

LETTER OF TRANSMITTAL AND CONSENT

Qorvo, Inc.

**With Respect to Up To \$130,000,000
7.00% Senior Notes due 2025**

**Pursuant to the Offer to Purchase and Consent Solicitation Statement
Dated August 14, 2018**

THE OFFER AND THE CONSENT SOLICITATION (EACH AS DEFINED BELOW) WILL EXPIRE AT 12:01 A.M., NEW YORK CITY TIME, ON SEPTEMBER 12, 2018, UNLESS EXTENDED OR EARLIER TERMINATED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE “EXPIRATION TIME”). HOLDERS (AS DEFINED BELOW) MUST VALIDLY TENDER THEIR NOTES (AS DEFINED BELOW) AND DELIVER THEIR CONSENTS (AS DEFINED BELOW) AT OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON AUGUST 27, 2018, UNLESS EXTENDED OR EARLIER TERMINATED (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE “EARLY TENDER DEADLINE”), IN ORDER TO BE ELIGIBLE TO RECEIVE THE TOTAL CONSIDERATION (AS DEFINED BELOW). TENDERED NOTES MAY BE WITHDRAWN AND CONSENTS WILL BE REVOKED UPON THE WITHDRAWAL OF THE RELATED TENDERED NOTES AT ANY TIME AT OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON AUGUST 27, 2018, UNLESS EXTENDED (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE “WITHDRAWAL DEADLINE”), BUT NOT THEREAFTER. HOLDERS WHO DESIRE TO TENDER THEIR NOTES PURSUANT TO THE OFFER MUST CONSENT TO THE PROPOSED AMENDMENTS (AS DEFINED BELOW) AND SUCH HOLDERS MAY NOT DELIVER CONSENTS WITHOUT TENDERING THE RELATED NOTES.

Capitalized terms used but not defined herein have the meanings ascribed to them in the Offer to Purchase and Consent Solicitation Statement.

The Depositary and Information Agent for the Offer and Consent Solicitation is:

Global Bondholder Services Corporation

By Mail, Hand or Overnight Delivery:
65 Broadway, Suite 404
New York, New York 10006
Banks and Brokers Call: +1 (212) 430-3774
All Others Call Toll Free: +1 (866) 470-4200
Email: contact@gbsc-usa.com

By Facsimile Transmission:
(for Eligible Institutions only)
+1 (212) 430-3775
For Confirmation: +1 (212) 430-3774

DELIVERY OF THIS LETTER OF TRANSMITTAL AND CONSENT TO AN ADDRESS, OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER, OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE VALID DELIVERY TO GLOBAL BONDHOLDER SERVICES CORPORATION, WHO IS ACTING AS THE DEPOSITARY INFORMATION AGENT AND TENDER AGENT FOR THE OFFER AND THE CONSENT SOLICITATION (THE “DEPOSITARY AND INFORMATION AGENT”). THE INSTRUCTIONS CONTAINED HEREIN SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL AND CONSENT IS COMPLETED.

This Letter of Transmittal and Consent (this “Letter of Transmittal and Consent”) should be used to tender Notes pursuant to the Offer (the “Offer”) and deliver consents (each a “Consent” and, collectively, the “Consents”) pursuant to the Consent Solicitation (the “Consent Solicitation”) by Qorvo, Inc., a Delaware corporation (“we,” “us” or the “Company”), with respect to up to \$130,000,000 of the outstanding 7.00% Senior Notes due 2025 (the “Notes”) pursuant to the Offer to Purchase and Consent Solicitation Statement, dated August 14, 2018 (as the same may be amended or supplemented from time to time, the “Offer to Purchase and Consent Solicitation Statement” and, together with this Letter of Transmittal and Consent, the “Offer Documents”).

All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Offer to Purchase and Consent Solicitation Statement.

THE INSTRUCTIONS CONTAINED HEREIN SHOULD BE READ CAREFULLY AND IN THEIR ENTIRETY BEFORE THIS LETTER OF TRANSMITTAL AND CONSENT IS COMPLETED.

The Offer and the Consent Solicitation are made upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement and in this Letter of Transmittal and Consent. Holders should carefully review the information set forth herein. By the execution of this Letter of Transmittal and Consent, the undersigned acknowledges receipt of the Offer to Purchase and Consent Solicitation Statement, this Letter of Transmittal and Consent and the Instructions hereto. All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Offer to Purchase and Consent Solicitation Statement.

HOLDERS WHO WISH TO BE ELIGIBLE TO RECEIVE THE TOTAL CONSIDERATION, AS SET FORTH IN THE OFFER TO PURCHASE AND CONSENT SOLICITATION STATEMENT, IN CONNECTION WITH THE OFFER AND THE CONSENT SOLICITATION MUST VALIDLY TENDER THEIR NOTES AND VALIDLY DELIVER THE CONSENTS TO THE DEPOSITARY AND INFORMATION AGENT PRIOR TO THE EARLY TENDER DEADLINE. SEE “PROCEDURES FOR TENDERING NOTES AND DELIVERING CONSENTS” IN THE OFFER TO PURCHASE AND CONSENT SOLICITATION STATEMENT. HOLDERS WHO VALIDLY TENDER NOTES AND VALIDLY DELIVER THE CONSENTS AFTER THE EARLY TENDER DEADLINE, BUT ON OR PRIOR TO THE EXPIRATION TIME, WILL ONLY BE ELIGIBLE TO RECEIVE THE TENDER OFFER CONSIDERATION.

This Letter of Transmittal and Consent is to be used by Holders if:

- certificates representing Notes are to be physically delivered to the Depository and Information Agent herewith by Holders; or
- tenders of Notes are to be made by book-entry transfer to the Depository and Information Agent’s account at The Depository Trust Company (“DTC”) pursuant to the procedures set forth in the Offer to Purchase and Consent Solicitation Statement under the caption “Procedures for Tendering Notes and Delivering Consents—Tender of Notes Held Through DTC” but instructions are NOT being transmitted through DTC’s Automated Tender Offer Program (“ATOP”).

This Letter of Transmittal and Consent, if being used, must be delivered to the Depository and Information Agent. Delivery of this Letter of Transmittal and Consent and other documents to DTC or to the Trustee does not constitute delivery to the Depository and Information Agent.

The Offer will be eligible for ATOP. In lieu of completing and delivering this Letter of Transmittal and Consent, Holders who are tendering by book-entry transfer to the Depository and Information Agent’s account at DTC can electronically transmit their acceptance of the Offer and the Consent Solicitation through ATOP (and thereby tender Notes and deliver Consents). DTC participants that are accepting the Offer and the Consent Solicitation may transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the Depository and Information Agent’s account at DTC. DTC will then edit and verify the acceptance and send an Agent’s Message to the Depository and Information Agent for its acceptance. Delivery of the Agent’s Message by DTC will satisfy the terms of the Offer and the Consent Solicitation as to execution and delivery of a Letter of Transmittal and Consent by the participant identified in the Agent’s Message.

Questions about the Offer and the Consent Solicitation may be directed to Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc. or Wells Fargo Securities, LLC, who are serving as the dealer managers in connection with the Offer and the Consent Solicitation (the “Dealer Managers”), at their addresses and telephone numbers set forth on the back cover of this Letter of Transmittal and Consent.

Questions regarding procedures for tendering Notes and delivering the Consents and making requests for additional copies of the Offer to Purchase and Consent Solicitation Statement, this Letter of Transmittal and Consent, and any of the accompanying ancillary documents may be directed to the Depository and Information Agent, at the email address and its address and telephone numbers set forth on the back cover of this Letter of Transmittal and Consent. Requests for additional copies of the Offer to Purchase and Consent Solicitation Statement, this Letter of Transmittal and Consent and any of the accompanying ancillary documents also may be directed to your broker, dealer, commercial bank or trust company. Your broker, dealer, commercial bank or trust company also can help you complete this form.

Tendered Notes and delivered Consents may be withdrawn or revoked at any time at or prior to the Withdrawal Deadline. Holders may not withdraw tenders of Notes or revoke deliveries of Consents after the Withdrawal Deadline, except as required by law. If the Offer and the Consent Solicitation are terminated or otherwise not completed, the Total Consideration or the Tender Offer Consideration, as applicable, and any accrued and unpaid interest will not be paid or become payable pursuant to the Offer and the Consent Solicitation to the Holders who have tendered their Notes and delivered Consents and such Notes shall be returned promptly to such Holders.

THIS LETTER OF TRANSMITTAL AND CONSENT DOES NOT CONSTITUTE AN OFFER TO PURCHASE OR THE SOLICITATION OF CONSENTS IN ANY JURISDICTION IN WHICH, OR TO OR FROM ANY PERSON WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION UNDER APPLICABLE SECURITIES OR “BLUE SKY” LAWS. THE DELIVERY OF THIS LETTER OF TRANSMITTAL AND CONSENT 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 ANY ATTACHMENTS HERETO OR IN THE AFFAIRS OF THE COMPANY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES SINCE THE DATE HEREOF. THE COMPANY DISCLAIMS ANY OBLIGATION TO UPDATE OR REVISE ANY INFORMATION CONTAINED IN THIS LETTER OF TRANSMITTAL AND CONSENT, EXCEPT AS REQUIRED BY LAW.

The undersigned has validly completed, executed and delivered this Letter of Transmittal and Consent to indicate the action the undersigned desires to take with respect to the Offer and the Consent Solicitation.

List below the Notes to which this Letter of Transmittal and Consent relates. If the space provided below is inadequate, list the certificate numbers and principal amounts on a separately executed schedule and affix the schedule to this Letter of Transmittal and Consent. Tenders of Notes and delivery of Consents pursuant to the Offer and the Consent Solicitation will be accepted only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denominations set forth above.

DESCRIPTION OF NOTES TENDERED AND WITH RESPECT TO WHICH CONSENT IS GIVEN			
7.00% SENIOR NOTES DUE 2025			
Name(s) and Address(es) of Registered Holder(s) or Name of DTC Participant and Participant's DTC Account Number in which Notes are Held (Please fill in, if blank)	Certificate Number(s)*		Aggregate Principal Amount at Maturity Represented
		Total Principal Amount of Notes	Principal Amount at Maturity Tendered**
* Need not be completed by Holders tendering by book-entry transfer.			
** Unless otherwise indicated in the column labeled "Principal Amount at Maturity Tendered" and subject to the terms and conditions of the Offer and Consent Solicitation, a Holder will be deemed to have tendered Notes with respect to the entire aggregate principal amount represented by the Notes indicated in the column labeled "Aggregate Principal Amount at Maturity Represented." See Instruction 4.			

If certificated Notes are being tendered, the names and addresses of the Holders should be printed, if not already printed above, exactly as they appear on the certificates representing Notes tendered hereby. The Notes and the principal amount of Notes represented thereby that the undersigned wishes to tender and with respect to which the undersigned wishes to deliver Consents should be indicated in the appropriate boxes.

Holders who validly tender their Notes and deliver the Consents before the Early Tender Deadline will receive payment of the Total Consideration plus accrued and unpaid interest to, but excluding, the Early Settlement Date if such Notes and Consents are accepted for payment. Holders who validly tender their Notes and deliver the Consents after the Early Tender Deadline but before the Expiration Time will receive payment of the Tender Offer Consideration plus accrued and unpaid interest to, but excluding, the Final Settlement Date if such Notes and Consents are accepted for payment. Tenders of Notes and deliveries of Consents may be withdrawn or revoked at any time at or prior to the Withdrawal Deadline. Interest will cease to accrue on the Early Settlement Date or the Final Settlement Date, as applicable, for all Notes accepted in the Offer.

CHECK HERE IF CERTIFICATES FOR TENDERED NOTES ARE ENCLOSED HERewith.

CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED BY BOOK ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY AND INFORMATION AGENT WITH DTC AND COMPLETE THE FOLLOWING:

Name of Tendering Institution: _____

Account Number with DTC: _____

Transaction Code Number: _____

The undersigned has completed, executed and delivered this Letter of Transmittal and Consent to indicate the action the undersigned desires to take with respect to the Offer and the Consent Solicitation.

The instructions included with this Letter of Transmittal and Consent must be followed. Questions and requests for assistance or for additional copies of the Offer to Purchase and Consent Solicitation Statement and this Letter of Transmittal and Consent must be directed to Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, the Dealer Managers, or Global Bondholder Services Corporation, the Depositary and Information Agent, in each case, at their respective addresses and telephone numbers set forth on the back cover page of this Letter of Transmittal and Consent. See Instruction 10 below.

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

Ladies and Gentlemen:

By execution hereof, the undersigned acknowledges receipt of the Offer to Purchase and Consent Solicitation Statement, dated August 14, 2018 (as it may be amended or supplemented from time to time, the “Offer to Purchase and Consent Solicitation Statement”), of Qorvo, Inc., a Delaware corporation (“we,” “us” or the “Company”), relating to (i) our offer to purchase for cash (the “Offer”) up to \$130,000,000 of the outstanding 7.00% Senior Notes due 2025 (the “Notes”) and (ii) our solicitation (the “Consent Solicitation”) of consents (each, a “Consent” and, collectively, the “Consents”) from each registered holder of Notes (each, a “Holder” and, collectively, the “Holders”) to amend the indenture, dated as of November 19, 2015 (the “Indenture”), by and among the Company, the guarantors party thereto, and MUFG Union Bank, N.A., as trustee (the “Trustee”) to implement the proposed amendments to the Indenture (the “Proposed Amendments”) as described under the headings “Proposed Amendments to the Indenture” in the Offer to Purchase and Consent Solicitation Statement.

The Proposed Amendments provide for amendment of the Indenture as described in the Offer to Purchase and Consent Solicitation Statement to, among other things, eliminate substantially all of the restrictive covenants and certain events of default under the Indenture with respect to the Notes and modify certain notice requirements for redemption of the Notes by the Company

The Offer and the Consent Solicitation are made upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement and in this Letter of Transmittal and Consent. Upon the terms and subject to the conditions of the Offer and Consent Solicitation Statement, the undersigned hereby tenders to us the principal amount of Notes indicated above and delivers Consents with respect to such principal amount of Notes.

Subject to, and effective upon, the acceptance for purchase of, and payment for, the principal amount of Notes tendered and Consents delivered with this Letter of Transmittal and Consent, in accordance with the terms and subject to the conditions of the Offer and the Consent Solicitation, the undersigned hereby (i) irrevocably sells, assigns and transfers to or upon the order of the Company all right, title, entitlement and interest in and to all of the Notes that are being tendered; (ii) waives any and all other rights with respect to such Notes (including, without limitation, any existing or past defaults and their consequences in respect of such Notes and the Indenture) and (iii) releases and discharges the Company and the Guarantors from any and all claims such Holder may now have, or may have in the future, arising out of, or related to, such Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to such Notes or to participate in any subsequent purchase, redemption or defeasance of such Notes; (iv) delivers such Holder’s Consent to the Proposed Amendments and waives any right to revoke its Consent after the Withdrawal Deadline; and (v) irrevocably constitutes and appoints the Depositary and Information Agent as the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Depositary and Information Agent also acts as our agent) with respect to such Notes, with full power of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (1) present such Notes and all evidences of transfer and authenticity to, or transfer ownership of, such Notes on the account books maintained by the Book-Entry Transfer Facility to, or upon the order of, the Company, (2) present such Notes for transfer of ownership on the books of the relevant security register and (3) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Depositary and Information Agent will have no rights to, or control over, funds received from the Company for the Total Consideration or the Tender Offer Consideration, as the case may be, and accrued and unpaid interest for any tendered Notes that are purchased by the Company, except to the extent that they hold such funds on behalf of the tendering and consenting Holders), and (c) deliver to the Company and the Depositary and Information Agent this Letter of Transmittal and Consent, if any, as evidence of the Holder’s Consent and to the execution and delivery of the Notes Supplemental Indenture (as defined below) and as certification that Consents duly executed by Holders have been received, all in accordance with the terms of the Offer and the Consent Solicitation as described in the Offer Documents.

The undersigned agrees and acknowledges that, by the execution and delivery hereof, the undersigned makes and provides the written Consent to the Proposed Amendments. The undersigned understands that such

Consent provided hereby shall remain in full force and effect unless such Consent is validly revoked in accordance with the procedures set forth in the Offer to Purchase and Consent Solicitation Statement and this Letter of Transmittal and Consent, which procedures are hereby agreed to be applicable in lieu of any and all other procedures for revocation set forth in the Indenture, which are hereby waived. The undersigned understands that a revocation of such Consent will not be effective following the Withdrawal Deadline, notwithstanding any provision to the contrary in the Indenture.

The undersigned understands and acknowledges that the Offer and the Consent Solicitation will expire at 12:01 am, New York City time, on September 12, 2018, unless extended or earlier terminated. In addition, the undersigned understands and acknowledges that, in order to receive the Total Consideration, the undersigned must have validly tendered (and not validly withdrawn) Notes at or prior to the Early Tender Deadline, unless extended or earlier terminated.

Notes tendered may be withdrawn and Consents delivered may be revoked at any time at or prior to the Withdrawal Deadline. Notes tendered may not be withdrawn and Consents delivered may not be revoked after the Withdrawal Deadline, except in certain limited circumstances, as required by law. A valid withdrawal of a tender of Notes will be deemed a valid revocation of the Consents.

In the event that either or both of the Offer and the Consent Solicitation are terminated, withdrawn or otherwise not completed without any Notes and Consents being purchased thereunder, Notes tendered pursuant to the Offer will be returned to the tendering Holder promptly (or, in the case of Notes tendered by book-entry transfer, such Notes will be credited to the account maintained at DTC from which such Notes were delivered).

The undersigned understands that tenders of Notes and deliveries of Consents pursuant to any of the procedures described in the Offer to Purchase and Consent Solicitation Statement and in the instructions hereto and acceptance thereof by us will constitute a binding agreement between the undersigned and us upon the terms and subject to the conditions of the Offer and the Consent Solicitation.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Notes tendered hereby and to deliver the Consents contained herein, and that when such Notes are accepted for purchase and payment by us, we will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. The undersigned will, upon request by the Company, the Depository and Information Agent or the Trustee, execute and deliver any additional documents deemed by the Company, the Depository and Information Agent or the Trustee to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby or to perfect the Consents and complete the execution of a supplemental indenture (the "Notes Supplemental Indenture").

For purposes of the Offer, we will have accepted for purchase validly tendered Notes if, as and when we give verbal or written notice to the Depository and Information Agent of our acceptance of the Notes for purchase pursuant to the Offer. For purposes of the Consent Solicitation, validly delivered Consents will be deemed to have been accepted by us if, as and when the Company and the Trustee execute the Notes Supplemental Indenture promptly after the receipt of the Requisite Consents, provided that the Proposed Amendments will not become operative with respect to the Supplemental Indenture until the first settlement date following the receipt of the Requisite Consents. In all cases, payment for Notes and Consents pursuant to the Offer and the Consent Solicitation will be made by deposit of the Total Consideration or Tender Offer Consideration, as applicable, and accrued and unpaid interest to, but excluding, the Early Settlement Date or the Final Settlement Date, as applicable, in immediately available funds with the Depository and Information Agent, which will act as your agent for the purpose of receiving payments from us and transmitting payments to you. Interest will cease to accrue on the Early Settlement Date or the Final Settlement Date, as applicable, for all Notes accepted in the Offer.

The undersigned hereby represents and warrants that the undersigned has read and agrees to all of the terms of the Offer and the Consent Solicitation. All authority conferred or agreed to be conferred by this Letter of Transmittal and Consent shall not be affected by, and shall survive, the death, disability, incapacity, liquidation or dissolution of the undersigned, and every obligation of the undersigned under this Letter of Transmittal and Consent shall be binding upon the undersigned's heirs, personal representatives, executors, administrators, successors,

assigns, trustees in bankruptcy and other legal representatives. The undersigned understands that the delivery and surrender of the Notes and Consents is not effective, and the risk of loss of the Notes does not pass to the Depository and Information Agent, until timely receipt by the Depository and Information Agent of (1) certificates representing the Notes, or timely confirmation of a book-entry transfer of the Notes into the Depository and Information Agent's account at DTC, (2) the validly completed and duly executed Letter of Transmittal and Consent (or a facsimile thereof) or an Agent's Message in lieu thereof and (3) all necessary signature guarantees and any other documents required by this Letter of Transmittal and Consent.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any Notes tendered and Consents delivered pursuant to any of the procedures described above and the form and validity of all documents will be determined by us, in our sole discretion, which determination shall be final and binding. We reserve the absolute right, in our sole discretion, to reject any and all tenders of any Notes and Consents determined by us not to be in proper form, or if the acceptance of, or payment for, such Notes and Consents may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive or amend any condition to the Offer and the Consent Solicitation that we are legally permitted to waive or amend and waive any defect or irregularity in any tender with respect to Notes and Consents, whether or not similar defects or irregularities are waived in the case of other Holders.

We expressly reserve the right, subject to applicable law, to (1) terminate either or both of the Offer and the Consent Solicitation prior to the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time and not accept for payment any Notes or Consents not theretofore accepted for payment pursuant to the Offer and the Consent Solicitation for any reason, (2) waive any and all of the conditions of the Offer or the Consent Solicitation prior to the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time, (3) extend the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time, (4) increase or decrease the Tender Cap at any time, and (5) otherwise amend the terms of either or both of the Offer and the Consent Solicitation in any respect. The foregoing rights are in addition to the right to delay acceptance for payment of Notes validly tendered pursuant to the Offer or the payment of Notes accepted for payment pursuant to the Offer and the Consent Solicitation in order to comply with any applicable law, subject to Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended, which requires that we pay the consideration offered or return the Notes deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of the Offer, as applicable.

If we make a material change in the terms of the Offer or the Consent Solicitation or the information concerning the Offer or the Consent Solicitation or waive a material condition of the Offer or the Consent Solicitation, we will, to the extent required by law, disseminate additional Offer and Consent Solicitation materials and extend the Offer and the Consent Solicitation. In addition, we may, if we deem appropriate, extend the Offer and the Consent Solicitation for any other reason. Without limiting the manner in which we may choose to make such announcement, we will not, unless otherwise required by law, have any obligation to advertise or otherwise communicate any such announcement other than by issuing a press release or by such other means of announcement as we deem appropriate.

The undersigned understands that our obligation to accept for payment, and to pay for, Notes validly tendered and Consents validly delivered and not validly withdrawn pursuant to the Offer and the Consent Solicitation is subject to the terms and conditions set forth in the Offer to Purchase and Consent Solicitation Statement.

Unless otherwise indicated herein under "Special Payment Instructions," the undersigned hereby requests that the Depository and Information Agent mail the check for the Total Consideration or Tender Offer Consideration, as applicable, and accrued and unpaid interest to, but excluding, the Early Settlement Date or the Final Settlement Date, as applicable, to the address(es) of the Holder(s) appearing under "Description of Notes Tendered 7.00% Senior Notes due 2025." Similarly, unless otherwise indicated herein under "Special Delivery Instructions," the undersigned hereby requests that any Notes representing principal amounts not tendered or not accepted for purchase (and accompanying documents, as appropriate) be delivered to the person(s) so indicated. In the case of a book-entry delivery of Notes, the undersigned hereby requests that the Depository and Information Agent credit the account maintained at DTC with any Notes not tendered or not accepted for purchase. The undersigned recognizes that we have no obligation pursuant to the "Special Payment Instructions" box or "Special

Delivery Instructions” box to transfer any Notes from the name of the Holder(s) thereof if we do not accept for purchase any of the principal amount of such Notes so tendered.

**TENDER OF NOTES AND DELIVERY OF CONSENTS
HOLDER(S) PLEASE SIGN THIS PAGE**

This Letter of Transmittal and Consent must be signed by the registered holder(s) of the Notes exactly as their name(s) appear(s) on certificate(s) for Notes or by person(s) authorized to become registered holder(s) by endorsement on certificates for Notes or by bond powers transmitted with this Letter of Transmittal and Consent. Endorsements on Notes and signatures on bond powers by registered holders not executing this Letter of Transmittal and Consent must be guaranteed by an Eligible Institution. See Instruction 1 below. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to us of such person's authority to so act. See Instruction 1 below.

- CHECK HERE IF CERTIFICATES REPRESENTING TENDERED NOTES ARE ENCLOSED HEREWITH.**
- CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY AND INFORMATION AGENT WITH DTC AND COMPLETE THE FOLLOWING:**

Name of tendering institution: _____

Account number with DTC: _____

Transaction code number: _____

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

Dated: _____ 2018

Name(s): _____
(Please Print)

Capacity: _____

Address: _____
(Including Zip Code)

Area Code and Telephone No.: _____

Taxpayer Identification or Social Security No.: _____

**PLEASE COMPLETE INTERNAL REVENUE SERVICE ("IRS") FORM W-9 ATTACHED HERETO OR
APPLICABLE IRS FORM W-8 AND THE SIGNATURE GUARANTEE HEREIN, IF REQUIRED
(See Instructions 1 and 9 below)
Certain Signatures Must Be Guaranteed by an Eligible Institution**

(Name of Eligible Institution Guaranteeing Signatures)

(Address (including zip code) and Telephone Number (including area code) of Eligible Institution)

(Authorized Signature)

(Print Name)

(Title)

Dated: _____, 2018

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 4, 5, 6 and 9)

To be completed ONLY if checks constituting payments for Notes and Consents in connection with the Offer and the Consent Solicitation are to be issued to the order of someone other than the person(s) whose signature(s) appear(s) within this Letter of Transmittal and Consent.

Name: _____
(Please Print)

Address: _____
(Please Print)

_____ Zip Code

(Taxpayer Identification or Social Security Number)

(The person(s) named above must properly complete the attached IRS Form W-9, an IRS Form W-8BEN, and IRS Form W-8BEN-E, an IRS Form W-8ECI, an IRS Form W-8IMY or an IRS Form W-8EXP, as applicable.)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 4, 5, 6 and 9)

To be completed ONLY if certificates for Notes in a principal amount not tendered or not accepted for purchase are to be issued or sent to someone other than the person(s) whose signature(s) appear(s) within this Letter of Transmittal and Consent or to an address different from that shown in the box entitled "Description of Notes Tendered" within this Letter of Transmittal and Consent, or if Notes tendered by book-entry transfer that are not accepted for purchase are to be credited to an account maintained at DTC other than the one designated above.

Issue certificate(s) to:

Name: _____
(Please Print)

Address: _____
(Please Print)

_____ Zip Code

Credit unpurchased Notes by book-entry transfer to the DTC account set forth below:

_____ (DTC Account Number)

Name of Account Party:

_____ **(Taxpayer Identification or Social Security Number)**

(The person(s) named above must properly complete the attached IRS Form W-9, an IRS Form W-8BEN, and IRS Form W-8BEN-E, an IRS Form W-8ECI, an IRS Form W-8IMY or an IRS Form W-8EXP, as applicable.)

INSTRUCTIONS

(Forming Part of the Terms and Conditions of the Offer)

1. Signature Guarantees; Signatures on this Letter of Transmittal and Consent

Signatures on this Letter of Transmittal and Consent must be guaranteed by a recognized participant in the Securities Transfer Agent's Medallion Program (a "Medallion Signature Guarantor"), unless the Notes tendered hereby are tendered and delivered (a) by the registered Holder of such Notes (or by a participant in DTC whose name appears on a security position listing as the owner thereof) and that Holder has not completed either of the boxes entitled "Special Payment Instructions" or "Special Delivery Instructions" on this Letter of Transmittal and Consent or (b) for the account of a firm that is a member of a registered national securities exchange or the Financial Industry Regulatory Authority, Inc. or a commercial bank or trust company having an office or correspondent in the United States (each, an "Eligible Institution"). See Instruction 6.

2. Delivery of Letter of Transmittal and Consent and Notes

This Letter of Transmittal and Consent is to be completed by Holders if:

- certificates representing Notes are to be physically delivered to the Depository and Information Agent herewith by Holders; or
- tenders of Notes are to be made by book-entry transfer to the Depository and Information Agent's account at DTC pursuant to the procedures set forth in the Offer to Purchase and Consent Solicitation Statement in "Procedures for Tendering Notes and Delivering Consents—Tender of Notes Held Through DTC" but instructions are NOT being transmitted through ATOP for which the Notes and the Offer and Consent Solicitation will be eligible.

All physically delivered Notes, or a confirmation of a book-entry transfer into the Depository and Information Agent's account at DTC of all Notes delivered electronically, as well as a properly completed and duly executed Letter of Transmittal and Consent (or a copy thereof) and any other documents required by this Letter of Transmittal and Consent, must be received by the Depository and Information Agent at its address set forth herein prior to the Early Tender Deadline, in order to receive the Total Consideration, or prior to the Expiration Time, in order to receive the Tender Offer Consideration. **Delivery of documents to DTC or to the Trustee does not constitute delivery to the Depository and Information Agent.**

Holders who tender Notes by physical delivery will automatically be deemed to have consented to the Proposed Amendments. Holders may not tender Notes without also delivering the Consents. Similarly, Holders may not validly revoke the Consent without withdrawing the related, previously tendered Notes. A valid withdrawal of tendered Notes will constitute the concurrent valid revocation of the Consents. Assuming the Requisite Consents are obtained, the Company expects that the Company, the Guarantors and the Trustee will execute the Notes Supplemental Indenture promptly following the receipt of the Requisite Consents. The Notes Supplemental Indenture will become effective upon execution by the Company, the Guarantors and the Trustee, but it will provide that the Proposed Amendments will not become operative with respect to the Notes Indenture until the earlier of the Early Settlement Date or the Final Settlement Date, following the receipt of the Requisite Consents. Upon becoming operative, the Notes Supplemental Indenture will be binding upon each Holder whether or not such Holder gives a Consent with respect thereto.

The Offer and the Consent Solicitation will be eligible for ATOP. In lieu of completing and delivering this Letter of Transmittal and Consent, Holders who are tendering Notes and delivering Consents by book-entry transfer to the Depository and Information Agent's account at DTC can electronically transmit their acceptance of the Offer and the Consent Solicitation (and thereby tender Notes and deliver Consents) by causing DTC to transfer their Notes to the Depository and Information Agent in accordance with DTC's ATOP procedures for such a transfer. DTC will then send an Agent's Message to the Depository and Information Agent. The Agent's Message shall state that DTC has received an express acknowledgement from the DTC participant tendering Notes on behalf of the Holder, that such DTC participant has the Letter of Transmittal and Consent and agrees to be bound by the terms of the Letter of

Transmittal and Consent, and that we may enforce such agreement against such participant. Delivery of the Agent's Message by DTC will satisfy the terms of the Offer and the Consent Solicitation as to execution and delivery of a Letter of Transmittal and Consent by the participant identified in the Agent's Message. **Holders desiring to tender Notes and deliver Consents before the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time through ATOP should note that such Holders must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC.**

The method of delivery of this Letter of Transmittal and Consent, the Notes and all other required documents, including delivery through DTC and any acceptance or Agent's Message delivered through ATOP, is at the option and risk of the tendering Holder. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed for such documents to reach the Depository and Information Agent. Except as otherwise provided in this Instruction 2, delivery will be deemed made only when actually received by the Depository and Information Agent.

No alternative, conditional or contingent tenders or Consents will be accepted. All participating Holders, by execution of this Letter of Transmittal and Consent (or manually signed facsimile), waive any right to receive any notice of the acceptance of their Notes and Consents for payment.

3. Withdrawal of Tender and Revocation of Consent

Holders who tender their Notes in the Offer must deliver the Consent. Notes tendered may be validly withdrawn, and Consents may be revoked, at any time on or prior to the Withdrawal Deadline by following the procedures set forth below, which procedures shall be applicable in lieu of any and all other procedures for revocation set forth in the Indenture. A valid withdrawal of tendered Notes on or prior to the Withdrawal Deadline shall be deemed a valid concurrent revocation of the Consents. A valid revocation of a Consent will render a tender of the Notes defective. Each Holder agrees by tendering Notes and delivering Consents that such Notes may not be withdrawn and Consents may not be revoked after the Withdrawal Deadline and waives such Holder's right, if any, to revoke its Consent after the Withdrawal Deadline. If the Offer and the Consent Solicitation are terminated after the Early Tender Deadline without any such Notes having been purchased, the Proposed Amendments will not become operative. Any Notes validly tendered and Consents validly delivered on or prior to the Early Tender Deadline that are not validly withdrawn or validly revoked on or prior to the Withdrawal Deadline may not be withdrawn thereafter, except as required by law. In addition, tendered Notes may be withdrawn after the 60th business day after commencement of the Offer if for any reason the Offer has not been consummated within 60 business days after commencement. In the event of a termination of the Offer, such Notes will be credited to the account maintained at DTC from which such Notes were delivered or certificates for such Notes will be returned to such tendering Holders.

4. Partial Tenders

Tenders of Notes and delivery of Consents pursuant to the Offer and the Consent Solicitation will be accepted 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 denomination of \$2,000. If a Holder wishes to tender less than the entire principal amount evidenced by any Notes submitted, the tendering Holder must fill in the principal amount tendered in the last column of the box entitled "Description of Notes Tendered and with respect to which Consent is Given" herein. The entire principal amount represented by the certificates for all Notes delivered to the Depository and Information Agent will be deemed to have been tendered, and the Consents will be deemed to have been delivered, unless otherwise indicated. If the entire principal amount of all Notes is not tendered or not accepted for purchase as soon as practicable after the Early Tender Deadline or the Expiration Time, as applicable, the Notes representing such untendered amount will be sent (or, if tendered by book-entry transfer, returned by credit to the applicable account at DTC) to the registered Holder unless otherwise provided herein in the box entitled "Special Delivery Instructions." See Instruction 6.

5. Signature on Letter of Transmittal and Consent, Instruments of Transfer and Endorsements

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

If any of the Notes tendered hereby are registered in the name of two or more Holders, all such Holders must sign this Letter of Transmittal and Consent. If any of the Notes tendered hereby are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal and Consent as there are different registrations of certificates. If this Letter of Transmittal and Consent or any Notes or instrument of transfer is signed by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to us of such person's authority to so act must be submitted.

If this Letter of Transmittal and Consent is signed other than by the registered Holder(s) of the Notes listed, the Notes must be endorsed or accompanied by appropriate instruments of transfer, in any case signed exactly as the name or names of the registered Holder(s) appear on the Notes, and signatures on such Notes or instruments of transfer and proxy are required and must be guaranteed by a Medallion Signature Guarantor, unless the signature is that of an Eligible Institution. If this Letter of Transmittal and Consent is signed by the Holder, the certificates for any principal amount of Notes not tendered or accepted for purchase are to be issued (or if any principal amount of Notes that is not tendered or not accepted for purchase is to be reissued or returned) to such Holder, or if tendered by book-entry transfer, credited to the account at DTC of such Holder, and checks constituting payment for Notes to be purchased in connection with the Offer are to be issued to the order of the Holder, then the Holder need not endorse any certificates for tendered Notes nor provide any other instruments of transfer.

6. Special Payment and Delivery Instructions

Participating Holders should indicate in the applicable box or boxes the name and address to which Notes for principal amounts not tendered or not accepted for purchase or checks for payment of the Total Consideration or Tender Offer Consideration, as applicable, and accrued and unpaid interest to be made in connection with the Offer and the Consent Solicitation are to be issued or sent, if different from the name and address of the registered Holder signing this Letter of Transmittal and Consent. In the case of issuance in a different name, the taxpayer identification or social security number of the person named must also be indicated. If no instructions are given, any Notes not tendered or not accepted for purchase will be returned to the registered Holder of the Notes tendered. For Holders tendering by book-entry transfer, Notes not tendered or not accepted for purchase will be returned by crediting the account at DTC designated above.

7. Transfer Taxes

Except as set forth in this Instruction 7, we will pay or cause to be paid any transfer taxes with respect to the transfer and sale of Notes to us pursuant to the Offer and the Consent Solicitation. If however, payment of the Total Consideration or the Tender Offer Consideration, as applicable, and accrued and unpaid interest is to be made to, or if Notes not tendered or accepted for payment are to be registered in the name of, any persons other than the registered owner(s), or if tendered Notes are registered in the name of any person(s) other than the person(s) signing this Letter of Transmittal and Consent, the amount of any transfer taxes (whether imposed on the registered Holder(s) or such other person(s)) payable on account of the transfer to such other person will be deducted from the Total Consideration or the Tender Offer Consideration, as applicable, and accrued and unpaid interest unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

8. Conditions to the Offer and the Consent Solicitation; Waiver of Conditions

Notwithstanding any other provisions of the Offer and the Consent Solicitation, we will not be required to accept for purchase or to pay for Notes validly tendered or Consents validly delivered pursuant to the Offer and the

Consent Solicitation, and may terminate, amend or extend either or both of the Offer and the Consent Solicitation, or delay or refrain from accepting for purchase, or paying for, Notes and Consents if any of the conditions set forth in the Offer to Purchase and Consent Solicitation Statement have not been satisfied or have not been waived by us.

9. IRS Form W-9 and W-8

Payments made to Holders may be subject to information reporting and backup withholding of U.S. federal income tax, currently at a rate of 24%. Certain Holders (including, among others, corporations) are not subject to these information reporting and backup withholding requirements. To avoid backup withholding, Holders who are U.S. persons (as defined for U.S. federal income tax purposes) that do not otherwise establish an exemption should complete and return an IRS Form W-9, certifying that the Holder is a U.S. person, that the taxpayer identification number provided is correct, and that the Holder is not subject to backup withholding. Failure to provide the correct information on the Form W-9 may subject the tendering Holder to a \$50 penalty imposed by the IRS. Holders that are non-U.S. persons may be required to complete and submit an IRS Form W-8BEN or IRS Form W-8BEN-E or other applicable IRS Form W-8, signed under penalties of perjury, attesting to the holder's non-U.S. status. IRS forms may be obtained at the IRS website, www.irs.gov.

Backup withholding is not an additional tax. The amount of any backup withholding will be allowed as a credit against the Holder's U.S. federal income tax liability and may entitle the Holder to a refund, provided that the required information is furnished to the IRS in a timely manner.

All Holders are urged to consult their tax advisors to determine which forms should be used and whether they are exempt from backup withholding.

10. Requests for Assistance or Additional Copies

Questions about the Offer and the Consent Solicitation may be directed to Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, who are serving as the Dealer Managers in connection with the Offer and the Consent Solicitation, at their addresses and telephone numbers set forth on the back cover of this Letter of Transmittal and Consent. Questions regarding procedure for tendering Notes, delivering Consents and delivering requests for additional copies of the Offer to Purchase and Consent Solicitation Statement, this Letter of Transmittal and Consent, any of the accompanying ancillary documents may be directed to Global Bondholder Services Corporation, who is acting as the Depositary and Information Agent in connection with the Offer and the Consent Solicitation, at the web address and its address and telephone numbers set forth on the back cover of this Letter of Transmittal and Consent. Requests for additional copies of the Offer to Purchase and Consent Solicitation Statement, this Letter of Transmittal and Consent and any of the accompanying ancillary documents may also be directed to your broker, dealer, commercial bank or trust company. Your broker, dealer, commercial bank or trust company also can help you complete this form.

11. Mutilated, Lost, Stolen or Destroyed Certificates

If a Holder desires to tender Notes and deliver the Consents, but the certificates evidencing such Notes have been mutilated, lost, stolen or destroyed, such Holder should contact the Depositary and Information Agent and the Trustee for the Notes, to receive information about the procedures for obtaining replacement certificates for Notes.

12. Irregularities

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any Notes tendered and Consents delivered pursuant to any of the procedures described above and the form and validity of all documents will be determined by us, in our sole discretion, which determination shall be final and binding. We reserve the absolute right, in our sole discretion, to reject any and all tenders of any Notes and Consents determined by us not to be in proper form, or if the acceptance of, or payment for, such Notes and Consents may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive or amend any condition to the Offer and the Consent Solicitation that we are legally permitted to waive or amend and waive any defect or

irregularity in any tender with respect to Notes and Consents, whether or not similar defects or irregularities are waived in the case of other Holders.

Our interpretation of the terms and conditions of the Offer and the Consent Solicitation (including this Letter of Transmittal and Consent and the Instructions hereto) will be final and binding. Any defect or irregularity in connection with tenders of Notes or deliveries of Consents must be cured within such time as we determine, unless waived by us. Tendere of Notes and deliveries of Consents shall not be deemed to have been made until all defects and irregularities have been waived by us or cured. None of the Company, the Trustee, the Dealer Managers, the Depositary and Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or withdrawals of Notes or deliveries or revocations of Consents or will incur any liability for failure to give any such notification. If we waive our right to reject a defective tender of Notes or delivery of Consents, the Holder will be entitled to the Total Consideration or the Tender Offer Consideration, as applicable, unless the Offer and the Consent Solicitation are terminated or withdrawn.

This Letter of Transmittal and Consent (or a manually signed facsimile), or an Agent's Message delivered through ATOP, together with Notes (or confirmation of a book-entry transfer thereof) and all other required documents, must be received by the Depositary and Information Agent before the Early Tender Deadline for the participating Holder to be eligible to receive the Total Consideration and accrued and unpaid interest pursuant to the Offer and the Consent Solicitation. If this Letter of Transmittal and Consent (or a manually signed facsimile), or an Agent's Message delivered through ATOP (or confirmation of a book-entry transfer thereof) and all other required documents, is received by the Depositary and Information Agent after the Early Tender Deadline but before the Expiration Time, the participating Holder will only be eligible to receive the Tender Offer Consideration and accrued and unpaid interest pursuant to the Offer and the Consent Solicitation.

Any questions regarding procedures for tendering Notes or delivering Consents or requests for additional copies of this Letter of Transmittal and Consent or the Offer to Purchase and Consent Solicitation Statement should be directed to the Depository and Information Agent.

Depository and Information Agent:

Global Bondholder Services Corporation

65 Broadway, Suite 404
New York, New York 10006
Banks and Brokers Call: +1 (212) 430-3774
All Others Call Toll Free: +1 (866) 470-4200
Email: contact@gbsc-usa.com

By Facsimile Transmission:
(for Eligible Institutions only)
+1 (212) 430-3775

For Confirmation: +1 (212) 430-3774

Any questions regarding the terms of the Offer and the Consent Solicitation should be directed to the Dealer Managers.

Dealer Managers:

BofA Merrill Lynch

BofA Merrill Lynch
214 North Tryon Street
Charlotte, North Carolina 28255
Toll-Free: (888) 292-0070
Collect: (980) 388-3646
Attention: Liability Management Group

Citigroup

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

Wells Fargo Securities

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