

**CONSENT AND LETTER OF TRANSMITTAL**

To Tender and to Give Consents in Respect of Any and All of the Outstanding

**6 1/4% Senior Notes due 2023**  
**(CUSIP No. 516806AE6; ISIN US516806AE62)**

of

**LAREDO PETROLEUM, INC.**

Pursuant to the Offer to Purchase and Consent Solicitation Statement  
Dated January 6, 2020

**IN ORDER FOR HOLDERS OF NOTES TO RECEIVE THE TOTAL CONSIDERATION, INCLUDING THE EARLY TENDER PREMIUM, SUCH HOLDERS MUST PROPERLY TENDER AND NOT WITHDRAW THEIR NOTES PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON JANUARY 17, 2020, UNLESS EXTENDED BY US (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE “EARLY TENDER TIME”). THE TENDER OFFER WILL EXPIRE AT 12:01 A.M., NEW YORK CITY TIME, ON FEBRUARY 4, 2020, UNLESS EXTENDED BY US (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE “EXPIRATION TIME”). HOLDERS MUST TENDER THEIR NOTES PRIOR TO THE EXPIRATION TIME IN ORDER TO PARTICIPATE IN THE TENDER OFFER AND BE ELIGIBLE TO RECEIVE THE TENDER OFFER CONSIDERATION. HOLDERS WHO TENDER NOTES AFTER THE EARLY TENDER TIME, BUT PRIOR TO THE EXPIRATION TIME, WILL BE ELIGIBLE TO RECEIVE ONLY THE TENDER OFFER CONSIDERATION AND WILL NOT RECEIVE THE EARLY TENDER PREMIUM. HOLDERS WHO DESIRE TO TENDER THEIR NOTES MUST CONSENT TO THE PROPOSED AMENDMENTS TO THE INDENTURE GOVERNING THE NOTES, AND HOLDERS MAY NOT DELIVER CONSENTS WITHOUT TENDERING THEIR NOTES. TENDERED NOTES MAY BE WITHDRAWN AND CONSENTS MAY BE REVOKED AT ANY TIME PRIOR TO THE WITHDRAWAL TIME, BUT NOT THEREAFTER, EXCEPT IN CERTAIN LIMITED CIRCUMSTANCES WHERE ADDITIONAL WITHDRAWAL RIGHTS ARE REQUIRED BY LAW.**

**THE SUPPLEMENTAL INDENTURE WILL BE EXECUTED AND DELIVERED AFTER THE WITHDRAWAL TIME IF WE HAVE RECEIVED CONSENTS FROM HOLDERS OF A MAJORITY OF THE OUTSTANDING PRINCIPAL AMOUNT OF THE NOTES (EXCLUDING ANY NOTES OWNED BY US OR ANY OF OUR AFFILIATES), BUT THE PROPOSED AMENDMENTS WILL BECOME OPERATIVE ONLY UPON OUR PURCHASE, PURSUANT TO THE TENDER OFFER, OF A MAJORITY IN AGGREGATE PRINCIPAL AMOUNT OF THE NOTES (EXCLUDING ANY NOTES OWNED BY US OR ANY OF OUR AFFILIATES).**

**HOLDERS THAT DESIRE TO PARTICIPATE IN THE TENDER OFFER AND RECEIVE THE TOTAL CONSIDERATION ON THE INITIAL SETTLEMENT DATE MUST CAUSE AN AGENT’S MESSAGE TO BE RECEIVED BY THE DEPOSITARY AND INFORMATION AGENT PRIOR TO THE EARLY TENDER TIME. DELIVERY OF NOTES AND THE RELATED CONSENTS THROUGH DTC IS AT THE RISK OF THE PERSON DELIVERING NOTES AND THE RELATED CONSENTS AND DELIVERY WILL BE DEEMED MADE ONLY WHEN RECEIVED BY THE DEPOSITARY.**

**HOLDERS THAT FAIL TO VALIDLY TENDER THEIR NOTES PRIOR TO THE EARLY TENDER TIME BUT DESIRE TO PARTICIPATE IN THE TENDER OFFER AND RECEIVE ONLY THE TENDER OFFER CONSIDERATION ON THE FINAL SETTLEMENT DATE MUST CAUSE AN AGENT’S MESSAGE TO BE RECEIVED BY THE DEPOSITARY AND INFORMATION AGENT PRIOR TO THE EXPIRATION TIME.**

*The Depositary and Information Agent for the Tender Offer and Consent Solicitation 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)-470-3700

All terms used herein and not defined herein have the respective meanings ascribed to them in the Offer to Purchase and Consent Solicitation Statement, dated January 6, 2020, of Laredo Petroleum, Inc. (the “*Statement*”).

The instructions contained herein and elsewhere in the Statement should be read carefully before this consent and letter of transmittal is completed.

This consent and letter of transmittal is to be used by holders of the series of our debt securities listed in the heading of this consent and letter of transmittal. Tender of the Notes and delivery of Consents is to be made according to the Automated Tender Offer Program (“*ATOP*”) of DTC pursuant to the procedures set forth in the Statement under the caption “Procedures for Tendering Notes and Delivering Consents.” DTC participants that are accepting the Tender Offer and consenting in the Consent Solicitation must transmit their acceptance and Consent to DTC, which will verify the acceptance and Consent and execute a book-entry delivery to the DTC account of the Depositary and Information Agent, Global Bondholder Services Corporation. DTC will then send a computer generated message known as an “agent’s message” to the Depositary and Information Agent for its acceptance. For you to validly tender your Notes in the Tender Offer (thereby delivering the related Consents), the Depositary and Information Agent must receive and confirm, prior to the Early Tender Time (to receive the Total Consideration, which consists of the Tender Offer Consideration plus the Early Tender Premium) or after the Early Tender Time but prior to the Expiration Time (to receive only the Tender Offer Consideration), an agent’s message under the ATOP procedures that affirms that:

- DTC has received your instructions to tender your Notes and deliver your consents to the Proposed Amendments; and
- you shall be bound by the terms of this consent and letter of transmittal.

**By using the ATOP procedures to tender outstanding Notes and deliver your Consent, you will not be required to deliver this consent and letter of transmittal to the Depositary and Information Agent. However, you will be bound by its terms just as if you had signed and submitted it.**

We will pay for Notes that we have accepted for purchase by wiring to DTC on each Settlement Date funds sufficient to pay the full amount of the Tender Offer Consideration and the Early Tender Premium, as applicable, that we then owe to the Holders plus cash in the amount of the interest accrued on the purchased Notes from September 15, 2019 to, but not including, such

Settlement Date. We will not be responsible for any mistakes or delays made by DTC or any of its participants in distributing the Tender Offer Consideration, any Early Tender Premium or interest on the Notes, and no additional interest will be payable because of any such mistake or delay.

In the event that the Tender Offer is terminated or otherwise not completed, you will not receive cash in respect of any of your Notes that have been tendered in response to the Tender Offer, even if you have validly tendered the Notes. Any Notes that are validly tendered but not purchased by us will be returned, at our expense, through the facilities of DTC, to you by book-entry transfer.

If you tender Notes in the Tender Offer, you will automatically consent to the Proposed Amendments and the execution and delivery of the Supplemental Indenture relating to your Notes. You may not consent to the Proposed Amendments unless you participate in the Tender Offer. The Tender Offer and Consent Solicitation are being made strictly upon the terms and subject to the conditions set forth herein and in the Statement.

The consummation of the Tender Offer is subject to the Financing Condition and the General Conditions, which conditions may be waived in whole or in part at any time and from time to time in our sole discretion, all as more fully described in the Statement under “Conditions to Consummation of the Tender Offer and Consent Solicitation.”

The instructions included with this consent and letter of transmittal must be followed. Questions and requests for assistance with tendering Notes or for additional copies of the Statement and this consent and letter of transmittal may be directed to the Depositary and Information Agent, whose address and telephone numbers appear on the second page of this consent and letter of transmittal, and questions regarding the terms of the Tender Offer and Consent Solicitation may be directed to the Dealer Manager and Solicitation Agent, BofA Securities, Inc., whose address and telephone number appears under Instruction 8 below.

**THE TENDER OFFER AND THE CONSENT SOLICITATION ARE NOT BEING MADE TO (NOR WILL TENDERS OF NOTES BE ACCEPTED FROM OR ON BEHALF OF) HOLDERS IN ANY JURISDICTION IN WHICH THE MAKING OR ACCEPTANCE OF THE TENDER OFFER OR THE CONSENT SOLICITATION WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION.**

**PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY**

Ladies and Gentlemen:

By tendering outstanding Notes in the Tender Offer (“*Tendering*”), you acknowledge receipt of the Statement (including this consent and letter of transmittal and instructions hereto), which constitutes:

- our offer to purchase any and all of the Notes; and
- our solicitation of Consents from Holders to the Proposed Amendments.

The Tender Offer is subject to certain conditions described in the Statement under “Conditions to Consummation of the Tender Offer and the Consent Solicitation.”

Upon the terms and subject to the conditions of the Tender Offer, by Tendering you:

- tender to us the principal amount of Notes indicated in the applicable agent’s message; and
- consent to the Proposed Amendments that are described in the Statement under “Proposed Amendments,” and to the execution and delivery of the Supplemental Indenture to the Indenture (hereby revoking any previously submitted disapproval or abstention), in each case with respect to the aggregate principal amount of Notes so tendered.

Subject to, and effective upon, the acceptance for purchase of the principal amount of Notes tendered under this consent and letter of transmittal, you tender, exchange, sell, assign and transfer to, or upon the order of, us all right, title and interest in and to the Notes that are being tendered thereby, waive any and all other rights with respect to such Notes, including, without limitation, any existing or past defaults, and release and discharge us from any and all claims you may have now, or may have in the future, arising out of, or related to, such Notes, including without limitation any claims that you are entitled to receive additional principal or interest payments with respect to such Notes or to participate in any redemption or defeasance of such Notes. By Tendering, you irrevocably constitute and appoint the Depositary and Information Agent as your true and lawful agent and attorney-in-fact (with full knowledge that the Depositary and Information Agent also acts as our agent) with respect to such Notes, with full power of substitution (such power-of-attorney being deemed to be an irrevocable power coupled with an interest): (i) to transfer ownership of such Notes on the account books maintained by DTC to the Depositary and Information Agent or us or upon our order and (ii) to receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes.

You agree and acknowledge that, by Tendering, you make and provide the Consent, with respect to the Notes tendered thereby, to the Proposed Amendments as required by Article Nine of the Indenture. You understand that such Consent shall remain in full force and effect until such Consent is validly revoked in accordance with the procedures set forth in the Statement under “Withdrawal of Tenders; Revocation of Consents” and this consent and letter of transmittal,

which procedures are hereby agreed to be applicable in lieu of any and all other procedures for revocation set forth in such Indenture, which are waived upon your Tendering. You understand that the Consent provided by Tendering may not be revoked after the Withdrawal Time. The Supplemental Indenture will be executed by us, the Guarantors and the Trustee after receipt of the Requisite Consents, but in no event earlier than the Withdrawal Time, and you acknowledge that the Supplemental Indenture will become effective immediately upon execution thereof. You further acknowledge that, although the Supplemental Indenture will become effective immediately upon the execution thereof, the Proposed Amendments will not become operative unless and until a majority of the principal amount of the outstanding Notes (excluding any Notes owned by us or our affiliates) is purchased by us pursuant to the Tender Offer.

By Tendering, you agree that tenders of Notes made prior to the Withdrawal Time and the related Consents may be withdrawn and revoked at any time prior to the Withdrawal Time, but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law. Holders of Notes may not deliver Consents in the Consent Solicitation without tendering the related Notes in the Tender Offer, and may not revoke Consents without withdrawing the previously tendered Notes to which such Consents relate. Holders of Notes may not withdraw Notes without revoking the Consents to which such tender relates.

By Tendering, you agree that tenders of your Notes pursuant to the procedures described in the Statement and in the instructions hereto and acceptance thereof by us will constitute a binding agreement between you and us upon the terms of the Tender Offer and the Consent Solicitation and subject to the conditions of the Tender Offer.

By Tendering, you represent and warrant that you have full power and authority to tender, sell, assign and transfer the Notes tendered hereby and to give the consent to the Proposed Amendments described in the Statement, and that when such Notes are accepted for purchase by us, we will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and subject to no adverse claim or right. You will, upon request, execute and deliver any additional documents deemed by the Depository and Information Agent or by us to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby or to perfect your Consent.

For purposes of the Tender Offer, you understand that we will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which we have waived such defect), if, as and when we give oral (confirmed in writing) or written notice thereof to the Depository and Information Agent.

You understand that we will not accept for purchase any Notes tendered after the Expiration Time. In addition, you understand that your Notes must be validly tendered, and not validly withdrawn prior to the Early Tender Time in order to receive the Total Consideration on the Initial Settlement Date.

All authority conferred or agreed to be conferred by this consent and letter of transmittal shall survive your death or incapacity, and your obligations under this consent and letter of transmittal shall be binding upon your heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

By Tendering, you agree that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Depository and Information Agent, until receipt and confirmation of an “agent’s message.”

By Tendering, you agree that all questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes and deliveries and revocations of consents will be determined by us, in our sole discretion, which determination shall be final and binding.

**Laredo Petroleum, Inc.**

**INSTRUCTIONS**  
**Forming Part of the Terms and Conditions**  
**of the Tender Offer and the Consent Solicitation**

1. *Book-Entry Confirmations; Consideration; Withdrawal of Tenders.* To be eligible to receive the Total Consideration on the Initial Settlement Date for the tender of Notes in the Tender Offer, a confirmation of any book-entry transfer into the account of the Depository and Information Agent at DTC through ATOP of Notes tendered electronically must be received by the Depository and Information Agent prior to the Early Tender Time. To be eligible to receive the Tender Offer Consideration (but not the Early Tender Premium) on the Final Settlement Date for the tender of Notes in the Tender Offer, a confirmation of any book-entry transfer into the account of Depository and Information Agent maintained by DTC through ATOP of Notes tendered electronically must be received (and not validly withdrawn) by the Depository and Information Agent prior to the Expiration Time. Tenders of Notes in the Tender Offer made prior to the Early Tender Time or the Expiration Time, as applicable, will be accepted in accordance with the procedures described in the preceding sentence or otherwise in compliance with this consent and letter of transmittal. You are solely responsible for ensuring that your Notes are validly tendered in the Tender Offer. It is suggested that holders tender their Notes sufficiently in advance of the Early Tender Time or the Expiration Time, as applicable, to permit delivery by DTC of the agent's message to the Depository and Information Agent prior to such time. The delivery will be deemed made when the agent's message is actually received and confirmed by the Depository and Information Agent. Holders who validly tender and do not validly withdraw Notes will be paid accrued and unpaid interest, if any, from September 15, 2019 up to, but not including, the Settlement Date for their Notes accepted for purchase.

Holders who tender Notes in the Tender Offer will be deemed to have consented to the Proposed Amendments.

Tenders of Notes made prior to 5:00 p.m., New York City time, on January 17, 2020 (such date and time, as it may be extended, the "*Withdrawal Time*") may be withdrawn at any time before the Withdrawal Time, but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law. Withdrawal of tenders of Notes may be accomplished by complying with the applicable ATOP procedures for withdrawal of tenders. The Depository and Information Agent must receive the "Request Message" relating to a Holder's withdrawal prior to the Withdrawal Time, assuming no additional withdrawal rights are so required. Withdrawal of Notes will be deemed to withdraw the related consents to the Proposed Amendments. If you withdraw Notes, you will have the right to re-tender them through ATOP prior to the Early Tender Time (in which case you will be eligible to receive the Total Consideration) or after the Early Tender Time but prior to the Expiration Time (in which case you will be eligible to receive the Tender Offer Consideration only).

**All questions as to the validity, form and eligibility (including time of receipt) of notices of withdrawal of tenders or revocation of consents will be determined by us, in our sole discretion (whose determination shall be final and binding). Neither we, the Depository and Information Agent, the Dealer Manager and Solicitation Agent, the Trustee nor any other person will be under any duty to give notification of any defects or irregularities in**

**any notice of withdrawal of tenders or revocation of consents, or incur any liability for failure to give any such notification.**

2. *Consent to Proposed Amendments; Revocation of Consent.* In accordance with the Statement, all tenders of Notes received by the Depositary and Information Agent prior to the Expiration Time will be counted as consents with respect to the Proposed Amendments and the execution and delivery of the Supplemental Indenture. We, the Guarantors and the Trustee will execute the Supplemental Indenture soon after receipt of consents from Holders of a majority of the outstanding principal amount of the Notes (excluding any Notes owned by us or our affiliates), but in no event earlier than the Withdrawal Time. To revoke your consent, you must withdraw your tender of Notes prior to the Withdrawal Time by following the withdrawal procedures described above in Instruction 1. In addition, if you tender Notes in the Tender Offer and we do not purchase such Notes, your consent will also be deemed to be revoked.

3. *Partial Tenders and Consents.* Notes may be tendered (and related Consents may be delivered in respect thereof) 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. The entire principal amount of Notes set forth in a participant's DTC account will be deemed to have been tendered, and a related Consent in respect thereof given, unless otherwise indicated. If the entire principal amount of all Notes is not tendered or not accepted for purchase (and the related consent in respect thereof not given), Notes representing such untendered amount (or in respect of which a consent is not given) will be returned by credit to the participant's account at DTC promptly after the Notes are accepted for purchase.

4. *Transfer Taxes.* We will pay all transfer taxes applicable to the tender and transfer of Notes pursuant to the Tender Offer, except in the case of deliveries of Notes for principal amounts not tendered or not accepted for purchase that are registered in the name of any person other than the registered or acting Holder of outstanding Notes tendered thereby.

5. *Irregularities.* All questions as to the validity (including time of receipt) and acceptance of tenders of Notes and deliveries of consents will be determined by us, in our sole discretion, which determination shall be final and binding. Alternative, conditional or contingent tenders or consents will not be considered valid. We reserve the absolute right to reject any or all tenders and consents in respect of the Notes the acceptance of which would, in our opinion, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular Notes or of delivery as to particular consents. Our interpretation of the terms and conditions of the Tender Offer and the Consent Solicitation (including the instructions in this consent and letter of transmittal) will be final and binding. Any defect or irregularity in connection with tenders of Notes or deliveries of consents must be cured within such time as we determine, unless waived by us. Tenders of Notes shall not have been deemed to have been made until all defects or irregularities have been waived by us or cured. All tendering Holders, by tender of Notes in the Tender Offer, waive any right to receive notice of the acceptance of their Notes for purchase or of the effectiveness of the Proposed Amendments relating to such Notes. Neither we, the Dealer Manager and Solicitation Agent, the Depositary and Information Agent, the Trustee nor any other person will be under any duty to give notice of any defects or irregularities in tenders of Notes or deliveries



of consents, or will incur any liability to Holders for failure to give any such notice.

6. *Waiver of Conditions.* While we have no current plans or arrangements to do so, we expressly reserve the absolute right, in our sole discretion, to amend or waive any of the conditions of the Tender Offer in the case of any Notes tendered, in whole or in part, at any time and from time to time. In the case of an amendment to a condition of the Tender Offer, we will give Holders notice of such amendment as may be required by applicable law.

7. *Backup Withholding; Substitute Form W-9; IRS Form W-8.* Each tendering Holder who is a U.S. person for U.S. federal income tax purposes (a “U.S. Holder”) is required to provide the Depository and Information Agent with the Holder’s correct taxpayer identification number (“TIN”), generally the Holder’s social security, individual taxpayer or federal employer identification number, on the Substitute Form W-9, which is provided under “Important Tax Information” below, and a certification that backup withholding does not apply or, alternatively, to establish another basis for exemption from backup withholding (currently at a rate of 24%). A U.S. Holder must cross out item (2) in the Certification box on Substitute Form W-9 if such U.S. Holder is subject to backup withholding. Failure to provide the required information may subject the tendering U.S. Holder to a \$50 penalty imposed by the Internal Revenue Service (the “IRS”) and to applicable U.S. federal backup withholding tax on all payments made to the U.S. Holder with respect to the Tender Offer. The box in Part III of the form should be checked if the tendering U.S. Holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part III is checked and the Depository and Information Agent is not provided with a TIN prior to the time of a payment, the Depository and Information Agent will withhold the applicable backup withholding amount from such payment. Each tendering Holder that is not a U.S. Holder (a “Non-U.S. Holder”), including entities, must submit an appropriate properly completed IRS Form W-8 certifying, under penalties of perjury, to such Non-U.S. Holder’s foreign status in order to establish an exemption from backup withholding. An appropriate IRS Form W-8 can be obtained from the Depository and Information Agent.

8. *Requests for Assistance or Additional Copies.* Any questions regarding the terms of the Tender Offer and Consent Solicitation may be directed to the Dealer Manager and Solicitation Agent at the locations and telephone numbers set forth below, and requests for additional copies of documentation related to the Tender Offer and Consent Solicitation, requests for copies of the Indenture and any questions or requests for assistance in tendering may be directed to the Depository and Information Agent at the location and telephone numbers set forth on the second page of this consent and letter of transmittal. Holders may also contract their broker, dealer, commercial bank or trust company for assistance concerning the Tender Offer or the Consent Solicitation.

*The Dealer Manager for the Tender Offer and Solicitation Agent for the Consent Solicitation is:*

**BofA Securities, Inc.**  
Attn: Liability Management  
(888) 292-0070 (toll-free)  
(980) 387-3907 (collect)  
214 North Tryon Street, 17<sup>th</sup> Floor  
Charlotte, North Carolina 28255

## 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 and Information Agent (as payor) with such U.S. Holder's correct TIN on Substitute Form W-9 below and a certification that backup withholding does not apply or otherwise establish a basis for exemption from backup withholding. If such U.S. Holder is an individual, the TIN is his or her social security number or individual taxpayer identification number, as the case may be. If the Depository and Information Agent is not provided with the TIN and required certification, a \$50 penalty may be imposed on the U.S. Holder by the Internal Revenue Service (the "IRS"), and all payments made with respect to Notes purchased pursuant to the Tender Offer will be subject to backup withholding (currently at a rate of 24%).

Certain U.S. Holders (including, among others, all corporations) are not subject to these backup withholding requirements. Exempt Holders should furnish their TIN, check the "Exempt" box in Part II of the Substitute Form W-9, and sign, date and return the Substitute Form W-9 to the Depository and Information Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.

A Non-U.S. Holder, including an entity, may qualify as an exempt recipient by submitting to the Depository and Information Agent an appropriate, properly completed IRS Form W-8BEN, W-8BEN-E, W-8ECI, W-8EXP or W-8IMY (a "Form W-8"), as the case may be, signed under penalties of perjury, certifying to that Holder's foreign status. An appropriate Form W-8 can be obtained from the Depository and Information Agent.

A Non-U.S. Holder will be subject to a 30% withholding tax on any payments received in respect of accrued but unpaid interest, unless such Holder provides an applicable Form W-8, certifying such Holder's foreign status. Payments received in respect of accrued but unpaid interest may also be subject to a 30% withholding tax under certain provisions of the Hiring Incentives to Restore Employment Act, generally referred to as "FATCA," unless such Non-U.S. Holder's establishes exempt status for FATCA purposes or certifies as to its compliance with applicable requirements of FATCA or any related U.S. or non-U.S. rules.

If backup withholding applies, the Depository and Information Agent is required to withhold the applicable backup withholding amount from all payments made to the Holder. Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may be obtained from the IRS, provided that the relevant information is timely furnished to the IRS.

### *Purpose of Substitute Form W-9*

To prevent backup withholding on payments made with respect to Notes purchased pursuant to the Tender Offer, a U.S. Holder is required to provide the Depository and Information Agent with either (i) the U.S. Holder's correct TIN by completing the Substitute Form W-9 below, certifying that the TIN provided on the Substitute Form W-9 is correct (or

that such U.S. Holder is awaiting a TIN), that the U.S. Holder is a U.S. person and that (a) the U.S. Holder has not been notified by the IRS that the U.S. Holder is subject to backup withholding as a result of a prior failure to report all interest or dividends or (b) the IRS has notified the U.S. Holder that the U.S. Holder is no longer subject to backup withholding; or (ii) another adequate basis for exemption.

*What Number to Give the Depository and Information Agent*

A U.S. Holder is required to give the Depository and Information Agent the TIN (e.g., social security number, individual taxpayer number or employee identification number) of the registered U.S. 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.

<p><b>SUBSTITUTE Form W-9</b></p> <p><b>Department of the Treasury Internal Revenue Service</b></p> <p><b>Payer's Request for Taxpayer Identification Number (TIN) and Certification</b></p>	<p>PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW</p> <p>_____ Name</p> <p>_____ Business Name</p> <p>Please check appropriate box</p> <p><input type="checkbox"/> Individual/Sole Proprietor or Single-Member LLC</p> <p><input type="checkbox"/> C Corporation    <input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> S Corporation    <input type="checkbox"/> Trust/Estate</p> <p><input type="checkbox"/> Limited Liability Company (also enter tax classification as C Corporation, S Corporation or partnership)</p> <p><input type="checkbox"/> Other</p> <p>_____ Address</p> <p>_____ City, State, Zip Code</p>	<p>Part I—Social Security Number OR Employer Identification Number</p> <p>_____ (If awaiting TIN, write “Applied For”)</p> <p>_____ Part II—For Payees exempt from backup withholding, see the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9, check the Exempt box below, and complete the Substitute Form W-9. Exempt <input type="checkbox"/></p> <p>_____ Part III Awaiting TIN <input type="checkbox"/></p> <p>Please complete the Certificate of Awaiting Taxpayer Identification Number below.</p>
<p>Certification—Under penalties of perjury, I certify that:</p> <p>(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</p> <p>(2) I am not subject to backup withholding because (a) I am exempt from backup withholding, (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</p> <p>(3) I am a U.S. person (including a U.S. resident alien).</p> <p><b>Certification Instructions</b>—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 and dividends on your tax return. (Also see instructions in the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.)</p>		
<p>SIGNATURE: _____ DATE: _____</p>		

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX  
IN PART III OF THE SUBSTITUTE FORM W-9

**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 (1) 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 (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of the payment, backup withholding, currently at a rate of 24% of the entire payment made to me will apply.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENT 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.

<b>For this type of account:</b>	<b>Give the TAXPAYER IDENTIFICATION NUMBER of—</b>
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. a. The usual revocable savings trust account (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)
5. Sole proprietorship or disregarded entity	The owner(3)
6. A valid trust, estate, or pension trust	The legal entity (4)
7. Corporation or LLC electing corporate status on The corporation Form 8832	The corporation
8. Association, club, religious, charitable, educational, The organization or other tax-exempt organization account	The organization
9. Partnership or multi-member LLC	The partnership
10. A broker or registered nominee	The broker or nominee
11. 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

- (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. You may also enter your business name. You may use either your Social Security number or your employer identification number (if you have one).
- (4) List first and circle the name of the trust, estate or pension trust. Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.

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.

**RESIDENT ALIEN INDIVIDUALS:** If you are a resident alien individual and you do not have, and are not eligible to get, a Social Security number, your taxpayer identification number is your individual taxpayer identification number ("ITIN") issued by the Internal Revenue Service. Enter it on the portion of the Substitute Form W-9 where the Social Security number would otherwise be entered. If you do not have an ITIN, see "Obtaining a Number" below.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON  
SUBSTITUTE FORM W-9 Page 2

*Obtaining a Number.* If you do not have a taxpayer identification number, obtain Form SS-5, Application for a Social Security Card (for individuals), from the local Social Security Administration office, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from the Internal Revenue Service (the “IRS”) and apply for a number. Resident alien individuals who are not eligible to get a Social Security number and need an ITIN should obtain Form W-7, Application for IRS Individual Taxpayer Identification Number, from the IRS. You may obtain Form SS-4 and Form W-7 from the IRS’s website at <http://www.irs.gov>.

*Payees and Payments Exempt from Backup Withholding.* The following is a list of payees exempt from backup withholding and for which no information reporting is required. For interest, all listed payees are exempt except the payee in item (9). For broker transactions, payees listed in items (1) through (13) and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7). Unless otherwise indicated, all “section” references are to sections of the Internal Revenue Code of 1986, as amended (the “Code”):

- (1) A domestic corporation.
- (2) An organization exempt from tax under section 501(a), or an IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
- (3) The United States or any of its agencies or instrumentalities.
- (4) A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
- (5) A foreign government or any of its political subdivisions, agencies or instrumentalities.
- (6) An international organization or any of its agencies or instrumentalities.
- (7) A foreign central bank of issue.
- (8) A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
- (9) A futures commission merchant registered with the Commodity Futures Trading Commission.
- (10) A real estate investment trust.
- (11) An entity registered at all times during the tax year under the Investment Company Act of 1940.

- (12) A common trust fund operated by a bank under section 584(a).
- (13) A financial institution.
- (14) A middleman known in the investment community as a nominee or custodian.
- (15) A trust exempt from tax under section 664 or described in section 4947.

Exempt payees described above should file Substitute Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, CHECK THE "EXEMPT" BOX IN PART II OF THE FORM, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER. IF YOU ARE A NONRESIDENT ALIEN OR A FOREIGN ENTITY NOT SUBJECT TO BACKUP WITHHOLDING, FILE WITH PAYER AN APPROPRIATE COMPLETED INTERNAL REVENUE SERVICE FORM W-8.

Certain payments other than interest, dividends and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see Sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N and the Treasury regulations promulgated thereunder.

Privacy Act Notice. Section 6109 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 your tax return. The IRS 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. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws or to Federal law enforcement and intelligence agencies to combat terrorism. Payers must be given the tax identification numbers whether or not recipients are required to file tax returns. Payers must generally withhold 24% 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 \$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 \$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.