

**Reinsurance Group of America, Incorporated**

**LETTER OF TRANSMITTAL**

**With Respect to the Offer to Purchase for Cash Any and All of its Outstanding  
6.20% Fixed-to-Floating Rate Subordinated Debentures Due 2042**

**(CUSIP Number 759351703)**

**Dated September 15, 2022**

**THE OFFER (AS DEFINED BELOW) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON SEPTEMBER 22, 2022, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE “EXPIRATION TIME”) OR EARLIER TERMINATED. HOLDERS OF DEBENTURES WHO DESIRE TO PARTICIPATE IN THE OFFER MUST VALIDLY TENDER THEIR DEBENTURES (OR DELIVER A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY) AT OR PRIOR TO THE EXPIRATION TIME. DEBENTURES VALIDLY TENDERED MAY BE VALIDLY WITHDRAWN AT ANY TIME AT OR BEFORE THE EARLIER OF (I) THE EXPIRATION TIME, AND (H) IF THE OFFER IS EXTENDED, THE 10TH BUSINESS DAY AFTER COMMENCEMENT OF THE OFFER (THE “WITHDRAWAL DEADLINE”). DEBENTURES MAY ALSO BE VALIDLY WITHDRAWN AT ANY TIME AFTER THE 60TH BUSINESS DAY AFTER COMMENCEMENT OF THE OFFER IF FOR ANY REASON THE OFFER HAS NOT BEEN CONSUMMATED WITHIN 60 BUSINESS DAYS AFTER COMMENCEMENT OF THE OFFER. THE OFFER IS SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS, AS SET FORTH IN THE OFFER TO PURCHASE (DEFINED BELOW).**

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

**D.F. King & Co., Inc.**  
48 Wall Street, 22<sup>nd</sup> Floor  
New York, New York 10005  
Attention: Michael Horthman

Banks and Brokers call: (212) 269-5550  
All others call toll free: (888) 542-7446  
Email: rga@dfking.com  
Website: www.dfking.com/rga

By Facsimile Transmission: (212) 709-3328, Attn: Michael Horthman  
Confirm Facsimile Transmission by Telephone: (212) 232-3233

**DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS, OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER, OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE VALID DELIVERY TO THE TENDER AGENT. YOU SHOULD READ THE INSTRUCTIONS CONTAINED HEREIN CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.**

This Letter of Transmittal (as it may be amended or supplemented, this “Letter of Transmittal”) may be used to tender Debentures pursuant to the offer (the “Offer”) by Reinsurance Group of America, Incorporated, a Missouri corporation (the “Issuer,” “we” or “us”), to purchase for cash any and all of its outstanding 6.20% Fixed-to-Floating Rate Subordinated Debentures due 2042 (the “Debentures”) pursuant

to the Offer to Purchase dated September 15, 2022 (as it may be amended or supplemented from time to time, the “Offer to Purchase,” which, together with this Letter of Transmittal and the Notice of Guaranteed Delivery attached as Appendix A to the Offer to Purchase, constitutes the “Offer Documents”). As of September 15, 2022, there was \$400,000,000 aggregate principal amount of Debentures outstanding.

**It is not necessary for Holders tendering Debentures using the Automated Tender Offer Program (“ATOP”) of The Depository Trust Company (“DTC”) to deliver a Letter of Transmittal in relation to the tender and delivery.**

If you desire to tender your Debentures and (1) you cannot timely comply with the procedure for book-entry transfer or (2) you cannot deliver the other required documents to the Tender Agent by the Expiration Time, you must tender your Debentures according to the guaranteed delivery procedures described in the Offer to Purchase, which require, among other things, that you either deliver a properly completed and duly executed Notice of Guaranteed Delivery (the “Notice of Guaranteed Delivery”), substantially in the form provided by the Issuer and attached as Appendix A to the Offer to Purchase, by the Expiration Time, or comply with the ATOP procedures described in the Offer to Purchase. See “The Offer—Procedures for Tendering Debentures—Guaranteed Delivery” in the Offer to Purchase.

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.

Foreign Holders that want to tender using the guaranteed delivery process should contact their brokers or the Tender Agent.

All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Offer to Purchase.

**You should read the instructions contained herein and the Offer to Purchase carefully and in their entirety before completing this Letter of Transmittal.**

The Offer is made upon the terms and subject to the conditions set forth in the Offer to Purchase and in this Letter of Transmittal. Holders should carefully review the information set forth therein and herein. By the execution of this Letter of Transmittal, the undersigned acknowledges receipt of the Offer to Purchase, this Letter of Transmittal and the Instructions hereto.

**Holders who wish to be eligible to receive the Tender Offer Consideration must validly tender their Debentures, or deliver a properly completed and duly executed Notice of Guaranteed Delivery, at or before the Expiration Time and must not validly withdraw their Debentures at or before the earlier of the Withdrawal Deadline and the Expiration Time.**

**For the avoidance of doubt, the delivery of such Debentures tendered by guaranteed delivery procedures must be made no later than the close of business on September 26, 2022, which is two business days following the Expiration Time; provided, that interest will cease to accrue on the Payment Date for all Debentures accepted in the offer, including those tendered by the guaranteed delivery procedures set forth in the Offer to Purchase, and under no circumstances will additional interest on the Tender Offer Consideration be paid by the issuer after the Payment Date by reason of any delay on the part of the Tender Agent, DTC or any other party in the transmission of funds to Holders or any delay in the guaranteed delivery procedures.**

This Letter of Transmittal is to be used by Holders of Debentures if:

- certificates representing Debentures are to be physically delivered to the Tender Agent herewith by Holders; or
- tenders of Debentures are to be made by book-entry transfer to the Tender Agent's account at DTC pursuant to the procedures set forth in the Offer to Purchase in "The Offer—Procedures for Tendering Debentures—Tender of Debentures Held Through DTC" but instructions are NOT being transmitted through ATOP.

This Letter of Transmittal, if used, must be delivered to the Tender Agent. Delivery of this Letter of Transmittal and other documents to DTC does not constitute delivery to the Tender Agent.

The Offer will be eligible for ATOP. **In lieu of completing and delivering this Letter of Transmittal, Holders of Debentures who are tendering by book-entry transfer to the Tender Agent's account at DTC can transmit their acceptance of the Offer electronically through ATOP (and thereby tender Debentures).** Upon receipt of a Holder's acceptance through ATOP, DTC will edit and verify the acceptance and send an Agent's Message to the Tender Agent for its acceptance.

Requests for additional copies of the Offer to Purchase or this Letter of Transmittal and requests for assistance relating to the procedures for tendering Debentures may be directed to D.F. King & Co., Inc., the information agent in connection with the Offer (the "Information Agent"), at its address and telephone numbers set forth on the back cover page of this Letter of Transmittal. Requests for additional copies of the Offer to Purchase or this Letter of Transmittal also may be directed to your broker, dealer, commercial bank or trust company. Your broker, dealer, commercial bank or trust company also can help you complete this Letter of Transmittal. Requests for assistance relating to the terms and conditions of the Offer may be directed to Wells Fargo Securities, LLC ("Wells Fargo Securities"), BofA Securities, Inc. ("BofA Securities"), HSBC Securities (USA) Inc. ("HSBC"), J.P. Morgan Securities LLC ("JPM"), MUFG Securities Americas Inc. ("MUFG") or RBC Capital Markets, LLC ("RBC Capital Markets"), the exclusive dealer managers in connection with the Offer (the "Dealer Managers"), at their respective addresses and telephone numbers set forth on the back cover page of this Letter of Transmittal.

**Any Debentures tendered may be validly withdrawn at or before the earlier of the Withdrawal Deadline and the Expiration Time, by following the procedures described in the Offer to Purchase. Debentures may also be validly withdrawn at any time after the 60th business day after commencement of the Offer if for any reason the Offer has not been consummated within 60 business days after commencement of the Offer.**

**THE OFFER DOCUMENTS DO NOT CONSTITUTE AN OFFER TO BUY OR THE SOLICITATION OF AN OFFER TO SELL DEBENTURES IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. IN ANY JURISDICTION WHERE THE SECURITIES, BLUE SKY OR OTHER LAWS REQUIRE THE OFFER TO BE MADE BY A LICENSED BROKER OR DEALER, THE OFFER SHALL BE DEEMED TO BE MADE ON BEHALF OF US BY THE DEALER MANAGERS OR ONE OR MORE REGISTERED BROKERS OR DEALERS LICENSED UNDER THE LAWS OF SUCH JURISDICTION. NEITHER THE DELIVERY OF THE OFFER TO PURCHASE AFTER THE DATE HEREOF NOR ANY PURCHASE OF DEBENTURES SHALL, 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 HEREIN OR IN THE OFFER TO PURCHASE IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THEREOF, RESPECTIVELY.**

The undersigned has validly completed, executed and delivered this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the Offer.

List below the Debentures to which this Letter of Transmittal relates. If the space provided below is inadequate, list the certificate numbers and principal amounts on a separately executed schedule and affix the schedule to this Letter of Transmittal. Debentures may be tendered and accepted for payment only in principal amounts equal to minimum denominations of \$25 and integral multiples of \$25 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Debentures must continue to hold Debentures in at least the minimum authorized denomination of \$25 principal amount.

**6.20% Fixed-to-Floating Rate Subordinated Debentures due 2042  
(CUSIP Number 759351703)**

<b>DESCRIPTION OF DEBENTURES TENDERED</b>			
Name(s) and Address(es) of Registered Holder(s) or Name of DTC Participant and Participant's DTC Account Number in which Debentures are Held (Please fill in, if blank)	Certificate Number(s)*	Aggregate Principal Amount Represented **	Principal Amount Tendered**
<p>* Need not be completed by Holders tendering by book-entry transfer</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 considered to have tendered with respect to the entire aggregate principal amount represented by the Debentures indicated in the column labeled "Aggregate Principal Amount Represented." See Instruction 4.</p>			

If certificated Debentures are being tendered, the name and address of the Holder should be printed, if not already printed above, exactly as they appear on the certificates representing Debentures tendered hereby.

<p><input type="checkbox"/> <b>CHECK HERE IF TENDERED DEBENTURES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY THAT WAS PREVIOUSLY SENT TO THE TENDER AGENT. IF SO, COMPLETE THE FOLLOWING:</b></p> <p>Name(s) of Tendering Holder(s): _____</p> <p>Date of Execution of Notice of Guaranteed Delivery: _____</p> <p>Name of Eligible Institution that Guaranteed Delivery: _____</p>
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**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, this Letter of Transmittal and the Instructions hereto and the Notice of Guaranteed Delivery attached as Appendix A to the Offer to Purchase, which together constitute the Issuer's offer to purchase for cash from each Holder any and all of their outstanding Debentures.

The Offer is made upon the terms and subject to the conditions set forth in the Offer to Purchase and in this Letter of Transmittal. Upon the terms and subject to the conditions of the Offer, the undersigned hereby tenders to the Issuer the principal amount of Debentures indicated above.

Subject to, and effective upon, the acceptance for purchase of, and payment of, the principal amount of Debentures tendered with this Letter of Transmittal, in accordance with the terms and subject to the conditions of the Offer, the undersigned hereby (1) represents, warrants and agrees that: the undersigned has received and read a copy of the Offer Documents, understands and agrees to be bound by all the terms and conditions of the Offer and has full power and authority to tender the undersigned's Debentures; (2) irrevocably sells, assigns and transfers to, or upon the order of, the Issuer all right, title and interest in and to all the Debentures tendered hereby and represents and warrants that when such tendered Debentures are accepted for purchase by the Issuer, the Issuer will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right; (3) waives any and all other rights with respect to the Debentures (including, without limitation, the undersigned's waiver of any existing or past defaults and their consequences in respect of the Debentures and the Indenture); (4) releases and discharges the Issuer from any and all claims the undersigned may have now, or may have in the future, arising out of, or related to, the Debentures, including, without limitation, any claims that the undersigned is entitled to receive additional principal or interest payments with respect to the Debentures or to participate in any redemption or defeasance of the Debentures; (5) upon the Issuer's request or the request of the Tender Agent, as applicable, agrees to execute and deliver any additional documents necessary or desirable to complete the sale, assignment and transfer of the Debentures tendered hereby; and (6) irrevocably constitutes and appoints the Tender Agent as the true and lawful agent and attorney-in-fact of the undersigned with respect to any such tendered Debentures, with full power of substitution and re-substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver certificates representing such Debentures, or transfer ownership of such Debentures, on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to the Issuer, (b) present such Debentures for transfer on the relevant security register and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Debentures (except that the Tender Agent will have no right to, or control over, funds from the Issuer, except as agent for the undersigned, for the Tender Offer Consideration, as applicable, and Accrued Interest, if any, for any tendered Debentures that are purchased by the Issuer), all in accordance with the terms and subject to the conditions of the Offer, as described in the Offer Documents.

The undersigned understands and acknowledges that the Offer will expire at 5:00 p.m., New York City time, on September 22, 2022, unless extended or earlier terminated.

**Any Debentures tendered may be validly withdrawn at or before the earlier of the Withdrawal Deadline and the Expiration Time, by following the procedures described in the Offer to Purchase. Debentures may also be validly withdrawn at any time after the 60th business day after commencement of the Offer if for any reason the Offer has not been consummated within 60 business days after commencement of the Offer.**

The undersigned understands that for a withdrawal of a tender of Debentures to be effective, a written or facsimile transmission of a notice of withdrawal or a Request Message must be received by the Tender Agent at its address set forth on the back cover of this Letter of Transmittal at or before the earlier of the Expiration Time and the Withdrawal Deadline.

Any notice of withdrawal must:

- (1) specify the name of the Holder of the Debentures to be withdrawn;
- (2) contain the description of the Debentures to be withdrawn, the certificate numbers shown on the particular certificates representing such Debentures (or, in the case of Debentures tendered by book-entry transfer, the number of the account at DTC from which such Debentures were tendered and the name and number of the account at DTC to be credited with the Debentures withdrawn) and the principal amount of such Debentures; and
- (3) be signed (other than a notice transmitted through DTC's ATOP system) by the registered Holder of the Debentures in the same manner as the original signature on this Letter of Transmittal (including any required signature guarantees) or be accompanied by documents of transfer sufficient to have the Trustee register the transfer of the Debentures into the name of the person withdrawing such Debentures.

The undersigned understands that the tender of Debentures by a Holder, pursuant to the procedures set forth in the Offer to Purchase and this Letter of Transmittal, and the subsequent acceptance of that tender by the Issuer, will constitute a binding agreement governed by, and construed in accordance with, the laws of the State of New York between that Holder and the Issuer in accordance with the terms and subject to the conditions set forth in the Offer to Purchase and this Letter of Transmittal.

For purposes of the Offer, the Issuer will be considered to have accepted for purchase validly tendered Debentures, or defectively tendered Debentures as to which the Issuer has waived the defects, if, as and when the Issuer gives oral notice promptly confirmed in writing or written notice of acceptance to the Tender Agent. Payment for Debentures accepted for purchase in the Offer will be made by the Issuer by deposit with the Tender Agent, or, upon its instructions, with DTC, which will act as agent for the undersigned for the purpose of receiving the Tender Offer Consideration, as the case may be, and any Accrued Interest payable, and transmitting such monies to the undersigned.

All authority conferred or agreed to be conferred by this Letter of Transmittal shall not be affected by, and will survive, the death or incapacity of the undersigned, and every obligation of the undersigned under this Letter of Transmittal will 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 Debentures is not effective, and the risk of loss of the Debentures does not pass to the Tender Agent, until timely receipt by the Tender Agent of (1) certificates representing the Debentures or confirmation of a book-entry transfer of the Debentures into the Tender Agent's account at DTC pursuant to the procedures set forth in the Offer to Purchase under "The Offer—Procedures for Tendering Debentures," (2) a properly completed and duly executed Letter of Transmittal, a manually signed facsimile of that document, or a properly transmitted Agent's Message (as defined in the Offer to Purchase under "The Offer—Procedures for Tendering Debentures—Book-Entry Delivery Procedures") and (3) all necessary signature guarantees and any other documents required by this Letter of Transmittal.

All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders of Debentures will be determined by the Issuer, in its sole discretion, and the

Issuer's determination will be final and binding absent a finding to the contrary by a court of competent jurisdiction. Alternative, conditional or contingent tenders will not be considered valid. The Issuer reserves the absolute right to reject any or all tenders of Debentures determined by the Issuer not to be in proper form or, in the case of the Debentures, if the acceptance or payment for such Debentures may, in the Issuer's opinion, be unlawful. The Issuer also reserves the absolute right to waive any defect, irregularity or condition of tenders as to particular Debentures. The Issuer's interpretation of the terms and conditions of the Offer (including the Instructions in this Letter of Transmittal) will be final and binding absent a finding to the contrary by a court of competent jurisdiction. Any defect or irregularity in connection with tenders of Debentures must be cured within such time as the Issuer determines, unless waived by the Issuer. Tenders of Debentures will not be considered to have been made until all defects and irregularities have been waived by the Issuer or cured. None of the Issuer, the Dealer Managers, the Information Agent, the Tender Agent, the Trustee, any of their affiliates or any other person will be under any duty to give notice of any defect or irregularity in tenders of Debentures, or will incur any liability to Holders for failure to give any such notice.

The Issuer also reserves the right, subject to applicable law, in its sole discretion, (1) to terminate or withdraw the Offer at any time, (2) to extend the Expiration Time, (3) to amend the Offer in any respect or (4) otherwise to delay acceptance for purchase of Debentures tendered under the Offer or the payment for Debentures accepted for purchase, subject to Rule 14e-1 under the Exchange Act, which requires the Issuer to pay the consideration offered or return the Debentures deposited by or on behalf of the Holders pursuant to the Offer promptly after the termination or withdrawal of the Offer.

If the Issuer makes a material change in the terms of the Offer or in the information concerning the Offer or waives a material condition of the Offer, the Issuer will, to the extent required by law, disseminate additional Offer materials and extend the Offer. In addition, the Issuer may extend the Offer for any other reason. Any extension, amendment or termination will be followed as promptly as practicable by a public announcement of the extension, amendment or termination in the manner described in the Offer to Purchase, which announcement in the case of an extension of the Expiration Time will be made no later than 9:00 a.m. New York City time on the business day after the previously scheduled Expiration Time.

The undersigned understands that the Issuer's obligation to accept for purchase, and to pay for, Debentures validly tendered and not validly withdrawn, pursuant to the Offer is subject to the conditions set forth in the Offer to Purchase.

Unless otherwise indicated herein under "Special Payment Instructions," the undersigned hereby requests that the Tender Agent mail the check for the Tender Offer Consideration, to the address(es) of the Holder(s) appearing under "Description of Debentures Tendered." Similarly, unless otherwise indicated herein under "Special Delivery Instructions," the undersigned hereby requests that any Debentures representing principal amounts not tendered or not accepted for purchase (and accompanying documents, as appropriate) be delivered to the person(s) so indicated. In the case of a book-entry delivery of Debentures, the undersigned hereby requests that the Tender Agent credit the account maintained at DTC with any Debentures not tendered or not accepted for purchase. The undersigned recognizes that the Issuer has no obligation pursuant to the "Special Payment Instructions" box or "Special Delivery Instructions" box to transfer any Debentures from the name of the Holder(s) thereof if the Issuer does not accept for purchase any of the principal amount of such Debentures so tendered.

## TENDER OF DEBENTURES

This Letter of Transmittal must be signed by the registered Holder(s) of the Debentures exactly as its (their) name(s) appear(s) on certificate(s) for Debentures or by person(s) authorized to become registered Holder(s) by endorsement on certificates for Debentures or by bond powers transmitted with this Letter of Transmittal. Endorsements on Debentures and signatures on bond powers by registered Holders not executing this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 1 below. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to us of such person's authority to so act. See Instruction 5 below.

☐ **CHECK HERE IF CERTIFICATES REPRESENTING TENDERED DEBENTURES ARE ENCLOSED HERewith.**

☐ **CHECK HERE IF TENDERED DEBENTURES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE TENDER AGENT WITH DTC AND COMPLETE THE FOLLOWING:**

Name of tendering institution: \_\_\_\_\_

DTC account number: \_\_\_\_\_

Transaction code number: \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

Signature(s) of Holder(s) or Authorized Signatory

Dated: September \_\_, 2022

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

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

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

Area Code and Telephone No.: \_\_\_\_\_

Taxpayer Identification or Social Security No.: \_\_\_\_\_

**PLEASE COMPLETE THE ENCLOSED INTERNAL REVENUE SERVICE (“IRS”) FORM  
W-9 OR APPLICABLE IRS FORM W-8 AND, IF REQUIRED, THE SIGNATURE  
GUARANTEE (See Instruction 1)**

**Certain Signatures Must Be Guaranteed by an Eligible Institution**

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(Name of Eligible Institution Guaranteeing Signatures)

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(Address (including Zip Code) and Telephone Number (including Area Code) of Eligible Institution)

---

(Authorized Signature)

---

(Print Name)

---

(Title)

Dated: September \_\_\_, 2022

**SPECIAL PAYMENT INSTRUCTIONS****(See Instructions 1, 4, 5, 6 and 7)**

To be completed ONLY if certificates for Debentures in a principal amount not tendered or not accepted for purchase are to be issued in the name of, or checks constituting payments for Debentures purchased pursuant to the Offer are to be issued to the order of, someone other than the person(s) whose signature(s) appear(s) within this Letter of Transmittal or are to be issued to an address different from that shown in the applicable box entitled "Description of Debentures Tendered" within this Letter of Transmittal, or if Debentures tendered by book-entry transfer that are not accepted for purchase are to be credited to an account maintained at DTC other than the one designated above.

Issue:

☐ Check☐ Certificate(s)

(check as applicable)

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

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

**Taxpayer Identification or Social Security  
Number (See enclosed IRS Form W-9 or  
applicable IRS Form W-8)**☐ Credit unpurchased Debentures by book-entry  
transfer to the DTC account set forth below:

(DTC Account Number) Name of Account Party:

Name of Account Party:  
\_\_\_\_\_**SPECIAL DELIVERY INSTRUCTIONS****(See Instructions 1, 4, 5, 6 and 7)**

To be completed ONLY if certificates for Debentures in a principal amount not tendered or not accepted for purchase or checks constituting payment for Debentures purchased pursuant to the Offer are to be sent 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 applicable box entitled "Description of Debentures Tendered" within this Letter of Transmittal.

Send:

☐ Check☐ Certificate(s)

(check as applicable)

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

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

**Taxpayer Identification or Social Security  
Number  
(See enclosed IRS Form W-9 or applicable IRS  
Form W-8)**

## INSTRUCTIONS

(Forming Part of the Terms and Conditions of the Offer)

### 1. Signature Guarantees; Signatures on this Letter of Transmittal

Signatures on this Letter of Transmittal must be guaranteed by a recognized participant in good standing in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or the Stock Exchange Medallion Program (each a “Medallion Signature Guarantor”), unless the Debentures tendered hereby are tendered (a) by the registered Holder of those Debentures (or by a DTC participant whose name appears on a security position listing as the owner of those Debentures) that has not completed either of the boxes entitled “Special Payment Instructions” or “Special Delivery Instructions” on this Letter of Transmittal or (b) for the account of a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, Inc., or a commercial bank or trust company having an office or correspondent in the United States (each of the foregoing being referred to in the Offer to Purchase as an “Eligible Institution”).

### 2. Delivery of Letter of Transmittal and Debentures; Guaranteed Delivery Procedures

This Letter of Transmittal is to be completed by Holders if:

- certificates representing Debentures are to be physically delivered to the Tender Agent herewith by Holders, or
- tenders of Debentures are to be made by book-entry transfer to the Tender Agent’s account at DTC pursuant to the procedures set forth in the Offer to Purchase under “The Offer” but instructions are NOT being transmitted through ATOP.

All physically delivered Debentures, or a confirmation of a book-entry transfer into the Tender Agent’s account at DTC of all Debentures delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or a copy thereof) or Agent’s Message, and any other documents required by this Letter of Transmittal, must be received by the Tender Agent at its address set forth herein at or before the Expiration Time, unless the guaranteed delivery procedures as described below are properly followed. **Delivery of documents to DTC does not constitute delivery to the Tender Agent.**

The Offer will be eligible for ATOP. In lieu of completing and delivering this Letter of Transmittal, Holders of Debentures who are tendering by book-entry transfer to the Tender Agent’s account at DTC can transmit their acceptance of the Offer electronically through ATOP (and thereby tender Debentures). Upon receipt of such Holder’s acceptance through ATOP, DTC will edit and verify the acceptance and send an Agent’s Message to the Tender Agent for its acceptance. Delivery of tendered Debentures held through DTC must be made to the Tender Agent pursuant to the book-entry delivery procedures set forth in the Offer to Purchase. **Holders desiring to tender Debentures through ATOP should note that such Holders must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC.**

**The method of delivery of Debentures and this Letter of Transmittal, any required signature guarantees and all other required documents, including delivery through DTC and any acceptance of an Agent’s Message transmitted through ATOP, is at the election and risk of the person tendering Debentures and this Letter of Transmittal or transmitting an Agent’s Message, and delivery will be considered made only when actually received by the Tender Agent. If delivery is by mail, the Issuer suggests that the Holder use properly insured, registered mail with return receipt requested. In all cases, sufficient time should be allowed for all documents to reach the Tender Agent.**

Alternative, conditional or contingent tenders will not be considered valid. All tendering Holders, by execution of this Letter of Transmittal (or manually signed facsimile), waive any right to receive any notice of the acceptance of their Debentures for purchase.

*Guaranteed Delivery.* If a Holder wishes to tender Debentures and (1) such Holder cannot comply with the procedure for book-entry transfer by the Expiration Time, or (2) such Holder cannot deliver the other required documents to the Tender Agent by the Expiration Time, the Holder must tender his or her Debentures according to the guaranteed delivery procedure described in the Offer to Purchase. To comply with the guaranteed delivery procedure, the Holder must: (1) properly complete and duly execute a Notice of Guaranteed Delivery substantially in the form provided by the Issuer and attached as Appendix A to the Offer to Purchase, including a guarantee by an Eligible Institution in the form set forth in the Notice of Guaranteed Delivery; (2) arrange for the Tender Agent to receive the Notice of Guaranteed Delivery by the Expiration Time; (3) comply with ATOP's procedure applicable to guaranteed delivery by the Expiration Time; and (4) ensure that the Tender Agent receives certificates for the Debentures tendered, in proper form for transfer, or the Book-Entry Confirmation of electronic delivery of Debentures, together with an Agent's Message, and any other documents required by this Letter of Transmittal, no later than 5:00 p.m., New York City time, on September 26, 2022, all as provided in the Offer to Purchase.

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

**FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF SUCH DEBENTURES TENDERED BY GUARANTEED DELIVERY PROCEDURES WILL BE MADE NO LATER THAN 5:00 PM, NEW YORK CITY TIME, ON SEPTEMBER 26, 2022, WHICH IS TWO BUSINESS DAYS FOLLOWING THE EXPIRATION TIME; PROVIDED, THAT INTEREST WILL CEASE TO ACCRUE ON THE PAYMENT DATE FOR ALL DEBENTURES ACCEPTED IN THE OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH IN THE OFFER TO PURCHASE, AND UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST ON THE PURCHASE PRICE BE PAID BY THE ISSUER AFTER THE PAYMENT DATE BY REASON OF ANY DELAY ON THE PART OF THE TENDER AGENT, DTC OR ANY OTHER PARTY IN THE TRANSMISSION OF FUNDS TO HOLDERS OR ANY DELAY IN THE GUARANTEED DELIVERY PROCEDURES.**

**THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, THE DEBENTURES, THE NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS TO THE TENDER AGENT, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE HOLDER TENDERING DEBENTURES. 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.**

### **3. Withdrawal of Debentures**

Any Debentures tendered may be validly withdrawn at or before the earlier of the Withdrawal Deadline and the Expiration Time, by following the procedures described in the Offer to Purchase. Debentures may also be validly withdrawn at any time after the 60th business day after commencement of the Offer if for any reason the Offer has not been consummated within 60 business days after commencement of the Offer.

For a withdrawal of a tender of Debentures to be effective, a written or facsimile transmission of a notice of withdrawal or a Request Message must be received by the Tender Agent at its address set forth on the back cover of this Letter of Transmittal at or before the earlier of the Expiration Time and the Withdrawal Deadline.

Any notice of withdrawal must:

- (1) specify the name of the Holder of the Debentures to be withdrawn;
- (2) contain the description of the Debentures to be withdrawn, the certificate numbers shown on the particular certificates representing such Debentures (or, in the case of Debentures tendered by book-entry transfer, the number of the account at DTC from which such Debentures were tendered and the name and number of the account at DTC to be credited with the Debentures withdrawn) and the principal amount of such Debentures; and
- (3) be signed (other than a notice transmitted through DTC's ATOP system) by the registered Holder of the Debentures in the same manner as the original signature on this Letter of Transmittal (including any required signature guarantees) or be accompanied by documents of transfer sufficient to have the Trustee register the transfer of the Debentures into the name of the person withdrawing such Debentures.

A withdrawal of Debentures can only be accomplished in accordance with the procedures provided in the Offer to Purchase and this Letter of Transmittal.

Debentures validly withdrawn may thereafter be re-tendered at any time at or prior to the Expiration Time by following the procedures described in the Offer to Purchase, but if a Holder's Debentures are not properly re-tendered at or prior to the Expiration Time, the Holder will not receive the Tender Offer Consideration with respect to those Debentures.

#### **4. Partial Tenders**

Debentures may be tendered and accepted for payment only in principal amounts equal to minimum denominations of \$25 and integral multiples of \$25 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Debentures must continue to hold Debentures in at least the minimum authorized denomination of \$25 principal amount. If a Holder wishes to tender less than the entire principal amount evidenced by any Debentures submitted, the tendering Holder must fill in the principal amount tendered in the last column of the applicable box entitled "Description of Debentures Tendered" herein. The entire principal amount represented by the certificates for all Debentures delivered to the Tender Agent will be considered to have been tendered, unless otherwise indicated. If the entire principal amount of all Debentures is not tendered or not accepted for purchase, the Debentures representing such untendered or unaccepted amount will be sent as soon as practicable after the Expiration Time (or, if tendered by book-entry transfer, returned by credit to the applicable account at DTC) to the registered Holder, unless otherwise provided herein in the box entitled "Special Delivery Instructions."

#### **5. Signature on Letter of Transmittal, Instruments of Transfer and Endorsements**

If this Letter of Transmittal is signed by the registered Holder(s) of the Debentures tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever. If this Letter of Transmittal is signed by a participant in

DTC whose name is shown as the owner of the Debentures tendered hereby, the signature must correspond with the name shown on the security position listing as the owner of the Debentures.

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

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

If the Debentures are registered in the name of a person other than the signer of this Letter of Transmittal, then, in order to tender such Debentures pursuant to the Offer, the Debentures must be endorsed or accompanied by an appropriate written instrument or instruments of transfer signed exactly as the name(s) of the Holder(s) appear on the Debentures, with the signature(s) on the Debentures or instruments of transfer guaranteed as provided in Instruction 1. If these procedures are followed by a beneficial owner tendering Debentures at or before the Expiration Time, as applicable, the Holder(s) of such Debentures must sign a valid proxy. If this Letter of Transmittal is signed by the Holder, the certificates for any principal amount of Debentures not tendered or accepted for purchase are to be issued (or if any principal amount of Debentures that is not tendered or not accepted for purchase is to be reissued or returned) to such Holder, or if tendered by book-entry transfer, credited to the DTC account of such Holder, and checks constituting payment for Debentures to be purchased in connection with the Offer are to be issued to the order of the Holder, then the Holder need not endorse any certificates for tendered Debentures nor provide any other instruments of transfer.

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

If different from the name and address of the registered Holder signing this Letter of Transmittal, tendering Holders should indicate in the applicable box or boxes the name and address to which Debentures for principal amounts not tendered or not accepted for purchase or checks for payment of the Tender Offer Consideration to be made in connection with the Offer are to be issued or sent. In the case of issuance in a different name, the taxpayer identification or social security number of the person named must also be indicated. If no instructions are given, any Debentures not tendered or not accepted for purchase will be returned to the registered Holder of the Debentures tendered. For Holders of Debentures tendering by book-entry transfer, Debentures not tendered or not accepted for purchase will be returned by crediting the DTC account designated above. See Instruction 7 for a discussion of the potential tax consequences of completing either the Special Payment Instructions box or Special Delivery Instructions box.

## **7. Transfer Taxes**

Except as set forth in this Instruction 7, we will pay or cause to be paid any transfer taxes with respect to the transfer and sale of Debentures to us pursuant to the Offer. If, however, payment of the Tender Offer Consideration is to be made to, or if Debentures not tendered or accepted for purchase are to be registered in the name of, any person(s) other than the registered owner(s), or if tendered Debentures are registered in the name of any person(s) other than the person(s) signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered Holder(s) or such other person(s)) payable on account of the transfer to such other person(s) will be deducted from the Tender Offer Consideration unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted to us in a timely manner.

## **8. Guaranteed Delivery**

Debentures may be tendered by guaranteed delivery through the procedures described in the Offer to Purchase. See “The Offer—Procedures for Tendering Debentures—Guaranteed Delivery.”

## **9. Conditions to the Offer; Waiver of Conditions**

Notwithstanding any other provision of the Offer, we will not be required to accept for purchase or to pay for Debentures validly tendered pursuant to the Offer, and may terminate, amend or extend the Offer or delay or refrain from accepting for purchase, or paying for, the Debentures, if any of the conditions set forth in the Offer to Purchase under “The Offer—Conditions to the Offer” have not been satisfied or have not been waived by us.

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

Requests for additional copies of the Offer to Purchase, this Letter of Transmittal or Form W-9 and requests for assistance relating to the procedures for tendering Debentures may be directed to D.F. King & Co., Inc., the Information Agent in connection with the Offer, at its address and telephone numbers set forth on the back cover page of this Letter of Transmittal. Requests for additional copies of the Offer to Purchase, this Letter of Transmittal or Form W-9 also may be directed to your broker, dealer, commercial bank or trust company. Your broker, dealer, commercial bank or trust company also can help you complete this form.

Requests for assistance relating to the terms and conditions of the Offer may be directed to Wells Fargo Securities, BofA Securities, HSBC, JPM, MUFG or RBC Capital Markets, the exclusive dealer managers in connection with the Offer, at their respective addresses and telephone numbers set forth on the back cover page of this Letter of Transmittal.

## **11. Mutilated, Lost, Stolen or Destroyed Certificates**

If a Holder desires to tender Debentures pursuant to the Offer, but the certificates evidencing such Debentures have been mutilated, lost, stolen or destroyed, such Holder should contact The Bank of New York Mellon Trust Company, N.A., the Trustee for the Debentures, to receive information about the procedures for obtaining replacement certificates for Debentures.

## **12. Irregularities**

All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders of Debentures will be determined by us, in our sole discretion, and our determination will be final and binding absent a finding to the contrary by a court of competent jurisdiction. Alternative, conditional or contingent tenders will not be considered valid. We reserve the absolute right to reject any or all tenders of Debentures determined by us not to be in proper form or if the acceptance or payment for such Debentures may, in our opinion, be unlawful. We also reserve the absolute right to waive any defect, irregularity or condition of tenders as to particular Debentures. Our interpretations of the terms and conditions of the Offer (including the Instructions in this Letter of Transmittal) will be final and binding absent a finding to the contrary by a court of competent jurisdiction. Any defect or irregularity in connection with tenders of Debentures must be cured within such time as we determine, unless waived by us. Tenders of Debentures will not be considered to have been made until all defects and irregularities have been waived by us or cured. None of the Issuer, the Dealer Managers, the Information Agent, the Tender Agent, the Trustee, any of their affiliates or any other person will be under any duty to give notice of any defect or irregularity in tenders of Debentures, or will incur any liability to Holders for failure to give any such notice.

## **IMPORTANT TAX INFORMATION**

Payments made to tendering Holders may be subject to information reporting and backup withholding, currently at a rate of 24%. To avoid backup withholding, a tendering Holder is required to provide the Tender Agent with such Holder's correct taxpayer identification number ("TIN"), generally the Holder's social security or federal employer identification number, on the enclosed IRS Form W-9, or, alternatively, to establish another basis for exemption from backup withholding. If the Tender Agent is not provided with the correct TIN, a \$50 penalty may also be imposed by the IRS. In order to establish an exemption from backup withholding, a tendering Holder that is a foreign person, including entities, must generally submit an appropriate properly completed IRS Form W-8 certifying, under penalties of perjury, to such Holder's foreign status. An appropriate IRS Form W-8 can be obtained from the Tender Agent or from the IRS website ([www.irs.gov](http://www.irs.gov)). See "Certain U.S. Federal Income Tax Considerations" in the Offer to Purchase. Failure to comply truthfully with the backup withholding requirements, if done willfully, may also result in the imposition of criminal and/or civil fines and penalties. See IRS Form W-9 and instructions attached hereto for additional information.

Any question regarding procedures for tendering Debentures or request for additional copies of the Offer to Purchase and this Letter of Transmittal should be directed to the Information Agent:

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

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

48 Wall Street, 22<sup>nd</sup> Floor  
New York, New York 10005  
Attention: Michael Horthman

Banks and Brokers call: (212) 269-5550  
All others call toll free: (888) 542-7446  
Email: rga@dfking.com  
Website: www.dfking.com/rga

By Facsimile Transmission: (212) 709-3328, Attn: Michael Horthman  
Confirm Facsimile Transmission by Telephone: (212) 232-3233

Any question regarding the terms of the Offer should be directed to the Dealer Managers.

*The Dealer Managers for the Offer are:*

<b>Wells Fargo Securities</b>	<b>BofA Securities</b>	<b>HSBC</b>	<b>J.P. Morgan</b>	<b>MUFG</b>	<b>RBC Capital Markets</b>
550 South Tryon Street, 5th Floor Charlotte, North Carolina 28202	620 South Tryon Street, 20th Floor Charlotte, North Carolina 28255	452 Fifth Avenue New York, New York 10018	383 Madison Avenue, 6th Floor New York, New York 10179	1221 Avenue of the Americas, 6th Floor New York, New York 10020	200 Vesey Street, 8th Floor New York, New York 10281
Attention: Liability Management Group	Attention: Liability Management	Attention: Liability Management	Attention: Liability Management Group	Attention: Liability Management	Attention: Liability Management Group
Collect: (704) 410- 4756 Toll-Free: (866) 309-6316 Email: LiabilityManageme nt@wellsfargo.com	Collect: (980) 387- 3907 Toll-Free: (888) 292-0070 Email: debt_advisory@bof a.com	Collect: (212) 525- 5552 Toll-Free: (888) HSBC-4LM Email: lmamericas@us.hsb c.com	Collect: (212) 834- 3554 Toll-Free: (866) 834-4666	Collect: (212) 405-7481 Toll-Free: (877) 744-4532 Email: liability.manageme nt@mufgsecurities. com	Collect: (212) 618-7843 Toll Free: (877) 381-2099 Email: liability.manageme nt@rbccm.com

# Request for Taxpayer Identification Number and Certification

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

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

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) ► _____ <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) ► _____	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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
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 ►	Date ►
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## 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)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	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.