

**XPLR Infrastructure Operating Partners, LP**  
**LETTER OF TRANSMITTAL**  
**To Tender in Respect of**  
**3.875% Senior Notes due 2026**

(CUSIP Nos. 65342Q AL6 (144A) / U6500T AG0 (Reg. S))  
(ISINs US65342QAL68 (144A) / USU6500TAG05 (Reg. S))

**Pursuant to the Offer to Purchase**  
**dated November 12, 2025**

**THE OFFER (AS DEFINED BELOW) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON NOVEMBER 18, 2025, UNLESS EXTENDED OR THE OFFER IS EARLIER TERMINATED BY THE OFFEROR (AS DEFINED BELOW) IN ITS SOLE DISCRETION (SUCH TIME, AS THE SAME MAY BE EXTENDED OR EARLIER TERMINATED, THE “EXPIRATION TIME”). TENDERED NOTES MAY BE WITHDRAWN AT ANY TIME AT OR PRIOR TO THE EXPIRATION TIME.**

*The Tender Agent for the Offer is:*

**D.F. King & Co., Inc.**

*By Regular, Registered or Certified Mail;  
Hand or Overnight Delivery:*  
D.F. King & Co., Inc.  
28 Liberty Street, 53rd Floor  
New York, NY 10005  
Attention: Michael Horthman

*For Confirmation by Telephone:*  
Call Toll-Free: (212) 448-4476  
Banks and Brokers Only: (866) 356-6140

Email: [XPLR@dfking.com](mailto:XPLR@dfking.com)  
Website: [www.dfking.com/XPLR](http://www.dfking.com/XPLR)

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF INSTRUCTIONS VIA A FAX NUMBER OTHER THAN AS LISTED ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY. THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, THE NOTES, A NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS TO THE TENDER AGENT, INCLUDING DELIVERY THROUGH DTC AND ANY ACCEPTANCE OR AGENT'S MESSAGE DELIVERED THROUGH ATOP (AS DEFINED BELOW), IS AT THE ELECTION AND RISK OF HOLDERS.

XPLR Infrastructure Operating Partners, LP (the “Offeror”), is offering to purchase for cash any and all of its outstanding 3.875% Senior Notes due 2026 (CUSIP Nos. 65342Q AL6 (144A) / U6500T AG0 (Reg. S)) (ISINs US65342QAL68 (144A) / USU6500TAG05 (Reg. S)) (the “Notes”), from holders thereof (each, a “Holder” and collectively, the “Holders”) upon the terms and subject to the conditions set forth in the Offer to Purchase dated November 12, 2025 (as it may be amended or supplemented from time to time, the “Statement”), this Letter of Transmittal (as it may be amended or supplemented from time to time, the “Letter of Transmittal”) and the Notice of Guaranteed Delivery (as it may be amended or supplemented from time to time, the “Notice of Guaranteed Delivery,” together with the Statement and this Letter of Transmittal, the “Offer”). As of November 11, 2025, \$500,000,000 aggregate principal amount of Notes were outstanding.

Holders should carefully review the information set forth in the Offer.

All capitalized terms used herein and not defined herein have the meaning given to them in the Statement.

This Letter of Transmittal is to be completed by a Holder desiring to tender Notes unless such Holder is executing the tender through DTC's Automated Tender Offer Program (“ATOP”). **A Holder tendering through ATOP does not need to complete a Letter of Transmittal.**

Holders that are tendering by book-entry transfer to the Tender Agent's account at DTC can execute the tender through ATOP, for which the transaction will be eligible. DTC participants that are accepting the Offer must transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the Tender Agent's account at DTC. DTC will then send an Agent's Message to the Tender Agent for its acceptance. Delivery of the Agent's Message by DTC will satisfy the terms of the Offer as to execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message.

For a description of certain procedures to be followed in order to tender Notes (through ATOP or otherwise), see "Terms of the Offer—Procedure for Tendering Notes" in the Statement and the instructions to this Letter of Transmittal.

Delivery of documents to DTC does not constitute delivery to the Tender Agent.

Only Holders may validly tender their Notes. The undersigned should complete, execute and deliver this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the Offer.

The undersigned authorizes the Tender Agent to deliver this Letter of Transmittal to the Offeror as evidence of the undersigned's tender of Notes.

<b>TENDER OF NOTES</b>
<p>CHECK HERE IF CERTIFICATES REPRESENTING TENDERED NOTES ARE ENCLOSED HEREWITH.</p> <p>CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE TENDER AGENT WITH DTC AND COMPLETE THE FOLLOWING:</p> <p>Name of Tendering Institution: _____</p> <p>DTC Account Number: _____</p> <p>Transaction Code Number: _____</p> <p>Date Tendered: _____</p> <p>CHECK HERE IF YOU ARE DELIVERING TENDERED NOTES PURSUANT TO A NOTICE OF GUARANTEED DELIVERY THAT YOU PREVIOUSLY SENT TO THE TENDER AGENT AND COMPLETE THE FOLLOWING:</p> <p>Names(s) of Tendering holder(s): _____</p> <p>Date of Execution of notice of guaranteed delivery: _____</p> <p>Name of Institution that Guaranteed Delivery: _____</p>

List below the Notes to which this Letter of Transmittal relates. If the space provided is inadequate, list the certificate numbers and principal amounts on a separately executed schedule and affix the schedule to this Letter of Transmittal. Tenders of Notes will be accepted in base denominations of \$2,000 and in integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted.

**DESCRIPTION OF NOTES TENDERED**

Name(s) and Address(es) of Holder(s) (Please fill in, if blank)	Certificate Numbers *	Aggregate Principal Amount Represented **	Principal Amount Tendered **
<p>* Need not be completed by Holders tendering by book entry transfer (see below).</p> <p>** Unless otherwise indicated in the column labeled "Principal Amount Tendered" and subject to the terms and conditions set forth in the Statement, a Holder will be deemed to have tendered the entire aggregate principal amount represented by the Notes indicated in the column labeled "Aggregate Principal Amount Represented." See Instruction 7.</p>			

If not already printed above, the name(s) and address(es) of the registered Holder(s) should be printed exactly as they appear on the certificate(s) representing Notes tendered hereby or, if tendered by a participant in DTC, exactly as such participant's name appears on a security position listing as the owner of the Notes.

The Offer is not being made to, and tenders will not be accepted from or on behalf of, Holders in any jurisdiction in which the making or the acceptance of the Offer would not be in compliance with the laws of such jurisdiction.

## SETTLEMENT DATE

Subject to the terms and conditions set forth herein and in the Statement, the Offeror expects to accept for purchase three business days following the Expiration Time all of the Notes that are validly tendered and not validly withdrawn at or prior to the Expiration Time (the time of such acceptance, the "Acceptance Time"). With respect to each of (i) accepted Notes delivered on or prior to the Expiration Time, if any, and (ii) accepted Notes delivered pursuant to the guaranteed delivery procedures set forth in the Statement, if any, the Holders thereof will receive payment of the Notes Consideration for such Notes on the Settlement Date, which the Offeror expects will be promptly after the Acceptance Time and be the same business day as the Acceptance Time; the date on which the Offeror will deposit with DTC the aggregate Notes Consideration for Notes accepted for purchase at the Acceptance Time, together with an amount equal to Accrued Interest thereon, is referred to as the "Settlement Date." Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Offer. Notes will be accepted for purchase in base denominations of \$2,000 and in integral multiples of \$1,000 in excess thereof. All references to "\$" are to U.S. dollars.

**NOTE: SIGNATURES MUST BE PROVIDED BELOW.  
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.**

Ladies and Gentlemen:

The undersigned hereby tenders to XPLR Infrastructure Operating Partners, LP, a Delaware limited partnership (the "Offeror"), upon the terms and subject to the conditions set forth in the Offer to Purchase dated November 12, 2025 (as it may be amended or supplemented from time to time, the "Statement"), receipt of which is hereby acknowledged, and this Letter of Transmittal, the principal amount of Notes indicated in the table above entitled "Description of Notes Tendered" under the column heading "Principal Amount Tendered" (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by the Notes described in such table). The undersigned agrees to all of the terms and conditions of the Offer. Capitalized terms used herein and not defined herein have the meanings given to them in the Statement.

Subject to, and effective upon, the acceptance for payment of, and payment for, the principal amount of Notes tendered herewith in accordance with the terms and subject to the conditions of the Offer, the undersigned hereby (a) sells, assigns and transfers to or upon the order of the Offeror all right, title and interests in and to all of the Notes tendered hereby and (b) waives any and all other rights with respect to such Notes. The undersigned hereby irrevocably constitutes and appoints the Tender Agent the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Tender Agent also acts as the agent of the Offeror) with respect to such Notes, with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) present such Notes and all evidences of transfer and authenticity to, or transfer ownership of such Notes on the account books maintained by DTC to, or upon the order of, the Offeror, (ii) present such Notes for transfer of ownership on the books of the Offeror and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes, all in accordance with the terms and conditions of the Offer as described in the Statement.

The undersigned understands that tenders of Notes before the Expiration Time may be validly withdrawn by complying with the procedures described in the Offer, at any time at or prior to the Expiration Time; provided, however, that if the Offeror is required by law to permit withdrawal, then previously tendered Notes may be validly withdrawn to the extent required. In addition, tendered Notes may be withdrawn at any time after the 60th business day after the commencement of the Offer if for any reason the Offer has not been consummated within 60 business days after commencement.

The undersigned acknowledges and agrees that a tender of Notes pursuant to any of the procedures described in the Offer (including the instructions hereto) and an acceptance of such Notes by the Offeror will constitute a binding agreement between the undersigned and the Offeror upon the terms and subject to the conditions of the Offer, which agreement will be governed by, and construed in accordance with, the laws of the State of New York.

The undersigned understands that, under certain circumstances and subject to the conditions of the Offer (each of which the Offeror may waive, in its sole discretion) set forth in the Statement, the Offeror may not be required to accept for payment any of the Notes tendered in the Offer. Any Notes not accepted for payment in the Offer will be returned promptly to the undersigned at the address set forth above unless otherwise listed in the boxes below labeled "Special Delivery Instructions" or "Special Payment Instructions."

The undersigned hereby represents and warrants that (a) the undersigned has full power and authority to tender, sell, assign and transfer the Notes tendered hereby, and (b) when such tendered Notes are accepted for payment and paid for by the Offeror pursuant to the Offer, the Offeror will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. The undersigned will, upon request, execute and deliver any additional documents deemed by the Tender Agent or by the Offeror to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby.

The Offeror is not required to accept for purchase any Notes tendered after the Expiration Time. The Expiration Time may be extended, as described in the Statement.

No authority conferred or agreed to be conferred by this Letter of Transmittal shall be affected by, and all such authority shall survive, the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

In consideration for the purchase of Notes pursuant to the Offer, the undersigned hereby waives, releases, forever discharges and agrees not to sue the Offeror or its former, current or future directors, officers, employees, agents, subsidiaries, affiliates, stockholders, predecessors, successors, assigns or other representatives as to any and all claims, demands, causes of action and liabilities of any kind and under any theory whatsoever, whether known or unknown (excluding any liability arising under U.S. federal securities laws in connection with the Offer), by reason of any act, omission, transaction or occurrence, that the undersigned ever had, now has or hereafter may have against the Offeror as a result of or in any manner related to the undersigned's purchase, ownership or disposition of the Notes pursuant to the Offer or any decline in the value thereof. Without limiting the generality or effect of the foregoing, upon the purchase of Notes pursuant to the Offer, the Offeror shall obtain all rights relating to the undersigned's ownership of Notes (including, without limitation, the right to all interest payable on the Notes) and any and all claims relating thereto.

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 the Offeror, in its sole discretion, and such determination shall be final and binding.

Unless otherwise indicated herein under "Special Delivery Instructions," the undersigned hereby request(s) that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name(s) of, and be delivered to, the undersigned (and, in the case of Notes tendered by book-entry transfer, by credit to the undersigned's account at DTC). Unless otherwise indicated herein under "Special Payment Instructions," the undersigned hereby request(s) that any checks for payment to be made in respect of the Notes tendered hereby be issued to the order of, and delivered to, the undersigned.

In the event that the "Special Delivery Instructions" box is completed, the undersigned hereby request(s) that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name(s) of, and be delivered to, the person(s) at the address(es) therein indicated. The undersigned recognizes that the Offeror has no obligation pursuant to the "Special Delivery Instructions" box to transfer any Notes from the names of the registered Holder(s) thereof if the Offeror does not accept for purchase any of the principal amount of such Notes so tendered. In the event that the "Special Payment Instructions" box is completed, the undersigned hereby request(s) that checks for payment be made in respect of the Notes tendered hereby be issued to the order of, and be delivered to, the person(s) at the address(es) therein indicated.

**SPECIAL DELIVERY  
INSTRUCTIONS**  
(See Instructions 1, 2, 3 and 4)

To be completed ONLY if Notes in a principal amount not tendered or not accepted for purchase are to be issued in the name of someone other than the person(s) whose signature(s) appear(s) within this Letter of Transmittal or sent to an address different from that shown in the table entitled "Description of Notes Tendered" in this Letter of Transmittal.

Deliver:  Notes  
 Checks (check as applicable)

Name: \_\_\_\_\_  
**(Please Print)**

Address: \_\_\_\_\_  
\_\_\_\_\_  
**(Include Zip Code)**

\_\_\_\_\_  
**(Tax identification or social security number)**

Check here to direct a credit of Notes not tendered or not accepted for payment to be delivered by book-entry transfer to an account at DTC.

\_\_\_\_\_  
**(DTC Account Number)**

Name of Account Party: \_\_\_\_\_

**SPECIAL PAYMENT  
INSTRUCTIONS**  
(See Instructions 1, 2, 3 and 4)

To be completed ONLY if checks are to be issued payable to someone other than the person(s) whose signature(s) appear(s) within this Letter of Transmittal or sent to an address different from that shown in the table entitled "Description of Notes Tendered" in this Letter of Transmittal.

Issue:  Notes  
 Checks (check as applicable)

Name: \_\_\_\_\_  
**(Please Print)**

Address: \_\_\_\_\_  
\_\_\_\_\_  
**(Include Zip Code)**

\_\_\_\_\_  
**(Tax identification or social security number)**

**PLEASE COMPLETE AND SIGN BELOW**

(This page is to be completed and signed by all tendering  
Holders except Holders executing the tender through DTC's ATOP)

By completing, executing and delivering this Letter of Transmittal, the undersigned hereby tenders the principal amount of Notes listed in the table above labeled "Description of Notes Tendered" under the column heading "Principal Amount Tendered" (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by the Notes described in such table).

Signature(s): \_\_\_\_\_

\_\_\_\_\_

(Must be signed by the registered Holder(s) exactly as the name(s) appear(s) on certificate(s) representing the tendered Notes or, if the Notes are tendered by a participant in DTC, exactly as such participant's name appears on a security position listing as the owner of such Notes. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth the full title and see Instruction 1.)

Dated: \_\_\_\_\_

Name(s): \_\_\_\_\_  
(Please Print)

Capacity: \_\_\_\_\_

Address: \_\_\_\_\_  
(Including Zip Code)

Area Code and Telephone Number:( ) \_\_\_\_\_

Tax Identification or Social Security Number: \_\_\_\_\_

**Medallion Signature Guarantee  
(Only If Required—See Instructions 1 and 2)**

Authorized Signature of Guarantor: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Area Code and Telephone Number: \_\_\_\_\_

[Place Seal Here]

## Instructions for Holders forming part of the Terms and Conditions of the Offer

1. *Signatures on Letter of Transmittal, Instruments of Transfer and Endorsements.* If this Letter of Transmittal is signed by the registered Holder(s) of the Notes tendered hereby, the signatures must correspond with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever. If this Letter of Transmittal is signed by a participant in DTC whose name is shown on a security position listing as the owner of the Notes tendered hereby, the signature must correspond with the name shown on the security position listing as the owner of such Notes.

If any of the Notes tendered hereby are registered in the name of two or more Holders, all such Holders must sign this Letter of Transmittal. If any of the Notes tendered hereby are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal or any Notes or instrument of transfer is signed by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Offeror of such person's authority to so act must be submitted.

When this Letter of Transmittal is signed by the registered Holder(s) of the Notes tendered hereby, no endorsements of Notes or separate instruments of transfer are required unless payment is to be made, or Notes not tendered or purchased are to be issued, to a person other than the registered Holder(s), in which case signatures on such Notes or instruments of transfer must be guaranteed by a Medallion Signature Guarantor.

**Unless this Letter of Transmittal is signed by the registered Holder(s) of the Notes tendered hereby (or by a participant in DTC whose name appears on a security position listing as the owner of such Notes), such Notes must be endorsed or accompanied by appropriate instruments of transfer and each such endorsement or instrument of transfer must be signed exactly as the name or names of the registered Holder(s) appear on the Notes (or as the name of such participant appears on a security position listing as the owner of such Notes); signatures on each such endorsement or instrument of transfer must be guaranteed by a Medallion Signature Guarantor, unless the signature is that of an Eligible Institution (as defined below).**

2. *Signature Guarantees.* Signatures on this Letter of Transmittal must be guaranteed by a firm that is a participant in the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program, or the Stock Exchange Medallion Program (generally a member of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, or a commercial bank or trust company having an office in the United States) (an "Eligible Institution"), unless (a) the Letter of Transmittal is signed by the registered Holder of the Notes tendered therewith (or by a participant in DTC whose name appears on a security position listing it as the owner of such Notes) and payment of the Notes Consideration is to be made, or if any Notes for principal amounts not tendered or not accepted for purchase are to be issued, directly to such Holder (or, if tendered by a participant in DTC, any Notes for principal amounts not tendered or not accepted for purchase are to be credited to such participant's account at DTC) and neither the "Special Payment Instructions" box nor the "Special Delivery Instructions" box on the Letter of Transmittal has been completed, or (b) such Notes are tendered for the account of an Eligible Institution.

3. *Transfer Taxes.* Except as set forth in this Instruction 3, the Offeror will pay or cause to be paid any transfer taxes with respect to the transfer and sale of Notes to the Offeror, or to its order, pursuant to the Offer. If payment is to be made to, or if Notes not tendered or purchased are to be registered in the name of or delivered to, any persons other than the registered owners, or if tendered Notes are registered in the name of any persons other than the persons signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered Holder or such other person) payable on account of the transfer to such other person will be billed directly to the tendering Holder and/or deducted from any payment unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

4. *Backup Withholding; Form W-9; Form W-8.* Each tendering Holder that is a "U.S. person" (as defined in the instructions to Internal Revenue Service Form W-9 (a "Form W-9")) is required to provide the Holder's

correct taxpayer identification number (“TIN”), generally the Holder’s social security number, individual taxpayer identification number or federal employer identification number, on the Form W-9, which is provided under “Important Tax Information” below, or, alternatively, to establish another basis for exemption from backup withholding. A Holder must cross out item (2) in Part II on the Form W-9 if such Holder is subject to backup withholding. Failure to provide the information on the form may subject the tendering Holder to 24% federal income tax backup withholding on the payments made to the Holder with respect to Notes purchased pursuant to the Offer and to a \$50 penalty imposed by the Internal Revenue Service. If the tendering Holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, the tendering Holder should write “Applied For” in the space provided for the TIN in Part I of the Form W-9. If “Applied For” is written in the space provided for the TIN in Part I of the Form W-9 and the Holder does not provide a TIN by the time of payment, such Holder will be subject to backup withholding at 24% from all such payments with respect to the Notes. Each tendering Holder that is a non-U.S. person, including entities, must submit an appropriate properly completed Internal Revenue Service Form W-8 certifying, under penalties of perjury, to such Holder’s foreign status in order to establish an exemption from backup withholding. An appropriate Form W-8 can be obtained via the Internal Revenue Service website at [www.irs.gov](http://www.irs.gov).

**FAILURE TO COMPLETE INTERNAL REVENUE SERVICE FORM W-9, THE APPROPRIATE INTERNAL REVENUE SERVICE FORM W-8, OR ANOTHER APPROPRIATE FORM MAY RESULT IN BACKUP WITHHOLDING AT THE RATE DESCRIBED ABOVE ON ANY PAYMENTS MADE TO YOU PURSUANT TO THE STATEMENT.**

5. *Withdrawal of Tenders.* Notes tendered at or prior to the Expiration Time may be withdrawn at any time at or prior to the Expiration Time. In addition, tendered Notes may be withdrawn at any time after the 60th business day after the commencement of the Offer if for any reason the Offer has not been consummated within 60 business days after commencement. In the event of a termination of the Offer with respect to the Notes, such Notes will be credited to the account maintained at DTC from which such Notes were delivered or certificates for such Notes will be returned to such tendering Holders.

For a permitted withdrawal of tendered Notes to be effective, a written or facsimile transmission notice of withdrawal (or a properly transmitted “Request Message” through ATOP) must be received by the Tender Agent at or prior to the Expiration Time at its address set forth on the cover of this Letter of Transmittal. Any such notice of withdrawal must (i) specify the name of the person who tendered the Notes to be withdrawn (or, if tendered by book-entry transfer, the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes), (ii) contain the description of the Notes to be withdrawn, the certificate numbers shown on the particular certificates evidencing such Notes (unless such Notes were tendered by book-entry transfer) and the aggregate principal amount represented by such Notes, (iii) if other than a notice transmitted through ATOP, be signed by the Holder of such Notes in the same manner as the original signature on the Letter of Transmittal by which such Notes were tendered (including any required signature guarantees), or be accompanied by (x) documents of transfer sufficient to have the trustee for such Notes register the transfer of the Notes into the name of the person withdrawing such Notes and (y) a properly completed irrevocable proxy authorizing such person to effect such withdrawal on behalf of such Holder and (iv) specify the name in which such Notes are to be registered if different from the person who tendered such Notes pursuant to such documents of transfer (or, in the case of Notes transferred by book-entry transfer, the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes). If the Notes to be withdrawn have been delivered or otherwise identified to the Tender Agent, a signed notice of withdrawal is effective immediately upon written or facsimile notice of such withdrawal, even if physical release is not yet effected.

Any permitted withdrawal of Notes may not be rescinded. Any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer, provided, however, that withdrawn Notes may be re-tendered by again following one of the appropriate procedures described herein at any time at or prior to the Expiration Time.

All questions as to the validity, form and eligibility (including receipt) of notices of withdrawal will be determined by the Offeror, in its sole discretion (whose determination shall be final and binding). Neither the Offeror, the Tender Agent, the Information Agent, the Dealer Manager, the Trustee nor any other person will be under

any duty to give notification of any defects or irregularities in any notice of withdrawal, or incur any liability for failure to give any such notification.

6. *Requests for Assistance or Additional Copies.* If a Holder of Notes has questions about the Offer or procedures for accepting the Offer, the Holder should call the Dealer Manager, the Tender Agent or the Information Agent at their telephone numbers set forth on the last page of this Letter of Transmittal. If a Holder would like additional copies of the Statement or this Letter of Transmittal, the Holder should contact the Information Agent at the web address and the telephone numbers set forth on the last page of this Letter of Transmittal.

7. *Partial Tenders.* Tenders of Notes will be accepted in base denominations of \$2,000 and in integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. If less than the entire principal amount of any Note is tendered, the tendering Holders should fill in the principal amount tendered in the fourth column of the table entitled “Description of Notes Tendered” above. The entire principal amount of Notes delivered to the Tender Agent will be deemed to have been tendered unless otherwise indicated. If the entire principal amount of all Notes held by a Holder is not tendered, then substitute Notes for the principal amount of Notes not tendered and purchased pursuant to the Offer will be sent to such Holder at his or her registered address or otherwise to such Holder’s account, unless a different address or account is provided in the appropriate box on this Letter of Transmittal, promptly after the delivered Notes are accepted for partial tender.

Notwithstanding any other provision of the Offer, the consummation of the Offer and the Offeror’s obligation to accept for purchase, and to pay for, Notes validly tendered (and not validly withdrawn) pursuant to the Offer is subject to the satisfaction of or waiver of certain conditions, including (a) the Offeror’s consummation, on terms and conditions satisfactory to the Offeror, of the concurrent offering of senior notes announced on the date of the Statement and the receipt of the net proceeds therefrom and (b) satisfaction of the other conditions set forth in “Terms of the Offer—Conditions to the Offer” in the Statement. The Offer is not conditioned on any minimum amount of Notes being tendered in the Offer. The Offeror reserves the right to amend or waive any of the conditions of the Offer, in whole or in part, at any time or from time to time, in its sole discretion.

8. *Irregularities.* All determinations as to the validity, form, eligibility (including receipt) and acceptance of any tendered Notes pursuant to any of the procedures described above will be made by the Offeror in its sole discretion (whose determination shall be final and binding). The Offeror expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all tenders of any Notes determined by the Offeror not to be in proper form or if the acceptance for payment of, or payment for, such Notes may, in the opinion of counsel to the Offeror, be unlawful. The Offeror also reserves the absolute right, in its sole discretion, subject to applicable law, to waive or amend any of the conditions of the Offer, or to waive any defect or irregularity in any tender with respect to Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Offeror’s interpretation of the terms and conditions of the Offer (including this Letter of Transmittal and the instructions hereto) will be final and binding. None of the Offeror, the Tender Agent, the Dealer Manager, the Information Agent, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

9. *Waiver of Conditions.* The Offeror expressly reserves the right prior to the Expiration Time to waive (or to seek to waive) any of the conditions to the Offer, in whole or in part, at any time and from time to time.

10. *Mutilated, Lost, Stolen or Destroyed Certificates.* If a Holder desires to tender Notes, but the certificates evidencing such Notes have been mutilated, lost, stolen or destroyed, such Holder should contact the Trustee to receive information about the procedures for obtaining replacement certificates for Notes.

11. *Delivery of this Letter of Transmittal and Certificates for Notes or Book-Entry Confirmations; Guaranteed Delivery Procedures.*

You should use this Letter of Transmittal only if you are (a) forwarding Notes with this Letter of Transmittal or (b) going to deliver certificates under a notice of guaranteed delivery previously sent to the Tender Agent. In order for you to properly tender Notes, the Tender Agent must receive certificates for all physically tendered Notes, or a confirmation of a book-entry transfer of all Notes delivered electronically into the Tender Agent’s account at the book-entry transfer facility, together in each case with a properly completed and duly executed Letter of Transmittal, or an

Agent's Message in connection with book-entry transfer, and any other documents required by this Letter of Transmittal, at one of its addresses set forth in this Letter of Transmittal by the Expiration Time.

12. *Guaranteed Delivery.* If you cannot deliver your Notes and all other required documents to the Tender Agent, or if your Notes are not immediately available, by the Expiration Time, or the procedure for book-entry transfer cannot be completed on a timely basis, you may tender your Notes pursuant to the guaranteed delivery procedure described in the Statement by or through any eligible institution. To comply with the guaranteed delivery procedure, you must: (1) properly complete and duly execute a notice of guaranteed delivery substantially in the form provided to you by the Offeror, including (where required) a signature guarantee by an eligible institution in the form set forth in the notice of guaranteed delivery; (2) arrange for the Tender Agent to receive the notice of guaranteed delivery by the Expiration Time; and (3) ensure that the Tender Agent receives the certificates for all physically-tendered Notes or book-entry confirmation of electronic delivery of Notes, as the case may be, together with a properly completed and duly executed Letter of Transmittal with any required signature guarantees or an Agent's Message, and all other documents required by this Letter of Transmittal, within two business days after the Expiration Time, all as provided in the Statement.

The Notice of Guaranteed Delivery may be delivered by facsimile transmission or mail to the Tender Agent and must include, if necessary, a guarantee by an eligible guarantor institution in the form set forth in such Notice of Guaranteed Delivery. For Notes to be properly tendered under the guaranteed delivery procedure, the Tender Agent must receive the Notice of Guaranteed Delivery before the Expiration Time.

**FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF SUCH NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES WILL BE MADE NO LATER THAN THE CLOSE OF BUSINESS ON THE SECOND BUSINESS DAY AFTER THE EXPIRATION TIME; PROVIDED, THAT ACCRUED INTEREST WILL CEASE TO ACCRUE ON THE SETTLEMENT DATE FOR ALL NOTES ACCEPTED IN THE OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE AND UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST ON THE NOTES CONSIDERATION BE PAID BY THE OFFEROR AFTER THE SETTLEMENT DATE BY REASON OF ANY DELAY ON THE PART OF THE GUARANTEED DELIVERY PROCEDURES.**

**The method of delivery of this Letter of Transmittal, Notes, the Notice of Guaranteed Delivery and all other required documents to the Tender Agent, including delivery through DTC and any acceptance or Agent's Message delivered through ATOP, is at the election and risk of Holders.** If such delivery is by mail, it is suggested that Holders use properly insured registered mail, return receipt requested, and that the mailing be sufficiently in advance of the Expiration Time to permit delivery to the Tender Agent prior to such date. Except as otherwise provided below, the delivery will be deemed made when actually received or confirmed by the Tender Agent. This Letter of Transmittal and the Notes should be sent only to the Tender Agent, not to the Offeror, DTC, the Trustee, the Information Agent or the Dealer Manager.

All tendering Holders, by execution of this Letter of Transmittal, waive any right to receive any notice of the acceptance of their Notes for purchase.

13. *Expiration Time.* The Expiration Time means, with respect to the Offer, 5:00 p.m., New York City time, November 18, 2025, or any later time and date to which the Offeror in its sole discretion (subject to applicable law) extends the Offer.

## IMPORTANT TAX INFORMATION

Under U.S. federal income tax laws, a Holder whose tendered Notes are accepted for payment is required to provide such Holder's correct TIN on Form W-9 below or otherwise establish a basis for exemption from backup withholding. If such Holder is an individual, the TIN is his or her social security number or individual taxpayer identification number, as the case may be. A tendering Holder may be subject to backup withholding tax at a rate of 24% with respect to payments made pursuant to the Offer and a \$50 penalty may be imposed on the Holder by the Internal Revenue Service if a TIN is not provided. Failure to comply truthfully with the backup withholding requirements also may result in the imposition of severe criminal and/or civil fines and penalties.

Certain Holders (including, among others, generally all corporations and certain non-U.S. persons) are not subject to these backup withholding requirements. Exempt Holders (other than non-U.S. persons) should furnish their TIN, complete the certification in Part II of the Form W-9, and sign, date and return the Form W-9 to the Tender Agent's address provided herein. A Holder that is a non-U.S. person, including an entity, may qualify as an exempt recipient by submitting an appropriate, properly completed Internal Revenue Service Form W-8BEN, W-8BEN-E, W-8ECI, W-8EXP or W-8IMY (a "Form W-8"), as the case may be, signed under penalties of perjury, certifying to that Holder's foreign status. An appropriate Form W-8 can be obtained via the Internal Revenue Service website at [www.irs.gov](http://www.irs.gov). See the enclosed Form W-9 for additional instructions.

Each payment of Accrued Interest made to a non-U.S. person, including an entity, generally will be subject to U.S. federal withholding tax at a 30% rate unless such Holder certifies its foreign status on a Form W-8 and certain other conditions are met.

If backup withholding applies, any payments made to the Holder or other payee will be subject to backup withholding at the applicable backup withholding rate. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may be obtained from the Internal Revenue Service, provided that the required information is properly furnished to the Internal Revenue Service on a timely basis.

See the section entitled "Certain United States Federal Income Tax Considerations" in the Statement for an additional discussion of certain tax consequences.

### *Purpose of Form W-9*

To prevent backup withholding on payments made with respect to Notes purchased pursuant to the Offer, a Holder who is a U.S. person is required to provide either (i) the Holder's correct TIN by properly completing the Form W-9 below, certifying that the TIN provided on the Form W-9 is correct (or that such Holder is awaiting a TIN), that the Holder is a U.S. person and that (a) the Holder has not been notified by the Internal Revenue Service that the Holder is subject to backup withholding as a result of a failure to report all interest or dividends or (b) the Internal Revenue Service has notified the Holder that the Holder is no longer subject to backup withholding; or (ii) an adequate basis for exemption.

### *What Number to Give the Tender Agent*

The Holder is required to provide the TIN (e.g., social security number, individual taxpayer identification number or employer identification number) of the registered Holder. If the Notes are held in more than one name or are not held in the name of the actual owner, consult the enclosed Form W-9 for additional guidance on which number to report.

*The Tender Agent for the Offer is:*

**D.F. King & Co., Inc.**

*By Regular, Registered or Certified Mail;*

*Hand or Overnight Delivery:*

D.F. King & Co., Inc.  
28 Liberty Street, 53rd Floor  
New York, NY 10005  
Attention: Michael Horthman.

*For Confirmation by Telephone:*

Call Toll-Free: (212) 448-4476  
Banks and Brokers Only: (866) 356-6140  
Email: [XPLR@dfking.com](mailto:XPLR@dfking.com)  
Website: [www.dfking.com/XPLR](http://www.dfking.com/XPLR)

Questions, requests for assistance and requests for additional copies of this Statement, the related Letter of Transmittal and the Notice of Guaranteed Delivery may be directed to the Information Agent or the Dealer Manager at their address set forth below.

Copies of this Statement, the related Letter of Transmittal and the Notice of Guaranteed Delivery are also available at the following web address: [www.dfking.com/XPLR](http://www.dfking.com/XPLR)

*The Information Agent for the Offer is:*

**D.F. King & Co., Inc.**

28 Liberty Street, 53rd Floor  
New York, NY 10005

Attention: Michael Horthman

or

Call Toll-Free: (212) 448-4476  
Banks and Brokers Only: (866) 356-6140  
Email: [XPLR@dfking.com](mailto:XPLR@dfking.com)  
Website: [www.dfking.com/XPLR](http://www.dfking.com/XPLR)

*The Dealer Manager for the Offer is:*

**WELLS FARGO SECURITIES**

550 South Tryon Street, 5th Floor Charlotte,  
North Carolina 28202

Attn: Liability Management Group

Toll-Free: (866) 309-6316

Collect: (704) 410-4820

[Email: liabilitymanagement@wellsfargo.com](mailto:liabilitymanagement@wellsfargo.com)

**IRS FORM W-9**

See attached