

FULTON FINANCIAL CORPORATION

LETTER OF TRANSMITTAL

Up to the Applicable Aggregate Maximum Principal Amount of Its
4.500% Subordinated Notes due 2024 (CUSIP No. 360271 AJ9)
3.60% Senior Notes due 2022 (CUSIP No. 360271 AK6)

The Offer (as defined below) will expire at 11:59 p.m., New York City time, on April 13, 2021, unless extended (such time and date, as they may be extended, the “Expiration Time”), unless earlier terminated. You must validly tender your Notes (as defined below) at or prior to 5:00 p.m., New York City time, on March 29, 2021 (such date and time, as they may be extended, the “Early Tender Date”) to be eligible to receive the applicable Total Consideration (as defined below) plus Accrued Interest (as defined below). If you validly tender your Notes after the applicable Early Tender Date but prior to or at the Expiration Time, you will only be eligible to receive the applicable Late Tender Offer Consideration (as defined below) plus Accrued Interest. Notes may be withdrawn in accordance with the terms of the Offer at any time at or prior to, but not after, 5:00 p.m., New York City time, on March 29, 2021 (such date and time, as they may be extended, the “Withdrawal Deadline”). The Expiration Time, Early Tender Date, Withdrawal Deadline and other terms of the Offer may be amended with respect to one Series of Notes without changing the relevant provision with respect to the other Series of Notes. The Offer is subject to the terms and conditions of the Offer to Purchase (as defined below), including the satisfaction or waiver of certain conditions described under the header “The Offer—Conditions” in the Offer to Purchase.

Upon the terms and subject to the conditions described in the Offer to Purchase, dated March 16, 2021 (as amended or supplemented, the “Offer to Purchase”) and this letter of transmittal (as amended or supplemented, the “Letter of Transmittal”), the Company hereby offers to purchase for cash (the “Offer”) its outstanding 4.500% Subordinated Notes due 2024 (the “Subordinated Notes”) and its 3.60% Senior Notes due 2022 (the “Senior Notes” and, together with the Subordinated Notes, the “Notes” and each a “Series” of Notes) up to the aggregate maximum principal amount (each a “Tender Cap”) in the table listed in the Offer to Purchase (individually, a “Holder” or “you” and, collectively, the “Holders”). Capitalized terms used but not otherwise defined herein shall have the meaning provided in the Offer to Purchase.

In addition to the applicable Total Consideration or Late Tender Offer Consideration, Holders whose Notes are accepted for purchase will be entitled to receive accrued and unpaid interest, in each case, up to, but not including, the applicable Settlement Date (as defined in the Offer to Purchase).

This Letter of Transmittal is for use in connection with tenders of the Notes listed in the table below pursuant to the Offer unless Holders are tendering Notes through the Automated Tender Offer Program (“ATOP”) of The Depository Trust Company (“DTC”). This Letter of Transmittal should be completed, signed and sent, together with all other required documents, to Global Bondholder Services Corporation (the “Tender Agent”) at its address set forth below. **This Letter of Transmittal need not be completed by Holders tendering Notes through ATOP.**

The Tender Agent and Information Agent for the Offer is:

Global Bondholder Services Corporation

By Regular, Registered or Certified Mail;

Hand or Overnight Delivery:

65 Broadway, Suite 404

New York, NY 10006

Attention: Corporate Actions

By Facsimile:

(For Eligible Institutions only):

(212) 430-3775 or (212) 430-3779

To confirm receipt of facsimile

by telephone: (212) 430-3774

Banks and Brokers call: (212) 430-3774

Toll-free: (866) 924-2200

Email: contact@gbsc-usa.com

Any questions or requests for assistance or additional copies of this Letter of Transmittal, the Offer to Purchase or other related materials may be directed to the Tender Agent at the address and telephone numbers set forth above.

Delivery of this Letter of Transmittal to an address other than as set forth on the back cover of this Letter of Transmittal, or transmission of this Letter of Transmittal via a facsimile number other than as set forth on the back cover of this Letter of Transmittal, will not constitute a valid delivery to the Tender Agent.

The instructions accompanying this Letter of Transmittal should be read carefully and in their entirety before this Letter of Transmittal is completed. Any questions concerning the terms of the Offer may be directed to Piper Sandler & Co. (the “Dealer Manager”) at the address and telephone numbers that appear on the back cover of this Letter of Transmittal. Questions and requests for assistance or for additional copies of the Offer to Purchase, this Letter of Transmittal or other related materials may be directed to the Tender Agent, whose address and telephone numbers appear on the front and back covers of this Letter of Transmittal.

Tender of the Notes held through DTC may be made pursuant to the procedures described under “The Offer—Procedure for Tendering Notes—Tender of Notes Held Through DTC” in the Offer to Purchase. This Letter of Transmittal is being supplied only for informational purposes to persons who tender Notes through ATOP.

This Letter of Transmittal is to be used by Holders if a tender of Notes is 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—Procedure for Tendering Notes” by any financial institution that is a participant in DTC and whose name appears on a security position listing as the owner of Notes.

All of the Notes are held in book-entry form through the facilities of DTC. If a Holder desires to tender Notes, the Holder must transfer such Notes through ATOP, for which the transaction will be eligible, or deliver to the Tender Agent a properly completed Letter of Transmittal, together with any other documents required by this Letter of Transmittal, and deliver the tendered Notes by book-entry transfer. Upon receipt of such Holder’s acceptance through ATOP, DTC will verify the acceptance and send an agent’s message (as defined in the Offer to Purchase) to the Tender Agent for its acceptance. A Holder who holds Notes through a broker, dealer, commercial bank, trust company or other nominee, should contact such custodian or nominee if they wish to tender their Notes.

Holders desiring to tender Notes must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC prior to the Expiration Time or the Early Tender Date, as the case may be. For a description of certain procedures to be followed in order to tender Notes through ATOP, please see “The Offer—Procedure for Tendering Notes” in the Offer to Purchase and the Instructions to this Letter of Transmittal.

Tenders of Notes made prior to the Withdrawal Deadline may be validly withdrawn at any time at or prior to the Withdrawal Deadline, but not thereafter. Holders that tender their Notes after the Withdrawal Deadline but before the Expiration Time will not be able to withdraw the tender of their Notes. Subject to applicable law and regulation, the Company may amend the Offer or increase, decrease or eliminate one or both of the Tender Caps without reinstating withdrawal rights or extending the Withdrawal Deadline. If the Company extends the Withdrawal Deadline, it will allow previously tendered Notes to be withdrawn for a period of time following the date that notice of such amendment is first published or given to Holders that the Company reasonably believes gives Holders a reasonable opportunity to consider the amendment and implement the withdrawal procedures described below. The Company may extend or amend the Offer with respect to one or both Series of Notes.

Holders of Notes who wish to be eligible to receive the applicable Total Consideration, which includes the Early Tender Premium, as set forth in the Offer to Purchase, must validly tender and not validly withdraw their Notes at or prior to the Early Tender Date. Holders who validly tender their Notes following the Early Tender Date but at or prior to the Expiration Time, and whose Notes are accepted for purchase, will receive the Late Tender Offer Consideration (which does not include an Early Tender Premium), as set forth in the Offer to Purchase. All Holders of Notes accepted for purchase will also receive accrued and unpaid interest on the Notes up to, but not including, the applicable Settlement Date (the “Accrued Interest”).

In the event the Offer is terminated, withdrawn or otherwise not completed, none of the Total Consideration or Late Tender Offer Consideration will be paid or become payable and any tendered Notes will be promptly returned to the tendering Holders.

The Offer to Purchase and this Letter of Transmittal do not constitute an offer to buy or the solicitation of an offer to sell Notes in any jurisdiction in which such offer or solicitation is unlawful. In those jurisdictions 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 Manager or one or more registered brokers or dealers licensed under the laws of such jurisdiction. Neither the delivery of the Offer to Purchase or this Letter of Transmittal nor any purchase of Notes shall, under any circumstances, create any inference that there has been no change in our affairs since the date hereof, or that the information included or incorporated by reference in the Offer to Purchase or this Letter of Transmittal is correct as of any time subsequent to the date hereof or thereof, respectively. The Company disclaims any obligation to update or revise any information contained in the Offer to Purchase or this Letter of Transmittal.

TENDER OF NOTES

List below the Notes and principal amounts of Notes being tendered. Notes may be tendered only in minimum principal amounts equal to the authorized denomination of \$1,000 and any integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes of a series must continue to hold Notes of such series in the minimum authorized denomination of \$1,000. **This form need not be completed by Holders tendering Notes through ATOP.**

DESCRIPTION OF NOTES TENDERED			
	Name(s) and Address(es) of Holder(s) or name of DTC Participant and Participant's DTC Account Number in which Notes are Held	Aggregate Principal Amount Owned by Holder*	Principal Amount Tendered
4.500% Subordinated Notes due 2024			
3.60% Senior Notes due 2020			

* Unless otherwise indicated in the column labeled "Principal Amount Tendered" and subject to the terms and conditions of the Offer, a Holder will be deemed to have tendered the entire aggregate principal amount represented by the Notes indicated in the column labeled "Aggregate Principal Amount Owned by Holder." See Instruction 4.

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

- ☐ **CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE TENDER AGENT WITH DTC, AND COMPLETE THE FOLLOWING (ONLY PARTICIPANTS IN A BOOK-ENTRY TRANSFER FACILITY MAY DELIVER NOTES BY BOOK-ENTRY TRANSFER):**

Name of Tendering Institution:

Account Number:

Transaction Code Number:

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

Ladies and Gentlemen:

The undersigned hereby tenders to the Company the aggregate principal amount of the series of Notes indicated in this Letter of Transmittal upon the terms and subject to the conditions set forth in this Letter of Transmittal and the Offer to Purchase, receipt of which is hereby acknowledged.

Subject to, and effective upon, acceptance for purchase of, and payment for, Notes tendered herewith in accordance with the terms of the Offer to Purchase (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), the undersigned hereby (a) irrevocably sells, assigns and transfers to, or upon the order of, the Company, all right, title and interest in and to all Notes that are being tendered hereby, (b) waives any and all other rights with respect to the Notes (including, without limitation, any existing or past defaults and their consequences in respect of the Notes and the indentures pursuant to which the Notes were issued), (c) releases and discharges the Company and Wilmington Trust, National Association, as trustee or successor trustee under the indentures pursuant to which the Notes were issued (the “Trustee”), from any and all claims such Holder may have now, or may have in the future, arising out of, or related to, the Notes, including, without limitation, any claims that such Holder is entitled to receive additional payments with respect to the Notes or to participate in any repurchase, redemption or defeasance of the Notes and (d) irrevocably constitutes and appoints the Tender Agent as the true and lawful agent and attorney-in-fact of such Holder (with full knowledge that the Tender Agent also acts as the agent of the Company) with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (i) transfer ownership of such Notes on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to the Company, (ii) present such Notes for transfer on the relevant security register and (iii) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Tender Agent will have no rights to, or control over, funds from the Company, except as agent for tendering Holders, for the Total Consideration or Late Tender Offer Consideration, plus any Accrued Interest, for any tendered Notes that are purchased by the Company).

The undersigned understands that Notes tendered on or prior to the Withdrawal Deadline may be withdrawn by written notice of withdrawal (or a properly transmitted “Request Message” through ATOP) received by the Tender Agent at any time at or prior to the Withdrawal Deadline, but not thereafter, unless the Offer is terminated without any Notes being purchased thereunder. Notes tendered after the Withdrawal Deadline may not be withdrawn, unless the Company makes a material change in the terms of the Offer in a manner determined by the Company, in its sole discretion, to constitute a material adverse change to the Holders of Notes, in which case the Company will disseminate additional materials and will extend the Offer to the extent required by applicable law. In the event of termination of the Offer, any Notes tendered will be returned to the tendering Holder promptly. The Company will publicly announce any such extension, amendment or termination in the manner described under “The Offer—Early Tender Date; Expiration Time; Amendment; Termination” in the Offer to Purchase.

The undersigned hereby represents and warrants that the undersigned (i) owns the Notes tendered and is entitled to tender such Notes and (ii) has full power and authority to tender, sell, assign and transfer the Notes tendered hereby and that, when the same are accepted for purchase and payment by the Company, the Company will acquire good, marketable and unencumbered title thereto, together with all the rights attached thereto, free and clear of all liens, restrictions, charges and encumbrances, and the same will not be subject to any adverse claim. The undersigned will, upon request, execute and deliver any additional documents deemed by the Tender Agent or the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby.

No authority herein conferred or agreed to be conferred shall be affected by, and all such authority shall survive, the death or incapacity of the undersigned. All obligations of the undersigned hereunder shall be binding upon the heirs, personal and legal representatives, administrators, trustees in bankruptcy, successors and assigns of the undersigned.

The undersigned understands that tender of the Notes pursuant to any of the procedures described under the caption “The Offer—Procedure for Tendering Notes” in the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions

set forth in the Offer to Purchase. The undersigned recognizes that the Company is not, nor will it be, required to accept for purchase any of the Notes tendered hereby.

For purposes of the Offer, the undersigned understands that the Company will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which the Company has waived such defect or defects) only if, as and when the Company gives oral (promptly confirmed in writing) or written notice thereof to the Tender Agent. Payment for Notes accepted for purchase pursuant to the Offer to Purchase will be made by deposit with DTC of the applicable Total Consideration or Late Tender Offer Consideration and all Accrued Interest thereon. The undersigned hereby irrevocably appoints DTC to act as agent for the purpose of receiving payment from the Company and transmitting such payment to the undersigned.

The undersigned understands that the delivery and surrender of Notes is not effective, and the risk of loss of the Notes does not pass to the Tender Agent, until receipt by the Tender Agent of this Letter of Transmittal, or a facsimile hereof, properly completed and duly executed, together with all accompanying evidences of transfer and authenticity and any other required documents in a form satisfactory to the Company.

The undersigned hereby recognizes and acknowledges that (i) all questions as to the validity, form, eligibility (including time of receipt) and acceptance for purchase of Notes will be resolved by the Company, in its sole discretion, and the Company's determination will be final and binding, (ii) the Company reserves the absolute right, in its sole discretion, to reject any or all tenders of Notes that are not in proper form or the acceptance of which may, in the Company's opinion, be unlawful, (iii) the Company reserves the absolute right to waive any condition to the Offer and any irregularities or conditions of tender as to particular Notes, (iv) the Company's interpretation of the terms and conditions of the Offer to Purchase (including, without limitation, the instructions in this Letter of Transmittal) will be final and binding, (v) unless waived, any defects or irregularities in connection with tenders of Notes must be cured within such time as the Company shall determine, (vi) none of the Company, the Tender Agent, the Trustee, the Dealer Manager or any other person shall be under any duty to give notification of defects or irregularities in such tenders of Notes or shall incur any liabilities to Holders for failure to give such notification, (vii) tenders of Notes will not be deemed to have been made until all such defects and irregularities have been waived by the Company or cured, (viii) any Notes received by the Tender Agent that are not validly tendered and as to which the irregularities have not been cured or waived will be returned by the Tender Agent to the tendering Holder, unless otherwise provided in this Letter of Transmittal, as soon as practicable following the Expiration Time, and (ix) the consummation of the Offer is conditioned on certain events as described under the caption "The Offer—Conditions of the Offer" in the Offer to Purchase.

Unless otherwise indicated herein under "Special Payment Instructions," the undersigned hereby requests that any Notes representing principal amounts not tendered be issued in the name(s) of the undersigned, and checks constituting payments for Notes purchased in connection with the Offer be issued to the order of the undersigned. Similarly, unless otherwise indicated herein under "Special Delivery Instructions," the undersigned hereby requests that any Notes representing principal amounts not tendered and checks constituting payments for Notes to be purchased in connection with the Offer be delivered to the undersigned at the address(es) shown herein. In the event that the "Special Payment Instructions" box or the "Special Delivery Instructions" box, or both, are completed, the undersigned hereby requests that any Notes representing principal amounts not tendered be issued in the name(s) of, and checks constituting payments for Notes purchased in connection with the Offer, be issued in the name(s) of, and be delivered to, the person(s) at the address(es) so indicated, as applicable. The undersigned recognizes that the Company has no obligation pursuant to the "Special Payment Instructions" box or the "Special Delivery Instructions" box to transfer any Notes from the names of the registered Holder(s) thereof if the Company does not accept for purchase any of the principal amount of such Notes so tendered.

SIGNATURE(S)**(To Be Completed By All Tendering Holders Unless an Agent's Message
Is Delivered in Connection with a Book-Entry Transfer of Notes)**

This Letter of Transmittal must be signed by the registered Holder(s) of Notes or, if tendered by a DTC participant, by the tendering DTC participant exactly as the name(s) of such Holder(s) or participant appears on a security position listing as the owner of Notes. If the 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 the Company of such person's authority to so act. See Instruction 5 below.

X _____

X _____

(Signature(s) of Holder(s) or DTC Participants)

Date: _____, 2021

Name(s): _____

(Please Print)

Capacity: _____

Address: _____

(Include Zip Code)

Telephone No.: () _____

(Include Area Code)

Email Address: _____

**PLEASE COMPLETE IRS FORM W-9 ATTACHED HERETO OR AN APPROPRIATE IRS FORM W-8,
AS APPLICABLE****MEDALLION SIGNATURE GUARANTEE (IF REQUIRED)****(See Instructions 1 and 5 below)**

Certain signatures must be guaranteed by a Medallion Signature Guarantor.

Name of Medallion Signature Guarantor: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Address of Firm (incl. Zip Code): _____

Telephone No. of Firm (incl. Area Code): _____

Date: _____, 2021

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 4, 6, 10 and 11)

To be completed ONLY if the check for the Total Consideration or Late Tender Offer Consideration of the Notes purchased, is to be issued to the order of someone other than the undersigned.

Issue: ☐ Checks

Name _____
(Please Print)

Address _____
(Include Zip Code)

(Tax Identification Number)

(Please also complete IRS Form W-9 attached hereto or an appropriate IRS Form W-8, as applicable)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 4, 6, 10 and 11)

To be completed ONLY if (1) checks for the Total Consideration or Late Tender Offer Consideration are to be sent to an address different from that of the undersigned, or (2) the Notes 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: ☐ Notes ☐ Checks

Name _____
(Please Print)

Address _____
(Include Zip Code)

(Tax Identification Number)

(Please also complete IRS Form W-9 attached hereto or an appropriate IRS Form W-8, as applicable)

Credit unpurchased Notes delivered by book-entry transfer to the DTC account set forth below:

(DTC Account Number)

Name of Account Party:

INSTRUCTIONS FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

- 1. Guarantee of Signatures.** Signatures on this Letter of Transmittal must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program (a “Medallion Signature Guarantor”), unless the Notes tendered hereby are tendered and delivered (i) by a DTC participant whose name appears on a security position listing as the owner of such Notes who has not completed any of the boxes entitled “Special Payment Instructions” or “Special Delivery Instructions” on this Letter of Transmittal, or (ii) 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 as an “Eligible Institution”). Without limiting the foregoing, unless Notes are tendered by an Eligible Institution, (i) if the signer of this Letter of Transmittal is a person other than the registered Holder or DTC participant whose name appears on a security position listing as the owner, (ii) if the payment of the Total Consideration or the Late Tender Offer Consideration, as applicable, plus Accrued Interest is being made to a person other than the registered Holder or DTC participant whose name appears on a security position listing as the owner, or (iii) Notes not accepted for purchase or not tendered are to be returned to a person other than the registered Holder or DTC participant whose name appears on a security position listing as the owner, then the signature on this Letter of Transmittal accompanying the tendered Notes must be guaranteed by a Medallion Signature Guarantor as described above. Beneficial owners whose Notes are registered in the name of a custodian bank, broker, dealer, commercial bank, trust company or other nominee must contact such custodian bank, broker, dealer, commercial bank, trust company or other nominee if they desire to tender Notes so registered. See “The Offer—Procedure for Tendering Notes” in the Offer to Purchase.
- 2. Requirements of Tender.** To tender Notes that are held through DTC, DTC participants must electronically transmit their acceptance through ATOP (and thereby tender Notes) or deliver to the Tender Agent a properly completed form of this Letter of Transmittal (pursuant to the procedures set forth in the Offer to Purchase under “The Offer—Procedure for Tendering Notes”) duly executed by such DTC participant, together with any other documents required by this Letter of Transmittal, and deliver the tendered Notes by book-entry transfer to the Tender Agent.

Any acceptance of a tender via this Letter of Transmittal is at the election and risk of the person transmitting such Letter of Transmittal and delivery will be deemed made only when such Letter of Transmittal is actually received by the Tender Agent and the related Agent’s Message for the book-entry transfer of the Notes being tendered is actually received by the Tender Agent. No documents should be sent to the Company, the trustee or the Dealer Manager.

The Tender Agent will establish an account with respect to the Notes at DTC for purposes of the Offer, and any financial institution that is a participant in DTC 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. However, although delivery of Notes may be effected through book-entry transfer into the Tender Agent’s account at DTC, an Agent’s Message, and any other required documents, must, in any case, be transmitted to and received by the Tender Agent at its address set forth on the back cover of the Offer to Purchase prior to or at the Early Tender Date in order to be eligible to receive the applicable Total Consideration, which includes the Early Tender Premium, and prior to or at the Expiration Time in order to be eligible to receive the applicable Late Tender Offer Consideration. Delivery of documents to DTC does not constitute delivery to the Tender Agent.

No alternative, conditional or contingent tenders will be accepted. All tendering Holders, by execution of this Letter of Transmittal (or a manually signed facsimile thereof), waive any right to receive any notice of the acceptance of their Notes for payment.

- 3. Withdrawal of Tenders.** Tenders of Notes made on or prior to the Withdrawal Deadline may be validly withdrawn at any time at or prior to the Withdrawal Deadline, but not thereafter, unless the Company amends the Offer, in which case withdrawal rights may be extended as the Company determines, to the extent required by law, appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment. The Company, in its sole discretion, may extend the Withdrawal Deadline for any purpose.

Notes withdrawn prior to the Withdrawal Deadline may be tendered again prior to the Early Tender Date or the Expiration Time, as applicable, in accordance with the procedures set forth herein and in the Offer to Purchase.

For a withdrawal of a tender of Notes to be valid, the Tender Agent must receive a written or facsimile transmission notice of withdrawal or a properly transmitted “Request Message” through ATOP prior to or at the Withdrawal Deadline. Any such notice of withdrawal must (a) specify the name of the person who tendered the Notes to be withdrawn (or, if tendered by book-entry transfer, the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes), (b) contain the description of the Notes to be withdrawn and the aggregate principal amount represented by such Notes, (c) if other than a notice transmitted through ATOP, be signed by the Holder of such Notes in the same manner as the original signature on the Letter of Transmittal by which such Notes were tendered (including any required signature guarantees), or be accompanied by (x) documents of transfer sufficient to have the trustee for such Notes register the transfer of the Notes into the name of the person withdrawing such Notes and (y) a properly completed irrevocable proxy authorizing such person to effect such withdrawal on behalf of such Holder, and (d) specify the name in which such Notes are to be registered if different from the person who tendered such Notes pursuant to such documents of transfer (or, in the case of Notes transferred by book-entry transfer, the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes).

A withdrawal of Notes may only be accomplished if done so at or prior to the Withdrawal Deadline and in accordance with the foregoing procedures and those set forth in the Offer to Purchase under “The Offer—Withdrawal Rights.”

Subject to applicable law and regulation, the Company may increase, decrease or eliminate the Tender Caps, in its sole discretion, and is not required to extend the Withdrawal Deadline in connection with any such increase, decrease or elimination. Increasing the Tender Caps will increase the amount of Notes that may be accepted for purchase by the Company, subject to proration. If Holders tender more Notes than they expect to be accepted for purchase by the Company and the Company subsequently increases the Tender Cap(s), at or after the Withdrawal Deadline, such Holders will not be able to withdraw any of their previously tendered Notes. **Accordingly, Holders should not tender any Notes that they do not wish to be accepted for purchase.**

The Company will not be able to definitively determine whether the Offer is oversubscribed or what the effects of proration may be with respect to the Notes until after the Early Tender Date or the Expiration Time has passed, as applicable.

If the Company makes a material change in the terms of the Offer or waives a material condition of the Offer, the Company will disseminate additional materials related to the Offer and extend the Offer to the extent required by law. In addition, the Company may, if it deems appropriate, extend the Offer for any other reason. Any extension, amendment or termination will be followed promptly by public announcement thereof. The announcement in the case of an extension of the Offer will be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Early Tender Date or Expiration Time, as applicable. Without limiting the manner in which the Company may choose to make a public announcement of any extension, amendment or termination of the Offer, the Company will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by issuing a press release or such other means of announcement as the Company deems appropriate. For additional information, see “The Offer—Early Tender Date; Expiration Time; Extension; Amendment; Termination” in the Offer to Purchase.

Holders should note that, if a custodian bank, broker, dealer, commercial bank, trust company or other nominee holds its Notes, such nominee may have an earlier deadline or deadlines for accepting the applicable Notes. Holders should promptly contact the custodian bank, broker, dealer, commercial bank, trust company or other nominee that holds their Notes to determine its deadline or deadlines.

- 4. Partial Tenders.** Tenders of the Notes will be accepted for purchase only in minimum principal amounts equal to \$1,000 and integral multiples of \$1,000 in excess thereof. If less than the entire principal amount of the Notes of a series is tendered, the tendering Holder must fill in the principal amount tendered in the last column of the box entitled “Description of Notes Tendered” herein. If the entire principal amount of Notes of a series is not tendered or not accepted for purchase, the principal amount of such Notes not tendered or not accepted for purchase will be promptly returned by credit to the account at DTC designated in the agent’s message or Letter of Transmittal unless otherwise requested by such Holder under “Special Delivery Instructions” in this Letter of Transmittal. If a Holder tenders less than all of the Notes of a particular series owned by such Holder, the Holder will also be deemed to have represented and warranted that, immediately following such tender, such Holder

beneficially owns Notes of such series in an aggregate principal amount of \$1,000 or in an integral multiple of \$1,000 in excess thereof (as set forth in the Offer to Purchase under “The Offer—Procedure for Tendering Notes”).

5. **Signatures on this Letter of Transmittal, Bond Powers and Endorsement.** The signatures on this Letter of Transmittal must correspond with the name(s) shown on a security position listing as the owner of the Notes tendered hereby.

If this Letter of Transmittal is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and the proper evidence satisfactory to the Company of their authority so to act must be submitted with this Letter of Transmittal.

6. **Special Payment and Delivery Instructions.** Tendering Holders should indicate in the applicable box or boxes the name and address to which checks constituting payments for Notes to be purchased in connection with the Offer (or to which Notes for principal amounts not tendered or not accepted for purchase) are to be issued or sent, if different from the name and address of the registered Holder or the DTC participant signing this Letter of Transmittal. In the case of issuance in a different name, the taxpayer identification or social security number of the person named must also be indicated. Notes not tendered or not accepted for purchase will be promptly returned by crediting the account at DTC designated above, unless otherwise requested by such Holder under “Special Delivery Instructions” in this Letter of Transmittal. The Company has no obligation pursuant to the Special Payment Instructions box or the Special Delivery Instructions box to transfer any Notes from the name of the Holder thereof if the Company does not accept for purchase any of the Notes so tendered pursuant to the Offer. In addition, if satisfactory evidence of payment of transfer taxes or exemption from payment of transfer taxes arising from such Special Payment Instructions or Special Delivery Instructions is not submitted, then the amount of that transfer tax will be deducted from the Total Consideration or the Tender Offer Consideration, as applicable, otherwise payable to the tendering Holder.
7. **Proration.** The amount of a series of Notes that may be purchased in the Offer may be prorated in the circumstances and in the manner described in the Offer to Purchase. When proration of a series of tendered Notes is required, the aggregate amount of Notes of such series tendered by a Holder will be multiplied by the proration rate and then rounded down to avoid the purchase of Notes in a principal amount other than \$1,000 or an integral multiple of \$1,000 in excess thereof. If after applying the proration rate the Holder is entitled to a credit or return of a portion of its tendered Notes of a series that is less than \$1,000 then all of the Notes of such series tendered by the Holder will be accepted without proration (subject to the applicable Tender Caps). In no event will the aggregate purchase price of the applicable Notes exceed the applicable Tender Caps. If proration of a series of tendered Notes is required, the Company will determine the final proration rate as soon as practicable after the Early Tender Date or the Expiration Time, as applicable, and will announce the results of proration by press release. A separate tender instruction must be submitted on behalf of each beneficial owner of the Notes given the possibility of proration.
8. **Irregularities.** All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders and withdrawals of Notes will be determined by the Company in its sole discretion, the determination of which shall be final and binding. Alternative, conditional or contingent tenders will not be considered valid. The Company reserves the right, in its sole discretion, to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in its opinion, be unlawful. The Company also reserves the right, in its sole discretion, to waive any defects, irregularities or conditions of tender as to particular Notes or to grant Holders an opportunity to cure any defect or irregularity in connection with tenders within such time as it determines. A waiver of one defect does not obligate waivers of other defects. Tenders of Notes shall not be deemed to have been made until all defects and irregularities have been waived by the Company or cured. None of the Company, the Dealer Manager, the Tender Agent 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 Holders for failure to give any such notice. The Company’s interpretations of the terms and conditions of the Offer will be final and binding.
9. **Waiver of Conditions.** The Company reserves the right, subject to applicable law and regulation, to (i) waive any and all conditions to the Offer, (ii) extend or terminate the Offer, (iii) increase, decrease or eliminate the Tender Caps or (iv) otherwise amend the Offer in any respect.

- 10. Taxpayer Identification Number and Internal Revenue Service (“IRS”) Form W-9 or IRS Form W-8; Backup Withholding.** Under current U.S. federal income tax law, the Tender Agent may be required to withhold on certain amounts paid to tendering Holders (or other payees) pursuant to the Offer. To avoid such backup withholding (currently at a rate of 24%), each tendering Holder of Notes (or other payee) should properly complete and timely provide to the Tender Agent the enclosed IRS Form W-9 (in the case of a U.S. Holder or other U.S. payee) or an appropriate IRS Form W-8 (in the case of a Holder that is not a U.S. person or other non-U.S. payee), in each case, in accordance with the instructions thereto, or otherwise establish an exemption from backup withholding.

Certain Holders (and other payees) are exempt from these backup withholding and reporting requirements, including, among others, certain corporations and certain foreign persons. An exempt U.S. Holder (or other U.S. payee) should indicate its exempt status on the enclosed IRS Form W-9, in accordance with the instructions thereto. A Holder (or other payee) that is not a U.S. person may establish its exemption from backup withholding by submitting to the Tender Agent a properly completed and executed applicable IRS Form W-8, which may be obtained from the Tender Agent or via the IRS website (<http://www.irs.gov>).

Failure to provide the required information on the IRS Form W-9 or IRS Form W-8 (as applicable) may subject a Holder (or other payee) to penalties imposed by the IRS and backup withholding on any payment made pursuant to the Offer at the applicable rate. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be refunded or credited against the Holder’s (or such other payee’s) U.S. federal income tax liability, if any, provided the required information is timely furnished to the IRS.

As described in the Offer to Purchase, a tendering Holder (or other payee) that is not a U.S. person should provide to the Tender Agent a properly completed and executed appropriate IRS Form W-8 in order to establish that it is exempt from, or entitled to a reduced rate of, U.S. federal withholding tax with respect to any payments in respect of accrued interest paid to such Holder or other non-U.S. payee.

Each Holder should consult its own tax advisors for further guidance regarding the completion of IRS Form W-9, IRS Form W-8BEN, IRS Form W-8BEN-E, or other appropriate IRS Form W-8, as applicable, to claim exemption from U.S. federal withholding taxes.

- 11. Transfer Taxes.** Except as set forth in this Instruction 11, the Company will pay or cause to be paid any transfer taxes with respect to the transfer and sale of Notes to the Company, or to its order, pursuant to the Offer. If, however, payment of the Total Consideration or the Late Tender Offer Consideration, as the case may be, is to be made to, or if Notes 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 Notes are registered in the name of any person(s) other than the person(s) signing this Letter of Transmittal, or if a transfer tax is imposed for any reason other than the transfer and sale of Notes to the Company, or to its order, pursuant to the Offer, the amount of any such transfer taxes (whether imposed on the registered Holder(s) or any other person(s)) will be billed directly to, or deducted from the Total Consideration or the Late Tender Offer Consideration, as the case may be, otherwise payable to, the relevant Holder, unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted. Payment of any such taxes remains the responsibility of the requesting Holder, and the Company shall be under no obligation to honor any such instruction unless and until any such taxes are paid and satisfactory evidence of such payment is presented.

The Tender Agent and Information Agent for the Offer is:

Global Bondholder Services Corporation

By Regular, Registered or Certified Mail;

Hand or Overnight Delivery:

65 Broadway, Suite 404

New York, NY 10006

Attention: Corporate Actions

By Facsimile:

(For Eligible Institutions only):

(212) 430-3775 or (212) 430-3779

To confirm receipt of facsimile

by telephone: (212) 430-3774

Banks and Brokers call: (212) 430-3774

Toll-free: (866) 924-2200

Email: contact@gbsc-usa.com

Any questions or requests for assistance or additional copies of this Letter of Transmittal, the Offer to Purchase or other related materials may be directed to the Tender Agent at the address and telephone numbers set forth above. Beneficial owners also may contact the Dealer Manager at the address and telephone numbers set forth below or their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Dealer Manager for the Offer is:

PIPER SANDLER

1251 Avenue of the Americas, 6th Floor

New York, New York 10020

866-805-4128 (toll-free)

212-466-7807 (collect)

Attn: Liability Management Group

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one 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) ► _____ Note: 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 not 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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

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.

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	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification.
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	(P= Partnership; C= C corporation; or S= S corporation)
• 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.	
• 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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 indicate 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 ⁴

For this type of account:	Give name and SSN of:
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
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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:** 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at

www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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.