IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY PERSON LOCATED OR RESIDENT IN ANY JURISDICTION IN WHICH SUCH DISTRIBUTION IS UNLAWFUL.

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached offer to purchase (the "**Offer to Purchase**") and you are therefore required to read this disclaimer page carefully before accessing, reading or making any other use of the Offer to Purchase. By accessing, reading or making any other use of the Offer to Purchase, you agree (in addition to giving the representations below) to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from Pioneer Natural Resources Company (the "**Offeror**") and Citigroup Global Markets Inc. (the "**Dealer Manager**") and/or Global Bondholder Services Corporation (the "**Tender and Information Agent**"), as a result of such access. Capitalized terms used but not otherwise defined in this disclaimer shall have the meaning given to them in the Offer to Purchase.

THE OFFER TO PURCHASE MAY NOT BE FORWARDED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE OFFER TO PURCHASE IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN A VIOLATION OF APPLICABLE LAWS.

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

(i) you are a Holder or a beneficial owner of the 1.900% Senior Notes due 2030 (the "**2030 Notes**") or the 2.150% Senior Notes due 2031 issued by the Offeror (the "**2031 Notes**" and together with the 2030 Notes, the "**Notes**");

(ii) you are not a Sanctions Restricted Person (as defined below), and you are a person to whom it is lawful to send (or make available) the attached Offer to Purchase or to make an invitation pursuant to either Tender Offer under all applicable laws, including the Offer and Distribution Restrictions; and

(iii) you consent to delivery of the Offer to Purchase to you by electronic transmission.

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

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

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

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

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

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

OFFER TO PURCHASE

Pioneer Natural Resources Company

Offer to Purchase for Cash Any and All of the Outstanding Notes Listed Below

Each Tender Offer (as defined below) will expire at 5:00 p.m., New York City time, on September 14, 2026, unless extended or earlier terminated by us with respect to either series of Notes (such date and time, as the same may be extended or earlier terminated, the "Expiration Date"). Holders who desire to participate in either Tender Offer must validly tender their Notes at or prior to the applicable Expiration Date. Tenders of Notes may be validly withdrawn at any time on or prior to the applicable Expiration Date but tenders will thereafter be irrevocable, except in certain limited circumstances where additional withdrawal rights are required by law.

Upon the terms and subject to the conditions set forth in this Offer to Purchase (as defined below), Pioneer Natural Resources Company (the "**Offeror**," "**we**," "**our**" or "**us**"), a wholly owned subsidiary of ExxonMobil Holdings Corporation, is offering to purchase for cash any and all of the following notes (the "**Notes**") at a price equal to the applicable Total Consideration based on the applicable Reference Yield and the applicable Fixed Spread *plus* Accrued Interest (each as defined below) (each, a "**Tender Offer**" and collectively, the "**Tender Offers**").

Title of Notes	Principal Amount Outstanding	ISIN/CUSIP	Reference Security(1)	Fixed Spread(1)	Bloomberg Reference Page
1.900% Senior Notes due 2030	$1,100,000,000	ISIN NO. US723787AQ06 CUSIP NO. 723787 AQ0	4.375% UST due August 31, 2031	30 bps	FIT1
2.150% Senior Notes due 2031	$1,000,000,000	ISIN NO. US723787AR88 CUSIP NO. 723787 AR8	4.375% UST due August 31, 2031	35 bps	FIT1

(1) The "**Total Consideration**" (as defined below) per $1,000 principal amount of Notes of each series validly tendered at or prior to the applicable Expiration Date and not validly withdrawn and accepted for purchase will be calculated as described herein using the applicable Fixed Spread (as defined below). See "Description of the Tender Offers—Total Consideration." The Total Consideration does not include accrued and unpaid interest on such Notes from the last interest payment date with respect to such Notes to, but not including, the Settlement Date (the "**Accrued Interest**"), which will be paid in addition to the Total Consideration.

Following consummation of each Tender Offer, the Offeror intends to cancel the Notes that are purchased in each Tender Offer. Neither Tender Offer is conditioned on any minimum principal amount of Notes being tendered.

The consummation of each Tender Offer is subject to, and conditioned upon, the satisfaction or waiver, where permitted, of the conditions discussed under "Description of the Tender Offers—Conditions to the Tender Offers." All conditions to each Tender Offer must be satisfied or, where permitted, waived, at or by the applicable Expiration Date.

Provided that all conditions to the applicable Tender Offer have been satisfied or waived by us by the applicable Expiration Date, we will settle all Notes validly tendered at or prior to the applicable Expiration Date and accepted for purchase pursuant to such Tender Offer on the second business day after the applicable Expiration Date, which is expected to be September 16, 2026 with respect to any Notes validly tendered prior to the applicable Expiration Date, unless extended (the "**Settlement Date**").

We refer to holders of Notes as "**Holders**."

This Offer to Purchase contains important information that should be read before any decision is made with respect to the Tender Offers. In particular, see "Certain Considerations" beginning on page 6 of this Offer to Purchase for a discussion of certain factors you should consider in connection with the Tender Offers.

The Dealer Manager for each of the Tender Offers is

Citigroup

The date of this Offer to Purchase is September 8, 2026.

IMPORTANT INFORMATION

Each Tender Offer is being made 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, the "**Offer to Purchase**").

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

Any questions regarding procedures for tendering Notes or requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent (as defined below). Copies of the Offer to Purchase are available for Holders of Notes at the following web address: https://www.gbsc-usa.com/pioneer/.

The Offeror hereby invites Holders of the Notes to tender for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, any and all of their Notes pursuant to the Tender Offers, as described below under "Description of the Tender Offers."

The Offeror reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates or any third party, the right to purchase all or any of the Notes validly tendered, and not validly withdrawn, pursuant to either Tender Offer, or to pay all or any portion of the Total Consideration and the Accrued Interest for such Notes, or all of the foregoing, but any such transfer or assignment will not relieve the Offeror of its obligations under the Tender Offers and will in no way prejudice the rights of tendering Holders to receive payment for Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Tender Offers or to receive the Total Consideration and Accrued Interest for Notes validly tendered and accepted for purchase pursuant to such Tender Offers.

Notes Subject to the Tender Offers

As of the date of this Offer to Purchase, the aggregate outstanding principal amount of the Notes subject to the Tender Offer for the 1.900% Senior Notes due 2030 (the "**2030 Tender Offer**") is $1,100,000,000 and the aggregate outstanding principal amount of the Notes subject to the Tender Offer for the 2.150% Senior Notes due 2031 (the "**2031 Tender Offer**") is $1,000,000,000.

Total Consideration

Upon the terms and subject to the conditions set forth in this Offer to Purchase, Holders who validly tender and who do not validly withdraw Notes at or prior to the applicable Expiration Date, subject to tender in the Authorized Denomination, and whose Notes are accepted for purchase by the Offeror, will receive the Total Consideration.

The "**Total Consideration**" payable for the Notes of each series in each Tender Offer will be a price per $1,000 principal amount of Notes equal to an amount calculated with reference to the Settlement Date that would reflect: a yield to the applicable maturity date of such Notes equal to the sum of (a) the applicable Reference Yield (as defined below), determined at the Price Determination Time, plus (b) the applicable fixed spread for such series of notes as set forth on the front cover of this Offer to Purchase (the "**Fixed Spread**"). The Total Consideration payable for the Notes of each series will be determined as set out in the calculation in Schedule A.

The "**Reference Yield**" means the bid side yield to maturity, determined in accordance with market convention, of the applicable reference security for such series of Notes listed on the front cover of this Offer to Purchase (the "**Reference Security**"), based on the bid price for the applicable Reference Security as reported on the applicable Bloomberg Reference Page that appears on the front cover of this Offer to Purchase at the Price Determination Time. The sum of the applicable Fixed Spread and the applicable Reference Yield is referred to as the "**Repurchase Yield**."

Specifically, the Total Consideration per $1,000 principal amount of Notes of each series will equal: (a) the present value per $1,000 principal amount of all remaining payments of principal and interest on the Notes to be made to (and including) the applicable maturity date of such Notes, discounted to the Settlement Date, at a discount rate equal to the Repurchase Yield, *minus* (b) the Accrued Interest to the Settlement Date per $1,000 principal amount of Notes. Such calculation will be made in accordance with the formula set forth in Schedule A to this Offer to Purchase.

Accrued Interest

In addition to the Total Consideration, Holders whose Notes are accepted for purchase will be paid the Accrued Interest. Interest will cease to accrue on the Settlement Date for all Notes accepted in either Tender Offer. No further interest will be paid to the Holders who tender such Notes, including if a record date for an interest payment on such Notes has passed before the Settlement Date.

General

The Settlement Date will promptly follow the applicable Expiration Date and is expected to be September 16, 2026, which is the second business day after the applicable Expiration Date, unless extended.

Unless the context indicates otherwise, all references to a valid tender of Notes in this Offer to Purchase shall mean that such Notes have been validly tendered, at or prior to the applicable Expiration Date and such tender or delivery has not been validly withdrawn at or prior to the applicable Expiration Date. The Offeror has not provided guaranteed delivery procedures in connection with either Tender Offer.

Notes may be tendered only in principal amounts equal to the minimum denomination of $1,000 and integral multiples of $1,000 in excess thereof (the "**Authorized Denomination**"). We will reject any amount not in conformance with the required Authorized Denomination. Holders who tender less than all of their Notes must continue to hold Notes in the Authorized Denomination.

Withdrawal Rights

Tender of Notes in each Tender Offer may be validly withdrawn at any time on or prior to the applicable Expiration Date, but thereafter will be irrevocable, except in certain limited circumstances where the Offeror determines that additional withdrawal rights are required by law. Tenders submitted in each Tender Offer after the applicable Expiration Date will be irrevocable except where the Offeror determines that additional withdrawal rights are required by law. See "Description of the Tender Offers—Withdrawal of Tenders."

Background and Purpose of the Offer

The primary purpose of the Tender Offers is to reduce outstanding indebtedness.

Tender Offers Conditions

Our obligation to accept Notes tendered in each Tender Offer is subject to certain conditions discussed under "Description of the Tender Offers—Conditions to the Tender Offers." We expressly reserve the right, at any time or at various times, to waive any of the conditions of the Tender Offers, in whole or in part, and we may terminate either Tender Offer at any time.

Neither Tender Offer is conditioned upon any minimum principal amount of Notes being tendered.

Compliance with "Short Tendering" Rule

It is a violation of Rule 14e-4 promulgated under the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**") for a person, directly or indirectly, to tender Notes for such person's own account unless the person so tendering (i) has a net long position equal to or greater than the aggregate principal amount of the securities being tendered and (ii) will cause such securities to be delivered in accordance with the terms of the Tender Offers. 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 (and acceptance by the Offeror) in response to either Tender Offer under any of the procedures described below will constitute a binding agreement between the Holder and the Offeror with respect to such Tender Offer upon the terms and subject to the conditions of such Tender Offer, including the Holder's acceptance of the terms and conditions of such Tender Offer, as well as the Holder's representation and warranty that (i) such Holder has a net long position in the Notes being tendered pursuant to such Tender Offer within the meaning of Rule 14e-4 under the Exchange Act and (ii) the tender of such Notes complies with Rule 14e-4.

None of the Offeror, the Dealer Manager, the Tender and Information Agent, the trustee with respect to the Notes (the "Trustee"), or any other person is making any recommendation as to whether or not you should tender your Notes for cash. You must make your own decision whether to tender your Notes in the Tender Offers, and, if so, the amount of your Notes to tender.

This Offer to Purchase incorporates important business and financial information from reports that ExxonMobil Holdings Corporation, the Offeror's parent ("**ExxonMobil**"), files with the U.S. Securities and Exchange Commission (the "**SEC**"). This incorporated information is not printed in or attached to this Offer to Purchase. This Offer to Purchase explains how you can find this information in "Where You Can Find More Information." We urge you to review this Offer to Purchase, together with the incorporated information, carefully.

OFFER AND DISTRIBUTION RESTRICTIONS

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

United Kingdom. The communication of this Offer to Purchase and any other documents or materials relating to the Tender Offers is not being made by and such documents and/or materials have not been approved by an "authorised person" for the purposes of section 21 of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**"). Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. The communication of such documents and/or materials is exempt from the restriction on financial promotions under section 21(1) of the FSMA on the basis that it is only directed at and may only be communicated to and may only be acted upon by: (1) persons who are outside of the United Kingdom; (2) investment professionals falling within the definition contained in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "**Order**"); (3) those persons who are existing members or creditors of the Offeror or other persons falling within Article 43(2) of the Order; (4) a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024 ("**POATRs**"), or (5) any other persons to whom such documents and/or materials may lawfully be communicated in accordance with the Order (all such persons together being referred to as "**relevant persons**"). This Offer to Purchase and any other documents or materials relating to the Tender Offers are only available to relevant persons. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024. This Offer to Purchase and any other documents or materials relating to the Tender Offers have been prepared on the basis that the Offer to Purchase in the UK will be made pursuant to an exemption from the prohibition on offers to the public under POATRs. This Offer to Purchase and any other documents or materials relating to the Tender Offers are not a prospectus for the purposes of the POATRs. Any person who is not a relevant person should not act or rely on this document or any of its contents. Any investment or investment activity to which this Offer to Purchase relates are only available to relevant persons and will be engaged in only with relevant persons.

France. The Tender Offers are not being made, directly or indirectly, in the Republic of France (other than to qualified investors as described below). This Offer to Purchase and any other document or material relating to the Tender Offers may not be distributed to the public in the Republic of France and have only been, and shall only be, distributed in the Republic of France to qualified investors as defined in Article 2(e) of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**") and in accordance with Article L. 411-2, 1° of the French *Code monétaire et financier*. Neither this Offer to Purchase nor any other documents or materials relating to the Tender Offers have been or will be submitted for clearance to the *Autorité des marchés financiers*.

Italy. None of the Tender Offers, this Offer to Purchase or any other documents or materials relating to the Tender Offers have been or will be submitted to the clearance procedure of the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to applicable Italian laws and regulations. The Tender Offers are being carried out in the Republic of Italy ("**Italy**") as an exempted offer pursuant to article 101-bis, paragraph 3-bis of the Legislative Decree No. 58 of February 24, 1998, as amended (the "**Financial Services Act**") and article 35-bis, paragraph 4 of CONSOB Regulation No. 11971 of May 14, 1999, as amended. Holders or beneficial owners of the Notes that are resident or located in Italy can tender their Notes for purchase through authorized persons (such as investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of February 15, 2018, as amended, and Legislative Decree No. 385 of September 1, 1993, as amended) and in compliance with any other applicable laws and regulations and with any requirements imposed by CONSOB or any other Italian authority. Each intermediary must comply with applicable laws and regulations concerning information duties *vis-à-vis* its clients in connection with the Notes or this Offer to Purchase.

Belgium. Neither this Offer to Purchase nor any other documents or materials relating to the Tender Offers have been, or will be, submitted or notified to, or approved or recognized by, the Belgian Financial Services and Markets Authority (*"Autorité des services et marchés financiers"/"Autoriteit voor Financiële Diensten en Markten"*). The Tender Offers are not being made in Belgium by way of a public offering within the meaning of Articles 3, §1, 1° and 6, §1 of the Belgian Law of April 1, 2007 on public takeover bids ("*loi relative aux offres publiques d'acquisition"/ "wet op de openbare overnamebiedingen*"), as amended or replaced from time to time. Accordingly, the Tender Offers may not be, and are not being, advertised and the Tender Offers will not be extended and this Offer to Purchase and any other documents or materials relating to the Tender Offers (including any memorandum, information circular, brochure or any similar documents) may not, have not, and will not, be distributed or made available, directly or indirectly, to any person in Belgium other than to "qualified investors" (*"investisseur qualifié"/"gekwalificeerde belegger"*) within the meaning of Article 2(e) of the Prospectus Regulation acting on their own account. Insofar as Belgium is concerned, the Tender Offers are made only to qualified investors, as this term is defined above. Accordingly, the information contained in this Offer to Purchase or in any other documents or materials relating to the Tender Offers may not be used for any other purpose or disclosed or distributed to any other person in Belgium.

General

Each Holder participating in the Tender Offers will also be deemed to give certain representations in respect of the jurisdictions referred to above and generally as set out in "Description of the Tender Offers—Procedures for Tendering Notes." Any tender of Notes for purchase pursuant to the Tender Offers from a Holder that is unable to make these representations will not be accepted. Each of the Offeror, the Dealer Manager and the Tender and Information Agent reserves the right, in its absolute discretion, to investigate, in relation to any tender of Notes for purchase pursuant to the Tender Offers, whether any such representation given by a Holder is correct and, if such investigation is undertaken and as a result the Offeror determines (for any reason) that such representation is not correct, such tender shall not be accepted.

TABLE OF CONTENTS

Page

IMPORTANT INFORMATION i
OFFER AND DISTRIBUTION RESTRICTIONS........ iii
CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS v
WHERE YOU CAN FIND MORE INFORMATION........ vi
INCORPORATION OF CERTAIN INFORMATION BY REFERENCE........ vii
IMPORTANT DATES viii
SUMMARY........ 1
CERTAIN CONSIDERATIONS........ 6
DESCRIPTION OF THE TENDER OFFERS 8
CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS 17
THE DEALER MANAGER........ 20
THE TENDER AND INFORMATION AGENT 21
SCHEDULE A FORMULA FOR DETERMINING TOTAL CONSIDERATION........ 22

This Offer to Purchase has been prepared solely for use in connection with the Tender Offers. This Offer to Purchase is personal to each offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire securities. Distribution of this Offer to Purchase to any person other than the Holders and any person retained to advise such Holders with respect to its tender is unauthorized, and any disclosure of any of its contents, without our prior written consent, is prohibited. Each Holder, by accepting delivery of this Offer to Purchase, agrees to the foregoing and to make no copies, electronic or otherwise, of this Offer to Purchase or any documents referred to in this Offer to Purchase.

This Offer to Purchase does not constitute an offer or an invitation by, or on behalf of, the Offeror or by, or on behalf of, the Dealer Manager to participate in the Tender Offers in any jurisdiction in which it is unlawful to make such an offer or solicitation in such jurisdiction. The distribution of this Offer to Purchase in certain jurisdictions may be restricted by law. Persons into whose possession this Offer to Purchase comes are required by the Offeror and the Dealer Manager to inform themselves about and to observe any such restrictions. This Offer to Purchase may not be used for or in connection with an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation. See “Offer and Distribution Restrictions.”

In making a decision regarding the Tender Offers, you must rely on your own examination of the Offeror and the terms of such Tender Offer, including the merits and risks involved. You should not consider any information in this Offer to Purchase to be legal, business or tax advice. You should consult your own counsel, accountant and other advisors as to legal, tax, business, financial and related aspects of an acceptance of such Tender Offer.

No person has been authorized to give any information or to make any representation concerning the Offeror or the Tender Offers (other than as contained in this Offer to Purchase) and, if any such other information or representation is given or made, you should not rely on it as having been authorized by us. You should not assume that the information contained or incorporated by reference in this Offer to Purchase is accurate as of any date other than the date on the front cover of this Offer to Purchase or the date of the incorporated document, as applicable.

You should read this entire Offer to Purchase (including the information incorporated by reference) and related documents and any amendments or supplements carefully before making your decision to participate in each Tender Offer.

Holders desiring to tender their Notes must do so in accordance with the procedures set forth under “Description of the Tender Offers—Procedures for Tendering Notes.”

This Offer to Purchase contains summaries believed to be accurate with respect to certain documents, but reference is made to the actual documents for complete information. All such summaries are qualified in their entirety by such reference. Copies of documents referred to herein will be made available to Holders upon request to the Offeror or the Dealer Manager.

References in this Offer to Purchase to “$” and “dollars” are to the currency of the United States.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Offer to Purchase and the documents incorporated by reference herein and therein may contain certain statements that are, or may be deemed to be, “forward-looking statements.” Forward-looking statements give the Offeror’s current expectations and projections about future events, including strategic initiatives and future financial condition and performance, and so the Offeror's actual results may differ materially from what is expressed or implied by such forward-looking statements. Forward-looking statements sometimes use words such as "expects," "anticipates," "believes," "targets," "plans," "intends," "aims," "projects," "indicates," "may," "might," "will," "should," "potential," "could" and words of similar meaning (or the negative thereof). All statements, other than statements of historical facts, included in this Offer to Purchase, any materials related to either Tender Offer or in the documents incorporated by reference herein and therein are forward-looking statements. Such forward-looking statements include, but are not limited to, statements relating to future events; projections; descriptions of strategic, operating, and financial plans and objectives; statements of future ambitions and plans; future earnings power; potential addressable markets; and other statements of future events or conditions.

Any forward-looking statements made by or on behalf of the Offeror speak only as of the date they are made and are based upon the knowledge and information available to the Offeror on the date of this Offer to Purchase. These forward-looking statements and views may be based on a number of assumptions and, by their nature, involve known and unknown risks, uncertainties and other factors because they relate to events and depend on circumstances that may or may not occur in the future and/or are beyond the Offeror's control or ability to precisely estimate.

Forward-looking statements should, therefore, be construed in light of such risk factors and undue reliance should not be placed on forward-looking statements. Many of these risks, uncertainties and other factors are discussed in greater detail under "Risk Factors" in Exxon Mobil Corporation's annual report on Form 10-K for the year ended December 31, 2025, which is incorporated by reference herein, and "Certain Considerations" in this Offer to Purchase.

Except as may be required by applicable legal or regulatory obligations, the Offeror undertakes no obligation to update publicly or revise any forward-looking statements, whether as a result of new information, future events or otherwise. You should, however, consult any additional disclosures that ExxonMobil may make in any documents which it publishes and/or files with the SEC and take note of these disclosures, wherever you are located.

No statement in this Offer to Purchase, any materials related to either Tender Offer or in any document incorporated herein or therein is or is intended to be a profit forecast or profit estimate.

WHERE YOU CAN FIND MORE INFORMATION

Pioneer Natural Resources Company is a wholly owned subsidiary of ExxonMobil and is the issuer of the Notes. ExxonMobil files annual, quarterly and current reports, proxy statements and other information with the SEC under the Exchange Act. The SEC maintains a website at http://www.sec.gov that contains reports, proxy statements and other information that ExxonMobil files electronically with the SEC.

Copies of the materials referred to in the preceding paragraph and any current amendment or supplement to this Offer to Purchase may also be obtained from the Tender and Information Agent at its address set forth on the back cover of this Offer to Purchase.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The Offeror is "incorporating by reference" the information contained in certain documents that ExxonMobil, the Offeror's parent (or its predecessor registrant, Exxon Mobil Corporation), has filed with the SEC, which means that the Offeror can disclose important information to you by referring you to those documents. The following documents have been filed with the SEC and are incorporated herein by reference:

1. Annual Report on Form 10-K for the year ended December 31, 2025 (filed with the SEC on February 18, 2026);

2. Quarterly Reports on Form 10-Q for the quarters ended March 31, 2026 (filed with the SEC on May 4, 2026) and June 30, 2026 (filed with the SEC on August 3, 2026); and

3. Current Reports on Form 8-K filed with the SEC on February 20, 2026, March 31, 2026, May 4, 2026, May 29, 2026, July 1, 2026 and August 28, 2026.

All documents filed by ExxonMobil with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (except for information in these documents or filings that is deemed "furnished" to the SEC) and, to the extent designated therein, reports on Form 8-K that ExxonMobil furnishes to the SEC after the date of this Offer to Purchase and prior to the expiration or termination of the Tender Offers shall be incorporated by reference in this Offer to Purchase and be a part hereof from the date of filing or furnishing of such documents.

Any statement contained in this Offer to Purchase or incorporated herein by reference shall be deemed to be modified or superseded to the extent that a statement contained in any documents and reports filed by ExxonMobil pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Offer to Purchase modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase. Subject to the foregoing, all information appearing in this Offer to Purchase is qualified in its entirety by the information appearing in the documents incorporated by reference.

Except for the documents specifically incorporated by reference into this Offer to Purchase, information contained on ExxonMobil's website or that can be accessed through its website does not constitute a part of this Offer to Purchase. ExxonMobil has included its website address only as an inactive textual reference and does not intend it to be an active link to its website.

IMPORTANT DATES

Please take note of the following important dates and times in connection with the Tender Offers.

Date	Time and Calendar Date	Event
Commencement Date	September 8, 2026	Commencement of the Tender Offers upon the terms and subject to the conditions set forth in this Offer to Purchase. Notice delivered to DTC for communication to persons shown in their records as direct participants holding interests in the Notes. Offer to Purchase available (subject to the restrictions set out in "Offer and Distribution Restrictions") from the Tender and Information Agent.
Price Determination Time	2:00 p.m., New York City time, on September 14, unless extended	Determination of the applicable Reference Yield and of the applicable Total Consideration.
Withdrawal Deadline	At or prior to the applicable Expiration Date	Notes tendered in each Tender Offer may be validly withdrawn at any time at or prior to the applicable Expiration Date, but not thereafter, unless the Offeror amends such Tender Offer, in which case withdrawal rights may be extended as the Offeror determines, to the extent required by law, appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment.
Expiration Date	5:00 p.m., New York City time, on September 14, 2026, unless extended	The deadline for Holders to tender Notes and the last date and time for Holders to withdraw previously tendered Notes.
Announcement of Results of the Tender Offers	Promptly following the applicable Expiration Date	The Offeror expects to publish a press release promptly following the applicable Expiration Date setting forth the results of the Tender Offers.
Settlement Date	Expected to be the second business day after the applicable Expiration Date. The expected Settlement Date is September 16, 2026, unless extended	The cash amounts will be paid for any Notes validly tendered (and not validly withdrawn) for purchase in the Tender Offers and accepted by us, in the amount and manner described in this Offer to Purchase.

The above times and dates are subject to our right to extend, amend and/or terminate either Tender Offer (subject to applicable law and as provided in this Offer to Purchase). Holders of Notes are advised to check with any bank, securities broker or other intermediary through which they hold Notes as to when such intermediary would need to receive instructions from a beneficial owner in order for that beneficial owner to be able to participate in, or withdraw their instruction to participate in such Tender Offer, before the deadline specified in this Offer to Purchase. The deadlines set by any such intermediary and DTC for the submission of tender instructions will be earlier than the relevant deadlines specified above.

SUMMARY

This summary provides an overview of selected information. Because this is only a summary, it may not contain all of the information that may be important to you in understanding each Tender Offer. You should carefully read this entire Offer to Purchase, including "Certain Considerations," as well as the information incorporated by reference in this Offer to Purchase. See the sections of this Offer to Purchase entitled "Where You Can Find More Information" and "Incorporation of Certain Information by Reference."

Pioneer Natural Resources Company

Pioneer Natural Resources Company is a wholly owned subsidiary of ExxonMobil formed under the laws of Delaware.

ExxonMobil Holdings Corporation

Exxon Mobil Corporation was incorporated in the State of New Jersey in 1882. Divisions and affiliated companies of ExxonMobil operate or market products in the United States and most other countries of the world. ExxonMobil's principal business involves exploration for, and production of, crude oil and natural gas; manufacture, trade, transport and sale of crude oil, natural gas, petroleum products, petrochemicals, and a wide variety of specialty products; and pursuit of lower-emission and other new business opportunities, including carbon capture and storage, hydrogen and ammonia, lower-emission fuels, Proxxima™ resin systems, carbon materials, low-carbon data centers, and lithium. Affiliates of ExxonMobil conduct extensive research programs in support of these businesses. On July 1, 2026, ExxonMobil redomiciled from the State of New Jersey to the State of Texas. In connection with the redomiciliation, ExxonMobil Holdings Corporation is deemed to be the successor registrant of Exxon Mobil Corporation's common stock pursuant to Rule 12g-3(a) under the Exchange Act. For the purposes of this Offer to Purchase, "ExxonMobil" refers to (i) Exxon Mobil Corporation and its subsidiaries, with respect to the period prior to July 1, 2026, and to (ii) ExxonMobil Holdings Corporation and its subsidiaries, with respect to the period on and after July 1, 2026, in each case unless otherwise stated or the context otherwise requires.

ExxonMobil's principal executive office is located at 22777 Springwoods Village Parkway, Spring, Texas 77389-1425, United States, telephone (972) 940-6000.

For a description of ExxonMobil's business, financial condition, results of operations and other important information regarding ExxonMobil and its subsidiaries, including the Offeror, see ExxonMobil's filings with the SEC incorporated by reference in this Offer to Purchase. See "Where You Can Find More Information" above.

The Tender Offers

Offeror	Pioneer Natural Resources Company
The Notes	The 1.900% Senior Notes due 2030 (ISIN: US723787AQ06; CUSIP: 723787 AQ0) and the 2.150% Senior Notes due 2031 (ISIN: US723787AR88; CUSIP: 723787 AR8)
The Tender Offers	The Offeror hereby invites Holders of Notes to tender, upon the terms and subject to the conditions set forth in this Offer to Purchase, any and all of their Notes as described below under "Description of the Tender Offers."
Total Consideration	The "**Total Consideration**" payable for the Notes of each series will be a price per $1,000 principal amount of Notes, calculated with reference to the Settlement Date, that would reflect a yield to the applicable maturity date of such Notes equal to the sum of (i) the applicable Reference Yield determined at the Price Determination Time, *plus* (ii) the applicable fixed spread for such series of Notes as set forth on the front cover of this Offer to Purchase (the "**Fixed Spread**"). The Total Consideration will be determined as set out in the calculation in Schedule A. The "**Reference Yield**" means the bid side yield to maturity, determined in accordance with market convention, of the applicable reference security for such series of Notes listed on the front cover of this Offer to Purchase (the "**Reference Security**"), based on the bid price for the applicable Reference Security as reported on the applicable Bloomberg Reference Page that appears on the front cover of this Offer to Purchase at the Price Determination Time. The sum of the applicable Fixed Spread and the applicable Reference Yield is referred to as the "**Repurchase Yield**." Specifically, the Total Consideration per $1,000 principal amount of Notes will equal: (a) the present value per $1,000 principal amount of all remaining payments of principal and interest on the Notes to be made to (and including) the applicable maturity date of such Notes, discounted to the Settlement Date at a discount rate equal to the applicable Repurchase Yield, *minus* (b) the Accrued Interest to the Settlement Date per $1,000 principal amount of Notes. Such calculation will be made in accordance with the formula set forth in Schedule A.
Accrued Interest	In addition to the Total Consideration, Holders whose Notes are accepted for purchase will be paid, on the Settlement Date, accrued and unpaid interest on the Notes from, and including, the immediately preceding interest payment date to, but excluding, the Settlement Date. Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offers.

Purpose of the Tender Offers	The primary purpose of the Tender Offers is to reduce outstanding indebtedness.
Source of Funds	The Offeror expects to pay the Total Consideration and Accrued Interest for each series of Notes using cash on hand and/or using other sources of liquidity.
Conditions to the Tender Offers	Our obligation to accept the Notes tendered in each Tender Offer is subject to the conditions discussed under "Description of the Tender Offers—Conditions to the Tender Offers." Neither Tender Offer is conditioned on any minimum principal amount of Notes being tendered. Subject to applicable law, we may waive any of the conditions in our reasonable discretion. See "Description of the Tender Offers—Conditions to the Tender Offers."
Price Determination Time	2:00 p.m., New York City time, on September 14, 2026.
Expiration Date	5:00 p.m., New York City time, on September 14, 2026 (as may be extended).
Settlement Date	The Settlement Date for each Tender Offer will promptly follow the applicable Expiration Date and is expected to be the second business day following the applicable Expiration Date (such Settlement Date to be September 16, 2026), as the same may be extended.
Withdrawal of Tenders	Notes tendered in each Tender Offer may be validly withdrawn at any time at or prior to the applicable Expiration Date, but not thereafter, unless the Offeror amends such Tender Offer, in which case withdrawal rights may be extended as the Offeror determines, to the extent required by law, appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment. See "Description of the Tender Offers—Withdrawal of Tenders."
Offeror's Right to Amend or Terminate	Subject to applicable law, we reserve the right to (1) extend each Tender Offer; (2) waive any and all conditions to each Tender Offer in any respect; or (3) terminate or amend each Tender Offer. We will give Holders notice of any amendments and will extend the applicable Expiration Date if required by applicable law. See "Description of the Tender Offers—Expiration Date; Extension; Termination; Amendment."
Procedures for Tendering the Notes	If you wish to participate in either Tender Offer, you must cause the book-entry transfer of your Notes to the Tender and Information Agent's account at DTC and the Tender and Information Agent must receive a confirmation of book-entry transfer through an Agent's Message (as defined below) transmitted pursuant to DTC's Automated Tender Offer Program ("**ATOP**"), by which each tendering Holder

	will agree to be bound by the terms set forth in this Offer to Purchase. See "Description of the Tender Offers—Procedures for Tendering Notes." For further information, call the Tender and Information Agent at the telephone number set forth on the back cover of this Offer to Purchase or consult your broker, dealer, commercial bank, trust company or other nominee for assistance. If you are a beneficial owner of Notes that are held by or registered in the name of a broker, dealer, commercial bank, trust company or other nominee or custodian and you wish to tender your Notes in order to participate in either Tender Offer, you should contact your intermediary entity promptly and instruct it to tender the Notes on your behalf. You should keep in mind that your intermediary may require you to take action with respect to such Tender Offer a number of days before the applicable Expiration Date in order for such entity to tender Notes on your behalf at or prior to the applicable Expiration Date in accordance with the terms of such Tender Offer.
Certain Consequences of Failure to Participate in the Tender Offers	Any of the Notes that are not tendered to us on or prior to the applicable Expiration Date or are not accepted for purchase by us will remain outstanding and will mature in accordance with their terms, and will otherwise be entitled to all the rights and privileges under the relevant indenture pursuant to which such Notes were issued. The trading markets for the Notes that are not purchased could become more limited than the existing trading markets for such Notes. More limited trading markets could adversely affect the liquidity, market prices and price volatility of such Notes. If markets for the Notes that are not purchased exist or develop, such Notes may trade at a discount to the price at which they would trade if the aggregate principal amount currently outstanding was not reduced. For a description of the consequences of failing to tender your Notes for purchase, see "Certain Considerations."
Certain U.S. Federal Income Tax Considerations	For a summary of certain U.S. federal income tax consequences of the Tender Offers, see "Certain U.S. Federal Income Tax Considerations."
Dealer Manager	Citigroup Global Markets Inc. is the Dealer Manager for each of the Tender Offers (the "**Dealer Manager**"). Questions and requests for assistance can be addressed to the Dealer Manager at the address and telephone number that is listed on the back cover page of this Offer to Purchase.

Tender and Information Agent	Global Bondholder Services Corporation is serving as the tender agent and information agent for each of the Tender Offers (the "**Tender and Information Agent**").
Brokerage Commissions	No brokerage commissions are payable by the Holders to the Offeror, the Dealer Manager or the Tender and Information Agent. If your Notes are held through a broker or other nominee that tenders the Notes on your behalf, your broker may charge you a commission for doing so. You should consult with your broker or nominee to determine whether any charges will apply.
Further Information	Additional copies of this Offer to Purchase may be obtained by contacting the Tender and Information Agent. For questions regarding the procedures to be followed for tendering your Notes, please contact the Tender and Information Agent. For all other questions, please contact the Dealer Manager. The contact information for each of these parties is set forth on the back cover of this Offer to Purchase.

CERTAIN CONSIDERATIONS

In deciding whether to participate in the Tender Offers, in addition to the other information contained, or incorporated by reference, in this Offer to Purchase, including the matters discussed under "Risk Factors" in ExxonMobil's Annual Report and Form 10-K for the fiscal year ended December 31, 2025, each Holder should consider carefully and in its entirety the following:

We are making no recommendation in connection with either of the Tender Offers.

None of the Offeror, the Dealer Manager, the Tender and Information Agent or the Trustee makes any recommendation in connection with each of the Tender Offers. You should determine whether to tender Notes based upon your own assessment of market value, liquidity needs and investment objectives.

The liquidity of any trading markets that currently exist for the Notes may be adversely affected by the Tender Offers, and Holders of Notes who fail to participate in either of the Tender Offers may find it more difficult to sell their Notes after such Tender Offer is completed.

To the extent that the Notes are traded, prices for such Notes may fluctuate greatly depending on the trading volume and the balance between buy and sell orders. To the extent that Notes are tendered and accepted for purchase pursuant to the Tender Offers, the trading markets for the remaining Notes will become more limited or may cease to exist altogether. A debt security with a small outstanding aggregate principal amount or "float" may command a lower price than would a comparable debt security with a larger float. Therefore, the market prices for the untendered Notes may be adversely affected. The reduced float may also make the trading prices of the remaining Notes more volatile.

The Tender Offers may be cancelled or delayed.

The consummation of each of the Tender Offers is subject to, and conditional upon, the satisfaction or waiver of the conditions discussed under "Description of the Tender Offers—Conditions to the Tender Offers." We may, at our option and in our sole discretion, waive any such conditions. Even if the Tender Offers are completed, either Tender Offer may not be completed on the schedule described in this Offer to Purchase. Accordingly, Holders participating in the Tender Offers may have to wait longer than expected to receive their cash payment during which time those Holders of such Notes will not be able to effect transfers of their Notes tendered for purchase.

Your tender of Notes may not be accepted if the procedure for the Tender Offers is not followed.

We will pay for your tendered Notes only if you tender your Notes in accordance with the procedures described herein and your Notes are accepted for purchase pursuant to the Tender Offers. If you are a tendering Holder of Notes, you must submit, or arrange for the submission of, an electronic transmittal through DTC's ATOP on or prior to the applicable Expiration Date. See "Description of the Tender Offers—Procedures for Tendering Notes" for a description of the procedures to be followed to tender your Notes.

You should allow sufficient time to ensure timely completion of the tender procedures. None of the Offeror, the Dealer Manager, the Tender and Information Agent or any other person is under any duty to give notification of defects or irregularities with respect to the tenders of the Notes for purchase.

Failure to complete the Tender Offers successfully could negatively affect the price of the Notes.

Several conditions must be satisfied or waived in order to complete the Tender Offers, including that there shall not have occurred or be reasonably likely to occur any material adverse change to our business, operations, properties, condition, assets, liabilities, prospects or financial affairs. The conditions to the Tender Offers may not be satisfied, and if not satisfied or waived, the Tender Offers may not occur or may be delayed. If either Tender Offer is not completed or is delayed, the market prices of such Notes may decline to the extent that the current market prices reflect an assumption that such Tender Offer has been or will be completed.

We may repurchase any Notes that are not tendered in the Tender Offers on terms that are more favorable to the Holders of the Notes than the terms of such Tender Offer.

After the Settlement Date of each Tender Offer, we or any of our affiliates may, to the extent permitted by applicable law, acquire some or all of the Notes that are not tendered and accepted in such Tender Offer, whether through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemption or otherwise, in each case, upon such terms and at such prices as we may determine, which with respect to such Notes may be more or less favorable to Holders than the terms of such Tender Offer. There can be no assurance as to which, if any, of these alternatives or combinations thereof we or our affiliates may choose to pursue in the future.

The Total Consideration for each series of Notes is subject to changes in the yield of the applicable Reference Security.

The Total Consideration for each series of Notes will be based on the bid-side yield of the applicable Reference Security as of the Price Determination Time, as calculated by the Dealer Manager in accordance with standard market practice. This yield may fluctuate during the term of the Tender Offers prior to the Price Determination Time. As a result, the actual amount of cash that will be received by a tendering Holder of Notes pursuant to the Tender Offers will be affected by such changes and may be different than if such amount were calculated based on the yield of the applicable Reference Security prevailing on dates or times prior to the Price Determination Time. Changes in the yield on the applicable Reference Security following the Price Determination Time will not alter the Total Consideration.

The Total Consideration for the Notes may not reflect their fair value.

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

The transfer of tendered Notes will be restricted

When considering whether to tender Notes in the Tender Offers, Holders should take into account that the ability to transfer tendered Notes will be restricted from the time of such tender. Each Holder will, on tendering Notes under the Tender Offers, transfer such Notes to the account established by the Tender and Information Agent at DTC for receipt of tenders in such Tender Offer in accordance with the terms of this Offer to Purchase. Holders, therefore, will not be able to transfer such Notes unless tendered Notes are validly withdrawn from such Tender Offer in accordance with the withdrawal rights provided under the "Description of the Tender Offers—Withdrawal of Tenders."

DESCRIPTION OF THE TENDER OFFERS

Purpose of the Tender Offers

The primary purpose of the Tender Offers is to reduce outstanding indebtedness.

General

The Offeror hereby invites all Holders of the Notes to tender, upon the terms and subject to the conditions set forth in this Offer to Purchase, any and all of their Notes pursuant to the Tender Offers.

As of the date of this Offer to Purchase, the aggregate outstanding principal amount of the Notes subject to the 2030 Tender Offer is $1,100,000,000 and the aggregate outstanding principal amount of the Notes subject to the 2031 Tender Offer is $1,000,000,000.

The consummation of each Tender Offer is conditioned upon, among other conditions, the timely satisfaction or waiver of all conditions precedent thereto. See "Description of the Tender Offers—Conditions to the Tender Offers." Neither Tender Offer is conditioned on any minimum amount of Notes being tendered.

Total Consideration

Upon the terms and subject to the conditions set forth in this Offer to Purchase, Holders who validly tender and who do not validly withdraw Notes at or prior to the applicable Expiration Date, subject to tender in the Authorized Denomination, and whose Notes are accepted for purchase by the Offeror, will receive the Total Consideration.

The "**Total Consideration**" payable for the Notes will be a price per $1,000 principal amount of Notes equal to an amount calculated with reference to the Settlement Date that would reflect: a yield to the applicable maturity date of such Notes equal to the sum of (a) the applicable Reference Yield (as defined below), determined at the Price Determination Time, plus (b) the applicable fixed spread for such series of notes as set forth on the front cover of this Offer to Purchase (the "**Fixed Spread**"). The Total Consideration payable for the Notes of each series will be determined as set out in the calculation in <u>Schedule A</u>.

The "**Reference Yield**" means the bid side yield to maturity, determined in accordance with market convention, of the applicable reference security for such series of Notes listed on the front cover of this Offer to Purchase (the "**Reference Security**"), based on the bid price for the applicable Reference Security as reported on the applicable Bloomberg Reference Page that appears on the front cover of this Offer to Purchase at the Price Determination Time. The sum of the applicable Fixed Spread and the applicable Reference Yield is referred to as the "**Repurchase Yield**."

Specifically, the Total Consideration per $1,000 principal amount of Notes of each series will equal: (a) the present value per $1,000 principal amount of all remaining payments of principal and interest on the Notes to be made to (and including) the applicable maturity date of such Notes, discounted to the Settlement Date, at a discount rate equal to the Repurchase Yield, *minus* (b) the Accrued Interest to the Settlement Date per $1,000 principal amount of Notes. Such calculation will be made in accordance with the formula set forth in <u>Schedule A</u> to this Offer to Purchase.

Accrued Interest

In addition to the Total Consideration, Holders whose Notes are accepted for purchase will be paid the Accrued Interest. Interest will cease to accrue on the Settlement Date for all Notes accepted in either Tender Offer.

Denominations

Notes may be tendered and accepted for payment only in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof. 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 Authorized Denomination.

Expiration Date; Extension; Termination; Amendment

Each of the Tender Offers will expire at 5:00 p.m., New York City time, on September 14, 2026, unless extended, in which case the applicable Expiration Date will be such time and date to which the applicable Expiration Date is extended.

We reserve the right to:

- extend either Tender Offer;
- terminate or amend either Tender Offer and not to accept for purchase any Notes not previously accepted for purchase upon the occurrence of any of the events specified below under "—Conditions to the Tender Offers" that have not been waived by us; and/or

- amend the terms of either Tender Offer in any manner permitted or not prohibited by law.

If either Tender Offer is terminated, Notes tendered pursuant to such Tender Offer will be returned promptly to the tendering Holders.

If the Offeror amends, extends or terminates either Tender Offer, it will give immediate notice to the Tender and Information Agent and will make a public announcement thereafter. Any required announcements relating to the extension, amendment or termination of such Tender Offer, or the Offeror's acceptance for payment of the Notes, shall be done as soon as practicable, and in the case of an extension of the applicable Expiration Date, no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. Announcements will be published by means of a news release via a press release on a widely disseminated news service and delivery of notices to DTC for communication to persons shown in the records of DTC as direct participants holding interests in the Notes.

All references in this Offer to Purchase to the applicable Expiration Date of the Tender Offers are to such Expiration Date, as such date may be extended or terminated.

The minimum period during which each Tender Offer will remain open following material changes in the terms of such Tender Offer or in the information concerning such Tender Offer will depend upon the facts and circumstances of such change, including the materiality of the changes. With respect to any change in the consideration offered in either Tender Offer, the Offeror will disclose any such amendment in a press release at or prior to 9:00 a.m., New York City time, on the day of such amendment and, if necessary, the Offeror will extend the applicable Expiration Date by at least three business days, if such Tender Offer would otherwise expire during such period. If any of the terms of either Tender Offer are amended in a manner determined by the Offeror to constitute a material change adversely affecting any Holder, the Offeror will extend such Tender Offer by at least two business days, if such Tender Offer would otherwise expire during such period. The Offeror will announce any such change in a press release issued at least two business days prior to the applicable Expiration Date and prior to 9:00 a.m., New York City time, on the first day of such two-business day period.

We have no other obligation to publish, advertise or otherwise communicate any information about any extension, amendment or termination.

Settlement Date

Upon the terms and subject to the satisfaction of the conditions of each Tender Offer, we will pay the required cash amounts on the Settlement Date. We will not be obligated to pay any cash amounts with respect to either Tender Offer unless such Tender Offer is consummated.

With regard to the Tender Offers, subject to the satisfaction or the waiver, as of the applicable Expiration Date, of all conditions to the Tender Offers, we will accept for purchase as soon as reasonably practicable after the applicable Expiration Date all Notes validly tendered at or prior to the applicable Expiration Date and not validly withdrawn as of the applicable Expiration Date, and the purchase of Notes tendered and payment of the required cash amounts will be made on the Settlement Date. The Settlement Date is expected to be the second business day after the applicable Expiration Date and such Settlement Date is expected to be September 16, 2026.

We will not be obligated to pay any cash amounts unless such Tender Offer is consummated.

Conditions to the Tender Offers

The Tender Offers are subject to the satisfaction or, where applicable, the waiver of certain conditions set forth herein. Neither Tender Offer is conditioned upon any minimum principal amount of the Notes being tendered or the completion of any other tender offer.

Notwithstanding any other provision of this Offer to Purchase, with respect to the Tender Offers, and in addition to (and not in limitation of) the Offeror's right, subject to applicable law, to terminate, extend or amend each Tender Offer in the Offeror's sole discretion, the Offeror will not be obligated to (i) accept for purchase any validly tendered Notes or (ii) pay any cash amounts or complete such Tender Offer, at any time before accepting any of the Notes for purchase, if on or after the date of this Offer to Purchase the General Conditions (as defined below) have not been satisfied or, where possible, waived with respect to such Tender Offer.

For purposes of the foregoing provisions, all of the "**General Conditions**" will be deemed to have been satisfied in respect of each Tender Offer on the applicable Expiration Date unless any of the following conditions shall have occurred and be continuing after the date of this Offer to Purchase and before the applicable Expiration Date:

- (i) any general suspension of trading in, or limitation on prices for, trading in securities in the securities or financial markets of the United States or any other significant adverse change in securities or financial markets of the United States, (ii) any significant changes in the prices for the Notes, (iii) a material impairment in the trading market for debt securities generally, (iv) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (v) a commencement or significant worsening of any pandemic or epidemic in the United States or internationally, (vi) any limitation (whether or not mandatory) by any governmental authority on, or other event that, in the sole judgment of the Offeror, might affect the nature or extension of credit by banks or other lending institutions in the United States, (vii) any attack on, outbreak or escalation of hostilities, acts of terrorism or any declaration of a national emergency, commencement of war, armed hostilities or other national or international crisis directly or indirectly involving the United States, other than with respect to the ongoing conflicts in the Middle East, or (viii) any significant adverse change in the currency exchange rates or securities or financial markets generally of the United States or, in the case of any of the foregoing existing on the date hereof, a material acceleration, escalation or worsening thereof;

- the existence of an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction that shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in the sole judgment of the Offeror, would or would be reasonably likely to prohibit, prevent or materially restrict or delay the consummation of such 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 Offeror or their subsidiaries or would materially impair the contemplated benefits of such Tender Offer or be material to Holders in deciding whether to accept such Tender Offer;

- any instituted or pending action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, that challenges the making of such Tender Offer or is reasonably likely to directly or indirectly prohibit, prevent, restrict or delay the consummation of such Tender Offer or otherwise adversely affect either Tender Offer in any material manner;

- the existence of any other actual or threatened legal impediment (including a default under an agreement, indenture or other instrument or obligation to which the Offeror or any of its affiliates is a party or by which the Offeror or any of its affiliates is bound) to such Tender Offer or any other circumstances that would materially adversely affect the transactions contemplated by such Tender Offer, or the contemplated benefits to the Offeror or its affiliates of such Tender Offer;

- the actual or prospective occurrence of any event or events that, in the sole judgment of the Offeror, could prevent, restrict or delay consummation of either Tender Offer or materially impair the contemplated benefits of such Tender Offer to the Offeror or its affiliates;

- any change or development, including any prospective change or development, that in the sole judgment of the Offeror, has or may have a material adverse effect on the Offeror or its subsidiaries' businesses, condition (financial or otherwise) or prospects, the market prices of the Notes or the value of the Notes to the Offeror; or

- any governmental approvals and third-party consents that the Offeror, in its reasonable judgment, considers necessary for the completion of such Tender Offer have not been obtained or any such approvals or consents cease to remain in effect.

We expressly reserve the right to amend or terminate each Tender Offer and to reject for purchase any Notes not previously accepted for purchase, upon the occurrence of any of the conditions specified above. In addition, we expressly reserve the right, at any time or at various times, to waive any of the conditions to either Tender Offer, in whole or in part. We will give oral or written notice (with any oral notice to be promptly confirmed in writing) of any amendment, non-acceptance, termination or waiver to the Tender and Information Agent as promptly as practicable, followed by a timely press release.

These conditions are for our sole benefit, and we may assert them regardless of the circumstances that may give rise to them or waive them in whole or in part at any time or at various times in our sole discretion. Any determination made by the Offeror concerning these events, developments or circumstances shall be conclusive and binding, subject to the rights of the Holders of the Notes to challenge such determination in a court of competent jurisdiction. If we fail at any time to exercise any of the foregoing rights, this failure will not constitute a waiver of such right. Each such right will be deemed an ongoing right that we may assert at any time or at various times.

All conditions to each Tender Offer must be satisfied or, to the extent permitted by the terms of such Tender Offer, waived, prior to the applicable Expiration Date. Subject to applicable law, in addition, we may in our absolute discretion terminate either Tender Offer for any other reason.

Procedures for Tendering Notes

If you hold Notes and wish to receive the Total Consideration plus Accrued Interest, you must validly tender (or cause the valid tender of) your Notes, and not validly withdraw such Notes, using the procedures described in this Offer to Purchase.

All of the Notes are held in book-entry form and registered in the name of Cede & Co., as the nominee of DTC. Only Holders are authorized to tender their Notes pursuant to the Tender Offers. Therefore, to tender Notes that are held through a broker, dealer, commercial bank, trust company or other nominee, a beneficial owner thereof must instruct such nominee to tender the Notes on such beneficial owner's behalf according to the procedure described below. There is no letter of transmittal in connection with either Tender Offer.

For a Holder to tender Notes validly pursuant to each Tender Offer, (1) an Agent's Message and any other required documents must be received by the Tender and Information Agent at its address set forth on the back cover of this Offer to Purchase and (2) the Notes to be tendered must be transferred pursuant to the procedures for book-entry transfer described below and a confirmation of such book-entry transfer must be received by the Tender and Information Agent at or prior to the applicable Expiration Date.

To effectively tender Notes, DTC participants should transmit their acceptance through ATOP, for which the Tender Offer will be eligible and DTC will then edit and verify the acceptance and send an Agent's Message to the Tender and Information Agent for its acceptance. Delivery of Notes to be tendered must be made to the Tender and Information Agent pursuant to the book-entry delivery procedures set forth below.

By tendering Notes pursuant to either Tender Offer, a Holder will be deemed to have represented, warranted and agreed that such Holder is the beneficial owner of, or a duly authorized representative of one or more such beneficial owners of, and has full power and authority to tender, sell, assign and transfer, the Notes tendered thereby and that when such Notes are accepted for purchase, we will acquire good, indefeasible, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances of any kind and not subject to any adverse claim or right and that such Holder will cause such Notes to be delivered in accordance with the terms of such Tender Offer. The Holder by tendering Notes will also have agreed (a) not to sell, pledge, hypothecate or otherwise encumber or transfer any Notes tendered from the date of such tender and that any such purported sale, pledge, hypothecation or other encumbrance or transfer will be void and of no effect and (b) to execute and deliver such further documents and give such further assurances as may be required in connection with such Tender Offer and the transactions contemplated thereby, in each case on and subject to the terms and conditions of such Tender Offer. In addition, by tendering Notes a Holder will also have released us and our affiliates from any and all claims that Holders may have arising out of or relating to the Notes.

Notes Held with DTC by a DTC Participant

Pursuant to authority granted by DTC, if you are a DTC participant that has Notes credited to your DTC account and thereby held of record by DTC's nominee, you may directly tender your Notes as if you were the record holder. Accordingly, references herein to record holders include DTC participants with Notes credited to their accounts. The Tender and Information Agent for the Notes, Global Bondholder Services Corporation, will establish accounts with respect to the Notes at DTC for purposes of the Tender Offers.

Tender of Notes will be accepted only in Authorized Denominations of $1,000 and integral multiples of $1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in at least the Authorized Denomination.

Any DTC participant may tender Notes by effecting a book-entry transfer of the Notes to be tendered in either Tender Offer into the account of the Tender and Information Agent at DTC and electronically transmitting its acceptance of such Tender Offer through DTC's ATOP procedures for transfer before the applicable Expiration Date of such Tender Offer. Delivery of documents to DTC does not constitute delivery to the Tender and Information Agent.

DTC will verify each acceptance transmitted to it via ATOP, execute a book-entry delivery to the Tender and Information Agent's account at DTC and send an Agent's Message to the Tender and Information Agent (collectively, the "**Tender Instructions**"). An "**Agent's Message**" is a message, transmitted by DTC to and received by the Tender and Information Agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgement from a DTC participant tendering Notes that the participant has received and agrees to be bound by the terms of the Tender Offers set forth herein and that the Offeror may enforce the agreement against the participant.

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 made only when the Agent's Message is actually received by the Tender and Information Agent. No documents should be sent to the Offeror or the Dealer Manager.

Notes Held Through a Nominee by a Beneficial Owner

Currently, all of the Notes are held in book-entry form and can only be tendered by following the procedures described under "—Notes Held with DTC by a DTC Participant." However, 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 should contact the registered holder promptly and instruct it to tender on the beneficial owner's behalf if the beneficial owner wishes to participate in either Tender Offer. You should keep in mind that your intermediary may require you to take action with respect to such Tender Offer a number of days before the applicable Expiration Date in order for such entity to tender Notes on your behalf on or prior to the applicable Expiration Date in accordance with the terms of such Tender Offer.

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 either Tender Offer. Accordingly, beneficial owners wishing to participate in either 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 beneficial owner must take action in order to participate in such Tender Offer.

Other Matters

Subject to, and effective upon, the acceptance of, and the payment of cash with respect to the Notes tendered in accordance with the terms and subject to the conditions of the Tender Offers, a tendering Holder, by submitting or sending an Agent's Message to the Tender and Information Agent in connection with the tender of Notes, will have:

(1) irrevocably agreed to sell, assign and transfer to or upon our order or our nominees' order, all right, title and interest in and to, and any and all claims in respect of or arising or having arisen as a result of the tendering Holder's status as a holder of, all Notes tendered, such that thereafter such Holder shall have no contractual or other rights or claims in law or equity against us or any fiduciary, trustee, fiscal agent or other person connected with the Notes arising under, from or in connection with such Notes;

(2) waived any and all rights with respect to the Notes tendered thereby, including, without limitation, any existing or past defaults and their consequences in respect of those Notes;

(3) released and discharged us and the Trustee from any and all claims that the Holder may have, now or in the future, arising out of or related to the Notes tendered thereby, including, without limitation, any claims that the Holder is entitled to receive additional principal or interest payments with respect to the Notes tendered thereby, other than accrued and unpaid interest on the Notes, or as otherwise expressly provided in this Offer to Purchase, or to participate in any redemption or defeasance of the Notes tendered thereby;

(4) irrevocably constituted and appointed the Tender and Information Agent as the Holder's true and lawful agent, attorney-in-fact and proxy with respect to Notes tendered, with full power of substitution (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 our order, (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, and such funds to the Holder, all in accordance with the terms of the Tender Offers; and

(5) represented, warranted and agreed that:

    (a) such Holder is the beneficial owner of, or a duly authorized representative of one or more beneficial owners of, the Notes tendered hereby, and it has full power and authority to tender the Notes;

    (b) the Notes being tendered thereby were owned as of the date of tender, free and clear of any liens, restrictions, charges and encumbrances of any kind, and we will acquire good title to those Notes, free and clear of all liens, restrictions, charges and encumbrances of any kind, when we accept the same;

    (c) such Holder will not sell, pledge, hypothecate or otherwise encumber or transfer any Notes tendered hereby from the date of this Offer to Purchase until the date that such tender is rejected by us (if at all), and any purported sale, pledge, hypothecation or other encumbrance or transfer will be void and of no effect;

    (d) such Holder is tendering Notes for its own account or for a discretionary account or accounts on behalf of one or more persons who are Holders as to which it has been instructed and has the authority to make the statements contained in this Offer to Purchase;

    (e) such Holder is otherwise a person to whom it is lawful to make available this Offer to Purchase or to make the Tender Offers in accordance with applicable laws (including the offer and distribution restrictions set out in this Offer to Purchase);

    (f) such Holder has had access to such financial and other information and has been afforded the opportunity to ask such questions of representatives of the Offeror and receive answers thereto, as it deems necessary in connection with its decision to participate in the Tender Offers;

    (g) such Holder acknowledges that the Offeror, the Dealer Manager and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgements, representations and warranties made by its submission of this Offer to Purchase, are, at any time prior to the consummation of such Tender Offer, no longer accurate, it shall promptly notify the Offeror and the Dealer Manager. If such Holder is tendering the Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account;

(h) in evaluating either Tender Offer and in making its decision whether to participate in such Tender Offer by the tender of Notes, such Holder has made its own independent appraisal of the matters referred to in this Offer to Purchase and in any related communications;

(i) the tender of Notes shall constitute an undertaking to execute any further documents and give any further assurances that may be required in connection with any of the foregoing, in each case on and subject to the terms and conditions described or referred to in this Offer to Purchase;

(j) such Holder has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from such Holder in each respect in connection with any offer or acceptance in any jurisdiction, and that such Holder has not taken or omitted to take any action in breach of the terms of the Tender Offers in respect of the Notes or which will or may result in the Offeror or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Tender Offers in respect of the Notes, as applicable, or the tender of Notes, as applicable, in connection therewith;

(k) such Holder is either (a) not a resident of and/or located in the United Kingdom; (b) an investment professional falling within the definition contained in article 19(5) of the Financial Promotion Order; (c) a creditor or member of the relevant Offeror or other person falling within article 43(2) of the Financial Promotion Order, or (d) a person to whom this Offer to Purchase and any other documents or materials relating to the Tender Offers may otherwise lawfully be communicated in accordance with the Financial Promotion Order;

(l) such Holder is either (a) not a resident of and/or located in the Republic of France; or (b) a qualified investor (investisseur qualifié) as defined in, and in accordance with, Article 2(e) of the Prospectus Regulation, as amended, and Article L.411-2 of the French Code monétaire et financier, as amended from time to time;

(m) such Holder is either (a) not a resident of and/or located in the Republic of Italy; or (b) is tendering the Notes through, an authorized person (such as an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of February 15, 2018, as amended, and Legislative Decree No. 385 of September 1, 1993, as amended) and in compliance with applicable laws and regulations and with requirements imposed by CONSOB or any other Italian authority;

(n) such Holder is either (a) not a resident of and/or located in Belgium; or (b) a qualified investor ("*investisseur qualifié*"/"*gekwalificeerde belegger*") within the meaning of Article 2(e) of the Prospectus Regulation, as referred to in Article 6, §3 of the Belgian Law of April 1, 2007 on public takeover bids (as amended from time to time), acting on its own account;

(o) such Holder is not acting on behalf of any person who could not truthfully make the representations and warranties set forth herein; and

(p) such Holder and, if applicable, any beneficial owner on whose behalf the representation is being made is not (i) an individual or entity that is currently a subject or target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, His Majesty's Treasury or other relevant sanctions authority (collectively, "**Sanctions**"), (ii) is located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, (iii) is conducting business with any person, entity or country that is subject to any Sanctions in violation of such Sanctions, (iv) has engaged or is engaging in any transaction in violation of any Sanctions or which would result in its being designated as the subject or target of any Sanctions or (v) has received notice of, or is otherwise aware of, any claim, action, suit, proceedings or investigation involving it with respect to any Sanctions (such person or entity, a "**Sanctions Restricted Person**").

By tendering Notes pursuant to either Tender Offer, a Holder will 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 and Information Agent, until receipt by the Tender and Information Agent of a properly transmitted Agent's Message. 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 this Offer to Purchase, payment of the Total Consideration and Accrued Interest, with respect to the Notes tendered for purchase and accepted by us pursuant to each Tender Offer will occur only after timely receipt by the Tender and Information 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 each Tender Offer by the procedures set forth above will constitute an agreement between the tendering Holder and us in accordance with the terms and subject to the conditions of such Tender Offer. The method of delivery of Notes, the Agent's Message and all other required documents is at the election and risk of the tendering Holder. In all cases, sufficient time should be allowed to ensure timely delivery.

Alternative, conditional or contingent tenders will not be considered valid. We reserve the right to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in our opinion, be unlawful. We also reserve the right, subject to applicable law and limitations described elsewhere in this Offer to Purchase, to waive any defects, irregularities or conditions of tender as to any particular Notes, including any delay in the submission thereof or any instruction with respect thereto. A waiver of any defect or irregularity with respect to the tender of one Note shall not constitute a waiver of the same or any other defect or irregularity with respect to the tender of any other Note. Our interpretations of the terms and conditions of each Tender Offer will be final and binding on all parties. Any defect or irregularity in connection with tenders of Notes must be cured within such time as we determine, unless waived by us. Tenders of Notes shall not be deemed to have been made until all defects and irregularities have been waived by us or cured. None of the Offeror, the Trustee, the Dealer Manager, the Tender and Information Agent 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.

No Guaranteed Delivery

The Offeror has not provided guaranteed delivery procedures in connection with the Tender Offers. If you are a beneficial owner of Notes that are held by or registered in the name of a broker, dealer, commercial bank, trust company or other nominee or custodian and you wish to tender your Notes in order to participate in either Tender Offer, you should contact your intermediary entity promptly and instruct it to tender the Notes on your behalf. You should keep in mind that your intermediary may require you to take action with respect to each Tender Offer a number of days before the applicable Expiration Date in order for such entity to tender Notes on your behalf at or prior to the applicable Expiration Date in accordance with the terms of such Tender Offer.

Withdrawal of Tenders

You may withdraw your tender of Notes at any time at or prior to the applicable Expiration Date, but tenders will thereafter be irrevocable, except in certain limited circumstances where we determine that additional withdrawal rights are required by law.

Tenders may not be validly withdrawn after the applicable Expiration Date, other than as set forth below or unless the Offeror amends the applicable Tender Offer, in which case withdrawal rights may be extended as the Offeror determines, to the extent required by law, appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment. The Offeror, in its sole discretion, may extend the applicable Expiration Date for any purpose. In addition, if the applicable Expiration Date is extended, tendered Notes may be withdrawn at any time until the earlier of (x) the extended Expiration Date of such Tender Offer and (y) 10 business days after the commencement of such Tender Offer. Tendered Notes may also be withdrawn at any time after the 60th business day after the commencement of the Tender Offers, if for any reason such Tender Offer has not been consummated within 60 business days after commencement.

For a withdrawal of a tender of Notes to be effective, the Tender and Information Agent must receive a computer-generated notice of withdrawal, transmitted by DTC on behalf of the Holder in accordance with the standard operating procedure of DTC prior to the applicable Expiration Date. Any notice of withdrawal must:

- specify the name of the Holder that tendered the Notes to be withdrawn and, if different, the name of the registered holder of such Notes (or, in the case of Notes tendered by book-entry transfer, the name of the DTC participant whose name appears on the security position as the owner of such Notes);
- identify the Notes to be withdrawn and principal amount of such Notes; and
- include a statement that the Holder is withdrawing its election to tender the Notes.

Any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Notes or otherwise comply with DTC's procedures.

A withdrawal of Notes can only be accomplished in accordance with the foregoing procedures. The Offeror will have the right, which may be waived, to reject the defective withdrawal of Notes as invalid and ineffective.

Any Notes validly withdrawn will not have been validly tendered for purchase for purposes of a Tender Offer. Any Notes that have been tendered for purchase but which are not accepted for any reason will be credited to an account with DTC specified by the Holder, as soon as practicable after withdrawal, rejection of tender or termination of such Tender Offer. Properly withdrawn Notes may be re-tendered by following one of the procedures described under "—Procedures for Tendering Notes" above at any time at or prior to the applicable Expiration Date.

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 Offeror, the Trustee, the Dealer Manager, the Tender and Information Agent 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.

Acceptance of Notes

Upon satisfaction or waiver of all of the conditions to the applicable Tender Offer and upon the terms and subject to the conditions of such Tender Offers, we will promptly pay the Total Consideration and Accrued Interest on the Settlement Date for such Notes validly tendered that have not been validly withdrawn. For purposes of the Tender Offers, we will be deemed to have accepted Notes for purchase when we give oral (promptly confirmed in writing) or written notice of acceptance to the Tender and Information Agent.

We expressly reserve the right, subject to applicable law (including 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 a Tender Offer), to (1) delay acceptance for purchase of Notes tendered under a Tender Offer or the delivery of the cash payment for the Notes accepted for purchase, or (2) terminate a Tender Offer at any time.

In all cases, we will purchase Notes that are accepted for purchase pursuant to either Tender Offer only after the Tender and Information Agent timely receives a book-entry confirmation of the transfer of the Notes into the Tender and Information Agent's account at DTC and all other required documents have been received.

We will purchase Notes accepted for purchase in either Tender Offer and pay the Total Consideration and Accrued Interest on the Settlement Date, by paying cash on the applicable Settlement Date to the Tender and Information Agent (or upon its instructions, to DTC), which will act as agent for you for the purpose of any cash payment and transmitting any cash payments to you. With respect to tendered Notes that are to be 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 such Tender Offer.

If, for any reason, acceptance for purchase of tendered Notes, or delivery of any cash amounts for validly tendered and accepted Notes, pursuant to either Tender Offer is delayed, or we are unable to accept such tendered Notes for purchase or deliver any cash amounts for such validly tendered and accepted Notes pursuant to such Tender Offer, then the Tender and Information Agent may, nevertheless, on behalf of us, retain such tendered Notes, without prejudice to our rights described under "—Expiration Date; Extension; Termination; Amendment," "—Conditions to the Tender Offers" and "—Withdrawal of Tenders," but subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return such Notes tendered promptly after the termination or withdrawal of either Tender Offer.

Holders of Notes tendered and accepted by us pursuant to either Tender Offer will be entitled to the Accrued Interest on their Notes to, but excluding, the Settlement Date, which interest shall be payable on the Settlement Date.

The Offeror will not be liable for any interest as a result of a delay by the Tender and Information Agent or DTC in distributing the consideration for each Tender Offer.

Right to Transfer or Assign Payment Obligations

We reserve the right to 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 either Tender Offer, or to pay all or any portion of the Total Consideration and the Accrued Interest for such Notes, or all of the foregoing, but any such transfer or assignment will not relieve us of our obligations under such 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 such Tender Offer or to receive the Total Consideration and Accrued Interest for Notes validly tendered and accepted for purchase pursuant to such Tender Offer.

Marketing and Trading Information

To the extent there are active trading markets for the Notes eligible for either Tender Offer, prices of such Notes may fluctuate greatly depending on the trading volume and the balance between buy and sell orders. Holders are urged to obtain current information with respect to the market prices for their Notes.

Transfer Taxes

You will not be obligated to pay any transfer taxes in connection with the tender of Notes in either Tender Offer unless you request that Notes not tendered or accepted in such Tender Offer be returned, to a person other than the tendering holder. In those cases, you will be responsible for the payment of any applicable transfer taxes.

Certain Consequences of Failure to Participate in the Tender Offers

Any of the Notes that are not tendered to us on or prior to the applicable Expiration Date or are not accepted for purchase by us will remain outstanding and will mature in accordance with their terms, and will otherwise be entitled to all the rights and privileges under the relevant indenture pursuant to which such Notes were issued.

In addition, the trading markets for Notes that are not tendered could become more limited than the existing trading markets for the Notes. More limited trading markets might adversely affect the liquidity, market prices and price volatility of the Notes. If markets for the Notes that are not tendered exist or develop, the Notes may trade at a discount to the price at which they would trade if the principal amount currently outstanding was not reduced.

For a further description of the consequences of failing to tender your Notes, see “Certain Considerations.”

Additional Purchases of Notes

Following completion of each Tender Offer, the Offeror may from time to time purchase additional Notes of either series that remain outstanding in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise, or the Offeror may redeem Notes pursuant to the terms of the relevant indenture pursuant to which such Notes were issued. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of such Tender Offer and, in either case, could be for cash or other consideration. Any future purchases 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) the Offeror will choose to pursue in the future.

Effect of Tender

Any tender by a Holder, and our subsequent acceptance of that tender, of Notes will constitute a binding agreement between that Holder and us upon the terms and subject to the conditions of the Tender Offers described in this Offer to Purchase. The participation in either Tender Offer by a tendering Holder of Notes will constitute the agreement by that Holder to deliver good and marketable title to the tendered Notes, free and clear of any and all liens, restrictions, charges, pledges, security interests, encumbrances or rights of any kind of third parties.

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 Notes for such person’s own account unless the person so tendering (i) has a net long position equal to or greater than the aggregate principal amount of the securities being tendered and (ii) will cause such securities to be delivered in accordance with the terms of each 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 (and acceptance by the Offeror) in response to either Tender Offer under the procedures described above will constitute a binding agreement between the Holder and us with respect to such Tender Offer upon the terms and subject to the conditions of such Tender Offer, including the Holder’s acceptance of the terms and conditions of such Tender Offer, as well as the Holder’s representation and warranty that (i) such Holder has a net long position in the Notes being tendered pursuant to such Tender Offer within the meaning of Rule 14e-4 under the Exchange Act and (ii) the tender of the Notes complies with Rule 14e-4.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion describes certain U.S. federal income tax considerations to beneficial owners of the Notes of the sale of Notes pursuant to the Tender Offers. This discussion applies only to Notes held as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and does not describe all of the tax consequences that may be relevant to beneficial owners in light of their particular circumstances, such as any minimum tax consequences or the special tax accounting rules under Section 451 of the Code, or to beneficial owners subject to special rules, such as:

- certain financial institutions;
- regulated investment companies;
- real estate investment trusts;
- tax-exempt entities, "individual retirement accounts" or "Roth IRAs";
- insurance companies;
- dealers or traders using a mark-to-market method of tax accounting for Notes;
- persons holding Notes as part of a hedge, "straddle" or an integrated transaction;
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;
- partnerships or other entities or arrangements classified as partnerships for U.S. federal income tax purposes; or
- U.S. expatriates.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes owns Notes, the U.S. federal income tax treatment of a partner with respect to such Notes will generally depend upon the status of the partner and the activities of the partnership. Partners in partnerships that sell Notes pursuant to the Tender Offers should consult their tax advisors as to the particular U.S. federal income tax consequences to them.

No ruling has been or will be sought from the Internal Revenue Service (the "**IRS**") regarding any tax consequences relating to the matters discussed herein. Consequently, no assurance can be given that the IRS will not assert, or that a court would not sustain, a position contrary to any of those summarized below.

This summary is based on the Code, administrative pronouncements, judicial decisions and final, temporary and proposed Treasury Regulations, in each case, in effect as of the date of the Tender Offers, changes to any of which subsequent to the date hereof may affect the tax consequences described herein, possibly with retroactive effect.

Persons holding Notes should consult their tax advisors with regard to the application of the U.S. federal tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction or any other U.S. federal tax laws, such as estate and gift tax laws or the Medicare tax on certain investment income.

Tax Consequences to Tendering U.S. Holders

As used in this section, the term "U.S. Holder" means a beneficial owner of a Note that is, for U.S. federal income tax purposes:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state thereof or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

Sale of Notes Pursuant to the Tender Offers

Upon the repurchase of a Note pursuant to the Tender Offers, a U.S. Holder will recognize taxable gain or loss in an amount equal to the difference between the amount realized on the sale (other than any portion attributable to accrued and unpaid interest) and the U.S. Holder's adjusted tax basis in the Note. A U.S. Holder's adjusted tax basis will generally be the original cost of the Note to the U.S. Holder increased by any market discount (as defined below) previously included in the U.S. Holder's gross income on the Note and decreased (but not below zero) by any amortizable bond premium that the U.S. Holder has previously amortized with respect to the Note. Amortizable bond premium is generally the excess of a U.S. Holder's tax basis in the Note immediately after its acquisition over the stated principal amount of the Note.

Subject to the application of the market discount rules discussed below, any gain or loss will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder's holding period in the Note exceeds one year at the time of the repurchase. Long-term capital gains of non-corporate U.S. Holders are generally eligible for reduced rates of taxation. The deductibility of capital losses for U.S. federal income tax purposes is subject to limitations.

The cash received attributable to accrued and unpaid interest will be treated as a payment of interest. Accordingly, to the extent that such accrued interest has not yet been included in a U.S. Holder's income, the cash received will be taxable as ordinary income.

If a U.S. Holder acquired a Note at a "market discount" (generally, at a price that is less than the stated principal amount of the Note by at least a statutorily-defined de minimis amount), any gain recognized by the U.S. Holder upon the repurchase of the Note pursuant to the Tender Offers will be treated as ordinary income to the extent of any accrued market discount that the U.S. Holder has not previously included in income as ordinary income.

Backup Withholding and Information Reporting

Information returns will be filed with the IRS in connection with payments made with respect to the Tender Offers (including any amounts attributable to accrued but unpaid interest), except with respect to a U.S. Holder who establishes that it is an exempt recipient. A U.S. Holder will be subject to backup withholding on such payments if the U.S. Holder fails to timely provide its correct taxpayer identification number and to comply with certain certification procedures or otherwise fails to establish an exemption from backup withholding. Backup withholding is not an additional tax. The amount of any backup withholding deducted from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability and may entitle the U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

Tax Consequences to Tendering Non-U.S. Holders

As used in this section, the term "Non-U.S. Holder" means a beneficial owner of a Note that is, for U.S. federal income tax purposes:

- a nonresident alien individual;
- a foreign corporation; or
- a foreign estate or trust.

This discussion does not address Non-U.S. Holders who own, actually or constructively, 10% or more of the total combined voting power of all classes of stock of the Company entitled to vote or who are controlled foreign corporations related to the Company (within the meaning of the Code). Additionally, this discussion does not describe the U.S. federal income tax consequences to Non-U.S. Holders who are individuals present in the United States for 183 days or more in the taxable year of disposition of the Notes, who will generally be subject to special rules and should consult their tax advisors regarding the U.S. federal income tax consequences applicable to them.

Sale of Notes Pursuant to the Tender Offers

Payments (including with respect to accrued and unpaid interest) to any Non-U.S. Holder in exchange for Notes surrendered in the Tender Offers will generally not be subject to U.S. federal income or withholding tax, provided that (i) the Non-U.S. Holder certifies on an applicable IRS Form W-8, under penalties of perjury, that it is not a U.S. person, and (ii) such payments are not effectively connected with the conduct of a trade or business in the United States, as discussed below. If a Non-U.S. Holder does not provide the necessary certification described in clause (i) above, any amounts received in the Tender Offers that are attributable to accrued and unpaid interest will generally be subject to U.S. federal withholding tax at a rate of 30%.

Effectively Connected Income

If a Non-U.S. Holder is engaged in a trade or business in the United States, and if income or gain on the Note is effectively connected with the conduct of that trade or business (and, if an applicable income tax treaty so requires, is attributable to a permanent establishment or fixed base maintained by such Non-U.S. Holder in the United States), the Non-U.S. Holder, although exempt from the withholding tax referred to above, will generally be taxed in the same manner as a U.S. Holder (see "—Tax Consequences to Tendering U.S. Holders" above), except that the Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or appropriate substitute form) in order to receive payments attributable to accrued and unpaid interest free of withholding. A Non-U.S. Holder should consult its tax advisor with respect to other U.S. tax consequences of the disposition of Notes in the Tender Offers including, with respect to a Non-U.S. Holder that is a foreign corporation, the possible imposition of a branch profits tax on its effectively connected earnings and profits at a rate of 30% (or lower rate under an applicable income tax treaty).

Backup Withholding and Information Reporting

Unless a Non-U.S. Holder complies with certification procedures to establish that it is not a U.S. person, the Non-U.S. Holder may be subject to backup withholding and related information reporting on any payments received in exchange for the Notes. In addition, even if the Non-U.S. Holder complies with those procedures, information reporting may apply to any amounts attributable to accrued but unpaid interest. Compliance with the certification procedures required to claim the exemption from withholding tax referred to above will satisfy the certification requirements necessary to avoid backup withholding as well. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a Non-U.S. Holder will be allowed as a credit against the Non-U.S. Holder's U.S. federal income tax liability and may entitle the Non-U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

FATCA

Provisions in the Code and Treasury Regulations promulgated thereunder commonly referred to as "FATCA" generally impose a withholding tax of 30% on payments to certain non-U.S. entities (including financial intermediaries) with respect to certain financial instruments, unless various U.S. information reporting and due diligence requirements have been satisfied. An intergovernmental agreement between the United States and the non-U.S. entity's jurisdiction may modify these requirements. Withholding under these rules (if applicable) applies to payments of accrued and unpaid interest on the Notes. The U.S. Treasury Department has released proposed regulations that, if finalized in their present form, would eliminate FATCA withholding on the gross proceeds of a sale, exchange, redemption or other disposition of a Note (other than amounts treated as interest). In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on the proposed regulations until final regulations are issued. Prospective investors should consult their own tax advisors regarding FATCA and its application to the Notes.

Tax Consequences to Non-Tendering Holders

If you do not surrender your Notes for purchase pursuant to the Tender Offers, you will not recognize any gain or loss as a result of the Tender Offers, and your adjusted tax basis, holding period and accrued market discount (if any) with respect to the Notes will be unaffected.

THE DEALER MANAGER

We have retained Citigroup Global Markets Inc. to serve as the Dealer Manager for each of the Tender Offers. We will pay a fee to the Dealer Manager for soliciting acceptances of the Tender Offers. That fee is based on the amount of Notes accepted for purchase in the Tender Offers and will be payable on completion of the Tender Offers. We will pay the fees and expenses relating to the Tender Offers. The obligations of the Dealer Manager to perform its functions are subject to various conditions. We have agreed to indemnify the Dealer Manager against various liabilities, including various liabilities under the federal securities laws. The Dealer Manager may contact Holders of Notes by mail, telephone, facsimile transmission, personal interviews and otherwise may request broker dealers and the other nominee holders to forward materials relating to either Tender Offer to beneficial holders. Questions regarding the terms of either Tender Offer may be directed to the Dealer Manager at its address and telephone number listed on the back cover page of this Offer to Purchase. At any given time, the Dealer Manager may trade the Notes or other of our securities for its own accounts or for the accounts of its customers and, accordingly, may hold a long or short position in the Notes. To the extent the Dealer Manager holds Notes during each Tender Offer, it may tender such Notes under such Tender Offer.

The Dealer Manager and its affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Dealer Manager and its respective affiliates have provided, and may in the future provide, a variety of these services to us and to persons and entities with relationships with us, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Dealer Manager and its affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively traded securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to our assets, securities and/or instruments (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with us. The Dealer Manager and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

THE TENDER AND INFORMATION AGENT

Global Bondholder Services Corporation has been appointed as the tender and information agent for each of the Tender Offers. All correspondence in connection with each Tender Offer should be sent or delivered by each Holder of Notes, or a beneficial owner's custodian bank, depositary, broker, trust company or other nominee, to Global Bondholder Services Corporation at the address and telephone number set forth on the back cover page of this Offer to Purchase.

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

We will pay the Tender and Information Agent's reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses.

TRANSMISSION OF INSTRUCTIONS TO AN ADDRESS OTHER THAN THAT OF THE TENDER AND INFORMATION AGENT AS SET FORTH ON THE BACK COVER OF THIS OFFER TO PURCHASE DOES NOT CONSTITUTE A VALID DELIVERY.

No person has been authorized to give any information or to make any representations other than those contained in this Offer to Purchase, and, if given or made, such information and representations must not be relied upon as having been authorized. This Offer to Purchase does not constitute an offer to purchase or sell or the solicitation of an offer to buy or tender any securities other than the securities to which it relates or any offer to sell or purchase or the solicitation of an offer to buy or tender such securities in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this Offer to Purchase nor any sale made hereunder shall, under any circumstances, create any implication that there has been a change in our affairs since the date hereof or that the information contained herein is correct as of any time subsequent to the date hereof.

SCHEDULE A

FORMULA FOR DETERMINING TOTAL CONSIDERATION

YLD	=	The Repurchase Yield for the applicable series of Notes, expressed as a decimal number. The Repurchase Yield equals the sum of the applicable Reference Yield and the applicable Fixed Spread.
CPN	=	The contractual rate of interest payable on a Note, calculated in accordance with the terms of such Note, expressed as a decimal number.
n	=	For all series of Notes, the number of remaining interest payment dates for the Notes from (but excluding) the Settlement Date, to (and including) their maturity date or the par call date, as applicable.
CF_i	=	The aggregate amount per $1,000 principal amount scheduled to be paid on the Notes on the "i-th" out of the n remaining interest payment dates for the Notes, assuming for this purpose that the Notes are redeemed on the par call date or paid down on the maturity date, as applicable.* Scheduled payments include interest and, on the applicable par call date or maturity date, as applicable, principal.
t_i	=	The number of days from and including the Settlement Date to but excluding the "i-th" payment date out of the n remaining interest payment dates for the Notes being priced. The number of days is computed using the 30/360 day count method in accordance with market convention.
S	=	The number of days from and including the last interest payment date for the Notes to but excluding the Settlement Date. The number of days is computed using the 30/360 day count method in accordance with market convention.
/ or	=	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.
$\sum_{i=1}^{n}$	=	Summate. The term in the brackets to the right of the summation symbol is separately calculated "n" times (substituting for "i" in that term each whole number between 1 and n, inclusive) and the separate calculations are then added together.
exp	=	Exponentiate. The term to the left of "exp" is raised to the power indicated by the term to the right of "exp."
Accrued Interest	=	$1,000(CPN/2) (S/180)
Total Consideration	=	The price per each $1,000 principal amount of Notes (excluding Accrued Interest). A tendering Holder that meets the requirements to receive the Total Consideration will receive a total amount per $1,000 principal amount (rounded to the nearest cent) equal to the Total Consideration plus Accrued Interest for any Notes purchased in the Offers.
Formula for Total Consideration	=	$\sum_{i=1}^{n}\left[\frac{CFi}{\left(1+\frac{YLD}{2}\right)\exp\left(\frac{t_i}{180}\right)}\right] - Accrued\ Interest$

* If the Repurchase Yield as determined in accordance with this Offer to Purchase is less than the contractual annual rate of interest on a particular series of Notes, then the calculation will assume the payments of such Notes are through the par call date of such Notes; if the Repurchase Yield as determined in accordance with this Offer to Purchase is higher than or equal to the contractual annual rate of interest on a particular series of Notes, then the calculation will assume that the payments of such Notes are through the maturity date of such Notes.

Any required documents should be sent or delivered by each Holder or such Holder's broker, dealer, commercial bank or other nominee to the Tender and Information Agent at the addresses set forth below.

Global Bondholder Services Corporation
65 Broadway – Suite 404
New York, New York 10006
Attn: Corporate Actions

Banks and Brokers call: (212) 430-3774
Toll free (855) 654-2014

The Tender and Information Agent for each of the Tender Offers is:
Global Bondholder Services Corporation

Confirmation:
(212) 430-3774
Email: contact@gbsc-usa.com

By Mail:	By Overnight Courier:	By Hand:
65 Broadway – Suite 404 New York, NY 10006	65 Broadway – Suite 404 New York, NY 10006	65 Broadway – Suite 404 New York, NY 10006

Questions and requests for assistance related to the Tender Offers or for additional copies of this Offer to Purchase may be directed to the Tender and Information Agent at the telephone number and address listed above.

You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Tender Offers. Questions regarding the terms of the Tender Offers may be directed to the Dealer Manager at its address and telephone number listed below.

Citigroup

Citigroup Global Markets Inc.
388 Greenwich Street, 4th Floor
New York, NY 10013
Toll-Free: +1 (800) 558-3745
Collect: +1 (212) 723-6106
Email: ny.liabilitymanagement@citi.com
Attention: Liability Management Group