

LETTER OF TRANSMITTAL

To Tender Up to \$50,000,000 Principal Amount
of the Ladenburg Thalmann Financial Services Inc. 6.50% Senior Notes Due 2027

Ladenburg Thalmann Financial Services Inc. Senior Notes					
CUSIP	Ticker	Title of Security	Outstanding Principal Amount	Principal Amount	Purchase Price
50575Q300	LTSL	6.50% Senior Notes due 2027	\$82,742,000	\$25.00	\$15.00

Issued By:

Ladenburg Thalmann Financial Services Inc.

Pursuant to the Offer to Purchase dated June 9, 2022

THE TENDER OFFER (AS DEFINED BELOW) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON JULY 15, 2022, UNLESS EXTENDED OR EARLIER TERMINATED BY US IN OUR SOLE DISCRETION (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED OR EARLIER TERMINATED, THE "EXPIRATION TIME"). HOLDERS MUST VALIDLY TENDER THEIR NOTES, AND NOT VALIDLY WITHDRAW THEIR NOTES, AT OR PRIOR TO THE EXPIRATION TIME IN ORDER TO BE ELIGIBLE TO RECEIVE THE PURCHASE PRICE SET FORTH ABOVE. ALL HOLDERS WHOSE NOTES ARE ACCEPTED IN THE TENDER OFFER WILL RECEIVE ACCRUED INTEREST IN ADDITION TO THE PURCHASE PRICE. THE TENDER OFFER IS SUBJECT TO CERTAIN CONDITIONS DESCRIBED UNDER "CONDITIONS TO CONSUMMATION OF THE TENDER OFFER" IN THE OFFER TO PURCHASE.

The Tender and Information Agent for the Tender Offer is:

D.F. King & Co., Inc.

Confirmation by Telephone:

Banks and Brokers call: (212) 269-5550

All others call toll-free: (800) 706-3274

Email: LTSL@dfking.com

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

D.F. King & Co., Inc.
48 Wall Street
New York, New York 10005
Attention: Michael
Horthman

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

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

All terms used herein and not defined herein have the respective meanings ascribed to them in the Offer to Purchase dated June 9, 2022 (the “*Offer to Purchase*”) of 745 Capital LLC, a New York limited liability company (the “*Purchaser*”).

The instructions contained herein and elsewhere in the Offer to Purchase should be read carefully before this Letter of Transmittal is completed.

This Letter of Transmittal is to be used by holders of the Senior Notes listed in the heading of this Letter of Transmittal (the “*Notes*”). Tender of the Notes is to be made according to the Automated Tender Offer Program (“*ATOP*”) of DTC pursuant to the procedures set forth in the Offer to Purchase under the caption “Procedures for Tendering Notes—Book-Entry Delivery of the Notes; Tender through ATOP.” DTC participants that are accepting the Tender Offer must transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the DTC account of the Tender and Information Agent, D.F. King & Co., Inc. DTC will then send a computer generated message known as an “agent’s message” to the Tender and Information Agent for its acceptance. For you to validly tender your Notes in the Tender Offer, the Tender and Information Agent must receive and confirm, prior to the Expiration Time, an agent’s message under the ATOP procedures that affirms that: DTC has received your instructions to tender your Notes; and you agree to be bound by the terms of this Letter of Transmittal.

By using the ATOP procedures to tender outstanding Notes, you will not be required to deliver this Letter of Transmittal to the Tender and Information Agent. However, you will be bound by its terms just as if you had signed and submitted it.

There are no guaranteed delivery procedures provided for by the Purchaser in conjunction with the Tender Offer.

We will pay for Notes that we have accepted for purchase by wiring to DTC on the Settlement Date funds sufficient to pay the full amount of the Purchase Price (plus Accrued Interest) that we then owe to the Holders, *plus* the Accrued Interest. We will not be responsible for any mistakes or delays made by DTC or any of its participants in distributing the Purchase Price (and/or Accrued Interest), and no additional amounts will be payable because of any such mistake or delay.

In the event that the Tender Offer is terminated or otherwise not completed, you will not receive cash in respect of any of your Notes that have been tendered in response to the Tender Offer, even if you have validly tendered the Notes. Any Notes that are validly tendered but not purchased by us will be returned, at our expense, but without interest, premium or penalty, through the facilities of DTC, to you by book-entry transfer.

The Tender Offer is being made strictly upon the terms and subject to the conditions set forth herein and elsewhere in the Offer to Purchase.

The consummation of the Tender Offer is subject to certain conditions, all as more fully described in the Offer to Purchase under “Conditions to Consummation of the Tender Offer.”

The instructions included with this Letter of Transmittal must be followed. Questions and requests for assistance with tendering Notes or for additional copies of the Offer to Purchase and this Letter of Transmittal, and questions regarding the terms of the Tender Offer, may be directed to the Tender and Information Agent, D.F. King & Co., Inc., whose address and telephone numbers appear on the cover page of this Letter of Transmittal.

THE TENDER OFFER IS NOT BEING MADE TO (AND TENDERS OF NOTES WILL NOT BE ACCEPTED FROM OR ON BEHALF OF) HOLDERS IN ANY JURISDICTION IN WHICH THE MAKING OR ACCEPTANCE OF THE TENDER OFFER WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

By tendering outstanding Notes in the Tender Offer, you acknowledge receipt of the Offer to Purchase (including this Letter of Transmittal and instructions hereto), which constitutes our Offer to purchase up to \$50,000,000 of the principal amount of the Notes, subject to all of the terms and conditions set forth in the Offer to Purchase, including, without limitation, the application of the Tender Offer Cap and the proration and rounding procedures described in the Offer to Purchase.

The Tender Offer is subject to certain conditions described in the Offer to Purchase under "Conditions to the Consummation of the Tender Offer."

Upon the terms and subject to the conditions of the Tender Offer, you hereby tender to us the principal amount of Notes in the applicable agent's message.

Subject to, and effective upon, the acceptance for purchase of up to \$50,000,000 of the principal amount of the Notes tendered under this Letter of Transmittal, you hereby tender, sell, assign and transfer to, or upon the order of, us, all right, title and interest in and to the Notes that are being tendered hereby, waive any and all other rights with respect to such Notes, including, without limitation, any existing or past defaults, and release and discharge us from any and all claims you may have now, or may have in the future, arising out of, or related to, such Notes, including without limitation any claims that you are entitled to receive additional principal or interest payments with respect to such Notes or to participate in any redemption or defeasance of such Notes. You hereby irrevocably constitute and appoint the Tender and Information Agent as your true and lawful agent and attorney-in-fact (with full knowledge that the Tender and Information Agent also acts as our agent) with respect to such Notes, with full power of substitution (such power-of-attorney being deemed to be an irrevocable power coupled with an interest): (i) to transfer ownership of such Notes on the account books maintained by DTC to the Tender and Information Agent or us or upon our order and (ii) to receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes.

You understand that tenders of Notes made prior to the Expiration Time may be withdrawn at any time prior to the Expiration Time, but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law.

You understand that tenders of your Notes pursuant to the procedures described in the Offer to Purchase and in the instructions hereto and acceptance thereof by us will constitute a binding agreement between you and us upon the terms and subject to the conditions of the Tender Offer.

You hereby represent and warrant that you have full power and authority to tender, sell, assign and transfer the Notes tendered hereby, and that when such Notes are accepted for purchase by us, we will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and subject to no adverse claim or right. You will, upon request, execute and deliver any additional documents deemed by the Tender and Information Agent or by us to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby.

For purposes of the Tender Offer, you understand that we will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which we have waived such defect), if, as and when we give oral (confirmed in writing) or written notice thereof to the Tender and Information Agent.

You understand that we will not accept for purchase any Notes tendered after the Expiration Time.

All authority conferred or agreed to be conferred by this Letter of Transmittal shall survive your death or incapacity, and your obligations under this Letter of Transmittal shall be binding upon your heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

You understand that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender and Information Agent, until receipt and confirmation of an “agent’s message.”

You understand that all questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes, will be determined by us in our sole discretion, which determination shall be final and binding.

Very truly yours,

745 Capital LLC

INSTRUCTIONS
Forming Part of the Terms and Conditions
of the Tender Offer

1. *Book-Entry Confirmations; Consideration.* To be eligible to receive the Purchase Price and Accrued Interest on the Settlement Date for the tender of Notes in the Tender Offer, a confirmation of any book-entry transfer into the account of the Tender and Information Agent maintained by DTC through ATOP of Notes tendered electronically must be received (and not validly withdrawn) by the Tender and Information Agent prior to the Expiration Time. Tenders of Notes in the Tender Offer made prior to the Expiration Time will be accepted in accordance with the procedures described in the preceding sentence or otherwise in compliance with this Letter of Transmittal. You are solely responsible for ensuring that your Notes are validly tendered in the Tender Offer. It is suggested that holders tender their Notes sufficiently in advance of the Expiration Time to permit delivery by DTC of the agent's message to the Tender and Information Agent prior to such time. The delivery will be deemed made when the agent's message is actually received and confirmed by the Tender and Information Agent. Holders who validly tender and do not withdraw Notes will be paid the Purchase Price described in the Offer to Purchase, with Accrued Interest, for their Notes accepted for purchase.

2. *Withdrawals.* Tendered Notes may be validly withdrawn from any Tender Offer at any time at or prior to the earlier of (x) the Expiration Time and (y) in the event that such Tender Offer is extended, after the 60th business day after the commencement of such Tender Offer if for any reason such Tender Offer has not been consummated within 60 business days after commencement. If we amend such Tender Offer in a manner materially adverse to you as a tendering Holder, withdrawal rights will be extended, as we determine appropriate and in accordance with applicable law, to allow tendering Holders a reasonable opportunity to respond to such amendment. Withdrawal of tenders of Notes may be accomplished by complying with the applicable ATOP procedures for withdrawal of tenders. The Tender and Information Agent must receive the "Request Message" relating to a Holder's withdrawal prior to the Expiration Time, assuming no additional withdrawal rights are so required. If you withdraw Notes, you will have the right to re-tender them through ATOP prior to the Expiration Time.

All questions as to the validity, form and eligibility (including time of receipt) of notices of withdrawal of tenders will be determined by us, in our sole discretion (whose determination shall be final and binding). None of the Company, the Tender and Information Agent, the Trustee nor any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal of tenders, or incur any liability for failure to give any such notification.

3. *Partial Tenders.* Notes may be tendered only in principal amounts equal to minimum denominations of \$25.00 and integral multiples of \$25.00 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum denominations of \$25.00 principal amount. The entire principal amount of Notes set forth in a participant's DTC account will be deemed to have been tendered, unless otherwise indicated. If the entire principal amount of all Notes is not tendered or not accepted for purchase, Notes representing such untendered or unaccepted amount will be returned, without interest, premium or penalty, by credit to the participant's account at DTC promptly after the Notes are accepted for purchase.

4. *Transfer Taxes.* We will pay all transfer taxes, if any, payable on the purchase and transfer of Notes purchased pursuant to the Tender Offer. If, however, Notes not validly tendered are to be registered or issued in the name of any person other than the registered holder of the Notes tendered hereby, or if tendered Notes are registered in the name of any person other than the person signing this Letter of Transmittal, or if a transfer tax is imposed for any reason other than the transfer of Notes to us or our order pursuant to the Tender Offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other persons), will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to, or deducted from amounts otherwise payable to, such tendering holder.

5. *Irregularities.* All questions as to the validity (including time of receipt) and acceptance of tenders of Notes will be determined by us, in our sole discretion, which determination shall be final and binding. Alternative, conditional or contingent tenders will not be considered valid. We reserve the

absolute right, in our sole discretion, to reject any or all tenders in respect of the Notes the acceptance of which would, in our opinion, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular Notes. Our interpretation of the terms and conditions of the Tender Offer (including the instructions in this Letter of Transmittal) will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as we determine, unless waived by us. Tenders of Notes shall not have been deemed to have been made until all defects or irregularities have been waived by us or cured. All tendering Holders, by tender of Notes in Tender Offer, waive any right to receive notice of the acceptance of their Notes for purchase. None of the Company, the Tender and Information Agent, the Trustee nor any other person will be under any duty to give notice of any defects or irregularities in tenders of Notes, or will incur any liability to Holders for failure to give any such notice.

6. *Waiver of Conditions.* While we have no current plans or arrangements to do so, to the extent we are legally permitted to do so, we expressly reserve the absolute right, in our sole discretion, at any time to waive any condition to the Tender Offer or amend any of the terms of the Tender Offer, in the case of any Notes tendered, in whole or in part. In the case of an amendment to a condition of the Tender Offer, we will give Holders notice of such amendment as may be required by applicable law.

7. *Taxpayer Identification Number; Backup Withholding.* Each tendering holder of Notes that is a "United States person" for U.S. federal income tax purposes (as defined in the Internal Revenue Code of 1986, as amended) is required to provide the Tender and Information Agent with its correct U.S. taxpayer identification number ("*TIN*"), which is generally the United States person's social security or employer identification number, and certify that it is not subject to backup withholding by properly completing the enclosed Internal Revenue Service ("*IRS*") Form W-9, or, alternatively, to establish another basis for exemption from backup withholding. Failure to provide the information on the enclosed IRS Form W-9, or an applicable substitute form, may subject the tendering United States person to a penalty imposed by the IRS and to backup withholding at a rate of 24% on the payments made to such holder with respect to Notes purchased pursuant to the applicable Tender Offer. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS. Certain holders (including, among others, corporations) are exempt from these backup withholding requirements. Such exempt persons who are United States persons should indicate their exempt status on the IRS Form W-9 by entering their correct TIN, marking the appropriate box and signing and dating the IRS Form W-9 in the space provided. For further information concerning backup withholding and instructions for completing IRS Form W-9 (including how a United States person may obtain a TIN if it does not have one, and how to complete IRS Form W-9 if the Notes are held in more than one name), consult the instructions on the enclosed IRS Form W-9. For more information, see the Offer to Purchase under "Certain U.S. Federal Income Tax Considerations— U.S. Holders."

Each tendering holder that is not a "United States person" must submit a properly completed IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or other applicable IRS Form W-8 to the Tender and Information Agent, certifying under penalties of perjury to its foreign status to avoid backup withholding (and generally also to avoid a potential 30% U.S. withholding tax). IRS Forms W-8 may be obtained from the IRS's website at www.irs.gov. For more information, see the Offer to Purchase under "Certain U.S. Federal Income Tax Considerations—Non-U.S. Holders."

8. *Requests for Assistance or Additional Copies.* Any questions regarding the terms of the Tender Offer may be directed to the Tender and Information Agent at the location and telephone numbers set forth below, and requests for additional copies of documentation related to the Tender Offer, requests for copies of the Indenture and any questions or requests for assistance in tendering may be directed to the Tender and Information Agent at the location and telephone numbers set forth on the second page of this Letter of Transmittal. Documents relating to the Tender Offer, including this Offer to Purchase and the Letter of Transmittal, are also available at www.dfking.com/LTSL. Holders may also contact their broker, dealer, commercial bank or trust company for assistance concerning the Tender Offer. The Tender and Information Agent's address and telephone numbers appear on the cover page of this Letter of Transmittal.