

EXHIBIT A

FORM OF FACE OF CERTIFICATED NOTE

CHINA OIL AND GAS GROUP LIMITED

THIS NOTE AND THE SUBSIDIARY GUARANTEES RELATED TO THIS NOTE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.

No.

US\$[•]

CHINA OIL AND GAS GROUP LIMITED

7.0% SENIOR NOTES DUE 2029

Certificated Note

Unconditionally Guaranteed by

the Signatories listed on the Subsidiary Guarantee hereto

China Oil And Gas Group Limited, an exempted company incorporated under the laws of Bermuda with limited liability (the “**Company**”), for value received, hereby promises to pay to _____ or registered assigns, upon surrender hereof the principal sum of _____ (US\$ _____) as set forth on the books and records of the Trustee, on February 4, 2029, or on such earlier date as the principal hereof may become due in accordance with the provisions hereof.

Interest Rate: 7.0% per annum.

Interest Payment Dates: February 4 and August 4 of each year, commencing on _____.

Interest Record Dates: January 20 and July 20.

Reference is hereby made to the further provisions set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note shall not be valid or obligatory until the certificate of authentication hereon shall have been duly signed by the Trustee or an Authenticating Agent acting under the Indenture.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Date:

CHINA OIL AND GAS GROUP LIMITED

By: _____
Name:
Title:

Certificate of Authentication

This is one of the 7.0% Senior Notes Due 2029 described in the Indenture referred to in this Note.

CITICORP INTERNATIONAL LIMITED

By: _____
Name:
Title:

SUBSIDIARY GUARANTEE

Each of the undersigned (the “**Subsidiary Guarantors**”) hereby, jointly and severally, Guarantees as principal obligor to each Holder of a Note authenticated by the Trustee or the Authenticating Agent and to the Trustee and its successors and assigns the due and punctual payment of the principal of, premium, if any, and interest on, and all other amounts payable under, the Notes and the Indenture. The obligations of each Subsidiary Guarantor are unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by: (1) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Company under the Indenture or any Note, by operation of law or otherwise; (2) any modification or amendment of or supplement to the Indenture or any Note; (3) any change in the corporate existence, structure or ownership of the Company, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company or its assets or any resulting release or discharge of any obligation of the Company contained in the Indenture or any Note; (4) the existence of any claim, set-off or other rights which the Subsidiary Guarantor may have at any time against the Company, the Trustee or any other Person, whether in connection with the Indenture or any unrelated transactions; *provided* that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim; (5) any invalidity, irregularity, or unenforceability relating to or against the Company for any reason of the Indenture or any Note; or (6) any other act or omission to act or delay of any kind by the Company, the Trustee or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defense to such Subsidiary Guarantor’s obligations hereunder.

This Subsidiary Guarantee shall not be discharged with respect to any Note except by payment in full of the principal of, premium, if any, and interest on the Notes and all other amounts payable, in respect of any Subsidiary Guarantor, or as otherwise contemplated in the Indenture. In case of the failure of the Company punctually to pay any such principal of, premium, if any, and interest on the Notes and all other amounts payable, each of the Subsidiary Guarantors hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at the stated maturity, by acceleration, call for redemption or otherwise, and as if such payment were made by the Company.

Each of the Subsidiary Guarantors hereby further agrees that all payments of, or in respect of, principal of, and premium (if any) and interest in respect of this Subsidiary Guarantee shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or within any jurisdiction in which the Company, a Surviving Person (as defined in the Indenture) or the applicable Subsidiary Guarantor is organized or resident for tax purposes or any jurisdiction through which payment is made by or on behalf of the Company, a Surviving Person or the applicable Subsidiary Guarantor (or any political subdivision or taxing authority thereof or therein), unless such withholding or deduction is required by law or by regulation or governmental policy having the force of law. In the event that any such withholding or deduction is so required, each Subsidiary Guarantor severally agrees to pay such additional amounts as will result in receipt by the holder of this Subsidiary Guarantee of such amounts as would have been received by such holder had no such withholding or deduction been required, subject to the exceptions in Section 4.20 of the Indenture.

The obligations of the Subsidiary Guarantors to the holder of this Note and to the Trustee pursuant to this Subsidiary Guarantee and the Indenture are expressly set forth in Article 11 of the Indenture, and reference is hereby made to such Article and Indenture for the precise terms of the Subsidiary Guarantee.

This Subsidiary Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note upon which this Subsidiary Guarantee is endorsed shall have been executed by the Trustee or an Authenticating Agent under the Indenture by manual or facsimile signature of one of its authorized officers.

ALL PRAISE INVESTMENTS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

CHINA OIL AND GAS GROUP LIMITED (中油
燃氣集團有限公司)
(as Subsidiary Guarantor)

By: _____
Name:
Title:

SUPER AIM INVESTMENTS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

PLENTIGREAT HOLDINGS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

VAST CHINA GROUP LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

REAL MILLION INVESTMENTS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

HONG KONG CHINA OIL AND GAS GROUP
LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

CHINA OIL AND GAS GROUP (JIANGXI)
COMPANY LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

SKYTOP INTERNATIONAL HOLDINGS
LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

TOP BEST GROUP (HONG KONG) LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

ZHONGDA INDUSTRIAL GROUP INC.
(as Subsidiary Guarantor)

By: _____
Name:
Title:

ALTA FINANCIAL HOLDINGS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

FORM OF REVERSE OF CERTIFICATED NOTE

CHINA OIL AND GAS GROUP LIMITED
7.0% Senior Notes Due 2029

1. Principal and Interest.

The Company promises to pay the principal of this Note on February 4, 2029.

The Company promises to pay interest on the principal amount of this Note on each Interest Payment Date, as set forth on the face of this Note, at the rate of 7.0% per annum.

Interest will be payable in arrears semiannually (to the Holders of record of the Notes at the close of business on February 4 and August 4 immediately preceding the Interest Payment Date) on each Interest Payment Date.

Interest on this Note will accrue from the most recent date to which interest has been paid on this Note (or, if there is no existing default in the payment of interest and if this Note is authenticated between a regular record date and the next interest payment date, from such interest payment date) or, if no interest has been paid, from the Original Issue Date. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Interest not paid when due and any interest on principal, premium or interest not paid when due will be paid to the Persons that are Holders on a special record date, which will be the 15th day preceding the date fixed by the Company for the payment of such interest, whether or not such day is a Business Day. At least 15 days before a special record date, the Company will send to each Holder and to the Trustee a notice that sets forth the special record date, the payment date and the amount of interest to be paid. In any case in which the date of the payment of principal of, premium on or interest on the Notes is not a Business Day, then payment of such principal, premium or interest need not be made on such date but may be made on the next succeeding Business Day. Any payment made on such Business Day shall have the same force and effect as if made on the date on which such payment is due, and no interest on the Notes shall accrue for the period after such date.

2. Indenture; Subsidiary Guarantees; Collateral.

This is one of the Notes issued under an Indenture, dated as of February 4, 2026 (as amended from time to time, the “Indenture”), among China Oil And Gas Group Limited, an exempted company incorporated under the laws of Bermuda with limited liability (the “Company”), the Subsidiary Guarantors listed in Schedule I thereto and Citicorp International Limited, as Trustee. Capitalized terms used herein are used as defined in the Indenture unless otherwise indicated. The terms of the Notes include those stated in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture for a statement of all such terms. To the extent permitted by applicable law, in the event of any inconsistency between the terms of this Note and the terms of the Indenture, the terms of the Indenture will control.

The Notes are general obligations of the Company. The Indenture provides for the issuance from time to time of up to such principal amount or amounts as may from time to time be authorized of the Notes, and the originally issued Notes and any Additional Notes vote together for all purposes as a single class. This Note is guaranteed and will be secured by a pledge on the Capital Stock of certain initial Subsidiary Guarantors, as set forth in the Indenture.

The Indenture limits, among other things, the ability of the Company to Incur or guarantee additional Indebtedness and issue disqualified or preferred stock, declare dividends on its Capital Stock or purchase or redeem Capital Stock, make investments or other specified Restricted Payments, issue or sell Capital Stock of Restricted Subsidiaries, guarantee Indebtedness, sell assets, create any Liens, enter into certain Sale and Leaseback Transactions, enter into agreements that restrict the Restricted Subsidiaries' ability to pay dividends, transfer assets or make intercompany loans, enter into transactions with equity holders or affiliates or effect a consolidation or merger.

3. Redemption for Taxation Reasons

The Notes may be redeemed at the option of the Company or a Surviving Person with respect to the Company, as a whole but not in part, upon giving not less than 30 days' nor more than 60 days' notice to the Holders and the Trustee (which notice shall be irrevocable), at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest (including any Additional Amounts), if any, to the date fixed by the Company or the Surviving Person, as the case may be, for redemption (the "Tax Redemption Date") if, as a result of:

(1) any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) of a Relevant Taxing Jurisdiction, excluding any applicable treaty with the Relevant Taxing Jurisdiction, affecting taxation; or

(2) any change in the existing official position or the stating of an official position regarding the application or interpretation of such laws, regulations, or rulings (including a holding, judgment or order by a court of competent jurisdiction),

which change or amendment becomes effective or, in the case of an official position, is announced (i) with respect to the Company or any initial Subsidiary Guarantor, on or after the Original Issue Date, or (ii) with respect to any Future Subsidiary Guarantor or Surviving Person, on or after the date such Future Subsidiary Guarantor or Surviving Person becomes a Subsidiary Guarantor or a Surviving Person, with respect to any payment due or to become due under the Notes or the Indenture, the Company, a Surviving Person or a Subsidiary Guarantor, as the case may be, is, or on the next Interest Payment Date would be, required to pay Additional Amounts, and such requirement cannot be avoided by the taking of reasonable measures by the Company, a Surviving Person or a Subsidiary Guarantor, as the case may be; *provided* that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Company, a Surviving Person or a Subsidiary Guarantor, as the case may be, would be obligated to pay such Additional Amounts if a payment in respect of the Notes were then due.

Any Notes that are redeemed will be cancelled.

4. Optional Redemption.

On or after February 4, 2028, the Company may on any one or more occasions redeem all or any part of the Notes, at a redemption price equal to 103.5%, plus accrued and unpaid interest, if any, on the Notes redeemed, to (but not including) the redemption date, subject to the rights of holders of Notes on the relevant Record Date to receive interest on the relevant Interest Payment Date.

The Company may at its option redeem the Notes, in whole but not in part, at any time prior to February 4, 2028, at a redemption price equal to 100% of the principal amount of the Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to (but not including) the

redemption date. Neither the Trustee nor any of the Agents shall be responsible for calculating or verifying the Applicable Premium.

At any time and from time to time prior to February 4, 2028, the Company may at its option redeem up to 35% of the aggregate principal amount of the Notes with the Net Cash Proceeds of one or more sales of Common Stock of the Company in an Equity Offering at a redemption price of 107.0% of the principal amount of the Notes redeemed, plus accrued and unpaid interest, if any, to (but not including) the redemption date; *provided* that at least 65% of the aggregate principal amount of the Notes originally issued on the Original Issue Date remains outstanding after each such redemption and any such redemption takes place within 60 days after the closing of the related Equity Offering.

At any time on or after the date when no more than 15% of the aggregate principal amount of the Notes originally issued on the Original Issue Date remains outstanding, the Company may at its option redeem the Notes, in whole but not in part, at a redemption price equal to 100% of the principal amount of the Notes plus accrued and unpaid interest, if any, to (but not including) the redemption date.

The Company will give not less than 15 days' nor more than 60 days' notice of any redemption. If less than all of the Notes are to be redeemed at any time, the Notes for redemption will be selected as follows:

- (1) if the Notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange on which the Notes are listed or if the Notes are held through the clearing systems, in compliance with the requirements of the clearing systems; or
- (2) if the Notes are not listed on any national securities exchange, on a *pro rata* basis, by lot or by such other method as the Trustee in its sole and absolute discretion shall deem to be fair and appropriate unless otherwise required by law or by applicable stock exchange or clearing system requirements.

A Note of US\$200,000 in principal amount or less shall not be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption relating to such Note will state the portion of the principal amount to be redeemed. A new Note in principal amount equal to the unredeemed portion will be issued upon cancellation of the original Note. On and after the redemption date, interest will cease to accrue on Notes or portions of them called for redemption.

5. Repurchase of Notes Upon A Change of Control Triggering Event.

Not later than 30 days following a Change of Control Triggering Event, the Company will make an Offer to Purchase all outstanding Notes (a "Change of Control Offer") at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to (but not including) the Offer to Purchase Payment Date.

The Company will timely repay all Indebtedness or obtain consents as necessary under or terminate, agreements or instruments that would otherwise prohibit a Change of Control Offer required to be made pursuant to Section 4.12 of the Indenture.

The Trustee shall not be required to take any steps to ascertain whether a Change of Control Triggering Event or any event which could lead to the occurrence of a Change of Control Triggering Event has occurred and shall not be liable to any person for any failure to do so.

Notwithstanding the foregoing, the Company will not be required to make a Change of Control Offer following a Change of Control Triggering Event if a third party makes the Change of Control Offer in the same manner, at the same time and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

6. Registered Form; Denominations; Transfer; Exchange.

The Notes are in registered form without coupons in denominations of US\$200,000 and any multiple of \$1,000 in excess thereof. A Holder may register the transfer or exchange of Notes in accordance with the Indenture. The Trustee may require a Holder to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. Pursuant to the Indenture, there are certain periods during which the Trustee will not be required to issue, register the transfer of or exchange any Note or certain portions of a Note.

7. Defaults and Remedies.

If an Event of Default as defined in the Indenture (other than an Event of Default specified in Section 6.01(g) or 6.01(h) of the Indenture) occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding, by written notice to the Company (and to the Trustee if such notice is given by the Holders), may, and the Trustee at the written direction of such Holders, subject to being indemnified and/or secured to its satisfaction, shall, declare the principal of, premium, if any, and accrued and unpaid interest on the Notes to be immediately due and payable. If a bankruptcy or insolvency default with respect to the Company or any Restricted Subsidiary occurs and is continuing, the Notes automatically become immediately due and payable. Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may require security and/or indemnity and/or pre-funding satisfactory to it before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of at least a majority in aggregate principal amount of the Notes then outstanding may direct the Trustee in its exercise of remedies.

8. Amendment and Waiver.

Subject to certain exceptions, the Indenture and the Notes may be amended, or default may be waived, with the consent of the Holders of a majority in aggregate principal amount of the outstanding Notes. Without notice to or the consent of any Holder, the Company and the Trustee may amend or supplement the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or make any other change that does not adversely affect the rights of any Holder.

9. Authentication.

This Note is not valid until the Trustee (or Authenticating Agent) signs the certificate of authentication on the other side of this Note.

10. Governing Law.

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

11. Abbreviations.

Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and U/G/M/A/ (= Uniform Gifts to Minors Act).

The Company will furnish a copy of the Indenture to any Holder upon written request and without charge.

TRANSFER NOTICE

FOR VALUE RECEIVED, the undersigned hereby transfers to

(PRINT NAME AND ADDRESS OF TRANSFEREE)

US\$_____ principal amount of this Note, and all rights with respect thereto, and irrevocably constitutes and appoints _____ as attorney to transfer this Note on the books kept for registration thereof, with full power of substitution.

Dated _____

Certifying Signature

Signed _____

Note:

(i) The signature on this transfer form must correspond to the name as it appears on the face of this Note in every particular.

(ii) A representative of the Holder of the Note should state the capacity in which he or she signs (*e.g.*, executor).

(iii) The signature of the person effecting the transfer shall conform to any list of duly authorized specimen signatures supplied by the registered holder or shall be certified by a bank which is a member of the Medallion Program or in such other manner as any Paying and Transfer Agent or the Registrar may require.

OPTION OF HOLDER TO ELECT PURCHASE

If you wish to have all of this Note purchased by the Company pursuant to Section 4.12 or 4.13 of the Indenture, check the box: ☐ ☐

If you wish to have a portion of this Note purchased by the Company pursuant to Section 4.12 or 4.13 of the Indenture, state the amount (in original principal amount) below:

US\$_____.

Wire transfer instructions for delivery of proceeds from the purchase of the Note are as follows:

[]

Date:_____

Your Signature:_____

(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee*: _____

*Signatures must be guaranteed by an “**eligible guarantor institution**” meeting the requirements of the Trustee, which requirements include membership or participation in the Securities Transfer Association Medallion Program (“**STAMP**”) or such other “**signature guarantee program**” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the United States Securities Exchange Act of 1934, as amended.

TRUSTEE AND COLLATERAL AGENT

Citicorp International Limited
40/F, Champion Tower
3 Garden Road, Central, Hong Kong
Attention: Agency & Trust
Fax: (852) 3009 0294

PAYING AND TRANSFER AGENT AND REGISTRAR

Citibank, N.A., London Branch
c/o Citibank, N.A., Dublin Branch
One North Wall Quay
Dublin 1
Ireland
Attention: Agency & Trust – PPA Payments
Fax: +(353) 1 6222212 (claims letter) /
+353 1 6226210 (payment) / +353 1 5060339 (transfer)

EXHIBIT B

FORM OF TRANSFER NOTICE

FOR VALUE RECEIVED, the undersigned hereby transfers to

(PRINT NAME AND ADDRESS OF TRANSFEREE)

US\$_____ principal amount of this Note, and all rights with respect thereto, and irrevocably constitutes and appoints _____ as attorney to transfer this Note on the books kept for registration thereof, with full power of substitution.

Dated _____

Certifying Signature

Signed _____

Note:

(i) The signature on this transfer form must correspond to the name as it appears on the face of this Note in every particular.

(ii) A representative of the Holder of the Note should state the capacity in which he or she signs (*e.g.*, executor).

(iii) The signature of the person effecting the transfer shall conform to any list of duly authorized specimen signatures supplied by the registered holder or shall be certified by a bank which is a member of the Medallion Program or in such other manner as any Paying and Transfer Agent or the Registrar may require.

FORM OF GLOBAL NOTE

CHINA OIL AND GAS GROUP LIMITED

THIS NOTE AND THE SUBSIDIARY GUARANTEES RELATED TO THIS NOTE (COLLECTIVELY, THE “**SECURITY**”) HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CITIBANK EUROPE PLC, AS COMMON DEPOSITARY (“**COMMON DEPOSITARY**”) FOR EUROCLEAR BANK SA/NV (“**EUROCLEAR**”) AND CLEARSTREAM BANKING S.A. (“**CLEARSTREAM**”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY (AND ANY PAYMENT IS MADE TO THE COMMON DEPOSITARY OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE COMMON DEPOSITARY, HAS AN INTEREST HEREIN.

THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGEABLE IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH COMMON DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

No. S-[•]

Common Code: 309544510
ISIN Number: XS3095445105

CHINA OIL AND GAS GROUP LIMITED

GLOBAL NOTE

Principal amount US\$300,000,000, as revised by the
Schedule of Exchanges of Notes attached hereto

CHINA OIL AND GAS GROUP LIMITED

7.0% SENIOR NOTES DUE 2029
Global Note

Unconditionally Guaranteed by
the Signatories listed on the Subsidiary Guarantee hereto

China Oil And Gas Group Limited, an exempted company incorporated under the laws of Bermuda with limited liability (the “**Company**”), for value received, hereby promises to pay to Citivic Nominees Limited as the nominee of the common depositary, or registered assigns for Euroclear Bank SA/NV and Clearstream Banking S.A. upon surrender hereof the principal sum of THREE HUNDRED MILLION UNITED STATES DOLLARS (US\$300,000,000), as revised by the Schedule of Exchanges of Notes attached hereto, on February 4, 2029, or on such earlier date as the principal hereof may become due in accordance with the provisions hereof.

Interest Rate: 7.0% per annum.

Interest Payment Dates: February 4 and August 4 of each year, commencing on August 4, 2026.

Interest Record Dates: one Clearing System Business Day immediately preceding each Interest Payment Date, where “**Clearing System Business Day**” means a weekday (Monday to Friday, inclusive) except December 25 and January 1.

Reference is hereby made to the further provisions set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note shall not be valid or obligatory until the certificate of authentication hereon shall have been duly signed by the Trustee or an Authenticating Agent acting under the Indenture.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Date: February 4, 2026

CHINA OIL AND GAS GROUP LIMITED

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the 7.0% Senior Notes Due 2029 described in the Indenture referred to in this Note.

CITICORP INTERNATIONAL LIMITED

By: _____
Name:
Title:

SUBSIDIARY GUARANTEE

Each of the undersigned (the “**Subsidiary Guarantors**”) hereby, jointly and severally, Guarantees as principal obligor to each Holder of a Note authenticated by the Trustee or the Authenticating Agent and to the Trustee and its successors and assigns the due and punctual payment of the principal of, premium, if any, and interest on, and all other amounts payable under, the Notes and the Indenture. The obligations of each Subsidiary Guarantor are unconditional and absolute and, without limiting the generality of the foregoing, will not be released, discharged or otherwise affected by: (1) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Company under the Indenture or any Note, by operation of law or otherwise; (2) any modification or amendment of or supplement to the Indenture or any Note; (3) any change in the corporate existence, structure or ownership of the Company, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company or its assets or any resulting release or discharge of any obligation of the Company contained in the Indenture or any Note; (4) the existence of any claim, set off or other rights which the Subsidiary Guarantor may have at any time against the Company, the Trustee or any other Person, whether in connection with the Indenture or any unrelated transactions; *provided* that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim; (5) any invalidity, irregularity, or unenforceability relating to or against the Company for any reason of the Indenture or any Note; or (6) any other act or omission to act or delay of any kind by the Company, the Trustee or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defense to such Subsidiary Guarantor’s obligations hereunder.

This Subsidiary Guarantee will not be discharged with respect to any Note except by payment in full of the principal of, premium, if any, and interest on the Notes and all other amounts payable, in respect of any Subsidiary Guarantor, or as otherwise contemplated in the Indenture. In case of the failure of the Company punctually to pay any such principal of, premium, if any, and interest on the Notes and all other amounts payable, each of the Subsidiary Guarantors hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at the stated maturity, by acceleration, call for redemption or otherwise, and as if such payment were made by the Company.

Each of the Subsidiary Guarantors hereby further agrees that all payments of, or in respect of, principal of, and premium (if any) and interest in respect of this Subsidiary Guarantee will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or within any jurisdiction in which the Company, a Surviving Person (as defined in the Indenture) or the applicable Subsidiary Guarantor is organized or resident for tax purposes or any jurisdiction through which payment is made by or on behalf of the Company, a Surviving Person or the applicable Subsidiary Guarantor (or any political subdivision or taxing authority thereof or therein), unless such withholding or deduction is required by law or by regulation or governmental policy having the force of law. In the event that any such withholding or deduction is so required, each Subsidiary Guarantor severally agrees to pay such additional amounts as will result in receipt by the holder of this Subsidiary Guarantee of such amounts as would have been received by such holder had no such withholding or deduction been required, subject to the exceptions in Section 4.21 of the Indenture.

The obligations of the Subsidiary Guarantors to the holder of this Note and to the Trustee pursuant to this Subsidiary Guarantee and the Indenture are expressly set forth in Article 11 of the Indenture, and reference is hereby made to such Article and Indenture for the precise terms of the Subsidiary Guarantee.

This Subsidiary Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note upon which this Subsidiary Guarantee is endorsed shall have been executed by the Trustee or an Authenticating Agent under the Indenture by manual or facsimile signature of one of its authorized officers.

ALL PRAISE INVESTMENTS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

CHINA OIL AND GAS GROUP LIMITED (中油
燃氣集團有限公司)
(as Subsidiary Guarantor)

By: _____
Name:
Title:

SUPER AIM INVESTMENTS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

PLENTIGREAT HOLDINGS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

VAST CHINA GROUP LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

REAL MILLION INVESTMENTS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

HONG KONG CHINA OIL AND GAS GROUP
LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

CHINA OIL AND GAS GROUP (JIANGXI)
COMPANY LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

SKYTOP INTERNATIONAL HOLDINGS
LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

TOP BEST GROUP (HONG KONG) LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

ZHONGDA INDUSTRIAL GROUP INC.
(as Subsidiary Guarantor)

By: _____
Name:
Title:

ALTA FINANCIAL HOLDINGS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

FORM OF REVERSE OF REGULATION S GLOBAL NOTE

CHINA OIL AND GAS GROUP LIMITED
7.0% Senior Notes Due 2029

1. Principal and Interest.

The Company promises to pay the principal of this Note on February 4, 2029.

The Company promises to pay interest on the principal amount of this Note on each Interest Payment Date, as set forth on the face of this Note, at the rate of 7.0% per annum.

Interest will be payable in arrears semiannually (to the Holders of record of the Notes at the close of business on one Clearing System Business Day immediately preceding the Interest Payment Date) on each Interest Payment Date, where “**Clearing System Business Day**” means a weekday (Monday to Friday, inclusive) except December 25 and January 1.

Interest on this Note will accrue from the most recent date to which interest has been paid on this Note (or, if there is no existing default in the payment of interest and if this Note is authenticated between a regular record date and the next interest payment date, from such interest payment date) or, if no interest has been paid, from the Original Issue Date. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Interest not paid when due and any interest on principal, premium or interest not paid when due will be paid to the Persons that are Holders on a special record date, which will be the 15th day preceding the date fixed by the Company for the payment of such interest, whether or not such day is a Business Day. At least 15 days before a special record date, the Company will send to each Holder and to the Trustee a notice that sets forth the special record date, the payment date and the amount of interest to be paid. In any case in which the date of the payment of principal of, premium on or interest on the Notes is not a Business Day, then payment of such principal, premium or interest need not be made on such date but may be made on the next succeeding Business Day. Any payment made on such Business Day shall have the same force and effect as if made on the date on which such payment is due, and no interest on the Notes shall accrue for the period after such date.

2. Indenture; Subsidiary Guarantee; Collateral.

This is one of the Notes issued under an Indenture, dated as of February 4, 2026 (as amended from time to time, the “**Indenture**”), among China Oil And Gas Group Limited, an exempted company incorporated under the laws of Bermuda with limited liability (the “**Company**”), the Subsidiary Guarantors listed on Schedule I thereto and Citicorp International Limited, as Trustee. Capitalized terms used herein are used as defined in the Indenture unless otherwise indicated. The terms of the Notes include those stated in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture for a statement of all such terms. To the extent permitted by applicable law, in the event of any inconsistency between the terms of this Note and the terms of the Indenture, the terms of the Indenture will control.

The Notes are general obligations of the Company. The Indenture provides for the issuance from time to time of up to such principal amount or amounts as may from time to time be authorized of the Notes, and the originally issued Notes and any Additional Notes vote together for all purposes as a single

class. This Note is guaranteed and will be secured by a pledge on the Capital Stock of certain initial Subsidiary Guarantors, as set forth in the Indenture.

The Indenture limits, among other things, the ability of the Company to incur or guarantee additional Indebtedness and issue disqualified or preferred stock, declare dividends on its Capital Stock or purchase or redeem Capital Stock, make investments or other specified Restricted Payments, issue or sell Capital Stock of Restricted Subsidiaries, guarantee Indebtedness, sell assets, create liens, enter into certain Sale and Leaseback Transactions, enter into agreements that restrict the Restricted Subsidiaries' ability to pay dividends, transfer assets or make intercompany loans, enter into transactions with equity holders or affiliates or effect a consolidation or merger.

3. Redemption for Taxation Reasons

The Notes may be redeemed at the option of the Company or a Surviving Person with respect to the Company, as a whole but not in part, upon giving not less than 30 days' nor more than 60 days' notice to the Holders and the Trustee (which notice shall be irrevocable), at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest (including any Additional Amounts), if any, to the date fixed by the Company or the Surviving Person, as the case may be, for redemption (the "Tax Redemption Date") if, as a result of:

(1) any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) of a Relevant Taxing Jurisdiction, excluding any applicable treaty with the Relevant Taxing Jurisdiction, affecting taxation; or

(2) any change in the existing official position or the stating of an official position regarding the application or interpretation of such laws, regulations, or rulings (including a holding, judgment or order by a court of competent jurisdiction),

which change or amendment becomes effective or, in the case of an official position, is announced (i) with respect to the Company or any initial Subsidiary Guarantor, on or after the Original Issue Date, or (ii) with respect to any Future Subsidiary Guarantor or Surviving Person, on or after the date such Future Subsidiary Guarantor or Surviving Person becomes a Subsidiary Guarantor or a Surviving Person, with respect to any payment due or to become due under the Notes or the Indenture, the Company, a Surviving Person or a Subsidiary Guarantor, as the case may be, is, or on the next Interest Payment Date would be, required to pay Additional Amounts, and such requirement cannot be avoided by the taking of reasonable measures by the Company, a Surviving Person or a Subsidiary Guarantor, as the case may be; *provided* that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Company, a Surviving Person or a Subsidiary Guarantor, as the case may be, would be obligated to pay such Additional Amounts if a payment in respect of the Notes were then due.

Any Notes that are redeemed will be cancelled.

4. Optional Redemption.

On or after February 4, 2028, the Company may on any one or more occasions redeem all or any part of the Notes, at a redemption price equal to 103.5%, plus accrued and unpaid interest, if any, on the Notes redeemed, to (but not including) the redemption date, subject to the rights of holders of Notes on the relevant Record Date to receive interest on the relevant Interest Payment Date.

The Company may at its option redeem the Notes, in whole but not in part, at any time prior to February 4, 2028, at a redemption price equal to 100% of the principal amount of the Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to (but not including) the redemption date. Neither the Trustee nor any of the Agents shall be responsible for calculating or verifying the Applicable Premium.

At any time and from time to time prior to February 4, 2028, the Company may at its option redeem up to 35% of the aggregate principal amount of the Notes with the Net Cash Proceeds of one or more sales of Common Stock of the Company in an Equity Offering at a redemption price of 107.0% of the principal amount of the Notes redeemed, plus accrued and unpaid interest, if any, to (but not including) the redemption date; *provided* that at least 65% of the aggregate principal amount of the Notes originally issued on the Original Issue Date remains outstanding after each such redemption and any such redemption takes place within 60 days after the closing of the related Equity Offering.

At any time on or after the date when no more than 15% of the aggregate principal amount of the Notes originally issued on the Original Issue Date remains outstanding, the Company may at its option redeem the Notes, in whole but not in part, at a redemption price equal to 100% of the principal amount of the Notes plus accrued and unpaid interest, if any, to (but not including) the redemption date.

The Company will give not less than 15 days' nor more than 60 days' notice of any redemption. If less than all of the Notes are to be redeemed at any time, the Notes for redemption will be selected as follows:

- (1) if the Notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange on which the Notes are listed or if the Notes are held through the clearing systems, in compliance with the requirements of the clearing systems; or
- (2) if the Notes are not listed on any national securities exchange, on a *pro rata* basis, by lot or by such other method as the Trustee in its sole and absolute discretion shall deem to be fair and appropriate unless otherwise required by law or by applicable stock exchange or clearing system requirements.

A Note of US\$200,000 in principal amount or less shall not be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption relating to such Note will state the portion of the principal amount to be redeemed. A new Note in principal amount equal to the unredeemed portion will be issued upon cancellation of the original Note. On and after the redemption date, interest will cease to accrue on Notes or portions of them called for redemption.

5. Repurchase of Notes Upon A Change of Control Triggering Event.

Not later than 30 days following a Change of Control Triggering Event, the Company will make an Offer to Purchase all outstanding Notes (a "Change of Control Offer") at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to (but not including) the Offer to Purchase Payment Date.

The Company will timely repay all Indebtedness or obtain consents as necessary under or terminate, agreements or instruments that would otherwise prohibit a Change of Control Offer required to be made pursuant to Section 4.12 of the Indenture.

The Trustee shall not be required to take any steps to ascertain whether a Change of Control Triggering Event or any event which could lead to the occurrence of a Change of Control Triggering Event has occurred and shall not be liable to any person for any failure to do so.

Notwithstanding the foregoing, the Company will not be required to make a Change of Control Offer following a Change of Control Triggering Event if a third party makes the Change of Control Offer in the same manner, at the same time and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

6. Registered Form; Denominations; Transfer; Exchange.

The Notes are in registered form without coupons in denominations of US\$200,000 and any multiple of \$1,000 in excess thereof. A Holder may register the transfer or exchange of Notes in accordance with the Indenture. The Trustee may require a Holder to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. Pursuant to the Indenture, there are certain periods during which the Trustee will not be required to issue, register the transfer of or exchange any Note or certain portions of a Note.

7. Defaults and Remedies.

If an Event of Default as defined in the Indenture (other than an Event of Default specified in Section 6.01(g) or 6.01(h) of the Indenture) occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding, by written notice to the Company (and to the Trustee if such notice is given by the Holders), may, and the Trustee at the written direction of such Holders, subject to being indemnified and/or secured to its satisfaction, shall, declare the principal of, premium, if any, and accrued and unpaid interest on the Notes to be immediately due and payable. If a bankruptcy or insolvency default with respect to the Company or any Restricted Subsidiary occurs and is continuing, the Notes automatically become immediately due and payable. Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may require security and/or indemnity satisfactory to it before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of at least a majority in aggregate principal amount of the Notes then outstanding may direct the Trustee in its exercise of remedies.

8. Amendment and Waiver.

Subject to certain exceptions, the Indenture and the Notes may be amended, or default may be waived, with the consent of the Holders of a majority in aggregate principal amount of the outstanding Notes. Without notice to or the consent of any Holder, the Company and the Trustee may amend or supplement the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or make any other change that does not adversely affect the rights of any Holder.

9. Authentication.

This Note is not valid until the Trustee (or Authenticating Agent) signs the certificate of authentication on the other side of this Note.

10. Governing Law.

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

11. Abbreviations.

Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and U/G/M/A/ (= Uniform Gifts to Minors Act).

The Company will furnish a copy of the Indenture to any Holder upon written request and without charge.

TRANSFER NOTICE

FOR VALUE RECEIVED, the undersigned hereby transfers to

(PRINT NAME AND ADDRESS OF TRANSFEREE)

US\$_____ principal amount of this Note, and all rights with respect thereto, and irrevocably constitutes and appoints _____ as attorney to transfer this Note on the books kept for registration thereof, with full power of substitution.

Dated _____

Certifying Signature

Signed _____

Note:

(i) The signature on this transfer form must correspond to the name as it appears on the face of this Note in every particular.

(ii) A representative of the Holder of the Note should state the capacity in which he or she signs (*e.g.*, executor).

(iii) The signature of the person effecting the transfer shall conform to any list of duly authorized specimen signatures supplied by the registered holder or shall be certified by a bank which is a member of the Medallion Program or in such other manner as any Paying and Transfer Agent or the Registrar may require.

OPTION OF HOLDER TO ELECT PURCHASE

If you wish to have all of this Note purchased by the Company pursuant to Section 4.12 or 4.13 of the Indenture, check the box: ☐

If you wish to have a portion of this Note purchased by the Company pursuant to Section 4.12 or 4.13 of the Indenture, state the amount (in original principal amount) below:

US\$_____.

Wire transfer instructions for delivery of proceeds from the purchase of the Note are as follows:

[]

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee*: _____

*Signatures must be guaranteed by an “**eligible guarantor institution**” meeting the requirements of the Trustee, which requirements include membership or participation in the Securities Transfer Association Medallion Program (“**STAMP**”) or such other “**signature guarantee program**” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the United States Securities Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES OF NOTES

The following changes in the aggregate principal amount of Notes represented by this Global Note have been made:

Date of Decrease/ Increase	Amount of decrease in aggregate principal amount of Notes	Amount of increase in aggregate principal amount of Notes	Outstanding Balance
<u> </u>	<u> </u>	<u> </u>	<u> </u>

TRUSTEE AND COLLATERAL AGENT

Citicorp International Limited
40/F, Champion Tower
3 Garden Road, Central
Hong Kong
Attention: Agency & Trust
Fax: (852) 3009 0294

PAYING AND TRANSFER AGENT AND REGISTRAR

Citibank, N.A., London Branch
c/o Citibank, N.A., Dublin Branch
One North Wall Quay
Dublin 1
Ireland
Attention: Agency & Trust – PPA Payments
Fax: +353 1 6222212 (claims letter) /
+353 1 6226210 (payment) / +353 1 5060339 (transfer)

FORM OF COMPANY AUTHORIZATION CERTIFICATE

_____, 20__

I, *[Name]*, *[Title]*, acting on behalf of China Oil And Gas Group Limited, hereby certify that:

(A) the persons listed below are (i) Authorized Officers of the Company for purposes of the Indenture dated as of February 4, 2026 (as amended, modified or supplemented from time to time, the “**Indenture**”) among China Oil And Gas Group Limited, an exempted company incorporated under the laws of Bermuda with limited liability (the “**Company**”), certain entities listed on Schedule I thereto (the “**Subsidiary Guarantors**”) and Citicorp International Limited, as trustee (the “**Trustee**”); and (ii) the duly authorized person who executed or will execute the Indenture, the Intercreditor Agreement and the Notes (as defined in the Indenture) by his manual or facsimile signature or signature in scanned format delivered through e-mail was at the time of such execution, duly elected or appointed, qualified and acting as the holder of the office set forth opposite his name;

(B) each signature appearing on Schedule 1 attached hereto is the person’s genuine signature; and

(C) attached hereto as Schedule II is a true, correct and complete specimen of the certificates representing the Notes (with the Subsidiary Guarantees endorsed thereon).

Authorized Officers:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have hereunto signed my name as of the date first written above.

CHINA OIL AND GAS GROUP LIMITED

By: _____
 Name:
 Title:

EXHIBIT D-2

[FORM OF SUBSIDIARY GUARANTOR AUTHORIZATION CERTIFICATE]

_____, 20__

I, *[Name]*, *[Title]*, of _____, acting on behalf of *[Name of Subsidiary Guarantor]*, a Subsidiary Guarantor listed in Schedule I to the Indenture (as defined below) (the “**Subsidiary Guarantor**”), hereby certify that:

(A) the persons listed below are (i) Authorized Officers of the Subsidiary Guarantor for purposes of the Indenture dated as of February 4, 2026 (as amended, modified or supplemented from time to time, the “**Indenture**”) among China Oil And Gas Group Limited, an exempted company incorporated under the laws of Bermuda with limited liability (the “**Company**”), the entities listed on Schedule I thereto (the “**Subsidiary Guarantors**”) and Citicorp International Limited, as trustee (the “**Trustee**”); and (ii) the duly authorized person who executed or will execute the Indenture, the Intercreditor Agreement and the Subsidiary Guarantee (as defined under the Indenture) endorsed on the Notes (as defined under the Indenture) by his manual or facsimile signature or signature in scanned format delivered through e-mail was at the time of such execution, duly elected or appointed, qualified and acting as the holder of the office set forth opposite his name;

(B) each signature appearing below is the person’s genuine signature; and

(C) attached hereto as Schedule II is a true, correct and complete specimen of the certificates representing the Notes (with the Subsidiary Guarantees endorsed thereon).

Authorized Officers:

<u>Name</u>	<u>Company</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IN WITNESS WHEREOF, I have hereunto signed my name as of the date first written above.

[Name of Subsidiary Guarantor]

By: _____
Name:
Title:

EXHIBIT E

FORM OF PAYING AND TRANSFER AGENT APPOINTMENT LETTER

February 4, 2026

Citibank, N.A., London Branch
c/o Citibank, N.A., Dublin Branch
One North Wall Quay
Dublin 1
Ireland

Re: 7.0% Senior Notes Due 2029 of China Oil And Gas Group Limited

Reference is hereby made to the Indenture dated as of February 4, 2026 (as amended, modified or supplemented from time to time, the “**Indenture**”) among China Oil And Gas Group Limited, an exempted company incorporated under the laws of Bermuda with limited liability (the “**Company**”), the entities listed on Schedule I thereto (the “**Subsidiary Guarantors**”) and Citicorp International Limited (the “**Trustee**”). Terms used herein are used as defined in the Indenture.

The Company hereby appoints Citibank, N.A., London Branch as the paying agent, authenticating agent, registrar and transfer agent (the “**Paying and Transfer Agent**”) with respect to the Notes and the Paying and Transfer Agent hereby accepts such appointment. By accepting such appointment, the Paying and Transfer Agent agrees to be bound by and to perform the services with respect to itself set forth in the terms and conditions set forth in the Indenture and the Notes, as well as the following terms and conditions to all of which the Company agrees and to all of which the rights of the holders from time to time of the Notes shall be subject:

(a) The Paying and Transfer Agent shall be entitled to the compensation to be agreed upon in writing with the Company and the Subsidiary Guarantors, jointly and severally, for all services rendered by it under the Indenture, and the Company and the Subsidiary Guarantors, jointly and severally, agree promptly to pay such compensation and to reimburse the Paying and Transfer Agent for its out-of-pocket expenses (including fees and expenses of counsel) incurred by it in connection with the services rendered by it under the Indenture. These expenses shall include any costs or charges incurred by the relevant Agent in carrying out instructions to clear and/or settle transfers of securities under this letter (including cash penalty charges that may be incurred under Article 7 of the Central Securities Depositories Regulation (EU) No 909/2014 if a settlement fail occurs due to the Company's failure to deliver any required securities or cash or other action or omission. For the avoidance of doubt, in the event of an Offer to Purchase, the Company shall pay the Paying and Transfer Agent additional compensation (to be agreed between the Company and the Paying and Transfer Agent) for performing duties in respect of any Offer to Purchase in a capacity similar to a tender agent. The Company and the Subsidiary Guarantors jointly and severally hereby agree to indemnify the Paying and Transfer Agent and its officers, directors, agents and employees and any successors thereto for, and to hold it harmless against, any loss, liability or expense (including reasonable fees and expenses of counsel) incurred without gross negligence or willful misconduct on its part arising out of or in connection with its acting as Paying and Transfer Agent hereunder. Under no circumstance will the Paying and Transfer Agent be liable to any party for any special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of business, goodwill or opportunity of profit) whether or not foreseeable, even if it has been advised of such loss or damage and regardless of the form of action. This provision shall remain in full force and effect notwithstanding the discharge of the Notes and or the resignation or replacement or removal of the Agent. The obligations of the Company and the Subsidiary Guarantors under this

paragraph (a) shall survive the payment of the Notes, the termination or expiry of the Indenture or this letter and the resignation or removal of the Paying and Transfer Agent.

(b) In acting under the Indenture and in connection with the Notes, the Paying and Transfer Agent is acting solely as agent of the Company and does not assume any obligation towards or relationship of agency or trust for or with any of the owners or holders of the Notes, except that all funds held by the Paying and Transfer Agent for the payment of principal interest or other amounts (including Additional Amounts) on, the Notes shall, subject to the provisions of the Indenture, be held by the Paying and Transfer Agent and applied as set forth in the Indenture and in the Notes, but need not be segregated from other funds held by the Paying and Transfer Agent, except as required by law.

(c) The Paying and Transfer Agent may consult with counsel satisfactory to it and any advice or written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it under the Indenture in good faith and in accordance with such advice or opinion.

(d) The Paying and Transfer Agent shall be fully protected and shall incur no liability for or in respect of any action taken or omitted to be taken or thing suffered by it in reliance upon any Note, notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper party or parties.

(e) The Paying and Transfer Agent and any of its Affiliates, in its individual capacity or any other capacity, may become the owner of, or acquire any interest in, any Notes or other obligations of the Company with the same rights that it would have if it were not the Paying and Transfer Agent, and may engage or be interested in any financial or other transaction with the Company, and may act on, or as depository, Trustee or agent for, any committee or body of holders of Notes or other obligations of the Company, as freely as if it were not the Paying and Transfer Agent.

(f) The Paying and Transfer Agent shall give the Trustee written notice of any failure by the Company (or by any other obligor on the Notes or the Subsidiary Guarantees) to make any payment of the principal, or premium or interest on, the Notes and any other payments to be made on behalf of the Company under the Indenture, when the same shall be due and payable and at any time during the continuance of any such failure the Paying and Transfer Agent will pay any such sums so held by it to the Trustee upon the Trustee's written request.

(g) The Paying and Transfer Agent shall not be under any liability for interest on any monies received by it pursuant to any of the provisions of this letter, the Indenture or the Notes.

(h) The Paying and Transfer Agent shall be obligated to perform such duties and only such duties as are hereunder, in the Indenture and the Notes specifically set forth, and no implied duties or obligation shall be read into this letter, the Indenture or the Notes against the Paying and Transfer Agent. The Paying and Transfer Agent shall not be under any obligation to take any action under the Indenture which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it. The Paying and Transfer Agent shall have no obligation to expend its own funds or otherwise incur any financial liability in the performance of its obligations hereunder or under the Indenture. Notwithstanding anything contained herein to the contrary, the obligations of the Agents under this Paying and Transfer Agent Appointment Letter are several and not, and shall under no circumstances be deemed to be, joint.

(i) The Paying and Transfer Agent may at any time resign by giving written notice of its resignation to the Company and the Trustee and specifying the date on which its resignation shall become effective; *provided* that such date shall be at least 60 days after the date on which such notice is given unless the Company agrees to accept shorter notice. Upon receiving such notice of resignation, if required by the Indenture the Company shall promptly appoint a successor paying agent by written instrument substantially in the form hereof in triplicate signed on behalf of the Company, one copy of which shall be delivered to the resigning Paying and Transfer Agent, one copy to the successor paying agent and one copy to the Trustee. Upon the effectiveness of the appointment of a successor paying agent, the Paying and Transfer Agent shall have no further obligations under this letter or the Indenture.

Such resignation shall become effective upon the earlier of (i) the effective date of such resignation and (ii) the acceptance of appointment by the successor paying agent, as provided below. The Company may, at any time and for any reason, remove the Paying and Transfer Agent and appoint a successor paying agent, by written instrument in triplicate signed on behalf of the Company, one copy of which shall be delivered to the Paying and Transfer Agent being removed, one copy to the successor paying agent and one copy to the Trustee. Any removal of the Paying and Transfer Agent and any appointment of a successor paying agent shall become effective upon acceptance of appointment by the successor paying agent as provided below. Upon its resignation or removal, the Paying and Transfer Agent shall be entitled to the payment by the Company of its compensation for the services rendered hereunder and to the reimbursement of all properly incurred out-of-pocket expenses in connection with the services rendered by it hereunder.

The Company shall remove the Paying and Transfer Agent and appoint a successor paying agent if the Paying and Transfer Agent (i) shall become incapable of acting, (ii) shall be adjudged bankrupt or insolvent, (iii) shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, (iv) shall consent to, or shall have had entered against it a court order for, any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceedings commenced against it, (v) shall make a general assignment for the benefit of creditors or (vi) shall fail generally to pay its debts as they become due.

Any successor paying agent appointed as provided herein shall execute and deliver to its predecessor and to the Company and the Trustee an instrument accepting such appointment (which may be in the form of an acceptance signature to the letter of the Company appointing such agent) and thereupon such successor paying agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Paying and Transfer Agent and such predecessor shall pay over to such successor agent all monies or other property at the time held by it hereunder.

If no successor is appointed by the Company within 30 days of the resignation or removal of the Paying and Transfer Agent, (i) the retiring Paying and Transfer Agent may recommend a successor Paying and Transfer Agent to the Company for its approval, and, within 30 days from the date of the recommendation by the retiring Paying and Transfer Agent, the Company shall either approve and obtain written acceptance of appointment from such recommended Paying and Transfer Agent or appoint another successor Paying and Transfer Agent of its own choice and obtain written acceptance of appointment from such other successor Paying and Transfer Agent, or (ii) the retiring Paying and Transfer Agent or the Company may petition any court of competent jurisdiction for the appointment of a successor paying and transfer agent.

(j) Notwithstanding anything contained herein to the contrary, each of the Company and the Subsidiary Guarantors hereby irrevocably agrees that any and all of the rights and obligations of any Agent (except the Trustee) and, to the extent applicable, the obligations of the Company and the Subsidiary Guarantors toward any Agent (except the Trustee) set forth in the Indenture shall be deemed to have been included in this letter.

(k) Each Paying and Transfer Agent shall at all times be a responsible financial institution which is authorized by law to exercise its respective powers and duties hereunder and under the Indenture and the Notes.

(m) Any notice or communication to the Paying and Transfer Agent will be deemed given when sent by email or facsimile transmission, with transmission confirmed. Any notice to the Paying and Transfer Agent will be effective only upon receipt. The notice or communication should be addressed to the Paying and Transfer Agent at:

Citibank, N.A., London Branch
c/o Citibank, N.A., Dublin Branch
One North Wall Quay
Dublin 1
Ireland
Facsimile: (353) 1 16622212 (claim letter) / (353) 1 6226210 (payment) / (353) 1 5060339 (transfer)
Email: ppapayments@citi.com
Attention: Agency & Trust
With a mandatory copy to:

Citicorp International Limited
40/F, Champion Tower
3 Garden Road
Central, Hong Kong
Facsimile: (852) 3009 0294
Attention: Agency & Trust
Email: AT.OPS.POSTCLOSE@citi.com

Any notice to the Company or the Trustee shall be given as set forth in the Indenture.

(n) Any corporation into which the Paying and Transfer Agent may be merged or converted or any corporation with which the Paying and Transfer Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Paying and Transfer Agent shall be a party or any corporation succeeding to the business of the Paying and Transfer Agent shall be the successor to such Paying and Transfer Agent hereunder (*provided* that such corporation shall be qualified as aforesaid) without the execution or filing of any document or any further act on the part of any of the parties hereto.

(o) Any amendment, supplement or waiver under Sections 9.01 and 9.02 of the Indenture that adversely affects the Paying and Transfer Agent shall not affect the Paying and Transfer Agent's rights, powers, obligations, duties or immunities, unless the Paying and Transfer Agent has consented thereto.

(p) The Company and the Subsidiary Guarantors agree that the provisions of Section 12.06 of the Indenture shall apply hereto, *mutatis mutandis*.

(q) Notwithstanding anything herein to the contrary, the Paying and Transfer Agent shall have all of the rights, protections, indemnities, immunities and privileges set forth in the Indenture and the Indenture shall govern in the event of any inconsistency between this letter and the Indenture.

(r) Any funds held by the Paying and Transfer Agent are not subject to the relevant United Kingdom Financial Conduct Authority's Client Money Rules.

(s) This agreement set forth in this letter and the Indenture contains the whole agreement between the parties relating to the subject matter of this agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this letter.

(t) The Paying and Transfer Agent shall be entitled to refrain from taking any action if it receives conflicting, unclear or equivocal instructions or in order to comply with applicable law.

(u) Notwithstanding anything else herein contained, the Paying and Transfer Agent may refrain without liability from doing anything that would or might in its opinion be contrary to any law of any state or jurisdiction (including but not limited to Hong Kong, the United States of America or any jurisdiction forming a part of it and England & Wales) or any directive or regulation of any agency of any such state or jurisdiction and may without liability do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

(v) **Mutual Undertaking Regarding Information Reporting and Collection Obligations.** Each party shall, within ten business days of a written request by another party, supply to that other party such forms, documentation and other information relating to it, its operations, or the Notes as that other party reasonably requests for the purposes of that other party's compliance with Applicable Law and shall notify the relevant other party reasonably promptly in the event that it becomes aware that any of the forms, documentation or other information provided by such party is (or becomes) inaccurate in any material respect; provided, however, that no party shall be required to provide any forms, documentation or other information pursuant to this paragraph (v) to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such party using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of such party constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality.

(w) **Notice of Possible Withholding Under FATCA.** The Company shall notify the Paying and Transfer Agent in the event that it determines that any payment to be made by the Paying and Transfer Agent under the Notes is a payment which could be subject to FATCA Withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA Withholding, and the extent to which the relevant payment is so treated, provided, however, that the Company's obligation under this paragraph (w) shall apply only to the extent that such payments are so treated by virtue of characteristics of the Company, the Notes, or both.

(x) **Paying and Transfer Agent's Right to Withhold.** Notwithstanding any other provision of this letter and the Indenture, the Paying and Transfer Agent shall be entitled to make a deduction or withholding from any payment which it makes under the Notes for or on account of any Tax, if and only to the extent so required by Applicable Law, in which event the Paying and Transfer Agent shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority within the time allowed for the amount so deducted or withheld or, at its option, shall reasonably promptly after

making such payment return to the Company the amount so deducted or withheld, in which case, the Company shall so account to the relevant Authority for such amount.

(y) **Company's Right to Redirect.** In the event that the Company determines in its sole discretion that withholding for or on account of any Tax will be required by Applicable Law in connection with any payment due to the Paying and Transfer Agent on the Notes, then the Company will be entitled to redirect or reorganize any such payment in any way that it sees fit in order that the payment may be made without such deductions or withholding provided that, any such redirected or reorganized payment is made through a recognized institution of international standing and otherwise made in accordance with this letter and the Indenture. The Company will promptly notify the Paying and Transfer Agent and the Trustee of any such redirection or reorganization.

(z) For the purposes of paragraphs (v), (w), (x) and (y), defined terms used herein shall have the following meaning:

“Applicable Law” means any law or regulation including, but not limited to: (i) any statute or regulation; (ii) any rule or practice of any Authority by which any party is bound or with which it is accustomed to comply; (iii) any agreement between any Authorities; and (iv) any customary agreement between any Authority and any party.

“Authority” means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“FATCA Withholding” means any withholding or deduction required pursuant to an agreement described in section 1471(b) of the Code, or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

“Tax” means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Authority having power to tax.

(aa) The Paying and Transfer Agent will treat information relating to or provided by the Company or the Subsidiary Guarantors as confidential, but (unless consent is prohibited by law) the Company or the Subsidiary Guarantors consent to the processing, transfer and disclosure by the Paying and Transfer Agent of any information relating to or provided by the Company or the Subsidiary Guarantors to and between branches, subsidiaries, representative offices, affiliates and agents of the Paying and Transfer Agent and third parties (including service providers) selected by any of them, wherever situated, for confidential use (including without limitation in connection with the provision of any service contemplated hereunder and for data processing, statistical and risk analysis purposes and for compliance with applicable law). The Paying and Transfer Agent and any branch, subsidiary, representative office, affiliate, agent or third party may transfer and disclose any such information as is required or requested by, or to, any court, legal process, applicable law or authority including any auditor of the Company or the Subsidiary Guarantors and including any payor or payee as required by applicable law, provided, however, that they shall timely notify the Company and the Subsidiary Guarantors, as the case may be, unless such notification is prohibited by law, and may use (and its performance will be subject to the rules of) any communications, clearing or payment systems, intermediary bank or other system. The Company and the Subsidiary Guarantors (a) acknowledges that the transfers permitted by this paragraph (aa) may include transfers to jurisdictions

which do not have strict data protection or data privacy laws; and (b) represents that it has provided to and secured from any person regarding whom it has provided information to the Paying and Transfer Agent any notices, consents and waivers necessary to permit the processing, transfer and disclosure of that information as permitted by this paragraph (aa) and that it will provide such notices and secure such necessary consents and waivers in advance of providing similar information to the Paying and Transfer Agent in the future, unless such notices, consents and waivers or provision of such notices, consents and waivers is prohibited by law.

(bb) The Paying and Transfer Agent shall be entitled to make payments net of any taxes or other sums required by applicable law to be withheld or deducted. If such a withholding or deduction is so required, the Paying and Transfer Agent will not pay an additional amount in respect of that withholding or deduction.

(cc) The Paying and Transfer Agent may act through its delegates, attorneys and agents and shall not be responsible for the acts or omissions or for supervising or monitoring any delegate, attorney or agent nor for the misconduct or negligence of any delegate, attorney or agent appointed with due care by it hereunder.

(dd) For so long as Notes are held through the clearing systems, a notice will be deemed to have been given to the Holders if such notice is sent to the clearing system for publication to the Holders, in accordance with the applicable procedure. The Agents are not obliged to issue notices to the Holders or other parties without being (i) directed to do so by the Issuer in writing and (ii) provided with a form of the relevant notice by the Company.

The agreement set forth in this letter shall be construed in accordance with and governed by the laws of the State of New York.

CHINA OIL AND GAS GROUP LIMITED

By: _____
Name:
Title:

ALL PRAISE INVESTMENTS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

CHINA OIL AND GAS GROUP LIMITED (中油
燃氣集團有限公司)
(as Subsidiary Guarantor)

By: _____
Name:
Title:

SUPER AIM INVESTMENTS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

PLENTIGREAT HOLDINGS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

VAST CHINA GROUP LIMITED
(as Subsidiary Guarantor)

By: _____

Name:
Title:

REAL MILLION INVESTMENTS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

HONG KONG CHINA OIL AND GAS GROUP
LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

CHINA OIL AND GAS GROUP (JIANGXI)
COMPANY LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

SKYTOP INTERNATIONAL HOLDINGS
LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

TOP BEST GROUP (HONG KONG) LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

ZHONGDA INDUSTRIAL GROUP INC.
(as Subsidiary Guarantor)

By: _____
Name:
Title:

ALTA FINANCIAL HOLDINGS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

Agreed and accepted:

CITIBANK, N.A., LONDON BRANCH, as Paying
and Transfer Agent

By: _____
Name:
Title:

Acknowledged:

CITICORP INTERNATIONAL LIMITED, as
Trustee

By: _____
Name:
Title:

SUPPLEMENTAL INDENTURE

dated as of _____, ____

among

CHINA OIL AND GAS GROUP LIMITED
as the Company

and

The entities listed on Schedule I and Schedule II hereto
as the Subsidiary Guarantors

and

CITICORP INTERNATIONAL LIMITED
as Trustee

7.0% Senior Notes Due 2029

THIS SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), entered into as of _____, _____, among China Oil And Gas Group Limited, an exempted company incorporated under the laws of Bermuda with limited liability (the “**Company**”), the Subsidiary Guarantors listed on Schedule I hereto (the “**Existing Subsidiary Guarantors**”) and [*insert each new Guarantor executing this Supplemental Indenture and its jurisdiction of incorporation*] listed on Schedule II hereto (each an “**Undersigned**,” and together with the Existing Subsidiary Guarantors, the “**Subsidiary Guarantors**”) and Citicorp International Limited, as trustee (the “**Trustee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture (as defined below).

RECITALS

WHEREAS, the Company, the Existing Subsidiary Guarantors party thereto and the Trustee entered into the Indenture, dated as of February 4, 2026 (as amended or supplemented to the date hereof, the “**Indenture**”), relating to the Company’s 7.0% Senior Notes Due 2029 (the “**Notes**”).

WHEREAS, pursuant to Sections 11.09 and 11.10 of the Indenture each new Subsidiary Guarantor is required to enter into a supplemental indenture which supplemental indenture may be entered into without the consent of the Holders pursuant to Section 9.01(a)(vii).

WHEREAS, as a condition to the Trustee entering into the Indenture and the purchase of the Notes by the Holders, the Company agreed pursuant to the Indenture to cause any future Restricted Subsidiaries (other than those organized under the laws of the PRC) to provide Subsidiary Guarantees.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Supplemental Indenture hereby agree as follows:

Section 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

Section 2. Each Undersigned, by its execution of this Supplemental Indenture, agrees to be a Subsidiary Guarantor under the Indenture and to be bound by all the terms of the Indenture applicable to Subsidiary Guarantors, including, but not limited to, Article 11 thereof.

Section 3. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 4. This Supplemental Indenture may be signed in various counterparts which together will constitute one and the same instrument.

Section 5. This Supplemental Indenture is an amendment supplemental to the Indenture and the Indenture and this Supplemental Indenture will henceforth be read together.

Section 6. The recitals contained herein shall be taken as the statements of the Company, the Subsidiary Guarantors and the Undersigned, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 7. Notwithstanding anything contained herein, nothing in this Supplemental Indenture shall relieve the Company, the Subsidiary Guarantors or the Trustee of any of their obligations under the Indenture, as amended and supplemented by this Supplemental Indenture, and the Notes. The Trustee shall not be responsible and shall have no liability for the validity or efficiency of this Supplemental Indenture. The Company and the Subsidiary Guarantors acknowledge and agree that the indemnification and other provisions of Section 7.06 of the Indenture shall apply to this Supplemental Indenture and the transactions contemplated therein as if set forth herein.

Section 8. All of the provisions of the Indenture shall remain in full force and effect as set forth therein.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

CHINA OIL AND GAS GROUP LIMITED

By: _____
Name:
Title:

ALL PRAISE INVESTMENTS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

CHINA OIL AND GAS GROUP LIMITED (中油
燃氣集團有限公司)
(as Subsidiary Guarantor)

By: _____
Name:
Title:

SUPER AIM INVESTMENTS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

PLENTIGREAT HOLDINGS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

VAST CHINA GROUP LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

REAL MILLION INVESTMENTS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

HONG KONG CHINA OIL AND GAS GROUP
LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

CHINA OIL AND GAS GROUP (JIANGXI)
COMPANY LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

SKYTOP INTERNATIONAL HOLDINGS
LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

TOP BEST GROUP (HONG KONG) LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

ZHONGDA INDUSTRIAL GROUP INC.
(as Subsidiary Guarantor)

By: _____
Name:
Title:

ALTA FINANCIAL HOLDINGS LIMITED
(as Subsidiary Guarantor)

By: _____
Name:
Title:

[New Subsidiary Guarantor]

By: _____
Name:
Title:

Very Truly Yours,

CITICORP INTERNATIONAL LIMITED, as
Trustee

By: _____
Name:
Title:

**SCHEDULE I
TO EXHIBIT F**

LIST OF SUBSIDIARY GUARANTORS*

1. All Praise Investments Limited
2. China Oil And Gas Group Limited (中油燃氣集團有限公司)
3. Plentigreat Holdings Limited
4. Real Million Investments Limited
5. Super Aim Investments Limited
6. Vast China Group Limited
7. China Oil and Gas Group (Jiangxi) Company Limited
8. Hong Kong China Oil and Gas Group Limited
9. Skytop International Holdings Limited
10. Top Best Group (Hong Kong) Limited
11. Zhongda Industrial Group Inc.
12. Alta Financial Holdings Limited

*To be updated as of the date of any Supplemental Indenture.

**SCHEDULE II
TO EXHIBIT F**

LIST OF NEW GUARANTOR

FORM OF COMPLIANCE CERTIFICATE

_____, 20__

This Compliance Certificate is delivered pursuant to Section 6.08 of the Indenture, dated as of February 4, 2026, as amended, supplemented or modified from time to time (the “**Indenture**”), among China Oil And Gas Group Limited, an exempted company incorporated under the laws of Bermuda with limited liability (the “**Company**”), the entities listed on Schedule I thereto (the “**Subsidiary Guarantors**”) and Citicorp International Limited, as trustee (the “**Trustee**”). Terms defined in the Indenture are used herein as therein defined.

Each of the undersigned hereby certifies to the Trustee as follows:

1. I am the duly elected, qualified and acting [title] or [title], as the case may be, of the Company.
2. I have reviewed and am familiar with the contents of this Compliance Certificate.
3. I have reviewed the terms of the Indenture and the Security Documents and have made or caused to be made under my supervision, a review in reasonable detail of the Collateral and the condition of the Collateral. Such review did not disclose the existence during or at the end of the annual period covered by this Compliance Certificate, and I have no knowledge of the existence as of the date of this Compliance Certificate, of any condition or event which would impair the perfected security interest created by the Indenture and the Security Documents with at least the priority of such security interest on the Original Issue Date[, except as set forth below].
4. Based upon the advice of counsel, all action has been taken with respect to the recording, registering, filing, re-recording, registering and re-filing of all supplemental indentures, financing statements, continuation statements or other instruments of further assurance as may be necessary to maintain the Liens granted pursuant to the Security Documents to the extent required by the Security Documents, if any [and, if necessary, reciting the details of such action].
5. Since the Original Issue Date:
 - (a) none of the Company nor any Subsidiary Guarantor has changed its jurisdiction of organization, name, identity or corporate structure to such an extent that any financing statement or other Security Document filed by or on behalf of the Collateral Agent would become misleading;
 - (b) the Company has performed any re-filing, re-recording or continuation of documentation with respect to the Collateral as necessary to maintain such security interest in the Collateral in favor of the Collateral Agent on behalf of the Holders of Notes.

except, in each case, (i) any of the foregoing that has been previously disclosed to the Collateral Agent in accordance with the Indenture and any relevant Security Document and in respect of which the Company and each Subsidiary Guarantor have delivered to the Collateral Agent all

required documents and other filings required to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral after giving effect to such event, in each case as required by the Indenture and the relevant Security Documents and (ii) any of the foregoing described in Attachment 1 hereto in respect of which the Company or the Subsidiary Guarantor is delivering to the Collateral Agent herewith all required statements and other filings required to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral after giving effect to such event, in each case as required by the Indenture and the relevant Security Documents.

6. That a review has been conducted of the activities of the Company and the Restricted Subsidiaries and the Company's and the Restricted Subsidiaries' performance under the Indenture, in each case since the Original Issue Date, [and that the Company and each Restricted Subsidiary have been since the Original Issue Date and are in compliance with of their respective all obligations under the Indenture]/[if there has been a default in the fulfillment of any obligation under the Indenture, specifying each such default and the nature and status thereof.]

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate as of the date first written above.

CHINA OIL AND GAS GROUP LIMITED

By: _____
Name:
Title:

EXHIBIT H

TRUSTEE AND COLLATERAL AGENT

Citicorp International Limited
40/F, Champion Tower
3 Garden Road, Central
Hong Kong
Attention: Agency & Trust
Fax: (852) 3009 0294

PAYING AND TRANSFER AGENT AND REGISTRAR

Citibank, N.A., London Branch
c/o Citibank, N.A., Dublin Branch
One North Wall Quay
Dublin 1
Ireland
Attention: Agency & Trust – PPA Payments
Fax: +353 1 6222212 (claims letter) /
+353 1 6226210 (payment) / +353 1 5060339 (transfer)