Table of Contents

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (date of earliest event reported): October 10, 2006

ConocoPhillips

(Exact name of registrant as specified in its charter)

Delaware	**001-32395**	**01-0562944**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
600 North Dairy Ashford **Houston, Texas** (Address of principal executive offices)		**77079** (Zip Code)

Registrant's telephone number, including area code: **(281) 293-1000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

TABLE OF CONTENTS

Table of Contents

Item 8.01 Other Events.

On October 10, 2006, ConocoPhillips, a Delaware corporation ("ConocoPhillips"), ConocoPhillips Canada Funding Company I, a Nova Scotia unlimited liability company ("Funding I") and ConocoPhillips Canada Funding Company II, a Nova Scotia unlimited liability company ("Funding II"), entered into a Terms Agreement (including the provisions of the Underwriting Agreement incorporated by reference in the Terms Agreement), dated October 10, 2006 (the "Terms Agreement"), among ConocoPhillips, Funding I, Funding II and the several Underwriters named in Schedule A to the Terms Agreement, relating to the underwritten public offering by (i) Funding I of $1,250,000,000 aggregate principal amount of its 5.625% Notes due 2016 (the "2016 Notes"), fully and unconditionally guaranteed by ConocoPhillips and ConocoPhillips Company, a Delaware corporation ("CPCo"), to be issued pursuant to an Indenture, to be dated as of October 13, 2006 (the "Funding I Indenture"), among Funding I, as issuer, ConocoPhillips and CPCo, as guarantors, and The Bank of New York Trust Company, National Association, as trustee, and (ii) Funding II of $350,000,000 aggregate principal amount of its 5.30% Notes due 2012 (the "2012 Notes") and $500,000,000 aggregate principal amount of its 5.95% Notes due 2036 (collectively with the 2016 Notes and the 2012 Notes, the "Notes"), in each case fully and unconditionally guaranteed by ConocoPhillips and CPCo, to be issued pursuant to an Indenture, to be dated as of October 13, 2006 (the "Funding II Indenture"), among Funding II, as issuer, ConocoPhillips and CPCo, as guarantors, and The Bank of New York Trust Copmany, National Association, as trustee. The terms of the Notes are further described in the prospectus supplement of ConocoPhillips, Funding I, Funding II and CPCo dated October 10, 2006, together with the related prospectus dated October 11, 2006, as filed with the Securities and Exchange Commission under Rule 424(b)(2) of the Securities Act of 1933 on October 11, 2006, which description is incorporated herein by reference.

A copy of the Terms Agreement (including the provisions of the Underwriting Agreement incorporated by reference in the Terms Agreement), the form of Funding I Indenture, the form of Funding II Indenture and the form of the terms of Notes of each series have been filed as Exhibits 1.1, 4.1, 4.2, 4.3 and 4.4, respectively, to this report and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

1.1 Terms Agreement (including the provisions of the Underwriting Agreement incorporated by reference in the Terms Agreement), dated October 10, 2006, among ConocoPhillips, ConocoPhillips Canada Funding Company I, ConocoPhillips Canada Funding Company II and the several Underwriters named in Schedule A to the Terms Agreement.

4.1 Form of Indenture among ConocoPhillips Canada Funding Company I, as issuer, ConocoPhillips and ConocoPhillips Company, as guarantors, and The Bank of New York Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to the Registration Statement of ConocoPhillips, ConocoPhillips Company, ConocoPhillips Canada Funding Company I and ConocoPhillips Canada Funding Company II on Form S-3; Registration Nos. 333-137890, 333-137890-01, 333-137890-02 and 333-137890-03).

4.2	Form of Indenture among ConocoPhillips Canada Funding Company II, as issuer, ConocoPhillips and ConocoPhillips Company, as guarantors, and The Bank of New York Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.2 to the Registration Statement of ConocoPhillips, ConocoPhillips Company, ConocoPhillips Canada Funding Company I and ConocoPhillips Canada Funding Company II on Form S-3; Registration Nos. 333-137890, 333-137890-01, 333-137890-02 and 333-137890-03).
4.3	Form of the terms of the 2012 Notes, including the form of 2012 Note.
4.4	Form of the terms of the 2016 Notes and 2036 Notes, including the form of 2016 Note and 2036 Note.
5.1	Opinion of Baker Botts L.L.P.
23.1	Consent of Baker Botts L.L.P. (included in Exhibit 5.1 hereto).

Table of Contents

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CONOCOPHILLIPS

By: /s/ Stephen F. Gates
Stephen F. Gates
Senior Vice President and General Counsel

Date: October 13, 2006

Table of Contents

EXHIBIT INDEX

1.1	Terms Agreement (including the provisions of the Underwriting Agreement incorporated by reference in the Terms Agreement), dated October 10, 2006, among ConocoPhillips, ConocoPhillips Canada Funding Company I, ConocoPhillips Canada Funding Company II and the several Underwriters named in Schedule A to the Terms Agreement.
4.1	Form of Indenture among ConocoPhillips Canada Funding Company I, as issuer, ConocoPhillips and ConocoPhillips Company, as guarantors, and The Bank of New York Trust Company, N.A., as trustee, (incorporated by reference to Exhibit 4.1 to the Registration Statement of ConocoPhillips, ConocoPhillips Company, ConocoPhillips Canada Funding Company I and ConocoPhillips Canada Funding Company II on Form S-3; Registration Nos. 333-137890, 333-137890-01, 333-137890-02 and 333-137890-03).
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4.3	Form of the terms of the 2012 Notes, including the form of 2012 Note.
4.4	Form of the terms of the 2016 Notes and 2036 Notes, including the form of 2016 Note and 2036 Note.
5.1	Opinion of Baker Botts L.L.P.
23.1	Consent of Baker Botts L.L.P. (included in Exhibit 5.1 hereto).

EXECUTION COPY

Exhibit 1.1

ConocoPhillips Canada Funding Company I

and

ConocoPhillips Canada Funding Company II

Debt Securities
fully and unconditionally guaranteed by ConocoPhillips and ConocoPhillips Company

UNDERWRITING AGREEMENT

1. *Introductory.* ConocoPhillips, a Delaware corporation ("**ConocoPhillips**"), ConocoPhillips Company, a Delaware corporation and a wholly owned subsidiary of ConocoPhillips ("**CPCo**"), and ConocoPhillips Canada Funding Company I, an unlimited liability company organized under the laws of Nova Scotia, Canada and an indirect wholly owned special purpose finance subsidiary of ConocoPhillips ("**Funding I**"), propose that Funding I will issue and sell from time to time certain of its unsecured debt securities fully and unconditionally guaranteed by ConocoPhillips and CPCo (the "**Funding I Guarantors**") registered under the registration statement referred to in Section 2(a) (such securities, including the guarantees relating thereto by ConocoPhillips and CPCo (the "**Funding** I **Guarantees**"), being hereinafter called the "**Funding I Registered Securities**"). Further, ConocoPhillips, CPCo and ConocoPhillips Canada Funding Company II, an unlimited liability company organized under the laws of Nova Scotia, Canada and an indirect wholly owned special purpose finance subsidiary of ConocoPhillips ("**Funding II**" and, together with Funding I and ConocoPhillips jointly and severally, being hereafter called the "**Company**"), propose that Funding II will issue and sell from time to time certain of its unsecured debt securities fully and unconditionally guaranteed by ConocoPhillips and CPCo (the "**Funding II Guarantors**" and, together with the Funding I Guarantors, the "**Guarantors**") registered under the registration statement referred to in Section 2(a) (such securities, including the guarantees relating thereto by ConocoPhillips and CPCo (the "**Funding II Guarantees**" and, together with the Funding I Guarantees, the "**Guarantees**"), being hereinafter called the "**Funding II Registered Securities**" and, together with the Funding I Registered Securities, the "**Registered Securities**"). The Funding I Registered Securities will be issued under an indenture, to be dated as of October 13, 2006 (the "**Funding I Indenture**"), among ConocoPhillips, CPCo, Funding I and The Bank of New York Trust Company, National Association, as trustee (the "**Funding I Trustee**"), in one or more series, which series may vary as to interest rates, maturities, redemption provisions, selling prices and other terms, with all such terms for any particular series of the Funding I Registered Securities being determined at the time of sale. The Funding II Registered Securities will be issued under an indenture, to be dated as of October 13, 2006 (the "**Funding II Indenture**" and, together with the Funding I Indenture, the "**Indentures**"), among ConocoPhillips, CPCo, Funding II and The Bank of New York

Trust Company, National Association, as trustee (the "**Funding II Trustee**" and, together with the Funding I Trustee, the "**Trustee**"), in one or more series, which series may vary as to interest rates, maturities, redemption provisions, selling prices and other terms, with all such terms for any particular series of the Funding II Registered Securities being determined at the time of sale. Particular series of the Registered Securities will be sold pursuant to a Terms Agreement referred to in Section 3, for resale in accordance with terms of offering determined at the time of sale.

The Funding I Registered Securities involved in any such offering are hereinafter referred to as the "**Funding I Offered Securities**". The Funding II Registered Securities involved in any such offering are hereinafter referred to as the "**Funding II Offered Securities**" and, together with the Funding I Offered Securities, the "**Offered Securities**". The firm or firms which agree to purchase the Offered Securities are hereinafter referred to as the "**Underwriters**" of such securities, and the representative or representatives of the Underwriters, if any, specified in a Terms Agreement referred to in Section 3 are hereinafter referred to as the "**Representatives**"; provided, however, that if the Terms Agreement does not specify any representative of the Underwriters, the term "Representatives", as used in this Agreement (other than in Sections 2(b), 5(c) and 6 and the second sentence of Section 3), shall mean the Underwriters.

2. *Representations and Warranties of the Company*. The Company, as of the date of each Terms Agreement referred to in Section 3, represents and warrants to, and agrees with, each Underwriter that:

(a) The Company and CPCo meet the requirements for use of Form S-3 under the Act and have prepared and filed with the Securities and Exchange Commission ("**Commission**") an automatic shelf registration statement, as defined in Rule 405, on Form S-3 (Nos. 333-137890, 333-137890-01, 333-137890-02 and 333-137890-03), including a prospectus (hereinafter referred to as the "**Base Prospectus**"), relating to the Registered Securities, which registration statement became effective upon filing. Such registration statement, as amended at the time of any Terms Agreement referred to in Section 3 entered into in connection with a specific offering of the Offered Securities (each such date and time as specified in such Terms Agreement hereinafter referred to as the "**Execution Time**") and including any documents incorporated by reference therein, including exhibits (other than any Form T-1) and financial statements and any prospectus supplement relating to the Offered Securities that is filed with the Commission pursuant to Rule 424(b) ("**Rule 424(b)**") under the Securities Act of 1933 (the "**Act**") and deemed part of such registration statement pursuant to Rule 430B under the Act, is hereinafter referred to as the "**Registration Statement**." The Base Prospectus, as supplemented as contemplated by Section 3 to reflect the terms of the Offered Securities and the terms of offering thereof, as first filed with the Commission pursuant to and in accordance with Rule 424(b), including all material incorporated by reference therein, is hereinafter referred to as the "**Final Prospectus**." Any preliminary prospectus supplement to the Base Prospectus which describes the Offered Securities and the offering thereof and is used prior to filing of the Final Prospectus, together with the Base Prospectus, is

hereinafter referred to as the "**Preliminary Final Prospectus**." "**Free Writing Prospectus**" shall mean a free writing prospectus, as defined in Rule 405 under the Act. "**Issuer Free Writing Prospectus**" shall mean an issuer free writing prospectus, as defined in Rule 433 under the Act. "**Disclosure Package**" shall mean, with respect to any specific offering of the Offered Securities, (i) the Base Prospectus, as amended and supplemented to the Execution Time, (ii) the Preliminary Final Prospectus, if any, used most recently prior to the Execution Time, (iii) the Issuer Free Writing Prospectuses, if any, identified in Schedule B to the Terms Agreement, (iv) the final term sheet prepared and filed pursuant to Section 4(c) hereto, if any, and (v) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package. No document has been or will be prepared or distributed in reliance on Rule 434 under the Act.

(b) On the effective date of the registration statement relating to the Registered Securities, such registration statement conformed in all respects to the requirements of the Act, the Trust Indenture Act of 1939 ("**Trust Indenture Act**") and the rules and regulations of the Commission ("**Rules and Regulations**") and did not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and at the Execution Time and at the Closing Date, the Registration Statement and the Final Prospectus will conform in all respects to the requirements of the Act, the Trust Indenture Act and the Rules and Regulations, and neither of such documents will include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, except that the foregoing does not apply to statements in or omissions from any of such documents based upon written information furnished to the Company by any Underwriter through the Representatives, if any, specifically for use therein.

(c) At the Execution Time, the Disclosure Package will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the foregoing does not apply to statements in or omissions from any of such documents based upon written information furnished to the Company by any Underwriter through the Representatives, if any, specifically for use therein.

(d) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Sections 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Offered Securities in reliance on the exemption in Rule 163, and (iv) at the Execution Time (with such date being used as the determination date for purposes of this clause (iv)), the Company was or is (as the case may be) a

"well-known seasoned issuer" as defined in Rule 405. The Company agrees to pay the fees required by the Commission relating to the Offered Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(e) (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2)) of any Offered Securities and (ii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (ii)), the Company was not and is not an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an Ineligible Issuer.

(f) Each Issuer Free Writing Prospectus, if any, and the final term sheet prepared and filed pursuant to Section 4(c) hereto do not include any information that conflicts with the information contained in the Registration Statement, including any document incorporated by reference therein and any prospectus supplement deemed to be a part thereof that has not been superseded or modified, except that the foregoing does not apply to statements in or omissions from any of such documents based upon written information furnished to the Company by any Underwriter through the Representatives, if any, specifically for use therein.

3. *Purchase and Offering of Offered Securities*. The obligation of the Underwriters to purchase the Offered Securities will be evidenced by an agreement or exchange of other written communications ("**Terms Agreement**") at the time the Company determines to sell the Offered Securities. The Terms Agreement will incorporate by reference the provisions of this Agreement, except as otherwise provided therein, and will specify the firm or firms which will be Underwriters, the names of any Representatives, the principal amount of the Offered Securities to be purchased by each Underwriter, the commission or fee to be paid to the Underwriters and the terms of the Offered Securities not already specified in the applicable Indenture, including, but not limited to, interest rate, maturity, any redemption provisions and any sinking fund requirements. The Terms Agreement will also specify the time and date of delivery and payment (such time and date, or such other time not later than seven full business days thereafter as the Representatives and the Company agree as the time for payment and delivery, being herein and in the Terms Agreement referred to as the "**Closing Date**"), the place of delivery and payment and any details of the terms of offering that should be reflected in the prospectus supplement relating to the offering of the Offered Securities. For purposes of Rule 15c6-1 under the Securities Exchange Act of 1934, the Closing Date (if later than the otherwise applicable settlement date) shall be the date for payment of funds and delivery of certificates for (or book-entry interests representing) all the Offered Securities sold pursuant to the offering. The obligations of the Underwriters to purchase the Offered Securities will be several and not joint. It is understood that the Underwriters propose to offer the Offered Securities for sale as set forth in the Final Prospectus.

If the Terms Agreement specifies "Book-Entry Only" settlement or otherwise states that the provisions of this paragraph shall apply, each of Funding I and Funding II will deliver against payment of the cash purchase price the Offered Securities to be issued by it in the form of one or more permanent global securities in definitive form (the "**Global Securities**") deposited with the Trustee as custodian for The Depository Trust Company ("**DTC**") and registered in the name of Cede & Co., as nominee for DTC. Interests in any permanent global securities will be held only in book-entry form through DTC, except in the limited circumstances described in the Final Prospectus. Payment for the Funding I Offered Securities shall be made by the Underwriters in Federal (same day) funds by official check or checks or wire transfer to an account previously designated by Funding I at a bank acceptable to the Representatives, in each case drawn to the order of Funding I at the place of payment specified in the Terms Agreement on the Closing Date, against delivery to the Trustee as custodian for DTC of the Global Securities representing all of the Funding I Offered Securities. Payment for the Funding II Offered Securities shall be made by the Underwriters in Federal (same day) funds by official check or checks or wire transfer to an account previously designated by Funding II at a bank acceptable to the Representatives, in each case drawn to the order of Funding II at the place of payment specified in the Terms Agreement on the Closing Date, against delivery to the Trustee as custodian for DTC of the Global Securities representing all of the Funding II Offered Securities.

4. *Certain Agreements of the Company*. The Company agrees with the several Underwriters that it will furnish to counsel for the Underwriters one signed copy of the registration statement relating to the Registered Securities, including all exhibits, in the form it became effective and of all amendments thereto and that, in connection with each offering of Offered Securities:

(a) The Company will file the Final Prospectus with the Commission pursuant to and in accordance with Rule 424(b)(2) (or, if applicable and if consented to by the Representatives, subparagraph (5)) not later than the second business day following the execution and delivery of the Terms Agreement.

(b) During any time when a prospectus relating to the Offered Securities is required to be delivered under the Act in connection with sales by any Underwriter or dealer (including in circumstances where such requirement may be satisfied pursuant to Rule 172), the Company will advise the Representatives promptly of any proposal to amend or supplement the Registration Statement or the Final Prospectus and will afford the Representatives a reasonable opportunity to comment on any such proposed amendment or supplement; and the Company will also advise the Representatives promptly of the filing of any such amendment or supplement and of the institution by the Commission of any stop order proceedings or any notice from the Commission objecting to its use in respect of the Registration Statement or of any part thereof and will use its best efforts to prevent the issuance of any such stop order and to obtain as soon as possible its lifting, if issued.

(c) The Company will prepare a final term sheet, containing solely a description of the Offered Securities, in a form approved by the Representatives, and will file such term sheet pursuant to Rule 433(d) under the Act within the time required by such Rule.

(d) If there occurs an event or development as a result of which the Disclosure Package would include an untrue statement of a material fact or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will promptly notify the Representatives, so that any use of the Disclosure Package may cease until it is amended or supplemented, and will promptly prepare and file with the Commission, at its own expense, an amendment or supplement that will correct such statement or omission or an amendment that will effect such compliance.

(e) If, at any time when a prospectus relating to the Offered Securities is required to be delivered under the Act in connection with sales by any Underwriter or dealer (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Final Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend the Final Prospectus to comply with the Act, the Company promptly will notify the Representatives of such event and will promptly prepare and file with the Commission, at its own expense, an amendment or supplement that will correct such statement or omission or an amendment that will effect such compliance. The terms “supplement” and “amendment” as used in this Agreement include, without limitation, all documents filed by the Company with the Commission subsequent to the date of the Final Prospectus that are deemed to be incorporated by reference in the Final Prospectus. Neither the Representatives’ consent to, nor the Underwriters’ delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 5 hereof.

(f) As soon as practicable, but not later than 16 months, after the date of each Terms Agreement, ConocoPhillips will make generally available to its security holders an earnings statement covering a period of at least 12 months beginning after the latest of (i) the effective date of the registration statement relating to the Registered Securities, (ii) the effective date of the most recent post-effective amendment to the Registration Statement to become effective prior to the date of such Terms Agreement and (iii) the date of ConocoPhillips’ most recent Annual Report on Form 10-K filed with the Commission prior to the date of such Terms Agreement, which will satisfy the provisions of Section 11(a) of the Act.

(g) The Company will furnish to the Representatives copies of the Registration Statement, including all exhibits, and during any time when a

prospectus relating to the Offered Securities is required to be delivered under the Act in connection with sales by any Underwriter or dealer (including in circumstances where such requirement may be satisfied pursuant to Rule 172), the Base Prospectus, any related Preliminary Final Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Representatives reasonably request.

(h) The Company will use its reasonable best efforts to arrange for the qualification of the Offered Securities for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Representatives designate and will continue such qualifications in effect so long as required for the distribution; provided, however, that none of ConocoPhillips, Funding I, Funding II or CPCo will be required in connection therewith to register or qualify as a foreign corporation where it is not now so qualified or to execute a general consent to service of process in any jurisdiction or subject itself to taxation in any jurisdiction where it is not now so subject. The Company will promptly advise the Representatives of the receipt by it or CPCo of any notification with respect to the suspension of the qualification of the Offered Securities for offer and sale in any such jurisdiction or the initiation or threatening of any proceeding for such purpose.

(i) During the period of five years after the date of any Terms Agreement, the Company will furnish or make available to the Representatives and, upon request, to each of the other Underwriters, if any, as soon as practicable after the end of each fiscal year, a copy of ConocoPhillips' annual report to stockholders for such year; and the Company will furnish or make available to the Representatives (i) as soon as available, a copy of each report (other than a report on Form 11-K) and any definitive proxy statement of ConocoPhillips filed with the Commission under the Securities Exchange Act of 1934 or mailed to stockholders, and (ii) from time to time, such other information concerning ConocoPhillips, Funding I, Funding II or CPCo as the Representatives may reasonably request in connection with the offering of the Offered Securities.

(j) The Company will pay all expenses incident to the performance of its obligations under the Terms Agreement (including the provisions of this Agreement), for any filing fees or other expenses (including reasonable fees and disbursements of counsel) in connection with qualification of the Registered Securities for sale and determination of their eligibility for investment under the laws of such jurisdictions as the Representatives may designate in accordance with Section 4(h) and the printing of memoranda relating thereto, for any fees charged by investment rating agencies for the rating of the Offered Securities, for any applicable filing fee incident to, and the reasonable fees and disbursements of counsel for the Underwriters in connection with, the review by the National Association of Securities Dealers, Inc. of the Registered Securities, for any travel expenses of the Company's officers and employees and any other expenses of the Company in connection with attending or hosting meetings with prospective

purchasers of Registered Securities and for expenses incurred in preparing, printing and distributing the Final Prospectus, any preliminary prospectuses, any preliminary prospectus supplements or any other amendments or supplements to the Final Prospectus to the Underwriters.

(k) The Company agrees that, unless it has obtained or will obtain, as the case may be, the prior written consent of the Representatives, and each Underwriter, severally and not jointly, agrees with the Company that, unless it has obtained or will obtain, as the case may be, the prior written consent of the Company, it has not made and will not make any offer relating to the Offered Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405) required to be filed by the Company with the Commission or retained by the Company under Rule 433, other than the final term sheet prepared and filed pursuant to Section 4(c) hereto; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the Free Writing Prospectuses, if any, included in Schedule B to the applicable Terms Agreement. Any such free writing prospectus consented to by the Representatives or the Company is hereinafter referred to as a "**Permitted Free Writing Prospectus**." The Company agrees that (x) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (y) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(l) The Company consents to the use by any Underwriter of a free writing prospectus that (a) is not an Issuer Free Writing Prospectus, and (b) contains only (i) information describing the preliminary terms of the Offered Securities or their offering, (ii) information required or permitted by Rule 134 under the Act that is not "issuer information" as defined in Rule 433 or (iii) information that describes the final terms of the Offered Securities or their offering and that is included in the final term sheet prepared and filed pursuant to Section 4(c) hereto.

(m) The Company will not, and ConocoPhillips will cause CPCo not to, offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to United States dollar-denominated debt securities issued or guaranteed by ConocoPhillips, Funding I, Funding II or CPCo and having a maturity of more than one year from the date of issue, or publicly disclose the intention to make any such offer, sale, pledge, disposition or filing, without the prior written consent of the Representatives for a period beginning at the time of execution of the Terms Agreement and ending the number of days after the Closing Date specified under "Blackout" in the Terms Agreement.

5. *Conditions of the Obligations of the Underwriters*. The obligations of the several Underwriters to purchase and pay for the Offered Securities will be subject to the accuracy of the representations and warranties on the part of the Company herein, to the

accuracy of the statements of Company officers made pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions precedent:

(a) On or prior to the Execution Time, the Representatives, on behalf of the Underwriters, shall have received a letter, dated the date of delivery thereof, of Ernst & Young LLP confirming that they are independent registered public accountants within the meaning of the Act and the applicable published Rules and Regulations thereunder and stating to the effect that:

(i) in their opinion the financial statements and any schedules audited by them and included or incorporated by reference in the Base Prospectus, Preliminary Final Prospectus and Final Prospectus comply as to form in all material respects with the applicable accounting requirements of the Act and the related published Rules and Regulations;

(ii) they have performed the procedures specified by the Public Company Accounting Oversight Board for a review of interim financial information as described in Statement of Auditing Standards No. 100, Interim Financial Information, on any unaudited financial statements included in the Registration Statement;

(iii) on the basis of the review referred to in clause (ii) above, a reading of the latest available interim financial statements of ConocoPhillips, inquiries of officials of ConocoPhillips who have responsibility for financial and accounting matters and other specified procedures, nothing came to their attention that caused them to believe that:

(A) the unaudited financial statements, if any, included in the Disclosure Package or the Final Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the Act and the related published Rules and Regulations or any material modifications should be made to such unaudited financial statements for them to be in conformity with generally accepted accounting principles;

(B) if any unaudited “capsule” information is contained in the Disclosure Package or the Final Prospectus, the unaudited consolidated total revenues, net income and net income per share amounts or other amounts constituting such “capsule” information and described in such letter do not agree with the corresponding amounts set forth in the unaudited consolidated financial statements or were not determined on a basis substantially consistent with that of the corresponding amounts in the audited statements of income;

(C) at the date of the latest available balance sheet read by such accountants, or at a subsequent specified date not more than three business days prior to the date of the such letter, there was any change in the capital stock or any increase in short-term indebtedness or long-term debt of ConocoPhillips and its consolidated subsidiaries or, at the date of the latest available balance sheet read by such accountants, there was any decrease in consolidated net current assets (working capital) or stockholders' equity, as compared with amounts shown on the latest balance sheet included in the Disclosure Package or the Final Prospectus; or

(D) for the period from the closing date of the latest income statement included in the Disclosure Package or the Final Prospectus to the closing date of the latest available income statement read by such accountants there were any decreases, as compared with the corresponding period of the previous year and with the period of corresponding length ended the date of the latest income statement included in the Disclosure Package or the Final Prospectus, in consolidated total revenues or net income;

except in all cases set forth in clauses (C) and (D) above for changes, increases or decreases which the Disclosure Package and the Final Prospectus discloses have occurred or may occur or which are described in such letter;

(iv) they have compared specified dollar amounts (or percentages derived from such dollar amounts) and other financial information contained in the Registration Statement, the Final Prospectus and the Disclosure Package (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of ConocoPhillips and its subsidiaries subject to the internal controls of ConocoPhillips' accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such letter and have found such dollar amounts, percentages and other financial information to be in agreement with such results, except as otherwise specified in such letter; and

(v) they have read any pro forma financial information which is included in the Disclosure Package or the Final Prospectus and performed the additional procedures suggested by Example D of Statement of Auditing Standards No. 72.

All financial statements and schedules included in material incorporated by reference into the Disclosure Package or the Final Prospectus shall be deemed

included in the Disclosure Package or the Final Prospectus for purposes of this subsection.

(b) The Final Prospectus shall have been filed with the Commission in accordance with the Rules and Regulations and Section 4(a) of this Agreement. The final term sheet contemplated by Section 4(c) hereto, and any other material required to be filed by the Company pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433. No stop order suspending the effectiveness of the Registration Statement or of any part thereof or any notice from the Commission objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of the Company or any Underwriter, shall be contemplated by the Commission.

(c) Subsequent to the execution of the Terms Agreement, there shall not have occurred (i) any change, or any development or event involving a prospective change, in the condition (financial or other), business, properties or results of operations of ConocoPhillips and its subsidiaries taken as one enterprise which, in the judgment of a majority in interest of the Underwriters including any Representatives, is material and adverse and makes it impractical or inadvisable to proceed with completion of the public offering or the sale of and payment for the Offered Securities; (ii) any downgrading in the rating of any debt securities of ConocoPhillips by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act), or any public announcement that any such organization has under surveillance or review its rating of any debt securities of ConocoPhillips (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating); (iii) any material suspension or material limitation of trading in securities generally on the New York Stock Exchange, or any setting of minimum prices for trading on such exchange or any suspension of trading of any securities of ConocoPhillips on any exchange or in the over-the-counter market; (iv) any banking moratorium declared by U.S. Federal or New York authorities; or (v) any outbreak or escalation of major hostilities in which the United States is involved, any declaration of war by Congress or any other substantial national or international calamity or emergency if, in the judgment of a majority in interest of the Underwriters including any Representatives, the effect of any such outbreak, escalation, declaration, calamity or emergency makes it impractical or inadvisable to proceed with completion of the public offering or the sale of and payment for the Offered Securities.

(d) The Representatives, on behalf of the Underwriters, shall have received an opinion, dated the Closing Date, of Baker Botts L.L.P., counsel for ConocoPhillips, to the effect that:

(i) ConocoPhillips has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, with

corporate power and authority to own its properties and conduct its business as described in the Final Prospectus;

(ii) the Funding I Indenture has been duly authorized, executed and delivered by the Funding I Guarantors and has been duly qualified under the Trust Indenture Act; the Funding I Guarantee of each of the Funding I Guarantors has been duly authorized, executed and delivered by such Funding I Guarantor; assuming the due authorization, execution and delivery by Funding I of the Funding I Indenture and the due authorization, execution, issuance and delivery of the Funding I Offered Securities by Funding I in accordance with the provisions of the Funding I Indenture and the Terms Agreement (including the provisions of this Agreement), the Funding I Indenture and the Funding I Offered Securities are valid and legally binding obligations of Funding I, enforceable against Funding I in accordance with their terms, and the Funding I Indenture and the Funding I Guarantees of each of the Funding I Guarantors are valid and legally binding obligations of such Funding I Guarantor, enforceable against such Funding I Guarantor in accordance with their terms, except in each case to the extent such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity (whether considered in a proceeding in equity or at law); and the Funding I Offered Securities conform in all material respects to the description thereof contained in the Disclosure Package and the Final Prospectus;

(iii) the Funding II Indenture has been duly authorized, executed and delivered by the Funding II Guarantors and has been duly qualified under the Trust Indenture Act; the Funding II Guarantee of each of the Funding II Guarantors has been duly authorized, executed and delivered by such Funding II Guarantor; assuming the due authorization, execution and delivery by Funding II of the Funding II Indenture and the due authorization, execution, issuance and delivery of the Funding II Offered Securities by Funding II in accordance with the provisions of the Funding II Indenture and the Terms Agreement (including the provisions of this Agreement), the Funding II Indenture and the Funding II Offered Securities are valid and legally binding obligations of Funding II, enforceable against Funding II in accordance with their terms, and the Funding II Indenture and the Funding II Guarantee of each of the Funding II Guarantors are valid and legally binding obligations of such Funding II Guarantor, enforceable against such Funding II Guarantor in accordance with their terms, except in each case to the extent such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity (whether considered in a proceeding in equity or at law); and the Funding II Offered Securities conform in all material

respects to the description thereof contained in the Disclosure Package and the Final Prospectus;

(iv) no consent, approval, authorization or order of, or filing with, any governmental agency or body or any court is required under the Delaware General Corporation Law, the laws of the State of Texas or the federal laws of the United States for the consummation of the transactions contemplated by the Terms Agreement (including the provisions of this Agreement) in connection with the issuance or sale of the Funding I Offered Securities by Funding I or the Funding II Offered Securities by Funding II, except such as have been obtained and made under the Act and the Trust Indenture Act and such as may be required under state securities laws;

(v) the execution, delivery and performance by ConocoPhillips of the Indentures and the Terms Agreement (including the provisions of this Agreement), by CPCo of the Indentures and by Funding I and Funding II of the Funding I Indenture and the Funding II Indenture, as applicable, and the Terms Agreement (including the provisions of this Agreement) and the issuance and sale of the Offered Securities by Funding I and Funding II, as applicable, and compliance by ConocoPhillips, CPCo, Funding I and Funding II, as applicable, with the terms and provisions thereof will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, the Delaware General Corporation Law, the laws of the State of Texas or the federal laws of the United States, and each Guarantor has all necessary corporate power and authority to perform its Guarantee as contemplated by the Indentures;

(vi) the Registration Statement has become effective under the Act, the Final Prospectus was filed with the Commission pursuant to the subparagraph of Rule 424(b) specified in such opinion on the date specified therein, the final term sheet contemplated by Section 4(c) hereto and any Issuer Free Writing Prospectus specified in such opinion has been filed with the Commission within the applicable time period prescribed therefor by Rule 433, and, to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement or any part thereof or any notice from the Commission objecting to its use has been issued and no proceedings for that purpose have been instituted or are pending or threatened under the Act, and the registration statement relating to the Registered Securities, as of its effective date, the Registration Statement and the Final Prospectus, as of the Execution Time, and any amendment or supplement thereto, as of its date (in each case, other than the financial statements and schedules, the notes thereto and the auditor’s reports thereon, management’s report on internal control over financial reporting, if any, the other financial, reserve engineering, numerical, statistical and accounting data included or incorporated by reference therein, or omitted therefrom, as to which such counsel need not

comment), appear on their face to comply as to form in all material respects with the requirements of the Act, the Trust Indenture Act and the Rules and Regulations; and

(vii) the Terms Agreement (including the provisions of this Agreement) has been duly authorized, executed and delivered by ConocoPhillips.

(e) The Representatives, on behalf of the Underwriters, shall have received an opinion, dated the Closing Date, of McInnes Cooper, Canadian counsel for Funding I and Funding II, to the effect that:

(i) each of Funding I and Funding II has been duly incorporated as an unlimited liability company and is validly subsisting and in good standing under the laws of Province of Nova Scotia and has the corporate power and authority to conduct its business as described in the Disclosure Package and the Prospectus and is duly qualified to transact business in the Province of Nova Scotia;

(ii) the Terms Agreement (including the provisions of this Agreement) has been duly authorized, executed and delivered by each of Funding I and Funding II;

(iii) the Funding I Indenture has been duly authorized, executed and delivered by Funding I;

(iv) the Funding II Indenture has been duly authorized, executed and delivered by Funding II;

(v) the Funding I Offered Securities have been duly authorized and executed by Funding I and issued and delivered by Funding I;

(vi) the Funding II Offered Securities have been duly authorized and executed by Funding II and issued and delivered by Funding II;

(vii) the execution and delivery by each of Funding I and Funding II of, and the performance by each of Funding I and Funding II of its obligations under, the Terms Agreement (including the provisions of this Agreement), the Funding I Indenture and the Funding II Indenture, respectively, the Funding I Offered Securities and the Funding II Offered Securities, respectively, will not contravene any provisions of the memorandum or articles of association of Funding I or Funding II, as applicable;

(viii) to the knowledge of such counsel, the execution and delivery by each of Funding I and Funding II of, and the performance by Funding I and Funding II of their respective obligations under, the Terms Agreement (including the provisions of the Underwriting Agreement), the Funding I

Indenture and the Funding II Indenture, respectively, and the Funding I Offered Securities and the Funding II Offered Securities, respectively, will not contravene any judgment, order or decree of any governmental body, agency or court having jurisdiction in the Province of Nova Scotia, or any provision of the laws of the Province of Nova Scotia or the federal laws of Canada applicable therein, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency having jurisdiction in the Province of Nova Scotia is required for the performance by Funding I or Funding II of its obligations under the Terms Agreement (including the provisions of the Underwriting Agreement), the Funding I Indenture and the Funding II Indenture, respectively, and the Funding I Offered Securities and the Funding II Offered Securities, respectively;

(ix) a court of competent jurisdiction in the Province of Nova Scotia would give effect to the choice of New York law as chosen by the parties as the proper law governing each Indenture, the Offered Securities and the Terms Agreement (including the provisions of this Agreement) provided that such choice of law is bona fide and legal (in the sense that it was not made with a view to avoiding the consequences of the laws of any other jurisdiction) and provided that such choice of law is not contrary to public policy, as that term is understood under the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein; to the knowledge of such counsel, there are no reasons under present law for avoiding the choice of New York law to govern each Indenture, the Offered Securities and the Terms Agreement (including the provisions of this Agreement) under the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein;

(x) if either Indenture, the Offered Securities and the Terms Agreement (including the provisions of this Agreement) were sought to be enforced in the Province of Nova Scotia in accordance with the laws applicable thereto, as chosen by the parties, namely, New York law, a court of competent jurisdiction in the Province of Nova Scotia would, subject to paragraph (ix) above, and to the extent specifically pleaded and proved as a fact by expert evidence, recognize the choice of New York law and apply such law to all issues that, under the conflict of laws rules of the Province of Nova Scotia, are to be determined in accordance with the proper or governing law of a contract, provided that none of the provisions of either Indenture, the Offered Securities or the Terms Agreement (including the provisions of this Agreement), or of New York law, are contrary to public policy as that term is understood under the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein; and further provided that, such court will not apply those laws of New York which a Court of the Province of Nova Scotia would characterize as revenue, expropriatory or penal or the application of which would be inconsistent with public policy, as such term is applied by such Court and, in matters of procedure (as that term is understood under the

laws of the Province of Nova Scotia and the federal laws of Canada applicable therein), the laws of the Province of Nova Scotia will be applied including the Limitations Act, and a court of competent jurisdiction in the Province of Nova Scotia will retain discretion to decline to hear such action and apply such law (i) if it is contrary to public policy (as that term is understood under the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein) for such court to do so, or (ii) if it is not the proper forum to hear such an action, or (iii) if concurrent proceedings are being brought elsewhere; to the knowledge of such counsel, there are no reasons based on public policy, as that term is understood under the laws of the Province of Nova Scotia and the laws of Canada applicable therein, for avoiding enforcement of either Indenture, the Offered Securities or the Terms Agreement (including the provisions of this Agreement) (with the exception of the indemnity and contribution provisions contained therein);

(xi) the laws of the Province of Nova Scotia permit an action to be brought in a court of competent jurisdiction in the Province of Nova Scotia on any final and conclusive judgment in personam for a definite sum of money of any federal or state court located in the Borough of Manhattan in the City of New York ("New York Court") respecting the enforcement of either Indenture, the Offered Securities and the Terms Agreement (including the provisions of this Agreement) that is not impeachable as void or voidable under the internal laws of the State of New York if: (i) the court rendering such judgment had jurisdiction over the judgment debtor, as recognized by the courts of the Province of Nova Scotia (to the knowledge of such counsel, submission under the provisions of either Indenture, the Offered Securities and the Terms Agreement (including the provisions of this Agreement) to the jurisdiction of the New York Court will be sufficient for this purpose), and the judgment debtor was properly served in the action leading to such judgment; (ii) such judgment was not obtained by fraud or in a manner contrary to natural justice and the enforcement thereof would not be inconsistent with public policy, as such term is understood under the laws of the Province of Nova Scotia, or contrary to any order made by the Attorney General of Canada under the Foreign Extraterritorial Measures Act (Canada) or by the Competition Tribunal under the Competition Act (Canada); (iii) the enforcement of such judgment does not constitute, directly or indirectly, the enforcement of foreign revenue, expropriation or penal laws or other laws of a public law nature; (iv) no new admissible evidence relevant to the action is discovered prior to rendering of judgment by the court in the Province of Nova Scotia; (v) there has been no prior judgment in another court between the same parties concerning the same issues as are dealt with in the judgment to be enforced in the Province of Nova Scotia; and (vi) the action to enforce such judgment is commenced within the applicable limitation periods; to the knowledge of such counsel, there are no reasons under present law of the Province of Nova Scotia for avoiding recognition

of said judgments of New York Courts which might be rendered in respect of either Indenture, the Offered Securities and the Terms Agreement (including the provisions of this Agreement) based upon public policy, as that term is understood under the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein; and

(xii) in an action on a final and conclusive judgment in personam for a definite sum of money of a New York Court which is not impeachable as void or voidable under New York law, a court of competent jurisdiction in the Province of Nova Scotia would not refuse to recognize the jurisdiction of the court rendering such judgment on the basis of process having been served on CT Corporation System as the agent to receive service of process in the United States of America appointed by each of Funding I and Funding II under either Indenture or the Terms Agreement (including the provisions of this Agreement) provided each of Funding I and Funding II has not purported to revoke the appointment, or CT Corporation System has not terminated the agency or otherwise rendered service on it ineffective.

(f) The Representatives, on behalf of the Underwriters, shall have received an opinion, dated the Closing Date, of Wayne C. Byers, Esq., senior counsel for ConocoPhillips, to the effect that:

(i) ConocoPhillips is duly qualified to do business as a foreign corporation in good standing in all jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on ConocoPhillips and its subsidiaries, taken as whole;

(ii) each Material Subsidiary of ConocoPhillips (as defined in the Terms Agreement) has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Final Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on ConocoPhillips and its subsidiaries, taken as a whole; all of the issued shares of capital stock of each Material Subsidiary of ConocoPhillips have been duly and validly authorized and issued, are fully paid and non-assessable; except as set forth in the Final Prospectus, all of the issued shares of capital stock of each Material Subsidiary and all partnership interests in any Material Subsidiary, where applicable, are owned directly or indirectly by ConocoPhillips, free and clear of all liens, encumbrances, equities or claims;

(iii) the execution, delivery and performance by ConocoPhillips of each Indenture and the Terms Agreement (including the provisions of this Agreement), by Funding I of the Funding I Indenture and the Terms Agreement (including the provisions of this Agreement) and by Funding II of the Funding II Indenture and the Terms Agreement (including the provisions of this Agreement) and the issuance and sale of the Offered Securities by Funding I and Funding II, as applicable, and compliance by Funding I and Funding II, as applicable, with the terms and provisions thereof will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, any agreement or instrument to which ConocoPhillips, any Material Subsidiary, Funding I or Funding II is a party or by which ConocoPhillips, any Material Subsidiary, Funding I or Funding II is bound or to which any of the properties of ConocoPhillips, any Material Subsidiary, Funding I or Funding II is subject that is material to ConocoPhillips and its subsidiaries, taken as a whole, or to Funding I or Funding II, or the charter or by-laws of ConocoPhillips;

(iv) the descriptions in the Registration Statement and the Final Prospectus of statutes, legal and governmental proceedings and contracts and other documents are accurate in all material respects and fairly present the information required to be shown; and

(v) such counsel does not know of any legal or governmental proceedings pending or threatened to which ConocoPhillips or any of its subsidiaries is a party or to which any of the properties of ConocoPhillips or any of its subsidiaries is subject that, in such counsel's judgment, are required to be described in the Registration Statement or the Final Prospectus and are not so described or of any statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Final Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required.

Such counsel shall also state that such counsel has participated in conferences with officers and other representatives of ConocoPhillips, representatives of the independent registered public accounting firm of ConocoPhillips, representatives of the Underwriters and counsel to the Underwriters at which the contents of the Registration Statement, the Final Prospectus and the Disclosure Package were discussed and, although such counsel did not independently verify such information and is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Final Prospectus and the Disclosure Package, on the basis of the foregoing no facts came to such counsel's attention that led such counsel to believe that the Registration Statement (other than the financial statements and schedules, the notes thereto and the auditor's reports thereon, management's report on internal control over financial reporting, if any, the other financial, reserve engineering, numerical, statistical and accounting data included or incorporated by reference therein, or omitted

therefrom, and the exhibits thereto, as to which such counsel need not comment) as of its effective date contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or that the Final Prospectus (other than the financial statements and schedules, the notes thereto and the auditors' report thereon, management's report on internal control over financial reporting, if any, and the other financial, reserve engineering, numerical, statistical and accounting data included or incorporated by reference therein, or omitted therefrom, as to which such counsel need not comment) as of its date or as of the Closing Date included an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Disclosure Package (other than the financial statements and schedules, the notes thereto and the auditors' report thereon, management's report on internal control over financial reporting, if any, and the other financial, reserve engineering, numerical, statistical and accounting data included or incorporated by reference therein, or omitted therefrom, as to which such counsel need not comment) as of the Execution Time included an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The Representatives, on behalf of the Underwriters, shall have received from Cravath, Swaine & Moore LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to the incorporation of ConocoPhillips, the validity of the Offered Securities, the Registration Statement, the Final Prospectus, the Disclosure Package and other related matters as the Representatives may require, and ConocoPhillips shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(h) The Representatives, on behalf of the Underwriters, shall have received a certificate, dated the Closing Date, of the President or any Vice President and a principal financial or accounting officer of ConocoPhillips in which such officers, to the best of their knowledge after reasonable investigation, shall state that the representations and warranties of ConocoPhillips in this Agreement are true and correct, that ConocoPhillips has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date, that no stop order suspending the effectiveness of the Registration Statement or of any part thereof or any notice from the Commission objecting to its use has been issued and no proceedings for that purpose have been instituted or are contemplated by the Commission and that, subsequent to the date of the most recent financial statements in the Final Prospectus, there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or other), business, properties or results of operations of ConocoPhillips and its subsidiaries taken as a whole except as set forth in or contemplated by the Disclosure Package and the Final Prospectus or as described in such certificate.

(i) The Representatives, on behalf of the Underwriters, shall have received a certificate, dated the Closing Date, of the President or any Vice President of Funding I in which such officer, to the best of his knowledge after reasonable investigation, shall state that the representations and warranties of Funding I in this Agreement are true and correct, that Funding I has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date and that no stop order suspending the effectiveness of the Registration Statement or of any part thereof has been issued and no proceedings for that purpose have been instituted or are contemplated by the Commission, except as described in such certificate.

(j) The Representatives, on behalf of the Underwriters, shall have received a certificate, dated the Closing Date, of the President or any Vice President of Funding II in which such officer, to the best of his knowledge after reasonable investigation, shall state that the representations and warranties of Funding II in this Agreement are true and correct, that Funding II has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date and that no stop order suspending the effectiveness of the Registration Statement or of any part thereof has been issued and no proceedings for that purpose have been instituted or are contemplated by the Commission, except as described in such certificate.

(k) The Representatives, on behalf of the Underwriters, shall have received a letter, dated the Closing Date, of Ernst & Young LLP which meets the requirements of subsection (a) of this Section, except that the specified date referred to in such subsection will be a date not more than three days prior to the Closing Date for the purposes of this subsection.

The Company will furnish the Representatives with such conformed copies of such opinions, certificates, letters and documents as the Representatives reasonably request. The Representatives may in their sole discretion waive on behalf of the Underwriters compliance with any conditions to the obligations of the Underwriters under this Agreement and the Terms Agreement.

6. *Indemnification and Contribution*. (a) The Company will indemnify and hold harmless each Underwriter, its partners, directors and officers and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act, against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, the Base Prospectus, any Preliminary Final Prospectus, the Final Prospectus, any Issuer Free Writing Prospectus or the information contained in the final term sheet required to be prepared and filed pursuant to Section 4(c) hereto, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or

other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that none of ConocoPhillips, Funding I or Funding II will be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives, if any, specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in the Terms Agreement.

(b) Each Underwriter will severally and not jointly indemnify and hold harmless ConocoPhillips, Funding I, Funding II and CPCo, their respective directors and officers and each person, if any, who controls ConocoPhillips, Funding I, Funding II and CPCo within the meaning of Section 15 of the Act, against any losses, claims, damages or liabilities to which ConocoPhillips, Funding I, Funding II or CPCo may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, the Base Prospectus, any Preliminary Final Prospectus, the Final Prospectus, any Issuer Free Writing Prospectus or the information contained in the final term sheet required to be prepared and filed pursuant to Section 4(c) hereto, or any amendment or supplement thereto, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives, if any, specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by ConocoPhillips, Funding I, Funding II or CPCo in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in the Terms Agreement.

(c) Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under subsection (a) or (b) above, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such

indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to, or an admission of fault, culpability or a failure to act by or on behalf of an indemnified party.

(d) If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Offered Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting fees paid to (including any underwriting discounts and commissions received by) the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or

alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Company under this Section shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to the partners, directors, officers and each person, if any, who controls any Underwriter within the meaning of the Act; and the obligations of the Underwriters under this Section shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each director of ConocoPhillips, Funding I, Funding II or CPCo, to each officer of ConocoPhillips, Funding I, Funding II or CPCo who has signed the Registration Statement and to each person, if any, who controls ConocoPhillips, Funding I, Funding II or CPCo within the meaning of the Act.

7. *Default of Underwriters*. If any Underwriter or Underwriters default in their obligations to purchase Offered Securities under the Terms Agreement and the aggregate principal amount of Offered Securities that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total principal amount of Offered Securities, the Representatives may make arrangements satisfactory to the Company for the purchase of such Offered Securities by other persons, including any of the Underwriters, but if no such arrangements are made by the Closing Date, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments under the Terms Agreement (including the provisions of this Agreement), to purchase the Offered Securities that such defaulting Underwriters agreed but failed to purchase. If any Underwriter or Underwriters so default and the aggregate principal amount of Offered Securities with respect to which such default or defaults occur exceeds 10% of the total principal amount of Offered Securities and arrangements satisfactory to the Representatives and the Company for the purchase of such Offered Securities by other persons are not made within 36 hours after such default, the Terms Agreement will terminate without liability on the part of any non-defaulting Underwriter, ConocoPhillips, Funding I, Funding II or CPCo, except as provided in Section 8. As used in this Agreement, the term "Underwriter" includes any person substituted for an Underwriter under this Section. Nothing herein will relieve a defaulting Underwriter from liability for its default.

8. *Survival of Certain Representations and Obligations*. The respective indemnities, agreements, representations, warranties and other statements of ConocoPhillips, Funding I, Funding II or CPCo or their respective officers and of the several Underwriters set forth in or made pursuant to the Terms Agreement (including the provisions of this Agreement) will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, ConocoPhillips, Funding I, Funding II or CPCo or any of their respective

representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Securities. If the Terms Agreement is terminated pursuant to Section 7 or if for any reason the purchase of the Offered Securities by the Underwriters is not consummated, the Company shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 4 and the respective obligations of the Company and the Underwriters pursuant to Section 6 shall remain in effect. If the purchase of the Offered Securities by the Underwriters is not consummated for any reason other than solely because of the termination of the Terms Agreement pursuant to Section 7 or the occurrence of any event specified in clause (iii), (iv) or (v) of Section 5(c), the Company will reimburse the Underwriters for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Offered Securities.

9. *No Fiduciary Duty*. The Company hereby acknowledges that (a) the purchase and sale of any Offered Securities pursuant to this Agreement and the applicable Terms Agreement is an arm's-length commercial transaction between the Company and CPCo, on the one hand, and the Underwriters and any affiliate through which it may be acting, on the other, (b) the Underwriters are acting as principal and not as an agent or fiduciary of the Company or CPCo and (c) the Company's engagement of the Underwriters in connection with any offering and the process leading up to the offering of any Offered Securities is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with any offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company or CPCo on related or other matters). The Company agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company or CPCo, in connection with such offering or the process leading thereto.

10. *Notices*. All communications hereunder will be in writing and, if sent to the Underwriters, will be mailed, delivered or telegraphed and confirmed to them at their address furnished to the Company in writing for the purpose of communications hereunder or, if sent to the Company or CPCo, will be mailed, delivered or telegraphed and confirmed to it at ConocoPhillips, 600 North Dairy Ashford, Houston, Texas 77079, Attention: Chief Financial Officer.

11. *Successors*. The Terms Agreement (including the provisions of this Agreement) will inure to the benefit of and be binding upon ConocoPhillips, Funding I, Funding II, CPCo and such Underwriters as are identified in the Terms Agreement and their respective successors and the officers and directors and controlling persons referred to in Section 6, and no other person will have any right or obligation hereunder.

12. *Representation of Underwriters*. Any Representatives will act for the several Underwriters in connection with the financing described in the Terms Agreement, and any action under such Terms Agreement (including the provisions of this Agreement) taken by the Representatives will be binding upon all the Underwriters.

13. *Counterparts*. The Terms Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

14. *Applicable Law*. This Agreement and the Terms Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws.

Each of ConocoPhillips, Funding I, Funding II and CPCo hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to the Terms Agreement (including the provisions of this Agreement) or the transactions contemplated thereby.

ConocoPhillips Canada Funding Company I

and

ConocoPhillips Canada Funding Company II

Debt Securities
fully and unconditionally guaranteed by ConocoPhillips and ConocoPhillips Company

TERMS AGREEMENT

October 10, 2006

To: The Representatives of the Underwriters identified herein

Ladies & Gentlemen:

The Company agrees to sell to the several Underwriters named in Schedule A hereto for their respective accounts, on and subject to the terms and conditions of the Underwriting Agreement to be filed by ConocoPhillips in its Report on Form 8-K dated October 10, 2006 ("**Underwriting Agreement**"), the following securities ("**Offered Securities**") on the following terms:

Issuer:	**Funding I**
Title:	5.625% Notes Due 2016 ("2016 Notes")
Guarantors:	ConocoPhillips and ConocoPhillips Company
Principal Amount:	$1,250,000,000
Interest:	5.625% per annum from October 13, 2006, payable semi-annually on April 15 and October 15, commencing April 15, 2007
Maturity:	October 15, 2016

Optional Redemption:	At any time for an amount equal to the principal amount of the notes redeemed plus a make-whole premium and accrued but unpaid interest to the redemption date
Sinking Fund:	None
Listing:	None
Purchase Price:	99.542% of principal amount plus accrued interest, if any, from October 13, 2006
Underwriters' Fee:	0.450% of the principal amount
Cash Purchase Price:	$1,244,275,000
Expected Reoffering Price:	99.992% of principal amount
Issuer:	**Funding II**
Title:	5.30% Notes Due 2012 ("2012 Notes")
Guarantors:	ConocoPhillips and ConocoPhillips Company
Principal Amount:	$350,000,000
Interest:	5.30% per annum from October 13, 2006, payable semi-annually on April 15 and October 15, commencing April 15, 2007
Maturity:	April 15, 2012
Optional Redemption:	At any time for an amount equal to the principal amount of the notes redeemed plus a make-whole premium and accrued but unpaid interest to the redemption date
Sinking Fund:	None
Listing:	None

Purchase Price:	99.428% of principal amount plus accrued interest, if any, from October 13, 2006
Underwriters' Fee:	0.350% of the principal amount
Cash Purchase Price:	$347,998,000
Expected Reoffering Price:	99.778% of principal amount
Issuer:	**Funding II**
Title:	5.950% Notes Due 2036 ("2036 Notes")
Guarantors:	ConocoPhillips and ConocoPhillips Company
Principal Amount:	$500,000,000
Interest:	5.950% per annum from October 13, 2006, payable semi-annually on April 15 and October 15, commencing April 15, 2007
Maturity:	October 15, 2036
Optional Redemption:	At any time for an amount equal to the principal amount of the notes redeemed plus a make-whole premium and accrued but unpaid interest to the redemption date
Sinking Fund:	None
Listing:	None
Purchase Price:	98.861% of principal amount plus accrued interest, if any, from October 13, 2006
Underwriters' Fee:	0.875% of the principal amount
Cash Purchase Price:	$494,305,000
Expected Reoffering Price:	99.736% of principal amount

Closing:	10:00 A.M. on October 13, 2006, at the offices of Cravath, Swaine & Moore LLP, 825 Eighth Avenue, New York, New York 10019 in Federal (same day) funds.
Settlement and Trading:	Book-Entry Only via DTC.
Blackout:	Until 14 days after the Closing Date.

Name and Addresses of Representatives:	Banc of America Securities LLC 9 West 57th Street New York, NY 10019 Barclays Capital Inc. 200 Park Avenue New York, NY 10166 Deutsche Bank Securities Inc. 60 Wall Street New York, NY 10005 Merrill Lynch, Pierce, Fenner & Smith Incorporated Four World Financial Center 250 Vesey Street New York, New York 10080 UBS Securities LLC 677 Washington Blvd. Stamford, CT 06901
Execution Time:	5:30 p.m. New York City time, on the date hereof.

The respective principal amounts of the Offered Securities to be purchased by each of the Underwriters are set forth opposite their names in Schedule A hereto.

The Underwriters will reimburse the Company $625,000 for certain of the Company's expenses in connection with the offering of the Offered Securities.

The provisions of the Underwriting Agreement are incorporated herein by reference. The Material Subsidiaries of the Company are ConocoPhillips Company and Burlington Resources, Inc ("**BR**").

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State), each underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date) it has not made and will not make an offer of notes to the public in that Relevant Member State prior to the publication of a prospectus in relation to the notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the

competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of notes to the public in that Relevant Member State at any time:

(a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity which has two or more of

(1) an average of at least 250 employees during the last financial year;

(2) a total balance sheet of more than €43,000,000 and

(3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or

(c) in any other circumstances which do not require the publication by the issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of notes to the public" in relation to any notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe the notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

Each Underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) to persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or in circumstances in which section 21 of FSMA does not apply to the company; and

(b) it has complied with, and will comply with, all applicable provisions of FSMA with respect to anything done by it in relation to the notes in, from or otherwise involving the United Kingdom.

Each underwriter has agreed that it will not offer or sell any notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or

indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

For purposes of Section 6 of the Underwriting Agreement, the only information furnished to the Company by any Underwriter for use in the Final Prospectus and the final term sheet prepared and filed pursuant to Section 4(c) of the Underwriting Agreement consists of the following information in the Prospectus furnished on behalf of each Underwriter: the third, fourth, fifth, seventh, eighth and ninth paragraphs and the second sentence of the sixth paragraph under the caption “Underwriting” in the prospectus supplement.

Section 5 of the Underwriting Agreement is hereby amended by adding the following after paragraph 5(k):

(l) On or prior to the Execution Time, the Representatives, on behalf of the Underwriters, shall have received a letter, dated the date of delivery thereof, of PricewaterhouseCoopers LLP confirming that they are independent registered public accountants, with respect to BR, within the meaning of the Act and the applicable published Rules and Regulations thereunder and stating to the effect that:

(i) in their opinion the financial statements and any schedules of BR audited by them and incorporated by reference in the Base Prospectus, Preliminary Final Prospectus, Final Prospectus and the Disclosure Package comply as to form in all material respects with the applicable accounting requirements of the Act and the related published Rules and Regulations;

(ii) they have compared specified dollar amounts (or percentages derived from such dollar amounts) and other financial information contained in the Registration Statement, the Final Prospectus and the Disclosure Package (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of BR and its subsidiaries subject to the internal controls of BR’s accounting system or are derived directly from such records by analysis or computation) with the results obtained from a reading of such general accounting records and other procedures specified in such letter and have found such dollar amounts, percentages and other financial information to be in agreement with such results, except as otherwise specified in such letter.

All financial statements and schedules of BR included in material incorporated by reference into the Disclosure Package or the Final Prospectus shall be deemed included in the Disclosure Package or the Final Prospectus for purposes of this subsection.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement among ConocoPhillips, Funding I, Funding II and the several Underwriters in accordance with its terms.

Very truly yours,

ConocoPhillips

By /s/ Jeff W. Sheets
Name: Jeff W. Sheets
Title: Vice President and Treasurer

ConocoPhillips Canada Funding Company I

By /s/ Jeff W. Sheets
Name: Jeff W. Sheets
Title: Vice President and Treasurer

ConocoPhillips Canada Funding Company II

By /s/ Jeff W. Sheets
Name: Jeff W. Sheets
Title: Vice President and Treasurer

The foregoing Terms Agreement is hereby confirmed and accepted as of the date first above written.

Banc of America Securities LLC
Barclays Capital Inc.
Deutsche Bank Securities Inc.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
UBS Securities LLC

Acting on behalf of themselves and as the Representatives of the several Underwriters.

By Banc of America Securities LLC

By /s/ Lily Chang
Name: Lily Chang
Title: Principal

SCHEDULE A

Underwriter	Principal Amount of 2012 Notes (Issued by Funding II)	Principal Amount of 2016 Notes (Issued by Funding I)	Principal Amount of 2036 Notes (Issued by Funding II)
Banc of America Securities LLC	$ 45,500,000	$ 162,500,000	$ 65,000,000
Barclays Capital Inc.	45,500,000	162,500,000	65,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	45,500,000	162,500,000	65,000,000
Deutsche Bank Securities Inc.	45,500,000	162,500,000	65,000,000
UBS Securities LLC	45,500,000	162,500,000	65,000,000
ABN AMRO Incorporated	12,250,000	43,750,000	17,500,000
BNP Paribas Securities Corp	12,250,000	43,750,000	17,500,000
Calyon Securities (USA) Inc.	12,250,000	43,750,000	17,500,000
Daiwa Securities SMBC Europe Limited	12,250,000	43,750,000	17,500,000
DnB NOR Markets, Inc.	12,250,000	43,750,000	17,500,000
Greenwich Capital Markets, Inc.	12,250,000	43,750,000	17,500,000
HSBC Securities (USA) Inc.	12,250,000	43,750,000	17,500,000
ING Financial Markets LLC	12,250,000	43,750,000	17,500,000
Mitsubishi UFJ Securities International plc	12,250,000	43,750,000	17,500,000
SG Americas Securities, LLC	12,250,000	43,750,000	17,500,000
Total	$ 350,000,000	$ 1,250,000,000	$ 500,000,000

SCHEDULE B

Schedule of Free Writing Prospectuses included in the Disclosure Package

1. Free writing prospectus dated October 10, 2006, relating to the final terms of the Offered Securities.

Exhibit 4.3

CONOCOPHILLIPS CANADA FUNDING COMPANY I

5.625% Notes due 2016

Fully and Unconditionally Guaranteed by

CONOCOPHILLIPS AND CONOCOPHILLIPS COMPANY

One series of Securities is hereby established pursuant to Section 2.01 of the Indenture, dated as of October 13, 2006 (the "Indenture"), among ConocoPhillips Canada Funding Company I, as issuer (the "Company"), ConocoPhillips and ConocoPhillips Company, as guarantors (collectively, the "Guarantors"), and The Bank of New York Trust Company, National Association, as trustee (the "Trustee"), as follows:

1. Each capitalized term used but not defined herein shall have the meaning assigned to such term in the Indenture.

2. The title of the 5.625% Notes due 2016 shall be "5.625% Notes due 2016" (the "Notes").

3. The limit upon the aggregate principal amount of the Notes that may be authenticated and delivered under the Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Section 2.08, 2.09, 2.12, 2.17, 3.07 or 9.05 of the Indenture and except for any Notes which, pursuant to Section 2.04 or 2.17 of the Indenture, are deemed never to have been authenticated and delivered thereunder) is $1,250,000,000; *provided, however,* that the authorized aggregate principal amount of the Notes may be increased before or after the issuance of any Notes by a Board Resolution (or action pursuant to a Board Resolution) to such effect; *provided further, however,* that the authorized aggregate principal amount of the Notes may be increased only if the additional Notes issued will be fungible with the original Notes for United States federal income tax purposes.

4. The Notes shall be issued upon original issuance in whole in the form of one or more Global Securities (the "Global Notes"). The Depository Trust Company and the Trustee are hereby designated as the Depositary and the Security Custodian, respectively, for the Global Notes under the Indenture.

5. The Notes and the Trustee's certificate of authentication shall be substantially in the form of *Annex A* hereto (the "Form of Note").

6. The date on which the principal of the Notes is payable shall be October 15, 2016.

7. The rate at which the Notes shall bear interest shall be 5.625% per annum. Interest on the Notes shall be computed on the basis of a 360-day year of twelve 30-day months. The Interest Payment Dates on which such interest shall be payable shall be April 15 and

October 15 of each year, commencing April 15, 2007. The record dates for the interest payable on the Notes on any Interest Payment Date shall be the April 1 and October 1, as the case may be, next preceding such Interest Payment Date.

8. No Additional Amounts with respect to the Notes shall be payable. The date from which interest shall accrue for the Notes shall be October 13, 2006.

9. The place or places where the principal of, premium (if any) on and interest on the Notes shall be payable shall be the office or agency of the Company maintained for that purpose, initially the office of the Trustee in The City of New York, and any other office or agency maintained by the Company for such purpose. Payments in respect of Global Notes (including principal, premium, if any, and interest) shall be made by wire transfer of immediately available funds to the accounts specified by the Holder of such Notes. In all other cases, at the option of the Company, payment of interest may be made by check mailed to the address of the person entitled thereto as such address shall appear in the register of the Notes maintained by the Registrar.

10. The Paying Agent and Registrar for the Notes initially shall be the Trustee.

11. The Notes are subject to redemption and repayment, in whole or in part, at any time and from time to time, at the option of the Company, upon not less than 30 nor more than 60 days' prior notice as provided in the Indenture, at a Redemption Price equal to the sum of (i) 100% of the principal amount of the Notes to be redeemed and repaid and (ii) the amount, if any, by which the sum of the present values of the Remaining Scheduled Payments thereon, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points, exceeds the principal amount of the Notes to be redeemed and repaid, plus accrued and unpaid interest thereon to the Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15 (519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue; *provided* that if no maturity is within three months before or after the Stated Maturity for the Notes, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight-line basis rounding to the nearest month; or (ii) if such release (or any successor release) is not published during the week preceding such calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated on the third Business Day preceding such Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by the Company.

"Comparable Treasury Price" means, with respect to any Redemption Date, (i) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such Quotations.

"Reference Treasury Dealer" means each of Banc of America Securities LLC (and its successors), Barclays Capital Inc. (and its successors), Deutsche Bank Securities Inc. (and its successors) and one other nationally recognized investment banking firm that is a primary U.S. Government securities dealer (a "Primary Treasury Dealer") specified from time to time by the Company, *provided, however,* that if any of the foregoing shall cease to be a nationally recognized investment banking firm that is a Primary Treasury Dealer, the Company shall substitute therefor another nationally recognized investment banking firm that is a Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer as of 3:30 p.m., New York time, on the third Business Day preceding such Redemption Date.

"Remaining Scheduled Payments" means, with respect to each Note to be redeemed and repaid, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related Redemption Date but for such redemption and repayment; *provided, however,* that, if such Redemption Date is not an Interest Payment Date with respect to such Note, the amount of the next succeeding scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such Redemption Date.

12. The Company shall have no obligation to redeem, purchase or repay Notes pursuant to any sinking fund or analogous provision or at the option of a Holder thereof.

13. Each Global Note shall bear the legend set forth on the face of the Form of Note.

[FORM OF FACE OF SECURITY]

[Unless and until it is exchanged in whole or in part for Securities in definitive form, this Security may not be transferred except as a whole by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. The Depository Trust Company (55 Water Street, New York, New York), a New York corporation ("DTC"), shall act as the Depositary until a successor shall be appointed by the Company and the Registrar. Unless this certificate is presented by an authorized representative of DTC to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.] *

CONOCOPHILLIPS CANADA FUNDING COMPANY I

5.625% NOTE DUE 2016

FULLY AND UNCONDITIONALLY GUARANTEED BY

CONOCOPHILLIPS AND CONOCOPHILLIPS COMPANY

CUSIP No._____

No._____ $_____

ConocoPhillips Canada Funding Company I, a Nova Scotia unlimited liability company (the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, promises to pay to _____ or registered assigns, the principal sum of _____ Dollars[, or such greater or lesser amount as indicated on the Schedule of Exchanges of Securities hereto,]* on October 15, 2016.

Interest Payment Dates: April 15 and October 15

Record Dates: April 1 and October 1

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this Security to be signed manually or by facsimile by its duly authorized officers.

Dated:

CONOCOPHILLIPS CANADA FUNDING COMPANY I

By: _____
Name:
Title:

By: _____
Name:
Title:

GUARANTEE

ConocoPhillips, a Delaware corporation, and ConocoPhillips Company, a Delaware corporation, jointly and severally, unconditionally guarantee to the holder of this Security, upon the terms and subject to the conditions set forth in the Indenture referenced on the reverse hereof, (a) the full and prompt payment of the principal of and any premium on this Security when and as the same shall become due, whether at the stated maturity thereof, by acceleration, redemption or otherwise, and (b) the full and prompt payment of interest on this Security when and as the same shall become due, subject to any applicable grace period.

CONOCOPHILLIPS

By: _____
Name:
Title:

CONOCOPHILLIPS COMPANY

By: _____
Name:
Title:

Certificate of Authentication:

This is one of the Securities of the series
designated therein referred to in the within-
mentioned Indenture.

THE BANK OF NEW YORK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

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* To be included only if the Security is a Global Security.

[FORM OF REVERSE OF SECURITY]

CONOCOPHILLIPS CANADA FUNDING COMPANY I

5.625% NOTE DUE 2016

FULLY AND UNCONDITIONALLY GUARANTEED BY

CONOCOPHILLIPS AND CONOCOPHILLIPS COMPANY

This Security is one of a duly authorized issue of 5.625% Notes due 2016 (the "Securities") of ConocoPhillips Canada Funding Company I, a Nova Scotia unlimited liability company (the "Company").

1. *Interest*. The Company promises to pay interest on the principal amount of this Security at 5.625% per annum from October 13, 2006 until maturity. The Company will pay interest semiannually on April 15 and October 15 of each year (each an "Interest Payment Date"), or if any such day is not a Business Day, on the next succeeding Business Day. Interest on the Securities will accrue from the most recent Interest Payment Date on which interest has been paid or, if no interest has been paid, from October 13, 2006; *provided* that if there is no existing Default in the payment of interest, and if this Security is authenticated between a record date referred to on the face hereof (each, a "Record Date") and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided*, *further*, that the first Interest Payment Date shall be April 15, 2007. The Company shall pay interest on overdue principal and premium (if any) from time to time at a rate equal to the interest rate then in effect; it shall pay interest on overdue installments of interest (without regard to any applicable grace periods) from time to time at the same rate to the extent lawful. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

2. *Method of Payment*. The Company will pay interest on the Securities (except defaulted interest) to the Persons who are registered Holders of Securities at the close of business on the Record Date next preceding the Interest Payment Date, even if such Securities are canceled after such Record Date and on or before such Interest Payment Date. The Holder must surrender this Security to a Paying Agent to collect principal payments. The Company will pay the principal of, premium (if any) on and interest on the Securities in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Such amounts shall be payable at the offices of the Trustee (as defined below), *provided* that at the option of the Company, the Company may pay such amounts (1) by wire transfer with respect to Global Securities or (2) by check payable in such money mailed to a Holder's registered address with respect to any Securities.

3. *Paying Agent and Registrar*. Initially, The Bank of New York Trust Company, National Association (the "Trustee"), the trustee under the Indenture, will act as Paying Agent and Registrar. The Company may change any Paying Agent, Registrar, co-registrar or additional paying agent without notice to any Holder. The Company, any Guarantor or any Subsidiary may act in any such capacity.

4. *Guarantee*. ConocoPhillips, a Delaware corporation, and ConocoPhillips Company, a Delaware corporation (collectively, the "Guarantors"), jointly and severally, unconditionally guarantee to the Holders from time to time of the Securities, upon the terms and subject to the conditions set forth in the Indenture (as defined below), (a) the full and prompt payment of the principal of and any premium on the Securities when and as the same shall become due, whether at the Stated Maturity thereof, by acceleration, redemption or otherwise, and (b) the full and prompt payment of any interest on the Securities when and as the same shall become due, subject to any applicable grace period. The Guarantee constitutes a guarantee of payment and not of collection. In the event of a default in the payment of principal of or any premium on the Securities when and as the same shall become due, whether at the Stated Maturity thereof, by acceleration, call for redemption or otherwise, or in the event of a default in the payment of any interest on the Securities when and as the same shall become due, each of the Trustee and the Holders of the Securities shall have the right to proceed first and directly against the Guarantors under the Indenture without first proceeding against the Company or exhausting any other remedies which the Trustee or such Holder may have and without resorting to any other security held by it.

5. *Indenture*. The Company issued the Securities under an Indenture, dated as of October 13, 2006 (the "Indenture"), among the Company, the Guarantors and the Trustee. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the "TIA"), as in effect on the date of execution of the Indenture. The Securities are subject to all such terms, and Holders are referred to the Indenture and the TIA for a statement of such terms and for the definitions of capitalized terms used but not defined herein. The Securities are unsecured general obligations of the Company limited to $1,250,000,000 in aggregate principal amount; *provided, however*, that the authorized aggregate principal amount of the Securities may be increased before or after the issuance of any Securities by a Board Resolution (or action pursuant to a Board Resolution) to such effect; *provided further, however,* that the authorized aggregate principal amount of the Securities may be increased only if the additional Securities issued will be fungible with the original Securities for United States federal income tax purposes. The Indenture provides for the issuance of other series of debt securities (including the Securities, the "Debt Securities") thereunder.

6. *Denominations, Transfer, Exchange*. The Securities are in registered form without coupons in minimum denominations of $2,000 and any integral multiples of $1,000. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. Neither the Company, the Trustee nor the Registrar shall be required to register the transfer or exchange of (a) any Security selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part, or (b) any Security during the period beginning 15 Business Days before the mailing of notice of redemption of Securities to be redeemed and ending at the close of business on the day of mailing.

7. *Persons Deemed Owners*. The registered Holder of a Security shall be treated as its owner for all purposes.

8. *Redemption*. The Securities are subject to redemption and repayment, in whole or in part, at any time and from time to time, at the option of the Company, upon not less than 30 nor more than 60 days' prior notice as provided in the Indenture, at a Redemption Price equal to the sum of (i) 100% of the principal amount of the Securities to be redeemed and repaid and (ii) the amount, if any, by which the sum of the present values of the Remaining Scheduled Payments thereon, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points, exceeds the principal amount of the Securities to be redeemed and repaid, plus accrued and unpaid interest thereon to the Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15 (519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue; *provided* that if no maturity is within three months before or after the Stated Maturity for the Securities, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight-line basis rounding to the nearest month; or (ii) if such release (or any successor release) is not published during the week preceding such calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated on the third Business Day preceding such Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Securities.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by the Company.

"Comparable Treasury Price" means, with respect to any Redemption Date, (i) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such Quotations.

"Reference Treasury Dealer" means each of Banc of America Securities LLC (and its successors), Barclays Capital Inc. (and its successors), Deutsche Bank Securities Inc. (and its successors) and one other nationally recognized investment banking firm that is a primary U.S. Government securities dealer (a "Primary Treasury Dealer") specified from time to time by the Company, *provided, however,* that if any of the foregoing shall cease to be a nationally recognized investment banking firm that is a Primary Treasury Dealer, the Company

shall substitute therefor another nationally recognized investment banking firm that is a Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer as of 3:30 p.m., New York time, on the third Business Day preceding such Redemption Date.

"Remaining Scheduled Payments" means, with respect to each Security to be redeemed and repaid, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related Redemption Date but for such redemption and repayment; *provided, however,* that, if such Redemption Date is not an Interest Payment Date with respect to such Security, the amount of the next succeeding scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such Redemption Date.

9. *Amendments and Waivers*. Subject to certain exceptions and limitations, the Indenture or the Securities may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the then outstanding Debt Securities of all series affected by such amendment or supplement (acting as one class), and any existing or past Default or Event of Default under, or compliance with any provision of, the Indenture may be waived (other than any continuing Default or Event of Default in the payment of the principal of, premium (if any) on or interest on the Securities) by the Holders of at least a majority in principal amount of the then outstanding Debt Securities of any series or of all series (acting as one class) in accordance with the terms of the Indenture. Without the consent of any Holder, the Company, the Guarantors and the Trustee may amend or supplement the Indenture or the Securities or waive any provision of either: (i) to cure any ambiguity, omission, defect or inconsistency; (ii) if required, to provide for the assumption of the obligations of the Company or a Guarantor under the Indenture in the case of the merger, consolidation or sale, conveyance, transfer or other disposition of any of the properties or assets of the Company or sale, conveyance, lease, transfer or other disposition of all or substantially all of the assets of such Guarantor, as applicable; (iii) to provide for uncertificated Securities in addition to or in place of certificated Securities or to provide for the issuance of bearer Securities (with or without coupons); (iv) to provide any security for, or to add any guarantees of or additional obligors on, the Securities or the related Guarantees; (v) to comply with any requirement in order to effect or maintain the qualification of the Indenture under the TIA; (vi) to add to the covenants of the Company or any Guarantor for the benefit of the Holders of the Securities, or to surrender any right or power conferred by the Indenture upon the Company or any Guarantor; (vii) to add any additional Events of Default with respect to all or any series of the Debt Securities; (viii) to change or eliminate any of the provisions of the Indenture, *provided* that no outstanding Security is adversely affected in any material respect; (ix) to supplement any of the provisions of the Indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of the Securities pursuant to the Indenture; or (x) to evidence and provide for the acceptance of appointment under the Indenture by a successor Trustee with respect to the Securities and to add to or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts thereunder by more than one Trustee, pursuant to the requirements of the Indenture.

The right of any Holder to participate in any consent required or sought pursuant to any provision of the Indenture (and the obligation of the Company or any Guarantor to obtain any such consent otherwise required from such Holder) may be subject to the requirement that such Holder shall have been the Holder of record of any Securities with respect to which such consent is required or sought as of a date identified by the Company or such Guarantor in a notice furnished to Holders in accordance with the terms of the Indenture.

Without the consent of each Holder affected, the Company may not (i) reduce the amount of Debt Securities whose Holders must consent to an amendment, supplement or waiver; (ii) reduce the rate of or change the time for payment of interest, including default interest, on any Security; (iii) reduce the principal of or premium on, or change the Stated Maturity of, any Security; (iv) reduce the premium, if any, payable upon the redemption of any Security or change the time at which any Security may or shall be redeemed; (v) change the coin or currency in which any Security or any premium or interest with respect thereto is payable; (vi) impair the right to institute suit for the enforcement of any payment of principal of or premium (if any) or interest on any Security, except as provided in the Indenture; (vii) make any change in the percentage of principal amount of Debt Securities necessary to waive compliance with certain provisions of the Indenture or make any change in the provision for modification; (viii) waive a continuing Default or Event of Default in the payment of principal of or premium (if any) or interest on the Securities; or (ix) change the obligations of the Guarantors under the Guarantees in any manner materially adverse to the holders of any Debt Security issued under the Indenture.

A supplemental indenture that changes or eliminates any covenant or other provision of the Indenture which has expressly been included solely for the benefit of one or more particular series of Debt Securities under the Indenture, or which modifies the rights of the Holders of Debt Securities of such series with respect to such covenant or other provision, shall be deemed not to affect the rights under the Indenture of the Holders of Debt Securities of any other series.

10. *Defaults and Remedies*. Events of Default are defined in the Indenture and generally include: (i) default for 30 days in payment of any interest on the Securities; (ii) default in any payment of principal of or premium, if any, on the Securities when due and payable; (iii) default by the Company or any Guarantor in compliance with any of its other covenants or agreements in, or provisions of, the Securities or in the Indenture which shall not have been remedied within 90 days after written notice by the Trustee or by the holders of at least 25% in principal amount of the Securities then outstanding (or, in the event that other Debt Securities issued under the Indenture are also affected by the default, then 25% in principal amount of all outstanding Debt Securities so affected); (iv) certain events involving bankruptcy, insolvency or reorganization of the Company or any Guarantor; or (v) any Guarantee of any Guarantor ceasing to be in full force and effect (other than in accordance with the terms of the Indenture and such Guarantee) or being declared null and void and unenforceable or found to be invalid in a judicial proceeding or any Guarantor denying its liability under its Guarantee (other than by reason of the release of a Guarantor from its Guarantee in accordance with the terms of the Indenture and such Guarantee). If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Securities (or, in the case of an Event of Default described in clause (iii) above, if outstanding Debt Securities of other series are affected by such Default, then at least 25% in principal amount of the then outstanding Debt Securities so affected), may declare the principal of and interest on all the Securities (or

such Debt Securities) to be immediately due and payable, except that in the case of an Event of Default arising from certain events of bankruptcy, insolvency or reorganization of the Company or any Guarantor, all outstanding Debt Securities under the Indenture become due and payable immediately without further action or notice. The amount due and payable upon the acceleration of any Security is equal to 100% of the principal amount thereof plus accrued interest to the date of payment. Holders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Securities (or affected Debt Securities) may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing default (except a default in payment of principal, premium or interest) if it determines that withholding notice is in their interests. The Company and the Guarantors must furnish annual compliance certificates to the Trustee.

11. *Discharge Prior to Maturity*. The Indenture with respect to the Securities shall be discharged and canceled upon the payment of all of the Securities and shall be discharged except for certain obligations upon the irrevocable deposit with the Trustee of any combination of funds and U.S. Government Obligations sufficient for such payment.

12. *Trustee Dealings with Company and Guarantors*. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Securities and may make loans to, accept deposits from, and perform services for the Company, any Guarantor or any of their respective Affiliates, and may otherwise deal with the Company, any Guarantor or any such Affiliates, as if it were not Trustee.

13. *No Recourse Against Others*. A director, officer, employee, stockholder, partner or other owner of the Company, a Guarantor or the Trustee, as such, shall not have any liability for any obligations of the Company under the Securities, for any obligations of any Guarantor under the Guarantee or for any obligations of the Company, any Guarantor or the Trustee under the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder by accepting a Security waives and releases all such liability. The waiver and release shall be part of the consideration for the issue of Securities.

14. *Authentication*. This Security shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

15. *CUSIP Numbers*. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Securities as a convenience to the Holders of the Securities. No representation is made as to the accuracy of such numbers as printed on the Securities and reliance may be placed only on the other identification numbers printed thereon.

16. *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 to any Holder upon written request and without charge a copy of the Indenture. Request may be made to:

ConocoPhillips Canada Funding Company I
c/o ConocoPhillips
600 North Dairy Ashford
Houston, Texas 77079
Telephone: (281) 293-1000
Attention: Treasurer

SCHEDULE OF EXCHANGES OF SECURITIES*

The following exchanges of a part of this Global Security for other Securities have been made:

Date of Exchange	Amount of Decrease in Principal Amount of this Global Security	Amount of Increase in Principal Amount of this Global Security	Principal Amount of this Global Security Following Such Decrease or Increase	Signature of Authorized Officer of Trustee or Security Custodian

* To be included only if the Security is a Global Security

ASSIGNMENT FORM

To assign this Security, fill in the form below: (I) or (we) assign and transfer this Security to

_____

(Insert assignee's social security or tax I.D. number)

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____
as agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

(Sign exactly as your name appears on the face of this Security)

Signature Guarantee: _____

(Participant in a Recognized Signature Guaranty Medallion Program)

Exhibit 4.4

CONOCOPHILLIPS CANADA FUNDING COMPANY II

5.30% Notes due 2012

5.95% Notes due 2036

Fully and Unconditionally Guaranteed by

CONOCOPHILLIPS AND CONOCOPHILLIPS COMPANY

Two series of Securities are hereby established pursuant to Section 2.01 of the Indenture, dated as of October 13, 2006 (the "Indenture"), among ConocoPhillips Canada Funding Company II, as issuer (the "Company"), ConocoPhillips and ConocoPhillips Company, as guarantors (collectively, the "Guarantors"), and The Bank of New York Trust Company, National Association, as trustee (the "Trustee"), as follows:

1. Each capitalized term used but not defined herein shall have the meaning assigned to such term in the Indenture.

2. The title of the 5.30% Notes due 2012 shall be "5.30% Notes due 2012" (the "2012 Notes") and the title of the 5.95% Notes due 2036 shall be "5.95% Notes due 2036" (the "2036 Notes" and, together with the 2012 Notes, the "Notes").

3. The limit upon the aggregate principal amount of the 2012 Notes and the 2036 Notes that may be authenticated and delivered under the Indenture (except for Notes of such series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of such series pursuant to Section 2.08, 2.09, 2.12, 2.17, 3.07 or 9.05 of the Indenture and except for any Notes of such series which, pursuant to Section 2.04 or 2.17 of the Indenture, are deemed never to have been authenticated and delivered thereunder) is $350,000,000 and $500,000,000, respectively; *provided, however,* that the authorized aggregate principal amount of the Notes of each series may be increased before or after the issuance of any Notes of such series by a Board Resolution (or action pursuant to a Board Resolution) to such effect; *provided further, however,* that the authorized aggregate principal amount of the Notes of each series may be increased only if the additional Notes issued will be fungible with the original Notes of such series for United States federal income tax purposes.

4. The Notes of each series shall be issued upon original issuance in whole in the form of one or more Global Securities (the "Global Notes"). The Depository Trust Company and the Trustee are hereby designated as the Depositary and the Security Custodian, respectively, for the Global Notes under the Indenture.

5. The Notes of each series and the Trustee's certificate of authentication shall be substantially in the form of *Annex A* hereto (the "Form of Note").

6. The date on which the principal of the 2012 Notes and the 2036 Notes is payable shall be April 15, 2012 and October 15, 2036, respectively.

7. The rate at which the 2012 Notes shall bear interest shall be 5.30% per annum. The rate at which the 2036 Notes shall bear interest shall be 5.95% per annum. Interest on the Notes of each series shall be computed on the basis of a 360-day year of twelve 30-day months. The Interest Payment Dates on which such interest shall be payable shall be April 15 and October 15 of each year, commencing April 15, 2007. The record dates for the interest payable on the Notes of each series on any Interest Payment Date shall be the April 1 or October 1, as the case may be, next preceding such Interest Payment Date.

8. No Additional Amounts with respect to the Notes shall be payable. The date from which interest shall accrue for the Notes of each series shall be October 13, 2006.

9. The place or places where the principal of, premium (if any) on and interest on the Notes shall be payable shall be the office or agency of the Company maintained for that purpose, initially the office of the Trustee in The City of New York, and any other office or agency maintained by the Company for such purpose. Payments in respect of Global Notes (including principal, premium, if any, and interest) shall be made by wire transfer of immediately available funds to the accounts specified by the Holder of such Notes. In all other cases, at the option of the Company, payment of interest may be made by check mailed to the address of the person entitled thereto as such address shall appear in the register of the Notes maintained by the Registrar.

10. The Paying Agent and Registrar for the Notes of each series initially shall be the Trustee.

11. The Notes of each series are subject to redemption and repayment, in whole or in part, at any time and from time to time, at the option of the Company, upon not less than 30 nor more than 60 days' prior notice as provided in the Indenture, at a Redemption Price equal to the sum of (i) 100% of the principal amount of the Notes of such series to be redeemed and repaid and (ii) the amount, if any, by which the sum of the present values of the Remaining Scheduled Payments thereon, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus (a) 10 basis points, with respect to the 2012 Notes, and (b) 20 basis points, with respect to the 2036 Notes, exceeds the principal amount of the Notes to be redeemed and repaid, plus accrued and unpaid interest thereon to the Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15 (519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue; *provided* that if no maturity is within three months before or after the Stated Maturity for the applicable series of Notes, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a

straight-line basis rounding to the nearest month; or (ii) if such release (or any successor release) is not published during the week preceding such calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated on the third Business Day preceding such Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the applicable series of Notes.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by the Company.

"Comparable Treasury Price" means, with respect to any Redemption Date, (i) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such Quotations.

"Reference Treasury Dealer" means each of Banc of America Securities LLC (and its successors), Barclays Capital Inc. (and its successors), Deutsche Bank Securities Inc. (and its successors) and one other nationally recognized investment banking firm that is a primary U.S. Government securities dealer (a "Primary Treasury Dealer") specified from time to time by the Company, *provided*, *however,* that if any of the foregoing shall cease to be a nationally recognized investment banking firm that is a Primary Treasury Dealer, the Company shall substitute therefor another nationally recognized investment banking firm that is a Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer as of 3:30 p.m., New York time, on the third Business Day preceding such Redemption Date.

"Remaining Scheduled Payments" means, with respect to each Note to be redeemed and repaid, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related Redemption Date but for such redemption and repayment; *provided*, *however,* that, if such Redemption Date is not an Interest Payment Date with respect to such Note, the amount of the next succeeding scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such Redemption Date.

12. The Company shall have no obligation to redeem, purchase or repay Notes pursuant to any sinking fund or analogous provision or at the option of a Holder thereof.

13. Each Global Note shall bear the legend set forth on the face of the Form of Note.

[FORM OF FACE OF SECURITY]

[Unless and until it is exchanged in whole or in part for Securities in definitive form, this Security may not be transferred except as a whole by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. The Depository Trust Company (55 Water Street, New York, New York), a New York corporation ("DTC"), shall act as the Depositary until a successor shall be appointed by the Company and the Registrar. Unless this certificate is presented by an authorized representative of DTC to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.] *

CONOCOPHILLIPS CANADA FUNDING COMPANY II

[5.30% NOTE DUE 2012] [5.95% NOTE DUE 2036]

FULLY AND UNCONDITIONALLY GUARANTEED BY

CONOCOPHILLIPS AND CONOCOPHILLIPS COMPANY

CUSIP No._____

No._____ $_____

ConocoPhillips Canada Funding Company II, a Nova Scotia unlimited liability company (the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, promises to pay to _____ or registered assigns, the principal sum of _____ Dollars[, or such greater or lesser amount as indicated on the Schedule of Exchanges of Securities hereto,]* on [April 15, 2012] [October 15, 2036].

Interest Payment Dates: April 15 and October 15

Record Dates: April 1 and October 1

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this Security to be signed manually or by facsimile by its duly authorized officers.

Dated:

CONOCOPHILLIPS CANADA FUNDING COMPANY II

By: _____
Name:
Title:

By: _____
Name:
Title:

GUARANTEE

ConocoPhillips, a Delaware corporation, and ConocoPhillips Company, a Delaware corporation, jointly and severally, unconditionally guarantee to the holder of this Security, upon the terms and subject to the conditions set forth in the Indenture referenced on the reverse hereof, (a) the full and prompt payment of the principal of and any premium on this Security when and as the same shall become due, whether at the stated maturity thereof, by acceleration, redemption or otherwise, and (b) the full and prompt payment of interest on this Security when and as the same shall become due, subject to any applicable grace period.

CONOCOPHILLIPS

By: _____
Name:
Title:

CONOCOPHILLIPS COMPANY

By: _____
Name:
Title:

Certificate of Authentication:

This is one of the Securities of the series
designated therein referred to in the within-
mentioned Indenture.

THE BANK OF NEW YORK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

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* To be included only if the Security is a Global Security.

[FORM OF REVERSE OF SECURITY]

CONOCOPHILLIPS CANADA FUNDING COMPANY II

[5.30% NOTE DUE 2012] [5.95% NOTE DUE 2036]

FULLY AND UNCONDITIONALLY GUARANTEED BY

CONOCOPHILLIPS AND CONOCOPHILLIPS COMPANY

This Security is one of a duly authorized issue of [5.30% Notes due 2012] [5.95% Notes due 2036] (the "Securities") of ConocoPhillips Canada Funding Company II, a Nova Scotia unlimited liability company (the "Company").

1. *Interest*. The Company promises to pay interest on the principal amount of this Security at [5.30] [5.95]% per annum from October 13, 2006 until maturity. The Company will pay interest semiannually on April 15 and October 15 of each year (each an "Interest Payment Date"), or if any such day is not a Business Day, on the next succeeding Business Day. Interest on the Securities will accrue from the most recent Interest Payment Date on which interest has been paid or, if no interest has been paid, from October 13, 2006; *provided* that if there is no existing Default in the payment of interest, and if this Security is authenticated between a record date referred to on the face hereof (each, a "Record Date") and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided*, *further*, that the first Interest Payment Date shall be April 15, 2007. The Company shall pay interest on overdue principal and premium (if any) from time to time at a rate equal to the interest rate then in effect; it shall pay interest on overdue installments of interest (without regard to any applicable grace periods) from time to time at the same rate to the extent lawful. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

2. *Method of Payment*. The Company will pay interest on the Securities (except defaulted interest) to the Persons who are registered Holders of Securities at the close of business on the Record Date next preceding the Interest Payment Date, even if such Securities are canceled after such Record Date and on or before such Interest Payment Date. The Holder must surrender this Security to a Paying Agent to collect principal payments. The Company will pay the principal of, premium (if any) on and interest on the Securities in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Such amounts shall be payable at the offices of the Trustee (as defined below), *provided* that at the option of the Company, the Company may pay such amounts (1) by wire transfer with respect to Global Securities or (2) by check payable in such money mailed to a Holder's registered address with respect to any Securities.

3. *Paying Agent and Registrar*. Initially, The Bank of New York Trust Company, National Association (the "Trustee"), the trustee under the Indenture, will act as Paying Agent and Registrar. The Company may change any Paying Agent, Registrar, co-registrar or additional paying agent without notice to any Holder. The Company, any Guarantor or any Subsidiary may act in any such capacity.

4. *Guarantee*. ConocoPhillips, a Delaware corporation, and ConocoPhillips Company, a Delaware corporation (collectively, the "Guarantors"), jointly and severally, unconditionally guarantee to the Holders from time to time of the Securities, upon the terms and subject to the conditions set forth in the Indenture (as defined below), (a) the full and prompt payment of the principal of and any premium on the Securities when and as the same shall become due, whether at the Stated Maturity thereof, by acceleration, redemption or otherwise, and (b) the full and prompt payment of any interest on the Securities when and as the same shall become due, subject to any applicable grace period. The Guarantee constitutes a guarantee of payment and not of collection. In the event of a default in the payment of principal of or any premium on the Securities when and as the same shall become due, whether at the Stated Maturity thereof, by acceleration, call for redemption or otherwise, or in the event of a default in the payment of any interest on the Securities when and as the same shall become due, each of the Trustee and the Holders of the Securities shall have the right to proceed first and directly against the Guarantors under the Indenture without first proceeding against the Company or exhausting any other remedies which the Trustee or such Holder may have and without resorting to any other security held by it.

5. *Indenture*. The Company issued the Securities under an Indenture, dated as of October 13, 2006 (the "Indenture"), among the Company, the Guarantors and the Trustee. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the "TIA"), as in effect on the date of execution of the Indenture. The Securities are subject to all such terms, and Holders are referred to the Indenture and the TIA for a statement of such terms and for the definitions of capitalized terms used but not defined herein. The Securities are unsecured general obligations of the Company limited to $[350,000,000] [500,000,000] in aggregate principal amount; *provided, however*, that the authorized aggregate principal amount of the Securities may be increased before or after the issuance of any Securities by a Board Resolution (or action pursuant to a Board Resolution) to such effect; *provided further, however,* that the authorized aggregate principal amount of the Securities may be increased only if the additional Securities issued will be fungible with the original Securities for United States federal income tax purposes. The Indenture provides for the issuance of other series of debt securities (including the Securities, the "Debt Securities") thereunder.

6. *Denominations, Transfer, Exchange*. The Securities are in registered form without coupons in minimum denominations of $2,000 and any integral multiples of $1,000. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. Neither the Company, the Trustee nor the Registrar shall be required to register the transfer or exchange of (a) any Security selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part, or (b) any Security during the period beginning 15 Business Days before the mailing of notice of redemption of Securities to be redeemed and ending at the close of business on the day of mailing.

7. *Persons Deemed Owners*. The registered Holder of a Security shall be treated as its owner for all purposes.

8. *Redemption*. The Securities are subject to redemption and repayment, in whole or in part, at any time and from time to time, at the option of the Company, upon not less than 30 nor more than 60 days' prior notice as provided in the Indenture, at a Redemption Price equal to the sum of (i) 100% of the principal amount of the Securities to be redeemed and repaid and (ii) the amount, if any, by which the sum of the present values of the Remaining Scheduled Payments thereon, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus [10] [20] basis points, exceeds the principal amount of the Securities to be redeemed and repaid, plus accrued and unpaid interest thereon to the Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15 (519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue; *provided* that if no maturity is within three months before or after the Stated Maturity for the Securities, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight-line basis rounding to the nearest month; or (ii) if such release (or any successor release) is not published during the week preceding such calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated on the third Business Day preceding such Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Securities.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by the Company.

"Comparable Treasury Price" means, with respect to any Redemption Date, (i) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such Quotations.

"Reference Treasury Dealer" means each of Banc of America Securities LLC (and its successors), Barclays Capital Inc. (and its successors), Deutsche Bank Securities Inc. (and its successors) and one other nationally recognized investment banking firm that is a primary U.S. Government securities dealer (a "Primary Treasury Dealer") specified from time to time by the Company, *provided, however,* that if any of the foregoing shall cease to be a nationally recognized investment banking firm that is a Primary Treasury Dealer, the Company

shall substitute therefor another nationally recognized investment banking firm that is a Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer as of 3:30 p.m., New York time, on the third Business Day preceding such Redemption Date.

"Remaining Scheduled Payments" means, with respect to each Security to be redeemed and repaid, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related Redemption Date but for such redemption and repayment; *provided, however,* that, if such Redemption Date is not an Interest Payment Date with respect to such Security, the amount of the next succeeding scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such Redemption Date.

9. *Amendments and Waivers*. Subject to certain exceptions and limitations, the Indenture or the Securities may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the then outstanding Debt Securities of all series affected by such amendment or supplement (acting as one class), and any existing or past Default or Event of Default under, or compliance with any provision of, the Indenture may be waived (other than any continuing Default or Event of Default in the payment of the principal of, premium (if any) on or interest on the Securities) by the Holders of at least a majority in principal amount of the then outstanding Debt Securities of any series or of all series (acting as one class) in accordance with the terms of the Indenture. Without the consent of any Holder, the Company, the Guarantors and the Trustee may amend or supplement the Indenture or the Securities or waive any provision of either: (i) to cure any ambiguity, omission, defect or inconsistency; (ii) if required, to provide for the assumption of the obligations of the Company or a Guarantor under the Indenture in the case of the merger, consolidation or sale, conveyance, transfer or other disposition of any of the properties or assets of the Company or sale, conveyance, lease, transfer or other disposition of all or substantially all of the assets of such Guarantor, as applicable; (iii) to provide for uncertificated Securities in addition to or in place of certificated Securities or to provide for the issuance of bearer Securities (with or without coupons); (iv) to provide any security for, or to add any guarantees of or additional obligors on, the Securities or the related Guarantees; (v) to comply with any requirement in order to effect or maintain the qualification of the Indenture under the TIA; (vi) to add to the covenants of the Company or any Guarantor for the benefit of the Holders of the Securities, or to surrender any right or power conferred by the Indenture upon the Company or any Guarantor; (vii) to add any additional Events of Default with respect to all or any series of the Debt Securities; (viii) to change or eliminate any of the provisions of the Indenture, *provided* that no outstanding Security is adversely affected in any material respect; (ix) to supplement any of the provisions of the Indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of the Securities pursuant to the Indenture; or (x) to evidence and provide for the acceptance of appointment under the Indenture by a successor Trustee with respect to the Securities and to add to or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts thereunder by more than one Trustee, pursuant to the requirements of the Indenture.

The right of any Holder to participate in any consent required or sought pursuant to any provision of the Indenture (and the obligation of the Company or any Guarantor to obtain any such consent otherwise required from such Holder) may be subject to the requirement that such Holder shall have been the Holder of record of any Securities with respect to which such consent is required or sought as of a date identified by the Company or such Guarantor in a notice furnished to Holders in accordance with the terms of the Indenture.

Without the consent of each Holder affected, the Company may not (i) reduce the amount of Debt Securities whose Holders must consent to an amendment, supplement or waiver; (ii) reduce the rate of or change the time for payment of interest, including default interest, on any Security; (iii) reduce the principal of or premium on, or change the Stated Maturity of, any Security; (iv) reduce the premium, if any, payable upon the redemption of any Security or change the time at which any Security may or shall be redeemed; (v) change the coin or currency in which any Security or any premium or interest with respect thereto is payable; (vi) impair the right to institute suit for the enforcement of any payment of principal of or premium (if any) or interest on any Security, except as provided in the Indenture; (vii) make any change in the percentage of principal amount of Debt Securities necessary to waive compliance with certain provisions of the Indenture or make any change in the provision for modification; (viii) waive a continuing Default or Event of Default in the payment of principal of or premium (if any) or interest on the Securities; or (ix) change the obligations of the Guarantors under the Guarantees in any manner materially adverse to the holders of any Debt Security issued under the Indenture.

A supplemental indenture that changes or eliminates any covenant or other provision of the Indenture which has expressly been included solely for the benefit of one or more particular series of Debt Securities under the Indenture, or which modifies the rights of the Holders of Debt Securities of such series with respect to such covenant or other provision, shall be deemed not to affect the rights under the Indenture of the Holders of Debt Securities of any other series.

10. *Defaults and Remedies*. Events of Default are defined in the Indenture and generally include: (i) default for 30 days in payment of any interest on the Securities; (ii) default in any payment of principal of or premium, if any, on the Securities when due and payable; (iii) default by the Company or any Guarantor in compliance with any of its other covenants or agreements in, or provisions of, the Securities or in the Indenture which shall not have been remedied within 90 days after written notice by the Trustee or by the holders of at least 25% in principal amount of the Securities then outstanding (or, in the event that other Debt Securities issued under the Indenture are also affected by the default, then 25% in principal amount of all outstanding Debt Securities so affected); (iv) certain events involving bankruptcy, insolvency or reorganization of the Company or any Guarantor; or (v) any Guarantee of any Guarantor ceasing to be in full force and effect (other than in accordance with the terms of the Indenture and such Guarantee) or being declared null and void and unenforceable or found to be invalid in a judicial proceeding or any Guarantor denying its liability under its Guarantee (other than by reason of the release of a Guarantor from its Guarantee in accordance with the terms of the Indenture and such Guarantee). If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Securities (or, in the case of an Event of Default described in clause (iii) above, if outstanding Debt Securities of other series are affected by such Default, then at least 25% in principal amount of the then outstanding Debt Securities so affected), may declare the principal of and interest on all the Securities (or

such Debt Securities) to be immediately due and payable, except that in the case of an Event of Default arising from certain events of bankruptcy, insolvency or reorganization of the Company or any Guarantor, all outstanding Debt Securities under the Indenture become due and payable immediately without further action or notice. The amount due and payable upon the acceleration of any Security is equal to 100% of the principal amount thereof plus accrued interest to the date of payment. Holders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Securities (or affected Debt Securities) may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing default (except a default in payment of principal, premium or interest) if it determines that withholding notice is in their interests. The Company and the Guarantors must furnish annual compliance certificates to the Trustee.

11. *Discharge Prior to Maturity*. The Indenture with respect to the Securities shall be discharged and canceled upon the payment of all of the Securities and shall be discharged except for certain obligations upon the irrevocable deposit with the Trustee of any combination of funds and U.S. Government Obligations sufficient for such payment.

12. *Trustee Dealings with Company and Guarantors*. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Securities and may make loans to, accept deposits from, and perform services for the Company, any Guarantor or any of their respective Affiliates, and may otherwise deal with the Company, any Guarantor or any such Affiliates, as if it were not Trustee.

13. *No Recourse Against Others*. A director, officer, employee, stockholder, partner or other owner of the Company, a Guarantor or the Trustee, as such, shall not have any liability for any obligations of the Company under the Securities, for any obligations of any Guarantor under the Guarantee or for any obligations of the Company, any Guarantor or the Trustee under the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder by accepting a Security waives and releases all such liability. The waiver and release shall be part of the consideration for the issue of Securities.

14. *Authentication*. This Security shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

15. *CUSIP Numbers*. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Securities as a convenience to the Holders of the Securities. No representation is made as to the accuracy of such numbers as printed on the Securities and reliance may be placed only on the other identification numbers printed thereon.

16. *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 to any Holder upon written request and without charge a copy of the Indenture. Request may be made to:

ConocoPhillips Canada Funding Company II
c/o ConocoPhillips
600 North Dairy Ashford
Houston, Texas 77079
Telephone: (281) 293-1000
Attention: Treasurer

SCHEDULE OF EXCHANGES OF SECURITIES*

The following exchanges of a part of this Global Security for other Securities have been made:

Date of Exchange	Amount of Decrease in Principal Amount of this Global Security	Amount of Increase in Principal Amount of this Global Security	Principal Amount of this Global Security Following Such Decrease or Increase	Signature of Authorized Officer of Trustee or Security Custodian

* To be included only if the Security is a Global Security

ASSIGNMENT FORM

To assign this Security, fill in the form below: (I) or (we) assign and transfer this Security to

_____

(Insert assignee's social security or tax I.D. number)

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____
as agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

(Sign exactly as your name appears on the face of this Security)

Signature Guarantee: _____

(Participant in a Recognized Signature Guaranty Medallion Program)

Exhibit 5.1

BAKER BOTTS L.L.P.

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October 13, 2006

001349.0347

ConocoPhillips
600 North Dairy Ashford
Houston, Texas 77079

Ladies and Gentlemen:

In connection with the issuance by (i) ConocoPhillips Canada Funding Company I, a Nova Scotia unlimited liability company ("Funding I"), of $1,250,000,000 aggregate principal amount of its 5.625% Notes due 2016 (the "Funding I Notes"), guaranteed by ConocoPhillips, a Delaware corporation ("ConocoPhillips"), and ConocoPhillips Company, a Delaware corporation ("CPCo") (the "Funding I Guarantees"), and (ii) ConocoPhillips Canada Funding Company II, a Nova Scotia unlimited liability company ("Funding II" and, together with Funding I, the "Issuers"), of $350,000,000 aggregate principal amount of its 5.30% Notes due 2012 (the "2012 Notes") and $500,000,000 aggregate principal amount of its 5.95% Notes due 2036 (collectively with the 2012 Notes, the "Funding II Notes"; the Funding I Notes and the Funding II Notes are collectively referred to herein as the "Notes"), in each case guaranteed by ConocoPhillips and CPCo (the "Funding II Guarantees"; the Funding I Guarantees and the Funding II Guarantees are collectively referred to herein as the "Guarantees"), pursuant to (a) the Registration Statement of ConocoPhillips, Funding I, Funding II and CPCo on Form S-3 (Registration Nos. 333-137890, 333-137890-01, 333-137890-02 and 333-137890-03) (the "Registration Statement"), which was filed by ConocoPhillips, Funding I, Funding II and CPCo with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and (b) the related prospectus dated October 6, 2006, as supplemented by the prospectus supplement relating to the sale of the Notes dated October 10, 2006 (as so supplemented, the "Prospectus"), as filed by ConocoPhillips, Funding I, Funding II and CPCo with the Commission pursuant to Rule 424(b) under the Act, certain legal matters with respect to the Notes and the Guarantees are being passed upon for you by us. At your request, this opinion is being furnished to you for filing as Exhibit 5.1 to the Current Report of ConocoPhillips on Form 8-K to be filed with the Commission on the date hereof (the "Form 8-K").

The Funding I Notes and the related Funding I Guarantees are to be issued pursuant to the Indenture, to be dated as of October 13, 2006, among Funding I, as issuer, ConocoPhillips and CPCo, as guarantors, and The Bank of New York Trust Company, National Association, as trustee (the "Funding I Indenture"); and each series of the Funding II Notes and the related Funding II Guarantees are to be issued pursuant to an Indenture, to be dated as of October 13, 2006, between Funding II, as issuer, ConocoPhillips and CPCo, as guarantors, and The Bank of New York Trust Company, National Association, as trustee (the "Funding II Indenture" and, together with the Funding I Indenture, the "Indentures"). The terms of the Notes

of each series (including the form of Note) are to be established pursuant to resolutions adopted by the Board of Directors of the applicable Issuer (the "Board Resolution").

In our capacity as your counsel in the connection referred to above, we have examined originals, or copies certified or otherwise identified, of (i) ConocoPhillips' Restated Certificate of Incorporation and By-laws and CPCo's Restated Certificate of Incorporation and By-laws, each as amended to date; (ii) the Underwriting Agreement (the "Underwriting Agreement") incorporated by reference into the Terms Agreement, dated as of October 10, 2006 (the "Terms Agreement"), among ConocoPhillips, Funding I, Funding II and the several Underwriters named in Schedule A to the Terms Agreement (the "Underwriters"), relating to the issuance and sale of the Notes; (iii) the Registration Statement and the Prospectus; (iv) the form of Funding I Indenture and the form of Funding II Indenture, together with the forms of the terms of the Notes (the "Terms of Notes") of each series, in each case as filed as exhibits to the Form 8-K; and (v) the corporate records of ConocoPhillips and CPCo, including minute books of ConocoPhillips and CPCo as furnished to us by each of them respectively, certificates of public officials and of representatives of ConocoPhillips, CPCo, Funding I and Funding II, statutes and other instruments and documents as a basis for the opinions hereinafter expressed. In giving such opinions, we have relied upon certificates of officers of ConocoPhillips, CPCo, Funding I and Funding II and of public officials with respect to the accuracy of the material factual matters contained in such certificates. In giving the opinions below, we have assumed that the signatures on all documents examined by us are genuine, that all documents submitted to us as originals are accurate and complete, that all documents submitted to us as copies are true and correct copies of the originals thereof and that all information submitted to us was accurate and complete. We also have assumed that (1) the applicable Board Resolution establishing the form and terms of the Notes of each series has been duly adopted by the Board of Directors of the Issuer thereof in accordance with the provisions of the related Indenture and (2) the Notes of each series and the related Indenture have been duly authorized, such Indenture will be validly executed and delivered and the Notes of such series will be validly executed, issued and delivered, in each case by the applicable Issuer.

On the basis of the foregoing, and subject to the assumptions, limitations and qualifications hereinafter set forth, we are of the opinion that:

(i) The Funding I Notes and the related Funding I Guarantees will, when duly executed, issued and delivered by Funding I, executed, endorsed and delivered by ConocoPhillips and CPCo and authenticated and delivered by the trustee in accordance with the terms of the Funding I Indenture and the Terms of Notes for the Funding I Notes and duly purchased and paid for by the Underwriters in accordance with the terms of the Terms Agreement (including the provisions of the Underwriting Agreement incorporated by reference in the Terms Agreement), constitute legal, valid and binding obligations of Funding I, ConocoPhillips and CPCo, respectively, enforceable against Funding I, ConocoPhillips and CPCo, respectively, in accordance with their terms, except as that enforcement is subject to any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance or other laws relating to or affecting

creditors' rights generally, and general principles of equity (regardless of whether that enforceability is considered in a proceeding in equity or at law).

(ii) The Funding II Notes and the related Funding II Guarantees will, when duly executed, issued and delivered by Funding II, executed, endorsed and delivered by ConocoPhillips and CPCo and authenticated and delivered by the trustee in accordance with the terms of the Funding II Indenture and the Terms of Notes for the Funding II Notes and duly purchased and paid for by the Underwriters in accordance with the terms of the Terms Agreement (including the provisions of the Underwriting Agreement incorporated by reference in the Terms Agreement), constitute legal, valid and binding obligations of Funding II, ConocoPhillips and CPCo, respectively, enforceable against Funding II, ConocoPhillips and CPCo, respectively, in accordance with their terms, except as that enforcement is subject to any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance or other laws relating to or affecting creditors' rights generally, and general principles of equity (regardless of whether that enforceability is considered in a proceeding in equity or at law).

The opinions set forth above are limited in all respects to matters of the contract law of the State of New York, the General Corporation Law of the State of Delaware and applicable federal law. In particular, we understand that you are receiving an opinion from McInnes Cooper as to all matters the laws of Nova Scotia, and we express no opinion herein with respect to matters of the laws of Nova Scotia. We hereby consent to the filing of this opinion of counsel as Exhibit 5.1 to the Form 8-K. We also consent to the reference to our Firm under the heading "Legal Matters" in the Prospectus. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Baker Botts L.L.P.