



**LETTER OF TRANSMITTAL**

**with Respect to The ADT Security Corporation's Offer to Purchase for Cash Any and  
All Outstanding  
5.250% Senior Notes due 2020  
(CUSIP/ISIN Nos. 00101JAM8, US00101JAM80)**

**Pursuant to  
the Offer to Purchase dated September 12, 2019**

**THE OFFER (AS DEFINED BELOW) FOR THE NOTES (AS DEFINED BELOW) WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF SEPTEMBER 19, 2019, UNLESS EXTENDED OR EARLIER TERMINATED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE "EXPIRATION TIME"). HOLDERS MUST TENDER ITS NOTES AT OR PRIOR TO THE EXPIRATION TIME IN ORDER TO RECEIVE THE TENDER CONSIDERATION (AS DEFINED BELOW). TENDERED NOTES MAY BE WITHDRAWN PRIOR TO THE EXPIRATION TIME (OR, IF THE INITIAL EXPIRATION TIME IS EXTENDED, THE EARLIER OF THE EXPIRATION TIME AND TEN BUSINESS DAYS AFTER THE DATE OF THIS LETTER OF TRANSMITTAL), BUT NOT THEREAFTER, OTHER THAN AS REQUIRED BY APPLICABLE LAW.**

*The Tender Agent and Information Agent for the Offer is:*

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

*By Registered or Certified Mail, Overnight Courier or Hand:*

48 Wall St., 22nd Floor  
New York, New York 10005  
Email: [adt@dfking.com](mailto:adt@dfking.com)

*By Facsimile (For Eligible Institutions only):*

(212) 709-3328  
Attn: Andrew Beck  
Confirm by telephone:  
(212) 269-5552

Banks and Brokers Call Collect: (212) 269-5550  
All Others, Call Toll Free: (866) 796-6898

All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Offer to Purchase of the Offeror, dated September 12, 2019 (as the same may be amended from time to time, the “**Offer to Purchase**”). To the extent there are any conflicts between the terms and conditions of this Letter of Transmittal (this “**Letter of Transmittal**”) and the terms and conditions of the Offer to Purchase, the terms and conditions of the Offer to Purchase shall control.

**Delivery of this Letter of Transmittal to an address, or transmission via facsimile to a number, other than as set forth above, will not constitute a valid tender of the 5.250% Senior Notes due 2020 (the “Notes”). The method of delivery of this Letter of Transmittal, the Notes, the Notice of Guaranteed Delivery and all other required documents to the Depositary, including delivery through DTC and any acceptance of agent’s message delivery through DTC’s Automated Tender Offer Program (“ATOP”), is at the election and risk of Holders. The instructions contained herein and in the Offer to Purchase and Notice of Guaranteed Deliver should be read carefully before this Letter of Transmittal is completed and signed.**

Holders who wish to be eligible to receive the Tender Consideration pursuant to the Offer must validly tender their Notes to the Tender Agent at or prior to the Expiration Time. Holders who wish to be eligible to receive the Tender Consideration pursuant to the Offer must validly tender their Notes and not withdraw such tender prior to the Expiration Date (unless they re-tender their Notes prior to the Expiration Date). The Final Settlement Date for all Notes that are validly tendered at or prior to the Expiration Time, and accepted by the Offeror for purchase in the Offer will be promptly after the Expiration Time, and is expected to be on or about September 23, 2019. The Guaranteed Payment Date in respect of accepted Notes that are delivered pursuant to the Guaranteed Delivery Procedure described in the Offer to Purchase, is expected to occur on September 25, 2019.

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

This Letter of Transmittal is to be used by Holders if: (i) certificates representing Notes are to be physically delivered to the Tender Agent by such Holders; (ii) tender of Notes is to be made by book-entry transfer to the Tender Agent's account at The Depository Trust Company ("**DTC**" or the "**Book-Entry Transfer Facility**") pursuant to the procedures set forth in the Offer to Purchase under the caption "Procedures for Tendering Notes—Book-Entry Transfer" by any financial institution that is a participant in DTC and whose name appears on a security listing position as the owner of Notes; (iii) certificates representing Notes are to be delivered pursuant to a Notice of Guaranteed Delivery, in which case the Notice of Guaranteed Delivery must be delivered by the Holders to the Depository together with this Letter of Transmittal; or (iv), in all cases, instructions are not being transmitted through the ATOP.

Delivery of documents to the Book-Entry Transfer Facility in accordance with such Book-Entry Transfer Facility's procedures does not constitute delivery to the Tender Agent.

To properly complete this Letter of Transmittal, a Holder must:

- complete the box entitled "Description of Notes Tendered";
- complete the section entitled "Method of Delivery";
- sign this Letter of Transmittal by completing the box entitled "Please Sign Here";
- if appropriate, check and complete the boxes relating to the "Special Payment Instructions" and "Special Delivery Instructions"; and
- complete the IRS Form W-9 or the appropriate IRS Form W-8.

Holders of Notes 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 should 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 conditions of the Offer as to execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message.

Holders having Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to accept the Offer with respect to the Notes so registered and inform such person to accept the Offer pursuant to the terms and conditions of the Offer.

**The Offer is not being made to, nor will tenders of Notes be accepted from or on behalf of, Holders in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the laws of such jurisdiction.**

Your bank or broker can assist you in completing this form. Questions and requests for assistance may be directed to the Dealer Manager, whose address and telephone number appear on the last page of this Letter of Transmittal. For additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other required documents, contact the Information Agent whose address and telephone numbers appear on the last page of this Letter of Transmittal. See Instruction 11 below.

**THE OFFER TO PURCHASE, THIS LETTER OF TRANSMITTAL, THE NOTICE OF GUARANTEED DELIVERY AND THE RELATED DOCUMENTS DO NOT CONSTITUTE AN OFFER TO BUY OR THE SOLICITATION OF AN OFFER TO SELL NOTES IN ANY JURISDICTION IN WHICH THAT OFFER OR SOLICITATION IS UNLAWFUL. IN THOSE JURISDICTIONS WHERE THE SECURITIES, BLUE SKY OR OTHER LAWS REQUIRE THE TENDER OFFER TO BE MADE BY A LICENSED BROKER OR DEALER, THE TENDER OFFER WILL BE DEEMED TO BE MADE ON OUR BEHALF BY THE DEALER MANAGER OR ONE OR MORE REGISTERED BROKERS OR DEALERS LICENSED UNDER THE LAWS OF THAT JURISDICTION. NEITHER THE DELIVERY OF THE OFFER TO PURCHASE NOR ANY PURCHASE OF NOTES WILL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN OUR OR OUR AFFILIATES' AFFAIRS SINCE THE DATE HEREOF, OR THAT THE INFORMATION INCLUDED OR INCORPORATED BY REFERENCE HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THEREOF, RESPECTIVELY.**

#### **METHOD OF DELIVERY**

- ☐ **Check here if physical certificates for tendered Notes are being delivered herewith.**
- ☐ **Check here if tendered Notes are being delivered by book-entry transfer made to the account maintained by the Tender Agent with the book-entry transfer facility, and complete the following:**

Name of Tendering Institution: \_\_\_\_\_

DTC Account Number: \_\_\_\_\_ Transaction Code Number: \_\_\_\_\_

Name of Registered Holder(s): \_\_\_\_\_

Window Ticket No. (if any): \_\_\_\_\_

If Delivered by Book-Entry Transfer, complete the following: \_\_\_\_\_

DTC Account Number: \_\_\_\_\_ Transaction Code Number: \_\_\_\_\_

Date Sent: \_\_\_\_\_

- ☐ **Check here if tendered Notes are being delivered pursuant to a Notice of Guaranteed Delivery that was previously sent to the Depository. If so, complete the following:**

Name(s) of Tendering Holder(s): \_\_\_\_\_

Date of Execution of Notice of Guaranteed Delivery: \_\_\_\_\_

Name of Institution that Guaranteed Delivery: \_\_\_\_\_

List below the Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, list the certificate numbers and principal amounts on a separately signed schedule and affix the schedule to this Letter of Transmittal. Tender of Notes will be accepted only in minimum principal amount of \$2,000 and integral multiples of \$1,000 in excess thereof.

<b>DESCRIPTION OF NOTES TENDERED</b>			
<b>Name(s) and Address(es) of Holder(s) (Please fill in, if blank)</b>	<b>Certificate Number(s)*</b>	<b>Aggregate Principal Amount Represented**</b>	<b>Principal Amount Tendered</b>
	Total Principal Amount of Notes	\$	\$
<p>* Need not be completed by Holders tendering by book-entry transfer or in accordance with DTC's ATOP procedure for transfer (see below).</p> <p>** Unless otherwise indicated in the column labeled "Principal Amount Tendered" and subject to the terms and conditions of the Offer to Purchase, a Holder will be deemed to have tendered with respect to the entire aggregate principal amount represented by the Notes indicated in the column labeled: "Aggregate Principal Amount Represented." See Instruction 3.</p>			

**Note: Signatures Must Be Provided Below**  
**Please Read The Accompanying Instructions Carefully**

Ladies and Gentlemen:

By execution hereof, the undersigned acknowledges receipt of the Offer to Purchase (the “**Offer to Purchase**”), dated September 12, 2019, of The ADT Security Corporation, a Delaware corporation (the “**Offeror**”), and that the Offer to Purchase, the Notice of Guaranteed Delivery, together with this Letter of Transmittal and instructions hereto (collectively, the “**Offer Documents**”), constitute the Offeror’s offer to purchase (the “**Offer**”) any and all of its outstanding Notes, upon the terms and subject to the conditions set forth in the Offer Documents, for an amount in cash set forth in the Offer to Purchase (the “**Tender Consideration**”).

Tenders may be withdrawn only in accordance with the procedures set forth in the Offer to Purchase.

Effective upon the acceptance for purchase of, and payment for, the principal amount of Notes tendered with this Letter of Transmittal, the undersigned hereby sells, assigns and transfers to, or upon the order of, the Offeror, all right, title and interest in and to the Notes that are being tendered hereby. The undersigned hereby irrevocably constitutes and appoints the Tender Agent as 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 power of substitution (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 book-entry account maintained by the Book-Entry Transfer Facility to, or upon the order of, the Offeror, (ii) present such Notes for transfer of ownership on the books of the Offeror or the Trustee, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes.

The undersigned understands that tenders of Notes may be validly withdrawn at any time prior to the Expiration Time (or, if the initial Expiration Time is extended, the earlier of the Expiration Time and ten business days after the date of this Letter of Transmittal), but, subject to limited exceptions, not thereafter. If the Offeror makes a material change in the terms of the Offer, the Offeror will disseminate additional Offer Documents or, if appropriate, cause a press release to be issued setting forth such changes, and will extend the Offer to the extent required by law. If the consideration to be paid in the Offer with respect to the Notes is increased or decreased, the Offer will remain open at least five business days from the date the Offeror first gives notice to Holders, by public announcement or otherwise prior to 10:00 a.m. New York City time on such day, of such increase or decrease. If any other material change to the Offer is made, the Offer will remain open at least three business days from the date the Offeror first gives notice to Holders, by public announcement or otherwise prior to 10:00 a.m. New York City time on such day, of such change. In addition, if, after the Expiration Time, the Offeror (i) reduces the principal amount of Notes subject to the Offer, (ii) reduces the Tender Consideration or (iii) is otherwise required by law to permit withdrawals, then Holders will be permitted to validly withdraw previously tendered Notes within a reasonable period under the circumstances after the date that notice of such reduction or permitted withdrawal is first published or given or sent to Holders by the Offeror. In addition, tenders of Notes may be validly withdrawn if the Offer is terminated without any Notes being purchased thereunder. In the event of termination of the Offer, no Tender Consideration will be paid pursuant to the Offer, and the Notes tendered pursuant to the Offer will be promptly returned to the tendering Holders.

The undersigned understands that tenders of Notes pursuant to any of the procedures described in the Offer Documents and acceptance of tendered Notes by the Offeror for purchase will constitute a binding agreement between the undersigned and the Offeror upon the terms and subject to the conditions of the Offer in effect at the Expiration Time.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Notes tendered hereby, and that when such Notes are accepted for purchase and payment by the Offeror, the Offeror will acquire good title thereto, free and clear of all

liens, restrictions, charges and encumbrances and not be subject to any adverse claim or right with respect thereto. 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.

For purposes of the Offer, the undersigned understands that the Offeror will be deemed to have accepted for purchase Notes validly tendered (or defectively tendered Notes with respect to which the Offeror has waived such defect) and not validly withdrawn as and when the Offeror gives oral or written notice thereof to the Tender Agent.

The undersigned understands that the Offeror shall not be required to accept for payment, purchase or pay for any Notes tendered. Any Notes not accepted for purchase will be returned promptly to the undersigned at the address set forth above, unless otherwise indicated herein under “Special Delivery Instructions” below.

The undersigned also understands that the Offeror has the right to extend or to terminate the Offer or otherwise amend the Offer in any respect. The Offeror reserves the right to terminate, withdraw or amend either Offer independently of the other Offer at any time and from time to time, as described in the Offer to Purchase.

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

The undersigned understands 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 Agent, until receipt by the Tender Agent of this Letter of Transmittal, or a manually signed facsimile hereof, properly completed and duly executed, with any required signature guarantees, together with all accompanying evidences of authority and any other required documents in a form satisfactory to the Offeror. All questions as to form of all documents, the validity (including time of receipt), acceptance of tenders and withdrawals of Notes will be determined by the Offeror, in its sole discretion, which determination shall be final and binding.

Unless otherwise indicated herein under “Special Payment Instructions,” the undersigned hereby requests that any Notes representing principal amount not tendered or not accepted for purchase be issued in the name(s) of the undersigned (and in the case of Notes delivered by book-entry transfer, by credit to the account at the Book-Entry Transfer Facility designated above) and checks for payments of the Tender Consideration be issued to the order of the undersigned. Similarly, unless otherwise indicated herein under “Special Delivery Instructions,” the undersigned hereby requests that any Notes representing principal amounts not tendered or not accepted for purchase and checks for payments of the Tender Consideration be delivered to the undersigned at the address(es) shown above. In the event that the “Special Payment Instructions” box or the “Special Delivery Instructions” box is, or both are, completed, the undersigned hereby requests 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) so indicated, as applicable. The undersigned recognizes that the Offeror has no obligation pursuant to the “Special Payment Instructions” box or “Special Delivery Instructions” box to transfer any Notes from the name of the registered Holder(s) thereof if the Offeror does not accept for purchase any of the principal amount of such Notes so tendered.

**PLEASE SIGN HERE**

**(To Be Completed by All Tendering Holders of Notes  
Regardless of Whether Notes Are Being Physically Delivered Herewith)**

This Letter of Transmittal must be signed by the Holder(s) of Notes exactly as their name(s) appear(s) on certificate(s) for Notes or, if delivered by a participant in the Book-Entry Transfer Facility, exactly as such participant's name appears on a security position listing as the owner of Notes, or by person(s) authorized to become Holder(s) by endorsements and documents transmitted with this Letter of Transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title on the line entitled "Capacity" and submit evidence satisfactory to the Offeror of such person's authority to so act. See Instruction 4 below.

If the signature appearing below is not of the record holder(s) of the Notes, then the record holder(s) must sign a valid bond power.

X \_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_  
**Signature(s) of Registered Holder(s) or Authorized Signatory**

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

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

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

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

Area Code and Telephone No.: \_\_\_\_\_  
PLEASE COMPLETE FORM W-9 HEREIN

**MEDALLION SIGNATURE GUARANTEE (See Instruction 4 below)  
Certain Signatures Must Be Guaranteed by an Eligible Institution**

\_\_\_\_\_  
**(Name of Eligible Institution Guaranteeing Signatures)**

\_\_\_\_\_  
**(Address (including zip code) and Telephone Numbers (including area code) of Firm)**

\_\_\_\_\_  
**(Authorized Signature)**

\_\_\_\_\_  
**(Printed Name)**

\_\_\_\_\_  
**(Title)**

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



**SPECIAL PAYMENT INSTRUCTIONS**  
(See Instructions 3, 4, 5, and 7)

To be completed ONLY if certificates for Notes in a principal amount not tendered or not accepted for purchase are to be issued in the name of, or checks for the Tender Consideration are to be issued to the order of, someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal or to an address different from that shown in the box entitled "Description of Notes Tendered" above or if Notes tendered by book-entry transfer that are not accepted for purchase are to be credited to an account maintained at the Book-Entry Transfer Facility other than the one designated above.

Issue: ☐ Tender Consideration Checks

☐ Certificate(s)

to:

Name \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Zip Code)

**(Tax Identification or Social Security Number) (Also Provide Form W-9 or the Appropriate Form W-8)**

☐ Credit Notes not purchased by book-entry transfer to the Book-Entry Transfer Facility account set forth below:

DTC Account Number: \_\_\_\_\_

Number of Account Party: \_\_\_\_\_

**SPECIAL DELIVERY INSTRUCTIONS**  
(See Instructions 3, 4, 5, and 7)

To be completed ONLY if certificates for Notes in a principal amount not tendered or not accepted for purchase, or checks for the Tender Consideration are to be delivered to someone other than the person(s) whose signature(s) appear(s) within this Letter of Transmittal or to an address different from that shown in the box entitled "Description of Notes Tendered" above.

Issue: ☐ Tender Consideration Checks

☐ Certificate(s)

to:

Name \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_

(Zip Code)

**(Tax Identification or Social Security Number)**  
**(Also Provide Form W-9 or the Appropriate Form W-8)**

## INSTRUCTIONS

### Forming Part of the Terms and Conditions of the Offer

#### 1. **Delivery of This Letter of Transmittal and Certificates for Notes or Book-Entry Confirmations; Withdrawal of Tenders.**

To tender Notes in the Offer, physical delivery of certificates for Notes or a confirmation of any book-entry transfer into the Tender Agent's account with a Book-Entry Transfer Facility of Notes tendered electronically, as well as a properly completed and duly executed copy or manually signed facsimile of this Letter of Transmittal, or in the case of a book-entry transfer, an Agent's Message, and any other document required by this Letter of Transmittal, must be received by the Tender Agent at the address set forth herein at or prior to the Expiration Time. Tenders of Notes in the Offer may be made prior to the Expiration Time in the manner described in the preceding sentence and otherwise in compliance with this Letter of Transmittal. **The method of delivery of this Letter of Transmittal, certificates for Notes and all other required documents to the Tender Agent, including delivery through DTC and any acceptance of an agent's message transmitted through ATOP, is at the election and risk of the Holder tendering Notes. If such delivery is made by mail, it is suggested that the Holder use properly insured, registered mail with return receipt requested and that sufficient time be allowed to assure timely delivery.** Except as otherwise provided below, the delivery will be made when actually received by the Tender Agent. **This Letter of Transmittal, certificates for the Notes and any other required documents should be sent only to the Tender Agent, not to the Offeror, the Dealer Manager, the Information Agent or DTC.**

Notes tendered pursuant to the Offer may not be withdrawn after the Expiration Time (or, if the initial Expiration Time is extended, the earlier of the Expiration Time and ten business days after the date of this Offer to Purchase) other than as required by applicable law. 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. If the Offeror makes a material change in the terms of the Offer, the Offeror will disseminate additional Offer materials or, if appropriate, issue a press release setting forth such changes, and will extend the Offer, in each case, to the extent required by law. If the consideration to be paid in the Offer with respect to the Notes is increased or decreased, the Offer will remain open at least five business days from the date the Offeror first gives notice to Holders, by public announcement or otherwise prior to 10:00 a.m. New York City time on such day, of such increase or decrease. If any other material change to the Offer is made, the Offer will remain open at least three business days from the date the Offeror first gives notice to Holders, by public announcement or otherwise prior to 10:00 a.m. New York City time on such day, of such change.

In addition, if, after the Expiration Time, the Offeror (i) reduces the principal amount of Notes subject to the Offer, (ii) reduces the Tender Consideration or (iii) is otherwise required by law to permit withdrawals, then Holders will be permitted to validly withdraw previously tendered Notes within a reasonable period under the circumstances after the date that notice of such reduction or permitted withdrawal is first published or given or sent to Holders by the Offeror. Furthermore, tenders of Notes may be validly withdrawn if the Offer is terminated without any Notes being purchased thereunder. In the event of termination of the Offer, the Notes tendered pursuant to the Offer will be promptly returned to the tendering Holders.

The Offeror reserves the right to waive any defects or irregularities or conditions of the Offer (including this Letter of Transmittal and the instructions hereto). Any such determinations by the Offeror shall be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Letters of Transmittal must be cured within such time as the Offeror shall determine. None of the Offeror, the Tender Agent, the Information Agent, the Trustee, the Dealer Manager, any affiliate of them or any other person shall be under any duty to give notification of defects

or irregularities with respect to deliveries of Letters of Transmittal, nor shall any of them incur any liability for failure to give such notification.

## **2. Partial Tenders.**

If less than the entire principal amount of any Notes evidenced by a submitted certificate is tendered, the tendering Holder must fill in the principal amount tendered in the last column of the box entitled "Description of Notes Tendered" herein. The entire principal amount represented by the certificates for all Notes delivered to the Tender Agent will be deemed to have been tendered, unless otherwise indicated. The entire principal amount of all Notes not tendered or not accepted for purchase will be sent (or, if tendered by book-entry transfer, returned by credit to the account at the Book-Entry Transfer Facility designated herein) to the Holder unless otherwise provided in the "Special Payment Instructions" or "Special Delivery Instructions" boxes of this Letter of Transmittal.

## **3. Signatures on This Letter of Transmittal; Bond Powers and Endorsements; Guarantee of Signatures.**

If this Letter of Transmittal is signed by the Holder(s) of the Notes tendered, the signature(s) must correspond to 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 one of the Book-Entry Transfer Facilities whose name is shown 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 the Notes.

**If this Letter of Transmittal is executed by a person or entity who is not the registered Holder, then the registered Holder must sign a valid bond power, with the signature of such registered holder guaranteed by a participant in a recognized medallion signature program (a "Medallion Signature Guarantor").**

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 tendered Notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal and any necessary accompanying documents as there are different names in which certificates are held. For additional copies of this Letter of Transmittal, please contact the Information Agent at the address and telephone number set forth on the back cover of this Letter of Transmittal.

If this Letter of Transmittal or any certificates for Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or other persons acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Offeror of the authority of such persons to act must be submitted with this Letter of Transmittal.

No signature guarantee is required if (i) this Letter of Transmittal is signed by the registered Holder(s) of the Notes tendered herewith (or by a participant in one of the Book-Entry Transfer Facilities whose name appears on a security position listing as the owner of Notes) and payment of the Tender Consideration, is to be paid, or if any Notes for principal amounts not tendered or not accepted for purchase are to be issued, directly to such Holder(s), or if tendered by a participant in one of the Book-Entry Transfer Facilities, any Notes for principal amounts not tendered or not accepted for purchase are to be credited to such participant's account at such Book-Entry Transfer Facility and neither the "Special Payment Instructions" box nor the "Special Delivery Instructions" box of this Letter of Transmittal has been completed or (ii) such Notes are tendered for the account of an Eligible Institution. **In all other cases, all signatures on Letters of Transmittal accompanying the Notes must be guaranteed by a Medallion Signature Guarantor.** In all such other cases (including if this Letter of Transmittal is not signed by the Holder), the Holder must either properly endorse the certificates for Notes tendered or

transmit a separate properly completed bond power with this Letter of Transmittal (in either case, executed exactly as the name(s) of the registered Holder(s) appear(s) on such Notes, and, with respect to a participant in a Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Notes, exactly as the name(s) of the participant(s) appear(s) on such security position listing), with the signature on the endorsement or bond power guaranteed by a Medallion Signature Guarantor, unless such certificates or bond powers are executed by an Eligible Institution.

Endorsements on certificates for Notes, signatures on bond powers provided in accordance with this Instruction 4 by registered Holders not executing this Letter of Transmittal must be guaranteed by a Medallion Signature Guarantor.

#### **4. Special Payment and Special Delivery Instructions.**

Tendering Holders should indicate in the applicable box or boxes the name and address to which Notes for principal amounts not tendered or not accepted for purchase or checks for payment of the Tender Consideration, and unpaid accrued interest are to be sent or issued, if different from the name and address of the Holder signing this Letter of Transmittal. In the case of payment to a different name, the taxpayer identification or social security number of the person named must also be indicated. If no instructions are given, Notes not tendered or not accepted for purchase will be returned, and checks for payment of the Tender Consideration, and unpaid accrued interest will be sent, to the Holder of the Notes tendered.

#### **5. Guaranteed Delivery.**

If a Holder desires to tender Notes pursuant to the Tender Offer and (i) such Holder's Note certificates are not immediately available or cannot be delivered to the Depositary by the Expiration Time, (ii) such Holder cannot comply with the procedure for book-entry transfer by the Expiration Time, or (iii) such Holder cannot deliver the other required documents to the Depositary by the Expiration Time, such Holder may effect a tender of Notes pursuant to a Guaranteed Delivery Procedure, as defined in the Offer to Purchase. Guaranteed deliveries will expire at the close of business on the second business day following the Expiration Time. The payment date for guaranteed delivery is expected to take place on September 25, 2019, the second business day thereafter.

**FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST 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 PAYMENT DATE FOR ALL NOTES ACCEPTED IN THE APPLICABLE TENDER OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE AND IN THE OFFER TO PURCHASE AND UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST ON THE CONSIDERATION BE PAID BY THE OFFEROR AFTER THE PAYMENT DATE BY REASON OF ANY DELAY ON THE PART OF THE GUARANTEED DELIVERY PROCEDURES.**

#### **6. Transfer Taxes.**

The Offeror will pay all transfer taxes applicable to the purchase and transfer of Notes pursuant to the Offer, except if (i) deliveries of certificates for Notes for principal amounts not tendered or not accepted for payment are registered or issued in the name of any person other than the Holder of Notes tendered thereby, (ii) tendered certificates are registered in the name of any person other than the person signing this Letter of Transmittal or (iii) a transfer tax is imposed for any reason other than the transfer and sale of Notes to the Offeror. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be deducted from any payment made to such tendering Holder.

## **7. Irregularities.**

All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders and withdrawals of Notes and deliveries will be determined by the Offeror, in its sole discretion, which determination shall be final and binding. The Offeror reserves the absolute right to reject any and all tenders of Notes that are not in proper form or the acceptance of which would, in the opinion of the Offeror or its counsel, be unlawful. The Offeror also reserves the right to waive any defects, irregularities or conditions of tender as to particular Notes. The Offeror's interpretations of the terms and conditions of the 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 the Offeror determines, unless waived by the Offeror. Tenders of Notes shall not be deemed to have been made until all defects or irregularities have been waived by the Offeror or cured. A defective tender (except to the extent such defect is waived by the Offeror or cured by the Holder) will not constitute a valid tender of Notes and will not entitle the Holder to the Tender Consideration. None of the Offeror, the Tender Agent, the Information Agent, the Trustee, the Dealer Manager, any affiliate of them or any other person will be under any duty to give notice of any defect or irregularity in any tender or withdrawal of any Notes, or incur any liability to Holders for failure to give any such notice.

## **8. Waiver of Conditions.**

The Offeror reserves the right, in its sole discretion, to amend or waive any of the conditions to the Offer.

## **9. Mutilated, Lost, Stolen or Destroyed Certificates for Notes.**

Any Holder whose certificates for Notes have been mutilated, lost, stolen or destroyed should write to or telephone the Trustee at the address or telephone number set forth in the Offer to Purchase under the caption "Procedures for Tendering Notes—Lost or Missing Certificates."

## **10. Requests for Assistance or Additional Copies.**

Requests for additional copies of this Letter of Transmittal, the Offer to Purchase, the Notice of Guaranteed Delivery or the other Offer Documents and requests for assistance relating to the procedure for tendering Notes may be directed to the Information Agent at the address and telephone numbers on the back cover page of this Letter of Transmittal. Requests for assistance relating to the terms and conditions of the Offer may be directed to the Dealer Manager at the address and telephone numbers on the back cover page of this Letter of Transmittal.

## **IMPORTANT TAX INFORMATION**

Payments made to Holders pursuant to the Offer to Purchase may be subject to backup withholding of U.S. federal income tax, currently at the rate of 24%. Certain U.S. Holders, including corporations, are generally not subject to backup withholding and information reporting requirements, provided their exemptions from backup withholding and information reporting are properly established. In order to avoid such backup withholding, each tendering U.S. Holder (or other payee) that does not otherwise establish an exemption, should complete and sign the Internal Revenue Service (“**IRS**”) Form W-9 included with this Letter of Transmittal, certifying that such U.S. Holder is a U.S. person (as defined for U.S. federal income tax purposes), that the taxpayer identification number provided is correct, and that such U.S. Holder is not subject to backup withholding. Failure to provide the correct information on the IRS Form W-9 may subject the tendering U.S. Holder to penalties imposed by the IRS.

A Non-U.S. Holder may qualify as exempt from backup withholding by providing an applicable IRS Form W-8, attesting to such Non-U.S. Holder’s non-U.S. status. Applicable IRS Forms W-8 may be obtained from the Tender Agent or at the IRS website at [www.irs.gov/Forms-&-Pubs](http://www.irs.gov/Forms-&-Pubs).

Failure to complete the IRS Form W-9 or the applicable IRS Form W-8 will not, by itself, cause the Notes to be deemed invalidly tendered, but may require the Issuer to withhold on payments made pursuant to the Offer to Purchase. Backup withholding is not an additional tax. Taxpayers may use amounts withheld as a credit against their U.S. federal income tax liability or may claim a refund of any excess amounts withheld, provided that the required information is timely furnished to the IRS.

# Request for Taxpayer Identification Number and Certification

<sup>a</sup> Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <sup>a</sup> _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) <sup>a</sup>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <sup>a</sup>	Date <sup>a</sup>
-----------	---------------------------------------	-------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a) 11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

*The Tender Agent for the Offer is:*

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

48 Wall Street, 22nd Floor  
New York, NY 10005  
Email: adt@dfking.com

*For information, call:*

Banks and Brokers Call Collect: (212) 269-5550  
All Others, Call Toll Free: (866) 796-6898  
E-mail: adt@dfking.com

---

Requests for additional copies of the Offer to Purchase, this Letter of Transmittal or the Notice of Guaranteed Delivery may be directed to the Information Agent at its telephone numbers and location listed below. You may also contact your broker, dealer, commercial bank, trust company or other nominee for

assistance concerning the Offer.

*The Information Agent for the Offer is:*

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

By Mail, Overnight Courier or Hand Delivery:

48 Wall Street, 22nd Floor  
New York, NY 10005  
Email: adt@dfking.com

Facsimile Transmission:  
(For Eligible Institutions Only)

(212) 709-3328

Attn: Andrew Beck

Confirm Facsimile Transmission by Telephone:  
(212) 269-5552

Banks and Brokers Call Collect: (212) 269-5550  
All Others, Call Toll Free: (866) 796-6898  
E-mail: adt@dfking.com

Any questions regarding the terms of the Offer may be directed to the Dealer Manager at the address and telephone numbers below:

*The Dealer Manager for the Offer is:*

**Deutsche Bank Securities**

60 Wall Street, 2<sup>nd</sup> Floor  
New York, New York 10005  
Attention: Liability Management Group  
Call Collect: (212) 250-7527  
Toll Free: (855) 287-1922