offer—Certain Significant Consequences to Holders” for a discussion of certain factors that should be considered in evaluating the Tender Offer.
Certain United States Federal Income Tax Considerations.....	For a discussion of certain material U.S. federal income tax considerations of the Tender Offer applicable to Holders of Notes, see “Certain United States Federal Income Tax Considerations.”
Dealer Manager	J.P. Morgan Securities LLC is serving as the sole Dealer Manager in connection with the Tender Offer. Their contact information appears on the back cover of this Offer to Purchase.
Tender Agent and Information Agent	D.F. King & Co., Inc. is serving as the Tender Agent and the Information Agent for the Tender Offer. Their contact information appears on the back cover page of this Offer to Purchase.
Brokerage Commissions.....	No brokerage commissions are payable by Holders to the Company, the Dealer Manager, the Tender Agent or the Information Agent. Holders whose Notes are held by a nominee should contact such nominee to determine whether a fee will be charged for tendering Notes pursuant to the Tender Offer.
No Letter of Transmittal.....	No letter of transmittal will be used in connection with the Tender Offer. A timely book-entry transfer of the Notes and a properly transmitted Agent’s Message through ATOP shall constitute delivery of such Notes in connection with the Tender Offer.
Governing Law.....	The Offer to Purchase, the Tender Offer, each Agent’s Message and any purchase of Notes pursuant to the Tender Offer shall be governed by and construed in accordance with the laws of the State of New York.

INCORPORATION BY REFERENCE

Neither the Company nor CNOOC is required to file reports with the SEC pursuant to the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”). CNOOC files annual, interim and quarterly reports and other information in the English language with The Stock Exchange of Hong Kong Limited (“*HKSE*”). Such HKSE filings are available to the public on the HKSE’s website at www.hkexnews.hk. We are incorporating by reference the following documents in this Offer to Purchase:

- the annual report and audited consolidated financial statements of CNOOC for the fiscal year ended December 31, 2023; and
- the quarterly report and unaudited interim consolidated financial statements of CNOOC for the three month period ended March 31, 2024.

Notwithstanding the foregoing, we are not incorporating any document or information other than the above documents. You may obtain a copy of any or all of the documents referred to above at no cost to you by contacting us at the following address and telephone number:

CNOOC Limited
No. 25 Chaoyangmenbei Dajie
Dongcheng District, Beijing
100010, P.R. China
IR@cnooc.com.cn
Tel: (852) 2213 2500

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Offer to Purchase contains forward-looking statements based on current expectations and assumptions that involve risks and uncertainties. All statements other than statements of historical fact are statements that could be deemed forward-looking statements. Forward-looking statements can also generally be identified by words such as “future,” “anticipates,” “believes,” “estimates,” “expects,” “intends,” “plans,” “predicts,” “projects,” “will,” “would,” “could,” “can,” “may,” and similar terms. These statements are based on assumptions and analyses made by the Company as of this date in light of its experience and its perception of historical trends, current conditions and expected future developments, as well as other factors that the Company currently believes are appropriate under the circumstances. However, whether actual results and developments will meet the current expectations and predictions of the Company is uncertain. Actual results, performance and financial condition may differ materially from the Company’s expectations, as a result of salient factors including but not limited to those associated with macro-political and economic factors, fluctuations in crude oil and natural gas prices, exchange rates, the highly competitive nature of the oil and natural gas industry, climate change and environment policies, the Company’s price forecast, mergers, acquisitions and divestments activities, health, safety, security and environment and insurance policies and changes in anti-corruption, anti-fraud, anti-money laundering and corporate governance laws.

All of the forward-looking statements made in this Offer to Purchase are qualified by this cautionary statement. The Company cannot assure that the results or developments anticipated will be realised or, even if substantially realised, that they will have the expected effect on the Company, its business or operations. The Company does not assume any obligation or intend to update these forward-looking statements.

Risks, uncertainties and assumptions include factors relating to the risks that are described in CNOOC’s filings with The Stock Exchange of Hong Kong Limited, including but not limited to the risks described under the caption “Risk Factors” in CNOOC’s annual report.

ABOUT THE COMPANY

The Company is a British Columbia unlimited liability company whose principal activities are the exploration, development and production of petroleum and natural gas in Canada.

The Company is an indirect, wholly-owned subsidiary of CNOOC and CNOOC has provided a parent guarantee of the Notes. CNOOC is the largest producer of offshore crude oil and natural gas in China and one of the largest independent oil and gas exploration and production companies in the world. CNOOC mainly engages in exploration, development, production and sale of crude oil and natural gas. CNOOC's core operation areas are Bohai, the Western South China Sea, the Eastern South China Sea and the East China Sea in offshore China. CNOOC has oil and gas assets in Asia, Africa, North America, South America, Oceania and Europe.

Our principal executive offices are located at Suite 2300, 500 Centre St. SE, Calgary, Alberta, Canada T2G 1A6. Our telephone number is (403) 699-4000. We maintain a website at cnoocinternational.com. The information on our website is not a part of this Offer to Purchase.

TERMS OF THE TENDER OFFER

General

We are offering, upon the terms and subject to the conditions set forth in this Offer to Purchase, to purchase for cash up to the Maximum Amount, namely US\$750,000,000 combined aggregate principal amount of outstanding Notes listed in the table on the front cover of this Offer to Purchase, subject to the Acceptance Priority Levels and the proration procedures described herein. **We reserve the right to increase or decrease the Maximum Amount at our own discretion. The Tender Offer is not conditioned upon any minimum amount of Notes being tendered, and, subject to applicable law, the Tender Offer may be amended, extended, terminated or withdrawn in whole or with respect to one or more Series of Notes at any time.**

The consideration offered for each \$1,000 principal amount of Notes of a Series validly tendered and not validly withdrawn at or before the Early Tender Deadline and accepted for purchase will be the applicable Total Consideration for such Series of Notes. Holders of Notes validly tendering after the Early Tender Deadline, but at or before the Expiration Time, will only be eligible to receive the applicable Tender Consideration, namely the applicable Total Consideration for such Series of Notes minus the Early Tender Premium. Payment for Notes purchased in the Tender Offer will be made on the Early Settlement Date or the Final Settlement Date, as applicable.

Upon the terms and subject to the conditions to the Tender Offer, in addition to the Total Consideration or the Tender Consideration, as the case may be, Holders whose Notes are accepted for purchase will also be paid accrued and unpaid interest from the last interest payment date for such Notes to, but excluding, the applicable Settlement Date. Payment of such accrued and unpaid interest will be made on such Settlement Date. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender Agent or DTC.

Notes that are validly tendered and not validly withdrawn may be subject to proration and will be purchased by the Company in accordance with the Acceptance Priority Levels for each Series of Notes subject to the limitation that the aggregate principal amount of Notes purchased pursuant to the Tender Offer will not exceed the Maximum Amount. **For more information regarding possible proration with respect to a particular Series of Notes, see "—Proration Procedures" below.**

From time to time, we may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise, or may redeem Notes pursuant to their terms. Any future purchases may be on the same terms as, or on terms that are more or less favorable to Holders of Notes than, the terms of the Tender Offer. Any future purchases by the Company will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we may choose to pursue in the future.

Total Consideration and Tender Consideration

The applicable Total Consideration for any Series of Notes purchased pursuant to the Tender Offer will be calculated, as described on Schedule A hereto, so as to result in a price as of the applicable Settlement Date that equates to a yield to the applicable maturity date for the Notes of that Series equal to the sum of:

- the applicable Reference Yield, calculated by J.P. Morgan Securities LLC in accordance with standard market practice, corresponding to the bid-side price of the applicable Reference U.S.

Treasury Security set forth for the Notes of that Series on the front cover of this Offer to Purchase on the Price Determination Time, as displayed on the applicable Bloomberg Reference Page set forth on the cover of this Offer to Purchase (or any recognized quotation source selected by J.P. Morgan Securities LLC in its sole discretion if such quotation report is not available or manifestly erroneous), plus

- the applicable Fixed Spread set forth for the Notes of that Series on the front cover of this Offer to Purchase.

This sum is referred to in this Offer to Purchase as the “*Tender Offer Yield*.” Specifically, the Total Consideration per \$1,000 in principal amount for any Series of Notes will equal:

- the present value per \$1,000 in principal amount of Notes of all remaining payments of principal and interest on the Notes to be made to (and including) the applicable maturity date discounted to the Final Settlement Date or the Early Settlement Date, as applicable, in accordance with the formula set forth in Schedule A to this Offer to Purchase, at a discount rate equal to the Tender Offer Yield for that Series of Notes, *minus*
- accrued and unpaid interest to, but excluding, the applicable Settlement Date per \$1,000 in principal amount of that Series of Notes.

Holders of Notes will also receive accrued and unpaid interest from the last interest payment date for such Notes to, but excluding, the applicable Settlement Date per \$1,000 in principal amount of their Notes purchased pursuant to the Tender Offer rounded to the nearest cent. J.P. Morgan Securities LLC will calculate for each Series of Notes the applicable Tender Offer Yield, Total Consideration, Tender Consideration and accrued and unpaid interest from the last interest payment date for such Notes to, but excluding, the applicable Settlement Date, and its calculation will be final and binding, absent manifest error. We will publicly announce by press release the actual Total Consideration and Tender Consideration for each Series of Notes promptly after they are determined.

Because the Total Consideration and Tender Consideration are based on a fixed spread pricing formula linked to the yield on the applicable Reference U.S. Treasury Security, the actual amount of cash that may be received by a tendering Holder of Notes pursuant to the Tender Offer will be affected by changes in such yield during the term of the Tender Offer before the Price Determination Time. Although the Reference Yield on the Price Determination Time will be determined only as set forth herein, information regarding the closing yield on the Reference U.S. Treasury Securities on any day may be found in *The Wall Street Journal* or other financial reporting sources. Prior to the Price Determination Time, Holders may obtain hypothetical quotes of the Tender Offer Yield and applicable Total Consideration and Tender Consideration for each Series of Notes (calculated as of a then-recent time) by contacting J.P. Morgan Securities LLC at the telephone number on the back cover of this Offer to Purchase. After the Price Determination Time, when the Total Consideration and Tender Consideration for each Series of Notes are no longer linked to the yield on the applicable Reference U.S. Treasury Security, the actual amount of cash that may be received by a tendering Holder pursuant to the Tender Offer will be known and Holders will be able to ascertain the applicable Total Consideration and Tender Consideration in the manner described above unless the Expiration Time is extended for a period of longer than two business days.

Proration Procedures

The Notes accepted on the applicable Settlement Date will be accepted in accordance with their Acceptance Priority Levels (with 1 being the highest Acceptance Priority Level and 5 being the lowest Acceptance Priority Level), subject to the limitations that the aggregate principal amount of Notes purchased pursuant to the Tender Offer will not exceed the Maximum Amount. Notes validly tendered and not validly withdrawn at or before the Early Tender Deadline having a higher Acceptance Priority Level will be accepted before any Notes tendered at or before the Early Tender Deadline having a lower Acceptance Priority Level are accepted in the Tender Offer, and all Notes validly tendered after the Early Tender Deadline having a higher Acceptance Priority Level will be accepted before any Notes tendered after the Early Tender Deadline having a lower Acceptance Priority Level are accepted in the Tender Offer. **Notes validly tendered and not validly withdrawn at or before the Early Tender Deadline will be accepted for purchase in priority to other Notes tendered after the Early Tender Deadline, even if such Notes tendered after**

the Early Tender Deadline have a higher Acceptance Priority Level than Notes tendered at or before the Early Tender Deadline.

If Notes are validly tendered and not validly withdrawn such that the combined aggregate principal amount of such tendered Notes exceeds the Maximum Amount at or before the Early Tender Deadline, we will accept for purchase only a combined aggregate principal amount of such Notes equal to the Maximum Amount, and the Notes will be purchased in accordance with the Acceptance Priority Levels (with 1 being the highest Acceptance Priority Level and 5 being the lowest Acceptance Priority Level), **and none of the Notes, if any, validly tendered after the Early Tender Deadline will be accepted for purchase regardless of the Acceptance Priority Level of such Notes.** If Notes are validly tendered and not validly withdrawn such that the combined aggregate principal amount of such tendered Notes does not exceed the Maximum Amount at or before the Early Tender Deadline but exceeds the Maximum Amount at the Expiration Time, no proration will be applied to any Series of the Notes validly tendered and not validly withdrawn at or before the Early Tender Deadline, and, with respect to Notes validly tendered after the Early Tender Deadline, we will accept for purchase only a combined aggregate principal amount of such Notes in accordance with the Acceptance Priority Levels (with 1 being the highest Acceptance Priority Level and 5 being the lowest Acceptance Priority Level) that does not exceed the Maximum Amount.

If proration of a Series of tendered Notes is required, we will determine the applicable proration factor as soon as practicable after the Early Tender Deadline (only if the amount of Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline exceeds the Maximum Amount) or the Expiration Time, as the case may be, and will announce the results of proration by press release. Fractions resulting from the proration will be rounded down to the nearest \$1,000 principal amount. Depending on the amount tendered and the proration factor applied, if the principal amount of Notes that are unaccepted and returned to a Holder as a result of proration would result in less than the applicable minimum authorized denomination being returned to such Holder, we will either accept or reject all of such Holder's validly tendered Notes.

Purpose and Background of the Tender Offer

The purpose of the Tender Offer is to purchase up to US\$750,000,000 maximum combined aggregate principal amount of the outstanding Notes set forth in the table on the front cover of this Offer to Purchase, subject to the Maximum Amount, and in accordance with the Acceptance Priority Levels, in order to reduce our level of indebtedness under the Notes and to reduce our leverage and interest expense. The Notes accepted in the Tender Offer will be purchased, retired and cancelled by us and will no longer remain our outstanding obligations.

We intend to use cash on hand to provide the total amount of funds required to purchase the Notes sought pursuant to the Tender Offer (up to the Maximum Amount) and to pay all fees and expenses in connection therewith.

From time to time, we may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise, or may redeem Notes pursuant to their terms. Any future purchases may be on the same terms as, or on terms that are more or less favorable to Holders of Notes than, the terms of the Tender Offer. Any future purchases by the Company will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we may choose to pursue in the future.

Conditions to the Tender Offer

The Tender Offer is not conditioned upon any minimum amount of Notes being tendered, and, subject to applicable law, the Tender Offer may be amended, extended, terminated or withdrawn in whole or with respect to one or more Series of Notes at any time. Notwithstanding any other provision of the Tender Offer, we will not be obligated to accept for purchase, and pay for, validly tendered Notes of any Series of Notes pursuant to the Tender Offer if the conditions to the Tender Offer have not been satisfied, or waived by us, with respect to such Series of Notes.

The purchase of any Series of Notes is not conditioned upon the purchase of any other Series of Notes; however, all Notes validly tendered (and not validly withdrawn) will be purchased by the Company, subject to the Maximum Amount, in accordance with the Acceptance Priority Levels set forth on the table on the front cover of this Offer to Purchase and the proration procedures described herein.

For purposes of the foregoing provisions, all of the conditions to the Tender Offer shall be deemed to have been satisfied on the Early Tender Deadline or the Expiration Time, as the case may be, unless any of the following conditions shall have occurred on or after the date of this Offer to Purchase and before the Early Tender Deadline or the Expiration Time, as the case may be, with respect to any Series of Notes:

- (i) any general suspension of, shortening of hours for or limitation on prices for, trading in securities in the Canadian or United States securities or financial markets (whether or not mandatory), (ii) a material impairment in the trading markets for any of the Notes or securities of the Company generally, (iii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the People's Republic of China ("PRC"), Canada or the United States (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 PRC, Canada or the United States, (v) any attack on, outbreak or escalation of hostilities or acts of terrorism directly or indirectly involving the PRC, Canada or the United States that would reasonably be expected to have a material, disproportionate effect on CNOOC's or our (or our subsidiaries') business, operations, condition or prospects relative to other companies in the same industry, (vi) any significant adverse change in the Canadian or United States 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 our reasonable judgment, has or may have a material adverse effect on the market price or trading of any of the Notes or upon the value of any of the Notes to the Company;
- 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 our reasonable judgment, would or would be reasonably likely to prohibit, prevent or materially restrict or delay consummation of the Tender 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 Company or our subsidiaries;
- any instituted, pending or threatened 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 Tender Offer or is reasonably likely directly or indirectly prohibit, prevent, restrict or delay the consummation of the Tender Offer or otherwise adversely affects the Tender Offer in any material manner;
- there occurs or exists, in our reasonable judgment, any other actual or threatened legal impediment to the Tender Offer or any other circumstances that would materially adversely affect the transactions contemplated by the Tender Offer, or the contemplated benefits of the Tender Offer to the Company;
- 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 Tender Offer or materially impair the contemplated benefits of the Tender Offer; or
- the Tender Agent or the applicable Trustee objects in any respect to, or takes any action that would, in our reasonable judgment, be reasonably likely to materially and adversely affect the consummation of the Tender Offer, or takes any action that challenges the validity or effectiveness of the procedures used by the Company in the making of the Tender Offer or in the acceptance of Notes.

Additional Information

The conditions described above are solely for our benefit and may be asserted only by the Company regardless of the circumstances giving rise to any such condition, and may be waived by us, in whole or in part, at any time and from time to time before the Early Settlement Date or the Final Settlement Date, as applicable, in our sole

discretion. If any of the foregoing conditions have not been met, we may (but will not be obligated to), at any time before the applicable Settlement Date, subject to applicable law, (i) terminate the Tender Offer, (ii) extend the Tender Offer, on the same or amended terms, and thereby delay acceptance for purchase of any validly tendered and not validly withdrawn Notes, or (iii) waive the unsatisfied condition or conditions and accept for purchase all validly tendered Notes (up to the Maximum Amount, subject to proration described herein), in each case with respect to one or more Series of Notes. Our failure at any time to exercise any of our 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.

Subject to applicable law, we reserve the right, in our sole discretion, to terminate the Tender Offer at any time with respect to one or more Series of Notes. If we terminate the Tender Offer with respect to a Series of Notes, we will notify the Tender Agent, and all of the Notes of such Series theretofore tendered pursuant to the Tender Offer and not accepted for purchase will be returned promptly to the tendering Holders thereof. See “—Withdrawal of Tenders” below.

Certain Significant Consequences to Holders

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

Limited Trading Market for the Notes

The Notes are not listed on any national or regional securities exchange. To the extent that Notes are traded, prices for the Notes may fluctuate greatly depending on the trading volume, the balance between buy and sell orders, prevailing interest rates, the Company’s operating results and the market for similar securities. In addition, quotations for securities that are not widely traded, such as the Notes, may differ from actual trading prices and should be viewed as approximations. The Company intends to retire and cancel the Notes purchased in the Tender Offer. Notes not tendered or otherwise not purchased pursuant to the Tender Offer will remain outstanding, and the trading market for Notes of that Series that remain outstanding will likely become more limited. A bid for a debt security with a smaller outstanding principal amount available for trading (which the financial services industry refers to as a smaller “float”) may be lower than a bid for a comparable debt security with a greater float. Therefore, the market price for and liquidity of Notes not tendered or tendered but not purchased may be affected adversely to the extent that the principal amount of Notes purchased pursuant to the Tender Offer reduces the float of such Series of Notes. The reduced float may also tend to make the trading price more volatile.

Holders of Notes that are not tendered and accepted for purchase may attempt to obtain quotations for their Notes from their brokers; however, there can be no assurance that an active trading market will exist for the Notes of a Series that remain outstanding following consummation of the Tender Offer. The extent of the market with respect to a Series of Notes that remains outstanding following consummation of the Tender Offer will depend upon a number of factors, including the size of the float, the number of Holders remaining at such time, and the interest in maintaining a market in such Series of Notes on the part of securities firms.

None of the Company, the Dealer Manager, the Tender Agent or the Information Agent has any duty to make a market in any remaining Notes.

The Amount of Notes That Will Be Accepted for Purchase Is Uncertain

Notes validly tendered at or before the Early Tender Deadline may only be validly withdrawn at or before the Withdrawal Deadline, and Notes validly tendered after the Withdrawal Deadline may not be validly withdrawn, unless otherwise required by law. Depending on the principal amount of Notes of each Series validly tendered and not validly withdrawn as of the Early Tender Deadline or the Expiration Time, as the case may be, and the Acceptance Priority Level for a particular Series of Notes, the Notes of such Series may or may not be accepted for purchase, in whole or in part. If Notes are validly tendered as of the Expiration Time such that the combined aggregate principal amount of Notes tendered in the Tender Offer does not exceed the Maximum Amount and the conditions to the Tender Offer are satisfied or waived, we will accept for purchase all Notes that have been validly tendered and not validly withdrawn. **We reserve the right, subject to applicable law, to increase or decrease the Maximum Amount and/or not to extend withdrawal rights.** Accordingly, Holders should not tender any Notes that they do not wish to be accepted for purchase. If Holders tender more Notes than they expect to be accepted for purchase by the Company,

based on the Acceptance Priority Level of the Notes being tendered, and we subsequently accept more of such Notes tendered and not validly withdrawn at or before the Withdrawal Deadline, such Holders will not be able to withdraw any of their previously tendered Notes.

Subsequent Repurchases and Redemptions of Notes

From time to time, we may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise, or may redeem Notes pursuant to their terms. Any future purchases may be on the same terms as, or on terms that are more or less favorable to Holders of Notes than, the terms of the Tender Offer. Any future purchases by the Company will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we may choose to pursue in the future.

Responsibility for Complying With the Procedures of the Tender Offer

Holders are responsible for complying with all of the procedures for tendering Notes for purchase pursuant to the Tender Offer, as set out in this Offer to Purchase. In particular, the deadlines set by any broker, dealer, commercial bank, trust company or other nominee for the submission and withdrawal of a tender of Notes may be earlier than the relevant deadlines specified in this Offer to Purchase. None of the Company, the Dealer Manager, the Tender Agent, the Information Agent or any Trustee assumes any responsibility for informing any Holder of irregularities with respect to such Holder's participation in the Tender Offer.

Holders Should Consult Their Own Tax, Accounting, Financial and Legal Advisers Before Participating in the Tender Offer

Holders should consult their own tax, accounting, financial and legal advisers as they may deem appropriate regarding the suitability to themselves of the tax, accounting, financial and legal consequences of participating or declining to participate in the Tender Offer. In particular, due to the number of different jurisdictions where tax laws may apply to a Holder, this Offer to Purchase does not discuss all tax consequences for Holders arising from the purchase by the Company of the Notes. Holders are urged to consult their own professional advisers regarding the possible tax consequences under the laws of the jurisdictions that apply to them. Holders are liable for their own taxes and have no recourse to the Company, the Dealer Manager, the Tender Agent, the Information Agent or any Trustee with respect to taxes arising in connection with the Tender Offer.

A Withdrawal of a Tender of Notes Will Only Be Accepted if Validly Submitted

Notwithstanding the right of Holders to withdraw a tender of Notes in the circumstances set out in “—Withdrawal of Tenders,” such withdrawal will only be accepted if validly submitted in accordance with the instructions contained herein, prior to the Expiration Time (or any earlier deadlines set by the relevant broker, dealer, commercial bank, trust company or other nominee).

Tax Matters

See “Certain United States Federal Income Tax Considerations” for a discussion of certain material U.S. federal income tax consequences of the Tender Offer.

Conditions to the Consummation of the Tender Offer

The completion of the Tender Offer is subject to the satisfaction or waiver of certain conditions. See “—Conditions to the Tender Offer.” There can be no assurance that either the Tender Offer will be consummated or that any failure to consummate the Tender Offer will not have a negative effect on the market price and liquidity of the Notes. Even if the Tender Offer is completed, it may not be completed on the schedule described in this Offer to Purchase. Accordingly, Holders participating in the Tender Offer may have to wait longer than expected to receive payment for their Notes tendered and not validly withdrawn in the Tender Offer, during which time those Holders will not be able to effect transfers of such Notes.

The Consideration to Be Received in the Tender Offer Does Not Reflect Any Valuation of the Notes

The board of directors of the Company has made no determination that the consideration to be received in the Tender Offer represents a fair valuation of the Notes. The Company has not obtained a fairness opinion from any financial advisor about the fairness to the Company or to Holders of the consideration to be received by Holders of Notes.

No Recommendation

None of the Company, its board of directors or employees, the Dealer Manager, the Tender Agent, the Information Agent or any Trustee makes any recommendation to any Holder whether to tender or refrain from tendering any or all of such Holder's Notes, and neither the Company nor any such other person has authorized any person to make any such recommendation. Holders are urged to evaluate carefully all information in this Offer to Purchase, consult their own investment and tax advisors and make their own decisions whether to tender Notes and, if so, the principal amount of Notes to tender.

Procedures for Tendering

General

The following summarizes the procedures to be followed by all Holders in tendering their Notes.

Early Tender Deadline; Expiration Time; Extensions; Amendments

The Early Tender Deadline is 5:00 p.m., New York City time, on June 24, 2024, unless extended with respect to one or more Series, in which case the Early Tender Deadline will be such date to which the Early Tender Deadline is extended. The Expiration Time is 5:00 p.m., New York City time, on July 10, 2024, unless extended with respect to one or more Series, in which case the Expiration Time will be such date to which the Expiration Time is extended. We, in our sole discretion, may extend the Early Tender Deadline or the Expiration Time for any purpose, including in order to permit the satisfaction of conditions to the Tender Offer. To extend the Early Tender Deadline or the Expiration Time, we will notify the Tender Agent and will make a public announcement thereof each before 9:00 a.m., New York City time, on the next business day after the previously scheduled Early Tender Deadline or Expiration Time, as applicable. Such announcement will state that we are extending the Early Tender Deadline or the Expiration Time for a specified period or on a daily basis. Without limiting the manner in which we may choose to make a public announcement of any extension, amendment or termination of the Tender Offer, we will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release.

We reserve the right, subject to applicable law, to:

- waive any and all conditions to the Tender Offer with respect to one or more Series of Notes;
- extend, terminate or withdraw the Tender Offer with respect to one or more Series of Notes;
- increase or decrease the Maximum Amount of Notes that may be accepted for purchase pursuant to the Tender Offer;
- extend the Early Tender Deadline or the Withdrawal Deadline; and
- otherwise amend the Tender Offer in any respect in relation to one or more Series of Notes.

In the event we extend the Early Tender Deadline or the Expiration Time, and/or increase or decrease the Maximum Amount, we also reserve the right, in our sole discretion, subject to applicable law, to take such action without extending the Withdrawal Deadline.

If we exercise any such right, we will give written notice thereof to the Tender Agent and will make a public announcement thereof as promptly as practicable.

The minimum period during which the Tender Offer and any withdrawal rights will remain open following material changes in the terms of the Tender Offer or in the information concerning the Tender Offer will depend upon the facts and circumstances of such change, including the relative materiality of the changes. With respect to a change in a Fixed Spread or the Maximum Amount, we will extend the Expiration Time and/or the Withdrawal Deadline, if necessary, to ensure that we comply with applicable law. If any of the terms of the Tender Offer are amended in a manner determined by the Company to constitute a material change adversely affecting any Holder, we will promptly disclose any such amendment in a manner reasonably calculated to inform Holders of such amendment, and we will extend the Tender Offer and/or any withdrawal rights for a time period that we in our sole discretion deem appropriate, depending upon the significance of the amendment and the manner of disclosure to Holders, if the Tender Offer or withdrawal rights would otherwise expire during such time period, or as required by applicable law.

How to Tender Notes

All of the Notes are held in book-entry form through the facilities of DTC. For a Holder to tender Notes pursuant to the Tender Offer validly, an Agent's Message (as defined herein) and any other required documents must be received by the Tender Agent at one of its addresses set forth on the back cover of this Offer to Purchase at or before the Early Tender Deadline or the Expiration Time, as applicable. In addition, at or before the Early Tender Deadline (if such Holder wants to be eligible to receive the Total Consideration) or the Expiration Time, as applicable, such Holder's Notes must be transferred pursuant to the procedures for book-entry transfer described below (and a confirmation of such tender must be received by the Tender Agent, including an Agent's Message). To effectively tender Notes that are held through DTC, DTC participants should transmit their acceptance through ATOP, and DTC will then edit and verify the acceptance and send an Agent's Message to the Tender Agent for its acceptance. There is no letter of transmittal for the Offer to Purchase.

Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for participation in the Tender Offer. Accordingly, beneficial owners wishing to participate in the Tender Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such nominee must take action in order to participate in the Tender Offer.

Any beneficial owner whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes should contact such registered Holder promptly and instruct the Holder to tender such Notes on the beneficial owner's behalf. The tender by a Holder pursuant to the procedures set forth herein will constitute an agreement between such Holder and the Company in accordance with the terms and subject to the conditions set forth herein, which agreement will be governed by the laws of the State of New York.

By tendering Notes pursuant to the Tender Offer, the Holder will be deemed to have represented and warranted that such Holder has full power and authority to tender, sell, assign and transfer the Notes tendered thereby and that when such Notes are accepted for purchase and payment by the Company, we will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right and have a net long position equal to or greater than the aggregate principal amount of the Notes tendered and will cause such Notes to be delivered in accordance with the terms of the Tender Offer. The Holder will also be deemed to have agreed to, upon request, execute and deliver any additional documents deemed by the Tender Agent or by the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered thereby.

Holders desiring to tender Notes pursuant to ATOP must allow sufficient time for completion of the ATOP procedures during normal business hours of DTC. Except as otherwise provided herein, delivery of Notes will be deemed made only when the Agent's Message is actually received by the Tender Agent. No documents should be sent to the Company or the Dealer Manager.

For a Holder who holds Notes through Clearstream or Euroclear to validly tender Notes pursuant to the Tender Offer, such Holder must tender such Notes in accordance with the procedures of such clearing system. Both Clearstream and Euroclear are indirect participants in the DTC system.

Book-Entry Transfer

The Tender Agent will establish an account with respect to the Notes at DTC for purposes of the Tender Offer, within two business days of the date of this Offer to Purchase, and any financial institution that is a participant in DTC may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender Agent's account in accordance with DTC's procedures for such transfer. However, although delivery of Notes may be effected through book-entry transfer into the Tender Agent's account at DTC, an Agent's Message, and any other required documents, must, in any case, be transmitted to and received by the Tender Agent at its address set forth on the back cover of this Offer to Purchase at or before the Early Tender Deadline or the Expiration Time, as applicable. The confirmation of a book-entry transfer into the Tender Agent's account at DTC as described above is referred to herein as a "*Book-Entry Confirmation*." **Delivery of documents to DTC does not constitute delivery to the Tender Agent.**

The term "*Agent's Message*" means a message transmitted by DTC to, and received by, the Tender Agent and forming a part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC described in such Agent's Message, stating (i) the aggregate principal amount of Notes that have been tendered by such participant pursuant to the Tender Offer, (ii) that such participant has received this Offer to Purchase and agrees to be bound by the terms of the Tender Offer as described in this Offer to Purchase and (iii) that we may enforce such agreement against such participant.

Any acceptance of an Agent's Message transmitted through ATOP is at the election and risk of the person transmitting an Agent's Message and delivery will be deemed made only when actually received by the Tender Agent.

No Guaranteed Delivery

There are no guaranteed delivery provisions applicable to the Tender Offer. Holders must tender their Notes, if applicable, in accordance with the procedures set forth above under "—Procedures for Tendering."

Withholding Tax

Under U.S. federal income tax laws, payments to certain Holders who tender Notes pursuant to the Tender Offer may be subject to withholding tax or backup withholding. See "Certain United States Federal Income Tax Considerations" below.

Transfer of Ownership of Tendered Notes

Holders may not transfer record ownership of any Notes validly tendered and not validly withdrawn. Beneficial ownership in tendered Notes may be transferred by the Holder by delivering to the Tender Agent at its address set forth on the back cover of this Offer to Purchase, the name of the DTC participant on the security listing position listed as the transferee of such Notes and the principal amount of the Notes to be transferred. A person who succeeds to the beneficial ownership of tendered Notes pursuant to these procedures will be entitled to receive the purchase price of the Notes and any applicable accrued interest from the last interest payment date for such Notes to, but excluding, the applicable Settlement Date, if the Notes are accepted for purchase, or to receipt of the tendered Notes if the Tender Offer is terminated, provided, in each case, that we have been given proper and timely instructions as to the identity of such person and the address to which to deliver such purchase price or Notes.

Compliance with "Short Tendering" Rule

It is a violation of Rule 14e-4 (promulgated under the Exchange Act) for a person, directly or indirectly, to tender securities in a partial tender offer for his own account unless the person so tendering securities (a) has a net long position equal to or greater than the aggregate principal amount of the securities being tendered and (b) will cause such securities to be delivered in accordance with the terms of the tender offer. Rule 14e-4 provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person.

A tender of Notes in the Tender Offer under any of the procedures described above will constitute a binding agreement between the tendering Holder and the Company with respect to the Tender Offer upon the terms and subject to the conditions to the Tender Offer, including the tendering Holder's acceptance of the terms and conditions to the Tender Offer, as well as the tendering Holder's representation and warranty that (a) such Holder has a net long position

in the Notes being tendered pursuant to the Tender Offer within the meaning of Rule 14e-4 under the Exchange Act and (b) the tender of such Notes complies with Rule 14e-4.

Other Matters

Subject to, and effective upon, the acceptance for purchase of, and payment for, the principal amount of Notes tendered in accordance with the terms and subject to the conditions to the Tender Offer, a tendering Holder will be deemed to have agreed to sell, assign and transfer to, or upon the order of, the Company, all right, title and interest in and to all of the Notes tendered and accepted for purchase pursuant to the terms hereof and waives any and all other rights with respect to such Notes (including, without limitation, any existing or past defaults and their consequences in respect of the Notes and the applicable indenture under which the Notes were issued) and releases and discharges the Company from any and all claims the Holder may have now, or may have in the future, arising out of, or related to, the Notes, including, without limitation, any claims that the Holder is entitled to receive additional principal or interest payments with respect to such Notes or to participate in any repurchase, redemption or defeasance of the Notes. In addition, by tendering Notes pursuant to the Tender Offer, a Holder will be deemed to have irrevocably constituted and appointed the Tender Agent the true and lawful agent and attorney-in-fact of such Holder (with full knowledge that the Tender Agent also acts as the agent of the Company) with respect to any tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (i) deliver such Notes or transfer ownership of such Notes on the account books maintained by DTC together with all accompanying evidences of transfer and authenticity, to or upon the order of the Company, (ii) present such Notes for transfer on the register and (iii) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes, including receipt of funds from the Company for the purchase price for any Notes tendered pursuant to the Tender Offer that are accepted and purchased by the Company and transfer such funds to the Holder, all in accordance with the terms of the Tender Offer.

By tendering Notes pursuant to the Tender Offer, the Holder will be deemed to have agreed that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender Agent, until receipt by the 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 us. All questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by us, in our sole discretion, which determination shall be final and binding.

Notwithstanding any other provision of the Tender Offer, payment of the Total Consideration or the Tender Consideration, as the case may be, plus accrued and unpaid interest from the last interest payment date for such Notes to, but excluding, the applicable Settlement Date, in payment for Notes tendered and accepted for purchase pursuant to the Tender Offer will occur only after timely receipt by the Tender Agent of a Book-Entry Confirmation with respect to such Notes, together with an Agent's Message and any other required documents. The tender of Notes pursuant to the Tender Offer by the procedures set forth above will constitute an agreement between the tendering Holder and the Company in accordance with the terms and subject to the conditions to the Tender Offer.

Alternative, conditional or contingent tenders will not be considered valid. We reserve the absolute right to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in the opinion of the Company or our counsel, be unlawful. We also reserve the right, subject to applicable law, to waive any defects, irregularities or conditions to tender as to particular Notes. Our interpretations of the terms and conditions to the Tender Offer will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as we determine, unless waived by us. Our waiver of a defect with respect to one tender of Notes shall not constitute a waiver with respect to any defect applicable to any other tender of Notes unless we expressly provide otherwise. Tenders of Notes shall not be deemed to have been made until all defects and irregularities have been waived by the Company or cured. None of the Company, the Dealer Manager, the Tender Agent, the Information Agent, any Trustee or any other person will be under any duty to give notice of any defects or irregularities in tenders of Notes or will incur any liability to Holders for failure to give any such notice.

Acceptance of Notes for Purchase; Payment for Notes

Upon the terms and subject to the conditions to the Tender Offer, we will accept for purchase, and pay for, Notes validly tendered pursuant to the Tender Offer in a combined aggregate principal amount of up to the Maximum

Amount and, in each case, not validly withdrawn upon the satisfaction or waiver of the conditions to the Tender Offer specified under “—Conditions to the Tender Offer.” We will promptly pay for Notes accepted for purchase on the applicable Settlement Date. In all cases, payment for Notes accepted for purchase pursuant to the Tender Offer will be made only after a Book-Entry Confirmation with respect to such Notes, together with an Agent’s Message and any other required documents.

We reserve the right, in our sole discretion, but subject to applicable law, to (1) delay acceptance for purchase of Notes tendered under the Tender Offer or the payment for Notes accepted for purchase (subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the Tender Offer) or (2) terminate the Tender Offer with respect to any Series of Notes at any time.

For purposes of the Tender Offer, we will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which the Company has waived such defect) if, as and when we give oral (promptly confirmed in writing within one business day thereof) or written notice thereof to the Tender Agent. With respect to tendered Notes that are to be subsequently returned to Holders, such Notes will be credited to the account maintained at DTC from which such Notes were delivered after the expiration or termination of the Tender Offer.

We will pay for Notes accepted for purchase in the Tender Offer by depositing such payment in cash with the Tender Agent, or upon our instructions, DTC, which will act as agent for the tendering Holders for the purpose of receiving tenders of Notes, the Total Consideration or the Tender Consideration, as the case may be, and accrued and unpaid interest and transmitting the Total Consideration or the Tender Consideration, as the case may be, and accrued and unpaid interest from the last interest payment date for such Notes to, but excluding, the applicable Settlement Date, to such Holders.

Notes may be tendered and accepted for purchase only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof, in the case of the 7.500% Notes due July 30, 2039 (the “**2039 Notes**”) and the 6.400% Notes due May 15, 2037 (the “**2037 Notes**”), and minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof, in the case of the 5.875% Notes due March 10, 2035 (the “**2035 Notes**”), the 7.875% Notes due March 15, 2032 (the “**2032 Notes**”) and the 7.400% Notes due May 1, 2028 (“**2028 Notes**”). No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the applicable minimum authorized denomination (which is a minimum of \$2,000 principal amount, in the case of the 2039 Notes and the 2037 Notes, and is a minimum of \$1,000 principal amount, in the case of the 2035 Notes, the 2032 Notes and the 2028 Notes).

If, for any reason, acceptance for purchase of, or payment for, validly tendered Notes pursuant to the Tender Offer is delayed, or the Company is unable to accept for purchase or to pay for validly tendered Notes pursuant to the Tender Offer, then the Tender Agent may, nevertheless, on behalf of the Company, retain the tendered Notes, without prejudice to the rights of the Company described under “—Early Tender Deadline; Expiration Time; Extensions; Amendments” and “—Conditions to the Tender Offer” above and “—Withdrawal of Tenders” below, but subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return the Notes tendered promptly after the termination or withdrawal of the Tender Offer.

If any tendered Notes are not accepted for purchase for any reason pursuant to the terms and conditions to the Tender Offer, such Notes will be promptly credited to an account maintained at DTC, designated by the participant therein who so delivered such Notes promptly following the Expiration Time or the termination of the Tender Offer.

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

If the combined aggregate principal amount of Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline exceeds the Maximum Amount, the amount of such Notes purchased will be prorated and we will accept for purchase only the amount of such Notes that does not exceed the Maximum Amount, **and none**

of the Notes, if any, validly tendered after the Early Tender Deadline will be accepted for purchase regardless of the Acceptance Priority Level of such Notes. If Notes are validly tendered and not validly withdrawn such that the combined aggregate principal amount of such Notes does not exceed the Maximum Amount at or before the Early Tender Deadline but exceeds the Maximum Amount at the Expiration Time, no proration will be applied to any Series of the Notes validly tendered and not validly withdrawn at or before the Early Tender Deadline, and, with respect to the Notes validly tendered after the Early Tender Deadline, we will accept for purchase only a combined aggregate principal amount of such Notes in accordance with the Acceptance Priority Levels (with 1 being the highest Acceptance Priority Level and 5 being the lowest Acceptance Priority Level) that does not exceed the Maximum Amount. For more information on possible proration, see “—Proration Procedures.”

Holders of Notes tendered at or prior to the Early Tender Deadline (and not validly withdrawn at or prior to the Withdrawal Deadline) and accepted for purchase pursuant to the Tender Offer will be entitled to accrued and unpaid interest on their Notes to, but excluding, the applicable Settlement Date. Holders of Notes tendered at or prior to the Expiration Time and accepted for purchase pursuant to the Tender Offer will be entitled to accrued and unpaid interest on their Notes to, but excluding, the applicable Settlement Date. Under no circumstances will any additional interest be payable because of any delay by the Tender Agent or DTC in the transmission of funds to the Holders of purchased Notes or otherwise.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Dealer Manager, the Tender Agent, the Information Agent or the Company or to pay transfer taxes with respect to the purchase of their Notes. If, however, the Total Consideration or the Tender Consideration, as the case may be, is to be paid to, or if Notes not tendered or not accepted for purchase are to be registered in the name of, any person other than a Holder, the amount of any transfer taxes (whether imposed on the Holder or such other person) payable on account of the transfer to such person will be deducted from the Total Consideration or the Tender Consideration, as the case may be, unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted. We will pay all other fees and expenses in connection with the Tender Offer. See “Dealer Manager; Tender Agent; Information Agent.” Notwithstanding anything herein to the contrary, the payments to Holders will be made net of any withholding tax or backup withholding that is required to be imposed pursuant to applicable law. See “Certain United States Federal Income Tax Considerations.”

Withdrawal of Tenders

Notes tendered may be validly withdrawn at any time at or before the Withdrawal Deadline, but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law.

If the Tender Offer with respect to any Series of Notes is terminated, Notes of such Series tendered pursuant to the Tender Offer will promptly be returned to the tendering Holders.

For a withdrawal of a tender of Notes to be effective, a notice of withdrawal must be timely received by the Tender Agent at or before the Withdrawal Deadline by a properly transmitted “Request Message” through ATOP. Any such notice of withdrawal must (a) specify the name of the DTC participant for whose name appears on the security position listing as the owner of such Notes, (b) contain the description of the Notes to be withdrawn (including the principal amount and Series of Notes to be withdrawn) and (c) be signed by the DTC participant in the same manner as the participant’s name is listed in the applicable Agent’s Message, or be accompanied by evidence satisfactory to the Company that the person withdrawing the tender has succeeded to the beneficial ownership of such Notes. The signature on the notice of withdrawal must be guaranteed by a Medallion Signature Guarantor unless such Notes have been tendered for the account of an Eligible Institution. Withdrawal of tenders of Notes may not be rescinded, and any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer. Withdrawal of Notes may only be accomplished in accordance with the foregoing procedures. Notes validly withdrawn may thereafter be retendered at any time at or before the Expiration Time by following the procedures described under “—Procedures for Tendering.”

We will determine all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender, in our sole discretion, which determination shall be final and binding. None of the Company, the Dealer Manager, the Tender Agent, the Information Agent, any Trustee or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

If we are delayed in our acceptance for purchase of, or payment for, validly tendered Notes or we are unable to accept for purchase or pay for validly tendered Notes pursuant to the Tender Offer for any reason, then, without prejudice to our rights hereunder, but subject to applicable law, tendered Notes may be retained by the Tender Agent on behalf of the Company and may not be validly withdrawn (subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return the Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the Tender Offer).

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of certain U.S. federal income tax consequences to a U.S. Holder (as defined below) of the disposition of Notes pursuant to the Tender Offer. This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the “Code”), and applicable U.S. Treasury regulations, rulings, administrative pronouncements and judicial decisions thereunder all as of the date hereof and all of which are subject to change or differing interpretations at any time with possible retroactive effect. This discussion is general in nature and does not discuss all aspects of U.S. federal income taxation that may be relevant to a particular U.S. Holder in light of the U.S. Holder’s particular circumstances, or to certain types of U.S. Holders subject to special treatment under U.S. federal income tax laws (such as banks and other financial institutions, insurance companies, tax-exempt entities, retirement plans, dealers or traders in securities or currencies, brokers, regulated investment companies, real estate investment trusts, traders in securities that elect to use mark-to-market method of accounting for their securities, expatriates, partnerships and other pass-through entities (and investors in such entities), persons that hold their Notes as part of a straddle, hedge, conversion or constructive sale transaction or other integrated investment, persons whose functional currency is not the U.S. dollar, persons subject to the so-called wash sale rules in Section 1091 of the Code, persons holding Notes that are attributable to an office or other fixed place of business maintained outside of the United States, persons subject to special tax accounting rules under Section 451(b) of the Code with respect to Notes or persons subject to an alternative minimum tax). In addition, this discussion does not address any U.S. state or local or foreign tax consequences or non-income tax consequences (such as estate or gift tax consequences). Further, this discussion assumes that Holders are beneficial owners of the Notes who hold the Notes as “capital assets” (generally, property held for investment) within the meaning of Section 1221 of the Code. Holders are urged to consult their own tax advisors regarding the U.S. federal, state, local and foreign income and other tax considerations of the Tender Offer.

This discussion does not address any consequences arising from the Medicare tax on net investment income or any U.S. federal tax other than income tax (e.g., estate or gift tax), or state, local or non-U.S. tax consequences of the disposition of Notes pursuant to the Tender Offer.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds a Note, the U.S. federal income tax treatment of an owner in such entity or arrangement will generally depend upon the status of the owner and the activities of the entity. Entities or arrangements treated as partnerships for U.S. federal income tax purposes that hold Notes and the owners therein should consult their tax advisors regarding the tax consequences of tendering or retaining the Notes.

As used in this discussion, the term “U.S. Holder” means a beneficial owner of a Note that is, for U.S. federal income tax purposes, one of the following:

- (1) an individual who is a citizen or resident of the United States;
- (2) a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia;
- (3) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- (4) a trust if it (x) is subject to the primary supervision of a court within the United States and one or more “United States persons” within the meaning of Section 7701(a)(30) of the Code (“U.S. Persons”) have the authority to control all substantial decisions of the trust or (y) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. Person.

We have not requested, and will not request, a ruling from the U.S. Internal Revenue Service (the “IRS”) with respect to any of the U.S. federal income tax consequences described below, and there can be no assurance that

the IRS will not disagree with or challenge any of the conclusions described herein or that a court will not sustain such challenge in the event of litigation.

THE FOLLOWING DISCUSSION IS FOR GENERAL INFORMATION ONLY AND IS NOT INTENDED TO BE, NOR SHOULD IT BE CONSTRUED TO BE, LEGAL OR TAX ADVICE TO ANY HOLDER OF NOTES, AND NO OPINION OR REPRESENTATION WITH RESPECT TO THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO ANY SUCH HOLDER IS GIVEN. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS CONCERNING THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM OF THE TENDER OF NOTES PURSUANT TO THE TENDER OFFER IN LIGHT OF THEIR SPECIFIC SITUATION, AS WELL AS THE CONSEQUENCES ARISING UNDER ANY U.S. FEDERAL TAX LAW OTHER THAN U.S. FEDERAL INCOME TAX LAW OR UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. JURISDICTION.

Tendering U.S. Holders

Tender of Notes Pursuant to the Tender Offer. A sale of Notes by a U.S. Holder pursuant to the Tender Offer will be a taxable transaction to such U.S. Holder for U.S. federal income tax purposes. Subject to the discussion below regarding the potential alternative treatment of the Early Tender Premium, in general, a U.S. Holder that sells a Note pursuant to the Tender Offer will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between (1) the amount of cash received (other than the portion of such cash that is properly allocable to accrued but unpaid interest, which will be treated as described below), and (2) the U.S. Holder's "adjusted tax basis" in such Note at the time of sale. In general, a U.S. Holder's adjusted tax basis in a Note will equal the amount paid for the Note by such U.S. Holder increased, if applicable, by any market discount (as described below) previously included in income by such U.S. Holder pursuant to an election to do so and reduced (but not below zero) by the amount of any amortizable bond premium that the U.S. Holder has previously used to offset stated interest with respect to such Note pursuant to an election to do so. In general, a U.S. Holder that purchased a Note for an amount in excess of the Note's principal amount is considered to have purchased such Note with amortizable bond premium equal to such excess.

Subject to the market discount rules described below, any gain or loss so recognized will generally be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder has held the Note for more than one year at the time of disposition. Long-term capital gains of certain non-corporate U.S. Holders (including individuals) are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

Accrued But Unpaid Interest. The amount of cash received in the Tender Offer that is attributable to accrued but unpaid interest on a Note that has not previously been included in income will be taxable as ordinary interest income when received in accordance with the U.S. Holder's regular method of accounting for U.S. federal income tax purposes.

Market Discount. A U.S. Holder that acquired a Note with "market discount" in excess of a statutory de minimis amount will generally be required to treat a portion of any gain recognized on the disposition of such Note as ordinary income (rather than capital gain) to the extent of the market discount accrued to the date of the disposition, unless the U.S. Holder has elected to include market discount in income currently as it accrues. Market discount is generally the amount by which the stated principal amount of a Note exceeds the U.S. Holder's tax basis in such Note immediately after its acquisition. Market discount accrues on a ratable basis unless the U.S. Holder elected to accrue the market discount using a constant-yield method.

Early Tender Premium. The tax treatment of the Early Tender Premium is uncertain. We intend to treat the Early Tender Premium as additional consideration paid in exchange for the sale of a Note pursuant to the Tender Offer, in which case it would be treated as part of the amount realized by a U.S. Holder upon the disposition of the Note and taken into account in determining the amount of taxable gain or loss recognized on the exchange.

There can be no assurance, however, that the IRS will not treat the Early Tender Premium as interest or a separate fee, in which case the Early Tender Premium would be treated as ordinary income to a U.S. Holder. U.S. Holders should consult their own tax advisors as to the proper treatment of the Early Tender Premium. The remainder of this discussion assumes that the Early Tender Premium will be treated as additional consideration paid in exchange for the sale of a Note pursuant to the Tender Offer, and not as interest or a separate fee.

Information Reporting and Backup Withholding. In general, information reporting requirements apply to any consideration (including accrued interest) paid pursuant to the Tender Offer to U.S. Holders other than certain exempt recipients. In addition, a U.S. Holder will generally be subject to backup withholding on reportable payments made (including payments attributable to accrued but unpaid interest) with respect to such holder's sale of Notes pursuant to the Tender Offer unless such U.S. Holder (a) falls within certain exempt categories and properly establishes this fact when required, or (b) provides a correct U.S. taxpayer identification number, certifies that such U.S. Holder is not subject to backup withholding and otherwise complies with applicable requirements of the backup withholding rules. Each U.S. Holder may provide such U.S. Holder's correct taxpayer identification number and certify that such U.S. Holder is not subject to backup withholding by completing an IRS Form W-9.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be refunded or credited against a U.S. Holder's U.S. federal income tax liability, provided that the U.S. Holder follows the required procedures and timely provides the required information to the IRS.

U.S. Holders that Do Not Tender Their Notes Pursuant to the Tender Offer

A U.S. Holder that does not tender a Note in the Tender Offer will not recognize any gain or loss as a result of the Tender Offer and would continue to have the same tax basis, holding period and accrued market discount (if any) with respect to such retained Note.

DEALER MANAGER; TENDER AGENT; INFORMATION AGENT

We have retained J.P. Morgan Securities LLC to act as the sole Dealer Manager and D.F. King & Co., Inc. to act as the Information Agent and as the Tender Agent in connection with the Tender Offer. We have agreed to pay the Dealer Manager, the Information Agent and the Tender Agent customary fees for their services in connection with the Tender Offer. Such fees will be payable promptly following, and conditioned on, the completion of the Tender Offer. The obligations of the Dealer Manager to perform its functions are subject to various conditions. We have also agreed to reimburse the Dealer Manager, the Information Agent and the Tender Agent for certain out-of-pocket expenses and to indemnify them against certain liabilities, including liabilities under federal securities laws.

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

To the extent that the Dealer Manager or any of its affiliates owns or acquires Notes during the Tender Offer, it may tender such Notes pursuant to the terms of the Tender Offer. In connection with positions in the Notes, the Dealer Manager or its affiliates may tender Notes in the Tender Offer and receive a portion of the consideration paid by us.

In addition, the Dealer Manager and/or its affiliates, in the ordinary course of business, may make markets in securities of the Company, including the Notes. As a result, from time to time, the Dealer Manager and/or its affiliates may own certain of the securities of the Company, including the Notes. To the extent that the Dealer Manager or any of its affiliates owns or acquires Notes during the Tender Offer, it may tender such Notes pursuant to the terms of the Tender Offer. In the ordinary course of business, the Dealer Manager and its affiliates have in the past provided, currently provide, and may in the future from time to time provide, investment banking and general financing and commercial banking services to the Company and certain of its affiliates, including the provision of credit facilities, and/or the performance of financial advisory services for the Company and its affiliates, for which they received, or

will receive, customary fees and expenses. The Dealer Manager is not obligated to make a market in the Notes. At any time, the Dealer Manager may trade the Notes for its own account or for the accounts of customers and, accordingly, may hold a long or short position in the debt or equity securities of the Company or its affiliates, including the Notes.

None of the Dealer Manager, the Information Agent, the Tender Agent or any Trustee assumes any responsibility for the accuracy or completeness of the information concerning the Company or our affiliates or the Notes contained or incorporated by reference in this Offer to Purchase, or for any failure by us to disclose events that may have occurred and may affect the significance or accuracy of such information.

In connection with the Tender Offer, our directors, officers and regular employees (who will not be specifically compensated for such services) may solicit tenders by use of the mail, personally or by telephone. We will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

None of the Dealer Manager, the Tender Agent or the Information Agent is making any recommendation as to whether Holders should tender Notes in response to the Tender Offer. Holders must make their own decision as to whether to tender any of their Notes, and, if so, the principal amount of Notes to tender.

MISCELLANEOUS

We are not aware of any jurisdiction where the making of the Tender Offer is not in compliance with the laws of such jurisdiction. If we become aware of any jurisdiction where the making of the Tender Offer would not be in compliance with such laws, we will make a good faith effort to comply with any such laws or may seek to have such laws declared inapplicable to the Tender Offer. If, after such good faith effort, we cannot comply with any such applicable laws, the Tender Offer will not be made to the Holders of Notes residing in each such jurisdiction.

SCHEDULE A
FORMULAS FOR DETERMINING TOTAL CONSIDERATION AND TENDER CONSIDERATION FOR ALL SERIES OF NOTES

YLD	=	The Tender Offer Yield expressed as a decimal number.
CPN	=	The contractual annual rate of interest payable on a Note expressed as a decimal number.
N	=	The number of scheduled semi-annual interest payments from (but excluding) the applicable Settlement Date to (and including) the applicable maturity date.
S	=	The number of days from and including the semi-annual interest payment date immediately preceding the applicable Settlement Date up to, but excluding, the applicable 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.
Total Consideration	=	The price per \$1,000 principal amount of the Notes being priced (including the Early Tender Premium but excluding accrued interest).

Formula for Total Consideration =

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

Formula for Tender Consideration =

$$\text{Tender Consideration} = \text{Total Consideration} - \text{Early Tender Premium}$$

In order to tender Notes, a Holder should tender pursuant to DTC's Automated Tender Offer Program. Any questions or requests for assistance or additional copies of this Offer to Purchase or the documents incorporated by reference herein may be directed to the Information Agent at its telephone number or address set forth below. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Tender Offer.

The Tender Agent and Information Agent for the Tender Offer is:

D.F. King & Co., Inc.

48 Wall Street, 22nd Floor
New York, New York 10005
United States of America

E-mail: CNOOC@dfking.com

Toll free calls: (877) 478-5045
All other calls: (212) 269-5550

By Facsimile: (212) 709-3328
Attention: Michael Horthman
Confirmation: (212) 232-3233

Any questions regarding the terms of the Tender Offer should be directed to J.P. Morgan Securities LLC at its address and telephone number set forth below.

J.P. Morgan Securities LLC

383 Madison Avenue
New York, New York 10179
Attention: Liability Management Group
Toll-Free: (866) 834-4666
Collect: (212) 834-7489