



LETTER OF TRANSMITTAL

with respect to

MARKEL CORPORATION ALTERRA FINANCE LLC

Offers to Purchase for Cash Any and All of Their Respective Outstanding Notes Listed in the Table Below

Pursuant to the Offer to Purchase dated September 12, 2019

Issuer/Obligor	Title of Security	CUSIP Number/ISIN
Alterra Finance LLC	6.25% Senior Notes due 2020	02153LAA2 / US02153LAA26
Markel Corporation	5.35% Senior Notes due 2021	570535AJ3 / US570535AJ39

This Letter of Transmittal relates to separate offers (i) by Markel Corporation (“*Markel*” or the “*Company*”) to purchase for cash any and all of its outstanding 5.35% Senior Notes due 2021 and (ii) by Alterra Finance LLC (“*Alterra*”), a wholly-owned subsidiary of Markel, to purchase for cash any and all of its outstanding 6.25% Senior Notes due 2020 (each, an “*Offer*” and, collectively, the “*Tender Offer*”), from each registered holder thereof (each, a “*Holder*” and, collectively, the “*Holders*”), upon the terms and subject to the conditions set forth in the Offer Documents. Capitalized terms used but not defined in this Letter of Transmittal have the respective meanings ascribed to them in the Offer to Purchase, dated September 12, 2019 (as the same may be amended or supplemented from time to time, the “*Offer to Purchase*”). **This Letter of Transmittal need not be completed by Holders tendering Notes through DTC’s Automated Tender Offer Program (“ATOP”).**

The Tender Offer will expire at 5:00 p.m., New York City Time, on September 18, 2019, unless extended (such time and date, as the same may be extended with respect to either Offer, the “Expiration Time”) or earlier terminated. Holders of Notes must validly tender and not validly withdraw their Notes prior to the Expiration Time to be eligible to receive the applicable Consideration (as defined below) for their Notes. Notes tendered pursuant to the Tender Offer may be withdrawn at or prior to, 5:00 p.m., New York City Time, on September 18, 2019 (as such date and time may be extended with respect to either Offer), and otherwise as provided in the Offer to Purchase.

The Tender Agent for the Tender Offer is:
Global Bondholder Services Corporation

*By Regular, Registered or Certified Mail;
Hand or Overnight Delivery:*
65 Broadway, Suite 404
New York, New York 10006
Attention: Corporate Actions

By Facsimile Transmission:
(212) 430-3775 (for eligible institutions only)
To confirm receipt of facsimile by telephone:
(212) 430-3774

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 DELIVERY TO THE TENDER AGENT.

PURSUANT TO THE TENDER OFFER, HOLDERS WHO WISH TO BE ELIGIBLE TO RECEIVE THE APPLICABLE CONSIDERATION MUST VALIDLY TENDER, AND NOT VALIDLY WITHDRAW, THEIR NOTES BEFORE THE EXPIRATION TIME.

By tendering Notes pursuant to the Tender Offer, the undersigned acknowledges receipt of the Offer to Purchase, this Letter of Transmittal and the Instructions hereto and the Notice of Guaranteed Delivery, which together constitute the Offer Documents for the Tender Offer. To the extent there are any conflicts between the terms and conditions of this Letter of Transmittal and the terms and conditions of the Offer to Purchase, the terms and conditions of the Offer to Purchase shall control. The debt securities listed on the front cover of this Letter of Transmittal are referred to herein collectively as the “Notes,” and each series is referred to as a “Series” of Notes.

The “Consideration” for each Series per each \$1,000 principal amount of Notes validly tendered and accepted for payment pursuant to the Tender Offer will be determined in the manner described in the Offer to Purchase by reference to the applicable Fixed Spread specified for such Series on the front cover of the Offer to Purchase over the yield to maturity, based on the bid side price, of the applicable U.S. Treasury Security specified on the front cover of the Offer to Purchase for such Series, as calculated by the Dealer Managers at 2:00 p.m., New York City time, on September 18, 2019. Holders whose Notes are purchased pursuant to the Tender Offer also will receive accrued and unpaid interest thereon from the applicable last interest payment date to, but not including, the date of payment of the applicable Consideration for such Notes in the Tender Offer.

All of the Notes are held in book-entry form and registered in the name of Cede & Co., as the nominee of DTC. This Letter of Transmittal is to be used by Holders of Notes if delivery of such Notes is to be made by book-entry transfer to the account maintained by the Tender Agent at the Depository Trust Company (“DTC”) pursuant to the procedures set forth in the Offer to Purchase under “Principal Terms of the Tender Offer—Procedures for Tendering Notes” and an Agent’s Message is not being transmitted through the DTC Automated Tender Offer Program (“ATOP”). Holders that are tendering Notes by book-entry transfer to the Tender Agent’s account at DTC can execute the tender through ATOP, for which the Offer will be eligible, pursuant to the procedures set forth in the Offer to Purchase under “Principal Terms of the Tender Offer—Procedures for Tendering Notes—Book Entry Delivery and Tender of Notes Through ATOP,” and need not complete this Letter of Transmittal.

Holders who wish to tender through DTC’s ATOP procedures should allow sufficient time for completion of the ATOP procedures during normal business hours before the Expiration Time. For a description of certain procedures to be followed in order to tender Notes through ATOP, please see “Principal Terms of the Tender Offer—Procedures for Tendering Notes” in the Offer to Purchase and the Instructions to this Letter of Transmittal. Beneficial owners whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to tender Notes so registered.

Holders who validly tender their Notes may validly withdraw their tendered Notes at any time prior to the earlier of (i) the Expiration Date and (ii) if either Offer is extended, the 10th business day after commencement of such Offer. Notes also may be validly withdrawn at any time after the 60th business day after commencement of any Offer if for any reason such Offer has not been consummated within 60 business days after commencement of such Tender Offer. See Instruction 4 to this Letter of Transmittal. After such time, you may not withdraw your Notes except in certain limited circumstances where additional withdrawal rights are required by law (as determined by the applicable Offeror in its sole discretion).

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 may tender such Notes by following the procedures for guaranteed delivery set forth in the section of the Offer to Purchase entitled “Principal Terms of the Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery,” including physical delivery of the Notice of Guaranteed Delivery to the Tender Agent. See Instruction 3 to this Letter of Transmittal. Delivery of documents to DTC does not constitute delivery to the Tender Agent. In order to ensure participation in the Tender Offer, Notes must be properly tendered prior to the Expiration Time.

The Instructions included with this Letter of Transmittal and in the Offer to Purchase must be followed by Holders who wish to tender their Notes pursuant to the Tender Offer. Questions and requests for assistance relating to

the procedures for tendering Notes or for additional copies of the Offer to Purchase, this Letter of Transmittal or the Notice of Guaranteed Delivery must be directed to Global Bondholder Services Corporation, the Tender Agent and Information Agent, at the address and telephone numbers set forth on the back cover of this Letter of Transmittal. Requests for assistance relating to the terms and conditions of the Tender Offer may be directed to either of the Dealer Managers at its address and telephone number set forth on the back cover of this Letter of Transmittal.

The Offer Documents do not constitute an offer to purchase, or the solicitation of an offer to sell, Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer or solicitation under applicable securities or blue sky laws. The delivery of the Offer Documents shall not under any circumstances create any implication that the information contained therein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth therein or in the affairs of the Company or Alterra since the date hereof.

TENDER OF NOTES PURSUANT TO THE TENDER OFFER

PLEASE COMPLETE THE FOLLOWING:

The Notes to which this Letter of Transmittal relates are listed below. The Notes may be tendered and accepted for purchase only in minimum principal amounts integral multiples in excess thereof as set forth in the Offer to Purchase. No alternative, conditional or contingent tenders will be accepted. **This form need not be completed by Holders tendering Notes through ATOP.**

Notes may be tendered only in principal amounts equal to the minimum authorized denomination set forth in the Offer to Purchase under “Procedures for Tendering Notes—Acceptance of Notes for Purchase; Payment of Notes” and the integral multiple in excess of such minimum authorized denomination for the respective Series of Notes. Alternative, conditional or contingent tenders will not be considered valid. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination as set forth in the Offer to Purchase under “Procedures for Tendering Notes—Acceptance of Notes for Purchase; Payment of Notes.”

DESCRIPTION OF NOTES TENDERED			
Name of DTC Participant and Participant’s DTC Account Number in which USD Notes are Held (Please Fill in, if Blank)	Note	Aggregate Principal Amount Represented*	Aggregate Principal Amount Tendered*
	6.25% Senior Notes due 2020 (CUSIP No./ISIN: 02153LAA2/ US02153LAA26)		
	5.35% Senior Notes due 2021 (CUSIP No./ISIN: 570535AJ3/ US570535AJ39)		
* Unless otherwise indicated in the column labeled “Aggregate principal amount tendered” and subject to the terms and conditions of the Offer to Purchase, a Holder will be deemed to have tendered with respect to the entire aggregate principal amount represented by the Notes indicated in the column labeled “Aggregate Principal Amount Represented.”			

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

Name of Tendering Institution: _____

Account Number: _____ Transaction Code Number: _____

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

Name(s) of Holder(s): _____

Window Ticket Number (if any): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Eligible Institution that Guaranteed Delivery: _____

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

Ladies and Gentlemen:

The undersigned hereby tenders to the applicable Offeror the aggregate principal amount of Notes indicated in this Letter of Transmittal upon the terms and subject to the conditions set forth in this Letter of Transmittal and the Offer to Purchase, receipt of which is hereby acknowledged. The undersigned understands that neither Offer is conditioned upon any minimum amount of Notes being tendered nor the consummation of the other Offer, and either Offer may be amended, extended, terminated or withdrawn individually.

Subject to, and effective upon, the acceptance for purchase of, and payment for, the principal amount of the Notes tendered with this Letter of Transmittal, in accordance with the terms and subject to the conditions of the Tender Offer, the undersigned hereby (i) irrevocably sells, assigns and transfers to the applicable Offeror all right, title and interest in and to all the Notes tendered by the undersigned and accepted for purchase pursuant to the terms of the Offer to Purchase, (ii) waives any and all other rights with respect to the Notes and, in the case of the 2020 Notes, the guarantee by Markel relating thereto (including, without limitation, any existing or past defaults and the consequences thereof in respect of the Notes and the applicable indenture), (iii) releases, forever discharges and agrees not to sue the Company or the trustee with respect to the 2021 Notes and Alterra or the trustee with respect to the 2020 Notes or their respective affiliates from any and all claims, demands, causes of action and liabilities of any kind and under any theory whatsoever it may have now, or may have in the future, arising out of, or related to, such Notes or, in the case of the 2020 Notes, the guarantee of Markel relating to such Notes, including, without limitation, any claims that it 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 (but excluding any liability arising under United States federal securities laws in connection with the Tender Offer), and (iv) irrevocably constitutes and appoints the Tender Agent as its true and lawful agent and attorney-in-fact (with full knowledge that the Tender Agent also acts as the agent of the Company and Alterra) with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) or transfer ownership of such Notes on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to the Company or Alterra, as applicable, (b) present such Notes for transfer on the relevant security register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Tender Agent will have no rights to, or control over, funds from the Company or Alterra, as applicable, except as agent for the tendering Holders, for the Consideration, plus any Accrued Interest, of Notes tendered pursuant to the Tender Offer, as determined pursuant to the terms of the Offer to Purchase, for any tendered Notes that are purchased by the Company or Alterra).

The undersigned understands that Notes subject to the Tender Offer may be validly withdrawn at any time before the earlier of (i) the Expiration Time, or (ii) if the Tender Offer is extended, the 10th business day after commencement of the Tender Offer. Notes subject to the Tender Offer may also be validly withdrawn in the event the Tender Offer has not been consummated within 60 business days after commencement. The undersigned understands that the tender of Notes may be validly withdrawn only in compliance with the procedures described in the Offer to Purchase.

The undersigned hereby represents and warrants that the undersigned owns the Notes tendered and has full power and authority to tender, sell, assign and transfer the Notes tendered hereby, and that when such Notes are accepted for purchase and paid for by the Company or Alterra, as the case may be, the Company or Alterra, as applicable, will acquire good, marketable and unencumbered title thereto, free and clear of all charges, liens, restrictions, claims, equitable interests and encumbrances and not subject to any adverse claim or right, and together with all rights attached thereto. The undersigned will, upon request, execute and deliver any additional documents deemed by the Tender Agent or the Company or Alterra, as the case may be, to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby. The undersigned hereby makes such further representations and warranties as are set forth under the heading “Principal Terms of the Tender Offer—Procedures for Tendering Notes—Representations, Warranties and Undertakings” in the Offer to Purchase, which are incorporated by reference herein as though set forth herein.

The undersigned understands that the tender of Notes pursuant to any of the procedures described in the Offer to Purchase and in the Instructions hereto and acceptance thereof by the Company or Alterra, as applicable, will constitute a binding agreement between the undersigned and the Company and Alterra, as applicable, upon the terms and subject to the conditions of the Offer to Purchase. For purposes of the Tender Offer, the undersigned understands that the Company or Alterra, as applicable, will be deemed to have accepted for purchase validly tendered Notes if, as, and when such Offeror gives oral or written notice thereof to the Tender Agent.

Notwithstanding any other provision of the Tender Offer, the undersigned understands that the obligations of the Company and Alterra to accept for purchase, and to pay for, the Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is subject to, and conditioned upon, the satisfaction or waiver of the conditions to the Tender Offer set forth in the section of the Offer to Purchase entitled “Principal Terms of the Tender Offer—Conditions of the Tender 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 successors, assigns, heirs, executors, administrators, trustee in bankruptcy and legal representatives, and shall survive, the undersigned’s death or incapacity.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tendered Notes pursuant to any of the procedures described above will be determined by the Company or Alterra, as applicable, in its sole discretion (whose determination shall be final and binding). Each of the Company and Alterra expressly reserve the absolute right, in its sole discretion, subject to applicable law, to reject any or all tenders of the Notes determined by it not to be in proper form or if the acceptance for purchase of, or payment for, such Notes may, in the opinion of the Company or Alterra, be unlawful. Each of the Company and Alterra also reserves the absolute right, in its sole discretion, subject to applicable law, to waive or amend any of the conditions of the Tender Offer or to waive any defect or irregularity in any tender with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Company’s or Alterra’s interpretation, as applicable, of the terms and conditions of the Offer to Purchase (including this Letter of Transmittal and the Instructions hereto) will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Company or Alterra determines, unless waived by the Company or Alterra. Tenders of Notes shall not be deemed to have been made until all defects or irregularities have been waived by the Company or Alterra, as applicable, or cured. None of the Company, Alterra, the Dealer Managers, the Tender Agent, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

PLEASE SIGN HERE

**(To Be Completed by All Tendering Holders of Notes Unless an Agent's Message
is Delivered in Connection with a Book-Entry Transfer of Such Notes)**

This Letter of Transmittal must be signed by the Holder(s) of Notes exactly as the name(s) of such Holder(s) appear(s) on a DTC security position listing as the owner of Notes or by the person(s) authorized to become registered holder(s) by properly completed bond powers transmitted herewith. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Company or Alterra, as applicable, of such person's authority to so act. See Instruction 6 below.

X _____

X _____

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

Date: _____, 2019

Name(s) _____

(Please Print)

Capacity: _____

Address: _____

(Including Zip Code)

Area Code and Telephone No.: (_____) _____

Employer Identification or Social Security Number: _____

PLEASE COMPLETE IRS FORM W-9 OR APPROPRIATE IRS FORM W-8

SIGNATURE GUARANTEE, IF REQUIRED (See Instructions 1 and 6 below)

(Name of Medallion Signature Guarantor Guaranteeing Signature)

(Address (Including Zip Code) and Telephone Number (Including Area Code) of Finn)

(Authorized Signature)

(Printed Name)

(Title)

Date: _____, 2019

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER TO PURCHASE

1. **Guarantee of Signatures.** Signatures on this Letter of Transmittal must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange, Inc. Medallion Signature Program or the Stock Exchange Medallion Program (each, a “*Medallion Signature Guarantor*”), unless the Notes tendered thereby are tendered and delivered (i) by a participant in DTC whose name appears on a security position listing as the owner of such Notes, or (ii) for the account of a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority or 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(a)(2) under the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”) (each of the foregoing being referred to as an “*Eligible Institution*”). Without limiting the foregoing, unless Notes are tendered by an Eligible Institution, if the signer of the Letter of Transmittal is not the DTC participant whose name appears on a security position listing as the owner of the Notes, then the signature on this Letter of Transmittal accompanying the tendered Notes must be guaranteed by a Medallion Signature Guarantor as described above. Beneficial owners whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to tender Notes so registered. See “Principal Terms of the Tender Offer—Procedures for Tendering Notes” in the Offer to Purchase.

2. **Requirements of Tender.** This Letter of Transmittal is to be completed by Holders if tender of the Notes is to be made by book-entry transfer to the Tender Agent’s account at DTC pursuant to the procedures set forth under “Principal Terms of the Tender Offer—Procedures for Tendering Notes” in the Offer to Purchase, and an Agent’s Message is not being transmitted through ATOP. A confirmation of a book-entry transfer into the Tender Agent’s account at DTC of all Notes delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof) or a properly transmitted “Agent’s Message” and any other required documents, must be received by the Tender Agent at its address set forth herein on or before the Expiration Time. Delivery of the documents to DTC does not constitute delivery to the Tender Agent. This Letter of Transmittal and any other documents required in connection with this Letter of Transmittal should be sent only to the Tender Agent, and not to the Company, Alterra, the Dealer Managers or the trustee with respect to the Notes. Notes may be tendered and accepted for purchase only in minimum principal amounts as indicated in the Offer to Purchase.

Holders who tender their Notes through DTC’s ATOP procedures shall be bound by, but need not complete, this Letter of Transmittal. Accordingly, a Letter of Transmittal need not accompany tenders of Notes effected through ATOP.

The delivery and surrender of Notes is not effective, and the risk of loss of tendered Notes does not pass to the Tender Agent, until receipt by the Tender Agent of a book-entry confirmation with respect to the Notes, together with this Letter of Transmittal, properly completed and duly executed or, in the case of Notes tendered through DTC’s ATOP, of a properly transmitted Agent’s Message, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Offerors. Except as otherwise provided herein and in the Offer to Purchase, delivery of Notes will be deemed made only when the Agent’s Message is actually received by the Tender Agent. Delivery of documents to DTC does not constitute delivery to the Tender Agent. All questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by the Offerors, in their sole discretion, which determination shall be final and binding.

If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed for such documents to reach the Tender Agent before the Expiration Time.

No alternative, conditional or contingent tenders will be accepted. All tendering Holders, by execution of this Letter of Transmittal (or a manually signed facsimile hereof) or delivery of an Agent’s Message, as applicable, waive any right to receive any notice of the acceptance of their Notes for payment.

3. **Guaranteed Delivery Procedures.** If a Holder desires to tender Notes pursuant to the Tender Offer and (i) 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 (ii) 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 (defined below);
- prior to the Expiration Time, the Tender Agent has received from such Eligible Institution, at the address of the Tender Agent set forth on the last page of this Letter of Transmittal, a physical copy of a properly completed and duly executed Notice of Guaranteed Delivery (by manually signed facsimile transmission, mail or hand delivery) in substantially the form provided by the Company and Alterra setting forth the name and address of the DTC participant tendering Notes on behalf of the Holder(s) and the principal amount of Notes being tendered, and representing that the Holder(s) own such Notes, and the tender is being made thereby and guaranteeing that, no later than the close of business on the second business day after the Expiration Time, a properly completed and duly executed Letter of Transmittal (or a manually signed 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 under the caption "Procedures for Tendering Notes—Book Entry Transfer," 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 a manually signed 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 under the caption "Procedures for Tendering Notes—Book Entry Transfer," and all other required documents are received by the Tender Agent no later than the close of business on the second business day after the Expiration 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 Tender Agent. However, you will be bound by the terms of the Tender Offer. Guaranteed Deliveries may be submitted only in authorized denominations. Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer, including those tendered through the guaranteed delivery procedures.

The Eligible Institution that completes the Notice of Guaranteed Delivery must deliver a physical copy of the Notice of Guaranteed Delivery to the Tender Agent and must deliver the Letter of Transmittal or Agent's Message, together with confirmation of book-entry transfer thereof, to the Tender Agent within the relevant time periods stated above. **Failure to do so will result in an invalid tender of the related Notes and could result in a financial loss to such Eligible Institution.**

4. **Withdrawal of Tenders.** Notes subject to the Tender Offer may be validly withdrawn at any time before the earlier of (i) the Expiration Time, or (ii) if the Tender Offer is extended, the 10th business day after commencement of the Tender Offer. Notes subject to the Tender Offer may also be validly withdrawn in the event the Tender Offer has not been consummated within 60 business days after commencement. If the Tender Offer is terminated or withdrawn, the Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

For a withdrawal of a tender of Notes to be effective, the Tender Agent must receive a written or facsimile transmission withdrawal notice before the applicable time described above by a properly transmitted "Request Message" through ATOP. Any such notice of withdrawal must (i) specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes, (ii) contain the description of the Notes to be withdrawn and the aggregate principal amount represented by such Notes, (iii) be signed by such participant in the same manner as the participant's name is listed in the applicable Agent's Message, and (iv) specify the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes. A withdrawal of Notes may only be accomplished in accordance with the foregoing procedures.

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. Notes validly withdrawn may thereafter be retendered at any time before the Expiration Time by following the procedures described in the Offer to Purchase under "Principal Terms of the Tender Offer—Procedures for Tendering Notes."

The Company or Alterra, as applicable, will determine all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender, in its sole discretion, which determination shall be final and binding. Each of the Company and Alterra expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all attempted withdrawals of the Notes determined by it not to be in proper form or if the withdrawal of such Notes may, in the opinion of the Company or Alterra, as applicable, be unlawful. Each of the Company and Alterra also reserves the absolute right, in its sole discretion, subject to applicable law, to waive any defect or irregularity in any withdrawal with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. None of the Company, Alterra, the Dealer Managers, the Tender Agent, the Information Agent nor any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

If the applicable Offeror is delayed in its acceptance for purchase of, or payment for, any Notes or is unable to accept for purchase or pay for any Notes pursuant to the Tender Offer for any reason, then, without prejudice to such the rights of the Offeror hereunder, but subject to applicable law, tendered Notes may be retained by the Tender Agent on behalf of the Offeror, as applicable, and may not be validly withdrawn (subject to Rule 14e-1 under the Exchange Act, which requires that the Offeror pay the consideration offered or return the Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the applicable Offer, and our requirement to permit withdrawal if the Tender Offer has not been consummated within 60 business days after commencement).

5. **Partial Tenders.** Notes may be tendered (and guarantees may be delivered) only in principal amounts equal to the minimum authorized denomination and the integral multiple in excess of the minimum authorized denomination for the respective Series of Notes. Alternative, conditional or contingent tenders will not be considered valid. If less than the entire principal amount of the Notes is tendered, the tendering Holder must fill in the principal amount tendered in the last column of the box entitled “Description of Notes Tendered in Tender Offer.” 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 returned by credit to the account at DTC designated herein.

6. **Signatures on this Letter of Transmittal, Bond Powers and Endorsement; Guarantee of Signatures.** If this Letter of Transmittal is signed by a participant in DTC whose name is shown on a security position listing as the owner of the Notes tendered hereby, the signature must correspond with the name shown on such security position listing.

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

7. **Information Reporting and Backup Withholding.** Payments made to Holders may be subject to information reporting and backup withholding of U.S. federal income tax, currently at a rate of 24%. Certain Holders are not subject to these information reporting and backup withholding requirements. To avoid backup withholding, U.S. Holders that do not otherwise establish an exemption should complete and return an Internal Revenue Service (“IRS”) Form W-9, certifying that the U.S. Holder is a U.S. person, that the taxpayer identification number provided is correct, and that the U.S. Holder is not subject to backup withholding. Failure to provide the correct information on the IRS Form W-9 may subject the tendering U.S. Holder to a \$50 penalty imposed by the IRS. Holders that are non-U.S. persons may be required to complete and submit an IRS Form W-8BEN or IRS Form W-8BEN-E or other applicable IRS W-8 Form, signed under penalties of perjury, attesting to the holder’s foreign status. The appropriate IRS forms may be obtained from at the IRS website, www.irs.gov.

FAILURE TO COMPLETE AN IRS FORM W-9, THE APPROPRIATE IRS FORM W-8 OR OTHER APPROPRIATE TAX FORM MAY RESULT IN BACKUP WITHHOLDING OF U.S. FEDERAL INCOME TAX AT A RATE OF 24% ON ANY PAYMENTS MADE TO YOU PURSUANT TO THE TENDER OFFER.

8. **Transfer Taxes.** Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Company, Alterra, the Dealer Managers, the Tender Agent or the Information Agent, or to pay transfer taxes with respect to the purchase of their Notes. If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you should ask your broker, dealer, commercial bank, trust

company or other nominee if they will charge you a fee to tender your Notes through them. The Company or Alterra, as applicable, will pay all other charges and expenses in connection with the Tender Offer. See “The Dealer Managers, the Tender Agent and the Information Agent” in the Offer to Purchase.

9. **Irregularities.** All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tendered Notes pursuant to any of the procedures described in the Offer to Purchase will be determined by the Company or Alterra, as applicable, in its sole discretion (whose determination shall be final and binding). Each of the Company or Alterra expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all tenders of Notes determined by it not to be in proper form or if the acceptance for purchase of, or payment for, such Notes may, in the opinion of the Company or Alterra, be unlawful. The Company or Alterra also reserves the absolute right, in its sole discretion, subject to applicable law, to waive or amend any of the conditions of the Offer to Purchase or to waive any defect or irregularity in any tender with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The interpretation of the terms and conditions of the Offer to Purchase (including this Letter of Transmittal and the Instructions hereto) by the Company and Alterra will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Company or Alterra determines, unless waived by the Company or Alterra, as applicable. Tenders of Notes shall not be deemed to have been made until all defects or irregularities have been waived by the Company or Alterra, as applicable, or cured. None of the Company, Alterra, the Tender Agent, the Information Agent, the Dealer Managers nor any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

10. **Waiver of Conditions.** Each of the Company and Alterra expressly reserves the right, in its sole discretion, to amend or waive any of the conditions to either Offer in respect of any Notes tendered in whole or in part, at any time and from time to time. Notwithstanding any other provisions of the Offer to Purchase, each of the Company and Alterra has the right, in its sole discretion, to terminate, withdraw or amend the terms of either Offer, at any time.

11. **Requests for Assistance or Additional Copies.** Questions and requests for assistance relating to the procedures for tendering Notes or for additional copies of the Offer Documents may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Letter of Transmittal. Requests for assistance relating to the terms and conditions of the Tender Offer may be directed to either Dealer Manager at its address and telephone number set forth on the back cover of this Letter of Transmittal. Requests for additional copies of the Offer Documents may also be directed to brokers, dealers, commercial banks or trust companies.

Any questions or requests for assistance or additional copies of the Offer to Purchase, this Letter of Transmittal or the Notice of Guaranteed Delivery may be directed to the Information Agent at the address or telephone numbers set forth below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Tender Offer.

The Information Agent for the Tender Offer is:

Global Bondholder Services Corporation

65 Broadway, Suite 404
New York, New York 10006
Attention: Corporate Actions
Email: contact@gbsc-usa.com
<http://www.gbsc-usa.com/Market/>

Banks and Brokers Call: (212) 430-3774
Toll Free: (866) 924-2200
International call: 001-212-430-3774

If you need assistance with respect to the procedures for participating in the Tender Offer, you should contact the Tender Agent at the address and telephone numbers set forth below.

The Tender Agent for the Tender Offer is:

Global Bondholder Services Corporation

By Regular, Registered or Certified Mail:

Hand or Overnight Delivery:

65 Broadway, Suite 404
New York, New York 10006
Attention: Corporate Actions
Email: contact@gbsc-usa.com
<http://www.gbsc-usa.com/Market/>

By Facsimile Transmission:

(212) 430-3775 (for eligible institutions only)
To confirm receipt of facsimile by telephone:
(212) 430-3774

Any questions regarding the terms of the Tender Offer should be directed to the Dealer Managers at the addresses and telephone numbers set forth below.

The Dealer Managers for the Tender Offer are:

Wells Fargo Securities, LLC
550 South Tryon Street, 5th Floor
Charlotte, North Carolina 28202
Attn: Liability Management Group
Toll-Free: (866) 309-6316
Collect: (704) 410-4756

Citigroup Global Markets Inc.
388 Greenwich Street, 7th Floor
New York, New York 10013
Attn: Liability Management Group
Toll free: (800) 558-3745
Collect: (212) 723-6106