



## OFFER TO PURCHASE FOR CASH

**Any and All of Its Outstanding  
6.875% Senior Notes due 2017 (the “Notes”)  
(CUSIP Number/ISIN: 78469XAC1/US78469XAC11)**

**THE OFFER TO PURCHASE THE NOTES, ON THE TERMS AND SUBJECT TO THE CONDITIONS SET FORTH IN THIS OFFER TO PURCHASE (AS DEFINED BELOW), WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON AUGUST 9, 2016, UNLESS EXTENDED OR EARLIER TERMINATED AS DESCRIBED HEREIN (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE “EXPIRATION TIME”). YOU MUST VALIDLY TENDER YOUR NOTES, OR DELIVER A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY, AT OR PRIOR TO THE EXPIRATION TIME TO BE ELIGIBLE TO RECEIVE THE PURCHASE PRICE (AS DEFINED BELOW). VALIDLY TENDERED NOTES MAY BE VALIDLY WITHDRAWN AT ANY TIME AT OR PRIOR TO THE EXPIRATION TIME, UNLESS EXTENDED OR EARLIER TERMINATED AS DESCRIBED BELOW, BUT NOT THEREAFTER.**

SPX FLOW, Inc. (“SPX FLOW,” the “Company,” “we” or “us”), a Delaware corporation, hereby offers to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, this “Offer to Purchase”) and in the related Letter of Transmittal (as it may be amended or supplemented from time to time, the “Letter of Transmittal”) and the Notice of Guaranteed Delivery (together with this Offer to Purchase and the Letter of Transmittal, the “Offer Documents”), any and all of its outstanding Notes (the “Tender Offer”), at the price per \$1,000 principal amount set forth in the table below (the “Purchase Price”), plus accrued and unpaid interest from the last interest payment date to, but not including, the Payment Date (as defined herein) (“Accrued Interest”).

The Tender Offer is open to all holders (individually, a “Holder,” and collectively, the “Holders”) of the Notes. The consideration for each \$1,000 principal amount of the Notes validly tendered and accepted for purchase pursuant to the Tender Offer will be the Purchase Price.

**This Offer to Purchase, the related Letter of Transmittal and the Notice of Guaranteed Delivery, attached as Appendix A hereto, contain important information that should be read before any decision is made with respect to the Tender Offer. In particular, see “Certain Considerations” beginning on page 14 for a discussion of certain factors you should consider in connection with the Tender Offer.**

The following table sets forth the material pricing terms of the Tender Offer:

<u>Title of Security</u>	<u>CUSIP Number/ISIN</u>	<u>Principal Amount Outstanding</u>	<u>Purchase Price (1)</u>
6.875% Senior Notes due 2017	78469XAC1/ US78469XAC11	\$600,000,000	\$1,061.48

- (1) Per \$1,000 principal amount of Notes validly tendered and accepted for purchase and excluding Accrued Interest. Holder will receive in cash an amount equal to accrued and unpaid interest from the last interest payment date to, but not including, the Payment Date, in addition to the Purchase Price.

**NONE OF SPX FLOW, THE INFORMATION AGENT AND TENDER AGENT OR THE  
DEALER MANAGER MAKES ANY RECOMMENDATION AS TO WHETHER A  
HOLDER SHOULD OR SHOULD NOT TENDER NOTES PURSUANT TO THE OFFER.**

**The Dealer Manager for the Tender Offer is:**

**BofA Merrill Lynch**  
August 3, 2016

## IMPORTANT INFORMATION

Merrill Lynch, Pierce, Fenner & Smith Incorporated is acting as dealer manager (the “Dealer Manager”) in connection with the Tender Offer. Questions and requests for assistance or for additional copies of the Offer Documents may be directed to the Dealer Manager or to D.F. King & Co., Inc., which is acting as information agent (the “Information Agent”) and tender agent (the “Tender Agent”) in connection with the Tender Offer, each at their respective addresses and telephone numbers set forth on the last page of this Offer to Purchase.

The Offer Documents contain important information that should be read carefully before any decision is made with respect to the Tender Offer. If you are in any doubt as to the action you should take, we recommend that you seek your own legal or financial advice, including as to any tax considerations, from your stockbroker, bank manager, attorney, solicitor, accountant or other independent financial adviser.

All of the Notes are held in book-entry form through the facilities of The Depository Trust Company (“DTC”).

The Notes are eligible to be held and cleared through DTC. If you desire to tender Notes, you must transfer them to the Tender Agent by completing the Letter of Transmittal and delivering it to the Tender Agent in accordance with the procedures described in “The Tender Offer—Procedures for Tendering Notes—Procedures for Tendering the Notes,” or through DTC’s Automated Tender Offer Program (“ATOP”), for which the Tender Offer for the Notes will be eligible. If you hold Notes through a broker, dealer, commercial bank, trust company or other nominee or custodian, you must contact them if you wish to tender your Notes. See “The Tender Offer—Procedures for Tendering Notes.” If you desire to tender your Notes and (1) your Notes certificates are not immediately available or cannot be delivered to the Tender Agent, (2) you cannot comply with the procedure for book-entry transfer, or (3) you cannot deliver the other required documents to the Tender Agent by the Expiration Time, you must tender your Notes according to the guaranteed delivery procedure described below.

NONE OF SPX FLOW, THE TRUSTEE, THE DEALER MANAGER, THE TENDER AGENT OR THE INFORMATION AGENT MAKES ANY RECOMMENDATION AS TO WHETHER OR NOT HOLDERS SHOULD TENDER THEIR NOTES. EACH HOLDER MUST MAKE ITS OWN DECISION AS TO WHETHER TO TENDER ITS NOTES, AND, IF SO, THE PRINCIPAL AMOUNT TO TENDER. BEFORE MAKING YOUR DECISION, WE URGE YOU TO CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, INCLUDING THE INFORMATION SET FORTH UNDER “CERTAIN CONSIDERATIONS,” AND THE OTHER DOCUMENTS REFERRED TO IN THIS DOCUMENT. SEE “AVAILABLE INFORMATION.”

**THIS OFFER TO PURCHASE DOES NOT CONSTITUTE AN OFFER TO PURCHASE NOTES, AND ANY INSTRUCTIONS RELATING TO THE TENDER OFFER WILL NOT BE ACCEPTED FROM, OR ON BEHALF OF, HOLDERS OF NOTES, IN ANY JURISDICTION IN WHICH, OR TO OR FROM ANY PERSON TO OR FROM WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER UNDER THE LAWS OR REGULATIONS OF SUCH JURISDICTION, INCLUDING APPLICABLE SECURITIES LAWS. WE ARE OFFERING TO PURCHASE THE NOTES ONLY UNDER CIRCUMSTANCES AND IN JURISDICTIONS WHERE IT IS LAWFUL TO DO SO. THIS OFFER TO PURCHASE DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OR OTHER FINANCIAL INSTRUMENTS THAT MAY BE ISSUED OR OTHERWISE INCURRED IN CONNECTION WITH THE DEBT FINANCING (AS DEFINED BELOW).**

**THE OFFER DOCUMENTS HAVE NOT BEEN FILED WITH OR REVIEWED BY ANY FEDERAL, STATE OR FOREIGN SECURITIES COMMISSION OR REGULATORY AUTHORITY, NOR HAS ANY SUCH COMMISSION OR AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFER DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE.**

The Offer Documents and any other documents or materials relating to the Tender Offer are for distribution only to persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “Financial Promotion Order”), (ii) are persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations, etc.”) of the Financial Promotion Order, (iii) are outside the United Kingdom, (iv) are members or creditors of SPX FLOW or other persons falling within Article 43 of the Financial Promotion Order, or (v) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as “relevant persons”). The Offer Documents and any other documents or materials relating to the Tender Offer are directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which these documents relate is available only to relevant persons and will be engaged in only with relevant persons.

We are responsible only for the information contained in the Offer Documents. We have not authorized anyone to provide you with any other information or to make any representation other than as contained in the Offer Documents, and neither we, the Dealer Manager, the Information Agent, the Tender Agent or any of our or their affiliates or respective agents take any responsibility for any other information that others may give you. None of the Dealer Manager, the Information Agent, the Tender Agent or their respective directors, employees or affiliates assumes any responsibility for the accuracy or completeness of the information concerning the Tender Offer or SPX FLOW or any of our affiliates or for any failure by us to disclose events that may have occurred and may affect the significance or accuracy of the information contained in this Offer to Purchase.

U.S. Bank National Association, as trustee for the Notes (the “Trustee”), has not reviewed or approved this Offer to Purchase or the terms of the Tender Offer.

The information contained in the Offer Documents is accurate only as of the date on the front of those documents, regardless of the time of delivery of those documents or of any purchase of the Notes. Neither the delivery of this Offer to Purchase nor any purchase of Notes pursuant to the Tender Offer shall, under any circumstances, create any implication that the information contained in this Offer to Purchase is current as of any time subsequent to the date of such information or that there has been no change in the information set out in it or in the affairs of SPX FLOW since the date of this Offer to Purchase.

From time to time following completion or termination of the Tender Offer, we and our affiliates may acquire Notes that are not purchased in the Tender Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we or they may determine, which may be more or less than the price to be paid pursuant to the Tender Offer and could be for cash or other consideration. Alternatively, we may, subject to certain conditions, redeem any or all of the Notes not purchased pursuant to the Tender Offer at any time that we are permitted to do so under the indenture governing the Notes. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we may choose to pursue in the future.

If you have sold or otherwise transferred all of your Notes, you should forward this document to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee.

Holders of Notes who do not participate in the Tender Offer, or whose Notes are not accepted for purchase by SPX FLOW, will continue to hold their Notes subject to their terms and conditions. See “Certain Considerations—Treatment of Notes Not Tendered in the Tender Offer.”

In the Offer Documents, we may refer to Notes that have been validly tendered and not validly withdrawn as having been “validly tendered.”

Unless the context otherwise requires, references in this Offer to Purchase to holders of Notes include:

- (i) each person who is shown in the records of DTC as a holder of any Notes (a “Direct Participant”);
- (ii) any broker, dealer, commercial bank, trust company or other nominee or custodian who holds Notes (each an “intermediary”); and
- (iii) each beneficial owner of Notes holding such Notes, directly or indirectly, in account, or through the accounts of an intermediary, in the name of a Direct Participant acting on the beneficial owner’s behalf,

except that for the purposes of the purchase of any Notes and the payment of any cash representing the Purchase Price or Accrued Interest, as the case may be, to the extent the beneficial owner of the relevant Notes is not a Direct Participant, such payment will be made only to the relevant Direct Participant, and the making of such payment to DTC and by DTC to the relevant Direct Participant will satisfy any obligations of SPX FLOW, the Tender Agent and DTC in respect of such Notes.

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## **AVAILABLE INFORMATION**

SPX FLOW is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and files with the Securities and Exchange Commission (the “SEC”) the proxy statements, Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, as required of a U.S. publicly listed company. You may read and copy any documents filed by us at the SEC’s public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our filings with the SEC are also available to the public through the SEC’s Internet site at <http://www.sec.gov>.

Copies of the materials referred to above, as well as copies of any current amendment or supplement to this Offer to Purchase, may also be obtained from the Information Agent at its address or telephone number set forth on the last page of this Offer to Purchase.

## **DOCUMENTS INCORPORATED BY REFERENCE**

The SEC allows us to “incorporate by reference” the information we file with them, which means that we can disclose important information to you by referring to documents we have previously filed with the SEC. The information incorporated by reference is considered to be part of this offer to purchase, and information that we file later with the SEC will automatically update and supersede this information, as applicable. Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this offer to purchase to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this offer to purchase. Except as otherwise noted, we incorporate by reference the documents listed below and any future documents filed with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act until the closing of the offering of the notes contemplated hereby. We are not, however, incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed “filed” with the SEC or any information furnished pursuant to Item 2.02 or 7.01 of Form 8-K or certain exhibits furnished pursuant to Item 9.01 of Form 8-K.

- (1) Our Annual Report on Form 10-K for the fiscal year ended December 31, 2015;
- (2) Our Quarterly Reports on Form 10-Q for the quarters ended April 2, 2016 and July 2, 2016;
- (3) Our Current Report on Form 8-K filed January 8, 2016;
- (4) Our Current Report on Form 8-K filed February 10, 2016;
- (5) Our Current Report on Form 8-K filed March 7, 2016;
- (6) Our Current Report on Form 8-K filed May 17, 2016;
- (7) Our Current Report on Form 8-K filed July 12, 2016;
- (8) Our Current Report on Form 8-K filed August 3, 2016, reflecting recasted segment results and corporate expense in our Annual Report on Form 10-K for the years ended December 31, 2015, 2014 and 2013; and

- (9) The information included in “Corporate Governance—Related-Party Transactions,” “Director Compensation,” “Executive Compensation” and “Equity Compensation Plan Information” in our Definitive Proxy Statement filed on March 29, 2016.



## **CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

Some of the statements in this document and any documents incorporated by reference herein, including any statements as to operational and financial projections, constitute “forward-looking statements” within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). These statements relate to future events or our future financial performance and involve known and unknown risks, uncertainties and other factors that may cause our businesses’ or our industries’ actual results, levels of activity, performance or achievements to be materially different from those expressed or implied by any forward-looking statements. Such statements may address our plans, our strategies, our prospects, or changes and trends in our business and the markets in which we operate under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations” (“MD&A”) included in our Quarterly Reports on Form 10-Q for the quarters ended July 2, 2016 and April 2, 2016 and our Annual Report on Form 10-K for the year ended December 31, 2015 (our “Annual Report”), each incorporated by reference into this document. In some cases, you can identify forward-looking statements by terminology such as “may,” “could,” “would,” “should,” “expect,” “plan,” “anticipate,” “intend,” “believe,” “estimate,” “predict,” “project,” “potential” or “continue” or the negative of those terms or similar expressions. Particular risks facing us include business, internal operations, legal and regulatory risks, costs of raw materials, pricing pressures, pension funding requirements, integration of acquisitions and changes in the economy. These statements are only predictions. Actual events or results may differ materially because of market conditions in our industries or other factors, and forward-looking statements should not be relied upon as a prediction of actual results. In addition, management’s estimates of future operating results are based on our current complement of businesses, which is subject to change as management selects strategic markets.

All the forward-looking statements in this document are qualified in their entirety by reference to the factors discussed in our Annual Report under the heading “Risk Factors” and in any documents incorporated by reference herein that describe risks and factors that could cause results to differ materially from those projected in these forward-looking statements. We caution you that these risk factors may not be exhaustive. We operate in a continually changing business environment and intend to frequently enter into new businesses and product lines. We cannot predict these new risk factors, and we cannot assess the impact, if any, of these new risk factors on our businesses or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those projected in any forward-looking statements. Accordingly, you should not rely on forward-looking statements as a prediction of actual results. We undertake no obligation to update or publicly revise any forward-looking statements to reflect events or circumstances that arise after the date of this document.

## **THE TENDER OFFER**

### **Terms of the Tender Offer**

We are making the Tender Offer for any and all of the outstanding Notes.

The Tender Offer is conditioned upon certain conditions (as described below under “—Conditions to the Tender Offer”) and we expressly reserve our right, subject to applicable law, to terminate the Tender Offer at any time prior to the Expiration Time. The Tender Offer is not conditioned on any minimum amount of Notes being tendered.

The “Expiration Time” of the Tender Offer will be 5:00 p.m., New York City time, on August 9, 2016, unless extended, and the “Payment Date” will be promptly following the Expiration Time and is expected to be on or about August 10, 2016. Holders must validly tender and not withdraw their Notes on or prior to the Expiration Time in order to receive the Purchase Price and the Accrued Interest, if any.

The Purchase Price and Accrued Interest will be payable in cash promptly after the Expiration Time to those holders whose Notes are accepted for purchase in the Tender Offer.

**Our obligation to pay the Purchase Price, plus any Accrued Interest, is conditioned, among other things, on the satisfaction or waiver of certain conditions set forth in the section titled “—Conditions to the Tender Offer” in this Offer to Purchase. We reserve the right, in our sole and absolute discretion, to waive or modify any one or more of the conditions to the Tender Offer in whole or in part at any time on or prior to the date that any Notes in the Tender Offer are first accepted for purchase. The Tender Offer is not conditioned on any minimum amount of Notes being tendered. We are making the Tender Offer subject to a number of conditions, including the absence of any adverse legal and market developments and the Financing Condition (as defined below). We may waive any condition, including the Financing Condition, in the event it is not satisfied.**

Payment of the Purchase Price and an amount equal to any Accrued Interest for Notes purchased pursuant to the Tender Offer will be made in cash on the Payment Date. See “—Acceptance of Notes for Payment; Accrual of Interest.”

### **Purpose of the Tender Offer**

We are making the Tender Offer to purchase the Notes and reduce or eliminate the amount of outstanding Notes. We will purchase, retire and cancel any Notes that are accepted in the Tender Offer, and such Notes will no longer be our outstanding obligations.

### **Procedures for Tendering Notes**

All of the Notes are held in book-entry form through the facilities of DTC. If you wish to tender your Notes in the Tender Offer, you should follow the applicable instructions below. Notes may be tendered only in the minimum authorized denomination of \$2,000 principal and integral multiples of \$1,000 in excess thereof (“Authorized Denominations”). Holders who tender less than all of their Notes must continue to hold Notes in the Authorized Denominations.

If you hold your Notes through a custodial entity, including a broker, dealer, bank or trust company or other nominee, in order to participate in the Tender Offer, you must instruct that custodial entity to participate on your behalf in accordance with the procedures described below. Please refer to any materials forwarded to you by such custodial entity to determine how you can timely instruct your

custodian to take these actions. You should ask your custodian if you will be charged a fee to tender your Notes through the custodian or nominee.

You must tender your Notes on or prior to the Expiration Time in accordance with the procedures described below and, as applicable, upon the terms and conditions set forth in the Letter of Transmittal.

If you need assistance with respect to the procedures for participating in the Tender Offer, you should contact the Information Agent, at the address and telephone numbers listed on the back cover page of this Offer to Purchase.

If you wish to tender Notes, you should follow the instructions below.

**Only Direct Participants in DTC may tender through DTC.** Each holder of Notes that is not a Direct Participant in DTC must arrange for the Direct Participant through which it holds the Notes to tender the Notes in accordance with the procedures below.

To participate in the Tender Offer for the Notes, a Direct Participant must:

- comply with DTC's ATOP procedures described below; or
- (i) complete and sign and date the Letter of Transmittal, or a facsimile thereof; (ii) have the signature on the Letter of Transmittal guaranteed, if required; and (iii) mail or deliver the Letter of Transmittal or facsimile thereof to the Tender Agent prior to the Expiration Time, as applicable.

In addition, the Tender Agent must receive either:

- a properly transmitted agent's message (as defined below under "—Tendering through DTC's ATOP"); or
- timely confirmation of a book-entry transfer of the tendered Notes into the Tender Agent's applicable DTC account according to the procedure for book-entry transfer described below, together with the Letter of Transmittal (and any other documents required by the Letter of Transmittal).

By taking these actions with respect to the Tender Offer for the Notes, you and any custodial entity which holds your tendered Notes will be deemed to have agreed (i) to the terms and conditions of such Tender Offer as set forth in the Offer Documents and (ii) that we and the Tender Agent may enforce the terms and conditions against you and your custodian.

**Letters of Transmittal should be sent to the Tender Agent and not to us, the Dealer Manager or the Trustee. The Tender Agent will not accept any tender materials other than the Letter of Transmittal (and any document required by the Letter of Transmittal) or the Direct Participant's agent's message.**

*Tendering through DTC's ATOP*

The Tender Agent will establish an account at DTC with respect to the Notes for purposes of the Tender Offer, and any financial institution that is a Direct Participant may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender Agent's account in accordance with DTC's procedures for such transfer.

The Tender Agent and DTC have confirmed that the Notes are eligible for ATOP. To effectively tender Notes, Direct Participants may, in lieu of physically completing and signing the Letter of Transmittal and delivering it to the Tender Agent, electronically transmit their acceptance through ATOP. DTC will then verify the acceptance, execute a book-entry delivery to the Tender Agent's account at DTC and send an agent's message to the Tender Agent for its acceptance. The confirmation of a book-entry transfer into the Tender Agent's account at DTC as described above is referred to herein as a "book-entry confirmation." Delivery of documents to DTC does not constitute delivery to the Tender Agent.

The term "agent's message" means a message transmitted by DTC to, and received by, the Tender Agent and forming a part of the book-entry confirmation, which states that DTC has received an express acknowledgment from the Direct Participant described in such agent's message, stating that such participant has received and agrees to be bound by the terms and conditions of the Tender Offer as set forth in this document and the Letter of Transmittal, and that we may enforce such agreement against such participant.

**If you desire to tender your Notes or use the guaranteed delivery procedures prior to or on the Expiration Time through ATOP, you should note that you must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such date.**

**The Notes may be tendered and accepted for payment only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted.**

#### *Guaranteed Delivery*

If you desire to tender Notes in the Tender Offer and the procedures for book-entry transfer cannot be completed on a timely basis before the Expiration Time, your tender may still be effected if all of the following conditions are met:

- the tender is made by or through DTC;
- a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Company, attached as Appendix A hereto, is received by the Tender Agent, as provided below, before the Expiration Time; and
- a book-entry confirmation, together with an agent's message, are received by the Tender Agent within two trading days after the date of execution of the Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be transmitted in accordance with the usual procedures of DTC and the Tender Agent; provided, however, that if the notice is sent by DTC through electronic means, it must state that DTC has received an express acknowledgment from the Holder on whose behalf the notice is given that the Holder has received and agrees to become bound by the form of the notice to the Tender Agent. If the ATOP procedures are used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, the DTC participant will be bound by the terms of the Tender Offer.

Guaranteed Deliveries may be submitted only in Authorized Denominations.

The Guaranteed Delivery Payment Date will take place on August 12, 2016 (or if the Expiration Time is extended, three business days following the Expiration Time).

**Foreign holders that want to tender using a guaranteed delivery process should contact their brokers, the Company or the Tender Agent.**

FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF SUCH NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN THE CLOSE OF BUSINESS ON AUGUST 11, 2016, WHICH IS TWO BUSINESS DAYS FOLLOWING THE EXPIRATION TIME; PROVIDED, THAT ACCRUED INTEREST WILL CEASE TO ACCRUE ON THE PAYMENT DATE FOR ALL NOTES ACCEPTED IN THE TENDER OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE, AND UNDER NO CIRCUMSTANCES WILL WE PAY ADDITIONAL INTEREST ON THE PURCHASE PRICE AFTER THE PAYMENT DATE BY REASON OF ANY DELAY IN THE GUARANTEED DELIVERY PROCEDURES.

#### *Signature Guarantees*

All signatures on a Letter of Transmittal or a notice of withdrawal, as the case may be, delivered to the Tender Agent with respect to the Notes must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the NYSE Medallion Signature Program or the Stock Exchange Medallion Program (each, a “Medallion Signature Guarantor”) unless the Notes tendered or withdrawn, as the case may be, pursuant thereto are tendered (1) by the Direct Participant whose name appears on a security position listing in DTC as the owner of Notes who has not completed the box entitled Special Payment Instructions or Special Delivery Instructions on the Letter of Transmittal or (2) for the account of a member firm of a registered national securities exchange, a member of Financial Industry Regulatory Authority, Inc. or a commercial bank or trust company having an office or correspondent in the United States. If Notes are registered in the name of a person other than the signer of a Letter of Transmittal or a notice of withdrawal, as the case may be, or if payment is to be made or tendered Notes that are not accepted are to be returned to a person other than the holder, then the signature on the Letter of Transmittal accompanying the tendered Notes must be guaranteed by a Medallion Signature Guarantor.

#### *General Provisions*

The method of delivery of Notes and all other documents or instructions including, without limitation, any agent’s message, Letter of Transmittal or Notice of Guaranteed Delivery, as applicable, is at your risk. A tender of Notes will be deemed to have been received only when the Tender Agent receives (i) a duly completed agent’s message through ATOP, or a properly completed and signed Letter of Transmittal and (ii) confirmation of book-entry transfer of the Notes into the Tender Agent’s applicable DTC account. No alternative, conditional or contingent tenders will be accepted.

All questions as to the form of all documents and the validity and eligibility (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by us, in our sole discretion, which determination shall be final and binding. Alternative, conditional or contingent tenders will not be considered valid. We reserve the absolute right to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in our opinion, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular Notes. A waiver of any defect or irregularity with respect to the tender of one Note shall not constitute a waiver of the same or any other defect or irregularity with respect to the tender of any other Note except to the extent we may otherwise so provide. Our interpretations of the terms and conditions of the Tender Offer, including the instructions in the Letter of Transmittal, will be final and binding on all parties. Tenders of Notes shall not be deemed to have been made until any defects or irregularities have been waived by us or cured within a time period that we will determine. None of SPX FLOW, the Tender Agent, the Trustee, the Dealer Manager or any

other person will be under any duty to give notice of any defects or irregularities in tenders of Notes, or will incur any liability to you for failure to give any such notice.

*Your Representations and Warranties; Our Acceptance Constitutes an Agreement*

A tender of Notes under the procedures described above will constitute your acceptance of the terms and conditions of the Tender Offer. In addition, by instructing your custodian to tender your Notes in the Tender Offer, you are representing, warranting and agreeing that:

- you have received a copy of this Offer to Purchase and the Letter of Transmittal and agree to be bound by all the terms and conditions of the Tender Offer and have undertaken an appropriate analysis of the implications of the Tender Offer without reliance on any of SPX FLOW, the Tender Agent or the Dealer Manager;
- you have full power and authority to tender, sell, assign and transfer your Notes;
- you have assigned and transferred the Notes to the Tender Agent and irrevocably constitute and appoint the Tender Agent as your true and lawful agent and attorney-in-fact to cause your Notes to be tendered in the Tender Offer, that power of attorney being irrevocable and coupled with an interest;
- your Notes are being tendered, and will, when accepted by the Tender Agent, be free and clear of all charges, liens, restrictions, claims, equitable interests and encumbrances, other than the claims of a holder under the express terms of the Tender Offer and when accepted by SPX FLOW for purchase and payment, SPX FLOW will acquire good title thereto;
- all authority conferred or agreed to be conferred pursuant to these representations and warranties and your obligations in relation to such tender of Notes shall be binding upon your successors, assigns, heirs, executors, administrators, trustee in bankruptcy and legal representatives and shall not be affected by your death or incapacity;
- we may amend or terminate the Tender Offer or postpone acceptance for payment of, or the payment for, Notes tendered under the circumstances described in this Offer to Purchase;
- your Notes may be withdrawn only by written notice of withdrawal received by the Tender Agent at any time prior to the Expiration Time, but not thereafter;
- you are not a person to whom it is unlawful to make an invitation to tender pursuant to the Tender Offer under applicable law, and you have observed (and will observe) the laws of all relevant jurisdictions in connection with your tender; and
- you will, upon our request or the request of the Tender Agent, as applicable, execute and deliver any additional documents necessary or desirable to complete the tender of the Notes.

Any custodial entity that holds your validly tendered Notes, by delivering, or causing to be delivered, the Notes and the completed agent's message or Letter of Transmittal, as applicable, to the Tender Agent is representing and warranting that you, as owner of the Notes, have represented, warranted and agreed to each of the above.

Tenders of Notes pursuant to the procedures described above, and acceptance thereof by us, will constitute a binding agreement between you and us upon the terms and subject to the conditions of the Tender Offer described in the Offer Documents, which agreement will be governed by the laws of the State of New York. By submitting any agent's message or Letter of Transmittal, the relevant holder will irrevocably and unconditionally agree for the benefit of SPX FLOW, the Dealer Manager and the Tender Agent that the courts of New York are to have nonexclusive jurisdiction to settle any disputes that may arise out of or in connection with the Tender Offer and that, accordingly, any suit, action or proceeding arising out of or in connection with the foregoing may be brought in such courts.

By tendering Notes pursuant to the Tender Offer, you will be deemed to have agreed 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 the items listed above together with all accompanying evidences of authority and any other required documents in form satisfactory to us. In all cases, you should allow sufficient time to assure delivery to the Tender Agent on or prior to the Expiration Time.

By tendering Notes pursuant to the Tender Offer, you will be deemed to have made the representations and warranties set forth herein and in the Letter of Transmittal, as applicable, including that you are not a person to whom it is unlawful to make an invitation to tender under applicable law, and you have observed (and will observe) the laws of all relevant jurisdictions in connection with your tender, that you have full power and authority to tender, sell, exchange, assign and transfer the Notes tendered thereby, and that, when such Notes are accepted for exchange by us, we will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. You will also be deemed to have agreed to, upon request, execute and deliver any additional documents deemed by the Tender Agent or by us to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered thereby and that all authority conferred or agreed to be conferred pursuant to those representations and warranties and your obligations in relation to such tender of Notes shall be binding upon your successors, assigns, heirs, executors, administrators, trustee in bankruptcy and legal representatives and shall not be affected by your death or incapacity.

#### *Backup Withholding and Information Reporting*

For a summary of backup withholding and information reporting rules applicable to tendering holders, see "Certain U.S. Federal Income Tax Considerations."

#### **Withdrawal of Tenders**

Notes tendered pursuant to the Tender Offer may be withdrawn (i) at or prior to the earlier of (x) the Expiration Time and (y) in the event that the Tender Offer is extended, the tenth business day after commencement of the Tender Offer, and (ii) after the 60th business day after commencement of the Tender Offer if for any reason the Tender Offer has not been consummated within 60 business days after commencement. Tendered Notes may only be withdrawn in Authorized Denominations, and Notes that remain tendered must be in Authorized Denominations.

For a withdrawal of Notes to be effective, the Tender Agent must timely receive, prior to the Expiration Time, either an agent's message or a written or faxed notice of withdrawal specifying the name of the tendering holder, a description of the Notes to be withdrawn, the amount of such Notes to be withdrawn and the number of the account at DTC to be credited with the withdrawn Notes and you must otherwise comply with DTC procedures. Any "notice of withdrawal" must 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 evidence sufficient to the Tender Agent that the person withdrawing the tender has succeeded to the beneficial ownership of the

Notes being withdrawn. If the Notes to be withdrawn have been delivered or otherwise identified to the Tender Agent, an agent's message or a signed notice of withdrawal is effective immediately upon receipt by the Tender Agent of the agent's message or written or faxed notice of such withdrawal even if re-transfer by DTC book-entry is not immediately effected.

If you tendered your Notes through a custodial entity and wish to withdraw your Notes, you will need to make arrangements for withdrawal with your custodian or nominee. Your ability to withdraw the tender of your Notes will depend upon the terms of the arrangements you have made with your custodian or nominee and, if your custodian or nominee is not the Direct Participant tendering those Notes, the arrangements between your custodian and such Direct Participant, including any arrangements involving intermediaries between your custodian and such Direct Participant.

Holders may not rescind their withdrawal of tenders of Notes, and any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer. Properly withdrawn Notes may, however, be re-tendered by following one of the procedures described under “—Procedures for Tendering Notes” at any time on or prior to the Expiration Time.

Holders can withdraw the tender of their Notes only in accordance with the foregoing procedures. All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by us, in our sole and absolute discretion, which shall be final and binding. None of SPX FLOW, the Tender Agent, the Trustee, the Dealer Manager or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or incur any liability for failure to give any such notification.

If we are delayed in our acceptance for purchase of, or payment for, any Notes or are unable to accept for purchase or pay for Notes pursuant to the Tender Offer for any reason, then, without prejudice to our rights hereunder, tendered Notes may be retained by the Tender Agent on our behalf and may not be validly withdrawn (subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return the Notes deposited by or on behalf of the holders promptly after the termination or withdrawal of the Tender Offer).

### **Conditions to the Tender Offer**

The Tender Offer is not contingent upon the tender of any minimum principal amount of Notes. Notwithstanding any other term of the Tender Offer, and in addition to (and not in limitation of) our right to extend and amend the Tender Offer at any time, in our sole and absolute discretion, we will not be required to accept for payment or, subject to applicable rules and regulations of the SEC including Rule 14e-1(c) under the Exchange Act, pay for, and may delay the acceptance for payment of, or subject to the restriction referred to above, the payment for, any tendered Notes, and we may terminate the Tender Offer as provided in this Offer to Purchase before the acceptance of such Notes, unless each of the following conditions is satisfied or waived prior to the Expiration Time.

#### ***Financing Condition***

Our obligation to accept for purchase and to pay for Notes validly tendered pursuant to the Tender Offer is subject to the receipt of net proceeds from the proposed concurrent debt financing on terms and conditions satisfactory to us, in our sole discretion and subject to applicable law (the “Debt Financing”), in an amount that is sufficient, together with borrowings under our domestic revolving credit facility, to effect the repurchase of the Notes validly tendered and accepted for purchase pursuant to the Tender Offer, including the payment of any premiums, Accrued Interest and costs and expenses incurred in connection therewith (the “Financing Condition”). We may, in our sole discretion, waive the Financing Condition.



This Offer to Purchase is not an offer to sell and is not soliciting any offers to buy any debt securities in connection with the Offer or otherwise. Any offering of debt securities by the Company will be made only by means of a separate offering document.

***General Conditions and Events***

Each of the following conditions shall have been satisfied or waived prior to the Expiration Time:

- there shall not have been any change or development that in our reasonable judgment materially reduces the anticipated benefits to us of the Tender Offer or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise) or prospects;
- there shall not have been instituted or threatened in writing any action, proceeding or investigation by or before any governmental authority, including any court, governmental, regulatory or administrative branch or agency, tribunal or instrumentality, that relates in any manner to the Tender Offer and that in our reasonable judgment makes it advisable to us to terminate the Tender Offer;
- the Trustee shall not have objected in any respect to or taken any action that could, in our reasonable discretion, adversely affect the consummation of the Tender Offer or shall have taken any action that challenges the validity or effectiveness of the procedures used by us in the making of the Tender Offer or the acceptance of, or payment for, the Notes;
- we shall have obtained all governmental approvals and third-party consents which we, in our reasonable judgment, consider necessary for the completion of the Tender Offer as contemplated by this Offer to Purchase and all such approvals or consents shall remain in effect; and
- there shall not have occurred:
  - any general suspension of or limitation on prices for trading in securities in the United States securities or financial markets;
  - any significant changes in the prices for the Notes or a material impairment in the trading market for debt securities generally;
  - any disruption in the trading of our common stock;
  - any significant adverse change in the United States currency exchange rates or securities or financial markets generally or, in the case of any of the foregoing existing on the date hereof, a material acceleration, escalation or worsening thereof;
  - a declaration of a banking moratorium or any suspension of payments with respect to banks in the United States; or
  - a commencement or significant worsening of a war or armed hostilities or other national or international calamity, including but not limited to, catastrophic terrorist attacks against the United States or its citizens.

We expressly reserve the right to amend or terminate the Tender Offer and to reject the tender of any Notes not previously accepted for tender, if any of the conditions to the Tender Offer specified above are not satisfied. In addition, we expressly reserve the right, at any time or at various times prior to the Expiration Time, to waive any conditions to the Tender Offer, in whole or in part. We will give oral or written notice (with any oral notice to be promptly confirmed in writing) of any amendment, non-acceptance, termination or waiver to the Tender Agent as promptly as practicable, followed by a timely press release and the filing of a Current Report on Form 8-K of the Company with the SEC.

The conditions listed above are for our sole benefit and we may assert them regardless of the circumstances giving rise to any of these conditions. We may waive these conditions, in our sole discretion, in whole or in part, at any time and from time to time. A failure on our part to exercise any of the above rights shall not constitute a waiver of that right, and that right shall be considered an ongoing right which we may assert at any time and from time to time.

### **Additional Purchases of Notes**

We may redeem the Notes at any time prior to maturity pursuant to their terms. Subject to the completion of the Debt Financing, we intend, but are not obligated, to redeem any and all Notes that remain outstanding after completion of the Tender Offer. Alternatively, we reserve the right, in our absolute discretion, to purchase or make offers to purchase Notes that remain outstanding subsequent to the Expiration Time, if any, and, to the extent permitted by applicable law, and subject to market conditions, to purchase Notes in the open market, in privately negotiated transactions, in exchange or tender offers, or otherwise. Any such redemption or purchase may result in holders of Notes receiving compensation that is higher or lower than the Purchase Price. No purchase or offer to purchase Notes will be made except in accordance with applicable law.

### **Acceptance of Notes for Payment; Accrual of Interest**

***Acceptance of Notes for Payment.*** Upon the terms and subject to the conditions of the Tender Offer (including if the Tender Offer is extended or amended, the terms and conditions of any such extension or amendment) and applicable law, we will accept for payment, and thereby purchase, all Notes validly tendered on or prior to the Expiration Time.

We will be deemed to have accepted for payment pursuant to the Tender Offer, and thereby to have purchased, validly tendered Notes pursuant to the Tender Offer if, as and when we give oral or written notice to the Tender Agent of our acceptance of the Notes for purchase pursuant to the Tender Offer. We will announce acceptance for payment of the Notes. We will deposit with the Tender Agent the amount of cash necessary to pay each holder of Notes that are accepted for purchase the Purchase Price plus any Accrued Interest in respect of such Notes. We have no obligation to pay interest by reason of any delay by the Tender Agent or DTC in making payment to holders of Notes, any delay in the guaranteed delivery procedures or otherwise.

We expressly reserve the right, in our sole and absolute discretion and subject to Rule 14e-1(c) under the Exchange Act, to delay acceptance for payment of, or payment for, Notes if any conditions to the Tender Offer are not satisfied. See “—Conditions to the Tender Offer.” In all cases, payment by the Tender Agent to holders of consideration for Notes accepted for purchase pursuant to the Tender Offer will be made only after timely receipt by the Tender Agent of an agent’s message or properly executed Letter of Transmittal and confirmation or a book-entry transfer of such Notes into the Tender Agent’s account at DTC, as set forth under “—Procedures for Tendering Notes.”

If the Tender Offer is terminated or withdrawn, or the Notes subject to the Tender Offer are not accepted for payment, no consideration will be paid or payable to holders of those Notes. If any tendered

Notes are not purchased pursuant to the Tender Offer for any reason, Notes tendered by book-entry transfer will be credited to the account maintained at DTC from which those Notes were delivered promptly following the Expiration Time or termination of the Tender Offer.

We reserve the right to transfer or assign, in whole at any time or in part from time to time, to one or more of our affiliates, the right to purchase Notes validly tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve us of our obligations under the Tender Offer or prejudice the rights of tendering holders to receive consideration pursuant to the Tender Offer.

Tendering holders will not be required to pay brokerage fees or commissions to SPX FLOW, the Tender Agent or any Dealer Manager or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, transfer taxes with respect to our purchase of the Notes pursuant to the Tender Offer. If you hold Notes through a custodial entity, you should consult that entity as to whether it charges any service fees. We will pay certain fees and expenses of the Dealer Manager and the Tender Agent in connection with the Tender Offer. See “—Dealer Manager” and “—Tender Agent and Information Agent.”

***Accrued Interest.*** Holders who validly tender Notes that are accepted for payment will receive Accrued Interest. Accrued Interest will cease to accrue on the Payment Date for all Notes accepted in the Tender Offer, including those tendered through the guaranteed delivery procedures.

Under no circumstances will any additional interest be payable because of any delay by the Tender Agent or DTC in the transmission of funds to the holders of purchased Notes, any delay in the guaranteed delivery procedures or otherwise.

### **Extensions, Amendments and Termination**

We expressly reserve the right (but will not be obligated), in our sole and absolute discretion, at any time or from time to time, on or prior to the Expiration Time, regardless of whether any of the events set forth in “—Conditions to the Tender Offer” above shall have occurred or shall have been determined by us to have occurred, to:

- waive any and all conditions to the Tender Offer;
- extend either of the Expiration Time or the Payment Date with respect to the Tender Offer;
- otherwise amend the Tender Offer in any respect; or
- terminate the Tender Offer at any time, subject to applicable law,

in each case, by giving written notice of such waiver, extension, amendment or termination to the Tender Agent.

If we make a material change in the terms of the Tender Offer or the information concerning the Tender Offer, or waive a material condition of the Tender Offer, we will disseminate additional materials relating to the Tender Offer and extend the Tender Offer to the extent required by law. We will publicly announce any waiver, extension, amendment or termination in the manner described under “—Announcements” below.

There can be no assurance that we will exercise our right to extend, terminate or amend the Tender Offer. Irrespective of any amendment to the Tender Offer, all Notes previously tendered pursuant

to the Tender Offer and not accepted for purchase will remain subject to the Tender Offer and may be accepted thereafter for payment by us, except when such acceptance is prohibited by law.

### **Announcements**

If we are required to make an announcement relating to an extension of the Expiration Time and/or the Payment Date, to a waiver, amendment or termination of the Tender Offer, or to our acceptance for payment of the Notes, we will do so as promptly as practicable, and in the case of an extension of the Expiration Time, no later than 9:00 a.m., New York City time on the next business day after the previously scheduled Expiration Time. Announcements will be published by means of a news release to a U.S. nationally recognized press service and filed with the SEC.

### **Tender Agent and Information Agent**

We have appointed Global Bondholder Services Corporation as Tender Agent and Information Agent in connection with the Tender Offer. Holders should direct questions, requests for assistance and requests for additional copies of this Offer to Purchase, the Letter of Transmittal or the Notice of Guaranteed Delivery to the Information Agent or Tender Agent at its address or telephone number listed on the back cover of this Offer to Purchase. If you are tendering Notes through DTC's ATOP, you do not need to send a Letter of Transmittal to the Tender Agent since confirmation of eligibility will be made through the ATOP instruction process.

Delivery of a Letter of Transmittal to any address or facsimile number other than the applicable one set forth on the back cover of this Offer to Purchase will not constitute a valid delivery.

### **Dealer Manager**

Merrill Lynch, Pierce, Fenner & Smith Incorporated is acting as Dealer Manager in connection with the Tender Offer. The Dealer Manager will perform services customarily provided by investment banking firms acting as Dealer Manager of tender offers of a like nature, including, but not limited to, soliciting tenders of Notes pursuant to the Tender Offer and communicating generally regarding the Tender Offer with banks, brokers, custodians, nominees and other persons, including holders of Notes. We have agreed to indemnify the Dealer Manager against and contribute toward certain liabilities in connection with the Tender Offer, including certain liabilities under federal securities laws. We have also agreed to reimburse the Dealer Manager for its fees and expenses in connection with the Tender Offer (including all reasonable fees and disbursements of its outside counsel).

The Dealer Manager and its affiliates have rendered and may in the future render various investment banking, lending and commercial banking services and other advisory services to us and our subsidiaries, including with respect to the Debt Financing. Certain of these relationships involve transactions that are material to us and our affiliates and for which the Dealer Manager has received or may receive significant fees. The Dealer Manager may from time to time hold or acquire Notes, shares of our common stock and other SPX FLOW securities in its proprietary accounts, and, to the extent it owns or acquire Notes in these accounts at the time of the Tender Offer, the Dealer Manager may tender these Notes. The Dealer Manager may also tender Notes on behalf of other holders of Notes. Subject to applicable law, during the course of the Tender Offer, the Dealer Manager may trade shares of our common stock and other SPX FLOW securities for its own account or for the accounts of their customers. As a result, the Dealer Manager may hold a long or short position in our common stock or other SPX FLOW securities.

With respect to jurisdictions located outside of the United States, the Tender Offer may be conducted through affiliates of the Dealer Manager that are registered or licensed to conduct the Tender

Offer in such jurisdictions. None of the Dealer Manager or its respective directors, employees or affiliates assumes any responsibility for the accuracy or completeness of the information concerning the Tender Offer or SPX FLOW or any of our affiliates contained in this Offer to Purchase or for any failure by SPX FLOW to disclose events that may have occurred and may affect the significance or accuracy of the information contained in this Offer to Purchase.

The Dealer Manager is acting exclusively for SPX FLOW in connection with the arrangements described in this Offer to Purchase and will not be responsible to anyone other than SPX FLOW for providing the protections afforded to customers of the Dealer Manager or for advising any other person in connection with the arrangements described in this Offer to Purchase. In addition, the Dealer Manager will act as an underwriter in connection with the Debt Financing, for which it will receive customary fees.

### **Fees and Expenses**

The expenses of soliciting tenders of the Notes will be borne by us. Tendering holders of Notes will not be required to pay any fee or commission to the Dealer Manager. However, if a tendering holder handles the transaction through its broker, dealer, commercial bank, trust company or other custodial entity, such holder may be required to pay brokerage fees or commissions to that entity.

## **CERTAIN CONSIDERATIONS**

*You should review carefully the considerations described below, as well as the other information contained in this Offer to Purchase and in the related Letter of Transmittal, before deciding whether to tender your Notes in the Tender Offer.*

### **Conditions to the Consummation of the Tender Offer**

The consummation of the Tender Offer is subject to the satisfaction of several conditions, including that we will not be obligated to consummate the Tender Offer if there has been any change or development that in our reasonable judgment materially reduces the anticipated benefits to us of the Tender Offer or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise) or prospects. Even if the Tender Offer is consummated, it may not be completed on the schedule or on the terms and conditions described in this Offer to Purchase. See “The Tender Offer—Conditions to the Tender Offer.” In addition, subject to applicable law, we may terminate the Tender Offer at any time prior to the Expiration Time. There can be no assurance that such conditions will be met, that we will not terminate the Tender Offer, or that, in the event that the Tender Offer is not consummated, the market value and liquidity of the Notes subject to the Tender Offer will not be materially adversely affected.

### **Holders Must Comply with the Offer Restrictions**

Holders are referred to the offer restrictions in “Offer Restrictions” and the acknowledgements, representations, warranties and undertakings in “The Tender Offer—Procedures for Tendering Notes—Your Representations and Warranties; Our Acceptance Constitutes an Agreement,” which holders will be deemed to make on tendering Notes in the Tender Offer. By tendering your Notes, or instructing your custodian to tender your Notes, you are representing and warranting that you are not a person to whom it is unlawful to make an invitation to tender pursuant to the Tender Offer under applicable law, and you have observed (and will continue to observe) all laws of relevant jurisdictions in connection with your tender. Non-compliance with these could result in, among other things, the unwinding of trades and/or heavy penalties.

### **Treatment of Notes Not Tendered in the Tender Offer**

Notes not tendered and purchased in the Tender Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the indenture governing the Notes, will remain unchanged. No amendments to or consents under these documents are being sought.

Although the Notes not purchased in the Tender Offer will remain outstanding following consummation of the Tender Offer, the purchase of Notes in the Tender Offer may result in a smaller trading market for the remaining outstanding principal amount of Notes, which may cause the market for such Notes to be less liquid and more sporadic, and market prices for the Notes may fluctuate significantly depending on the volume of trading in the Notes.

From time to time following completion or termination of the Tender Offer, we may acquire Notes that are not tendered in the Tender Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to the Tender Offer and could be for cash or other consideration. Alternatively, we may, subject to certain conditions, redeem any or all of the Notes not purchased pursuant to the Tender Offer at any time that we are permitted to do so under the

indenture governing the Notes. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we may choose to pursue in the future.

### **Limited Trading Market**

The Notes are not listed on a public securities exchange. Holders are urged to contact their brokers with respect to current information regarding the Notes. To the extent that Notes are tendered and accepted in the Tender Offer, any existing trading market for the remaining Notes may become more limited. Holders of unpurchased Notes may attempt to obtain quotations for the Notes from their brokers; however, there can be no assurance that any trading market will exist for the Notes following consummation of the Tender Offer. The extent of the market for the Notes following consummation of the Tender Offer will depend upon the number of holders remaining at such time, the interest in maintaining a market in such Notes on the part of securities firms and other factors.

We intend to retire and cancel the Notes we purchase in the Tender Offer. A reduced trading volume may decrease the price and increase the volatility of the trading price of the Notes that remain outstanding following the Tender Offer. Consequently, the liquidity, market value and price volatility of Notes that are not held by us may be adversely affected.

### **The Consideration Offered for the Notes Does Not Necessarily Reflect the Fair Value of the Notes**

The consideration offered for the Notes pursuant to the Tender Offer does not reflect any independent valuation of such Notes and does not take into account events or changes in financial markets (including interest rates) after the commencement of the Tender Offer. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Notes. If a holder tenders Notes, such holder may or may not receive more or as much value than if it chose to keep them.

### **Certain Tax Considerations**

See “Certain U.S. Federal Income Tax Considerations” for a discussion of certain U.S. federal income tax matters that should be considered in evaluating the Tender Offer.

## **DEBT FINANCING**

We have commenced the Debt Financing, all or a portion of the net proceeds, together with borrowings under our domestic revolving credit facility, of which will be used (i) to pay all or a portion of the Purchase Price to all Holders of Notes accepted for purchase pursuant to the Tender Offer, plus Accrued Interest and costs and expenses incurred in connection therewith and/or (ii) redeem any outstanding Notes that are not purchased in the Tender Offer. The Debt Financing is expected to be consummated on the business day following the Expiration Time, but the timing of the consummation, if any, of the Debt Financing will depend on market conditions and other factors. There can be no assurance that we will complete timely, or at all, the Debt Financing, which will be subject to the satisfaction of certain customary conditions, and our obligation to accept for purchase and pay for the Notes validly tendered pursuant to the Tender Offer is conditioned upon satisfaction or waiver of the Financing Condition and the other conditions set forth in “The Terms of the Tender Offer—Conditions to the Tender Offer” below. We may, in our sole discretion, waive the Financing Condition.

This Offer to Purchase does not constitute an offer to sell or a solicitation of an offer to buy any securities or other financial instruments which may be issued or otherwise incurred in connection with the Debt Financing.

## **SOURCES AND AMOUNTS OF FUNDS**

We are offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, any and all of the Notes. See “The Tender Offer—Procedures for Tendering Notes.” We intend to use all or a portion of the net proceeds from the Debt Financing and to pay the Purchase Price, Accrued Interest and costs and expenses in connection with the Tender Offer to all Holders of Notes accepted for purchase pursuant to the Tender Offer and to redeem any Notes that are not purchased in the Tender Offer.

## **SUBSEQUENT REDEMPTION OF THE NOTES**

We may redeem the Notes at any time prior to maturity pursuant to their terms. Subject to the completion of the Debt Financing, we intend, but are not obligated, to redeem any and all Notes that remain outstanding after completion of the Tender Offer. Alternatively, we reserve the right, in our absolute discretion, to purchase or make offers to purchase Notes that remain outstanding subsequent to the Expiration Time, if any, and, to the extent permitted by applicable law, and subject to market conditions, to purchase Notes in the open market, in privately negotiated transactions, in exchange or tender offers, or otherwise. Any such redemption or purchase may result in holders of Notes receiving compensation that is higher or lower than the Purchase Price. No purchase or offer to purchase Notes will be made except in accordance with applicable law.



## **CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS**

The following is a general discussion of certain U.S. federal income tax considerations relating to Holders of the Notes with respect to the Tender Offer, but does not purport to be a complete analysis of all the potential tax effects. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or foreign tax laws are not discussed. This discussion is based on the Internal Revenue Code of 1986, as amended (the “Code”), Treasury Regulations promulgated thereunder, judicial decisions and published rulings and administrative pronouncements of the U.S. Internal Revenue Service (“IRS”) in effect as of the date of this Tender Offer. These authorities may change or be subject to differing interpretations. Any such change may be applied retroactively in a manner that could adversely affect a Holder of the Notes. We have not sought and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance that the IRS or a court will not take a contrary position regarding the tax considerations of the Tender Offer.

This discussion is limited to Holders who hold the Notes as “capital assets” within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all U.S. federal income tax consequences relevant to a Holder’s particular circumstances, including the impact of the unearned income Medicare contribution tax. In addition, it does not address considerations relevant to Holders subject to particular rules, including, without limitation:

- banks, insurance companies and other financial institutions;
- U.S. expatriates and former citizens or long-term residents of the United States;
- Holders subject to the alternative minimum tax;
- brokers, dealers or traders in securities;
- partnerships, S corporations or other entities or arrangements treated as partnerships for U.S. federal income tax purposes;
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;
- real estate investment trusts or regulated investment companies;
- “controlled foreign corporations,” “passive foreign investment companies,” and corporations that accumulate earnings to avoid U.S. federal income tax;
- tax-exempt entities or governmental entities;
- persons holding the Notes as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment;
- persons deemed to sell the Notes under the constructive sale provisions of the Code;
- and

- persons who acquired Notes in connection with employment or other performance of services.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holds a Note, the tax treatment of a partner in the partnership generally will depend upon the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships holding Notes and partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax considerations to them.

Moreover, this discussion does not address the consequences to holders of Notes who participate in the Tender Offer and also purchase any notes in the Debt Financing (the “New Notes”). Such holders may be treated as exchanging the Notes for New Notes in a recapitalization in which gain or loss would not be recognized for U.S. federal income tax purposes or subject to the wash sale rules. Such holders should consult their tax advisors.

**This summary is for general information purposes only and is not tax advice. Each Holder (including any Holder that does not tender its Notes) is urged to consult its tax advisor regarding the U.S. federal, state, local and non-U.S. income and other tax considerations of the Tender Offer.**

### **Consequences to Tendering U.S. Holders**

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of a Note who is for U.S. federal income tax purposes:

- (i) an individual who is a citizen or resident of the United States;
- (ii) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia;
- (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- (iv) a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more United States persons (within the meaning of Section 7701(a)(30) of the Code), or (2) has made a valid election under applicable Treasury Regulations to be treated as a United States person.

### *Tender of Notes in the Tender Offer*

The receipt of cash by a U.S. Holder in exchange for a Note pursuant to the Tender Offer will be a taxable transaction for U.S. federal income tax purposes. Subject to the market discount rules, discussed below, a U.S. Holder generally will recognize capital gain or loss in an amount equal to the difference between (1) the amount of cash received (excluding amounts attributable to Accrued Interest, if any, which will be taxable as ordinary interest income to the extent not previously included in the U.S. Holder’s income) and (2) the U.S. Holder’s adjusted tax basis in the tendered Note. A U.S. Holder’s adjusted tax basis in a Note is generally the cost of the Note

to the U.S. Holder, (1) increased, if applicable, by any market discount previously included in such U.S. Holder's income and (2) reduced by any amortizable bond premium that the U.S. Holder has previously amortized. Subject to the market discount rules described below, such capital gain or loss will be long-term capital gain or loss if the U.S. Holder held the Note for more than one year at the time of such sale. Otherwise, such gain or loss will be short-term capital gain or loss. Long-term capital gains recognized by certain non-corporate U.S. Holders, including individuals, will be taxable at reduced rates. The deductibility of capital losses is subject to limitations.

#### *Market Discount*

If a tendering U.S. Holder acquired a Note with market discount, gain recognized by the U.S. Holder with respect to the Note will generally be subject to tax as ordinary income to the extent of the market discount accrued during the period the Note was held by such U.S. Holder, unless the U.S. Holder previously had elected to include market discount in income as it accrued for U.S. federal income tax purposes. Market discount generally equals the excess of the "stated redemption price at maturity" (i.e., the stated principal amount) of a Note over the Tendering U.S. Holder's initial tax basis in the Note. The amount of market discount that has accrued is determined on a ratable basis, unless the U.S. Holder has elected to determine the amount of accrued market discount using a constant-yield method. U.S. Holders that acquired the Notes other than in the initial offering of the Notes should consult their own U.S. tax advisors as to the potential applicability of the market discount rules.

#### *Information Reporting and Backup Withholding*

A U.S. Holder whose Notes are tendered and accepted for payment generally will be subject to information reporting when such Holder receives payments made pursuant to the Tender Offer, unless such Holder is an exempt recipient. A U.S. Holder may be subject to backup withholding on such payments if such Holder is not otherwise exempt and such Holder:

- fails to furnish such Holder's taxpayer identification number ("TIN"), which, for an individual, is ordinarily his or her social security number;
- furnishes an incorrect TIN;
- is notified by the IRS that such Holder has failed properly to report payments of interest or dividends; or
- fails to certify, under penalties of perjury, that such Holder has furnished a correct TIN and that the IRS has not notified such Holder that such Holder is subject to backup withholding.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS. Certain U.S. Holders are exempt from backup withholding, including corporations and certain tax-exempt organizations. U.S. Holders should consult their tax advisors regarding their qualification for an exemption from backup withholding and the procedures for obtaining such an exemption.

## Consequences to Tendering Non-U.S. Holders

This section applies to you only if you are a Non-U.S. Holder. For purposes of this discussion, a “Non-U.S. Holder” is a beneficial owner of a Note that is neither a U.S. Holder nor a partnership (or an entity treated as a partnership for U.S. federal income tax purposes).

### *Tender of Notes in the Tender Offer*

Subject to the discussion below, a Non-U.S. Holder generally will not be subject to U.S. federal income tax on any gain realized on the Non-U.S. Holder’s receipt of cash for Notes pursuant to the Tender Offer unless:

- the gain is effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States; or
- the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the Tender Offer and certain conditions are met.

A Non-U.S. Holder described in the first bullet point above generally will be required to pay U.S. federal income tax on any gain realized in the same manner as if the Non-U.S. Holder were a U.S. Holder unless an applicable income tax treaty provides otherwise, and if the Non-U.S. Holder is a foreign corporation, it may also be required to pay an additional branch profits tax at a rate of 30% (or, if applicable, a lower treaty rate) on its effectively connected earnings and profits. A Non-U.S. Holder described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or, if applicable, a lower treaty rate) on any gain realized, which may be offset by certain U.S. source capital losses, even though the non-U.S. Holder is not considered a resident of the United States.

Any amount received with respect to the Notes that is attributable to Accrued Interest not previously included in income and that is not effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States as described below generally will not be subject to U.S. federal income tax or withholding tax provided that:

- such Holder does not directly or indirectly, actually or constructively, own 10% or more of the total combined voting power of all classes of the Company’s voting stock; and
- the Non-U.S. Holder certifies to us or the paying agent, under penalties of perjury, that it is not a “United States person” within the meaning of the Code and provides its name, address and TIN, if applicable, (generally, on IRS Form W-8BEN or W-8BEN-E) or otherwise satisfies the applicable identification requirements.

If any of the above conditions is not met, Accrued Interest paid on a Note to a Non-U.S. Holder will be subject to U.S. federal withholding tax at a rate of 30% unless a Non-U.S. Holder provides the applicable withholding agent with a properly executed (1) IRS Form W-8BEN-E or W-8BEN claiming an exemption from or reduction of the withholding tax under an income tax treaty between the United States and the Non-U.S. Holder’s country of residence, or (2) IRS Form W-8ECI stating that Accrued Interest paid on a Note is not subject to withholding tax

because it is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States.

If any amount received by a Non-U.S. Holder that is attributable to Accrued Interest not previously included in income is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States, then, although exempt from U.S. federal withholding tax (provided the Non-U.S. Holder provides appropriate certification), the Non-U.S. Holder generally will be subject to U.S. federal income tax on such amount in the same manner as if such Non-U.S. Holder were a U.S. Holder unless an applicable income tax treaty provides otherwise. In addition, if the Non-U.S. Holder is a foreign corporation, such amount may be subject to a branch profits tax at a rate of 30% or a lower applicable treaty rate on its effectively connected earnings and profits.

Non-U.S. Holders should consult their tax advisors regarding potentially applicable income tax treaties that may provide for different rules.

#### *Information Reporting and Backup Withholding*

A Non-U.S. Holder generally will not be subject to backup withholding or information reporting with respect to payments made pursuant to the Tender Offer, provided that the Non-U.S. Holder certifies its non-U.S. status as described above under “—Consequences to Tendering Non-U.S. Holders—Tender of Notes in the Tender Offer” and the applicable withholding agent does not have actual knowledge or reason to know that such Holder is a United States person or the Holder otherwise establishes an exemption. However, information returns generally will be filed with the IRS in connection with the payment of Accrued Interest on the Notes, regardless of whether any tax was actually withheld. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides or is established.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or credit against a Non-U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

#### **Consequences to Non-Tendering Holders**

A Holder that does not tender its Notes will not incur any U.S. federal income tax liability as a result of the consummation of the Tender Offer.

**The U.S. federal income tax discussion set forth above is included for general information purposes only. All Holders should consult their tax advisors to determine the U.S. federal, state, local and non-U.S. tax considerations of the Tender Offer.**



**NOTICE OF GUARANTEED DELIVERY  
FOR THE TENDER OFFER BY SPX FLOW, INC. FOR THE  
6.875% SENIOR NOTES DUE 2017 (THE "NOTES")**

**PURSUANT TO THE OFFER TO PURCHASE DATED  
AUGUST 3, 2016 (THE "OFFER TO PURCHASE")**

**THE TENDER OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT  
5:00 P.M., NEW YORK CITY TIME, ON AUGUST 9, 2016,  
UNLESS THE TENDER OFFER IS EXTENDED  
(SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED,  
THE "EXPIRATION TIME")**

*The Tender Agent for the Offer is:*

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

*By Mail:*  
48 Wall Street, 22nd Floor  
New York, New York 10005  
Attention: Peter Aymar

*By Manually Signed Facsimile Transmission:*  
*(for Direct Participants only)*  
(212) 709-3328  
*Confirm Facsimile By Telephone:*  
(212) 232-3235

*By Electronic Mail or Internet:*  
Email: [flow@dfking.com](mailto:flow@dfking.com)

**Delivery of this Notice of Guaranteed Delivery to an address other than the one set forth above or transmission of instructions via facsimile to a number other than the facsimile number set forth above will not constitute a valid delivery to the Tender Agent. The method of delivery of this 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 and described in the Offer to Purchase), is at the election and risk of holders.**

This Notice of Guaranteed Delivery is being provided in connection with the offer by SPX FLOW, Inc. (the "Company") to purchase any and all of the 6.875% Senior Notes due 2017 (the "Notes"), upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal (the "Tender Offer"). Capitalized terms used but not defined herein shall have the meaning given to them in the Offer to Purchase.

This Notice of Guaranteed Delivery, or a form substantially equivalent hereto, must be used to accept the Tender Offer if the procedure for book-entry transfer cannot be completed on a timely basis prior to the Expiration Time. If you desire to tender Notes in the Tender Offer and the procedures for book-entry transfer cannot be completed on a timely basis before the Expiration Time, your tender may still be effected if (1) the tender is made by or through DTC; (2) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided in this Notice of Guaranteed Delivery, is received by the Tender Agent, before the Expiration Time; and (3) a book-entry confirmation, together

with an agent's message, are received by the Tender Agent within two trading days after the date of execution of the Notice of Guaranteed Delivery.

The eligible guarantor institution (as defined below) that completes this form must communicate the guarantee to the Tender Agent within the time period shown herein. Failure to do so could result in a financial loss to such Direct Participant.

Foreign holders that want to tender using a guaranteed delivery process should contact their brokers, the Company or the Tender Agent.

Ladies and Gentlemen:

The undersigned represents that the undersigned owns and hereby tenders to SPX FLOW, Inc. (the "Company"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 3, 2016 (the "Offer to Purchase"), and the related letter of transmittal and instructions thereto (which, as they may be amended or supplemented from time to time, together constitute the "Tender Offer"), receipt of which is hereby acknowledged, the principal amount of Notes, set forth below, all pursuant to the guaranteed delivery procedures set forth in the Offer to Purchase.

The undersigned understands that tenders of Notes pursuant to the Tender Offer may not be withdrawn after the Expiration Time. Tenders of Notes may be withdrawn prior to the Expiration Time, as provided in the Offer to Purchase.

All authority conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall not be affected by, and shall survive, the death or incapacity of the undersigned, and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

Guaranteed Deliveries may be submitted only in principal amounts equal to Authorized Denominations as defined in the Offer to Purchase.

If the ATOP procedures are used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, the DTC participant will be bound by the terms of the Tender Offer.

As more fully described in the Offer to Purchase, Guaranteed Deliveries will be required to be provided no later than 5:00 p.m., New York City time, on August 9, 2016. Notes tendered by guaranteed delivery procedures must be delivered no later than the close of business on August 11, 2016, which is two business days following the Expiration Time. The Guaranteed Delivery Payment Date will take place on August 12, 2016. Accrued interest will cease to accrue on August 9, 2016 for all Notes tendered in the Tender Offer, including those tendered by the guaranteed delivery procedures set forth herein and in the Offer to Purchase, and under no circumstances will additional interest on the Purchase Price be paid by the Company by reason of any delay in the guaranteed delivery procedures.

Title of Security: 6.875% Notes due 2017

Principal Amount of Notes Tendered: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 2016

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

Address(es) (including Zip Code): \_\_\_\_\_

**THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED.**



## GUARANTEE

(Not to be used for signature guarantee)

The undersigned, a firm that is a participant in the Securities Transfer Agents Medallion Program, or an “eligible guarantor institution” (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended), hereby (i) represents that the above-named persons are deemed to own the Notes tendered hereby, (ii) represents that such tender of Notes is being made by guaranteed delivery and (iii) guarantees that the Notes tendered hereby in proper form for transfer or confirmation of book-entry transfer of such Notes into the Tender Agent’s account at the book-entry transfer facility, pursuant to the procedures set forth in “The Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery” in the Offer to Purchase, in each case together with a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof) and certificates for the Notes to be tendered or an agent’s message (as defined in the Offer to Purchase) in the case of a book-entry delivery, and any other required documents, will be received by the Tender Agent at its address or telephone number set forth above within two business days after the date of execution hereof.

**The eligible guarantor institution that completes this form must communicate the guarantee to the Tender Agent and must deliver the letter of transmittal to the Tender Agent within the time period indicated herein. Failure to do so may result in financial loss to such eligible guarantor institution.**

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

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Please Type or Print)

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

Zip Code: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 2016

**DO NOT SEND CERTIFICATES FOR NOTES WITH THIS FORM. ACTUAL SURRENDER OF CERTIFICATES FOR NOTES MUST BE MADE PURSUANT TO, AND BE ACCOMPANIED BY, A DULY EXECUTED LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS.**

## **DEALER MANAGER**

*BofA Merrill Lynch  
214 North Tryon Street  
Charlotte, North Carolina 28255  
Attention: Debt Advisory  
Telephone: (888) 292-0070  
(Toll-Free) (980) 388-3646 (Collect)*

*Requests for information in relation to the procedures for tendering Notes in, and for any documents or materials relating to, the Tender Offer should be directed to the Information Agent at the address or telephone numbers set forth below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Tender Offer.*

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

48 Wall Street, 22nd Floor  
New York, New York 10005  
Attention: Peter Aymar  
[Email: flow@dfking.com](mailto:flow@dfking.com)

Banks and Brokers call: (212) 269-5550  
Toll-free: (800) 967-5051