



CROWNROCK, L.P.

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

| Issuer(1) | Title of Security | CUSIP Numbers | Principal Amount Outstanding | Purchase Price per \$1,000 of Notes(2) |
|-----------------|------------------------------|-------------------------|------------------------------|--|
| CrownRock, L.P. | 7.125% Senior Notes due 2021 | 228701AC2, U22870AB2 | \$405,000,000(3) | \$1,039.38 |
| CrownRock, L.P. | 7.750% Senior Notes due 2023 | 228701AE8, U22870AC0 | \$350,000,000 | \$1,078.03 |

(1) CrownRock Finance, Inc., a wholly owned subsidiary of CrownRock Partners, L.P. (“*Finance Corp.*”), is a co-issuer of each series of these securities.

(2) Holders will also receive in cash an amount equal to Accrued Interest in addition to the Purchase Price.

(3) Includes \$5.0 million of notes held by an affiliate of CrownRock, L.P. in certificated form (CUSIP No. 228701AD0) that will be tendered in the Tender Offer.

The Tender Offer will expire at 5:00 p.m., New York City time, on October 10, 2017 unless extended or earlier terminated (such time and date, as the same may be extended, the “*Expiration Time*”). Holders of Notes must validly tender and not validly withdraw their Notes (or comply with the procedures for guaranteed delivery) prior to the Expiration Time to be eligible to receive the Purchase Price. Tendered Notes may be withdrawn at any time prior to the Expiration Time.

CrownRock, L.P., a Delaware limited partnership (“*CrownRock*,” the “*Offeror*,” the “*Company*” or “*we*”), hereby offers to purchase for cash, 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*”), in the related letter of transmittal (as it may be amended or supplemented from time to time, the “*Letter of Transmittal*”) and in the related notice of guaranteed delivery (as it may be amended or supplemented from time to time, the “*Notice of Guaranteed Delivery*”) and, together with this Offer to Purchase and the Letter of Transmittal, the “*Offer Documents*”), any and all of the debt securities listed above (collectively, the “*Notes*,” and each a “*Series*” of Notes) from each registered or beneficial holder of Notes (each a “*Holder*”) upon the terms and subject to the conditions set forth in the Offer Documents. This Offer to Purchase relates to separate offers on the terms and subject to the conditions set forth in the Offer Documents (each an “*Offer*,” and collectively, the “*Tender Offer*”). Neither Offer is conditioned upon any minimum amount of Notes being tendered or the consummation of the other Offer, and each Offer may be amended, extended or terminated separately.

The consideration for each Series per each \$1,000 principal amount of Notes validly tendered and accepted for payment pursuant to the Tender Offer (the “*Purchase Price*”) is set forth in the table above. Holders whose Notes are purchased pursuant to each Offer will also receive accrued and unpaid interest thereon (“*Accrued Interest*”) from the applicable last interest payment date up to, but not including, the initial date of payment of the applicable Purchase Price for such Notes (the “*Settlement Date*”).

The consummation of each Offer and the Company’s obligation to accept for payment, and to pay for, Notes validly tendered (and not validly withdrawn) pursuant to such Offer are subject to the satisfaction of or waiver of certain conditions, including (a) the Financing Condition (as defined below) and (b) the other conditions set forth in “Principal Terms of the Offer—Conditions of the Tender Offer.”

The Dealer Manager for the Tender Offer is:



October 2, 2017

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

| Date | Calendar Date and Time | Event |
|---|--|---|
| Launch Date | October 2, 2017 | Commencement of the Tender Offer. |
| Expiration Time | 5:00 p.m., New York City time, on October 10, 2017, unless extended or earlier terminated. | The last time and day for Holders to tender Notes pursuant to the Tender Offer (or comply with the procedures for guaranteed delivery) and be eligible to receive the applicable Purchase Price, plus Accrued Interest. |
| Withdrawal Rights | Tendered Notes may be validly withdrawn at any time (i) prior to the earlier of (x) the Expiration Time and (y) if an Offer is extended, the tenth business day after commencement of such Offer, and (ii) after the 60th business day after the commencement of an Offer if for any reason such Offer has not been consummated within 60 business days after commencement. | The last time and day for Holders to withdraw previously tendered Notes. |
| Settlement Date; Payment Date for Notes Tendered by Notice of Guaranteed Delivery | Promptly after the Expiration Time, expected to be October 11, 2017, assuming that the Tender Offer is not extended or earlier terminated. The payment date for any Notes tendered pursuant to a Notice of Guaranteed Delivery would be on October 13, 2017, subject to the same assumption, and the payment for any such Notes would include accrued and unpaid interest only to, but not including, the Settlement Date. | The Offeror will deposit with the Tender Agent or, at its direction, with DTC, for distribution to the Holders entitled thereto, the amount of cash necessary to pay each Holder in respect of its Notes that are accepted for payment the applicable Purchase Price, plus Accrued Interest. For avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in an Offer. In no event will the Purchase Price be paid prior to the Expiration Time. |

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

Notwithstanding any other provision of the Tender Offer, the Offeror’s obligation to accept for purchase and to pay for Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is subject to, and conditioned upon, the satisfaction or waiver of the Financing Condition and the General Conditions (as defined below in “Principal Terms of the Tender Offer—Conditions of the Tender Offer”).

The Offeror reserves the right, subject to applicable law, with respect to one or more Series of Notes to:

- waive any and all conditions to the relevant Offer;
- extend, terminate or withdraw the relevant Offer; or
- otherwise amend the relevant Offer in any respect.

The Offeror reserves the right, with respect to any or all Series of the Notes, (a) to accept for purchase and pay for all Notes validly tendered before the Expiration Time and to keep the relevant Offer open or extend the Expiration Time to

a later date and time as announced by the Offeror and (b) to waive all conditions to the Tender Offer for Notes tendered before the Expiration Time.

The Offeror also reserves the right, subject to applicable law, to terminate or withdraw either Offer. If either Offer is terminated or withdrawn, Notes tendered pursuant to such Offer will promptly be returned to the tendering Holders.

This Offer to Purchase has not been filed with or reviewed by any federal or state securities commission or regulatory authority of any jurisdiction, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense.

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

IMPORTANT INFORMATION

All of the Notes are held in book-entry form through the facilities of DTC, with the exception of \$5,000,000 principal amount of 7.125% Senior Notes due 2021 (the “2021 Notes”), which are held in certificated form and are owned by, and registered in the name of, an affiliate of the Company (the “*Certificated 2021 Notes*”), who will tender them in the Tender Offer. If you desire to tender Notes (other than the Certificated 2021 Notes) you must transfer such Notes to the Tender Agent through DTC’s Automated Tender Offer Program (“*ATOP*”), for which the transaction will be eligible. If you hold Notes through a broker, dealer, commercial bank, trust company or other nominee, you should contact such custodian or nominee if you wish to tender your Notes. See “Principal Terms of the Tender Offer—Procedures for Tendering Notes.”

Holders must tender their Notes in accordance with the procedures set forth under “Principal Terms of the Tender Offer—Procedures for Tendering Notes.” A Holder who desires to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following procedures for guaranteed delivery set forth below under “Principal Terms of the Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery.”

Questions and requests for assistance relating to the procedures for tendering Notes or for additional copies of the Offer Documents may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for assistance relating to the terms and conditions of the Tender Offer may be directed to the Dealer Manager at its address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of the Offer Documents may also be directed to brokers, dealers, commercial banks or trust companies.

The Offer Documents contain important information that should be read before any decision is made with respect to the Tender Offer.

The Offer Documents do not constitute an offer to purchase, or the solicitation of an offer to sell, Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer or solicitation under applicable securities or blue sky laws. The Offer Documents do not constitute an offer to sell any securities or the solicitation of an offer to buy any securities (other than the Notes).

The delivery of the Offer Documents shall not under any circumstances create any implication that the information contained therein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth therein or in the affairs of the Offeror or any subsidiary or affiliate of the Offeror since the date hereof.

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

To the extent that any Notes are not tendered in the Tender Offer and the Conditions (as defined below) are satisfied, we intend to call or discharge such Notes pursuant to the terms of the applicable indenture governing such Notes. However, no assurance can be given that any untendered Notes will be called or discharged as contemplated or at all. In the event that we do not call or discharge any untendered Notes, we may, from time to time after the Expiration Time, purchase such Notes in the open market, in privately negotiated transactions or through tender or exchange offers. Any future purchases by us will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will choose to pursue.

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SUMMARY

The following summary highlights selected information from this Offer to Purchase and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere in this Offer to Purchase before making a decision regarding the Tender Offer. Cross-references contained in this summary section will direct you to a more complete discussion of a particular topic elsewhere in this Offer to Purchase.

The Offeror..... CrownRock, L.P., a Delaware limited partnership (“CrownRock,” the “Offeror,” the “Company” or “we”).

The Tender Offer The Offeror is offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer Documents, any and all of the outstanding Notes indicated in the table on the front cover of this Offer to Purchase as being subject to the Tender Offer at the price per Note (the “Purchase Price”) set forth in such table.

Notes Subject to the Tender Offer CrownRock and its wholly-owned subsidiary, Finance Corp., have co-issued all of the Notes of each Series. The following table sets forth, for each Series of Notes, the security description for the Notes, the CUSIP numbers and the aggregate principal amount outstanding for that Series of Notes:

| <u>Title of Security</u> | <u>CUSIP Nos.</u> | <u>Outstanding Principal Amount</u> |
|------------------------------|-------------------------|-------------------------------------|
| 7.125% Senior Notes due 2021 | 228701AC2, U22870AB2 | \$405,000,000 |
| 7.750% Senior Notes due 2023 | 228701AE8, U22870AC0 | \$350,000,000 |

Expiration Time; Guaranteed Deliveries The Tender Offer will expire at 5:00 p.m., New York City time, on October 10, 2017, unless extended or earlier terminated (such date and time as the same may be extended, the “Expiration Time”). Guaranteed deliveries will expire at 5:00 p.m., New York City time, on the second business day following the Expiration Time.

Withdrawal Rights Notes subject to an Offer may be validly withdrawn at any time before the earlier of (a) the Expiration Time, or (b) if such Offer is extended, the 10th business day after commencement of such Offer. Notes subject to an Offer may also be validly withdrawn in the event such Offer has not been consummated within 60 business days after commencement. See “Principal Terms of the Tender Offer—Withdrawal of Tenders.”

Settlement Date..... The payment date for any Notes not tendered pursuant to a Notice of Guaranteed Delivery will be promptly after the Expiration Time. Assuming the Tender Offer is not extended, the Offeror expects that such payment date (the “Settlement Date”) will be October 11, 2017. The payment date for any Notes tendered pursuant to a Notice of Guaranteed Delivery would be on October 13, 2017, subject to the same assumption, and payment for such Notes would include accrued and unpaid interest thereon only to, but not including, the Settlement Date.

Purchase Price The Purchase Price for each Series per each \$1,000 principal amount of Notes validly tendered and accepted for payment pursuant to the Tender Offer is indicated in the table on the cover page of this Offer to Purchase.

Accrued Interest Subject to the terms and conditions of the Tender Offer, in addition to the applicable Purchase Price, Holders who validly tender their Notes and whose Notes are accepted for purchase pursuant to the Tender Offer will also be paid accrued and unpaid interest thereon from the applicable last interest payment date up to, but not including, the Settlement Date (the “*Accrued Interest*”). For avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in an Offer.

Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender Agent or DTC.

Acceptance of Tendered Notes and Payment Upon the terms of the Tender Offer and upon satisfaction or waiver of the conditions to the Tender Offer specified herein under “Principal Terms of the Tender Offer—Conditions of the Tender Offer,” the Offeror will (a) accept for purchase all of its Notes subject to the Tender Offer validly tendered (or defectively tendered, if the Offeror has waived such defect) and not validly withdrawn before the Expiration Time, and (b) promptly pay the Purchase Price (plus the applicable Accrued Interest) on the Settlement Date.

The Offeror reserves the right, subject to applicable laws, to (a) accept for purchase and pay for all Notes validly tendered to the Offeror before the Expiration Time with respect to the relevant Offer and to keep the relevant Offer open or extend the Expiration Time with respect to the relevant Offer to a later date and time with respect to any or all Series of Notes as announced by the Offeror and (b) waive all conditions to the relevant Offer for Notes tendered to the Offeror before the Expiration Time with respect to such Offer.

Conditions of the Tender Offer The Offeror’s obligation to accept for purchase and pay for the validly tendered Notes that have not been validly withdrawn is subject to, and conditioned upon, satisfaction or waiver of the Financing Condition and the General Conditions.

See “Principal Terms of the Tender Offer—Conditions of the Tender Offer.” Neither Offer is conditioned on any minimum amount of Notes being tendered or the consummation of the other Offer.

Purpose of the Tender Offer and Source of Funds The purpose of the Tender Offer is to retire a portion of the Offeror’s outstanding public debt. Any Notes that are tendered and accepted in the Tender Offer will be retired and canceled.

The Offeror expects to pay for the Notes purchased in the Tender Offer with proceeds from the issuance of new senior notes. See “Source of Funds.”

Procedures for Tendering Notes See “Principal Terms of the Tender Offer—Procedures for

Tendering Notes.”

A Holder who desires to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following the procedures for guaranteed delivery set forth below under “—Procedures for Tendering Notes—Guaranteed Delivery.”

- Consequences of Failure to Tender** Your rights and the obligations of the Offeror under the Notes that remain outstanding after the consummation of the Tender Offer will not change as a result of the Tender Offer. However, the purchase of any Notes in the Tender Offer will result in a smaller trading market for the remaining outstanding principal amount of the Series of such Notes, which may cause the market for such Notes to be less liquid and more sporadic, and market prices for such Notes may fluctuate significantly depending on the volume of trading in that Series of Notes. See “Certain Considerations—The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes” and “Certain Considerations—Treatment of Notes Not Tendered in the Tender Offer.”
- U.S. Federal Income Tax Consequences** For a summary of certain U.S. federal income tax consequences of the Tender Offer, see “Certain United States Federal Income Tax Consequences.”
- Tender Agent and Information Agent** D.F. King & Co., Inc. is the Tender Agent and Information Agent for the Tender Offer. The address and telephone numbers of D.F. King & Co., Inc. are listed on the back cover page of this Offer to Purchase.
- Dealer Manager** Credit Suisse Securities (USA) LLC is the Dealer Manager for the Tender Offer. The address and telephone numbers of the Dealer Manager are listed on the back cover page of this Offer to Purchase.

LIMITED AVAILABILITY OF PUBLIC INFORMATION

The Company has not registered any securities with the Securities and Exchange Commission (the “*Commission*”), and the Company is not currently required to file annual, quarterly or current reports or other information with the Commission pursuant to the Securities Exchange Act of 1934 (the “*Exchange Act*”). However, in accordance with the indentures governing the Notes, the Company furnishes to the Holders annual and quarterly periodic reports. None of these reports is incorporated by reference in this Offer to Purchase.

The Company’s website is located at www.crownrocklp.com. The information on or accessible through this website is not part of, or incorporated by reference in, this Offer to Purchase and should not be relied upon in connection with making any decision with respect to the Tender Offer.

FORWARD-LOOKING STATEMENTS

Any statements contained in this Offer to Purchase that are not historical facts (including without limitation statements to the effect that the Company “believes,” “expects,” “anticipates,” “plans,” “intends,” “foresees” or other similar expressions) are forward-looking statements. These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond the Company’s control, and based on the Company’s expectations, which reflect estimates and assumptions made by the Company’s management. Although the Company believes such estimates and assumptions to be reasonable, they are inherently uncertain and involve a number of risks and uncertainties that are beyond the Company’s control. In addition, the Company’s management’s assumptions about future events may prove to be inaccurate. The Company’s management cautions all readers that the forward-looking statements contained in this Offer to Purchase are not guarantees of future performance, and the Company cannot assure any reader that such statements will be realized or the forward-looking events and circumstances will occur.

The Company specifically disclaims all responsibility to publicly update any information contained in a forward-looking statement or any forward-looking statement except as required by law.

These cautionary statements qualify all forward-looking statements attributable to the Company or persons acting on the Company’s behalf.

THE OFFEROR

CrownRock is an independent oil and natural gas company engaged in the acquisition, development, exploitation and exploration of oil and natural gas properties. The Company’s assets are located in Texas, New Mexico and Utah, and its operations are primarily focused on the development of its core Permian Basin assets.

CrownRock was organized in February 2007 as a Delaware limited partnership, and its principal executive offices are located at 18 Desta Drive, Midland, Texas 79705, and its telephone number there is (432) 818-0300.

PRINCIPAL TERMS OF THE TENDER OFFER

General

The Offeror is offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer Documents, the outstanding Notes set forth on the front cover of this Offer to Purchase. The Offer to Purchase consists of an offer by CrownRock to purchase for cash any and all of its outstanding 2021 Notes and its 7.750% Senior Notes due 2023 (the “*2023 Notes*”). Certain subsidiaries of CrownRock have fully and unconditionally guaranteed all the Notes issued by CrownRock and Finance Corp.

The purchase price offered for each \$1,000 principal amount of Notes subject to the Tender Offer validly tendered and not validly withdrawn before the Expiration Time and accepted for purchase is the Purchase Price set forth in the table on the front cover of this Offer to Purchase, which will be payable on the Settlement Date. In no event will Purchase Price be paid prior to the Expiration Time.

A Holder who desires to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following the procedures for guaranteed delivery set forth below under “—Procedures for Tendering Notes—Guaranteed Delivery.”

Upon the terms and subject to the conditions of the Tender Offer, in addition to the Purchase Price, Holders who validly tender and do not validly withdraw their Notes and whose Notes are accepted for purchase pursuant to the Tender Offer will also be paid the applicable Accrued Interest thereon. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender Agent or DTC.

The Offeror’s obligation to pay the Purchase Price plus Accrued Interest is conditioned, among other things, on the satisfaction or waiver of certain conditions, as set forth in the section titled “—Conditions of the Tender Offer.” The Offeror reserves the right, in its sole discretion, to waive or modify any one or more of the conditions to the Tender Offer in whole or in part at any time before the date that any Notes are first accepted for purchase. Neither Offer is conditioned on any minimum amount of Notes being tendered or on the consummation of the other Offer.

Any Notes tendered but not purchased will be returned to the Holders at the Offeror’s expense promptly following the earlier of the Expiration Time or the date on which the Tender Offer is terminated or withdrawn, and will remain outstanding.

Purchase Price

The Purchase Price for each Series of Notes is set forth in the table on the cover page of this Offer to Purchase.

In addition to the applicable Purchase Price paid to Holders of Notes, Holders will be paid the applicable Accrued Interest per \$1,000 principal amount of Notes sold pursuant to the Tender Offer.

Purpose of the Tender Offer

The purpose of the Tender Offer is to retire a portion of the Offeror’s outstanding public debt. Any Notes that are tendered and accepted in the Tender Offer will be retired and canceled. See “Certain Considerations—The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes.”

To the extent that any Notes are not tendered in the Tender Offer and the Conditions (as defined below) are satisfied, we intend to call or discharge such Notes pursuant to the terms of the applicable indenture governing such Notes. However, no assurance can be given that any untendered Notes will be called or discharged as contemplated or at all. In the event that we do not call or discharge any untendered Notes, we may, from time to time after the Expiration Time, purchase such Notes in the open market, in privately negotiated transactions or through tender or exchange offers. Any future purchases by us will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will choose to pursue.

Conditions of the Tender Offer

Notwithstanding any other provision of the Tender Offer, the Offeror will not be obligated to accept for purchase, or pay for, validly tendered Notes of either Series pursuant to the Tender Offer, if the Financing Condition and the General Conditions, each as defined below, have not been satisfied with respect to such Notes prior to the Expiration Time. The purchase of any Notes is not conditioned upon the purchase of any other Notes, and the consummation of either Offer is not conditioned upon the consummation of the other Offer.

Notwithstanding any other provision of the Tender Offer, the Offeror’s obligation to accept for purchase, and to pay for, any Notes validly tendered and not validly withdrawn pursuant to either Offer is conditioned upon the following having occurred or been satisfied or having been waived by the Offeror prior to the Expiration Time:

- the completion of a contemporaneous senior notes offering by CrownRock on terms and conditions (including, but not limited to, the amount of proceeds raised in such offering) satisfactory to CrownRock (the “*Financing Condition*”); and

- the following shall not have occurred (the “*General Conditions*” and, together with the Financing Condition, the “*Conditions*”):
 - (i) any general suspension of trading in, or limitation on prices for, securities in the United States securities or financial markets, (ii) a material impairment in the trading market for debt securities, (iii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (iv) any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States, (v) any attack on, outbreak or escalation of hostilities or acts of terrorism involving the United States that would reasonably be expected to have a materially disproportionate effect on CrownRock’s (or its subsidiaries’) business, operations, condition or prospects relative to other companies in the same industry, or (vi) any significant adverse change in the United States securities or financial markets generally, or, in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof;
 - the existence of any order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that either:
 - challenges the making of the Tender Offer or would (or would be reasonably likely to) prohibit, prevent, restrict or delay, or otherwise adversely affect in any material manner, the Tender Offer; or
 - in the Offeror’s reasonable judgment, is (or is reasonably likely to be) materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of CrownRock or its subsidiaries;
 - any instituted or pending action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, that challenges the making of the Tender Offer or is reasonably likely to directly or indirectly prohibit, prevent, restrict or delay the consummation of the Tender Offer or otherwise adversely affects the Tender Offer in any material manner;
 - any other actual or threatened legal impediment to the Tender Offer or any other circumstances that would materially adversely affect the transactions contemplated by the Tender Offer, or the contemplated benefits of the Tender Offer to the Offeror or its affiliates;
 - any event or events or the likely occurrence of an event or events that would or might reasonably be expected to prohibit, restrict or delay the consummation of the Tender Offer or materially impair the contemplated benefits of the Tender Offer; or
 - the trustee for either Series of Notes shall not have objected in any respect to, or taken any action that would be reasonably likely to materially and adversely affect, the consummation of the Tender Offer, or taken any action that challenges the validity or effectiveness of the procedures used by the Offeror in the making of the Tender Offer or in the acceptance of Notes.

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

Subject to applicable law, the Offeror expressly reserves the right, in its sole discretion, to terminate or withdraw either Offer at any time with respect to either or both Series of its Notes. If the Offeror terminates or withdraws an Offer in whole or in part, it will give immediate notice to the Tender Agent and all of the Notes theretofore tendered pursuant to

such Offer and not accepted for payment will be returned promptly to the tendering Holders thereof. See “—Withdrawal of Tenders” below.

Procedures for Tendering Notes

Expiration Time; Extensions; Amendments

The Tender Offer will expire at the Expiration Time. The Offeror, in its sole discretion, may extend the Expiration Time in respect to either Series of its Notes, for any purpose, including to permit the satisfaction or waiver of all conditions to the Tender Offer. To extend the Expiration Time, the Offeror will notify the Tender Agent and will make a public announcement thereof before 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time. Such announcement will state that the Offeror is extending the applicable Offer for a specified period or on a daily basis. Without limiting the manner in which the Offeror may choose to make a public announcement of any extension, amendment or termination of the relevant Offer, the Offeror will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release.

The Offeror expressly reserves the right, subject to applicable law, to:

- delay accepting any Notes, to extend an Offer period or to terminate or withdraw an Offer and not accept Notes, as to either or both Series of its Notes; and
- amend, modify or waive at any time, or from time to time, the terms of either Offer in any respect as to either or both Series of its Notes, including waiver of any conditions to consummation of such Offer.

If the Offeror exercises any such right, the Offeror will give written notice thereof to the Tender Agent and will make a public announcement thereof as promptly as practicable. The minimum period during which either Offer will remain open following material changes in the terms of such Offer or in the information concerning such Offer will depend upon the facts and circumstances of such change, including the relative materiality of the changes. With respect to any material change in Purchase Price, the Offeror will extend the relevant Expiration Time by at least five business days, if the Offer would otherwise expire during such period. If any of the terms of an Offer are amended in a manner determined by the Offeror to constitute a material change adversely affecting any Holder, the Offeror will disclose any such amendment in a press release at or prior to 10:00 a.m., New York City time, on the day of such amendment, and the Offeror will extend such Offer for at least three business days, if such Offer would otherwise expire during such time period.

How to Tender Notes

All Notes are held in book-entry form, except for the Certificated 2021 Notes. The Holder of the Certificated 2021 Notes may tender them by delivering them to the Company at its offices in Midland, Texas, prior to the Expiration Time, together with a Letter of Transmittal properly completed and signed by the Holder. If the Certificated 2021 Notes are accepted for payment, the Company will pay the Holder the Purchase Price therefor, together with Accrued Interest, by check or by such other method as the Company and the Holder may agree.

Any beneficial owner whose Notes are held in book-entry form through a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes should contact such broker, bank, dealer or other nominee promptly and instruct such nominee to submit instructions on such beneficial owner’s behalf. In some cases, the bank, broker, dealer or other nominee may request submission of such instructions on a Beneficial Owner’s Instruction Form. Please check with your nominee to determine the procedures for such firm.

Any acceptance of an Agent’s Message (defined below) transmitted through ATOP is at the election and risk of the person transmitting an Agent’s Message and delivery will be deemed made only when actually received by the Tender Agent. Delivery of tendered Notes must be made to the Tender Agent pursuant to the book-entry delivery procedures set forth below or the tendering DTC participant must comply with the guaranteed delivery procedures set forth below.

The tender by a Holder pursuant to the procedures set forth herein will constitute an agreement between such Holder and the Offeror in accordance with the terms and subject to the conditions set forth herein. Except as otherwise provided herein, delivery of Notes in book-entry form will be deemed made only when the Agent’s Message is actually received by the Tender Agent. No documents should be sent to the Offeror or the Dealer Manager.

Book-Entry Transfer

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

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

Guaranteed Delivery

If a Holder desires to tender Notes pursuant to the Tender Offer and (1) time will not permit such Holder's Letter of Transmittal or other required documents to reach the Tender Agent prior to the Expiration Time or (2) such Holder cannot complete the procedures for book-entry transfer prior to the Expiration Time, such Holder may effect a tender of Notes if all of the following are complied with:

- such tender is made by or through an Eligible Institution (defined below);
- prior to the Expiration Time, the Tender Agent has received from such Eligible Institution, at the address of the Tender Agent set forth on the last page of this Offer to Purchase, a physical copy of a properly completed and duly executed Notice of Guaranteed Delivery (by manually signed facsimile transmission, mail or hand delivery) in substantially the form provided by CrownRock setting forth the name and address of the DTC participant tendering Notes of behalf of the Holder(s) and the principal amount of Notes being tendered and guaranteeing that, no later than the close of business on the second business day after the Expiration Time, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) or a properly transmitted Agent's Message, together with confirmation of book-entry transfer thereof pursuant to the procedures set forth under the caption "—Procedures for Tendering Notes—Book Entry Transfer," and any other documents required by the Letter of Transmittal, will be deposited by such Eligible Institution with the Tender Agent; and
- a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) or a properly transmitted Agent's Message, together with confirmation of book-entry transfer thereof pursuant to the procedures set forth under the caption "—Procedures for Tendering Notes—Book Entry Transfer," and all other required documents are received by the Tender Agent no later than the close of business on the second business day after the Expiration Time.

Notwithstanding the foregoing, if the ATOP procedures are used to tender Notes, the tendering DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, such DTC participant will be bound by the terms of the Notice of Guaranteed Delivery just as if it had completed and physically delivered such document.

Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer, including those tendered through the guaranteed delivery procedures.

"Eligible Institution" means a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, a commercial bank or trust company having an office or correspondent in the United States

or an “Eligible Guarantor Institution” within the meaning of Rule 17Ad-15(a)(2) under the Exchange Act. In the Offer Documents, the term “business day” means any day, other than Saturday, Sunday or a federal holiday.

The Eligible Institution that tenders Notes by guaranteed delivery must comply with DTC’s applicable procedures and must deliver the Letter of Transmittal or Agent’s Message, together with confirmation of book-entry transfer thereof, to the Tender Agent within the time period stated above. **Failure to do so will result in an invalid tender of the related Notes and could result in a financial loss to such Eligible Institution.**

Guaranteed deliveries will expire at 5:00 p.m., New York City time, on October 12, 2017, and the settlement date for Notes purchased in guaranteed deliveries will take place on October 13, 2017, in each case unless the Expiration Time is extended.

Your Representations and Warranties; the Offeror’s Acceptance Constitutes an Agreement

A tender of Notes under the procedures described above will constitute your acceptance of the terms and conditions of the Tender Offer. In addition, by instructing your custodian or nominee to tender your Notes in the Tender Offer, you are representing, warranting and agreeing that:

- you have received the Offer Documents and agree to be bound by all the terms and conditions of the Tender Offer;
- you have full power and authority to tender, sell, assign and transfer your Notes;
- you have assigned and transferred the Notes to the Tender Agent and constitute and appoint the Tender Agent as your true and lawful agent and attorney-in-fact to cause your Notes to be tendered in the Tender Offer, that power of attorney being irrevocable and coupled with an interest;
- your Notes are being tendered, and will, when accepted by the Tender Agent, be free and clear of all charges, liens, restrictions, claims, equitable interests and encumbrances, other than the claims of a Holder under the express terms of the Tender Offer; and
- you will, upon the Offeror’s request or the request of the Tender Agent, as applicable, execute and deliver any additional documents necessary or desirable for the completion of the tender of the Notes.

Your custodian or other nominee, by delivering, or causing to be delivered, the Notes and the completed Agent’s Message, Letter of Transmittal or Notice of Guaranteed Delivery to the Tender Agent is representing and warranting that you, as owner of the Notes, have represented, warranted and agreed to each of the above.

The Offeror’s acceptance for payment of Notes tendered under the Tender Offer will constitute a binding agreement between you and the Offeror upon the terms and conditions of the Tender Offer described in the Offer Documents.

Acceptance of Notes for Purchase; Payment of Notes

Upon the terms and subject to the conditions of the Tender Offer, the Offeror will accept for purchase, and pay for, Notes validly tendered and not validly withdrawn upon the satisfaction or waiver of the conditions to the Tender Offer specified under “Principal Terms of the Tender Offer—Conditions of the Tender Offer.” Such Offeror will promptly pay for Notes accepted for purchase. In all cases, payment for Notes accepted for purchase pursuant to the Tender Offer will be made only after confirmation of book-entry transfer thereof.

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

For purposes of the Tender Offer, the Offeror will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which the Offeror has waived such defect) if, as, and when the Offeror gives oral (promptly confirmed in writing) or written notice thereof to the Tender Agent (or, in the case of the Certificated 2021 Notes, to the Holder thereof). With respect to tendered Notes that are to be returned to Holders, such Notes will be returned without expense to the tendering Holder promptly (or, in the case of Notes tendered by book-entry transfer, such Notes will be credited to the account maintained at DTC from which such Notes were delivered) after the expiration or termination or withdrawal of the Tender Offer.

The Offeror will pay for Notes tendered via the ATOP procedures and accepted for purchase in the Tender Offer by depositing such payment in cash with the Tender Agent or, upon its instructions, DTC, which will act as agent for the tendering Holders for the purpose of receiving tenders of Notes, the Purchase Price and Accrued Interest and transmitting the Purchase Price and Accrued Interest to such Holders. Upon the terms and subject to the conditions of the Tender Offer, delivery by the Offeror to the Tender Agent or DTC, as the case may be, of the Purchase Price and Accrued Interest for Notes tendered via the ATOP procedures and accepted for purchase in the Tender Offer will be made on the Settlement Date or, in the case of any Notes tendered pursuant to the Notice of Guaranteed Delivery, on the third business day following the Expiration Time.

Notes may be tendered and guarantees may be delivered only in principal amounts equal to the minimum authorized denomination of each Series, which is \$2,000, and integral multiples of \$1,000 in excess of the minimum authorized denomination. Alternative, conditional or contingent tenders will not be considered valid. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$2,000.

By tendering their notes, Holders will be deemed to waive any right to receive any notice of the acceptance of their Notes for purchase.

If, for any reason, acceptance for purchase of, or payment for, validly tendered Notes pursuant to the Tender Offer is delayed, or the Offeror is unable to accept for purchase or to pay for validly tendered Notes pursuant to the Tender Offer, then the Tender Agent may, nevertheless, on behalf of the Offeror, retain the Notes tendered in book-entry form (and the Company may do the same respecting the Certificated 2021 Notes), without prejudice to the rights of the Offeror described above under “—Procedures For Tendering Notes—Expiration Time; Extensions; Amendments” and under “—Conditions of the Tender Offer” above and “—Withdrawal of Tenders” below, but subject to Rule 14e-1 under the Exchange Act, which requires that the Offeror pay the consideration offered or return the Notes tendered promptly after the termination or withdrawal of the Tender Offer.

If any Notes tendered pursuant to the ATOP procedures are not accepted for payment for any reason pursuant to the terms and conditions of the Tender Offer, such Notes will be credited to an account maintained at DTC, designated by the participant therein who so delivered such Notes, promptly following the Expiration Time or the termination or withdrawal of the Tender Offer. If the Certificated 2021 Notes are tendered but not accepted for payment for any reason pursuant to the terms and conditions of the Tender Offer, the Company will return such Notes to the Holder, promptly following the Expiration Time or the termination or withdrawal of the Tender Offer.

The Offeror may 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 tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve the Offeror of its obligations under the Tender Offer and will in no way prejudice the rights of tendering Holders to receive payment for Notes validly tendered and not validly withdrawn and accepted for payment pursuant to the Tender Offer.

Holders of Notes tendered and accepted for payment pursuant to the Tender Offer will be entitled to Accrued Interest payable on the Settlement Date. Under no circumstances will any additional interest be payable because of any delay by the Tender Agent or DTC in the transmission of funds to the Holders of purchased Notes or otherwise.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Offeror, the Dealer Manager, the Tender Agent or Information Agent, or to pay transfer taxes with respect to the purchase of their Notes. If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you should ask your broker, dealer, commercial bank, trust company or other nominee if you will be charged a fee to tender your Notes through such broker, dealer, commercial bank, trust company or other nominee. The Offeror will

pay all other charges and expenses in connection with the Tender Offer. See “The Dealer Manager, the Tender Agent and the Information Agent.”

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tendered Notes pursuant to any of the procedures described above will be determined by the Offeror in its sole discretion (whose determination shall be final and binding). The Offeror expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all tenders of the Notes determined by it not to be in proper form or if the acceptance for payment of, or payment for, such Notes may, in the opinion of the Offeror, be unlawful. The Offeror also reserves the absolute right, in its sole discretion, subject to applicable law, to waive or amend any of the conditions of this Offer to Purchase or to waive any defect or irregularity in any tender with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Offeror’s interpretation of the terms and conditions of this Offer to Purchase (including the Letter of Transmittal and the Instructions thereto) will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Offeror determines, unless waived by the Offeror. Tenders of Notes shall not be deemed to have been made until all defects or irregularities have been waived by the Offeror or cured. None of the Offeror, the Dealer Manager, the Tender Agent, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

Backup Withholding and Information Reporting

For a summary of certain backup withholding and information reporting requirements applicable to tendering Holders, see “Certain United States Federal Income Tax Consequences.”

Withdrawal of Tenders

Notes subject to the Tender Offer may be validly withdrawn at any time before the earlier of (i) the Expiration Time, or (ii) if the Tender Offer is extended, the 10th business day after commencement of the Tender Offer. Notes subject to the Tender Offer may also be validly withdrawn in the event the Tender Offer has not been consummated within 60 business days after commencement. If the Tender Offer is terminated or withdrawn, the Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

For a withdrawal of Notes tendered via the ATOP procedures to be effective, the Tender Agent must receive a written or facsimile transmission withdrawal notice before the applicable time described above by a properly transmitted “Request Message” through ATOP. Any such notice of withdrawal must (i) specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes, (ii) contain the description of the Notes to be withdrawn and the aggregate principal amount represented by such Notes, (iii) if other than a notice transmitted through ATOP, be signed by the Holder of such Notes in the same manner as the original signature on the Letter of Transmittal by which such Notes were tendered (including any required signature guarantees), or be accompanied by (x) documents of transfer sufficient to have the trustee for such Notes register the transfer of the Notes into the name of the person withdrawing such Notes and (y) a properly completed irrevocable proxy authorizing such person to effect such withdrawal on behalf of such Holder, and (iv) specify the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes. For a withdrawal of the Certificated 2021 Notes to be effective, the Company must receive a written or facsimile transmission withdrawal notice before the applicable time described above. A withdrawal of Notes may only be accomplished in accordance with the foregoing procedures.

Holders may not rescind their withdrawal of tenders of Notes, and any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer. Notes validly withdrawn may thereafter be retendered at any time before the Expiration Time by following the procedures described under “—Procedures for Tendering Notes.”

The Offeror will determine all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender, in its sole discretion, which determination shall be final and binding. The Offeror expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all attempted withdrawals of the Notes determined by it not to be in proper form or if the withdrawal of such Notes may, in the opinion of the Offeror, be unlawful. The Offeror also reserves the absolute right, in its sole discretion, subject to applicable law, to waive any defect or irregularity in any withdrawal with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. None of the Offeror, the Dealer Manager, the Tender Agent, the

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.

If the Offeror is delayed in its acceptance for purchase of, or payment for, any Notes or is unable to accept for purchase or pay for any Notes pursuant to the Tender Offer for any reason, then, without prejudice to the Offeror's rights hereunder, but subject to applicable law, tendered Notes may be retained by the Tender Agent on behalf of the Offeror (or, in the case of the Certificated 2021 Notes, by the Offeror) and may not be validly withdrawn (subject to Rule 14e-1 under the Exchange Act, which requires that the Offeror pay the consideration offered or return the Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the applicable Offer).

The Notes are debt obligations of CrownRock and the co-issuer, Finance Corp., which CrownRock organized solely for the purpose of being an obligor on certain debt of CrownRock. The 2021 Notes are governed by the Indenture dated as of April 15, 2013 among CrownRock, Finance Corp., the Guarantors party thereto and MUFG Union Bank, N.A., as Trustee, as amended and supplemented by the First Supplemental Indenture thereto, and the 2023 Notes are governed by the Indenture dated as of February 6, 2015 among CrownRock, Finance Corp., the Guarantors party thereto and MUFG Union Bank, N.A., as Trustee. There are no appraisal or other similar statutory rights available to Holders in connection with the Tender Offer.

The Tender Agent will return to tendering Holders all Notes in respect of which it has received valid and timely withdrawal instructions, promptly after it receives such instructions.

Holders can withdraw the tender of their Notes only in accordance with the foregoing procedures.

CERTAIN CONSIDERATIONS

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

Position of the Offeror Concerning the Tender Offer

None of the Offeror, the Dealer Manager, the Tender Agent or the Information Agent makes any recommendation to any Holder whether to tender or refrain from tendering any or all of such Holder's Notes, and none of them has authorized any person to make any such recommendation. Holders are urged to evaluate carefully all information in the Offer Documents, consult their own investment and tax advisors and make their own decisions whether to tender Notes.

The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes

All Notes validly tendered and accepted in the Tender Offer will be retired and canceled. Historically, the trading market for each Series of Notes has been limited. To the extent that Notes of either Series are tendered and accepted in an Offer, the trading market for Notes of that Series will likely become further limited. A bid for a debt security with a smaller outstanding principal amount available for trading (a smaller "float") may be lower than a bid for a comparable debt security with a greater float. Therefore, the market price for and liquidity of Notes not tendered or tendered but not purchased may be affected adversely to the extent that the principal amount of Notes purchased pursuant to the Tender Offer reduces the float. The reduced float may also tend to make the trading price more volatile.

Holders of unpurchased Notes may attempt to obtain quotations for their Notes from their brokers; however, there can be no assurance that an active trading market will exist for Notes of either Series following consummation of Tender Offer. The extent of the public market for Notes of either Series following consummation of the Tender Offer will depend upon a number of factors, including the size of the float, the number of Holders remaining at such time, and the interest in maintaining a market in Notes of that Series on the part of securities firms.

Conditions to the Consummation of the Tender Offer

The consummation of the Tender Offer is subject to the satisfaction of several conditions. See "Principal Terms of the Tender Offer—Conditions of the Tender Offer." There can be no assurance that such conditions will be met or that, in

the event that the Tender Offer is not consummated, the market value and liquidity of the Notes will not be materially adversely affected.

Treatment of Notes Not Tendered in the Tender Offer

Notes not tendered and purchased in the Tender Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the indentures governing the Notes, will remain unchanged. No amendments to these documents are being sought.

Depending upon the results of either Offer, we may or may not elect to redeem any of the Notes that were subject to that Offer but remain outstanding afterwards; and, if we do elect to redeem any such Notes, we may redeem them, pursuant to the terms of the indentures governing the Notes, either promptly after consummating the Offer or at one or more later times, including on or after the first call date for such Notes. If we elect to redeem the Notes of either Series in such circumstances, we may or may not elect to redeem the Notes of the other Series. Additionally, if we choose not to redeem any remaining Notes, we may, from time to time after the Expiration Time, purchase such Notes in the open market, in privately negotiated transactions or through tender or exchange offers. Any future purchases by us will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will choose to pursue.

SOURCE OF FUNDS

The Offeror expects to obtain the funds required to consummate the Tender Offer from the issuance of new senior notes in the pending offering. See “Principal Terms of the Tender Offer—Conditions of the Tender Offer.”

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a general summary of certain U.S. federal income tax consequences of the Tender Offer that may be relevant to beneficial owners of the Notes but does not purport to be a complete analysis of all the potential tax considerations related thereto. This summary is based on the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), Treasury regulations promulgated thereunder, administrative rulings and court decisions, all as in effect as of the date hereof and all of which may be subject to differing interpretations and/or change at any time (possibly with retroactive effect). We have not sought and will not seek any ruling from the Internal Revenue Service (the “IRS”) or an opinion of counsel regarding the matters described below. We cannot assure you that the IRS will not challenge one or more of the tax consequences described in this discussion.

This summary assumes that the Notes are held as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). This summary is not a complete description of all the tax consequences of a tender pursuant to the Tender Offer or to persons subject to special treatment under U.S. federal income tax law (including, for example, financial institutions, dealers in securities or currencies, traders that mark to market, former citizens or long-term residents of the United States, persons who hold their Notes as part of a hedge, straddle or conversion transaction, insurance companies, regulated investment companies, real estate investment trusts, entities treated as partnerships for U.S. federal income tax purposes and holders of interests therein, U.S. Holders (as defined below) whose functional currency is not the U.S. dollar, persons subject to the alternative minimum tax or tax-exempt entities). In addition, this summary does not address U.S. federal estate or gift tax laws, the Medicare tax on net investment income or the tax considerations arising under the laws of any state, local or foreign jurisdiction.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of a partner of the partnership generally will depend upon the status of the partner and the activities of the partnership and certain determinations made at the partner level. If you are a partner of a partnership holding Notes, you are urged to consult your own tax advisor about the U.S. federal income tax consequences of the Tender Offer.

Moreover, this discussion does not address the consequences to (i) Holders who participate in the Tender Offer and also purchase any new senior notes in the contemporaneous offering and (ii) Holders of the Certificated 2021 Notes who participate in the Tender Offer. Such Holders should consult their tax advisors.

This summary of certain U.S. federal income tax consequences is not intended, and should not be construed, to be tax or legal advice to any particular Holder. Holders are advised to consult their own tax advisors concerning the application of the U.S. federal income, estate and gift tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction or any applicable tax treaties, and the possible effect of changes in applicable tax law.

Consequences to Tendering U.S. Holders

The following discussion is limited to the U.S. federal income tax consequences relevant to a Holder that is a U.S. Holder. A “U.S. Holder” is any beneficial owner of Notes that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (i) if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or (ii) that has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person under the Code.

Tender of Notes Pursuant to the Tender Offer

In general, a U.S. Holder that receives cash for Notes pursuant to the Tender Offer will recognize gain or loss equal to the difference, if any, between (i) the amount of cash received (excluding amounts attributable to accrued but unpaid interest, which will be taxable as ordinary income to the extent not previously included in such U.S. Holder's income) and (ii) such U.S. Holder's adjusted tax basis in such Notes. A U.S. Holder's adjusted tax basis in a Note is generally equal to the price such Holder paid for the Note, increased by any market discount (as described below) previously included in such U.S. Holder's gross income with respect to the Note and decreased (but not below zero) by any amortizable bond premium which the U.S. Holder has previously deducted with respect to the Note. Amortizable bond premium is generally defined as the excess of a U.S. Holder's tax basis in the Note immediately after its acquisition by such U.S. Holder over the Note's principal amount. Subject to the discussion below regarding market discount, any gain or loss recognized on a tender of a Note will generally 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, for U.S. federal income tax purposes, is more than one year at the time of the disposition pursuant to the Tender Offer. Long-term capital gains recognized by certain non-corporate U.S. Holders currently are eligible for reduced rates of taxation. The deductibility of capital losses may be subject to limitation.

Any gain recognized by a tendering U.S. Holder will be treated as ordinary income rather than capital gain to the extent of any market discount on the Notes that has accrued during the period that the tendering U.S. Holder held the Notes and that has not previously been included in income by the U.S. Holder. A Note generally will be considered to be acquired with market discount if the initial tax basis of the Note in the hands of the U.S. Holder immediately after its acquisition was less than the principal amount of the Note by more than a specified de minimis amount. Market discount accrues on a ratable basis, unless the U.S. Holder elects to accrue the market discount using a constant-yield method. U.S. Holders should consult their tax advisors as to the portion of any gain that could be taxable as ordinary income under the market discount rules.

Consequences to Tendering Non-U.S. Holders

The following discussion is limited to the U.S. federal income tax consequences relevant to a Holder that is a Non-U.S. Holder. As used herein, a "*Non-U.S. Holder*" is any beneficial owner of Notes that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust that is not a U.S. Holder.

Tender of Notes Pursuant to the Tender Offer

Subject to the discussion of amounts attributable to accrued but unpaid interest and the discussion of backup withholding and FATCA withholding below, any gain realized by a Non-U.S. Holder on the sale of a Note pursuant to the Tender Offer generally will not be subject to U.S. federal income tax, unless:

- such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States (and, if required by an applicable income tax treaty, such Non-U.S. Holder maintains a permanent establishment in the United States to which such gain is attributable), in which case the Non-U.S. Holder would be taxed on the gain in the manner described below; or
- the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are satisfied, in which case the Non-U.S. Holder would be subject to a flat 30% rate of U.S. federal income tax on the gain (unless reduced or eliminated by an applicable income tax treaty), which may be offset by certain U.S. source capital losses.

Subject to the discussion of backup withholding and FATCA withholding below, amounts received pursuant to the Tender Offer attributable to accrued but unpaid interest on a Note by a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax, provided that:

- the Non-U.S. Holder certifies its foreign status by providing a properly completed and executed IRS Form W-8BEN, IRS Form W-8BEN-E or other applicable IRS Form W-8;
- the Non-U.S. Holder does not actually or constructively own 10% or more of our capital or profits interests;

- the Non-U.S. Holder is not (A) a controlled foreign corporation that is actually or constructively related to us or (B) a bank receiving interest on a loan entered into in the ordinary course of business; and
- such interest is not effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States.

A Non-U.S. Holder that does not satisfy the preceding requirements generally will be subject to withholding of U.S. federal income tax at a 30% rate on payments of accrued interest unless such Holder provides a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E (as applicable) claiming an exemption from or reduction in withholding under an applicable income tax treaty or the interest is effectively connected with a U.S. trade or business conducted by the Non-U.S. Holder and the Non-U.S. Holder meets the certification requirement described below.

Gain or interest on the Notes that is effectively connected with the conduct by a Non-U.S. Holder of a trade or business within the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) will generally be subject to U.S. federal income tax on a net income basis at regular graduated rates. Effectively connected interest income will not be subject to U.S. federal withholding tax if the Non-U.S. Holder provides a properly executed IRS Form W-8. In addition, if the Non-U.S. Holder is a corporation, it may be subject to a 30% branch profits tax on effectively connected earnings and profits attributable to such interest or gain, subject to adjustments, unless an applicable income tax treaty provides for a lower rate.

Non-U.S. Holders that do not timely provide the applicable withholding agent with the required certification, but that qualify for a reduced rate under an applicable income tax treaty, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their own tax advisors regarding potentially applicable income tax treaties that may provide for different rules.

Information Reporting and Backup Withholding

Information reporting requirements generally will apply to the aggregate amounts received by a U.S. Holder pursuant to the Tender Offer. To avoid backup withholding, U.S. federal income tax law requires that each tendering U.S. Holder must provide the Tender Agent with such U.S. Holder's correct taxpayer identification number ("TIN") which, in the case of an individual is his or her social security number or individual taxpayer identification number, and certain other information (generally on IRS Form W-9, which is being provided with each Letter of Transmittal), or otherwise establish a basis for exemption from backup withholding. Exempt U.S. Holders (including, among others, corporations) are not subject to these backup withholding and information reporting requirements, provided they establish their exempt status if requested. If a tendering U.S. Holder does not provide the correct TIN or establish another adequate basis for exemption, such U.S. Holder may be subject to backup withholding at a rate of 28% imposed on the amount received by such U.S. Holder pursuant to the Tender Offer.

Any amounts received by a tendering Non-U.S. Holder pursuant to the Tender Offer may be subject to information reporting and backup withholding unless such Non-U.S. Holder submits a properly completed IRS Form W-8BEN, IRS Form W-8BEN-E, IRS Form W-8ECI, or other appropriate IRS Form W-8, as the case may be, certifying under penalties of perjury as to such Non-U.S. Holder's foreign status in order to establish an exemption from backup withholding. Even if an applicable IRS Form W-8 is provided, certain information reporting may apply to payments to a Non-U.S. Holder of accrued interest. Under the provisions of a specific treaty or agreement, copies of these information returns also may be made available to the tax authorities of the country in which the Non-U.S. Holder resides or is established.

Backup withholding is not an additional U.S. federal income tax. Rather, a Holder's U.S. federal income tax liability, if any, will be offset by the amount withheld. If backup withholding results in an overpayment of U.S. federal income tax, a refund or credit may be obtained from the IRS, provided the required information is timely furnished to the IRS.

Foreign Accounts

Sections 1471 to 1474 of the Code (such Sections commonly referred to as the Foreign Account Tax Compliance Act, or "FATCA") impose a withholding tax on certain types of payments made to foreign financial institutions and certain other non-financial foreign entities. Specifically, in the case of a Note issued that was not outstanding as of July 1, 2014, a 30% withholding tax may be imposed on payments of interest on, and gross proceeds from the sale or other disposition of,

a Note (if such sale or other disposition occurs on or after January 1, 2019) paid to a “foreign financial institution” or a “non-financial foreign entity” (each as defined in the Code), unless: (i) in the case of a foreign financial institution, such institution enters into an agreement with the U.S. government to withhold on certain payments, and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with U.S. owners); (ii) in the case of a non-financial foreign entity, such entity certifies that it does not have any “substantial United States owners” (as defined in the Code) or provides the withholding agent with a certification identifying its direct and indirect substantial United States owners (generally by providing an IRS Form W-8BEN-E); or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules and provides appropriate documentation (such as an IRS Form W-8BEN-E). Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States with respect to these rules may be subject to different rules.

The 2023 Notes issued in February of 2015 were not outstanding as of July 1, 2014. Accordingly, payments of interest in connection with a disposition of the 2023 Notes pursuant to the Tender Offer will be subject to the withholding rules under FATCA, but payments of proceeds not constituting interest from such a disposition generally will not be subject to those rules since such disposition will occur prior to January 1, 2019. The 2021 Notes were outstanding as of July 1, 2014, and, therefore, any payments in connection with a disposition of the 2021 Notes will not be subject to the withholding rules under FATCA.

Consequences to Non-Tendering Holders

U.S. Holders and Non-U.S. Holders whose Notes are not purchased by us pursuant to the Tender Offer will not incur any U.S. federal income tax liability as a result of the consummation of the Tender Offer and will have the same adjusted tax basis and holding period in their Notes as they had before the Tender Offer.

THE FOREGOING DISCUSSION IS NOT INTENDED TO BE A COMPLETE ANALYSIS OR DESCRIPTION OF ALL POTENTIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OR OTHER TAX CONSEQUENCES OF THE SALE OF NOTES PURSUANT TO THE TENDER OFFER. THUS, HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES OF THE TENDER OFFER TO THEM, INCLUDING TAX RETURN REPORTING REQUIREMENTS, THE APPLICABILITY AND THE EFFECT OF U.S. FEDERAL, STATE, LOCAL, FOREIGN AND OTHER APPLICABLE TAX LAWS AND THE EFFECT OF ANY PROPOSED CHANGES IN THE TAX LAWS.

THE DEALER MANAGER, THE TENDER AGENT AND THE INFORMATION AGENT

The Offeror has retained Credit Suisse Securities (USA) LLC (“*Credit Suisse*”) to act as Dealer Manager, and D.F. King & Co., Inc. to act as the Tender Agent and the Information Agent, for the Tender Offer. The Offeror has agreed to pay D.F. King & Co., Inc. customary fees for its services in connection with the Tender Offer and to reimburse each of Credit Suisse and D.F. King & Co., Inc. for its reasonable out-of-pocket expenses. Further, the Offeror has agreed to indemnify the Dealer Manager and its affiliates against certain liabilities, including liabilities under federal securities laws or to contribute to payments any or all of them may be required to make in respect of those liabilities.

At any given time, Credit Suisse or any of its affiliates may trade Notes or other securities of the Offeror or its affiliates for its own account or for the accounts of its customers, and accordingly, may hold a long or a short position in the Notes or such other securities. To the extent that the Dealer Manager or its affiliates hold Notes during the Tender Offer, they may tender such Notes pursuant to the terms of the Tender Offer.

Credit Suisse and certain of its affiliates have provided in the past, and may provide in the future, financial, advisory, investment banking and general banking, commercial banking services to the Offeror or its affiliates, for which they have received and will receive customary fees and commissions. Credit Suisse is acting as an initial purchaser in the senior notes offering referred to under “Source of Funds,” and in that connection, Credit Suisse will receive customary fees and commissions.

None of the Dealer Manager, the Tender Agent or the Information Agent assumes any responsibility for the accuracy or completeness of the information concerning the Tender Offer or the Offeror contained in this Offer to Purchase or the other Offer Documents or for any failure by the Offeror to disclose events that may have occurred and may affect the significance or accuracy of such information.

The officers and employees of the Offeror’s general partner or its affiliates (who will not be specifically compensated for such services), the Dealer Manager and the Information Agent may contact Holders by mail, telephone, telex or telegraph regarding the Tender Offer and may request brokers, dealers and other nominees to forward this Offer to Purchase and related materials to beneficial owners of Notes. The Offeror will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

MISCELLANEOUS

The Offeror is not aware of any jurisdiction where the making of either Offer is not in compliance with the laws of such jurisdiction. If the Offeror becomes aware of any jurisdiction where the making of an Offer would not be in compliance with such laws, the Offeror will make a good faith effort to comply with any such laws or may seek to have such laws declared inapplicable to such Offer. If, after such good faith effort, the Offeror cannot comply with any such applicable laws, such Offer will not be made to the Holders residing in each such jurisdiction.

The Tender Agent for the Tender Offer is:

D.F. KING & CO., INC.

*By Hand, Overnight Delivery or Mail (Registered
or Certified Mail Recommended):*

48 Wall Street — 22nd Floor
New York, New York 10005
Attention: Andrew Beck

*By Facsimile Transmission
(for Eligible Institutions Only):*

(212) 709-3328

*Confirmation by Telephone:
(212) 269-5552*

Any questions, requests for assistance or requests for additional copies of this Offer to Purchase, the Letter of Transmittal or the Notice of Guaranteed Delivery may be directed to the Information Agent at its telephone number or address set forth below. Copies of each of these documents are also available at the following web address: www.dfking.com/crlp.

The Information Agent for the Tender Offer is:

D.F. KING & CO., INC.
48 Wall Street — 22nd Floor
New York, New York 10005
Banks and Brokers Call: (212) 269-5550
All Others Call Toll Free: (877) 478-5042
Email: crlp@dfking.com

The Dealer Manager for the Tender Offer is:

Credit Suisse Securities (USA) LLC
11 Madison Avenue
New York, New York 10010
Attention: Liability Management Group
Telephone: (800) 820-1653 (U.S. toll free) or
(212) 538-2147 (collect)