

LETTER OF TRANSMITTAL

To Tender Any and All of the Outstanding

6 7/8% Senior Notes due 2020 (CUSIP No. 880349AQ8 / ISIN US880349AQ88)

of

Tenneco Inc.

Pursuant to the Offer to Purchase dated June 6, 2016

THE TENDER OFFER (AS DEFINED BELOW) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON JUNE 10, 2016, UNLESS EXTENDED BY US IN OUR SOLE DISCRETION (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE "EXPIRATION TIME"). HOLDERS MUST TENDER THEIR NOTES, OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY, AT OR PRIOR TO THE EXPIRATION TIME IN ORDER TO BE ELIGIBLE TO RECEIVE THE PURCHASE PRICE (AS DEFINED BELOW).

The Depositary and Information Agent for the Tender Offer is:

Global Bondholder Services Corporation

Confirmation by Telephone:
(866) 470-4500 (toll-free)
(212) 430-3774 (collect)

*By Hand, Overnight Delivery or Mail
(Registered or Certified Mail Recommended):*
Global Bondholder Services Corporation
65 Broadway, Suite 404
New York, New York 10006
Attention: Corporate Actions

*By Facsimile Transmission:
(for Eligible Institutions only):*
(212) 430-3775
Attention: Corporate Actions

All terms used herein and not defined herein have the respective meanings ascribed to them in the Offer to Purchase dated June 6, 2016 of Tenneco Inc. (the "Offer to Purchase").

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

This letter of transmittal is to be used by holders of the series of our debt securities listed in the heading of this letter of transmittal. Tender of the Notes is to be made according to the Automated Tender Offer Program ("ATOP") of DTC pursuant to the procedures set forth in the Offer to Purchase under the caption "Procedures for Tendering Notes—Book-Entry Delivery of the Notes; Tender through ATOP," or if time will not permit you to complete your tender by using the procedures described above before the Expiration Time, follow the guaranteed delivery procedures set forth in the Offer to Purchase under the caption "Procedures for Tendering Notes—Guaranteed Delivery Procedures." DTC participants that are accepting the Tender Offer must transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the DTC account of the Depository and Information Agent, Global Bondholder Services Corporation, DTC will then send a computer generated message known as an "agent's message" to the Depository and Information Agent for its acceptance. For you to validly tender your Notes in the Tender Offer, the Depository and Information Agent must receive and confirm, prior to the Expiration Time, an agent's message under the ATOP procedures that affirms that:

- DTC has received your instructions to tender your Notes; and
- you agree to be bound by the terms of this letter of transmittal.

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

Holders of Notes may use the guaranteed delivery procedures described in the Offer to Purchase under "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 Depository and Information Agent before the Expiration Time or (3) the procedures for book-entry transfer cannot be completed on a timely basis.

We will pay for Notes that we have accepted for purchase by wiring to DTC on the Settlement Date funds sufficient to pay the full amount of the Purchase Price that we then owe to the Holders plus cash in the amount of the interest accrued on the purchased Notes from the last interest payment date to, but not including, the Settlement Date. For the avoidance of doubt, accrued interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer, including those tendered by the guaranteed delivery procedures. We will not be responsible for any mistakes or delays made by DTC or any of its participants in distributing the Purchase Price 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.

The Tender Offer is being made strictly upon the terms and subject to the conditions set forth herein and elsewhere in the Offer to Purchase.

The consummation of the Tender Offer is subject to certain conditions including the Financing Condition and the General Conditions, all as more fully described in the Offer to Purchase under "Conditions to Consummation of the Tender Offer."

The instructions included with this letter of transmittal must be followed. Questions and requests for assistance with tendering Notes or for additional copies of the Offer to Purchase and this letter of transmittal may be directed to the Depository and Information Agent, whose address and telephone numbers appear on the second page of this letter of transmittal, and questions regarding the terms of the Tender Offer may be directed to the Dealer Manager, Merrill Lynch, Pierce, Fenner & Smith Incorporated, whose address and telephone number appear under Instruction 8 below.

THE TENDER OFFER IS 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 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, you acknowledge receipt of the Offer to Purchase (including this letter of transmittal and instructions hereto), which constitutes our offer to purchase any and all of the Notes.

The Tender Offer is subject to certain conditions described in the Offer to Purchase under “Conditions to the Consummation of the Tender Offer.”

Upon the terms and subject to the conditions of the Tender Offer, you hereby tender to us the principal amount of Notes indicated in the applicable agent’s message.

Subject to, and effective upon, the acceptance for purchase of the principal amount of Notes tendered under this letter of transmittal, you hereby tender, 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 hereby, 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. You hereby 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 understand that tenders of Notes made prior to the Expiration Time may be withdrawn at any time prior to the Expiration Time, but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law.

You understand that tenders of your Notes pursuant to the procedures described in the Offer to Purchase and in the instructions hereto and acceptance thereof by us will constitute a binding agreement between you and us upon the terms and subject to the conditions of the Tender Offer.

You hereby represent and warrant that you have full power and authority to tender, sell, assign and transfer the Notes tendered hereby, 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 Depositary and Information Agent or by us to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby.

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 Depositary and Information Agent.

You understand that we will not accept for purchase any Notes tendered after the Expiration Time.

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

You understand that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Depositary and Information Agent, until receipt and confirmation of an “agent’s message.”

You understand 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, in our sole discretion, which determination shall be final and binding.

Very truly yours,

Tenneco Inc.

INSTRUCTIONS
Forming Part of the Terms and Conditions
of the Tender Offer

1. *Book-Entry Confirmations; Notice of Guaranteed Delivery; Consideration.* To be eligible to receive the Purchase Price on the 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 Expiration Time will be accepted in accordance with the procedures described in the preceding sentence or otherwise in compliance with this 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 Expiration Time 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 withdraw Notes will be paid accrued and unpaid interest, if any, from the last interest payment date on such Notes up to, but not including, the Settlement Date for their Notes accepted for purchase.

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 the Depository and Information Agent 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 this 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 Exchange Act of 1934, as amended;

(b) before the Expiration Time, the Depository and Information Agent receives a 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 June 14, 2016, the second business day after the scheduled 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 the Depository and Information Agent; 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 the Letter of Transmittal are received by the Depository and Information Agent by the close of business on June 14, 2016, the second business day after the scheduled Expiration Time.

2. *Withdrawals.* Tendered Notes may be validly withdrawn from the Tender Offer at any time (i) at or prior to the earlier of (x) the Expiration Time and (y) in the event that the Tender Offer is extended, the tenth business day after commencement of the Tender Offer, and (ii) after the 60th business day after the commencement of the Tender Offer if for any reason the Tender Offer has not been consummated within 60 business days after commencement. If we amend the Tender Offer in a manner materially adverse to you as a tendering Holder, withdrawal rights will be extended, as we determine appropriate and in accordance with applicable law, to allow tendering Holders a reasonable opportunity to respond to such amendment. 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 Expiration Time, assuming no additional withdrawal rights are so required. If you withdraw Notes, you will have the right to re-tender them through ATOP prior to the Expiration Time.

All questions as to the validity, form and eligibility (including time of receipt) of notices of withdrawal of tenders 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, 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 incur any liability for failure to give any such notification.

3. *Partial Tenders.* Notes may be tendered 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 denominations 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, unless otherwise indicated. If the entire principal amount of all Notes is not tendered or not accepted for purchase, Notes representing such untendered amount 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 will be determined by us, in our sole discretion, which determination shall be final and binding. Alternative, conditional or contingent tenders will not be considered valid. We reserve the absolute right to reject any or all tenders 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. Our interpretation of the terms and conditions of the Tender Offer (including the instructions in this letter of transmittal) will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as 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. Neither we, the Dealer Manager, the Depository 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 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, to the extent we are legally permitted to do so, we expressly reserve the absolute right, in our sole discretion, at any time to waive any condition to the Tender Offer or amend any of the terms of the Tender Offer, in the case of any Notes tendered, in whole or in part. 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; Form W-9; IRS Form W-8.* Each tendering U.S. Holder is required to provide the Depository and Information Agent with such U.S. Holder's correct taxpayer identification number ("TIN"), generally the U.S. Holder's social security or employer identification number, on IRS Form W-9 or, alternatively, to establish another basis for exemption from backup withholding. A U.S. Holder must cross out item (2) in Part II of the IRS Form W-9 if such U.S. Holder is subject to backup withholding. Failure to provide the information on the form may subject the tendering U.S. Holder to 28% federal backup withholding on the payments made to the U.S. Holder with respect to Notes purchased pursuant to the Tender Offer. If the U.S. Holder does not provide the correct TIN, such U.S. Holder may be subject to a \$50 penalty imposed by the IRS in addition to backup withholding. Failure to comply truthfully with the backup withholding requirements also may result in the imposition of severe criminal and/or civil fines and penalties. Each Non-U.S. Holder must submit an appropriate completed IRS Form W-8 (generally IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable) to avoid backup withholding and avoid or reduce (in accordance with an applicable treaty) 30% U.S. federal withholding on accrued but unpaid interest. The appropriate IRS Form W-8 or IRS Form W-9 may be obtained via the Internal

Revenue Service (the "IRS") website at www.irs.gov or by contacting the Depository and Information Agent.

8. *Requests for Assistance or Additional Copies.* Any questions regarding the terms of the Tender Offer may be directed to the Dealer Manager at the location and telephone numbers set forth below, and requests for additional copies of documentation related to the Tender Offer, 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 letter of transmittal. Documents relating to the Tender Offer, including this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery, are also available at <http://www.gbsc-usa.com/Tenneco/>. Holders may also contact their broker, dealer, commercial bank or trust company for assistance concerning the Tender Offer.

The Dealer Manager for the Tender Offer is:

BofA Merrill Lynch
214 North Tryon Street
Charlotte, North Carolina 28255
Attention: Debt Advisory
(888) 292-0070 (toll-free)
(980) 388-3646 (collect)