

OFFER TO PURCHASE

Tenneco Inc.

Offer to Purchase for Cash Any and All of Its Outstanding 6 7/8% Senior Notes due 2020 (the "Notes") (CUSIP No. 880349AQ8 / ISIN US880349AQ88)

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"). You must validly tender your Notes, or deliver a properly completed and duly executed Notice of Guaranteed Delivery, at or prior to the Expiration Time to be eligible to receive the Purchase Price (as defined below). The Tender Offer is subject to certain conditions, including the Financing Condition, described under "Conditions to Consummation of the Tender Offer."

Tenneco Inc. ("Tenneco," the "Company," "we," "us" or "our") hereby offers to holders (each a "Holder" and collectively the "Holders") of our outstanding Notes to purchase for cash, using funds provided by the Financing Transaction (as defined below) and cash on hand and available liquidity, any and all Notes on the terms and subject to the conditions set forth in this Offer to Purchase (as amended or supplemented from time to time, this "Offer to Purchase"), including the Financing Condition (as defined below), and the related Letter of Transmittal (the "Letter of Transmittal"). We refer to this offer to purchase the Notes as the "Tender Offer."

The consideration for the Notes tendered pursuant to this Offer to Purchase (the "Purchase Price") is \$1,038.10 per \$1,000 principal amount of the Notes. Holders who tender (and do not validly withdraw) their Notes prior to the Expiration Time, or who deliver a properly completed and duly executed Notice of Guaranteed Delivery, will be entitled to receive the Purchase Price on the Settlement Date (as defined below) or the Guaranteed Delivery Settlement Date (as defined below), as applicable. Holders will receive accrued and unpaid interest from the last interest payment date on their Notes up to, but not including, the Settlement Date for all of their Notes that we accept for purchase in the Tender Offer. 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 set forth herein.

The "Settlement Date" for the Tender Offer will be promptly after the Expiration Time, and is expected to be the following business day. The settlement date in respect of Notes with respect to which a properly completed and duly executed Notice of Guaranteed Delivery is delivered at or prior to the Expiration Time (to the extent that such Notes are not delivered prior to the Expiration Time) that are accepted by the Company for purchase in the Tender Offer is expected to be the third business day following the Expiration Time (the "Guaranteed Delivery Settlement Date").

The following table summarizes the material pricing terms for the Purchase Price for each \$1,000 principal amount of Notes.

CUSIP No./ISIN	Outstanding Principal Amount	Title of Security	Purchase Price Per \$1,000 Principal Amount
880349AQ8/US880349AQ88	\$500,000,000	6 7/8% Senior Notes due 2020	\$1,038.10

The Dealer Manager for the Tender Offer is:

BofA Merrill Lynch

June 6, 2016

The purpose of the Tender Offer is to acquire all outstanding Notes. The Tender Offer is being made in connection with, and is conditioned upon, among other things, the receipt by the Company of proceeds from a proposed debt financing on terms reasonably satisfactory to the Company, in its sole discretion and subject to applicable law (the "*Debt Financing*"), generating net proceeds in an amount that, supplemented, if necessary, with cash on hand and available liquidity, is sufficient to effect the repurchase of the Notes validly tendered and accepted for purchase pursuant to the Tender Offer, including the payment of any accrued and unpaid interest and related costs and expenses (the "*Financing Condition*"). However, the Tender Offer is not conditioned on any minimum amount of the Notes being tendered. See "Conditions to Consummation of the Tender Offer."

The Settlement Date is expected to be June 13, 2016, the business day following the scheduled Expiration Time. The Guaranteed Delivery Settlement Date is expected to be June 15, 2016, the third business day following the scheduled Expiration Time.

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. In the event that the Tender Offer is terminated or otherwise not completed, the Purchase Price will not be paid or become payable to Holders of the Notes who have validly tendered their Notes in connection with the Tender Offer, and all tendered Notes will be returned promptly.

Notwithstanding any other provision of the Tender Offer, the Company's obligation to accept for purchase, and to pay for, Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer is subject to, and conditioned upon, the satisfaction of or, where applicable, its waiver of the conditions set forth under "Conditions to Consummation of the Tender Offer," including the Financing Condition.

Subject to the completion of the Debt Financing, we currently intend to redeem any and all Notes that remain outstanding after completion of the Tender Offer at a price of 103.438% of their principal amount, which is less than the Purchase Price, plus accrued interest to, but not including, the date of redemption. This statement of intent shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture.

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NOTICE TO HOLDERS

All of the outstanding Notes are held in book-entry form through the facilities of The Depository Trust Company (“DTC”) in New York City. Consequently, if you desire to tender your Notes in the Tender Offer, you must use one of the two alternative procedures described below:

- tender through DTC’s Automated Tender Offer Program (“ATOP”), for which the Tender Offer will be eligible, and follow the procedures for book-entry transfer described under “Procedures for Tendering Notes;” 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 described under “Guaranteed Delivery Procedures.”

By using the ATOP procedures to tender Notes, you will not be required to deliver a letter of transmittal to the Depository and Information Agent. However, you will be bound by the terms of the letter of transmittal (the “*Letter of Transmittal*”), a copy of which accompanies this Offer to Purchase.

You should rely only upon the information contained in this document. We, Merrill Lynch, Pierce, Fenner & Smith Incorporated (the “*Dealer Manager*”) and Global Bondholder Services Corporation (the “*Depository and Information Agent*”) have not authorized any other person to provide you with additional or different information. If anyone provides you with additional, different or inconsistent information, you should not rely on it. Neither we nor the Dealer Manager is making an offer to purchase these securities in any jurisdiction where the offer or purchase is not permitted. You should assume the information appearing in this Offer to Purchase is accurate only as of the date on the front cover page. Our business, financial condition, results of operations and prospects may have changed since that date.

This Offer to Purchase (including the accompanying Letter of Transmittal) contains important information that should be read before any decision is made with respect to the Tender Offer.

This Offer to Purchase is based on information provided by us and other sources we believe to be reliable. Neither the Depository and Information Agent nor the Dealer Manager makes any representation or warranty that this information is accurate or complete, and none of them is responsible for this information. We have summarized portions of the Indenture and other information in a manner we believe to be accurate, but we refer you to the actual documents for a more complete understanding of what we discuss in this document. In making a decision whether or not to participate in the Tender Offer, you must rely on your own examination of our business and the terms of the Tender Offer as well as the Notes, including the merits and risks involved.

Any questions regarding the terms of the Tender Offer may be directed to the Dealer Manager. 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. Their respective contact information appears on the back cover page of this Offer to Purchase. 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/>. Beneficial owners of Notes may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning the Tender Offer.

We reserve the right to terminate or extend the Tender Offer if any condition of the Tender Offer is not satisfied or waived by us and otherwise to amend the Tender Offer in any respect. If we amend a condition to the Tender Offer, we will give the appropriate Holders such notice of the amendment as may be required by applicable law.

This document has not been filed with or reviewed by the Securities and Exchange Commission (the “SEC”), any state securities commission or any other regulatory authority, nor has any such commission or authority passed upon the accuracy or adequacy of this document. Any representation to the contrary is a criminal offense.

This Offer to Purchase does not constitute an offer to purchase in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such an offer under applicable securities or “blue sky” laws. The delivery of this Offer to Purchase shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof, or that there has been no change in the information set forth herein or in our or any of our subsidiaries or affiliates since the date hereof. This Offer to Purchase does not constitute an offer to sell or a solicitation of an offer to buy any securities or other financial instruments that may be issued or otherwise incurred in connection with the Debt Financing.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offer to Purchase and, if given or made, such information or representation may not be relied upon as having been authorized by the Company, the Guarantors, the Depositary and Information Agent, the Trustee or the Dealer Manager.

The Company expressly reserves the absolute right, in its sole discretion, from time to time to purchase any Notes after the Tender Offer, through open market or privately negotiated transactions, one or more additional tender or exchange offers, by redemption under the terms of the Indenture or otherwise, in each case upon terms that may or may not differ materially from the terms of the Tender Offer. If the Debt Financing is completed and the Tender Offer is consummated, we currently intend to exercise our right under the Indenture to redeem any Notes that remain outstanding afterwards, although we have no legal obligation to the holders of the Notes to do so and the selection of any particular redemption date is in our discretion. See “Certain Considerations—Subsequent Acquisitions of Notes.”

NONE OF THE COMPANY, THE GUARANTORS, THE DEALER MANAGER, THE DEPOSITARY AND THE INFORMATION AGENT OR THE TRUSTEE MAKES ANY RECOMMENDATION IN CONNECTION WITH THE TENDER OFFER.

IMPORTANT DATES

Holders of the Notes should take note of the following dates:

<u>Date</u>	<u>Calendar Date and Time</u>	<u>Event</u>
Withdrawal Time	5:00 p.m., New York City Time, on June 10, 2016, unless extended by the Company and except in certain limited circumstances where additional withdrawal rights are required by law.	The last day and time for Holders to validly withdraw tenders of Notes, unless the Tender Offer has been extended or earlier terminated or the Tender Offer has been amended in a manner materially adverse to you as a tendering holder, or if the Tender Offer has not been consummated within 60 business days of commencement. If tenders are validly withdrawn, the Holder will no longer be eligible to receive the Purchase Price on the Settlement Date (unless such Holder validly re-tenders such Notes before the Expiration Time).
Expiration Time	5:00 p.m., New York City time, on June 10, 2016 in respect of the Tender Offer, unless extended by the Company.	The last day for Holders to validly tender Notes or deliver a properly completed and duly executed Notice of Guaranteed Delivery in order to qualify for the payment of the Purchase Price on the applicable Settlement Date.
Settlement Date	Promptly after the Expiration Time for the Tender Offer and expected to be the business day following the Expiration Time. The Settlement Date is currently expected to be June 13, 2016.	The Company will deposit with DTC the amount of cash necessary to pay each tendering Holder the Purchase Price in respect of any Notes tendered at or prior to the Expiration Time and accepted by the Company for payment.
Guaranteed Delivery Settlement Date	Promptly after the Expiration Time for the Tender Offer and expected to be the third business day following the Expiration Time. The Guaranteed Delivery Settlement Date is currently expected to be June 15, 2016.	The Company will deposit with DTC the amount of cash necessary to pay each tendering Holder the Purchase Price in respect of any Notes accepted for purchase pursuant to the guaranteed delivery procedures, if any. 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 set forth herein.

WHERE YOU CAN FIND MORE INFORMATION AND INCORPORATION OF DOCUMENTS BY REFERENCE

We are required to file annual and quarterly reports and other information with the SEC. You may read and copy any reports, statements and other information we file at the SEC's public reference room at 100 F Street N.E., Washington, D.C. 20549. You may request copies of the documents, upon payment of a duplicating fee, by writing the Public Reference Section of the SEC. Please call 1-800-SEC-0330 for further information on the public reference rooms. Our filings will also be available to the public from commercial document retrieval services and at the website maintained by the SEC at <http://www.sec.gov>.

We are incorporating by reference certain information that we have filed with the SEC under the informational requirements of the Securities Exchange Act of 1934. The information contained in the documents we are incorporating by reference is considered to be part of this Offer to Purchase. We are incorporating by reference:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2015;
- our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2016;
- information that is considered to be filed with the SEC pursuant to our Current Reports on Form 8-K or 8-K/A (other than portions thereof furnished under Item 2.02 or 7.01 of Form 8-K) submitted to the SEC on January 5, 2016, February 5, 2016, February 9, 2016, May 19, 2016 and June 3, 2016; and
- items filed by us with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 on or subsequent to the date of this Offer to Purchase and before termination of the Tender Offer (other than Current Reports on Form 8-K or portions thereof furnished under Item 2.02 or 7.01 of Form 8-K and portions of other documents, which under applicable securities laws are deemed furnished and not filed with the SEC).

Any information incorporated by reference is considered to be part of this Offer to Purchase, and any information that we file with the SEC subsequent to the filing of the incorporated material or the date of this Offer to Purchase will automatically update and, if applicable, supersede the information contained in the incorporated material and this Offer to Purchase.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this Offer to Purchase and the documents incorporated by reference constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 concerning, among other things, our prospects and business strategies. These forward-looking statements are included in various sections of this Offer to Purchase. The words "may," "will," "believe," "should," "could," "plan," "expect," "anticipate," "estimate," and similar expressions (and variations thereof), identify these forward-looking statements. Although we believe that the expectations reflected in these forward-looking statements are based on reasonable assumptions, these expectations may not prove to be correct. Because these forward-looking statements are also subject to risks and uncertainties, actual results may differ materially from the expectations expressed in the forward-looking statements. Important factors that could cause actual results to differ materially from the expectations reflected in the forward-looking statements include:

- general economic, business and market conditions;
- our ability to source and procure needed materials, components and other products and services in accordance with customer demand and at competitive prices;
- the cost and outcome of existing and any future claims, legal proceedings or investigations, including, but not limited to, any of the foregoing arising in connection with the ongoing global antitrust investigation, product performance, product safety or intellectual property rights;

- changes in capital availability or costs, including increases in our cost of borrowing (i.e., interest rate increases), the amount of our debt, our ability to access capital markets at favorable rates, and the credit ratings of our debt;
- changes in consumer demand, prices and our ability to have our products included on top selling vehicles, including any shifts in consumer preferences away from light trucks, which tend to be higher margin products for our customers and us, to other lower margin vehicles, for which we may or may not have supply arrangements;
- changes in consumer demand for our automotive, commercial or aftermarket products, or changes in automotive and commercial vehicle manufacturers' production rates and their actual and forecasted requirements for our products, due to difficult economic conditions, such as the prolonged recession in Europe;
- the overall highly competitive nature of the automobile and commercial vehicle parts industries, and any resultant inability to realize the sales represented by our awarded book of business (which is based on anticipated pricing and volumes over the life of the applicable program);
- the loss of any of our large original equipment manufacturer ("OEM") customers (on whom we depend for a substantial portion of our revenues), or the loss of market shares by these customers if we are unable to achieve increased sales to other OEMs or any change in customer demand due to delays in the adoption or enforcement of worldwide emissions regulations;
- our ability to successfully execute cash management and other cost reduction plans, including our European cost reduction initiatives, and to realize anticipated benefits from these plans;
- economic, exchange rate and political conditions in the countries where we operate or sell our products;
- industrywide strikes, labor disruptions at our facilities or any labor or other economic disruptions at any of our significant customers or suppliers or any of our customers' other suppliers;
- increases in the costs of raw materials, including our ability to successfully reduce the impact of any such cost increases through materials substitutions, cost reduction initiatives, customer recovery and other methods;
- the negative impact of fuel price volatility on transportation and logistics costs, raw material costs, discretionary purchases of vehicles or aftermarket products and demand for off-highway equipment;
- the cyclical nature of the global vehicle industry, including the performance of the global aftermarket sector and the impact of vehicle parts' longer product lives;
- costs related to product warranties and other customer satisfaction actions;
- the failure or breach of our information technology systems, including the consequences of any misappropriation, exposure or corruption of sensitive information stored on such systems and the interruption to our business that such failure or breach may cause;
- the impact of consolidation among vehicle parts suppliers and customers on our ability to compete;

- changes in distribution channels or competitive conditions in the markets and countries where we operate, including the impact of increasing competition from lower cost, private-label products on our aftermarket business;
- customer acceptance of new products;
- new technologies that reduce the demand for certain of our products or otherwise render them obsolete;
- our ability to introduce new products and technologies that satisfy customers' needs in a timely fashion;
- our ability to realize our business strategy of improving operating performance;
- our ability to successfully integrate any acquisitions that we complete and effectively manage our joint ventures and other third-party relationships;
- changes by the Financial Accounting Standards Board or the SEC of authoritative generally accepted accounting principles or policies;
- changes in accounting estimates and assumptions, including changes based on additional information;
- any changes by the International Organization for Standardization (ISO) or other such committees in their certification protocols for processes and products, which may have the effect of delaying or hindering our ability to bring new products to market;
- the impact of the extensive, increasing and changing laws and regulations to which we are subject, including environmental laws and regulations, which may result in our incurrence of environmental liabilities in excess of the amount reserved;
- the potential impairment in the carrying value of our long-lived assets and goodwill or our deferred tax assets;
- potential volatility in our effective tax rate;
- natural disasters, such as earthquakes and flooding, and any resultant disruptions in the supply or production of goods or services to us or by us or in demand by our customers;
- acts of war and/or terrorism, as well as actions taken or to be taken by the United States and other governments as a result of further acts or threats of terrorism, and the impact of these acts on economic, financial and social conditions in the countries where we operate; and
- the timing and occurrence (or non-occurrence) of other transactions, events and circumstances which may be beyond our control.

The risks included here are not exhaustive. Refer to "Part I, Item 1A — Risk Factors" in our annual report on Form 10-K for the year ended December 31, 2015 incorporated herein by reference, for further discussion regarding our exposure to risks.

Where, in any forward-looking statement, we or our management express an expectation or belief as to future results, we express that expectation or belief in good faith and believe it has a reasonable basis, but we can give no assurance that the statement of expectation or belief will result or be achieved or accomplished.

You should be aware that any forward-looking statement made by us in this Offer to Purchase or the documents incorporated herein by reference speaks only as of the date on which we make it.

Additionally, new risk factors emerge from time to time and it is not possible for us to predict all such risk factors, nor to assess the impact such risk factors might have on our business or the extent to which any factor or combination of factors may cause actual results to differ materially from those contained in any forward-looking statements. Given these risks and uncertainties, investors should not place undue reliance on forward-looking statements as a prediction of actual results.

SUMMARY

The following summary highlights selected information from this Offer to Purchase and may not contain all of the information that is important to you. For a more complete understanding of the Tender Offer, we encourage you to read this entire document.

The Company	Tenneco Inc., a Delaware corporation.
The Notes	<p>The Tender Offer is being made with respect to the Company's 6 7/8% Senior Notes due 2020.</p> <p>The Notes were issued under an Indenture dated as of December 23, 2010, among Tenneco, the Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "<i>Indenture</i>").</p>
Purpose of the Tender Offer	The purpose of the Tender Offer is to acquire all of the outstanding Notes. See "Purpose and Background of the Tender Offer."
The Tender Offer	<p>We are offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, any and all of the outstanding Notes validly tendered and not validly withdrawn prior to the Expiration Time.</p> <p>Each Holder should read the discussion in the section entitled "The Tender Offer" for further information regarding the Tender Offer.</p>
Expiration Time	The Tender Offer will expire at 5:00 p.m., New York City time, on June 10, 2016. We have the right to extend the Expiration Time one or more times in our sole discretion.
Purchase Price	The Purchase Price for each \$1,000 principal amount of Notes validly tendered prior to the Expiration Time, or as a result of delivery of a properly completed and duly executed Notice of Guaranteed Delivery prior to the Expiration Time, and accepted for payment pursuant to the Tender Offer is \$1,038.10. Holders will also receive accrued and unpaid interest from the last interest payment date on their Notes (which was December 15, 2015) up to, but not including, the Settlement Date, for all of their Notes accepted for purchase including those tendered through the guaranteed delivery procedures. Accrued 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.
Subsequent Redemption of the Notes	Subject to the completion of the Debt Financing, we currently intend to redeem any and all Notes that remain outstanding after completion of the Tender Offer at a price of 103.438% of their principal amount, which is less than the Purchase Price, plus accrued interest to, but not including, the date of redemption. In addition, we reserve the right, in our sole discretion, from time to time to purchase any Notes after the Tender Offer, through open market purchases, privately negotiated transactions or otherwise, upon terms that may or may not differ materially from the terms of the Tender Offer.
Conditions to the Tender Offer	Our obligation to complete the Tender Offer is subject to and conditioned upon satisfaction of (i) the Financing Condition and (ii) the General Conditions (as these terms are defined in "Conditions to Consummation of the Tender Offer"), although we may waive any of these conditions in our sole discretion. There can be no assurance that we will complete timely, or at all, the Debt Financing or that the Financing Condition will be satisfied. The Tender Offer is not

conditioned on any minimum amount of the Notes being tendered. We also reserve the right to terminate or extend the Tender Offer if any condition to the Tender Offer is not satisfied (or otherwise in our sole discretion) and to amend the Tender Offer in any respect.

Source of Funds

The Purchase Price, accrued interest and the costs and expenses of the Tender Offer are expected to be paid with funds provided by the Financing Transaction. See "Description of the Financing Transaction."

Procedures for Tendering Notes

Each Holder who wishes to accept the Tender Offer must comply with the procedures for tendering Notes described under "Procedures for Tendering Notes."

For help with tendering Notes, contact the Depositary and Information Agent at one of its telephone numbers set forth on the back cover page of this Offer to Purchase or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.

Guaranteed Delivery Procedures

If time will not permit you to validly tender your Notes at or prior to the Expiration Time as described in "Procedures for Tendering Notes", you may tender your Notes by complying with the guaranteed delivery procedures described under "Guaranteed Delivery Procedures."

For help with tendering Notes, contact the Depositary and Information Agent at one of its telephone numbers set forth on the back cover page of this Offer to Purchase or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.

Withdrawal Rights

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. To validly withdraw Notes from the Tender Offer, Holders must deliver a notice of withdrawal with the required information within the times stipulated in the preceding sentence. See "Withdrawal of Tenders."

Settlement Date

With respect to Notes that are validly tendered (and not validly withdrawn) prior to the Expiration Time, payment of the Purchase Price will be made promptly after the Expiration Time on the Settlement Date, provided that the remaining conditions to the Tender Offer have been satisfied or waived. The Settlement Date for the Tender Offer is expected to be the business day following the Expiration Time.

Guaranteed Delivery Settlement Date

With respect to Notes for which a properly completed and duly executed Notice of Guaranteed Delivery is delivered prior to the Expiration Time, payment of the Purchase Price will be made promptly after the Expiration Time on the Guaranteed Delivery Settlement Date, provided that the remaining conditions to the Tender Offer have been satisfied or waived. The Guaranteed Delivery Settlement Date for the Tender Offer is expected to be the third business day following the Expiration Time.

Accrued Interest	Holders will also receive on the applicable Settlement Date accrued and unpaid interest on all of their Notes accepted for purchase from the last interest payment date on such Notes (which was December 15, 2015) up to, but not including, the Settlement Date. Accrued 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.
Acceptance of Notes and Delivery of Cash Payment	If all of the conditions to the Tender Offer are satisfied or waived, we will accept, after the Expiration Time, any and all Notes for purchase that have been validly tendered in the Tender Offer (and not validly withdrawn). We will deliver the Purchase Price for such Notes on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable. Each Holder that has validly tendered Notes (and not validly withdrawn them) prior to the Expiration Time or with respect to which a properly completed and duly executed Notice of Guaranteed Delivery is delivered at or prior to the Expiration Time, as applicable, will receive the Purchase Price plus accrued and unpaid interest on the Settlement Date.
Tax Considerations	The receipt of the Purchase Price will generally be a taxable transaction for United States federal income tax purposes. See "Certain United States Federal Income Tax Considerations." However, each Holder should consult its own tax adviser about the tax consequences of the Tender Offer as they apply to such Holder's individual circumstances.
Certain Considerations	For a discussion of certain factors that each Holder should consider in connection with the Tender Offer, see "Certain Considerations."
Dealer Manager	Merrill Lynch, Pierce, Fenner & Smith Incorporated is serving as Dealer Manager for the Tender Offer. Its address and telephone numbers are set forth on the back cover page of this Offer to Purchase.
Depository and Information Agent	Global Bondholder Services Corporation is acting as Depository and Information Agent for the Tender Offer. Its address and telephone numbers are set forth on the back cover page of this Offer to Purchase.
Trustee	The Bank of New York Mellon Trust Company, N.A. is the Trustee under the Indenture.
Fees and Expenses	Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Dealer Manager, the Depository and Information Agent or the Company or, except as indicated in the instructions to the Letter of Transmittal, to pay transfer taxes with respect to the purchase of their Notes; however, such Holders may be obligated to pay commissions to their own brokers or other agents.

Additional Documentation;
Further Information

Any questions regarding the terms of the Tender Offer may be directed to the Dealer Manager. Requests for additional copies of documentation related to the Tender Offer and any questions or requests for assistance in tendering may be directed to the Depositary and Information Agent. Their respective contact information appears on the back cover page of this Offer to Purchase. 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/>. Beneficial owners of Notes may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning the Tender Offer.

OUR COMPANY

We are one of the world's leading manufacturers of clean air and ride performance products and systems for light vehicle, commercial truck and off-highway applications. We serve both original equipment (OE) vehicle designers and manufacturers and the repair and replacement markets, or aftermarket, globally through leading brands, including Monroe[®], Rancho[®], Clevite[®] Elastomers, Axios[™], Kinetic[®] and Fric-Rot[™] ride performance products and Walker[®], XNOx[®], Fonos[™], DynoMax[®] and Thrush[®] clean air products. We serve more than 80 different original equipment manufacturers and commercial truck and off-highway engine manufacturers, and our products are included on nine of the top 10 car models produced for sale in Europe and eight of the top 10 light truck models produced for sale in North America for 2015. Our aftermarket customers are comprised of full-line and specialty warehouse distributors, retailers, jobbers, installer chains and car dealers. As of December 31, 2015, we operated 93 manufacturing facilities worldwide and employed approximately 30,000 people to service our customers' demands.

Our principal executive offices are located at 500 North Field Drive, Lake Forest, Illinois 60045 and our telephone number at that address is (847) 482-5000. Our website is located at <http://www.tenneco.com>. The information on our website is not incorporated by reference in, and does not form a part of, this Offer to Purchase.

DESCRIPTION OF THE FINANCING TRANSACTION

We have commenced the Debt Financing, all or a portion of the net proceeds of which will be used to pay all or a portion of the Purchase Price to all Holders of Notes accepted for purchase pursuant to the Tender Offer, plus accrued and unpaid interest and related costs and expenses (collectively, the "*Financing Transaction*"). The Debt Financing is expected to be consummated concurrently with the Tender Offer, but the timing of the consummation, if any, of the Debt Financing will depend on market conditions and other factors. There can be no assurance that we will complete timely, or at all, any such Debt Financing, and our obligation to accept for purchase and pay for the Notes validly tendered pursuant to the Tender Offer is conditioned upon satisfaction or waiver of the Financing Condition and the other conditions set forth in "Conditions to Consummation of the Tender Offer" below.

This Offer to Purchase does not constitute an offer to sell or a solicitation of an offer to buy any securities or other financial instruments which may be issued or otherwise incurred in connection with the Debt Financing.

THE TENDER OFFER

We hereby offer, upon the terms and subject to the conditions set forth in this Offer to Purchase (including the accompanying Letter of Transmittal), to purchase for cash any and all of the outstanding Notes that are validly tendered (and not validly withdrawn) or to which a properly completed and duly executed Notice of Guaranteed Delivery has been delivered, prior to the Expiration Time, to the Depositary and Information Agent, for the consideration described below.

Purchase Price

The Purchase Price for each \$1,000 principal amount of Notes tendered and accepted for payment pursuant to the Tender Offer prior to the Expiration Time is \$1,038.10. Holders will also receive accrued and unpaid interest from the last interest payment date on their Notes (which was December 15, 2015) up to, but not including, the Settlement Date for all of their Notes that we accept for purchase in the Tender Offer. Accrued 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. Notes may be tendered and Notices of Guaranteed Delivery may be submitted only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum denominations of \$2,000 principal amount. Our obligation to

accept Notes that are tendered is subject to the conditions described below under “Conditions to Consummation of the Tender Offer.”

The Settlement Date in respect of any Notes that are validly tendered at or prior to the Expiration Time and accepted by the Company for purchase in the Tender Offer is expected to be June 13, 2016, the business day following the scheduled Expiration Time. The Guaranteed Delivery Settlement Date in respect of any Notes with respect to which a properly completed and duly executed Notice of Guaranteed Delivery is delivered at or prior to the Expiration Time (to the extent that such Notes are not delivered prior to the Expiration Time) and accepted for purchase by the Company is expected to be June 15, 2016, the third business day following the scheduled Expiration Time.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Dealer Manager, the Depositary and Information Agent or the Company or, except as indicated in the instructions to the Letter of Transmittal, to pay transfer taxes with respect to the purchase of their Notes; however, such Holders may be obligated to pay commissions to their own brokers or other agents.

We reserve the right, in our sole discretion, from time to time after the Tender Offer, to purchase any Notes that are not tendered or accepted in the Tender Offer through open market or privately negotiated transactions, one or more additional tender or exchange offers, by redemption under the terms of the Indenture or otherwise, in each case upon terms that may or may not differ materially from the terms of the Tender Offer. If the Debt financing is not completed or the Tender Offer is not consummated, or if we purchase less than all of the outstanding Notes in the Tender Offer, we currently intend to exercise our right under the Indenture to redeem any Notes that remain outstanding, although we have no legal obligation to the holders of the Notes to do so and the selection of any particular redemption date is in our discretion. See “Certain Considerations—Subsequent Acquisitions of Notes.”

Expiration Time; Extensions; Termination; Amendments

The Tender Offer will expire at 5:00 p.m., New York City time, on June 10, 2016, unless we extend the Expiration Time in our sole discretion. In the event that we extend the Tender Offer, the term “Expiration Time” with respect to such extended Tender Offer shall mean the time and date on which the Tender Offer, as so extended, will expire. We expressly reserve the right to extend the Tender Offer from time to time or for such period or periods as we may determine in our sole discretion by giving oral (to be confirmed in writing) or written notice of such extension to the Depositary and Information Agent and by making a public announcement by press release to PR Newswire or a similar news service no later than 10:00 a.m., New York City time, on the next business day following the previously scheduled Expiration Time.

During any extension of the Tender Offer, all Notes previously tendered and not accepted for purchase will remain subject to the Tender Offer and may, subject to the terms and conditions of the Tender Offer, be accepted for purchase by us.

To the extent we are legally permitted to do so, we expressly reserve the absolute right, in our sole discretion, at any time (i) to waive any condition to the Tender Offer, (ii) to amend any of the terms of the Tender Offer or (iii) to terminate the Tender Offer by giving oral (to be confirmed in writing) or written notice of such extension to the Depositary and Information Agent and by making a public announcement by press release to PR Newswire or a similar news service as promptly as practicable. Any waiver, amendment, modification or termination of the Tender Offer will apply to all Notes tendered pursuant to the Tender Offer.

If we make a material change in the terms of the Tender Offer or the information concerning the Tender Offer, we will give oral (to be confirmed in writing) or written notice of such amendment or such waiver to the Depositary and Information Agent and will disseminate additional offer documents and extend the Tender Offer to the extent required by law and, with respect to material changes to the terms of the Tender Offer, as described below.

If we make any change to the consideration offered in the Tender Offer, we will extend the Expiration Time until a day that is not less than five business days following the date on which the change to the consideration is announced by the issuance of a press release through a widely disseminated news or wire service. If we make any material change to the terms of the Tender Offer, other than a change in consideration, we will extend the Expiration Time until a day not less than three business days following the date on which the change is announced by issuance of a press release through a widely disseminated news or wire service. In calculating the three or five business day periods, the day of announcement will count as one of the business days if the announcement is made prior to 10:00 a.m. New York City time on such day, and the day on which the extended Expiration Time occurs will count as one of the business days if the Expiration Time, as so extended, is on or after 5:00 p.m. New York City time on such day.

We also reserve the right to terminate the Tender Offer if any condition of the Tender Offer is not satisfied or for any other reason as determined by us in our sole discretion. In the event that the Tender Offer is terminated or otherwise not completed, the Purchase Price will not be paid or become payable.

No Appraisal or Similar Rights

Neither the Indenture nor applicable law gives the Holders any appraisal or similar rights to request a court or other person to value their outstanding Notes in connection with the Tender Offer.

CERTAIN CONSIDERATIONS

You should consider carefully the following considerations, in addition to the other information in this Offer to Purchase (including the Letter of Transmittal), before deciding whether to participate in the Tender Offer.

Limited Trading Market

The Notes are not listed on any national or regional securities exchange. To the extent that Notes are traded, prices for the Notes may fluctuate greatly depending on the trading volume, the balance between buy and sell orders, prevailing interest rates, the Company's operating results and the market for similar securities. In addition, quotations for securities that are not widely traded, such as the Notes, may differ from actual trading prices and should be viewed as approximations. Notes that are tendered and accepted in the Tender Offer will cease to be outstanding and will be cancelled. To the extent that fewer than all of the Notes are purchased in the Tender Offer, the trading market for the Notes would become more limited. A debt security with a smaller outstanding principal amount available for trading (a smaller "float") may command a lower price than would a comparable debt security with a greater float. Therefore, market prices for Notes that are not purchased may be affected adversely to the extent that the principal amount of Notes purchased pursuant to the Tender Offer reduces the float. The reduced float may also tend to make market prices more volatile. Holders of Notes not purchased in the Tender Offer may attempt to obtain quotations for their Notes from their brokers; however, there can be no assurance that any trading market will exist for the Notes following consummation of the Tender Offer. The extent of the public market for the Notes following consummation of the Tender Offer will depend upon, among other things, the remaining outstanding principal amount of Notes after the Tender Offer, the number of beneficial owners remaining at such time and the interest in maintaining a market in such Notes on the part of securities firms and other factors. We cannot assure you that a market for any Notes that remain outstanding following consummation of the Tender Offer will exist or be sustained.

Subsequent Acquisitions of Notes

Whether or not the Tender Offer is consummated, the Company or its affiliates may from time to time acquire Notes, other than pursuant to the Tender Offer, through open market purchases, privately negotiated transactions, tender offers, exchange offers, by redemptions under the Indenture or otherwise, upon such terms and conditions and at such prices as the Company or such affiliates may determine, which may be more or less than the prices to be paid pursuant to the Tender Offer and could be for cash or other consideration.

The Indenture permits us to redeem all or a portion of the Notes at a redemption price of 103.438% of the principal amount prior to December 15, 2016 and thereafter at declining redemption prices set forth in the Indenture. If the Debt Financing is not completed or the Tender Offer is not consummated, or if the Company purchases less than all of the outstanding Notes in the Tender Offer, the Company currently intends to exercise its right to redeem any Notes that remain outstanding afterwards, although it has no legal obligation to the holders of the Notes to do so and the selection of any particular redemption date is in its discretion. This statement of intent shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture.

Tax Matters

See “Certain United States Federal Income Tax Considerations” for a discussion of certain United States federal income tax consequences of the Tender Offer.

Conditions to the Consummation of the Tender Offer

The closing of the Tender Offer is subject to the satisfaction or waiver of certain conditions, including the Financing Condition. There can be no assurance that the Company will complete timely, or at all, the Debt Financing or that the Financing Condition will be satisfied. See “Conditions to Consummation of the Tender Offer.” There can be no assurance that the Tender Offer will be consummated or that any failure to consummate the Tender Offer will not have a negative effect on the market price and liquidity of the Notes.

Consideration

The consideration offered to purchase the Notes does not reflect any independent valuation of such Notes and does not take into account the events or changes in financial markets (including interest rates) after the commencement of the Tender Offer. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Notes. If you tender your Notes, you may or may not receive more than, or as much value as, if you choose not to tender your Notes.

PURPOSE AND BACKGROUND OF THE TENDER OFFER

The purpose of the Tender Offer is to acquire all of the outstanding Notes.

The total amount of funds required to purchase all of the outstanding Notes pursuant to the Tender Offer is approximately \$519 million plus accrued and unpaid interest on such principal amount of Notes. We intend to obtain these funds from the Financing Transaction, supplemented, if necessary, with cash on hand. See “Conditions to Consummation of the Tender Offer.”

We are not making any recommendation to Holders as to whether to tender or refrain from tendering all or any portion of Notes. You must decide whether to tender Notes, and if tendering, the amount of Notes to tender. You are urged to review carefully all of the information contained in this Offer to Purchase before making a decision as to whether to tender Notes.

PROCEDURES FOR TENDERING NOTES

In order to participate in the Tender Offer, you must validly tender your Notes to the Depository and Information Agent as described below. It is your responsibility to validly tender your Notes. We have the right to waive any defects. However, we are not required to waive defects and are not required to notify you of defects in your tender.

If you need help in tendering your Notes, please contact the Depository and Information Agent, whose address and telephone numbers are listed on the back cover page of this Offer to Purchase.

Book-Entry Delivery of the Notes; Tender through ATOP

All of the Notes were issued in book-entry form, and all of the Notes are currently represented by one or more global certificates registered in the name of a nominee of DTC. We have confirmed with DTC that the Notes may be tendered using the ATOP procedures instituted by DTC. DTC participants may electronically transmit their acceptance of the Tender Offer by causing DTC to transfer their outstanding Notes to the Depository and Information Agent using the ATOP procedures. In connection with each book-entry transfer of Notes to the Depository and Information Agent, DTC will send an “agent’s message” to the Depository and Information Agent, which, in turn, will confirm its receipt of the book-entry transfer (a “*Book-Entry Confirmation*”). The term “agent’s message” means a message transmitted by DTC to, and received by, the Depository and Information Agent and forming a part of the Book-Entry Confirmation, stating that DTC has received an express acknowledgement from the participant in DTC tendering Notes that such participant has received and agrees to be bound by the terms of this Offer to Purchase and the Letter of Transmittal and that the Company may enforce such agreement against the participant.¹

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

If you hold your Notes through Clearstream Banking, S.A. or Euroclear Bank SA/NV, you must also comply with the applicable procedures of Clearstream or Euroclear, as applicable, in connection with a tender of Notes. Both Clearstream and Euroclear are indirect participants in the DTC system.

You must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC to tender your Notes.

Guaranteed Delivery Procedures

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 (described under “Procedures for Tendering Notes – Book-Entry Delivery of the Notes; Tender through ATOP” above) 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;

(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.

¹ Note to draft: To be confirmed with Trustee.

If DTC's ATOP is used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, each Holder will be bound by the terms of the Tender Offer. Guaranteed deliveries may be submitted only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN THE CLOSE OF BUSINESS ON JUNE 14, 2016, THE SECOND BUSINESS DAY AFTER THE SCHEDULED EXPIRATION TIME; PROVIDED THAT ACCRUED INTEREST WILL CEASE TO ACCRUE ON THE SETTLEMENT DATE FOR ALL NOTES ACCEPTED IN THE OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE AND UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST OR ADDITIONAL CONSIDERATION BE PAID AFTER THE SETTLEMENT DATE BY REASON OF ANY DELAY ON THE PART OF THE GUARANTEED DELIVERY PROCEDURES.

General

We will not be required to pay for Notes tendered pursuant to the Tender Offer unless those Notes are validly tendered and accepted by us for purchase. Similarly, we will be able to retain Notes that have been tendered if you do not validly comply with the procedures to withdraw the Notes. We will have the right to decide whether a tender or withdrawal was made validly and our decision will be final. You should note the following with respect to the Tender Offer:

- If we determine you have not validly tendered your Notes, or have not validly complied with the procedures to withdraw Notes previously tendered, you will have to correct the problem in the time period we determine.
- Neither we nor the Depositary and Information Agent is under any obligation to advise you of any defect in your tender or withdrawal.
- We have the right, in our sole discretion, to waive any defect in the tender or withdrawal of Notes, and we may waive a defect with respect to one Holder and not another.

If we determine you have not validly tendered your Notes and we determine not to waive such defective tender, they will be returned to you at our expense via a credit to the appropriate DTC account promptly following the Expiration Time or the termination of the Tender Offer.

ACCEPTANCE OF OUTSTANDING NOTES FOR PURCHASE

If the conditions to the Tender Offer are satisfied, or if we waive all of the conditions that have not been satisfied, we will accept, after the Expiration Time, all Notes that, at such time, have been validly tendered (or defectively tendered if we waive such defect) and not validly withdrawn or to which a properly completed and duly executed Notice of Guaranteed Delivery has been delivered (to the extent that such Notes are not delivered prior to the Expiration Time), in each case pursuant to the Tender Offer. We will accept the Notes for purchase by notifying the Depositary and Information Agent of our acceptance. The notice may be oral if we promptly confirm it in writing.

Notes may be tendered or Notice of Guaranteed Delivery may be submitted only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum denominations of \$2,000 principal amount.

If any tendered Notes are not accepted for payment for any reason pursuant to the terms and conditions of the Tender Offer, such Notes will be returned to the tendering Holder via a credit to an account maintained at DTC, designated by the DTC participant who so delivered such Notes to the Depositary and Information Agent, promptly following the Expiration Time or the earlier termination of the Tender Offer.

We will pay for Notes that we have accepted for purchase by wiring to DTC on Settlement Date and the Guaranteed Payment Settlement Date, as applicable, 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. Accrued 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. In all cases, payment to holders of the Purchase Price and accrued and unpaid interest will be made only after timely receipt by the Depository and Information Agent of (i) (a) a Book-Entry Confirmation of such Notes tendered into Depository and Information Agent's account at DTC pursuant to the procedures set forth under "Procedures for Tendering Notes" or (b) a properly completed and duly executed Notice of Guaranteed Delivery, and (ii) a properly completed and duly executed Letter of Transmittal or an agent's message through ATOP of DTC. We will not be responsible for any mistakes or delays made by DTC or its participants in distributing the Purchase Price or the accrued interest on the Notes to the persons entitled to them, and no additional interest will be payable because of any such mistake or delay.

We intend to accept for purchase promptly following the Expiration Time any and all other Notes validly tendered (and not validly withdrawn) or to which a properly completed and duly executed Notice of Guaranteed Delivery has been received, pursuant to the Tender Offer prior to the Expiration Time. However, if the conditions to the consummation of the Tender Offer are not satisfied, we have the right to retain such Notes without accepting them or without paying for them until the conditions are satisfied. If we cause the Depository and Information Agent to hold such Notes, we must comply with Rule 14e-1 under the Securities Exchange Act of 1934, which requires us to pay for all tendered Notes or return the Notes promptly after termination or withdrawal of the Tender Offer.

We reserve the right to transfer or assign, in whole at any time or in part from time to time, to one or more of our affiliates, the right to purchase any Notes tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve us of our obligations under the Tender Offer or prejudice the rights of tendering Holders to receive the Purchase Price pursuant to the Tender Offer.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Dealer Manager, the Depository and Information Agent or the Company or, except as indicated in the instructions to the Letter of Transmittal, to pay transfer taxes with respect to the purchase of their Notes; however, such Holders may be obligated to pay commissions to their own brokers or other agents. Notwithstanding anything herein to the contrary, the payments to Holders will be made net of any withholding tax or backup withholding that is required to be imposed pursuant to applicable law. See "Certain United States Federal Income Tax Considerations."

WITHDRAWAL OF TENDERS

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.

For a withdrawal of a tender of Notes to be effective, a notice of withdrawal in the form of a "Request Message" transmitted through ATOP must be received by the Depository and Information Agent prior to the Withdrawal Time. Any such notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Notes and otherwise comply with the ATOP procedures. Any Notes validly withdrawn will be deemed to be not validly tendered for purposes of the Tender Offer.

If you withdraw Notes, you will have the right to re-tender them prior to the Expiration Time in accordance with the procedures described above for tendering outstanding Notes.

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 the Company, the Guarantors, the Dealer Manager, the Depositary and Information 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 incur any liability for failure to give any such notification.

CONDITIONS TO CONSUMMATION OF THE TENDER OFFER

Notwithstanding any other provision of the Tender Offer, our obligation to accept for purchase, and to pay for, any Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is conditioned upon the following having occurred or having been satisfied or having been waived by us:

(i) we shall have: available funds from the receipt of net proceeds from the proposed Debt Financing in an amount that, together with the cash on hand, is sufficient to pay the Purchase Price, including payment of accrued and unpaid interest with respect to all Notes and related and costs and expenses (regardless of the amount of Notes tendered pursuant to the Tender Offer) on terms and conditions acceptable to us, in our sole discretion (see “Description of the Financing Transaction” above) (the “*Financing Condition*”);

(ii) the following shall not have occurred, or if we have become aware of any of the following or if any of the following exists on the date of this Offer to Purchase, we shall not have become aware of a material worsening thereof (the “*General Conditions*”):

- any instituted, threatened or pending legal or administrative proceeding or investigation that could, in our reasonable judgment, adversely affect our ability to close the Tender Offer;
- any event that, in our reasonable judgment, adversely affects our business or our ability to consummate the Tender Offer or to realize the contemplated benefits from the Tender Offer;
- the enactment of any law, rule or court order that prohibits or delays the Tender Offer or that places material restrictions on the Tender Offer;
- the Trustee under the Indenture objects to the terms of the Tender Offer, or the Trustee takes any other action that could, in our sole judgment, adversely affect the consummation of the Tender Offer;
- any suspension of trading in securities in the U.S. financial or capital markets;
- any material change in the trading price of the Notes or the market for the Notes;
- any moratorium or other suspension or limitation that, in our reasonable judgment, will affect the ability of banks to extend credit or receive payments; or
- the commencement or escalation of a war or armed hostilities involving the United States (including acts of terrorism, but excluding hostilities in Syria, Iraq and Afghanistan existing as of the date of this Offer to Purchase, provided that a material escalation or worsening of hostilities in Syria, Iraq or Afghanistan shall not be excluded from this condition).

The foregoing conditions are for our sole benefit and may be asserted by us, in our sole discretion, in relation to either the Tender Offer, regardless of the circumstances giving rise to any such condition (including any action or inaction on our part). We will have the right (but not the obligation) to waive any of the preceding conditions and to consummate the Tender Offer. Neither you nor any other person who tenders Notes for purchase will have the ability to prevent us from waiving a condition or will have the ability to withdraw Notes tendered if we waive any of the foregoing conditions. We also have the right to determine whether or not any of the conditions were satisfied and to terminate or extend the Tender Offer if any condition of the Tender Offer was not satisfied. Our decision as to whether or not a

condition was satisfied will be final and binding, and you will have no right to disagree with our conclusions.

Notwithstanding any other provisions of the Tender Offer, we have the right, in our sole discretion, to terminate the Tender Offer, at any time and for any reason. In such event, we will provide notice by public announcement.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a general summary of certain United States federal income tax considerations of the Tender Offer that may be relevant to beneficial owners of the Notes. This summary is based on the Code, Treasury regulations promulgated thereunder, administrative rulings and court decisions, all as in effect as of the date hereof and all of which are subject to differing interpretations and/or change at any time (possibly with retroactive effect). The Company has not and will not seek any ruling from the Internal Revenue Service or an opinion of counsel regarding the matters described below. We cannot assure you that the Internal Revenue Service will not challenge one or more of the tax consequences described in this discussion. Holders should seek advice based on their particular circumstances from an independent tax advisor.

This summary assumes that the Notes are held as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). This summary is not a complete description of all the tax consequences of a tender pursuant to the Tender Offer and, in particular, may not address U.S. federal income tax considerations applicable to persons subject to special treatment under U.S. federal income tax law (including, for example, financial institutions, dealers in securities or currencies, traders that mark to market, U.S. expatriates, persons who hold their Notes as part of a hedge, straddle, or conversion transaction, insurance companies, regulated investment companies, real estate investment trusts, entities treated as partnerships (or other pass through entities) for U.S. federal income tax purposes (or investors in such entities), U.S. Holders (as defined below) whose “functional currency” is not the U.S. dollar, persons subject to the alternative minimum tax, or tax-exempt entities). In addition, this summary does not discuss any aspect of state, local or foreign tax law that may be applicable to any Holder of Notes, or any U.S. federal tax considerations other than U.S. federal income tax considerations (such as estate or gift tax considerations).

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of a partner of the partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding Notes, you are urged to consult your own tax advisor about the U.S. federal income tax consequences of the Tender Offer.

Consequences to Tendering U.S. Holders

As used herein, “U.S. Holder” is a beneficial owner of Notes that is, for U.S. federal income tax purposes:

- an individual who is a U.S. citizen or U.S. resident alien;
- a corporation that was organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or that has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person.

Tender of Notes Pursuant to the Tender Offer

The receipt of cash for Notes pursuant to the Tender Offer will be a taxable transaction for U.S. federal income tax purposes. A U.S. Holder who receives cash for Notes pursuant to the Tender Offer will recognize gain or loss, if any, for U.S. federal income tax purposes equal to the difference between the aggregate consideration received in exchange for the Notes tendered (less any amounts attributable to accrued but unpaid interest, which will be taxable as ordinary income if such interest has not previously been included in income), and such U.S. Holder's adjusted tax basis in such Notes. A U.S. Holder's adjusted tax basis in a Note is generally equal to the price such U.S. Holder paid for the Note increased by, if applicable, any market discount (as described below) previously included in income by such U.S. Holder with respect to the Note and reduced by, if applicable, any amortizable bond premium previously amortized. Except as provided below with respect to market discount (and above with respect to accrued interest), any gain or loss recognized on a tender of a Note will generally give rise to capital gain or loss and will be long-term capital gain or loss if the U.S. Holder's holding period in the Note for U.S. federal income tax purposes is more than one year. Long-term capital gains recognized by non-corporate Holders are eligible for reduced rates of taxation. The deductibility of capital losses may be subject to limitation.

Market Discount

Gain recognized by a tendering U.S. Holder will be treated as ordinary income to the extent of any market discount on the Notes that has accrued during the period that the tendering U.S. Holder held the Notes and that has not previously been included in income by the U.S. Holder. A Note generally will be considered to have been acquired with market discount if the initial tax basis of the Note in the hands of the U.S. Holder was less than the stated principal amount of the Note by more than a specified de minimis amount. Market discount accrues on a ratable basis, unless the U.S. Holder elects to accrue the market discount using a constant-yield method.

Medicare Surtax

A U.S. Holder that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, is subject to a 3.8% tax on the lesser of (1) the U.S. Holder's "net investment income" (or "undistributed net investment income" in the case of an estate or trust) for the relevant taxable year and (2) the excess of the U.S. Holder's modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals is between \$125,000 and \$250,000, depending on the individual's circumstances). A holder's net investment income generally includes its interest income and its net gains from the disposition of Notes unless such interest income or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you are a U.S. Holder that is an individual, estate or trust, you are urged to consult your tax advisors regarding the applicability of the Medicare tax to your income and gains from a sale of Notes pursuant to the Tender Offer.

Consequences to Tendering Non-U.S. Holders

As used herein, a "Non-U.S. Holder" is any beneficial owner of Notes that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust that is not a U.S. Holder.

Tender of Notes Pursuant to the Tender Offer

Subject to the discussion of amounts attributable to accrued but unpaid interest and the discussion of information reporting and backup withholding below, any gain realized by a Non-U.S. Holder on the sale of a Note generally will not be subject to U.S. federal income or withholding tax, unless:

- such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment maintained in the United States maintained by such holder), in which case the Non-U.S. Holder would be taxed on the gain in the manner described below; or

- the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are satisfied, in which case the Non-U.S. Holder would be subject to a flat 30% U.S. federal tax (or lower applicable treaty rate) on the gain, which may be offset by certain U.S. source capital losses.

Subject to the discussion of information reporting and backup withholding below, amounts received pursuant to the Tender Offer that are attributable to accrued but unpaid interest on a Note by a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax, provided that:

- the Holder certifies its foreign status by providing a properly executed Internal Revenue Service Form W-8BEN or Form W-8BEN-E, as applicable;
- the Holder does not actually or constructively own 10% or more of our voting stock;
- the Holder is not a controlled foreign corporation that is related to us (within the meaning of Section 864(d)(4) of the Code); and
- such interest is not effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States.

If a Non-U.S. Holder cannot satisfy the requirements described above, amounts received pursuant to the Tender Offer that are attributable to accrued but unpaid interest will generally be subject to a 30% U.S. federal withholding tax, unless the Non-U.S. Holder provides a properly executed (i) Internal Revenue Service Form W-8BEN or Form W-8BEN-E, as applicable, claiming an exemption from or reduction in withholding under the benefit of an applicable income tax treaty or (ii) Internal Revenue Service Form W-8ECI stating that such accrued interest is not subject to withholding tax because it is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States.

Any gain or amounts attributable to accrued but unpaid interest on the Notes that are effectively connected with the conduct by a Non-U.S. Holder of a trade or business within the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment maintained in the United States maintained by such holder) will generally be subject to U.S. federal income tax on a net income basis at the rate applicable to U.S. persons (but not the Medicare surtax on net investments income described above) unless an applicable income tax treaty provides otherwise (and, corporate Non-U.S. Holders may also be subject to a 30% branch profits tax (or a lower applicable treaty rate) on such Non-U.S. Holder's effectively connected earnings and profits, subject to adjustments, attributable to such gain or interest).

Non-U.S. Holders should consult their own tax advisors regarding the availability of a refund of any U.S. federal withholding tax, any applicable income tax treaties which may provide for an exemption from or reduction of withholding tax or branch profits tax, or other rules different from those described above.

Consequences to Non-Tendering Holders

A Holder that does not tender its Notes pursuant to the Tender Offer will not incur U.S. federal income tax liability as a result of the consummation of the Tender Offer.

Information Reporting and Backup Withholding

Information reporting requirements will generally apply to payments received with respect to Notes tendered in the Tender Offer. U.S. federal income tax law requires that each tendering U.S. Holder must provide the Depository and Information Agent with such U.S. Holder's correct taxpayer identification number ("TIN") which, in the case of an individual is his or her social security number or individual taxpayer identification number, and certain other information, or otherwise establish a basis for exemption from backup withholding. Exempt Holders (including, among others, all corporations) are not subject to these backup withholding and information reporting requirements.

If the Depositary and Information Agent is not provided with the correct TIN or an adequate basis for exemption, a tendering U.S. Holder will be subject to backup withholding (currently at a rate of 28%) imposed on such U.S. Holder's gross proceeds from the Tender Offer.

To prevent backup withholding, each tendering U.S. Holder must complete the Form W-9 that is being provided with each Letter of Transmittal, and provide either (i) its correct TIN and certain other information under penalties of perjury or (ii) an adequate basis for exemption.

Each tendering Non-U.S. Holder must submit an appropriate, properly completed Internal Revenue Service Form W-8 (or successor form), certifying, under penalties of perjury, such Non-U.S. Holder's foreign status in order to establish an exemption from backup withholding.

Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of persons subject to backup withholding will be offset by the amount withheld. If backup withholding results in an overpayment of U.S. federal income tax, a refund or credit may be obtained from the Internal Revenue Service, provided the required information is timely furnished.

THE FOREGOING DISCUSSION IS NOT INTENDED TO BE A COMPLETE ANALYSIS OR DESCRIPTION OF ALL POTENTIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS AND OTHER TAX CONSIDERATIONS OF THE SALE OF NOTES PURSUANT TO THE TENDER OFFER. THUS, HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES OF THE TENDER OFFER TO THEM, INCLUDING TAX RETURN REPORTING REQUIREMENTS, THE APPLICABILITY AND THE EFFECT OF U.S. FEDERAL, STATE, LOCAL, FOREIGN AND OTHER APPLICABLE TAX LAWS AND THE EFFECT OF ANY PROPOSED CHANGES IN THE TAX LAWS.

COMPANIES THAT WILL ASSIST US IN MAKING THE TENDER OFFER

Dealer Manager

We have engaged Merrill Lynch, Pierce, Fenner & Smith Incorporated to act as the Dealer Manager in connection with the Tender Offer. In this capacity, Merrill Lynch, Pierce, Fenner & Smith Incorporated may contact Holders or beneficial owners of the Notes regarding the Tender Offer and may ask brokers, dealers, commercial banks and others to mail this document and other materials to beneficial owners of the Notes.

At any given time, the Dealer Manager may trade the Notes or any other securities of ours for its own account, or for the accounts of its customers, and accordingly, may hold a long or short position in the Notes or those other securities. The Dealer Manager is not obligated to make a market in the Notes.

We have agreed to pay the Dealer Manager customary fees for its services in connection with the Tender Offer, reimburse the reasonable expenses that the Dealer Manager may incur as Dealer Manager, and we have also agreed to indemnify the Dealer Manager and its affiliates for liabilities they may incur as a result of the Dealer Manager acting as Dealer Manager, including liabilities to which they may be subject under securities laws. An affiliate of the Dealer Manager is a lender under our senior secured credit facility.

The Dealer Manager will act as an underwriter in connection with the Debt Financing. The Dealer Manager and its affiliates have engaged in other transactions with, and from time to time have provided investment or commercial banking, financial advisory and general financing services for, us in the ordinary course of their respective businesses, for which they have received customary fees, commissions and reimbursements of expenses. The Dealer Manager and its affiliates may also engage in transactions or perform such services for us in the future. Further, certain affiliates of the Dealer Manager may be holders of the Notes and may participate in the Tender Offer, and, as a result, would receive a portion of the proceeds of the Tender Offer.

Any Holder that has questions concerning the terms of the Tender Offer may contact the Dealer Manager at the address and telephone numbers set forth on the back cover of this Offer to Purchase.

Depository and Information Agent

We have retained Global Bondholder Services Corporation as the Depository and Information Agent for the Tender Offer. We will pay the Depository and Information Agent customary fees for its services and reimburse the Depository and Information Agent for its reasonable expenses. We have also agreed to indemnify the Depository and Information Agent for liabilities it may incur in its capacity as such.

Miscellaneous

In connection with the Tender Offer, our directors and officers may solicit tenders by use of the mails, personally or by telephone, facsimile, electronic communication or other similar methods. These directors and officers will not be specifically compensated for these services. We will pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

The Tender Offer is being made to all Holders. The Company is not aware of any jurisdiction in which the Tender Offer is not in compliance with applicable law. If the Company becomes aware of any jurisdiction in which the Tender Offer would not be in compliance with applicable law, the Company will make a good faith effort to comply with any such law. If, after such good faith effort, the Company cannot comply with any such law, the Tender Offer will not be made to (nor will tenders of Notes be accepted from or on behalf of) the owners of Notes residing in such jurisdiction.

The Depository 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

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)

Any questions regarding the terms of the Tender Offer may be directed to the Dealer Manager. 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. 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/>. Beneficial owners of Notes may also contact their brokers, dealers, commercial banks or trust companies for assistance concerning the Tender Offer.