

LETTER OF TRANSMITTAL
To Tender for Any and All Outstanding

8 5/8% Senior Notes due 2019 (the “Notes”)

(CUSIP Number: 36155W AF3)
(ISIN: US36155WAF32)

Issued by
GCI, INC.

Pursuant to the Offer to Purchase dated March 24, 2015
(as it may be amended or supplemented, the “Offer to Purchase”)

The Tender Offer (as defined below) will expire at 5:00 p.m., New York City time, on March 31, 2015, unless extended or earlier terminated by GCI, Inc. (such time and date, as the same may be extended, the “Expiration Time”). You must validly tender your Notes, or deliver a properly completed and duly executed Notice of Guaranteed Delivery, at or prior to the Expiration Time to be eligible to receive the Purchase Price (as defined in the Offer to Purchase). Validly tendered Notes may be validly withdrawn at any time at or prior to the Expiration Time, unless extended or earlier terminated as described herein, but not thereafter.

The Depositary for the Tender Offer is:

Global Bondholder Services Corporation

By facsimile:
(For Eligible Institutions only):
(212) 430-3775
Confirmation:
(212) 430-3774

By Mail, Overnight Courier
or Hand Delivery:
65 Broadway, Suite 404
New York, New York 10006

The Information Agent for the Tender Offer is:

Global Bondholder Services Corporation

Global Bondholder Services Corporation
65 Broadway, Suite 404
New York, New York 10006
Attention: Corporation Actions
Banks and brokers call: (212) 430-3774
Toll free: (866) 470-4200

**DELIVERY OF THIS LETTER OF TRANSMITTAL (THIS “LETTER OF TRANSMITTAL”) TO
AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION HEREOF VIA**

FACSIMILE OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY OF THIS LETTER OF TRANSMITTAL.

GCI, Inc., an Alaska corporation (“GCI,” “we,” “our,” “us” or the “Company”), is offering to purchase for cash any and all of the Notes, upon the terms and subject to the conditions described in the Offer to Purchase and in this Letter of Transmittal. Capitalized terms used herein and not defined herein have the meaning given to them in the Offer to Purchase.

Holders of Notes that are tendering by book-entry transfer to the account of Global Bondholder Services Corporation, the depositary and information agent for the Tender Offer (“GBS”), at DTC may execute their tender through DTC’s Automated Tender Offer Program (“ATOP”) in accordance with DTC’s ATOP procedures. DTC will then verify the acceptance, execute a book-entry delivery to GBS’ account at DTC and send an agent’s message to GBS for its acceptance. Delivery of the agent’s message by DTC (a “Book-entry Confirmation”) will satisfy the terms of the Tender Offer in lieu of execution and delivery of the Letter of Transmittal by the participant identified in the agent’s message. Accordingly, this Letter of Transmittal need not be completed by a Holder tendering through ATOP.

Holders of Notes may use the guaranteed delivery procedures described in the Offer to Purchase under “The Terms of the Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery Procedures” to tender their Notes if (1) their Notes are not immediately available, (2) time will not permit the Holder’s Notes or other required documents to reach GBS before the Expiration Time or (3) the procedures for book-entry transfer cannot be completed on a timely basis.

For a description of certain procedures to be followed in order to tender Notes (including through DTC’s ATOP), see “The Terms of the Tender Offer—Procedures for Tendering Notes” in the Offer to Purchase and the Instructions to this Letter of Transmittal.

Questions and requests for assistance or for additional copies of the Offer to Purchase and this Letter of Transmittal should be directed to GBS.

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

- complete the box(es) below titled “Tender of Notes by Book-Entry Transfer” and, if applicable, “Tender of Notes Through Notice of Guaranteed Delivery”;
- complete the box(es) below titled “Description of Notes Tendered” as applicable;
- complete the box(es) below titled “Method of Delivery,” as applicable;
- complete the box below titled “Please Sign Here” and sign where indicated or complete the procedures for Book-entry Confirmation; and
- complete the Substitute Form W-9 or an applicable IRS Form W-8 or other appropriate form, as described under “Important Tax Information” below.

PLEASE COMPLETE THE FOLLOWING:

TENDER OF NOTES BY BOOK-ENTRY TRANSFER	
<input type="checkbox"/>	Please check here and complete the following if tendered Notes are being delivered by book-entry transfer made to the account maintained by GBS with DTC.
Name of Tendering Institution: _____	
DTC Account Number: _____	
Transaction Code Number: _____	
Date Tendered: _____	

TENDER OF NOTES THROUGH NOTICE OF GUARANTEED DELIVERY	
<input type="checkbox"/>	Please check here and complete the following if tendered Notes are being delivered pursuant to a Notice of Guaranteed Delivery previously sent to GBS.
Name of Registered Holder of Notes: _____	
Date of Execution of Notice of Guaranteed Delivery: _____	
Window Ticket Number (if available): _____	
Name of Institution that Guaranteed Delivery: _____	
DTC Account Number: _____	

List below the principal amount of the Notes being tendered. Notes may be tendered and accepted for payment only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

DESCRIPTION OF NOTES TENDERED	
<p align="center">GCI, INC. 8 5/8% SENIOR NOTES DUE 2019 (CUSIP Number: 36155W AF3) (ISIN: US36155WAF32)</p>	
Principal Amount Being Tendered:*	
METHOD OF DELIVERY	
Name of DTC Participant: _____	
Address of DTC Participant: _____	
DTC Participant Number: _____	
Account Number: _____	
Transaction Code Number: _____	

* Unless otherwise indicated and subject to the terms and conditions described in the Offer to Purchase, a Holder will be deemed to have tendered the entire aggregate principal amount represented by the Notes indicated. Tenders may be submitted only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$2,000 principal amount.

NOTE: SIGNATURES MUST BE PROVIDED BELOW

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Subject to the terms of the Offer to Purchase, receipt of which is hereby acknowledged, and this Letter of Transmittal, the undersigned hereby tenders to the Company the aggregate principal amount of the Notes indicated above. Subject to, and effective upon, the acceptance by the Company for purchase of the Notes tendered in accordance with 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 the Notes tendered hereby.

The undersigned hereby irrevocably constitutes and appoints GBS its true and lawful agent and attorney-in-fact (with full knowledge that GBS also acts as an agent of the Company) with respect to the 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 with all accompanying evidences of transfer and authenticity, to, or upon the order of, the Company, (ii) present such Notes for transfer on the books of the registrar for the Notes and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes, all in accordance with the terms of the Offer to Purchase. The power of attorney granted in this paragraph shall be deemed irrevocable and coupled with an interest.

The undersigned acknowledges and agrees that a tender of Notes pursuant to any of the procedures described in the Offer to Purchase and in the instructions hereto and an acceptance of such Notes by the Company will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Offer to Purchase. For purposes of the Offer to Purchase, the undersigned understands that the Company will be deemed to have accepted for purchase validly tendered Notes that have not been validly withdrawn.

The undersigned understands that tenders of Notes made prior to the Expiration Time may be validly withdrawn, as applicable, from the Tender Offer any time at or prior to the Expiration Time, subject to compliance with DTC procedures, by either a validly transmitted agent's message through DTC's ATOP or by written or facsimile notice. Such notice must (1) specify the name of the Holder who tendered the Notes to be withdrawn and, if different, the name of the DTC participant for whose account such Notes were tendered, along with the number of the account at DTC to be credited with the withdrawn Notes; (2) contain a description of the Notes to be withdrawn (including the principal amount to be withdrawn); (3) contain a statement that such Holder is withdrawing its Notes; and (4) be signed by the Holder of such Notes in the same manner as the original signature on any Letter of Transmittal, including any required signature guarantees, or, in the case of Notes validly tendered by a DTC participant through DTC's ATOP, be signed by such participant in the same manner as the participant's name is listed on the applicable agent's message. The signature on the notice of withdrawal must be guaranteed by a Medallion Signature Guarantor (as defined in the Offer to Purchase) unless such Notes have been tendered for the account of an Eligible Institution (as defined below). The undersigned understands that tenders of Notes may not be withdrawn or revoked after the Expiration Time. Accordingly, all tenders of Notes will be irrevocable after the Expiration Time unless the Company grants additional withdrawal rights under the circumstances described in the Offer to Purchase under "The Terms of the Tender Offer—Withdrawal of Tenders; Absence of Appraisal Rights."

The undersigned hereby represents and warrants to the Company and to GBS that (a) the undersigned has received the Offer to Purchase, agrees to the terms and conditions contained therein and, if the Tender Offer is consummated, agrees that the purchase of the Notes in the Tender Offer shall be on the terms and conditions contained therein, (b) the undersigned has full power and authority to tender, sell, assign and transfer the Notes tendered hereby and (c) when such tendered Notes are accepted for purchase and paid for by the Company pursuant to the Tender Offer, the Company will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. The undersigned will, upon request, execute and deliver any additional documents deemed by GBS or by the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby.

In consideration for the purchase of Notes pursuant to the Tender Offer, the undersigned hereby 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 the Notes or to participate in any redemption or defeasance of the Notes.

Notwithstanding any other provision of the Offer to Purchase, the undersigned understands that the Company's obligation to accept for purchase and to pay for the Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is subject to the satisfaction or waiver of a number of conditions, including the Financing Condition, as described in the Offer to Purchase. The undersigned understands that the Tender Offer is not conditioned on any minimum amount of Notes being tendered.

The Company also reserves the right, in its sole discretion and subject to applicable law, to (a) extend the Expiration Time to a later date and time, (b) waive any of the conditions to the Tender Offer or (c) terminate or otherwise amend the Tender Offer to the extent any or all of the conditions to the Tender Offer are not satisfied or waived, in each case as described in the Offer to Purchase.

No authority conferred or agreed to be conferred by this Letter of Transmittal, or by tender of the Notes through book-entry transfer, shall be affected by, and all such authority shall survive, the death or incapacity of the undersigned, and any obligation of the undersigned hereunder, or incurred in connection with the undersigned's tender of its Notes, shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

All questions as to the form of all documents and validity, eligibility (including time of receipt), acceptance for payment and withdrawal of tendered Notes will be determined by the Company in its sole discretion, and such determination shall be final and binding.

The undersigned hereby request(s) that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name(s) of, and be tendered by book-entry transfer, by credit to the account at DTC designated herein. The undersigned hereby request(s) that any checks for payment to be made in respect of the Notes tendered hereby be issued to the order of, and delivered to, the undersigned.

PLEASE SIGN HERE
(To be completed by all tendering Holders of Notes)

Must be signed by the registered Holder(s) of the Notes exactly as their name(s) appear(s) on a security position listing as the owner of Notes on the books of DTC or its participants. If 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, upon request, submit evidence satisfactory to the Company of such person's authority to so act. See Instruction 4.

X _____

X _____

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

Dated: _____, 2015

Name(s): _____
(Please Print)

Capacity (full title) _____

Address: _____
(Including Zip Code)

Area Code and Telephone No.: _____

**IMPORTANT: COMPLETE SUBSTITUTE FORM W-9 OR AN APPLICABLE IRS FORM W-8 OR
OTHER APPROPRIATE TAX FORM, AS APPLICABLE**

SIGNATURE GUARANTEE
(If required—see Instructions 1 and 4)

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: _____, 2015

**INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE TENDER OFFER**

1. *Guarantee of Signatures.*

All signatures on this Letter of Transmittal must be guaranteed by a firm that is a member of a registered national securities exchange or the Financial Industry Regulatory Authority ("FINRA"), or by a commercial bank or trust company having an office or correspondent in the United States that is a participant in an approved Signature Guarantee Medallion Program (each of the foregoing being an "Eligible Institution") unless (i) this Letter of Transmittal is signed by the registered Holder(s) of Notes (which term, for purposes of this document, shall include any participant in the DTC system whose name appears on a security position listing as the owner of Notes) tendered hereby or (ii) such Notes are tendered for the account of an Eligible Institution. See Instruction 4.

2. *Delivery of Letter of Transmittal.*

This Letter of Transmittal is to be completed, or an electronic confirmation pursuant to DTC's ATOP (together with a Book-entry Confirmation) is to be transmitted, by Holders for tenders made pursuant to the procedures for tenders by book-entry transfer set forth in the Offer to Purchase under the caption "The Terms of the Tender Offer—Procedures for Tendering Notes." A properly completed and duly executed Letter of Transmittal (or manually signed facsimile), or an electronic confirmation pursuant to DTC's ATOP (together with a Book-entry Confirmation), and any other required documents, must be timely received by GBS at appropriate address set forth above. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution and (ii) GBS must timely receive from such Eligible Institution a properly completed Letter of Transmittal (or a manually signed facsimile) or an electronic confirmation pursuant to DTC's ATOP, all as described in the Offer to Purchase under the caption "The Terms of the Tender Offer—Procedures for Tendering Notes."

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC'S ATOP, IS AT THE OPTION AND SOLE RISK OF THE TENDERING HOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY GBS. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

If you are a holder of Notes and desire to tender your Notes, and (1) these Notes are not immediately available, (2) time will not permit your Notes or other required documents to reach GBS before the Expiration Time or (3) the procedures for book-entry transfer cannot be completed on a timely basis, you may still tender your Notes in the Tender Offer if:

(a) you tender through a member firm of a registered national securities exchange or of FINRA, a commercial bank or trust company having an office or correspondent in the United States or an eligible guarantor institution within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act");

(b) before the Expiration Time, GBS receives properly completed and duly executed letter of transmittal (or facsimile thereof), with any required signature guarantee, or an Agent's Message in lieu of the Letter of Transmittal, a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by us, with your name and address as holder of the Notes and the amount of Notes tendered, stating that the tender is being made by that letter and notice and guaranteeing that by the close of business on April 2, 2015, the second business day after the Expiration Time, the certificates for all the Notes tendered, in proper form for transfer, or a book-entry confirmation with an agent's message, as the case may be, and any other documents required by the Letter of Transmittal will be deposited by the eligible institution with GBS; and

(c) the certificates for all your tendered Notes in proper form for transfer or a book-entry confirmation as the case may be, and all other documents required by this Letter of Transmittal are received by GBS by the close of business on April 2, 2015, the second business day after the Expiration Time.

No alternative, conditional or contingent tenders will be accepted. Tenders of Notes will be accepted pursuant to the Tender Offer only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. By execution and delivery of this Letter of Transmittal (or a facsimile hereof), or by electronic confirmation pursuant to DTC's ATOP (together with the Book-entry Confirmation), all tendering Holders of the Notes waive any right to receive any notice of the acceptance of their Notes for purchase. The entire aggregate principal amount represented by the Notes delivered to GBS will be deemed to have been tendered. If the entire principal amount of the Notes is not tendered or not accepted for purchase, the principal amount of such Notes not tendered or not accepted for purchase will be credited to the account at DTC designated herein and will remain outstanding.

Notes tendered may only be withdrawn from the Tender Offer pursuant to the procedure and subject to the terms set forth under the caption "The Terms of the Tender Offer—Withdrawal of Tenders and Absence of Appraisal Rights" in the Offer to Purchase and as described below.

3. *Withdrawal of Tenders.*

A tender of Notes pursuant to the Tender Offer may be withdrawn from the Tender Offer any time at or prior to the Expiration Time, but not afterwards. If the Tender Offer is terminated without the Company's having purchased any Notes pursuant to such Tender Offer, whether before or after the Expiration Time, the Company will promptly return the Notes tendered pursuant to such Tender Offer to the tendering Holder without cost to such Holder. Any returned Notes will remain outstanding.

For a withdrawal of Notes from the Tender Offer to be valid, GBS must timely receive, subject to compliance with DTC procedures, either an agent's message through ATOP or by written or facsimile notice. Such notice must (1) specify the name of the Holder who tendered the Notes to be withdrawn and, if different, the name of the DTC participant for whose account such Notes were tendered, along with the number of the account at DTC to be credited with the withdrawn Notes; (2) contain a description of the Notes to be withdrawn (including the principal amount to be withdrawn); (3) contain a statement that such Holder is withdrawing its Notes; and (4) be signed by the Holder of such Notes in the same manner as the original signature on any Letter of Transmittal, including any required signature guarantees, or, in the case of Notes validly tendered by a DTC participant through DTC's ATOP, be signed by such participant in the same manner as the participant's name is listed on the applicable agent's message. The signature on the notice of withdrawal must be a Medallion Signature Guarantor unless such Notes have been tendered for the account of an Eligible Institution. If the Notes to be withdrawn from the Tender Offer have been delivered or otherwise identified to GBS, an agent's message or a signed notice of withdrawal is effective immediately upon receipt by GBS of the agent's message or written or faxed notice of such withdrawal even if re-transfer by DTC book-entry is not immediately effected.

If a beneficial owner tendered its Notes in the Tender Offer through a custodian or nominee and wishes to withdraw its Notes, it will need to make arrangements for withdrawal and revocation with its custodian or nominee. The ability of a beneficial owner to withdraw a tender of its Notes will depend upon the terms of the arrangements it has made with its custodian or nominee and, if its custodian or nominee is not the DTC participant tendering those Notes, the arrangements between its custodian or nominee and such DTC participant, including any arrangements involving intermediaries between its custodian or nominee and such DTC participant.

Through DTC, GBS will return to tendering Holders all Notes in respect of which it has received valid withdrawal and revocation instructions at or prior to the Expiration Time promptly after it receives such instructions.

Holders may not rescind their withdrawal of tenders of Notes, and any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer. Validly withdrawn Notes may, however, be retendered by again following one of the procedures described in the Offer to Purchase under the caption "The Terms of the Tender Offer—Procedures for Tendering Notes" at any time at or prior to the Expiration Time, as applicable.

Holders can withdraw the tender of their Notes from the Tender Offer only in accordance with the foregoing procedures.

All questions as to the form of documents and validity, eligibility (including time of receipt), acceptance for payment and withdrawal of tendered Notes will be determined by the Company in its sole discretion, and its determination will be final and binding. The Company reserves the absolute right to reject any and all tenders of Notes that it determines are not in proper form or for which the acceptance for payment or payment may, in the opinion of its counsel, be unlawful. The Company also reserves the absolute right in its sole discretion to waive any of the conditions of the Tender Offer or any defect or irregularity in the tender of Notes of any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders. The Company's interpretation of the terms and conditions of the Tender Offer (including the instructions in the Letter of Transmittal) will be final and binding. None of the Company, its board of directors, the Dealer Manager, GBS, U.S. Bank National Association, as successor trustee for the Notes (the "Trustee"), their respective affiliates or any other person will be under any duty to give notice of any defects or irregularities in tenders or any notices of withdrawal or will incur any liability for failure to give any such notice.

If the Company is delayed in its acceptance for purchase of, or payment for, any validly tendered Notes pursuant to the Tender Offer or is unable to accept for purchase or pay for any validly tendered Notes pursuant to the Tender Offer for any reason, then, without prejudice to the Company's rights hereunder, but subject to applicable law, validly tendered Notes may be retained by GBS on behalf of the Company (subject to Rule 14e-1 under the Exchange Act, which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the holders promptly after the termination or withdrawal of a tender offer).

4. *Signatures on Letter of Transmittal.*

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

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

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

When this Letter of Transmittal is signed by the registered Holders listed and transmitted hereby, no endorsements of Notes or separate instruments of transfer are required unless payment is to be made, or Certificates for Notes not tendered or purchased are to be issued, to a person other than the registered Holders, in which case signatures on such Notes or instruments of transfer must be guaranteed by a Medallion Signature Guarantor.

5. *Questions and Requests for Assistance or Additional Copies.*

Questions or requests for assistance may be directed to GBS at the applicable address and telephone number set forth on the back cover of this Letter of Transmittal. Requests for additional copies of the Offer to Purchase, this Letter of Transmittal, the Substitute Form W-9 and the Substitute Form W-9 instructions may be directed to GBS, and copies will be furnished promptly at the Company's expense. Holders of Notes may also contact their brokers, dealers, commercial banks, trust companies, custodians or other nominees, if applicable, for assistance concerning the Tender Offer.

6. *Taxpayer Identification Number.*

Please refer to the Section titled “Important Tax Information” for information about completing a Substitute Form W-9 or an applicable IRS Form W-8 or other appropriate tax form, as applicable.

FAILURE TO COMPLETE THE ENCLOSED SUBSTITUTE FORM W-9 OR OTHER APPROPRIATE TAX FORM MAY RESULT IN BACKUP WITHHOLDING ON ANY PAYMENTS MADE TO YOU PURSUANT TO THE TENDER OFFER.

7. *Transfer Taxes.*

The Company will pay or cause to be paid all transfer taxes with respect to the purchase of any Notes. If, however, payment is to be made to, or if Notes not tendered or purchased are to be registered in the name of or delivered to, any persons other than the registered Holders, or if tendered Notes are registered in the name of any persons other than the persons signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered Holder or such other person) payable on account of the transfer to such other person will be deducted from the payment unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

8. *Waiver of Conditions.*

The Company expressly reserves the right before the settlement date to waive (or to seek to waive) any of the conditions to the Tender Offer, in whole or in part, at any time and from time to time. As set forth in the Offer to Purchase, subject to applicable law and the terms of the Tender Offer, the Company may at any time and from time to time waive any condition to the Tender Offer and accept all Notes previously tendered pursuant to the Tender Offer.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC’S ATOP, IS AT THE OPTION AND SOLE RISK OF THE TENDERING HOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY GBS. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

IMPORTANT TAX INFORMATION

Under U.S. federal income tax laws, a U.S. Holder whose tendered Notes are accepted for payment is required to provide the Depository (as payer) with such U.S. Holder’s correct Taxpayer Identification Number (“TIN”) on Substitute Form W-9 below or otherwise establish a basis for exemption from the 28% backup withholding. Certain U.S. Holders (including, among others, corporations) are exempt from these backup withholding requirements. U.S. Holders should furnish their TIN, provide the applicable exempt payee code (if applicable) on Substitute Form W-9 and sign under penalties of perjury, date and return the Substitute Form W-9 to the Depository. See the enclosed “Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9” for additional instructions. If such U.S. Holder is an individual, the TIN is generally his or her social security number. If the Depository is not provided with the correct TIN, a \$50 penalty may be imposed by the IRS, and payments made with respect to Notes purchased pursuant to the Tender Offer may be subject to a 28% backup withholding tax. Failure to comply truthfully with the backup withholding requirements also may result in the imposition of criminal and/or civil fines and penalties.

In order to avoid backup withholding on payments made pursuant to the Tender Offer, a Non-U.S. Holder should submit to the Depository a properly completed Internal Revenue Service (the “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-8 can be obtained from the Depository or from the IRS website at <http://www.irs.gov>. Non-U.S. Holders are encouraged to consult their tax advisors regarding the application of U.S. federal withholding tax, including eligibility for a withholding tax reduction or exemption.

If backup withholding applies, the Depositary is required to withhold 28% of any payments made pursuant to the Tender Offer. Backup withholding is not an additional federal income tax. Rather, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld and if withholding results in an overpayment of taxes, a refund may be obtained from the IRS, provided the required information is timely provided to the IRS.

Purpose of Substitute Form W-9

To prevent backup withholding on payments made with respect to Notes tendered pursuant to the Tender Offer, the Holder is required to provide the Information Agent with (i) the U.S. Holder's correct TIN by completing the form below, certifying that the TIN provided on Substitute Form W-9 is correct (or that such U.S. Holder is awaiting a TIN) and that (A) such U.S. Holder is exempt from backup withholding, (B) the U.S. Holder has not been notified by the IRS that the Holder is subject to backup withholding as a result of prior failure to report all interest or dividends or (C) the IRS has notified the U.S. Holder that the U.S. Holder is no longer subject to backup withholding, or (ii) if applicable, an adequate basis for exemption.

What Number to Give the Information Agent

A U.S. Holder is required to give the Information Agent the TIN (i.e., social security number or employer identification number) of the registered Holder. If the Notes are held in more than one name or are held not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which number to report.

Please see "Certain U.S. Federal Income Tax Considerations" in the accompanying Offer to Purchase for more information.

SUBSTITUTE
Form W-9
Department of the Treasury
Internal Revenue Service (IRS)

Request for Taxpayer Identification Number (TIN) and Certification

Name: _____ Limited Liability Company ☐
enter tax classification

Address: _____ (C = C Corporation,

S = S Corporation,

P = Partnership)

Check appropriate box:

Individual/Sole Proprietor	<input type="checkbox"/>	C Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	S Corporation	<input type="checkbox"/>
Trust/estate	<input type="checkbox"/>	Other (specify)	<input type="checkbox"/>
		Exempt from Backup Withholding and enter exempt payee code (if any)	<input type="checkbox"/>

PART I. Please provide your taxpayer identification number in the space at right. If awaiting TIN, write "Applied For" in space at right and complete the Certificate of Awaiting Taxpayer Identification Number below	SSN: Or EIN:
	<hr/>

Part II. For Payees exempt from backup withholding, see the enclosed “Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9” and complete as instructed therein.

Part III. CERTIFICATION Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or, as indicated, I am waiting for a number to be issued to me);
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- (3) I am a U.S. citizen or other U.S. person (including a U.S. resident alien).

Certification Instructions—You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).

Signature: _____

Date: _____, 2015

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE
IF YOU WROTE "APPLIED FOR" IN PART I
OF THIS SUBSTITUTE FORM W-9 CERTIFICATE**

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that, notwithstanding the information I provided in Part III of the Substitute Form W-9 (and the fact that I have completed this Certificate of Awaiting Taxpayer Identification Number), 28 percent of all payments made to me pursuant to this Offer shall be retained until I provide a Taxpayer Identification Number to the Payor and that, if I do not provide my Taxpayer Identification Number within sixty (60) days, such retained amounts shall be remitted to the IRS as backup withholding.

Signature: _____

Date: _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE TENDER OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number to Give the Payer—Social Security numbers have nine digits separated by two hyphens: *i.e.*, 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: *i.e.*, 00-0000000. The table below will help determine the number to give the payer.

For this type of account	SECURITY number of:	For this type of account	Give the EMPLOYER IDENTIFICATION number of:
1. An individual	The individual	6. Disregarded entity not owned by an individual	The owner
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	7. A valid trust, estate, or pension trust	The legal entity(4)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)	8. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)	9. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)	10. Partnership or multi-member LLC	The partnership
5. Sole proprietorship or disregarded entity owned by an individual	The owner(3)	11. A broker or registered nominee	The broker or nominee
		12. 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
		13. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor(5)
		14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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 a social security number, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) You must show your individual name and you may also enter your business or "DBA" name on the second line. You may use either your social security number or employer identification number (if you have one). If you are a sole proprietor, the IRS encourages you to use your social security number.

- (4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)
- (5) 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.

How To Obtain a TIN

If you don't have a taxpayer identification number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration and apply for a number. These forms can also be obtained from the Social Security Administration website (www.ssa.gov). Resident alien individuals who are not eligible to get a Social Security number and need an ITIN should obtain Form W-7, Application for Individual Taxpayer Identification Number, from the IRS.

Payees Exempt from Backup Withholding

Payees that may be exempt from backup withholding include the following:

1. An organization exempt from tax under section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), an individual retirement plan, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The U.S. or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the U.S., 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 U.S., the District of Columbia or a possession of the U.S.
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) of the Code.
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 of the Code or described in section 4947.

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

IF the payment is for	THEN the payment is exempt for ...
Interest and dividend payments	All exempt recipients except for 7
Broker transactions	Exempt recipients 1 through 4 and 6 through 11 and all C Corporations. S Corporations are exempt only for sales of noncovered securities acquired prior to 2012.

Exempt payees should file the Substitute Form W-9 to avoid possible erroneous backup withholding. ENTER YOUR NAME ON THE APPROPRIATE LINE AND CHECK THE APPROPRIATE BOX FOR YOUR STATUS, THEN CHECK THE "EXEMPT PAYEE" BOX, SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER. Foreign payees who are not subject to backup withholding should complete the appropriate IRS Form W-8 and return it to the payer.

Privacy Act Notice

Section 6109 of the Code requires most recipients of dividend, interest or other payments to give their correct taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. It may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia and U.S. possessions to carry out their tax laws. It may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, and to federal law enforcement and intelligence agencies to combat terrorism.

Payees must provide payers with their taxpayer identification numbers whether or not they are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

- (1) **Penalty for Failure to Furnish Taxpayer Identification Number**—If you fail to furnish your correct taxpayer identification number to a payer, you are subject to a penalty of U.S. \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
- (2) **Civil Penalty for False Information With Respect to Withholding**—If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of U.S. \$500.
- (3) **Criminal Penalty for Falsifying Information**—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR
THE INTERNAL REVENUE SERVICE.**

The Depositary for the Tender Offer is:

Global Bondholder Services Corporation

By facsimile:
(For Eligible Institutions only):
(212) 430-3775

Confirmation:
(212) 430-3774

By Mail, Overnight Courier
or Hand Delivery:
65 Broadway, Suite 404
New York, New York 10006

Any questions or requests for assistance or for additional copies of this Letter of Transmittal, the Offer to Purchase and any amendments or supplements to the foregoing may be directed to Global Bondholder Services Corporation in its role as the information agent at its address and telephone number set forth below. Holders of Notes may also contact the Dealer Manager at its address and telephone number set forth below or their brokers, dealers, commercial banks, trust companies, custodians or other nominees, if applicable, for assistance concerning the Tender Offer.

The Information Agent for the Tender Offer is:

Global Bondholder Services Corporation

Global Bondholder Services Corporation
65 Broadway, Suite 404
New York, New York 10006
Attention: Corporation Actions
Banks and brokers call: (212) 430-3774
Toll free: (866) 470-4200

The Dealer Manager for the Tender Offer is:

SunTrust Robinson Humphrey, Inc.

3333 Peachtree Road, 10th Floor
Atlanta, GA 30326

Attention: Liability Management Group
(404) 926-5047 (collect)