

Letter of Transmittal



SOMPO INTERNATIONAL

Sompo International Holdings Ltd.
(successor to Endurance Specialty Holdings Ltd.)

Pursuant to Offer to Purchase for Cash Any and All of its Outstanding
7.00% Senior Notes due 2034 (CUSIP / ISIN Nos. 29267HAA7 / US29267HAA77)

THE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON JUNE 26, 2019, UNLESS IT IS EXTENDED OR EARLIER TERMINATED (AS SUCH TIME AND DATE MAY BE EXTENDED OR TERMINATED, THE “EXPIRATION TIME”). HOLDERS OF NOTES WHO DESIRE TO PARTICIPATE IN THIS OFFER MUST (I) VALIDLY TENDER THEIR 7.00% SENIOR NOTES DUE 2034 (THE “NOTES”) AT OR PRIOR TO THE EXPIRATION TIME OR (II) DELIVER A PROPERLY COMPLETED NOTICE OF GUARANTEED DELIVERY, AS DEFINED BELOW, AND ALL OTHER REQUIRED DOCUMENTS AT OR PRIOR TO THE EXPIRATION TIME AND VALIDLY TENDER THEIR NOTES AT OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE SECOND BUSINESS DAY AFTER THE EXPIRATION TIME (AS SUCH TIME AND DATE MAY BE EXTENDED OR TERMINATED, THE “GUARANTEED DELIVERY TIME”) PURSUANT TO THE GUARANTEED DELIVERY PROCEDURES DESCRIBED IN THE OFFER TO PURCHASE AND HEREIN. TENDERS OF NOTES MAY BE WITHDRAWN AT ANY TIME AT OR PRIOR TO THE WITHDRAWAL DEADLINE, AS DEFINED BELOW, BUT (EXCEPT AS PROVIDED HEREIN) NOT THEREAFTER. THE OFFER IS SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS, AS SET FORTH IN THE OFFER TO PURCHASE, AS DEFINED BELOW, UNDER THE HEADING “THE OFFER—CONDITIONS OF THE OFFER.”

The Information Agent for the Offer is:

Global Bondholder Services Corporation

65 Broadway, Suite 404
New York, New York 10006
Attention: Corporate Actions
Banks and Brokers Call: (212) 430-3774
Toll-Free: (866)-470-4300

The Depository Agent for the Offer is:

Global Bondholder Services Corporation

By Facsimile:
(For Eligible Institutions only):
(212) 430-3775/3779
Confirmation:
(212) 430-3774

Email: contact@gbsc-usa.com

By Mail:
65 Broadway, Suite 404
New York, New York 10006

By Overnight Courier:
65 Broadway, Suite 404
New York, New York 10006

By Hand:
65 Broadway, Suite 404
New York, New York 10006

Delivery of this Letter of Transmittal to an address, or transmission via facsimile to a number, other than as set forth above, will not constitute a valid tender of the Notes. The instructions contained in this Letter of Transmittal should be read carefully before this Letter of Transmittal is completed and signed.

All capitalized terms used and not defined in this Letter of Transmittal shall have the same respective meanings ascribed to them in the Offer to Purchase.

IMPORTANT INFORMATION

This Letter of Transmittal is to be used by each registered Holder of Notes desiring to tender their Notes pursuant to Sompo International Holdings Ltd.'s offer to purchase for cash (the "Offer") any and all outstanding Notes, unless such Holder is executing the tender through The Depository Trust Company's ("DTC") Automated Tender Offer Program ("ATOP") as described below.

Holders who wish to be eligible to receive the Total Consideration and Accrued Interest pursuant to the Offer must (i) validly tender their Notes at or prior to the Expiration Time or (ii) deliver a properly completed Notice of Guaranteed Delivery and all other required documents at or prior to the Expiration Time and validly tender their Notes pursuant to the guaranteed delivery procedures described in the Offer to Purchase and the Instructions to this Letter of Transmittal at or prior to the Guaranteed Delivery Time.

Holders whose Notes are accepted for purchase in the Offer will receive the Total Consideration, plus Accrued Interest. Payment for Notes validly tendered in the Offer and accepted by the Company for purchase will be made on the Settlement Date or, in the case of Notes validly tendered through the guaranteed delivery procedures described in the Offer to Purchase and the Instructions to this Letter of Transmittal, the Guaranteed Delivery Settlement Date, unless the Offer is terminated.

This Letter of Transmittal is to be completed by a Holder desiring to tender Notes unless such Holder is executing the tender through DTC's ATOP. A Holder tendering through ATOP does not need to complete a Letter of Transmittal. Participants of DTC that are accepting the Offer must transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the Tender Agent's account at DTC. DTC will then send an "Agent's Message" to the Tender Agent for its acceptance. Delivery of the Agent's Message by DTC will satisfy the terms of the Offer in lieu of execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message.

The Offer is subject to the satisfaction or waiver of certain conditions specified in the Offer to Purchase.

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

For a description of certain procedures to be followed in order to tender Notes (through ATOP or otherwise), see "The Offer—Procedure for Tendering Notes" in the Offer to Purchase and the Instructions in this Letter of Transmittal. A Holder who desires to tender Notes but who cannot comply with the procedures set forth in the Offer to Purchase for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following procedures for guaranteed delivery set forth in the Offer to Purchase under the heading "The Offer—Procedures for Tendering Notes—Guaranteed Delivery" and in the Instructions to this Letter of Transmittal, including physical delivery of the Notice of Guaranteed Delivery to the Tender Agent.

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

1. complete the box below entitled "*Method of Delivery*";
2. complete the box below entitled "*Description of Notes Tendered*";
3. sign this Letter of Transmittal by completing the box entitled "*Please Sign Here*";

4. if appropriate, check and complete the boxes relating to the “*Special Payment Instructions*” and “*Special Delivery Instructions*”; and
5. if required, complete the attached Form W-9 or an applicable Internal Revenue Service (“IRS”) Form W-8.

The Offer is not being made to (nor will the surrender of Notes for purchase in the Offer be accepted from or on behalf of) Holders in any jurisdiction in which the making or acceptance of the Offer or the solicitation would not be in compliance with the laws of such jurisdiction.

METHOD OF DELIVERY

CHECK HERE IF PHYSICAL CERTIFICATES FOR TENDERED NOTES ARE BEING DELIVERED WITH THIS LETTER OF TRANSMITTAL.

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

Name of Tendering Institution:

DTC Participant Number: _____

Account Number: _____ Transaction Code Number: _____

CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY THAT WAS PREVIOUSLY DELIVERED TO THE TENDER AGENT AND COMPLETE THE FOLLOWING:

Name of Tendering Holder(s):

Date of Execution of Notice of Guaranteed Delivery:

Name of Eligible Institution that Guaranteed Delivery:

Tenders of Notes will be accepted only in principal amounts equal to \$1,000 or integral multiples of \$1,000 thereafter. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$1,000 principal amount. This form should be completed by registered Holders in certificated form. DTC participants must tender Notes through ATOP and should not complete this Letter of Transmittal.

DESCRIPTION OF NOTES TENDERED			
Name(s) and Address(es) of Holder(s) (Please fill in, if blank)*	Certificate Number(s)**	Aggregate Principal Amount Represented	Principal Amount Tendered***
	TOTAL PRINCIPAL AMOUNT OF NOTES		
<p>* The names and addresses of the registered Holders should be printed, if not already printed above, exactly as they appear on the Notes being tendered.</p> <p>** Need not be completed by Holders tendering by book-entry transfer (see below).</p> <p>*** Unless otherwise specified, it will be assumed that the entire aggregate principal amount of Notes indicated in the column labeled “<i>Aggregate Principal Amount Represented</i>” is being tendered.</p>			

NOTE: SIGNATURES MUST BE PROVIDED BELOW

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

SETTLEMENT DATE; GUARANTEED DELIVERY SETTLEMENT DATE

In respect of the Notes validly tendered and accepted for purchase in the Offer, the Company will pay the Total Consideration on the Settlement Date (as defined below) or the Guaranteed Delivery Settlement Date (as defined below), as applicable, plus Accrued Interest.

The Settlement Date is currently expected to be one business day after the Expiration Time, unless extended or earlier terminated by the Company in its sole discretion (the "Settlement Date"). The Guaranteed Delivery Settlement Date is currently expected to be two business days after the Settlement Date, unless extended or earlier terminated by the Company in its sole discretion (the "Guaranteed Delivery Settlement Date").

Holders of all Notes validly tendered and accepted for purchase in the Offer will, on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, receive the Total Consideration plus Accrued Interest.

The Company retains the right to extend the Offer with respect to the Notes for any reason.

Ladies and Gentlemen:

By execution of this Letter of Transmittal, the undersigned acknowledges receipt of the Offer to Purchase (as it may be amended from time to time, the "Offer to Purchase"), dated June 20, 2019, of Sompo International Holdings Ltd. (successor to Endurance Specialty Holdings Ltd.) (the "Company"), this related Letter of Transmittal and its instructions (as it may be amended from time to time, the "Letter of Transmittal") and the related Notice of Guaranteed Delivery ((as it may be amended from time to time, the "Notice of Guaranteed Delivery" and, collectively with the Offer to Purchase and the Letter of Transmittal, the "Offer Documents"), which collectively constitute the Company's offer to purchase for cash (the "Offer") any and all outstanding Notes, upon the terms and subject to the conditions set forth in the Offer to Purchase. The Total Consideration for each \$1,000 principal amount of Notes validly tendered and accepted for payment pursuant to the Offer is as set forth in the Offer to Purchase. Payment of the Total Consideration and accrued and unpaid interest from and including the last interest payment date to, but excluding, the Settlement Date ("Accrued Interest") with respect to Notes that are validly tendered in the Offer and accepted for purchase by the Company will be made on the Settlement Date or, in the case of Notes validly tendered through the guaranteed delivery procedures described in the Offer to Purchase and the Instructions to this Letter of Transmittal, the Guaranteed Delivery Settlement Date, in each case unless such Notes are validly withdrawn at or prior to the Withdrawal Deadline or the Offer is terminated at or prior to the Expiration Time.

For the avoidance of doubt, interest will cease to accrue on the Settlement Date for all Notes accepted in the Offer, including any such Notes tendered through the guaranteed delivery procedures described in the Offer to Purchase and the Instructions to this Letter of Transmittal. As a result, Notes tendered through the guaranteed delivery procedures will not receive accrued interest from the Settlement Date through the Guaranteed Delivery Settlement Date. The Settlement Date is currently expected to be one business day after the Expiration Time, unless extended or earlier terminated by the Company in its sole discretion, and the Guaranteed Delivery Settlement Date is currently expected to be the third business day following the Expiration Time, unless extended or earlier terminated by the Company in its sole discretion. The Total Consideration, plus Accrued Interest, for Notes purchased in the Offer will be paid in same-day funds on the Settlement Date or the Guaranteed Settlement Date, as applicable.

All capitalized terms used and not defined in this Letter of Transmittal shall have the same respective meanings ascribed to them in the Offer to Purchase.

Upon the terms and subject to the conditions of the Offer, the undersigned hereby tenders to the Company the principal amount of Notes indicated above. Subject to, and effective upon, the acceptance for purchase of, and the payment for, the principal amount of Notes tendered pursuant to this Letter of Transmittal, the undersigned hereby sells, assigns and transfers to, or upon the order of, the Company, all right, title and interest in and to all of the Notes that are being tendered pursuant to this Letter of Transmittal and accepted for purchase in the Offer pursuant to the terms of the Offer Documents. The undersigned also hereby waives any and all other rights with respect to such Notes (including, without limitation, any existing or past defaults and their consequences in respect of the Notes and the Indenture) and releases and discharges the Company from any and all claims the undersigned may have now, or may have in the future, arising out of, or related to, the Notes, including, without limitation, any claims that the undersigned is entitled to receive additional principal or interest payments with respect to such Notes or to participate in any repurchase, redemption or defeasance of the Notes. The undersigned hereby irrevocably constitutes and appoints the Tender Agent as the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Tender Agent also acts as the agent of the Company) with respect to such Notes, with full power of substitution and resubstitution (such power-of-attorney being deemed to be an irrevocable power coupled with an interest) to (1) deliver such Notes, or transfer ownership of such Notes on the account books maintained by DTC, together with all accompanying evidences of transfer and authenticity, to or upon the order of the Company, (2) present such Notes for transfer on the register and (3) receive all benefits and otherwise all rights of beneficial ownership of such Notes, including receipt of funds for the Total Consideration and Accrued Interest for any Notes tendered pursuant to the Offer that are purchased by the Company and transfer such funds to the undersigned, all in accordance with the terms of the Offer.

Tendered Notes may be validly withdrawn, subject to the procedures described in the Offer to Purchase and Instruction 1 in this Letter of Transmittal, at or prior to the Withdrawal Deadline, but not thereafter. The Withdrawal Deadline is any time at or prior to the earlier of (i) the Expiration Time and (ii) in the event that the

Offer is extended, the 10th business day after commencement of the Offer; provided that Notes tendered pursuant to the Offer may also be 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 of commencement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Notes tendered pursuant to this Letter of Transmittal and that when such Notes are accepted for purchase and payment by the Company in the Offer, the Company will acquire good, marketable and unencumbered title to such Notes, free and clear of all liens, restrictions, charges and encumbrances, that none of such Notes will be subject to any adverse claim or right, and that the undersigned will cause the Notes to be delivered in accordance with the Offer. The undersigned, upon request, will execute and deliver all additional documents deemed by the Tender Agent or by the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered pursuant to this Letter of Transmittal.

The undersigned understands that tenders of Notes pursuant to any of the procedures described in the Offer Documents will constitute the undersigned's acceptance of the terms and conditions of the Offer. The Company's acceptance of such Notes for purchase in the Offer will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Offer. All authority conferred or agreed to be conferred by this Letter of Transmittal shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Letter of Transmittal shall be binding upon the undersigned's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

For purposes of the Offer, tendered Notes will be deemed to have been accepted for purchase, if, as of and when the Company gives oral or written notice of acceptance to the Tender Agent. The undersigned understands that the Company's obligation to accept for purchase and pay the Total Consideration, plus Accrued Interest, for Notes validly tendered in the Offer and not validly withdrawn prior to the Withdrawal Deadline is subject to, and conditioned upon, the satisfaction of certain conditions. These conditions are more fully described in the Offer to Purchase under the caption "The Offer—Conditions of the Offer." The Company reserves the right, in its sole discretion, subject to applicable law, to waive any and all of the conditions to the Offer at any time as set forth in the Offer to Purchase under the caption "The Offer—Conditions of the Offer."

Unless indicated otherwise in the box entitled "*Special Payment Instructions*," the Tender Agent will issue the check for the Total Consideration plus Accrued Interest, payable on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, with respect to Notes accepted for purchase in the Offer, and return any certificates for Notes not tendered or not accepted for purchase in the Offer, in the name(s) of the registered Holder(s) appearing above in the box entitled "*Description of Notes Tendered*." Similarly, unless indicated otherwise in the box entitled "*Special Delivery Instructions*," the Tender Agent will mail the check for the Total Consideration, plus Accrued Interest, with respect to Notes accepted for purchase in the Offer, together with any certificates for Notes not tendered or not accepted for purchase in the Offer (and any accompanying documents, as appropriate) to the address(es) of the registered Holder(s) appearing above in the box entitled "*Description of Notes Tendered*." If both the "*Special Payment Instructions*" box and the "*Special Delivery Instructions*" box are completed, the Tender Agent will issue the check for the Total Consideration, plus Accrued Interest, with respect to any Notes accepted for purchase in the Offer and return any certificates for Notes not tendered or not accepted for purchase in the Offer in the name(s) of, and will mail the check and any such Notes not tendered or not accepted for purchase in the Offer to, the person(s) at the address(es) so indicated. The undersigned recognizes that the Company has no obligation pursuant to the "*Special Payment Instructions*" box provision of this Letter of Transmittal to transfer any Note from the name of the registered Holder(s) of the Note if the Company does not accept for purchase in the Offer any of the principal amount of such Notes.

The undersigned understands that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender Agent, until receipt by the Tender Agent of this Letter of Transmittal (or a facsimile of this Letter of Transmittal), properly completed and duly executed, or a properly transmitted Agent's Message, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tendered Notes pursuant to the procedures described above will be determined by the Company in its sole discretion (whose determination shall be final and binding).

As described in the Offer to Purchase, the Company expressly reserves the right, at any time or from time to time, regardless of whether or not any or all of the General Conditions for the Offer shall have been satisfied, subject to applicable law, (a) to extend the Expiration Time, (b) to amend the Offer in any respect (including, without limitation, to change the Fixed Spread) or (c) to terminate the Offer at or prior to the Expiration Time and return the Notes tendered pursuant thereto, in each case by giving written or oral notice of such extension, amendment or termination to the Tender Agent. Any extension, amendment or termination of the Offer will be followed as promptly as practicable by public announcement thereof, the announcement in the case of an extension of the Expiration Time to be issued no later than 9:00 a.m., New York City time, on the first business day after the previously scheduled Expiration Time.

With respect to any change in the consideration offered for the Notes, the Company will extend the Expiration Time by at least five business days, if the Offer would otherwise expire during such period. If the terms of the Offer are otherwise amended in a manner determined by the Company to constitute a material change, the Company will extend the Offer by at least three business days, if the Offer would otherwise expire during such period. The Company will announce any such change in a press release issued at least three business days or, in the case of a change in the Purchase Price, at least five business days prior to the expiration of the Offer and prior to 10:00 A.M., New York City time, on the first day of such five- or three-business day period, as applicable. As used in this Letter of Transmittal, “business day” means any day that is not a Saturday, a Sunday or a federal holiday. Without limiting the manner in which any public announcement may be made, the Company shall have no obligation 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.

In the event of a termination of the Offer, Notes validly tendered pursuant to the Offer will be returned to the tendering Holders promptly (or, in the case of Notes tendered by book-entry transfer, such Notes will be credited to the account maintained at DTC from which such Notes were delivered).

PLEASE SIGN HERE

**(To Be Completed By All Tendering Holders of Notes
Regardless of Whether Notes Are Being Physically Delivered With this Letter of Transmittal)**

Must be signed by the registered Holder(s) exactly as their name(s) appear(s) on (a) certificate(s) for the Notes or (b) a security position listing as the owner of Notes on the books of DTC or its participants. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, agent 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 4.

If the signature appearing below is not of the registered Holder(s), then the registered Holder(s) must sign a valid proxy. See Instruction 1 below.

X _____

X _____

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

Dated: _____, 2019

Name(s): _____

(Please Print)

Capacity (full title): _____

Address: _____

(Including Zip Code)

Area Code and Telephone No.: _____

IMPORTANT: COMPLETE FORM W-9 OR APPLICABLE FORM W-8

SIGNATURE GUARANTEE

Certain signatures must be guaranteed by a Medallion Signature Guarantor. See Instruction 4 below.

(Name of Eligible Institution Guaranteeing Signature(s))

(Address, including Zip Code, and Telephone Numbers (including area code) of Firm)

(Authorized Signature)

(Printed Name)

(Title)

Dated: _____, 2019

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

To be completed ONLY if certificates for Notes in a principal amount not tendered or not accepted for purchase in the Offer and/or the check for the Total Consideration, plus Accrued Interest, are to be issued in the name of someone other than the undersigned, or if Notes are to be returned by credit to an account maintained by DTC other than the account designated above.

Issue: Notes Check to:

Name _____
(Please Print)

Address _____

(Zip Code)

Taxpayer Identification Number

(Such person(s) must also complete a Form W-9, a Form W-8BEN, a Form W-8BEN-E, a Form W-8ECI or a Form W-8IMY, as applicable)

Credit unaccepted Notes tendered by book-entry transfer to:

The Depository Trust Company account set forth below

(DTC account number)

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

To be completed ONLY if certificates for Notes in a principal amount not tendered or not accepted for purchase in the Offer and/or the check for the Total Consideration, plus Accrued Interest, are to be sent to someone other than the undersigned at an address other than that shown above.

Deliver: Notes Check to:

Name _____
(Please Print)

Address _____

(Zip Code)

Taxpayer Identification Number

(Such person(s) must also complete a Form W-9, a Form W-8BEN, a Form W-8BEN-E, a Form W-8ECI or a Form W-8IMY, as applicable)

Instructions

Forming Part of the Terms and Conditions of the Offer

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

To tender Notes in the Offer and be eligible to receive the Total Consideration, plus Accrued Interest, (i) physical delivery of certificates for Notes or a confirmation of any book-entry transfer into the Tender Agent's account with DTC tendered electronically, as well as a properly completed and duly executed copy or manually signed facsimile of this Letter of Transmittal, or in the case of a book-entry transfer, an Agent's Message transmitted through the DTC ATOP system, and any other document required by this Letter of Transmittal, must be received by the Tender Agent at the address set forth in this Letter of Transmittal at or prior to the Expiration Time or (ii) Holders must comply with the guaranteed delivery procedures set forth in the Offer to Purchase and Instruction 2 below. Except as otherwise provided below, the delivery will be deemed made when actually received by the Tender Agent. **This Letter of Transmittal, certificates for the Notes and any other required documents should be sent only to the Tender Agent, and not to the Company, the Dealer Managers, the Information Agent or DTC.**

The method of delivery of this Letter of Transmittal, the Notice of Guaranteed Delivery, certificates for Notes and all other required documents to the Tender Agent, including delivery through DTC and any acceptance of an Agent's Message transmitted through ATOP, is at the election and risk of the Holder tendering Notes. If such delivery is made by mail, it is suggested that the Holder use properly insured, registered mail with return receipt requested and that sufficient time be allowed to assure timely delivery.

Tenders of Notes will be accepted in the manner described above and otherwise in compliance with this Letter of Transmittal only in principal amounts equal to \$1,000 or integral multiples of \$1,000 thereafter. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$1,000 principal amount. We will not accept any alternative, conditional or contingent tenders.

Tendered Notes may be withdrawn at any time at or prior to the earlier of (i) the Expiration Time and (ii) in the event that the Offer is extended, the 10th business day after commencement of the Offer; provided that Notes tendered pursuant to the Offer may also be 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 of commencement. As used in this Letter of Transmittal, "Withdrawal Deadline" refers to the applicable date and time at or prior to which Notes tendered in the Offer may be withdrawn in accordance with the foregoing sentence.

For a withdrawal of Notes to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Tender Agent at its address or facsimile number set forth on the back cover of this Letter of Transmittal or a properly transmitted "Request Message" must be received by the Tender Agent through ATOP. The withdrawal notice must:

- specify (a) the name of the Holder who tendered the Notes to be withdrawn and, if different, the name of the registered Holder of such Notes or (b) in the case of Notes tendered by book-entry transfer, the name of the participant for whose account such Notes were tendered and such participant's account number at DTC to be credited with the withdrawn Notes;
- contain a description of the Notes to be withdrawn (including principal amount to be withdrawn and, in the case of Notes tendered by delivery of certificates rather than book-entry transfer, the certificate numbers thereof); and
- (a) be signed by the Holder of such Notes in the same manner as the original signature on the Letter of Transmittal, including any required signature guarantees, (b) in the case of Notes tendered by a DTC participant through ATOP, be signed by such participant in the same manner as the participant's name is listed on the applicable Agent's Message or (c) be accompanied by evidence satisfactory to us that

the person withdrawing the tender has succeeded to the beneficial ownership of such Notes or otherwise has the legal authority to withdraw such tender on behalf of the Holder.

The signature on the notice of withdrawal must be guaranteed by an Eligible Institution unless the Notes have been tendered for the account of an Eligible Institution or received through ATOP. If certificates for the Notes to be withdrawn have been delivered or otherwise identified to the Tender Agent, a signed notice of withdrawal will be effective immediately upon receipt by the Tender Agent of written or facsimile transmission notice of withdrawal even if physical release is not yet effected.

Withdrawal of tenders of Notes may not be rescinded, and any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. Properly withdrawn Notes may, however, be retendered by again following one of the procedures described in the Offer to Purchase under “The Offer—Procedure for Tendering Notes” at any time at or prior to the Expiration Time.

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

Withdrawals of tenders of Notes can only be accomplished in accordance with the foregoing procedures.

2. Guaranteed Delivery.

If a Holder desires to tender Notes pursuant to the Offer and (a) time will not permit such Holder’s Letter of Transmittal or other required documents to reach the Tender Agent prior to the Expiration Time or (b) such Holder cannot complete the procedures for book-entry transfer prior to the Expiration Time, such Holder may effect a tender of Notes if all of the following are complied with:

- such tender is made by or through an Eligible Institution;
- prior to the Expiration Time, the Tender Agent has received from such Eligible Institution, at its address or facsimile number set forth on the last page of the Offer to Purchase, a properly completed and duly executed Notice of Guaranteed Delivery (or facsimile thereof) setting forth the name and address of the DTC participant tendering Notes on behalf of the Holder and the principal amount of Notes being tendered, and representing that the Holder owns such Notes, and the tender is being made thereby and guaranteeing that, no later than Guaranteed Delivery Time, a properly completed and duly executed Letter of Transmittal (or a facsimile thereof) or a properly transmitted Agent’s Message, together with confirmation of book-entry transfer thereof pursuant to the procedures set forth in the Offer to Purchase and this Letter of Transmittal, and any other documents required by this Letter of Transmittal, will be deposited by such Eligible Institution with the Tender Agent; and
- a properly completed and duly executed Letter of Transmittal (or facsimile thereof), including any required signature guarantees, or a properly transmitted Agent’s Message, together with confirmation of book-entry transfer thereof pursuant to the procedures set forth in the Offer to Purchase and this Letter of Transmittal, and all other required documents are received by the Tender Agent, no later than the Guaranteed Delivery Time.

If DTC’s ATOP procedures are used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery Form to the Depository. However, you will be bound by the terms of the purchase offer. Guaranteed Deliveries may be submitted only in authorized denominations.

3. Partial Tenders.

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

Tenders of Notes will be accepted only in principal amounts equal to \$1,000 or integral multiples of \$1,000 thereafter. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$1,000 principal amount.

4. Signatures on this Letter of Transmittal; Bond Powers and Endorsements; Guarantee of Signatures.

If this Letter of Transmittal is signed by the Holder(s) of the Notes tendered, the signature(s) must correspond to the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever. If this Letter of Transmittal is signed by a DTC participant whose name is shown as the owner of the Notes tendered pursuant to this Letter of Transmittal, the signature must correspond with the name shown on the security position listing as the owner of the Notes.

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

If any of the Notes tendered pursuant to this Letter of Transmittal are registered in the name of two or more Holders, all such Holders must sign this Letter of Transmittal. If any tendered Notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal and any necessary accompanying documents as there are different names in which certificates are held. For additional copies of this Letter of Transmittal, please contact the Information Agent at the address and telephone number set forth on the back cover of this Letter of Transmittal. Copies of the Offer Documents are also available at the following website: <https://gbsc-usa.com/sompo/>.

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

No signature guarantee is required if (i) this Letter of Transmittal is signed by the registered Holder(s) of the Notes tendered pursuant to this Letter of Transmittal (or by a DTC participant whose name appears on a security position listing as the owner of Notes) and payment of the Total Consideration, plus Accrued Interest, is to be paid, or if any Notes for principal amounts not tendered or not accepted for purchase in the Offer are to be issued, directly to such Holder(s), or if tendered by a DTC participant, any Notes for principal amounts not tendered or not accepted for purchase in the Offer are to be credited to such participant’s account at DTC and neither the “*Special Payment Instructions*” box nor the “*Special Delivery Instructions*” box of this Letter of Transmittal has been completed or (ii) such Notes are tendered for the account of an Eligible Institution. In all other cases, all signatures on Letters of Transmittal accompanying the Notes must be guaranteed by a Medallion Signature Guarantor. In all such other cases (including if this Letter of Transmittal is not signed by the Holder), the Holder must either properly endorse the certificates for Notes tendered or transmit a separate properly completed bond power with this Letter of Transmittal (in either case, executed exactly as the name(s) of the registered Holder(s) appear(s) on such Notes, and, with respect to a DTC participant whose name appears on a security position listing as the owner of Notes, exactly as the name(s) of the participant(s) appear(s) on such security position listing), with the signature on the endorsement or bond power guaranteed by a Medallion Signature Guarantor, unless such certificates or bond powers are executed by an Eligible Institution.

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

5. Special Payment and Special Delivery Instructions.

Tendering Holders should indicate in the applicable box or boxes the name and address to which checks for payment of the Total Consideration, plus Accrued Interest, are to be sent or issued, if different from the name and address of the Holder signing this Letter of Transmittal. In the case of payment to a different name, the taxpayer identification or social security number of the person named must also be indicated. A Holder may request that Notes not tendered or not accepted for purchase in the Offer be (i) credited to an account at DTC if the applicable Holder tendered such Notes by book-entry or (ii) returned by delivery of a certificate representing such returned principal amount if the applicable Holder held physical Notes, in each case as such Holder may designate under the caption "*Special Issuance Instructions*." If no instructions are given, checks for payment of the Total Consideration, plus Accrued Interest, will be sent to the Holder of the Notes tendered and Notes not tendered or not accepted for purchase in the Offer will be returned by (i) crediting the account at DTC designated above or (ii) if the Holder of record holds physical Notes, by delivery of a certificate representing such returned principal amount (including delivery of the original certificate tendered if none of such principal amount is accepted).

6. Information Reporting and Backup Withholding.

Under current U.S. federal income tax law, the Tender Agent or other applicable withholding agent (in each case, as payer) may be required under the backup withholding rules to withhold a portion of any payments made to certain Holders (or other payees) pursuant to the Offer. To avoid such backup withholding, each tendering Holder must timely provide the Tender Agent with such Holder's correct taxpayer identification number ("**TIN**") on IRS Form W-9, attached hereto (or available from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS website at <http://www.irs.gov>), or otherwise establish a basis for exemption from backup withholding (currently imposed at a rate of 24%). Certain Holders (including, among others, corporations and certain foreign persons) are exempt from these backup withholding requirements. Exempt Holders should furnish their TIN, provide the applicable codes in the box labeled "Exemptions," and sign, date and send the IRS Form W-9 to the Tender Agent. Foreign persons, including entities, may qualify as exempt recipients by submitting to the Tender Agent a properly completed IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable form), signed under penalties of perjury, attesting to that Holder's foreign status. The applicable IRS Form W-8BEN or IRS Form W-8BEN-E can be obtained from the IRS or from the Tender Agent. If a Holder is a citizen or individual resident of the United States, the TIN is generally his or her social security number. If the Tender Agent is not provided with the correct TIN, a \$50 penalty may be imposed by the IRS and/or payments made with respect to Notes tendered pursuant to the Offer may be subject to backup withholding. 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.

If backup withholding applies, the Tender Agent or other applicable withholding agent is required to withhold on any payments made to the tendering Holders (or other payee). Backup withholding is not an additional tax. A Holder subject to the backup withholding rules will be allowed a credit of the amount withheld against such Holder's U.S. federal income tax liability, and, if backup withholding results in an overpayment of tax, such Holder may be entitled to a refund, provided the requisite information is correctly furnished to the IRS in a timely manner.

Moreover, a payment of Accrued Interest to a tendering Non-U.S. Holder will be subject to U.S. federal withholding tax at a 30% rate unless such Non-U.S. Holder provides a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable form) establishing an exemption from, or reduction of, such withholding tax. To the extent the Tender Agent or other applicable withholding agent withholds on a payment of Accrued Interest, such amounts will not be subject to backup withholding.

7. Transfer Taxes.

The Company will pay all transfer taxes applicable to the purchase and transfer of Notes pursuant to the Offer, except if (i) deliveries of certificates for Notes for principal amounts not tendered or not accepted for payment are registered or issued in the name of any person other than the Holder of the Notes tendered, (ii) tendered

certificates are registered in the name of any person other than the person signing this Letter of Transmittal or (iii) a transfer tax is imposed for any reason other than the transfer and sale of Notes to the Company. If satisfactory evidence of payment of such taxes or exemption from such taxes is not submitted with this Letter of Transmittal, the amount of such transfer taxes will be deducted from any payment made to such tendering Holder.

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, which determination shall be final and binding. The Company reserves the absolute right, in its sole discretion, subject to applicable law, to reject any and all tenders of Notes that are not in proper form or the acceptance of which would, in the opinion of the Company or its counsel, be unlawful. The Company also reserves the absolute right, in its sole discretion, subject to applicable law, to waive or amend any or all of the conditions to the Offer or to waive any defect or irregularity in any tender with respect to Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Company's interpretations of the terms and conditions of the Offer (including the instructions in this Letter of Transmittal) will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Company determines, unless waived by the Company. Tenders of Notes shall not be deemed to have been made until all defects or irregularities have been waived by the Company or cured. A defective tender (except to the extent such defect is waived by the Company or cured by the Holder) will not constitute a valid tender of Notes and will not entitle the Holder to the Total Consideration, plus Accrued Interest. None of the Company, any Dealer Manager, the Trustee, the Tender Agent, the Information Agent or any other person will be under any duty to give notice of any defect or irregularity in any tender or withdrawal of any Notes or incur any liability to a Holder for failure to give any such notice.

9. Waiver of Conditions.

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

10. Requests for Assistance or Additional Copies.

Requests for additional copies of this Letter of Transmittal, the Offer to Purchase, the Notice of Guaranteed Delivery or any other materials relating to the Offer and requests for assistance relating to the procedures for tendering Notes may be directed to the Information Agent at the address and telephone number on the back cover of this Letter of Transmittal. Requests for assistance relating to the terms and conditions of the Offer may be directed to the Dealer Managers at the address and telephone numbers on the back cover of this Letter of Transmittal. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer. Copies of the Offer Documents are also available at the following website: <https://gbsc-usa.com/sompo/>.

11. Conflict.

In the event of any conflict between the terms of the Offer to Purchase and the terms of this Letter of Transmittal, the terms of the Offer to Purchase will control.

12. Inadequate Space.

If the space provided under "*Description of Notes Tendered*" is inadequate, the certificate numbers of the Notes and the principal amount of Notes tendered should be listed on a separate schedule and attached to this Letter of Transmittal.

13. Mutilated, Lost, Stolen or Destroyed Certificates for Notes.

If a Holder desires to tender Notes, but the certificates evidencing such Notes have been mutilated, lost, stolen or destroyed, such Holder should contact the Trustee for further instructions.

14. Brokerage Commissions.

A beneficial owner of Notes tendered will not be obligated to pay brokerage fees or commissions to any of the Company, the Dealer Managers, the Tender Agent or the Information Agent in connection with the Offer. Such beneficial owners should contact their nominee to determine whether a fee will be charged for tendering Notes on their behalf pursuant to the Offer.

IMPORTANT: In order for a Holder to be eligible to receive the Total Consideration and Accrued Interest, (i) this Letter of Transmittal (or a facsimile of this Letter of Transmittal), together with all other required documents, must be received by the Tender Agent at or prior to the Expiration Time or (ii) the Holder must comply with the guaranteed delivery procedures set forth in the Offer to Purchase and Instruction 2 above.

Request for Taxpayer Identification Number and Certification

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

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

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.

Individual/sole proprietor or single-member LLC

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.

Other (see instructions) ► _____

C Corporation

S Corporation

Partnership

Trust/estate

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (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 • 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 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 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), ABL 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*
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
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

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: 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. 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.

Any questions regarding procedures for tendering Notes or requests for additional copies of any of the Offer Documents should be directed to the Information Agent at the telephone numbers and address listed below. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer. **A Holder tendering through ATOP does not need to complete this Letter of Transmittal.**

Copies of the Offer Documents are also available at the following website: <https://gbsc-usa.com/sompo/>.

The Information Agent for the Offer is:

Global Bondholder Services Corporation

65 Broadway, Suite 404
New York, New York 10006
Attention: Corporate Actions
Banks and Brokers Call: (212) 430-3774
Toll-Free: (866)-470-4300

The Depository Agent for the Offer is:

Global Bondholder Services Corporation

By Facsimile:
(For Eligible Institutions only):
(212) 430-3775/3779

Confirmation:
(212) 430-3774

Email: contact@gbsc-usa.com

By Mail:
65 Broadway, Suite 404
New York, New York 10006

By Overnight Courier:
65 Broadway, Suite 404
New York, New York 10006

By Hand:
65 Broadway, Suite 404
New York, New York 10006

Any questions regarding the terms of the Offer Documents should be directed to the Dealer Managers at their respective telephone numbers set forth below.

The Dealer Managers for the Offer are:

Mizuho Securities

320 Park Avenue
New York, New York 10022
Collect: (212) 205-7736
Toll-free: (866) 271-7403

Wells Fargo Securities

550 South Tryon Street, 5th Floor
Charlotte, North Carolina 28202
Attention: Liability Management Group
Collect: (704) 410-4756
Toll-free: (866) 309-6316