

OFFER TO PURCHASE AND CONSENT SOLICITATION STATEMENT



**Offer to Purchase For Cash Up to \$200,000,000 Aggregate Purchase Price
of Outstanding 7.500% Senior Secured Notes due 2025 (CUSIP No. 767754CK8/U76659AX6)
and Solicitation of Consents for Proposed Amendments to the Related Indenture**

THE OFFER AND THE CONSENT SOLICITATION (EACH AS DEFINED BELOW) WILL EXPIRE IMMEDIATELY AFTER 11:59 P.M., NEW YORK CITY TIME, ON DECEMBER 2, 2022, 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) ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON NOVEMBER 17, 2022, 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 TENDERED NOTES MAY BE WITHDRAWN AND CONSENTS WILL BE REVOKED UPON THE WITHDRAWAL OF THE RELATED TENDERED NOTES AT ANY TIME ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON NOVEMBER 17, 2022, 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 ALL OF THE PROPOSED AMENDMENTS (AS DEFINED BELOW) AND SUCH HOLDERS MAY NOT DELIVER CONSENTS WITHOUT TENDERING THE RELATED NOTES.

Rite Aid Corporation, a Delaware corporation (“Rite Aid,” “we,” “us,” “our” or the “Company”), hereby offers to purchase for cash (the “Offer”) from all registered holders (each, a “Holder” and, collectively, the “Holders”) up to \$200,000,000 aggregate purchase price (not including any accrued and unpaid interest, and as such amount may be increased or decreased by the Company, the “Aggregate Maximum Purchase Price”) of the Company’s outstanding 7.500% Senior Secured Notes due 2025 (the “Notes”) upon the terms and subject to the conditions set forth in this Offer to Purchase and Consent Solicitation Statement (as it may be amended or supplemented from time to time, this “Statement”).

The following table summarizes the material pricing terms for the Offer:

CUSIP	Outstanding Principal Amount	Title of Notes	Early Tender Premium ⁽¹⁾⁽²⁾	Tender Offer Consideration ⁽¹⁾⁽³⁾	Total Consideration ⁽¹⁾⁽³⁾
U76659AX6 767754CK8	\$485,058,000	7.500% Senior Secured Notes due 2025	\$50.00	\$700.00	\$750.00

- (1) Per \$1,000 principal amount of Notes tendered and accepted for purchase.
- (2) Included in the Total Consideration for Notes tendered and accepted for purchase on or prior to the Early Tender Deadline.
- (3) Does not include accrued and unpaid interest from the last date on which interest has been paid to, but excluding, the Early Settlement Date or the Final Settlement Date, as applicable, that will be paid on the Notes accepted for purchase.

In conjunction with the Offer, the Company hereby solicits (the “Consent Solicitation”) from the Holders consents (“Consents”) to certain proposed amendments (the “Proposed Amendments”) to the Indenture (as defined below) pursuant to which the Notes were issued and certain related Security Agreements (as defined below), providing for amendment of the Indenture and such Security Agreements as described herein to, among other things, (i) eliminate substantially all of the restrictive covenants and certain events of default under the Indenture with respect to the Notes and (ii) release all the collateral securing the obligations of the Company and the Guarantors (as defined below) under the Notes. The Notes were issued pursuant to the indenture, dated as of February 5, 2020 (as amended prior to the date hereof, the “Indenture”), by and among the Company, the subsidiary guarantors from time to time party thereto (the

“Guarantors”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”) and as Notes Collateral Agent (the “Notes Collateral Agent”). The terms and conditions of collateral related to the Notes are governed by certain related security agreements (collectively, the “Security Agreements”), including the Intercreditor Agreement, dated as of February 5, 2020 (as amended prior to the date hereof), by and between Bank of America, N.A. and the Trustee and acknowledged and agreed to by Rite Aid and certain of its subsidiaries, and the Senior Subsidiary Security Agreement, dated as of February 5, 2020 (as amended prior to the date hereof), by and among certain subsidiaries of Rite Aid from time to time party thereto and the Trustee.

Upon the terms and subject to the conditions of the Offer and the Consent Solicitation, Holders who validly tender Notes and validly deliver Consents on or prior to the Early Tender Deadline and do not validly withdraw Notes and do not validly withdraw Consents on or prior to the Withdrawal Deadline will be eligible to receive an Early Tender Premium (as defined below) in respect of the Notes that have been validly tendered and not validly withdrawn as of the Early Tender Deadline, with such payment to be made on the Early Settlement Date (as defined below), if any, or the Final Settlement Date (as defined below), as described below. The Early Tender Premium comprises part of the Total Consideration payable in respect of Notes that are validly tendered on or prior to the Early Tender Deadline. The Early Tender Premium for the Notes will only be made if the Notes are accepted for payment pursuant to the terms and conditions of the Offer. Holders who tender their Notes after the Early Tender Deadline will not be eligible to receive the Early Tender Premium. No tenders will be valid if submitted after the Expiration Time. The “Early Settlement Date” may occur, at our option, no earlier than the Early Tender Deadline. We reserve the right, in our sole discretion, to extend or forgo the Early Settlement Date, if any. In the event that we forgo the Early Settlement Date, all Holders whose Notes are accepted for payment by the Company will receive payment on the Final Settlement Date.

In order for the Proposed Amendments to be adopted with respect to the Notes, the Consents must be received in respect of at least a majority of the principal amount of the Notes then outstanding (excluding any Notes owned by the Company or any of its affiliates) (the “Requisite Consents”). If we increase or decrease the Aggregate Maximum Purchase Price, we do not intend to extend the Early Tender Date, the Withdrawal Deadline or the Expiration Time, subject to applicable law. **IN THE EVENT OF ANY PRORATION OF THE NOTES TENDERED, THE CONSENTS DELIVERED SHALL BE NULL AND VOID AND THE PROPOSED AMENDMENTS WILL NOT BE OPERATIVE.**

If the Company receives the Requisite Consents from Holders of the Notes, the Company expects to execute and deliver to the Trustee and Notes Collateral Agent a supplemental indenture (the “Supplemental Indenture”) to the Indenture and amendments to the Security Agreements (the “Amended Security Agreements” and, together with the Supplemental Indenture, the “Amendment Documents”), in each case to be entered into by and among the Company, the Guarantors, the Trustee and the Notes Collateral Agent, promptly following the later of the receipt of such Requisite Consents and the Withdrawal Deadline. The Amendment Documents will become effective when executed by the parties thereto. However, the Proposed Amendments in such Amendment Documents will become operative only upon our acceptance for purchase, pursuant to the Offer, of a principal amount of the outstanding Notes representing the Requisite Consents and payment therefor. See “Proposed Amendments to the Indenture and Security Agreements.” The Company is offering to purchase Notes up to the Aggregate Maximum Purchase Price. A Holder may not consent selectively with respect to certain of the Proposed Amendments, or tender Notes without consenting to the Proposed Amendments with respect to such Notes. **IN THE EVENT OF ANY PRORATION OF THE NOTES TENDERED, THE CONSENTS DELIVERED SHALL BE NULL AND VOID AND THE PROPOSED AMENDMENTS WILL NOT BE OPERATIVE.**

We reserve the right, but are under no obligation, to increase or decrease the Aggregate Maximum Purchase Price at any time, in each case without extending the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time for the Offer or otherwise reinstating withdrawal or revocation rights of Holders, subject to applicable law, which could result in us purchasing a greater or lesser amount of Notes in the Offer. There can be no assurance that we will exercise our right to increase or decrease the Aggregate Maximum Purchase Price. If we increase or decrease the Aggregate Maximum Purchase Price, we do not intend to extend the Early Tender Date, the Withdrawal Deadline or the Expiration Time, subject to applicable law..

In order to validly tender Notes, Holders are obligated to consent to the Proposed Amendments. A Holder may not consent to the Proposed Amendments without tendering its Notes, and may not revoke Consents other than by validly withdrawing the previously tendered Notes to which such Consents relate.

Tendered Notes and the related Consents may not be withdrawn or revoked subsequent to the Withdrawal Deadline.

Notwithstanding any other provision of the Offer, our obligation to accept for purchase, and to pay for, Notes validly tendered and not validly withdrawn pursuant to the Offer is conditioned upon certain conditions having occurred or having been waived by us, including the Company having obtained certain amendments to the Company's existing credit agreement governing its existing senior secured asset-based revolving credit facility and senior secured term loan facility providing for, among other things, an increase in the available borrowing commitments thereunder, on terms and conditions satisfactory to us in our sole discretion, the net proceeds of which, together with cash on hand and/or other sources of liquidity, are sufficient to fund the purchase of the Notes validly tendered on or prior to the Early Tender Deadline and accepted for purchase (the "Secured Credit Facilities Upsize" and such condition, the "Financing Condition").

THE OFFER IS NOT CONDITIONED ON ANY MINIMUM AMOUNT OF NOTES BEING TENDERED OR THE RECEIPT OF REQUISITE CONSENTS. We may, in our sole discretion, waive any of the conditions of the Offer and the Consent Solicitation, in whole or in part, at any time and from time to time. See "Conditions of the Offer and the Consent Solicitation."

The Dealer Manager for the Offer and the Consent Solicitation is:

BofA Securities

November 3, 2022

Any Notes validly tendered and Consents validly delivered on or prior to the Early Tender Deadline that are not validly withdrawn on or prior to the Withdrawal Deadline may not be withdrawn or revoked thereafter, except as required by law. A valid withdrawal of tendered Notes prior to the Withdrawal Deadline will, if applicable, constitute the concurrent valid revocation of such Holder's related Consent. In addition, any Notes validly tendered and Consents validly delivered after the Withdrawal Deadline may not be withdrawn or revoked, except as required by law.

Holders who validly tender or deliver their Notes and Consents on or prior to the Early Tender Deadline and do not validly withdraw or revoke their Notes and Consents on or prior to the Withdrawal Deadline or who validly tender or deliver their Notes and Consents on or prior to the Expiration Time, as applicable, if such Notes are accepted for payment pursuant to the Offer, also will be paid accrued and unpaid interest from the last date on which interest has been paid to, but excluding, the Early Settlement Date or the Final Settlement Date, as applicable. Interest will cease to accrue on the Early Settlement Date and the Final Settlement Date, as applicable, for all Notes accepted in the Offer. As The Depository Trust Company ("DTC") is the record holder of all of the Notes, Holders of any purchased Notes will also receive any applicable accrued and unpaid interest on those Notes in accordance with DTC procedures, regardless of the record dates with respect to the Notes. The Total Consideration or Tender Offer Consideration, as applicable, and any applicable accrued and unpaid interest, if any, will be payable on the Early Settlement Date and the Final Settlement Date, as applicable. Under no circumstances will any interest on the Total Consideration or the Tender Offer Consideration, as applicable, be payable because of any delay in the transmission of funds to Holders by DTC.

If we accept for purchase any Notes and Consents validly tendered or delivered and not validly withdrawn or revoked pursuant to the Offer, Notes and Consents validly tendered or delivered on or prior to the Early Tender Deadline and not validly withdrawn or revoked on or prior to the Withdrawal Deadline will be accepted for purchase in priority to Notes and Consents validly tendered or delivered pursuant to the Offer and the Consent Solicitation after the Early Tender Deadline. **Accordingly, if the Aggregate Maximum Purchase Price is reached at the Early Tender Deadline, no Notes and Consents that are validly tendered or delivered after the Early Tender Deadline will be accepted for purchase and any Notes and Consents accepted for purchase on the Early Settlement Date, if any, or Final Settlement Date, will be accepted on a prorated basis up to the amount of the Aggregate Maximum Purchase Price unless the Aggregate Maximum Purchase Price is increased up to an amount that would allow us to purchase all such Notes. See "Acceptance Priority and Proration." In the event of any proration of the Notes tendered, the Consents delivered shall be null and void and the Proposed Amendments will not be operative.**

The purpose of the Offer is to improve the Company's capital structure by reducing debt and interest expense and extending our debt maturity profile, while the purposes of the Consent Solicitation is to eliminate substantially all of the restrictive covenants and certain events of default under the Indenture with respect to the Notes and release all the collateral securing the obligations of the Company and the Guarantors under the Notes. See "Purpose and Financing of the Offer and the Consent Solicitation."

If we terminate or withdraw the Offer and the Consent Solicitation, then neither the Total Consideration nor the Early Tender Premium nor the Tender Offer Consideration nor any accrued and unpaid interest will be paid or become payable to the Holders of the Notes pursuant to the Offer or the Consent Solicitation, and we will promptly return the Notes tendered pursuant to the Offer to the tendering Holders.

NONE OF THE COMPANY, ITS BOARD OF DIRECTORS OR OFFICERS, THE TRUSTEE, THE NOTES COLLATERAL AGENT, THE TENDER AND INFORMATION AGENT (AS DEFINED BELOW), THE DEALER MANAGER (AS DEFINED BELOW), DTC NOR ANY OF THEIR RESPECTIVE AFFILIATES, MAKES ANY RECOMMENDATION AS TO WHETHER A HOLDER SHOULD OR SHOULD NOT TENDER NOTES AND DELIVER CONSENTS PURSUANT TO THE OFFER AND THE CONSENT SOLICITATION.

IMPORTANT INFORMATION REGARDING THE OFFER AND THE CONSENT SOLICITATION

This Statement contains important information, and you should read it in its entirety before you make any decision with respect to the Offer and the Consent Solicitation.

Tendered Notes may be withdrawn and Consents may be revoked at any time on or prior to the Withdrawal Deadline. If the Offer and the Consent Solicitation are terminated or otherwise not completed, no consideration nor any accrued and unpaid interest will 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.

Subject to the terms set forth in this Statement, and assuming all conditions to the Offer and the Consent Solicitation have been satisfied or waived by us, Holders who validly tender (and do not validly withdraw) their Notes and validly deliver (and do not validly revoke) Consents on or before the Early Tender Deadline will be eligible to receive, upon the terms and subject to the conditions set forth in this Statement, the Total Consideration, plus accrued and unpaid interest from the last interest payment date to, but excluding, the Early Settlement Date, if any, or the Final Settlement Date. Holders who validly tender their Notes and validly deliver Consents after the Early Tender Deadline, but on or before the Expiration Time, will be eligible to receive, upon the terms and subject to the conditions set forth in this Statement, the Tender Offer Consideration plus accrued and unpaid interest from the last interest payment date to, but excluding, the Final Settlement Date.

Our obligation to accept, and to pay for, Notes validly tendered and not validly withdrawn and Consents validly delivered and not validly revoked pursuant to the Offer and the Consent Solicitation is conditioned upon the following having occurred or having been waived by us: (1) the satisfaction of the Financing Condition and (2) the satisfaction of the General Conditions. The Financing Condition and the General Conditions are for the sole benefit of the Company and may be asserted by the Company, regardless of the circumstances giving rise to any such condition (including any action or inaction by the Company). See “Conditions of the Offer and the Consent Solicitation.” We reserve the right, but are under no obligation, to waive any and all of the conditions of the Offer and the Consent Solicitation at any time, in each case without extending the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time for the Offer or the Consent Solicitation or otherwise reinstating withdrawal or revocation rights of Holders, subject to applicable law.

Withdrawal rights with respect to the Notes (and revocation rights of any related Consents) will terminate on the Withdrawal Deadline, unless extended pursuant to applicable law. Accordingly, following the Withdrawal Deadline, any Notes validly tendered (and any related Consents validly delivered) (whether before, on or after the Withdrawal Deadline) may no longer be validly withdrawn or revoked, as applicable, unless we are required to extend withdrawal or revocation rights under applicable law. For the withdrawal of a tendered Note (and the concurrent revocation of a Consent) to be valid, such withdrawal must comply with the procedures set forth in “Withdrawal of Tenders; Revocation of Consents.” The Early Tender Deadline can be extended independently of the Withdrawal Deadline. In the event of the termination or withdrawal of the Offer and the Consent Solicitation, any Notes tendered pursuant to the Offer and not previously accepted and purchased will be promptly returned to the tendering Holders and any Consent delivered will be revoked.

We expressly reserve the right in our sole discretion, subject to applicable law, to (1) terminate 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 and 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 at any time, (4) increase or decrease the Aggregate Maximum Purchase Price at any time, and (5) otherwise at any time amend the terms 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 (the “Exchange Act”), which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the holders thereof promptly after the termination or withdrawal of a tender offer. The Offer is not subject to a minimum principal amount of Notes being tendered.

All of the Notes are held in book-entry form. In the event of a termination or withdrawal of the Offer, Notes that have been tendered into the Offer will be promptly credited to the Holder through DTC and the Holder's DTC participant.

See "Certain Significant Considerations; Representations and Agreements" and "U.S. Federal Income Tax Considerations" for a discussion of certain factors that should be considered in evaluating the Offer and the Consent Solicitation.

At any time, and from time to time before, during and following the Offer and Consent Solicitation, we or our affiliates may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise, or may redeem or defease Notes pursuant to the terms of the Indenture, which currently provides for a redemption price equal to 103.750% plus accrued and unpaid interest thereon, but not including, to the redemption date.

Any future purchases may be on the same terms and conditions or on terms, including prices, and conditions that are more or less favorable to Holders of Notes than the terms and conditions of the Offer and Consent Solicitation and may be for cash or other consideration. Any future purchases, redemptions or defeasances by us will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives or combinations thereof we may pursue in the future, and we may do so as soon as the date hereof.

IMPORTANT INFORMATION REGARDING TENDER AND CONSENT PROCEDURES

In order to validly tender Notes, a Holder should request its broker, dealer, commercial bank, trust company or other nominee to effect the transaction for such Holder under the procedures for book-entry delivery set out in this Statement. Only registered Holders of Notes are entitled to tender Notes. A beneficial owner whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if such beneficial owner desires to tender Notes and instruct them to tender the Notes on behalf of such beneficial owner.

All of the Notes are registered in the name of Cede & Co., the nominee of DTC. DTC has authorized DTC participants that hold Notes on behalf of Holders through DTC to tender their Notes as if they were Holders. To effect such a tender, DTC participants must deliver such Notes to the Tender and Information Agent, through book-entry transfer as set forth in "Procedures for Tendering Notes and Delivery Consents," and electronically submit their acceptance, if any (the "Request Message"), through the DTC Automated Tender Offer Program ("ATOP"), for which the transaction will be eligible.

We have not provided guaranteed delivery provisions in connection with the Offer. You must tender your Notes in accordance with the procedures set forth under "Procedures for Tendering Notes and Delivering Consents." There is also no letter of transmittal in connection with the Offer.

No dealer, salesperson or other person is authorized to give any information or to make any representations with respect to the matters described in this Statement other than those contained in this Statement or in the documents incorporated by reference into this Statement and, if given or made, such information or representation must not be relied upon as having been authorized by the Company, the Dealer Manager or the Tender and Information Agent.

This Statement and the related documents do not constitute an offer to buy or the solicitation of an offer to sell Notes, or a solicitation of Consents, in any jurisdiction in which such offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require the Offer and the Consent Solicitation to be made by a licensed broker or dealer, the Offer and the Consent Solicitation shall be deemed to be made on behalf of us by the Dealer Manager or one or more registered brokers or dealers licensed under the laws of such jurisdiction. Neither the delivery of this Statement nor any purchase of Notes nor acceptance of Consents shall, under any circumstances, create any implication that there has been no change in our or our affiliates' affairs since the date hereof, or that the information included or incorporated by reference herein is correct as of any time subsequent to the date hereof or thereof, respectively.

This Statement 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 Statement or any of the other documents delivered herewith. Any representation to the contrary is unlawful and may be a criminal offense.

Questions about the Offer and the Consent Solicitation may be directed to BofA Securities, Inc. the dealer manager in connection with the Offer and the Consent Solicitation (the “Dealer Manager”), at its address and telephone numbers set forth on the last page of this Statement.

Questions regarding the procedures for tendering Notes and delivering Consents and requests for additional copies of this Statement and any of the accompanying ancillary documents or any document incorporated herein by reference may be directed to Global Bondholder Services Corporation, which is acting as the Tender and Information Agent in connection with the Offer and the Consent Solicitation (the “Tender and Information Agent”), at its address and telephone numbers set forth on the last page of this Statement. Requests for additional copies of this Statement and any of the accompanying ancillary documents also may be directed to your broker, dealer, commercial bank or trust company.

Important Dates

Holders of the Notes should take note of the following important dates in connection with the Offer and Consent Solicitation:

<u>Date</u>	<u>Calendar Date and Time</u>	<u>Event</u>
Early Tender Deadline	5:00 p.m., New York City time, on November 17, 2022, unless extended or earlier terminated by us with respect to the Offer in our sole discretion.	The latest date and time for Holders to validly tender Notes and deliver Consents in order to be eligible to receive the Total Consideration, which includes the Early Tender Premium of \$50.00 per \$1,000.00 principal amount of Notes.
Withdrawal Deadline	5:00 p.m., New York City time, on November 17, 2022, unless extended or earlier terminated by us with respect to the Offer in our sole discretion.	The last date and time for Holders to validly withdraw tenders of Notes (and revoke Consents). Notes tendered (and Consents delivered) after the Withdrawal Deadline cannot be withdrawn or revoked unless we are required to extend withdrawal or revocation rights under applicable law.
Early Settlement Date (at the option of Rite Aid)	For Notes that have been validly tendered on or prior to the Early Tender Deadline and not withdrawn and that are accepted for payment, currently expected to be November 21, 2022, unless extended or earlier terminated by us with respect to the Offer in our sole discretion (the “Early Settlement Date”).	<p>If we choose to exercise our option to have an Early Settlement Date, the date the Company will deposit with DTC the amount of cash equaling the Total Consideration payable to Holders whose Notes are validly tendered along with the Consents on or prior to the Early Tender Deadline and accepted for purchase, plus accrued and unpaid interest in respect of such Notes.</p> <p>We reserve the right, in our sole discretion, to extend or forgo the Early Settlement Date, if any. In the event that we forgo the Early Settlement Date, all Holders whose Notes are accepted for payment by the Company will receive payment on the Final Settlement Date.</p>
Expiration Time	Immediately after 11:59 p.m., New York City time, on December 2, 2022, unless extended or earlier terminated by us with respect to the Offer in our sole discretion.	The latest date and time for Holders to validly tender Notes and deliver Consents in order to be eligible to receive the Tender Offer Consideration. Holders tendering Notes after the Early Tender Deadline and on or prior to the Expiration Time will not be eligible to receive the Early Tender Premium with respect to such Notes.

Date	Calendar Date and Time	Event
Final Settlement Date	December 6, 2022, unless extended or earlier terminated by us with respect to the Offer in our sole discretion (the “Final Settlement Date”).	The date the Company will deposit with DTC, upon the Tender and Information Agent’s instructions, the amount of cash equaling (i) the Tender Offer Consideration payable to Holders whose Notes are, in the event we choose to have an Early Settlement Date, validly tendered and not validly withdrawn after the Early Tender Deadline but on or prior to the Expiration Time, and accepted for purchase, and (ii) the Total Consideration or Tender Offer Consideration, as applicable, payable to Holders whose Notes are, in the event we choose not to have an Early Settlement Date, validly tendered and not validly withdrawn on or prior to the Early Tender Deadline or the Expiration Time, as applicable, and accepted for purchase, in each case, plus accrued and unpaid interest in respect of such Notes.

The above times and dates are subject to our right to amend, extend, and/or terminate any or all of the Offer or Consent Solicitation (subject to applicable law and as provided in this Statement). Holders of Notes are advised to confirm with any broker, dealer, commercial bank, trust company or other intermediary through which they hold Notes as to when such intermediary would need to receive instructions from a beneficial owner in order for that beneficial owner to be able to participate in, or withdraw their instruction to participate in, an Offer or Consent Solicitation before the deadlines specified in this Statement. The deadlines set by any such intermediary and DTC for the submission and withdrawal of tender instructions may be earlier than the relevant deadlines specified above.

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SUMMARY

We are providing this summary solely for your convenience. It highlights certain material information in this Statement, but does not describe all of the details of the Offer and the Consent Solicitation to the same extent described elsewhere herein. The following summary is qualified in its entirety by reference to the more detailed information appearing elsewhere and incorporated by reference into this Statement. Before tendering any Notes, you are urged to read this Statement in its entirety because it contains the full details of the Offer and the Consent Solicitation.

If you have questions, please call the Tender and Information Agent or the Dealer Manager at their respective telephone numbers set forth on the last page of this Statement.

What is the Offer?	Rite Aid is offering to purchase for cash, upon the terms and subject to the conditions set forth herein, up to \$200,000,000 aggregate purchase price (not including any accrued and unpaid interest and as it may be increased or decreased by the Company) of the Notes. As of the date of this Statement, the Outstanding Principal Amount is \$485,058,000.
What is the Consent Solicitation?	In conjunction with the Offer, we are soliciting Consents from the Holders to the Proposed Amendments, and to the execution and delivery of the Amendment Documents. Holders who validly tender their Notes pursuant to the Offer will be deemed to have delivered their Consents by such tender. Holders may not deliver Consents in the Consent Solicitation without tendering their Notes in the Offer. See “The Offer and the Consent Solicitation.”
Why are we offering to purchase Notes and soliciting Consents?	We are conducting the Offer to improve the Company’s capital structure by reducing debt and interest expense and extending our debt maturity profile and we are conducting the Consent Solicitation to adopt the Proposed Amendments. On or prior to the Early Settlement Date (or if there is no Early Settlement Date, the Final Settlement Date), we expect to enter into the Secured Credit Facilities Upsize.
What are the effects of the Proposed Amendments?	The Proposed Amendments would amend the Indenture and Security Agreements as described herein to, among other things, (i) eliminate substantially all of the restrictive covenants and certain events of default under the Indenture and (ii) release all the collateral securing the obligations of the Company and the Guarantors under the Notes. See “Proposed Amendments to the Indenture and Security Agreements.”
What are the Requisite Consents?	The Requisite Consents represents Consents in respect of at least a majority of the principal amount of the Notes then outstanding (excluding any Notes owned by the Company or any of its affiliates). See “Proposed Amendments to the Indenture and Security Agreements.”
What are the Amended Documents?	Assuming receipt of the Requisite Consents, the Amended Documents implementing the Proposed Amendments are expected to be executed by the Company, the Guarantors, the Trustee and the Notes Collateral Agent promptly following the receipt of the Requisite Consents. The Amendment Documents will become effective when executed by the Company, the Guarantors, the Trustee and the Notes Collateral Agent. However, the Proposed Amendments in such Amendment Documents will become operative only upon our acceptance for purchase, pursuant to the Offer, of a principal amount of the outstanding Notes representing the Requisite Consents and payment therefor. If we do not receive such

Requisite Consents by either the Early Tender Deadline or the Expiration Time, the Amendment Documents will not be executed and the Proposed Amendments will not become operative. If we increase or decrease the Aggregate Maximum Purchase Price, we do not intend to extend the Early Tender Date, the Withdrawal Deadline or the Expiration Time, subject to applicable law. Further, in the event of any proration of the Notes, the Consents delivered shall be null and void and the Proposed Amendments will not be operative. See “Conditions of the Offer and the Consent Solicitation” and “Proposed Amendments to the Indenture and Security Agreements.”

What is the effect of the Proposed Amendments on unpurchased Notes?

Subject to the prior paragraph, any Notes not validly tendered or that are defectively tendered (unless such defect has been waived by us if, as and when we give verbal notice (confirmed in writing)) will remain outstanding. If the Requisite Consents are received and if the Proposed Amendments in the Amendment Documents become operative, substantially all of the restrictive covenants and certain events of default under the Indenture will be eliminated from the Notes and the Company’s and the Guarantors’ obligations under the Notes will no longer be secured by any collateral. See “Certain Considerations—Effect of the Proposed Amendments on Unpurchased Notes.”

By when must Holders tender their Notes (and deliver the Consents) in order to be eligible to receive the Total Consideration?

Holders who validly tender (and do not validly withdraw) their Notes and validly deliver (and do not validly revoke) Consents on or before the Early Tender Deadline (5:00 p.m., New York City time, on November 17, 2022, unless the Offer and the Consent Solicitation are extended or earlier terminated) will be eligible to receive, upon the terms and subject to the conditions set forth herein, the Total Consideration, plus accrued and unpaid interest from the last interest payment date to, but excluding, the Early Settlement Date, if any, or the Final Settlement Date, unless the Offer and the Consent Solicitation are extended or earlier terminated.

What is the deadline for withdrawing a tender of Notes (and revoking a Consent) to the Proposed Amendments?

The deadline to withdraw a tender of Notes (and revoke a Consent) will be at 5:00 p.m., New York City time, on November 21, 2022, unless extended or earlier terminated by us.

When do the Offer and the Consent Solicitation expire?

The Offer and the Consent Solicitation expire at the Expiration Time (immediately after 11:59 p.m., New York City time, on December 2, 2022, unless the Offer and the Consent Solicitation are extended or earlier terminated)

What is the Company offering to pay for Notes?

If a Holder validly tenders Notes and validly delivers Consents on or prior to the Early Tender Deadline and does not validly withdraw Notes and does not validly withdraw a Consent on or prior to the Withdrawal Deadline, then upon the terms and subject to the conditions set forth in this Statement, the Holder will be eligible to receive an amount in cash equal to the Total Consideration for each \$1,000.00 principal amount of Notes so tendered and not validly withdrawn and accepted for payment pursuant to the Offer, which includes the Early Tender Premium with respect to such Notes.

The Total Consideration for each \$1,000.00 principal amount of the Notes validly tendered and not validly withdrawn, and for which the Consents are delivered, before the Early Tender Deadline shall be \$750.00. Such Total Consideration includes the Early Tender Premium, which is equal to \$50.00 with respect to each \$1,000.00 principal amount of the Notes.

If a Holder validly tenders Notes and validly delivers Consents after the Early Tender Deadline but on or prior to the Expiration Time, then upon the terms and subject to the conditions set forth herein, the Holder will be eligible to receive an amount in cash equal to the Tender Offer Consideration for each \$1,000.00 principal amount of Notes so tendered and accepted for payment pursuant to the Offer.

The Tender Offer Consideration for each \$1,000.00 principal amount of Notes validly tendered and not validly withdrawn after the Early Tender Deadline but on or prior to the Expiration Time shall be \$700.00.

Upon the terms and subject to the conditions set forth herein, in addition to the Total Consideration or Tender Offer Consideration, Holders who validly tender their Notes and validly deliver Consents on or prior to the Early Tender Deadline or the Expiration Time, if such Notes are accepted for purchase pursuant to the Offer, also will be paid accrued and unpaid interest from the last date on which interest was paid up to, but excluding, the Early Settlement Date or the Final Settlement Date, as applicable. Interest will cease to accrue on the Early Settlement Date or the Final Settlement Date, as applicable, for all Notes accepted in the Offer. As DTC is the record holder of the Notes, all Holders of purchased Notes will also receive any applicable accrued and unpaid interest on those Notes in accordance with DTC procedures, regardless of the record dates with respect to the Notes.

How will the Company accept Notes if the Offer is oversubscribed?

If the aggregate purchase price of all Notes validly tendered on or prior to the Early Tender Deadline exceeds the Aggregate Maximum Purchase Price, then the Offer will be oversubscribed at the Early Tender Deadline. **Accordingly, in such a circumstance, we will not accept for purchase any Notes after the Early Tender Deadline and we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offer) accept for purchase on the Early Settlement Date, if any, or Final Settlement Date, the Notes tendered or delivered on or prior to the Early Tender Deadline on a prorated basis such that we purchase Notes with an aggregate purchase price that does not exceed the Aggregate Maximum Purchase Price. In the event of any proration of the Notes, the Consents delivered shall be null and void and the Proposed Amendments will not be operative.**

We reserve the right, but are under no obligation, to increase or decrease the Aggregate Maximum Purchase Price at any time, in each case without extending the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time for the Offer or otherwise reinstating withdrawal or revocation rights of Holders, subject to applicable law, which could result in us purchasing a greater or lesser amount of Notes in the Offer. If we increase or decrease the Aggregate Maximum Purchase Price, we do not intend to extend the Early Tender Date, the Withdrawal Deadline or the Expiration Time, subject to applicable law. There can be no assurance that we will exercise our right to increase or decrease the Aggregate Maximum Purchase Price. If we increase or decrease the Aggregate Maximum Purchase Price, we do not intend to extend the Withdrawal Deadline, subject to applicable law.

If the Offer is not oversubscribed at the Early Tender Deadline and the aggregate purchase price of all Notes validly tendered in the Offer on or prior to the Expiration Time exceeds the Aggregate Maximum Purchase Price,

then the Offer will be oversubscribed at the Expiration Time and we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offer) accept for purchase such tendered or delivered Notes or Consents as follows:

- first, on the Early Tender Deadline, we will accept for purchase all Notes and Consents validly tendered or delivered on or prior to the Early Tender Deadline; and
- second, promptly after the Expiration Time, we will accept for purchase all Notes validly tendered after the Early Tender Deadline and on or prior to the Expiration Time on a prorated basis such that we purchase Notes with an aggregate purchase price that does not exceed the Aggregate Maximum Purchase Price. In the event of any proration of the Notes, the Consents delivered shall be null and void and the Proposed Amendments will not be operative.

All Notes and Consents not accepted as a result of proration will be returned to the tendering Holders. In the event of any proration of the Notes tendered, the Consents delivered shall be null and void and the Proposed Amendments will not be operative.

If the Aggregate Maximum Purchase Price is reached in respect of tenders made on or prior to the Early Tender Deadline, no Notes or Consents tendered or delivered after the Early Tender Deadline will be accepted for purchase in the Offer. To avoid purchases of Notes in principal amounts other than minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof and to ensure we return Notes in a minimum denomination of \$2,000, if necessary, we will make appropriate adjustments downward to the nearest \$1,000 principal amount with respect to each Holder validly tendering Notes. Depending on the amount tendered and the proration factor applied, if the principal amount of Notes returned to a Holder as a result of proration would result in less than a minimum denomination of \$2,000 being returned to such Holder, we will either accept or reject all of such Holder's validly tendered Notes.

When will Holders be paid?

If a Holder validly tenders and does not validly withdraw Notes (and validly delivers and does not validly revoke Consents) on or prior to the Early Tender Deadline, we have the option to pay the Total Consideration with respect to all such Notes within three business days following the Early Tender Deadline, subject to the terms and conditions set forth in this Statement.

If you validly tender Notes and validly deliver Consents after the Early Tender Deadline but on or prior to the Expiration Time, we expect to pay the Tender Offer Consideration with respect to all such Notes within three business days following the Expiration Time, subject to the terms and conditions set forth in this Statement.

How will the Company pay for my Notes and Consents?

We intend to fund the purchase of Notes and the Early Tender Premium pursuant to the Offer and the Consent Solicitation with proceeds from the Secured Credit Facilities Upsize, cash on hand and/or other sources of liquidity. The Offer and the Consent Solicitation are conditioned on the Financing Condition and the other conditions set forth in this Statement.

Are there any conditions to the Offer and the Consent Solicitation?

Our obligation to accept for purchase, and to pay for, Notes validly tendered and not validly withdrawn and Consents validly delivered and not revoked pursuant to the Offer and the Consent Solicitation is conditioned upon the following having occurred or having been waived by us: (1) the Financing Condition, and (2) the General Conditions. We may, in our sole discretion, waive any of the conditions of the Offer and the Consent Solicitation, in whole or in part, at any time and from time to time.

Can the Offer and the Consent Solicitation be extended, and, if so, under what circumstances?

Yes. We expressly reserve the right to extend the Offer and the Consent Solicitation at any time, for any reason, subject to applicable law. Upon any such extension we will provide a notice of such extension by press release or other public announcement, which notice shall include disclosure of the approximate principal amount of Notes deposited to date and shall be issued no later than 9:00 a.m., New York City time, on the next business day after the scheduled Expiration Time of the Offer. 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 such other means of announcement as we deem appropriate.

Can the Offer and the Consent Solicitation be amended or terminated, and, if so, under what circumstances?

Yes. We expressly reserve the right in our sole discretion, subject to applicable law, to terminate the Offer and the Consent Solicitation prior to the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time for any reason and not accept for payment any Notes and Consents not theretofore accepted for payment pursuant to the Offer and the Consent Solicitation, and otherwise at any time amend the terms of the Offer and the Consent Solicitation in any respect. Any amendment or termination of the Offer and the Consent Solicitation by us will be followed as promptly as practicable by announcement thereof and in accordance with applicable law. 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 (at our option) 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 such other means of announcement as we deem appropriate.

How do Holders tender Notes and deliver Consents?

Holders must tender Notes and deliver Consents through DTC pursuant to ATOP. If your Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must contact such broker, dealer, commercial bank, trust company or other nominee and direct it to tender Notes and deliver Consents on your behalf. **The deadlines set by any such intermediary and DTC for the submission and withdrawal of tender instructions may be earlier than the relevant deadlines specified above.**

Can a Holder withdraw its tender of Notes and revoke its delivery of Consents?

Tendered Notes may be validly withdrawn, and delivered Consents may be revoked, any time on or prior to the Withdrawal Deadline, unless extended or earlier terminated by us. Accordingly, following the Withdrawal Deadline, any Notes validly tendered (and any related Consents validly delivered) (whether before, on or after the Withdrawal Deadline) may no

longer be validly withdrawn or revoked, as applicable, unless we are required to extend withdrawal or revocation rights under applicable law. For the withdrawal of a tendered Note (and the concurrent revocation of a Consent) to be valid, such withdrawal must comply with the procedures set forth in “Withdrawal of Tenders; Revocation of Consents.” Subject to applicable law, we may, in our sole discretion, at any time, (i) extend or otherwise amend the Early Tender Deadline or the Expiration Time with respect to the Offer or (ii) increase or decrease the Aggregate Maximum Purchase Price, in each case without extending the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time for the Offer or otherwise reinstating withdrawal or revocation rights of Holders except as required by law. The Early Tender Deadline with respect to the Offer can be extended independently of the Withdrawal Deadline for the Offer. If the Offer and the Consent Solicitation are terminated or otherwise not completed, then 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 of Notes who have tendered their Notes and delivered Consents.

Has the Company made any recommendation about the Offer and the Consent Solicitation?

No. None of the Company, its board of directors or officers, the Trustee, the Notes Collateral Agent, the Tender and Information Agent, the Dealer Manager, DTC nor any of their respective affiliates has made any recommendation as to whether a Holder should or should not tender Notes or deliver Consents pursuant to the Offer and the Consent Solicitation.

Are there U.S. federal income tax implications if a Holder tenders its Notes and delivers Consents?

Generally, the sale of the Notes for cash pursuant to the Offer and the Consent Solicitation will be a taxable event for U.S. federal income tax purposes. You should consult your own tax advisor as to the specific tax consequences to you of the Offer, the Consent Solicitation and the Proposed Amendments in light of your particular circumstances. See “U.S. Federal Income Tax Considerations” for a discussion of U.S. federal income tax considerations.

Whom can I talk to if I have questions about the Offer and the Consent Solicitation?

You may contact the Dealer Manager if you have questions about the Offer and the Consent Solicitation. The Dealer Manager’s address and telephone numbers are set forth on the last page of this Statement.

Whom can I talk to if I have questions about procedures for tendering my Notes and delivering Consents or if I need additional copies of the Statement?

You may contact the Tender and Information Agent if you have questions regarding the procedures for tendering Notes and delivering Consents or for additional copies of this Statement or related documents. Its address and telephone numbers are set forth on the last page of this Statement. Requests for additional copies of this Statement also may be directed to your broker, dealer, commercial bank or trust company.

INFORMATION ABOUT RITE AID

Overview

Rite Aid Corporation (“Rite Aid”, the “Company”, “we”, “us” or “our”) is on the front lines of delivering health care services and retail products to over one million Americans daily. We are a healthcare company with a retail footprint, providing our customers and communities with a high level of care and service through various programs we offer through our two reportable business segments, our Retail Pharmacy segment and our Pharmacy Services segment. We accomplish our goal of delivering comprehensive care to our customers through our retail drugstores and our PBM, Elixir. We also offer fully integrated mail-order and specialty pharmacy services through Elixir Pharmacy. Additionally through Elixir Insurance, Elixir also serves seniors enrolled in Medicare Part D. When combined with our retail platform, this comprehensive suite of services allows us to provide value and choice to customers, patients and payors and allows us to compete in today’s evolving healthcare marketplace.

Retail Pharmacy Segment

Our Retail Pharmacy segment sells brand and generic prescription drugs and provides various other pharmacy services, as well as an assortment of front-end products including health and beauty aids, personal care products, seasonal merchandise, and a large private brand product line. Our Retail Pharmacy segment generates the majority of its revenue through the sale of prescription drugs and front-end products at our over 2,400 retail pharmacy locations across 17 states and through our e-commerce platform available at www.riteaid.com. We replenish our retail stores through a combination of direct store delivery of pharmaceutical products facilitated through our pharmaceutical Purchasing and Delivery Agreement with McKesson, and the majority of our front-end products through our network of distribution centers.

Pharmacy Services Segment

Our Pharmacy Services segment provides a fully integrated suite of PBM offerings including technology solutions, mail delivery services, specialty pharmacy, network and rebate administration, claims adjudication and pharmacy discount programs. Elixir also provides prescription discount programs and Medicare Part D insurance offerings for individuals and groups. Elixir provides services to various clients across its different lines of business, including major health plans, commercial employers, labor groups and state and local governments, representing over 2 million covered lives, including approximately 0.7 million covered lives through our Medicare Part D insurance offerings. Elixir continues to focus its efforts and offerings to its target market of small to mid-market employers, labor unions and regional health plans, including provider-led health plans and government sponsored Medicaid and Medicare plans.

Our corporate headquarters are located at 30 Hunter Lane, Camp Hill, Pennsylvania 17011, and our telephone number is (717) 761-2633. Our common stock is listed on the New York Stock Exchange under the trading symbol of “RAD.” We were incorporated in 1968 and are a Delaware corporation.

FORWARD-LOOKING STATEMENTS

This Statement, the documents incorporated by reference herein, as well as our public filings or public statements, include forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act, as amended. These forward-looking statements are often identified by terms and phrases such as “anticipate,” “believe,” “intend,” “estimate,” “expect,” “continue,” “should,” “could,” “may,” “plan,” “project,” “predict,” “will” and similar expressions and include references to assumptions and relate to our future prospects, developments and business strategies. We have based these forward-looking statements on our current views with respect to future events and financial performance.

Factors that could cause actual results to differ materially from those expressed or implied in such forward-looking statements include, but are not limited to:

- the impact of widespread health developments, including the continued impact of the global coronavirus (“COVID-19”) pandemic, the changing consumer behavior and preferences (including preferred shopping locations, vaccine hesitancy and the emergence of new variants), and the impact of those factors on the broader economy, financial and labor markets, wages, availability and access to credit and capital, our front-end and pharmacy operations and services, supply chain challenges including shipping delays, container and trucker shortages, port congestion and other logistics problems, our associates and executive and administrative personnel, our third-party service providers (including suppliers, vendors and business partners), and customers. In addition, continued shortages of pharmacists, pharmacy technicians and other employee turnover in the markets in which we operate, may inhibit our ability to maintain store hours at preferred levels. Any of these developments could result in a material adverse effect on our business, financial conditions and results of operations;
- our ability to successfully implement our RxEvolution strategy, attract and retain a sufficient number of our target consumers, integrate operations such as Elixir and any acquisitions, implement and integrate information technology and digital services, obtain permits required for store remodels, and improve the operating performance of our stores and pharmacy benefit management (“PBM”) operations;
- our high level of indebtedness, the ability to refinance such indebtedness on acceptable terms (including the impact of rising interest rates, market volatility, and continuing actions by the United States Federal Reserve), and our ability to satisfy our obligations and the other covenants contained in our debt agreements;
- the nature, cost, impact and outcome of pending and future litigation, other legal or regulatory proceedings, or governmental investigations and actions, including those related to opioids, “usual and customary” pricing, business practices, or other matters;
- general competitive, economic, industry, market, political (including healthcare reform) and regulatory conditions, including continued impacts of inflation or other pricing environment factors on our costs, liquidity and our ability to pass on price increases to our customers, including as a result of inflationary and deflationary pressures, a decline in consumer spending or deterioration in consumer financial position, whether due to inflation or other factors, as well as other factors specific to the markets in which we operate;
- the severity and resulting impact of the cough, cold and flu season;
- the impact on retail pharmacy business as PBM payors incent or mandate movement away from retail pharmacies to PBM mail order pharmacies;
- our ability to achieve the benefits of our efforts to reduce the costs of our generic drugs;
- the risk that changes in federal or state laws or regulations, including to those relating to labor or wages, the Health Care Education Affordability Reconciliation Act, the repeal of all or part of the

Patient Protection or the Affordable Care Act, and decisions of agencies and courts including the United States Supreme Court regarding those and other matters relevant to the Company or its operations, and any regulations enacted thereunder may occur;

- the impact of the loss of one or more major third party payor contracts and the risk that providers and state contract changes may occur;
- the risk that we may need to take further impairment charges if our future results do not meet our expectations;
- our ability to sell our Centers of Medicare and Medicaid Services (“CMS”) receivables, in whole or in part, and on reasonably available terms, which could negatively impact our liquidity and leverage ratio if we do not consummate a sale;
- our ability to grow prescription count, realize front-end sales growth, and improve and grow the operations of our PBM;
- our ability to achieve cost savings and the other benefits of our organizational restructuring within our anticipated timeframe, if at all;
- decisions to close additional stores and distribution centers or undertake additional refinancing activities, which could result in further charges;
- our ability to manage expenses, our liquidity and our investments in working capital;
- the continued impact of gross margin pressure in the PBM industry due to continued consolidation and client demand for lower prices while providing enhanced service offerings;
- risks related to breaches of our (or our vendors’) information or payment systems or unauthorized access to confidential or personal information of our associates or customers;
- our ability to maintain our current pharmacy services business and obtain new pharmacy services business, including maintaining renewals of expiring contracts, avoiding contract termination rights that may permit certain of our clients to terminate their contracts prior to their expiration, early price renegotiations prior to contract expirations and the risk that we cannot meet client guarantees;
- our ability to manage our Medicare Part D Plan medical loss ratio and meet the financial obligations of the plan;
- the risk that we could experience deterioration in our current Star rating with the CMS or incur CMS penalties and/or sanctions;
- the expiration or termination of our Medicare or Medicaid managed care contracts by federal or state governments;
- changes in future exchange or interest rates (including the impact on our variable rate indebtedness) or credit ratings, changes in tax laws, regulations, rates and policies; and
- other risks and uncertainties described from time to time in our filings with the SEC.

We undertake no obligation to update or revise the forward-looking statements included in this Statement, whether as a result of new information, future events or otherwise, after the date of this Statement, except as required by law. Our actual results, performance or achievements could differ materially from the results expressed in, or implied by, these forward-looking statements. Factors that could cause or contribute to such differences are discussed in the sections entitled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Continuing Operations-Overview and Factors Affecting Our Future Prospects” included in our latest Annual Report on Form 10-K. To the extent that COVID-19 adversely affects our business and financial results, it

may also have the effect of heightening many of the risk factors described herein and in our latest Annual Report on Form 10-K, which is available on the SEC's website at <http://www.sec.gov>.

INCORPORATION BY REFERENCE

We are "incorporating by reference" certain information Rite Aid files with the SEC into this Statement, which means that we are disclosing important information to Holders by referring to other documents filed separately with the SEC and not presented herein.

The following documents filed by Rite Aid with the SEC are hereby incorporated by reference and shall be considered to be a part of this Statement:

- Rite Aid's Annual Report on Form 10-K for the year ended February 26, 2022, filed with the SEC on April 25, 2022;
- Rite Aid's definitive proxy statement on Schedule 14A, filed with the SEC on June 10, 2022;
- Rite Aid's Quarterly Report on Form 10-Q for the quarter ended August 27, 2022, filed with the SEC on October 5, 2022; and
- Rite Aid's Current Reports on Form 8-K, as applicable, filed with the SEC on March 8, 2022; June 13, 2022; June 28, 2022; July 28, 2022, September 12, 2022 and October 14, 2022 (in each case, other than any portions of such documents not deemed to be filed).

We are also incorporating by reference all future filings Rite Aid makes with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, on or after the date of this Statement and on or prior to the earlier of the Expiration Time or termination of the Offer and the Consent Solicitation. In no event, however, will any of the information that Rite Aid furnishes to the SEC under Item 2.02 or Item 7.01 of any Current Report on Form 8-K, including the related exhibits under Item 9.01, be incorporated by reference into, or otherwise be included in, this Statement.

Holders should not assume that the information in this Statement, any supplement hereto or any documents incorporated by reference herein is accurate as of any date other than the date of the applicable document. The information relating to Rite Aid contained in this Statement should be read together with the information in the documents incorporated by reference herein. Any statement contained herein or contained in a document or report incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Statement to the extent that a statement contained herein or in any subsequently filed document or report that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Statement.

The Tender and Information Agent will provide without charge to each person to whom this Statement is delivered, upon the written request of such person, a copy of any or all of the documents which are incorporated by reference herein, other than exhibits to such documents that are not specifically incorporated by reference herein. Requests for such documents should be directed to the Tender and Information Agent at its telephone number and address set forth on the last page of this Statement. Documents incorporated by reference are also available without charge, excluding exhibits unless an exhibit has been specifically incorporated by reference into this Statement, by contacting Rite Aid at (717) 761-2633.

CERTAIN SIGNIFICANT CONSIDERATIONS; REPRESENTATIONS OF HOLDERS

In deciding whether to participate in the Offer and the Consent Solicitation, each Holder should consider carefully, in addition to the other information contained in this Statement, the matters discussed below.

NONE OF THE COMPANY, ITS BOARD OF DIRECTORS OR OFFICERS, THE TENDER AND INFORMATION AGENT, THE DEALER MANAGER, THE TRUSTEE, THE NOTES COLLATERAL AGENT, DTC NOR ANY OF THEIR RESPECTIVE AFFILIATES MAKES ANY RECOMMENDATION AS TO WHETHER OR NOT YOU SHOULD TENDER ANY OR ALL OF YOUR NOTES IN THE OFFER OR CONSENT PURSUANT TO THE CONSENT SOLICITATION OR REFRAIN FROM TENDERING ANY OR ALL OF YOUR NOTES OR CONSENTING TO THE PROPOSED AMENDMENTS, AND NONE OF THEM HAS AUTHORIZED ANY PERSON TO MAKE ANY SUCH RECOMMENDATIONS.

Effect of the Proposed Amendments on Unpurchased Notes

Subject to the following sentence, if the Offer and the Consent Solicitation are consummated and the Proposed Amendments become operative, Notes that are not tendered or that are not validly tendered or that are defectively tendered (unless such defect has been waived by us if, as and when we give verbal notice (confirmed in writing)) will remain outstanding and will be subject to the terms of the Indenture, as modified by the Amendment Documents. If the Proposed Amendments become operative as to the Indenture and substantially all of the restrictive covenants, certain events of default and other provisions contained in such Indenture are eliminated or modified, and the collateral securing the obligations of the Company and the Guarantors under the Notes are released, the Holders of any non-tendered Notes issued pursuant to the Indenture will no longer be entitled to the benefits of such provisions. The elimination or modification of the foregoing provisions would permit the Company to take actions that could increase the credit risks faced by the Holders of any remaining Notes, adversely affect the market price of such Notes or otherwise be adverse to the interests of the Holders of such remaining Notes. In addition, if the Collateral Release is effected, the Notes would become unsecured and would be effectively subordinated to all of the existing and future secured debt of the Company, including any borrowings outstanding under the Company's secured credit facilities following the Secured Credit Facilities Upsize, to the extent of the value of the assets securing such debt.

The Proposed Amendments will not relieve the Company from its obligation to make scheduled payments of principal and interest on the Notes that are not tendered or that are not validly tendered or that are defectively tendered (unless such defect has been waived by us if, as and when we give verbal notice (confirmed in writing)) in accordance with the terms of the Indenture as currently in effect.

Effect of Not Tendering by Early Tender Deadline

Holders who validly tender their Notes and validly deliver their Consents and do not validly withdraw such Notes and validly revoke such Consents on or prior to the Early Tender Deadline will be eligible to receive the Total Consideration, which consists of the Tender Offer Consideration and an Early Tender Premium. Holders who validly tender their Notes and deliver Consents after the Early Tender Deadline, and on or prior to the Expiration Time, will only be eligible to receive the Tender Offer Consideration.

Priority of Acceptance for Notes Tendered on or Prior to the Early Tender Deadline and Proration

Holders must validly tender and not validly withdraw Notes on or prior to the Early Tender Deadline in order to be eligible to receive the Total Consideration, subject to the Aggregate Maximum Purchase Price and proration. If Holders validly tender and do not validly withdraw Notes after the Early Tender Deadline but on or prior to the Expiration Time, they will only be eligible to receive the Tender Offer Consideration, which does not include the Early Tender Premium, subject to the Aggregate Maximum Purchase Price and proration.

If any Notes are purchased in the Offer, Notes tendered on or prior to the Early Tender Deadline will be accepted for purchase, subject to the Aggregate Maximum Purchase Price and proration, in priority to Notes and Consents validly tendered or delivered pursuant to the Offer and the Consent Solicitation after the Early Tender Deadline. **Accordingly, if the Aggregate Maximum Purchase Price is reached in respect of tenders made on or prior to the Early Tender Deadline, no Notes that are tendered after the Early Tender Deadline will be accepted**

for purchase unless the Aggregate Maximum Purchase Price is increased up to an amount that would allow us to purchase all such Notes.

If the purchase of all Notes validly tendered and not validly withdrawn on or prior to the Early Tender Deadline would cause us to purchase Notes with an aggregate purchase price in excess of the Aggregate Maximum Purchase Price, then the Offer will be oversubscribed at the Early Tender Deadline, we will not accept for purchase any Notes after the Early Tender Deadline and we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offer) accept for purchase on the Early Settlement Date, if any, or the Final Settlement Date, the Notes tendered on or prior to the Early Tender Deadline on a prorated basis such that we purchase Notes with an aggregate purchase price that does not exceed the Aggregate Maximum Purchase Price. If the Offer is not oversubscribed at the Early Tender Deadline and the aggregate purchase price of all Notes validly tendered and not validly withdrawn on or prior to the Expiration Time exceeds the Aggregate Maximum Purchase Price, then the Offer will be oversubscribed at the Expiration Time and we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offer) accept for purchase such tendered Notes as follows: (i) on the Early Tender Deadline, we will accept for purchase all Notes validly tendered and not validly withdrawn on or prior to the Early Tender Deadline; and (ii) promptly after the Expiration Time, we will accept for purchase all Notes validly tendered and not validly withdrawn after the Early Tender Deadline and on or prior to the Expiration Time on a prorated basis such that we purchase Notes with an aggregate purchase price that does not exceed the Aggregate Maximum Purchase Price. If we increase or decrease the Aggregate Maximum Purchase Price, we do not intend to extend the Early Tender Date, the Withdrawal Deadline or the Expiration Time, subject to applicable law.

We will not be able to definitively determine whether the Offer is oversubscribed or what the effects of proration may be until, at the earliest, after the Early Tender Deadline for the Offer has passed. Except in limited circumstances, you will not be able to withdraw tenders of your Notes after the Early Tender Deadline and, therefore, you will not be able to withdraw tenders of your Notes at the time we establish the proration percentage (if any) for Notes to be purchased.

Limited Trading Market

To the extent that Notes are validly tendered and accepted by us for purchase pursuant to the Offer, the trading market for Notes that remain outstanding is likely to become more limited than it is at present. To the extent a market continues to exist for the Notes, the Notes may trade at a discount compared to present trading prices depending on prevailing interest rates, the market for debt instruments with similar credit features, our operating and financial performance and other factors, including the fact that, if the Proposed Amendments become operative, the Notes will no longer have the protection of substantially any restrictive covenants or events of default and will no longer be secured by any collateral. The extent of the market for the Notes and the availability of market quotations will depend on the number of Holders of the Notes remaining at such time, the interest in maintaining a market in the Notes on the part of securities firms and other factors. There is no assurance that an active market in the Notes will exist, and no assurance can be made as to the prices at which the Notes may trade after the consummation of the Offer and the Consent Solicitation.

A debt security with a small outstanding principal amount available for trading (that is, a smaller “float”) may command a lower price than would a comparable debt security with a larger float. Therefore, the market price for Notes that are not tendered, or that are not validly tendered or that are defectively tendered (unless such defect has been waived by us if, as and when we give verbal notice (confirmed in writing)) may be adversely affected to the extent that the principal amount of Notes purchased pursuant to the Offer reduces the float. A reduced float may also make the trading price of Notes that are not purchased in the Offer more volatile.

The Notes are not listed on any national or regional securities exchange or reported on a national quotation system. To the extent that Notes are traded, prices of the Notes may fluctuate greatly depending on the interest rates and the trading volume and the balance between buy and sell orders. In addition, quotations for securities that are not traded, such as the Notes, may differ from actual trading prices and should be viewed as approximations.

Future Repurchases or Acquisitions

At any time and from time to time before, during and following the Offer, we or our affiliates may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers,

redemption or otherwise. Any future purchases may be on the same terms and conditions or on terms, including prices, and conditions that are more or less favorable to Holders of Notes than the terms and conditions of the Offer and could be for cash or other consideration. Any future purchases, redemptions or defeasances by us will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will pursue in the future. Notwithstanding the foregoing, we or our affiliates may redeem or defease Notes pursuant to the terms of the Indenture, which provides for a current redemption price equal to 103.750% plus accrued and unpaid interest thereon to, but not including, the redemption date, at our option, as early as the Early Settlement Date.

Conditions to the Consummation of the Offer and the Consent Solicitation

The consummation of the Offer and the Consent Solicitation is subject to the satisfaction or waiver by us of the Financing Condition and the General Conditions. These conditions are described in more detail in this Statement under “Conditions of the Offer and the Consent Solicitation.” Such conditions may not be met and, if the Offer and the Consent Solicitation are not consummated, the market value and liquidity of the Notes may be materially adversely affected.

Tax Matters

See “U.S. Federal Income Tax Considerations” for a discussion of U.S. federal income tax considerations of the Offer, the Consent Solicitation and the adoption of the Proposed Amendments.

Representations and Agreements

Subject to, and effective upon, the acceptance of, and the payment of the applicable consideration for, the principal amount of Notes tendered in accordance with the terms and subject to the conditions of the applicable Offer, a tendering Holder, by submitting or sending an Agent’s Message to the Tender and Information Agent or in connection with the tender of Notes, will have, and will be deemed to have:

- irrevocably agreed to sell, assign and transfer to or upon our order or our nominees’ order, all right, title and interest in and to, and any and all claims in respect of or arising or having arisen as a result of the tendering Holder’s status as a holder of, all Notes tendered, such that thereafter it shall have no contractual or other rights or claims in law or equity against us or any fiduciary, trustee, fiscal agent or other person connected with the Notes arising under, from or in connection with such Notes;
- waived any and all rights with respect to the Notes tendered (including, without limitation, any existing or past defaults and their consequences in respect of such Notes and the Indenture governing the Notes);
- released and discharged us, the Trustee and the Notes Collateral Agent from any and all claims the tendering Holder may have, now or in the future, arising out of or related to the Notes tendered, including, without limitation, any claims that the tendering Holder is entitled to receive additional principal or interest payments with respect to the Notes tendered (other than as expressly provided in this Statement) or to participate in any repurchase, redemption or defeasance of the Notes tendered;
- irrevocably constituted and appointed the Tender and Information Agent the true and lawful agent and attorney-in-fact of such tendering Holder (with full knowledge that the Tender and Information Agent also acts as our agent) with respect to any tendered Notes, with full power of substitution and re-substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver such Notes or transfer ownership of such Notes on the account books maintained by DTC together with all accompanying evidences of transfer and authenticity, to or upon our order, (b) present such Notes for transfer on the register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes, all in accordance with the terms of the Offer; and
- represented, warranted and agreed that:

- it is the beneficial owner of, or a duly authorized representative of one or more beneficial owners of, the Notes tendered thereby, and it has full power and authority to tender, sell, assign and transfer the Notes and consent to the Proposed Amendments to the Indenture and Security Agreements;
- the Notes being tendered will, on the applicable Settlement Date, be owned free and clear of all liens, restrictions, charges, claims, equitable interests and encumbrances and not subject to any adverse claim or right, and the Company will acquire good title to those Notes, which shall be free and clear of all liens, restrictions, charges, claims, equitable interests and encumbrances and not subject to any adverse claim or right;
- it will not sell, pledge, hypothecate or otherwise encumber or transfer any Notes tendered thereby from the date of such tender, and any purported sale, pledge, hypothecation or other encumbrance or transfer will be void and of no effect;
- it is a person to whom it is lawful to make available this Statement or to make the Offer in accordance with applicable laws (including the offering restrictions set out in this Statement);
- it acknowledges that the Company, the Dealer Manager and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and agrees that if any of the acknowledgements, representations, warranties or agreements made by its submission of the Agent's Message at any time on or prior to the consummation of any of the Offer, are no longer accurate, it shall promptly notify the Company and the Dealer Manager;
- in evaluating the Offer and in making its decision whether to participate in the Offer by the tender of Notes, the Holder has made its own independent appraisal of the matters referred to in this Statement and in any related communications;
- the tender of Notes shall constitute an undertaking to execute any further documents and give any further assurances that may be required in connection with any of the foregoing, in each case on and subject to the terms and conditions described or referred to in this Statement;
- it and the person receiving the applicable consideration have observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from any of them in each respect in connection with any offer or acceptance in any jurisdiction, and that it and such person or persons have not taken or omitted to take any action in breach of the terms of the Offer or which will or may result in the Company or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or the tender of Notes in connection therewith;
- neither it nor the person receiving the applicable consideration is acting on behalf of any person who could not truthfully make the foregoing representations, warranties and undertakings or those set forth in the Agent's Message; and
- if it is tendering the Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account.

By tendering Notes pursuant to the Offer, a Holder will have agreed that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender and Information Agent, until receipt by the Tender and Information Agent of a properly transmitted Agent's Message. All questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by us, in our sole discretion, which determination shall be final and binding.

By tendering Notes pursuant to the Offer, a Holder will also be deemed to have agreed to, upon request, execute and deliver any additional documents deemed by the Tender and Information Agent or by the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered, to perfect the Holder's

Consent to the Proposed Amendments and to complete the execution of the Amendment Documents, and to have agreed that the Holder is otherwise accepting the Offer upon the terms and subject to the conditions set forth in this Statement.

Notwithstanding any other provision of this Statement, payment of the applicable Total Consideration or the applicable Tender Offer Consideration, and the applicable accrued interest, if any, with respect to the Notes tendered for purchase and accepted by us pursuant to the Offer will occur only after timely receipt by the Tender and Information Agent of a Book-Entry Confirmation with respect to such Notes, together with an Agent's Message and any other required documentation in accordance with the terms and conditions therein. The tender of Notes pursuant to the Offer by the procedures set forth above will constitute an agreement between the tendering Holder and us in accordance with the terms and subject to the conditions of the Offer. The method of delivery of Notes, the Agent's Message and all other required documents are at the election and risk of the tendering Holder. In all cases, sufficient time should be allowed to ensure timely delivery.

Alternative, conditional or contingent tenders will not be considered valid. We reserve the right to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in our opinion, be unlawful. We also reserve the right, subject to applicable law and limitations described elsewhere in this Statement, to waive any defects, irregularities or conditions of tender as to particular Notes, including any delay in the submission thereof or any instruction with respect thereto. A waiver of any defect or irregularity with respect to the tender of one Note shall not constitute a waiver of the same or any other defect or irregularity with respect to the tender of any other Note. Our interpretations of the terms and conditions of the Offer will be final and binding on all parties. Any defect or irregularity in connection with tenders of Notes must be cured within such time as we may determine, unless waived by us. Tenders of Notes shall not be deemed to have been made until all defects and irregularities have been waived by us or cured. None of us, any Trustee, any Notes Collateral Agent, the Dealer Manager, the Tender and Information Agent or any other person will be under any duty to give notice of any defects or irregularities in tenders of Notes or will incur any liability to Holders for failure to give any such notice.

PURPOSE AND FINANCING OF THE OFFER AND THE CONSENT SOLICITATION

Purpose of the Offer and the Consent Solicitation

We are conducting the Offer to improve the Company's capital structure by reducing debt and interest expense and extending our debt maturity profile and we are conducting the Consent Solicitation to (i) eliminate substantially all of the restrictive covenants and certain events of default under the Indenture with respect to the Notes and (ii) release all the collateral securing the obligations of the Company and the Guarantors under the Notes.

The Offer could adversely impact the Company's credit ratings but are expected to result in reduced debt and interest expense while maintaining strong liquidity.

Secured Credit Facilities Upsize

On or prior to the Early Settlement Date (or if there is no Early Settlement Date, the Final Settlement Date), we intend to enter into certain amendments to the Company's existing credit agreement governing its existing senior secured asset-based revolving credit facility and senior secured term loan facility providing for, among other things, an increase in the available borrowing commitments thereunder. We expect the net proceeds from such amendments, together with cash on hand and/or other sources of liquidity, to be sufficient to fund the purchase of the Notes validly tendered and accepted for purchase, and the payment of the Early Tender Premium with respect to any of such Notes validly tendered and not validly withdrawn on or prior to the Early Tender Deadline, as applicable, in each case subject to the Aggregate Maximum Purchase Price and proration, as applicable, pursuant to the Offer and the Consent Solicitation, including the payment of any accrued and unpaid interest from the last date on which interest has been paid to, but excluding, the Early Settlement Date or the Final Settlement Date, as applicable, and costs and expenses incurred in connection with the foregoing. We cannot assure you as to the terms of such amendments, and the entry into such amendments will depend on market conditions and other factors. There can be no assurance that we will complete the Secured Credit Facilities Upsize in a timely manner, or at all. Notwithstanding any other provision of the Offer, our obligation to accept for payment, purchase and pay for any Notes validly tendered and not validly withdrawn pursuant to the Offer is conditioned upon the completion of the Secured Credit Facilities Upsize by us on terms and conditions (including, but not limited to, the amount of proceeds raised) satisfactory to us.

Position Regarding the Offer and the Consent Solicitation

None of the Company, its board of directors or officers, the Trustee, the Notes Collateral Agent, the Tender and Information Agent, the Dealer Manager, DTC nor any of their respective affiliates makes any recommendation as to whether any Holder should tender or deliver, or refrain from tendering or delivering, any or all of such Holder's Notes or the Consents, and none of the Company nor any of its affiliates has authorized any person to make any such recommendation. Before tendering any Notes, Holders are urged to evaluate carefully all information in the Statement and the documents incorporated by reference herein, consult their investment and tax advisors and make their own decisions about whether to tender Notes and deliver Consents, and, if they wish to tender Notes and deliver Consents, the principal amount of Notes to tender and with respect to which to deliver Consents.

THE OFFER AND THE CONSENT SOLICITATION

This Statement contains and incorporates by reference important information, and you should read it carefully in its entirety before you make any decision with respect to the Offer and the Consent Solicitation.

General

We are offering to purchase and soliciting for cash, upon the terms and subject to the conditions set forth in this Statement, all of the outstanding Notes and the Consents.

Total Consideration and Tender Offer Consideration

Upon the terms and subject to the conditions set forth herein, we hereby offer to pay the Total Consideration on the Early Settlement Date, if any, or the Final Settlement Date to each Holder who validly tenders and does not validly withdraw Notes and validly delivers and does not validly revoke the Consents on or prior to the Early Tender Deadline. Upon the acceptance of such Holders' Notes, such Holders will receive payment of the Total Consideration on the Early Settlement Date, if any, or the Final Settlement Date. The "Early Settlement Date" may occur, at our option, no earlier than the Early Tender Deadline. We reserve the right, in our sole discretion, to extend or forgo the Early Settlement Date, if any. In the event that we forgo the Early Settlement Date, all Holders whose Notes are accepted for payment by the Company will receive payment on the Final Settlement Date. Furthermore, upon the terms and subject to the conditions set forth herein, we hereby offer to pay the Tender Offer Consideration on the Final Settlement Date to each Holder who validly tenders Notes and validly delivers the Consents after the Early Tender Deadline but on or prior to the Expiration Time. The Company will also pay all accrued and unpaid interest up to, but excluding, the Early Settlement Date or the Final Settlement Date, as applicable. As DTC is the record holder of the Notes, all Holders of purchased Notes will also receive any applicable accrued and unpaid interest on those Notes in accordance with DTC procedures, regardless of the record dates with respect to the Notes.

The Total Consideration for the Notes validly tendered and not validly withdrawn before the Early Tender Deadline will be \$750.00 for each \$1,000.00 principal amount of such Notes, which includes the Early Tender Premium. The Tender Offer Consideration for the Notes validly tendered and not validly withdrawn after the Early Tender Deadline but on or prior to the Expiration Time shall be \$700.00 for each \$1,000 principal amount of such Notes. No tenders will be valid if submitted after the Expiration Time.

Payment for Notes validly tendered and Consents validly delivered that are accepted for payment will be made by the deposit of immediately available funds by the Company with the Tender and Information Agent. The Tender and Information Agent will receive payment from the Company on behalf of Holders and will transmit such payments to Holders.

Early Tender Premium

In the event Notes are accepted for purchase pursuant to the Offer, we will pay an Early Tender Premium (the "Early Tender Premium") in cash equal to \$50.00 for each \$1,000.00 principal amount of Notes that have been validly tendered and not validly withdrawn on or prior to the Early Tender Deadline. Holders who desire to tender their Notes pursuant to the Offer and receive the Tender Offer Consideration plus the Early Tender Premium for such Notes (the "Total Consideration") are required to deliver Consents to the Proposed Amendments on or prior to the Early Tender Deadline. The valid tender of Notes will constitute the Consent of the tendering Holder to the Proposed Amendments. If a Holder's Notes are not validly tendered pursuant to the Offer on or prior to the Early Tender Deadline or such Holder's Consent is validly revoked and not validly redelivered, on or prior to the Early Tender Deadline, such Holder will not receive the Early Tender Premium, even though, assuming the Requisite Consents from the Holders are obtained and the Amendment Documents are executed, the Proposed Amendments will be effective and operative (in accordance with the terms hereof) as to any of such Holder's Notes that are not purchased in the Offer. See "Proposed Amendments to the Indenture and Security Agreements." The Company is not soliciting and will not accept Consents to the Proposed Amendments from Holders who are not also tendering their Notes pursuant to the Offer. Holders who tender Notes and deliver a Consent after the Early Tender Deadline and at or before the Expiration Time will only be eligible to receive the Tender Offer Consideration, which is equal to the Total Consideration minus the Early Tender Premium for such Notes tendered and accepted for purchase.

The Total Consideration will be paid on the Early Settlement Date, if any, or the Final Settlement Date to Holders who validly tender and do not validly withdraw their Notes and who deliver and do not validly revoke the Consents on or prior to the Early Tender Deadline, assuming the Notes are accepted for purchase and all applicable conditions have been satisfied or waived. On the Final Settlement Date, Holders who validly tender their Notes and validly deliver Consents after the Early Tender Deadline and on or prior to the Expiration Time will be eligible to receive the Tender Offer Consideration, if such Notes and Consents are accepted, but will not be eligible to receive the Early Tender Premium.

Tenders of Notes pursuant to the Offer may be validly withdrawn and Consents delivered pursuant to the Consent Solicitation may be validly revoked at any time on or prior to the Early Tender Deadline by following the procedures described in this Statement. A Holder may not validly revoke a Consent without validly withdrawing such Holder's previously tendered Notes, and the valid withdrawal of a Holder's previously tendered Notes will constitute the concurrent valid revocation of such Holder's Consent. Any Notes tendered on or prior to the Early Tender Deadline that are not validly withdrawn on or prior to the Withdrawal Deadline may not be withdrawn thereafter, except as required by law. A Holder who validly withdraws previously tendered Notes will not receive the Total Consideration or the Tender Offer Consideration with respect to such Notes, unless such Notes are retendered on or prior to the Early Tender Deadline (in which case the Holder will be eligible to receive the Total Consideration) or on or prior to the Expiration Time (in which case the Holder will be eligible to receive the Tender Offer Consideration only). Any Notes validly tendered and Consents validly delivered after the Withdrawal Deadline may not be withdrawn, except as required by law.

If the Requisite Consents are received and the Proposed Amendments set forth in the Amendment Documents have become operative, the Proposed Amendments will be binding on all remaining Holders. Accordingly, consummation of the Offer and the adoption of the Proposed Amendments may have adverse consequences for Holders who elect not to participate in the Offer and Consent Solicitation. See "Certain Significant Considerations; Representations Of Holders—Effect of the Proposed Amendments on Unpurchased Notes."

The Company reserves the right to extend, amend or terminate the Offer and the Consent Solicitation subject to applicable law. See "Expiration Time; Extension; Amendment; Termination."

PROPOSED AMENDMENTS TO THE INDENTURE AND SECURITY AGREEMENTS

We are soliciting the Consents of the Holders to the Proposed Amendments to the Indenture and related Security Agreements and to the execution and delivery by the Company, the Guarantors, the Trustee and the Notes Collateral Agent of the Amendment Documents to effect such Proposed Amendments.

Pursuant to the terms of the Indenture and Security Agreements, the Proposed Amendments require Consents in respect of at least a majority of the principal amount of the Notes then outstanding (excluding any Notes owned by the Company or any of its affiliates).

We expect that the Company, the Guarantors, the Trustee and the Notes Collateral Agent will execute the Amendment Documents promptly following the receipt of the Requisite Consents. The Amendment Documents will become effective when executed by the parties thereto. However, the Proposed Amendments in such Amendment Documents will become operative only upon our acceptance for purchase, pursuant to the Offer, of a principal amount of the outstanding Notes representing the Requisite Consents and payment therefor. If we do not receive the Requisite Consents by either the Early Tender Deadline or the Expiration Time, the Amendment Documents will not be executed and the Proposed Amendments will not become operative. **Further, in the event of any proration of the Notes, the Consents delivered shall be null and void and the Proposed Amendments will not be operative.**

All statements in this Statement regarding the substance of any provision of the Proposed Amendments to the Notes, the Indenture and the Security Agreements are qualified in their entirety by reference to the Indenture or such Security Agreements, as applicable. Capitalized terms used below that are not otherwise defined in this Statement shall have the meanings assigned to them in the Indenture. Copies of the Indenture and Security Agreements are available upon request from the Tender and Information Agent at the address and telephone numbers set forth on the back cover of this Statement.

The Proposed Amendments constitute a single proposal with respect to the Indenture and Security Agreements, and a consenting Holder must consent to the Proposed Amendments with respect to the Indenture and Security Agreements in their entirety.

If the Proposed Amendments become operative, the Notes that are not tendered, or that are not validly tendered or that are defectively tendered (unless such defect has been waived by us if, as and when we give verbal notice (confirmed in writing)), will remain outstanding and will be subject to the terms of the Indenture and Security Agreements as modified by the Amendment Documents.

Amendments to the Indenture and Related Security Documents

This section sets forth a brief description of the Proposed Amendments. These summaries are qualified in their entirety by reference to the full and complete provisions contained in the Indenture, Security Agreements and the Amendment Documents. Holders who tenders their Notes will be deemed to have delivered their Consents to the Proposed Amendments. With respect to the Notes, we are seeking Consents to make the following amendments to the Indenture:

- (a) delete from the Indenture:
 - (i) Section 4.02, “SEC Reports”;
 - (ii) Section 4.03, “Limitation on Debt”;
 - (iii) Section 4.04, “Limitation on Restricted Payments”;
 - (iv) Section 4.05, “Limitation on Liens”;
 - (v) Section 4.06, “Limitation on Asset Sales”;
 - (vi) Section 4.07, “Limitation on Restrictions on Distributions from Restricted Subsidiaries”;
 - (vii) Section 4.08, “Limitation on Transactions with Affiliates”;

- (viii) Section 4.09, “Guarantees by Subsidiaries”;
 - (ix) Section 4.10, “Limitation on Sale and Leaseback Transactions”;
 - (x) Section 4.11, “Designation of Restricted and Unrestricted Subsidiaries”;
 - (xi) Section 4.12, “Additional Security Documents; After-Acquired Property”;
 - (xii) Section 4.13, “Change of Control”;
 - (xiii) Section 4.14, “Further Instruments and Acts”;
 - (xiv) Section 4.17, “Statement as to Compliance”;
 - (xv) Subsection (b) of Section 5.01, “When Company May Merge or Transfer Assets”;
 - (xvi) Clauses (d) through (j) (inclusive) of subsection (i) of Section 6.01, “Events of Default”; and
 - (xvii) Article XII, “Collateral”.
- (b) modify subsection (a) of Section 5.01, “When Company May Merge or Transfer Assets” to remove various restrictions on the Company from merging, consolidating, or amalgamating with or into, or selling, transferring, assigning, leasing, conveying or otherwise disposing of all or substantially all of its Property to any other Person.

The Proposed Amendments, to the extent Requisite Consents are received relating to the release of the collateral securing the obligations of the Company and the Guarantors under the Notes, will also constitute consent and authority to enter into amendments to certain security, guarantee, pledge, intercreditor, collateral trust, indemnity, subrogation, contribution and other documents (including for purposes of determining any instructing group under any of such agreements) to release the collateral securing the obligations of the Company and the Guarantors under the Notes. If the Proposed Amendments in respect of the Collateral Release become effective, the release of the collateral securing the obligations of the Company and the Guarantors will be unconditional and without regard as to any other consent that may be required under the Notes Collateral Documents (as such term is defined in the Indenture).

The Proposed Amendments would also amend the Indenture and Security Agreements to make certain conforming or other similar changes to the Indenture and Security Agreements, including modification or deletion of certain definitions and cross-references.

When the Proposed Amendments Become Effective

The Company intends to execute the Amendment Documents promptly after the receipt of the Requisite Consents. The Amendment Documents will become effective when executed by the Company, the Guarantors, the Trustee and the Notes Collateral Agent. However, the Proposed Amendments in such Amendment Documents will become operative only upon our acceptance for purchase, pursuant to the Offer, of a principal amount of the outstanding Notes representing the Requisite Consents and payment therefor. The amendments to the Indenture effected by the Amendment Documents will be deemed to be revoked retroactively to the date of the Amendment Documents, and the Indenture and Security Agreements will remain in its current form, if the purchase of the Notes does not occur, whether because we terminate the Offer or for any other reason. If we increase or decrease the Aggregate Maximum Purchase Price, we do not intend to extend the Early Tender Date, the Withdrawal Deadline or the Expiration Time, subject to applicable law. **In the event of any proration of the Notes tendered, the Consents delivered shall be null and void and the Proposed Amendments will not be operative.**

EXPIRATION TIME; EXTENSION; AMENDMENT; TERMINATION

The Offer and the Consent Solicitation will expire immediately after 11:59 p.m., New York City time, on December 2, 2022, unless the Expiration Time is extended or the Offer and the Consent Solicitation are earlier terminated by us. The last day and time by which a Holder must tender Notes to be eligible for the Total Consideration, which includes the Early Tender Premium, is 5:00 p.m., New York City time, on November 17, 2022, unless extended or earlier terminated by us. In the event that the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time are extended, the terms “Early Tender Deadline,” “Withdrawal Deadline” and “Expiration Time” shall mean the time and date on which the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time, as so extended, shall occur.

We expressly reserve the right in our sole discretion, subject to applicable law, to (1) terminate 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 and 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 at any time, (4) increase or decrease the Aggregate Maximum Purchase Price at any time, and (5) otherwise at any time amend the terms of the Offer and the Consent Solicitation in any respect. The rights reserved by us in this paragraph are in addition to our rights to terminate the Offer and the Consent Solicitation as described in “Conditions of the Offer and the Consent Solicitation.” If we increase or decrease the Aggregate Maximum Purchase Price, we do not intend to extend the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time, subject to applicable law.

We may, in our sole discretion, exercise our right to terminate or amend the Offer and the Consent Solicitation. If we make a material change in the terms of the Offer and the Consent Solicitation or the information concerning the Offer and the Consent Solicitation or waive a material condition of the Offer and Consent Solicitation, we will, to the extent required by law, disseminate additional materials and extend the Offer and Consent Solicitation. In addition, we may, if we deem appropriate, extend the Offer and the Consent Solicitation for any other reason.

In the event we terminate the Offer and Consent Solicitation, we will give immediate notice thereof to the Tender and Information Agent and the Trustee, and all Notes theretofore tendered and not accepted for purchase shall be returned promptly to the tendering Holders thereof. Any such termination will be followed promptly by public announcement thereof. In the event that the Offer and the Consent Solicitation are withdrawn or otherwise not completed, the Tender Offer Consideration and Early Tender Premium for the Offer and the Consent Solicitation will not be paid or become payable. See “Withdrawal of Tenders; Revocation of Consents” and “Conditions of the Offer and the Consent Solicitation.” If we waive any of the conditions of the Offer and the Consent Solicitation, we do not intend to extend the Withdrawal Deadline, subject to applicable law.

If we extend the Offer and the Consent Solicitation or if, for any reason (whether before or after any Notes have been accepted for payment), the acceptance for payment of, or the payment for, Notes is delayed or we are unable to accept for payment or pay for Notes validly tendered pursuant to the Offer, then, without prejudice to our rights pursuant to the Offer, tendered Notes may be retained by the Tender and Information Agent on our behalf and may not be withdrawn, except as otherwise required by applicable law, including Rule 14e-1(c) under the Exchange Act, 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.

Any extension, amendment or termination of the Offer and the Consent Solicitation by us will be followed as promptly as practicable by announcement thereof and in accordance with applicable law. 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 such other means of announcement as we deem appropriate.

**ACCEPTANCE OF NOTES AND CONSENTS FOR PAYMENT;
ACCRUAL OF INTEREST**

Upon the terms and subject to the conditions of the Offer and the Consent Solicitation (including, if the Offer and the Consent Solicitation are extended or amended, the terms and conditions of any such extension or amendment) and applicable law, we will purchase, by accepting for payment, and will pay for, all Notes validly tendered and not validly withdrawn pursuant to the Offer on or prior to the Expiration Time. We expect that such payment will be made by the deposit with the Tender and Information Agent, or transfer in accordance with the Tender and Information Agent's instructions, of the Total Consideration or the Tender Offer Consideration, as applicable, plus any accrued and unpaid interest on the Holder's Notes up to, but excluding, the Early Settlement Date or the Final Settlement Date, as applicable, in immediately available funds by the Company promptly following the acceptance for payment of Notes pursuant to the Offer. The Tender and Information Agent will act as agent for tendering Holders for the purpose of receiving payment from us and transmitting such payment to tendering Holders or providing instructions to us for the transmission of payment. Under no circumstances will interest on the Total Consideration or the Tender Offer Consideration, as applicable, be paid by reason of any delay on behalf of the Tender and Information Agent in making such payment. The payment made by us to the Tender and Information Agent or upon its instructions shall fully discharge our obligations to make payment in relation to the Offer and the Consent Solicitation and in no event will we be liable for interest or damages in relation to any delay or failure of payment to be remitted to any Holder.

We expressly reserve the right, in our sole discretion, to delay acceptance for purchase of, or payment for, Notes tendered under the Offer (subject to Rule 14e-1(c) under the Exchange Act, which requires that we pay the consideration offered or return the Notes deposited pursuant to the Offer promptly after termination or withdrawal of the Offer), or to terminate the Offer and not accept for purchase any Notes not previously accepted for purchase, (1) if any of the conditions to the Offer shall not have been satisfied or waived by us, or (2) in order to comply with any applicable law.

For purposes of the Offer, we will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes, if such defect has been waived by us if, as and when we give verbal notice (confirmed in writing)) if, as and when we provide notice thereof to the Tender and Information Agent. For purposes of the Consent Solicitation, Consents validly delivered to the Tender and Information Agent will be deemed to have been accepted by us if, as and when the Requisite Consents are received and the Company, the Guarantors, the Trustee and the Notes Collateral Agent execute the Amendment Documents promptly after the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time; provided that the Proposed Amendments in such Amendment Documents will become operative only upon our acceptance for purchase, pursuant to the Offer, of a principal amount of the outstanding Notes representing the Requisite Consents and payment therefor.

Upon the terms and subject to the conditions of the Offer, delivery by the Tender and Information Agent of:

- (i) the Total Consideration for Notes that have been validly tendered and not validly withdrawn (or, with respect to defectively tendered Notes, if we have waived such defect), along with the Consents on or prior to the Early Tender Deadline shall be made on the Early Settlement Date, if any, or the Final Settlement Date, together with accrued and unpaid interest from the last interest payment date to, but excluding, the Early Settlement Date or Final Settlement Date, as applicable; and
- (ii) the Tender Offer Consideration for Notes that have been validly tendered (or, with respect to defectively tendered Notes, if we have waived such defect), along with the Consents after the Early Tender Deadline and on or prior to the Expiration Time shall be made on the Final Settlement Date, together with accrued and unpaid interest from the last interest payment date to, but excluding, the Final Settlement Date.

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, for any reason, acceptance for purchase of, or payment for, validly tendered Notes pursuant to the Offer is delayed or we are unable to accept for purchase, or to pay for, validly tendered Notes pursuant to the Offer, then the Tender and Information Agent may, nevertheless, on our behalf, retain tendered Notes, without prejudice to our rights described under "Expiration Time; Extension;

Amendment; Termination,” “Conditions of the Offer and the Consent Solicitation” and “Withdrawal of Tenders; Revocation of Consents” (subject to Rule 14e-1(c) under the Exchange Act, which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of a tender offer).

If any tendered Notes and Consents are not accepted for payment for any reason pursuant to the terms and conditions of the Offer, such Notes will be credited to the relevant account maintained at DTC from which such Notes were delivered promptly following the Expiration Time or the termination of the Offer.

We reserve the right to transfer or assign, in whole or in part and at any time or from time to time, to one or more of our affiliates the right to purchase all or any portion of the Notes tendered pursuant to the Offer, or to pay all or any portion of the Early Tender Premium due, or both. Any such transfer or assignment will not relieve the Company of its obligations under the Offer or the Consent Solicitation and will in no way prejudice the rights of tendering Holders to receive payment for their Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Offer, or to receive the Early Tender Premium for Notes validly tendered and not validly withdrawn on or prior to the Early Tender Deadline.

Holders whose Notes are tendered and accepted for purchase pursuant to the Offer will be entitled to accrued and unpaid interest on their Notes to, but excluding, the Early Settlement Date or the Final Settlement Date, as applicable. **Under no circumstances will any additional interest be payable because of any delay in the transmission of funds to the Holders of purchased Notes or otherwise.**

Tendering Holders of Notes purchased in the Offer will not be obligated to pay brokerage commissions, fees or transfer taxes with respect to the purchase of their Notes unless the payment of the Total Consideration or the Tender Offer Consideration, as applicable, is being made to any person other than the holder of Notes tendered thereby; then, in such event, the amount of any transfer taxes (whether imposed on the Holder(s) or such other person(s)) payable on account of the transfer to such person will be deducted from the Total Consideration or the Tender Offer Consideration, as the case may be, unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted. We will pay all other charges and expenses in connection with the Offer. See “The Dealer Manager; the Tender and Information Agent” and “Miscellaneous.”

PROCEDURES FOR TENDERING NOTES AND DELIVERING CONSENTS

Holders will not be eligible to receive the Total Consideration unless they BOTH tender their Notes pursuant to the Offer AND deliver their Consents in the Consent Solicitation on or prior to the Early Tender Deadline. The tender of Notes pursuant to the Offer and in accordance with the procedures described below will constitute (i) a tender of the Notes and (ii) the delivery of a Consent by such Holder with respect to such Notes. Such actions will also constitute the waiver of the Holder's right, if any, to revoke its tender of Notes or delivery of Consents after the Withdrawal Deadline. We are not soliciting and will not accept Consents from Holders who are not tendering their Notes pursuant to the Offer, and will not accept tenders of Notes from Holders who do not deliver their Consents pursuant to the Consent Solicitation. Holders who tender their Notes after the Early Tender Deadline will be eligible to receive only the Tender Offer Consideration. Notes may only be tendered, and Consents may only be delivered, 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 a minimum denomination of \$2,000.

The method of delivery of Notes and Consents through DTC and any acceptance of an Agent's Message transmitted through ATOP is at the election and risk of the person tendering Notes and delivering Consents and delivery will be deemed made only when actually received by the Tender and Information Agent.

There are no guaranteed delivery provisions provided for by the Company in connection with the Offer and Consent Solicitation. Holders must tender Notes in accordance with the procedures set forth in this "Procedures for Tendering Notes and Delivering Consents." There is also no letter of transmittal in connection with the Offer.

The tender by a Holder and delivery of Consents (and subsequent acceptance of such tender and delivery by us) will constitute a binding agreement between such Holder and us in accordance with the terms and subject to the conditions set forth in this Statement.

The procedures by which Notes may be tendered and Consents delivered by beneficial owners who are not registered Holders will depend upon the manner in which the Notes are held.

The Trustee has informed the Company that all custodians and beneficial Holders of the Notes hold their Notes through DTC accounts and that there are no physical Notes in non-global form. Any beneficial owner whose Notes are held through a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes should timely contact such broker, dealer, commercial bank, trust company or other nominee promptly and instruct such nominee to submit instructions on such beneficial owner's behalf on or prior to the Expiration Time or, if such beneficial owner would like to receive the Total Consideration, then on or prior to the Early Tender Time. **Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Offer. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the time by which such owner must take action in order to so participate in the Offer. In some cases, the broker, dealer, commercial bank, trust company or other nominee may request submission of such instructions on a Beneficial Owner's Instruction Form. Please check with your nominee to determine the procedures for such firm.**

DTC participants must, on or prior to the Expiration Time, or, if such beneficial owner would like to receive the Total Consideration, then on or prior to the Early Tender Time, electronically transmit their acceptance through DTC's ATOP (and thereby tender Notes) and deliver the tendered Notes by book-entry transfer into the Tender and Information Agent's applicable DTC account. See "Certain Significant Considerations; Representations and Agreements" for discussion of the terms that all Holders who tender Notes in the Offer will be deemed to have represented, warranted and agreed.

Holders are obligated to consent to the Proposed Amendments in order to validly tender their Notes. The transmission of an Agent's Message in connection with a tender of Notes pursuant to the Offer will be deemed to constitute the delivery of Consents with respect to such tendered Notes. Holders may not consent to the Proposed Amendments in the Consent Solicitation with respect to Notes without tendering their Notes in the Offer and may not

revoke Consents other than by validly withdrawing the previously tendered Notes. Tendered Notes and the related Consents may not be withdrawn or revoked subsequent to the Withdrawal Deadline.

The tender by a Holder pursuant to the procedures set forth herein will constitute an agreement between such Holder and the Company in accordance with the terms and subject to the conditions set forth in this Statement, which agreement will be governed by, and construed in accordance with, the laws of the State of New York.

No documents should be sent to the Company, the Dealer Manager, the Trustee, the Notes Collateral Agent or any registrar or paying agent for the Notes.

By tendering Notes pursuant to the Offer, the Holder will be deemed to have agreed that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender and Information Agent, until receipt by the Tender and Information Agent of a properly transmitted Agent's Message together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company. All questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders will be determined by the Company, in its sole discretion, which determination shall be final and binding. Alternative, conditional or contingent tenders will not be considered valid.

The Company reserves the right, in its sole discretion, to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in the Company's opinion, be unlawful. The Company also reserves the right to waive, in whole or in part and in its sole discretion, any of the conditions of the Offer or any defects or irregularities in the tender of particular Notes, whether or not similar defects or irregularities are waived in respect of other Notes. The Company's interpretations of the terms and conditions of the Offer will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Company determines, unless waived by the Company, in its sole discretion. Tenders of Notes will not be deemed to have been made until all defects and irregularities have been waived by the Company or cured. None of the Company, the Dealer Manager, the Tender and Information Agent, the Trustee, the Notes Collateral Agent, any registrar, paying agent or other person will be under any duty to give notice of any defects or irregularities in tenders of Notes or will incur any liability to Holders for failure to give any such notice. All improperly tendered Notes will be returned promptly after the Expiration Time, unless the irregularities and defects of that tender are timely cured or waived, by book-entry delivery through DTC to the accounts of the DTC participants.

Book-Entry Transfer

The Tender and Information Agent will establish an account with respect to the Notes at DTC for purposes of the Offer, and any financial institution that is a participant in DTC may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender and Information Agent's account in accordance with DTC's procedures for such transfer. However, although delivery of Notes may be effected through book-entry transfer into the Tender and Information Agent's account at DTC, an Agent's Message, and any other required documents, must, in any case, be transmitted to and received by the Tender and Information Agent at its address set forth on the back cover of this Statement prior to the Expiration Time. The confirmation of a book-entry transfer into the Tender and Information Agent's account at DTC as described above is referred to herein as a "Book-Entry Confirmation." Delivery of documents to DTC does not constitute delivery to the Tender and Information Agent.

Other Matters

Notwithstanding any other provision of this Statement, payment for Notes accepted for purchase pursuant to the Offer will in all cases be made only after timely tender pursuant to any of the procedures described above. Under no circumstances will interest be paid on the Total Consideration or the Tender Offer Consideration, regardless of any delay in making such payments.

Tenders of Notes and deliveries of Consents pursuant to any of the procedures described above, and acceptance thereof by us for purchase, will constitute a binding agreement between the tendering and consenting Holder of such Notes and us, upon the terms and subject to the conditions of the Offer and the Consent Solicitation in effect on the date the Notes are accepted for purchase.

Withholding Tax

All payments made pursuant to the Offer will be made net of any applicable withholding taxes. See “U.S. Federal Income Tax Considerations” below.

Compliance with “Short Tendering” Rule

It is a violation of Rule 14e-4 under the Exchange Act for a person, directly or indirectly, to tender Notes for his own account unless the person so tendering (1) has a net long position equal to or greater than the aggregate principal amount at maturity of the Notes being tendered and (2) will cause such Notes to be delivered in accordance with the terms of the Offer. Rule 14e-4 provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person.

A tender of Notes pursuant to any of the procedures described above will constitute a binding agreement between the tendering Holder and us in accordance with the terms and subject to the conditions set forth in this Statement, including the tendering Holder’s acceptance of the terms and conditions of the Offer, as well as the tendering Holder’s representation and warranty that (1) such Holder has a net long position in the Notes being tendered within the meaning of Rule 14e-4 and (2) the tender of such Notes complies with Rule 14e-4 and all other applicable laws.

ACCEPTANCE PRIORITY AND PRORATION

If the aggregate purchase price of all Notes validly tendered on or prior to the Early Tender Deadline exceeds the Aggregate Maximum Purchase Price, then the Offer will be oversubscribed at the Early Tender Deadline. **Accordingly, in such a circumstance, we will not accept for purchase any Notes after the Early Tender Deadline and we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offer) accept for purchase on the Early Settlement Date, if any, or the Final Settlement Date, the Notes tendered on or prior to the Early Tender Deadline on a prorated basis such that we purchase Notes with an aggregate purchase price that does not exceed the Aggregate Maximum Purchase Price. In the event of any proration of the Notes tendered, the Consents delivered shall be null and void and the Proposed Amendments will not be operative.**

If the Offer is not oversubscribed at the Early Tender Deadline and the aggregate purchase price of all Notes validly tendered in the Offer on or prior to the Expiration Time exceeds the Aggregate Maximum Purchase Price, then the Offer will be oversubscribed at the Expiration Time and we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offer) accept for purchase such tendered Notes as follows:

- first, on the Early Tender Deadline, we will accept for purchase all Notes validly tendered on or prior to the Early Tender Deadline; and
- second, promptly after the Expiration Time, we will accept for purchase all Notes validly tendered after the Early Tender Deadline and on or prior to the Expiration Time on a prorated basis such that we purchase Notes with an aggregate purchase price that does not exceed the Aggregate Maximum Purchase Price.

All Notes not accepted as a result of proration will be rejected from the Offer and returned to the tendering holder.

If the Aggregate Maximum Purchase Price is reached in respect of tenders made on or prior to the Early Tender Deadline, no Notes tendered after the Early Tender Deadline will be accepted for purchase in the Offer. To avoid purchases of Notes in principal amounts other than minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof and to ensure we return Notes in a minimum denomination of \$2,000, if necessary, we will make appropriate adjustments downward to the nearest \$1,000 principal amount with respect to each Holder validly tendering Notes.

We reserve the right, but are under no obligation, to increase or decrease the Aggregate Maximum Purchase Price at any time, in each case without extending the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time for the Offer or otherwise reinstating withdrawal or revocation rights of Holders, subject to applicable law, which could result in us purchasing a greater or lesser amount of Notes in the Offer. There can be no assurance that we will exercise our right to increase or decrease the Aggregate Maximum Purchase Price. If we increase or decrease the Aggregate Maximum Purchase Price, we do not intend to extend the Withdrawal Deadline, subject to applicable law.

WITHDRAWAL OF TENDERS; REVOCATION OF CONSENTS

Holders who tender their Notes in the Offer must deliver the Consent. Notes tendered may be validly withdrawn and Consents revoked at any time on or prior to the Withdrawal Deadline, but not thereafter (except in certain limited circumstances where additional withdrawal or revocation rights are required by law), 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 related 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, then 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, any Notes validly tendered and Consents validly delivered after the Early Tender Deadline may not be withdrawn or revoked, except as required by law. We reserve the right, but are under no obligation, to waive any and all of the conditions of the Offer and the Consent Solicitation at any time, in each case without extending the Early Tender Deadline, the Withdrawal Deadline or the Expiration Time for the Offer or otherwise reinstating withdrawal or revocation rights of Holders, subject to applicable law.

For a withdrawal of Notes tendered through DTC on or prior to the Withdrawal Deadline to be effective, a properly transmitted "Request Message" through ATOP must be delivered on or prior to the Withdrawal Deadline.

Any Notes and Consents validly withdrawn will be deemed to be not validly tendered or delivered for purposes of the Offer and the Consent Solicitation.

Any permitted withdrawal of Notes may not be rescinded, and any Notes and Consents validly withdrawn will thereafter be deemed not validly tendered or delivered for purposes of the Offer and the Consent Solicitation; provided, however, that validly withdrawn Notes may be re-tendered by again following the appropriate procedures described herein at any time on or prior to the Expiration Time.

Subject to applicable laws, if, for any reason whatsoever, acceptance for purchase of, or payment for, any Notes validly tendered or Consents validly delivered pursuant to the Offer is delayed (whether before or after our acceptance for payments), or we extend the Offer and the Consent Solicitation or are unable to accept for purchase or pay for the Notes validly tendered or Consents validly delivered pursuant to the Offer and the Consent Solicitation, then, without prejudice to our rights set forth herein, we may instruct the Tender and Information Agent to retain such tendered Notes, and those Notes may not be withdrawn, subject to Rule 14e-1(c) under the Exchange Act, 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.

None of the Company, the Dealer Manager, the Tender and Information Agent, the Trustee, the Notes Collateral Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal of tenders or revocation of Consents, or incur any liability for failure to give any such notification.

CONDITIONS OF THE OFFER AND THE CONSENT SOLICITATION

Notwithstanding any other provisions of this Statement, we will not be required to accept for purchase or to pay for Notes validly tendered pursuant to the Offer or Consents validly delivered and not validly withdrawn pursuant to the Consent Solicitation, and may terminate, amend or extend the Offer and the Consent Solicitation or delay or refrain from accepting for purchase, or paying for, the Notes and the Consents, if any of the following shall not have occurred (and shall not have been waived by us):

- (1) our successful completion of the Secured Credit Facilities Upsize on terms satisfactory to us, in our sole discretion, that will allow us to purchase the Notes pursuant to the Offer, thereby satisfying the Financing Condition; and
- (2) satisfaction of the General Conditions.

For purposes of the foregoing provision, all of the “General Conditions” shall be deemed to be satisfied unless any of the following conditions shall occur (and shall not have been waived by us):

- (1) in each case in the Company’s reasonable judgment, (1) any general suspension of trading in, or limitation on prices for, trading in securities in the United States or foreign credit, securities or financial markets (whether or not mandatory) or any other significant adverse change in the U.S. credit, securities or financial markets, (2) any significant changes in the prices for the Notes or any other debt or equity securities of the Company or its affiliates which are adverse to the Company or its affiliates, (3) any material impairment in the trading market for debt generally, (4) any declaration of a banking moratorium or any suspension of payments in respect of banks in the U.S. by federal or state authorities (whether or not mandatory), (5) any limitation (whether or not mandatory) by any U.S. or foreign government or governmental, administrative or regulatory authority or agency or instrumentality, domestic or foreign, on, or other event that, in the judgment of the Company might affect, the nature or extension of credit by banks or other lending institutions in the U.S., (6) any attack on, outbreak or escalation of hostilities, acts of terrorism or any declaration of a national emergency, commencement of war, armed hostilities or other national or international crisis (including any epidemic or pandemic), (7) any change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls as would or would reasonably be expected to, in the Company’s judgment, materially impair the Company’s contemplated benefits of the Offer or the purchase of the Notes pursuant to the Offer, (8) any major disruption of settlements of securities or clearance services in the United States or (9) in the case of any of the foregoing existing at the time of the commencement of the Offer, any material acceleration, escalation or worsening thereof;
- (2) any order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any U.S. or foreign government, court or governmental, administrative or regulatory authority or agency or instrumentality that (1) would or would be reasonably expected to, in the Company’s judgment, prohibit, prevent or restrict or delay consummation of the Offer, (2) is, or is reasonably expected to, in the Company’s judgment, be materially adverse to the business, operations, properties, condition (financial or otherwise), income, assets, liabilities or prospects of the Company or its affiliates or would or would be expected to, in the Company’s judgment, materially impair the contemplated benefits of the Offer or be material to Holders in deciding whether to accept the Offer or (3) would, or would be reasonably expected to, in the Company’s judgment, directly or indirectly impose material limitations on the contemplated benefits of the Offer to the Company or the scope, validity or effectiveness of the ability of the Company to acquire or hold or exercise full rights of ownership of the Notes;
- (3) there shall have been instituted, threatened or pending any action or proceeding before or by any U.S. or foreign government, court or governmental, administrative or regulatory authority or agency or instrumentality, or by any other person that is or is reasonably expected to be, in the Company’s judgment, materially adverse to the business, operations, properties, condition (financial or otherwise), income, assets, liabilities or prospects of the Company or its affiliates or which would or would be reasonably expected to, in the Company’s judgment, prohibit, prevent, restrict or delay consummation of the Offer or otherwise adversely affect the Offer in any material manner, or would, or would be

reasonably expected to, in the Company's judgment, directly or indirectly impose material limitations on the contemplated benefits of the Offer to the Company or the scope, validity or effectiveness of the ability of the Company to acquire or hold or exercise full rights of ownership of the Notes;

- (4) any other actual or threatened legal impediment to the Offer or any other circumstances that would materially adversely affect the transactions contemplated by the Offer or the contemplated benefits of the Offer to the Company;
- (5) any event or circumstance affecting the business, operations, properties, condition (financial or otherwise), income, assets, liabilities or prospects of the Company or its affiliates that would or would be reasonably expected to, in the Company's judgment, (1) prohibit, prevent, restrict or delay the consummation of the Offer, (2) make it impractical or inadvisable to proceed with the Offer or (3) be materially adverse to the business, operations, properties, condition (financial or otherwise), income, assets, liabilities or prospects of the Company or affiliates; or
- (6) the Trustee, the Notes Collateral Agent or any third party makes any objection to, or takes any action that would, or would reasonably be expected to, in the Company's judgment, materially and adversely affect the consummation of the Offer, or takes any action that challenges the validity or effectiveness of the procedures used by the Company in the making of the Offer or in the acceptance or purchase of the Notes.

The foregoing conditions are for our benefit, and the failure of any such condition to be satisfied may be asserted by us regardless of the circumstances, including any action or inaction by us, giving rise to any such failure, and any such failure may be waived by us in whole or in part at any time and from time to time in our sole discretion.

If any of such conditions shall not have been satisfied, subject to the termination rights as described above, we may (1) return Notes tendered pursuant to the Offer to the Holders who tendered them, (2) extend the Offer and the Consent Solicitation and retain all Notes tendered thereunder until the expiration of such extended Offer and Consent Solicitation, or (3) amend the Offer and the Consent Solicitation in any respect by giving written notice of such amendment to the Tender and Information Agent and as otherwise required by applicable law. If we make a material change in the terms of the Offer and the Consent Solicitation or the information concerning the Offer and the Consent Solicitation or waive a material condition of the Offer and Consent Solicitation, we will, to the extent required by law, disseminate additional materials and/or extend the Offer and Consent Solicitation. In addition, we may, if we deem appropriate, extend the Offer and the Consent Solicitation for any other reason. We also reserve the right at any time to waive satisfaction of any or all conditions to the Offer and the Consent Solicitation. If we waive any of the conditions of the Offer and the Consent Solicitation, we do not intend to extend the Withdrawal Deadline, subject to applicable law. Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time. See "Expiration Time; Extension; Amendment; Termination."

OFFER RESTRICTIONS

This Statement does not constitute an offer or an invitation to participate in the Offer and the Consent Solicitation in any jurisdiction in which, or to any person to or from whom, it is unlawful to make such offer or invitation or for there to be such participation under applicable laws. The distribution of this Statement in certain jurisdictions may be restricted by law. Persons into whose possession this Statement comes are required by the Company, the Dealer Manager and the Tender and Information Agent to inform themselves about and to observe any such restrictions.

General Notice to Investors

The Offer and the Consent Solicitation do not constitute an offer to buy or the solicitation of an offer to sell Notes in any circumstances in which such offer or solicitation is unlawful. We are not aware of any jurisdiction where the making of the Offer and the Consent Solicitation is not in compliance with the laws of such jurisdiction. If we become aware of any jurisdiction where the making of the Offer and the Consent Solicitation would not be in compliance with such laws, we will make a good-faith effort to comply with any such laws or may seek to have such laws declared inapplicable to the Offer and Consent Solicitation. If, after such good-faith effort, we cannot comply with any such applicable laws, the Offer and the Consent Solicitation will not be made to Holders of Notes residing in each such jurisdiction.

In any jurisdictions where the securities or other laws require the Offer and the Consent Solicitation to be made by a licensed broker or dealer and the Dealer Manager, or, where the context so requires, its affiliates are licensed brokers or dealers in that jurisdiction, the Offer and the Consent Solicitation shall be deemed to be made on behalf of the Company by the Dealer Manager or their respective affiliates (as the case may be) in such jurisdiction.

By tendering your securities, or instructing your custodian to tender your securities, you are representing and warranting that you are not a person to whom it is unlawful to make an invitation to tender pursuant to the Offer and the Consent Solicitation under applicable law, and you have observed (and will observe) all laws of relevant jurisdictions in connection with your tender, and are deemed to give certain representations in respect of the jurisdictions referred to above and generally as set out in “Procedures for Tendering Notes and Delivering Consents.” If you are unable to make these representations, your tender of Notes for purchase may be rejected. Each of the Company, the Dealer Manager and the Tender and Information Agent reserves the right, in their absolute discretion, to investigate, in relation to any tender of Notes for purchase, and delivery of Consents, pursuant to the Offer and Consent Solicitation, whether any such representation given by a Holder is correct and, if such investigation is undertaken and as a result, we determine (for any reason) that such representation is not correct, such tender may be rejected.

U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of U.S. federal income tax considerations generally applicable to the Offer that may be relevant to Holders holding Notes as “capital assets” within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”). This summary is based on the Code, Treasury Regulations, judicial decisions, published rulings of the Internal Revenue Service (the “IRS”), and other applicable authorities, all as in effect as of the date hereof and all of which are subject to change or differing interpretations (possibly with retroactive effect). No assurance can be given that the IRS will not challenge any statement or conclusion in this summary or, if challenged, that a court will uphold such statement or conclusion.

This summary does not purport to address all tax considerations that may be important to a particular holder in light of such Holder’s individual circumstances, or to categories of investors that may be subject to special treatment under U.S. federal income tax law, such as:

- a dealer or trader in securities, commodities or currencies;
- an investor that elects to use a mark-to-market method of accounting for its securities holdings;
- a bank, insurance company, or other financial institution;
- a tax-exempt organization;
- a regulated investment company;
- a real estate investment trust;
- former citizens or residents of the United States;
- a person that owns Notes as part of a straddle, hedging, integration or conversion transaction or other risk reduction transaction for tax purposes;
- a person deemed to sell Notes under the constructive sale provisions of the Code;
- a “controlled foreign corporation” or “passive foreign investment company”;
- a person subject to special accounting rules under Section 451(b) of the Code;
- a U.S. Holder whose functional currency for U.S. tax purposes is not the U.S. dollar; and
- a partnership, S corporation, grantor trust or other entity treated as a pass-through entity for tax purposes.

In addition, this summary does not address the alternative minimum tax or any state, local, non-U.S. or other tax laws, or any U.S. tax considerations (such as estate or gift tax or the Medicare tax on net investment income) other than U.S. federal income tax considerations.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of the Notes, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Partnerships holding the Notes and their partners should consult their tax advisors regarding the tax consequences to them of the partnership tendering Notes.

EACH HOLDER SHOULD CONSULT ITS TAX ADVISOR TO DETERMINE THE U.S. FEDERAL, STATE, LOCAL, NON-U.S. AND OTHER TAX CONSEQUENCES TO IT OF THE SALE OF NOTES TO THE COMPANY PURSUANT TO THE OFFER IN THE LIGHT OF ITS OWN PARTICULAR CIRCUMSTANCES. THIS SUMMARY OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE.

For purposes of this summary, the term “U.S. Holder” means a beneficial owner of a Note that is, for U.S. federal income tax purposes:

- a citizen or individual resident of the United States;
- a corporation (or other entity subject to tax as a corporation) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if (x) a court within the United States is able to exercise primary supervision over the trust's administration and one or more United States persons within the meaning of the Code have the authority to control all of the trust's substantial decisions or (y) the trust has in effect a valid election to be treated as a United States person for U.S. federal income tax purposes.

For purposes of this summary, the term "Non-U.S. Holder" means a beneficial owner of a Note (other than a partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) that is not a U.S. Holder.

Considerations for U.S. Holders

Tender of Notes Pursuant to the Offer

A sale of Notes by a U.S. Holder pursuant to the Offer will generally be a taxable transaction for U.S. federal income tax purposes. Subject to the discussion below under "—Early Tender Premium," a U.S. Holder will generally recognize gain or loss on the sale of a Note pursuant to the Offer in an amount equal to the difference, if any, between (1) the amount of cash received for such Note (other than the portion of such amount that is properly allocable to accrued but unpaid interest, which will be taxable as ordinary interest income to the extent not previously included in income), and (2) the U.S. Holder's "adjusted tax basis" for such Note at the time of sale. A U.S. Holder's adjusted tax basis in a Note will generally be the U.S. Holder's cost of the Note, (i) increased by the amount of any market discount previously included in income with respect to the Note, if any, and (ii) decreased (but not below zero) by the amount of any bond premium previously amortized to offset interest income on the Note, if any. Bond premium is generally defined as the excess of a U.S. Holder's tax basis in the Note immediately after the U.S. Holder's acquisition of the Note over the stated principal amount of the Note. Except to the extent that gain is recharacterized as ordinary income pursuant to the market discount rules discussed below, gain or loss recognized by a U.S. Holder on the sale of a Note pursuant to the Offer will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder's holding period in the Note exceeds one year as of the disposition date. Long-term capital gains recognized by non-corporate U.S. Holders are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

Market Discount

The treatment described above may not apply to a U.S. Holder that acquired a Note other than at its original issuance at a "market discount." Subject to a *de minimis* exception (defined by statute), market discount is generally the excess of the Note's principal amount at maturity over the U.S. Holder's tax basis in the Note immediately after its acquisition. In general, unless the U.S. Holder has elected to include market discount in income currently as it accrues, any gain realized by a U.S. Holder on the sale of a Note having market discount will be treated as ordinary income to the extent of the market discount accrued on the Note while the U.S. Holder held such Note.

Early Tender Premium

The U.S. federal income tax treatment of the receipt of the Early Tender Premium by a U.S. Holder whose Note is purchased pursuant to the Offer is subject to some uncertainty. If treated as additional consideration for the Notes, the Early Tender Premium will be treated as part of the total consideration received in the manner described above. It is also possible that the Early Tender Premium may be treated as additional interest or as a separate fee rather than as additional consideration for the Notes, in which case the Early Tender Premium would not be treated as part of the amount realized on the sale and would instead constitute ordinary income to the U.S. Holder. We intend to treat the Early Tender Premium as additional consideration received by a U.S. Holder in exchange for the Notes. Each U.S. Holder should consult its tax advisor regarding the tax treatment of the Early Tender Premium.

Proposed Amendments

If a U.S. Holder tenders a Note after the Proposed Amendments become operative, the consequences described below under the caption “—Treatment of Non-Tendering U.S. Holders” could apply to such U.S. Holder. U.S. Holders should consult their tax advisors as to the consequences of tendering their Notes after the Proposed Amendments become operative (or after the Amendment Documents become effective).

Treatment of Non-Tendering U.S. Holders

If the Proposed Amendments do not become operative, a U.S. Holder that does not tender all or some of its Notes pursuant to the Offer should generally not recognize any gain or loss with respect to the non-tendered Notes, and should continue to have the same adjusted tax basis, holding period and accrued market discount, if any, with respect to the non-tendered Notes.

If the Proposed Amendments are adopted and become operative, the U.S. federal income tax treatment of a U.S. Holder that does not tender or has not tendered its Notes pursuant to the Offer (a “Non-Tendering U.S. Holder”) will depend upon whether the adoption of the Proposed Amendments results in a deemed exchange of such Notes for U.S. federal income tax purposes. Generally, the modification of a debt instrument will be treated, for U.S. federal income tax purposes, as resulting in a deemed exchange of the debt instrument for a new debt instrument if the modified debt instrument differs materially either in kind or in extent from the original debt instrument (a “significant modification”). A modification of a debt instrument that is not a significant modification does not cause a deemed exchange. In general, the modification of a debt instrument is a significant modification if, based on all the facts and circumstances and taking into account all modifications of the debt instrument collectively (other than modifications which are subject to special rules), the legal rights or obligations that are altered, and the degree to which they are altered, are “economically significant.” Notwithstanding, the applicable Treasury Regulations provide that the significance of certain types of modifications is determined under specific rules. In particular, a modification that releases, substitutes, adds or otherwise alters the collateral for, or guarantee on, a recourse debt instrument is a significant modification if it results in a change in payment expectations. In addition, a modification that adds, deletes or alters customary accounting or financial covenants is not a significant modification, although the applicable regulations do not define “customary accounting or financial covenants.” Although the significance of each modification is determined independently, in testing a particular modification it is assumed that all other simultaneous modifications have already occurred.

Based on the foregoing, although the issue is not free from doubt, we intend to take the position (and this discussion assumes) that the adoption of the Proposed Amendments does not cause a deemed exchange of the Notes because the Proposed Amendments do not constitute a significant modification of the terms of the Notes for U.S. federal income tax purposes. In such case, a U.S. Holder that does not tender its Notes pursuant to the Offer would not recognize any gain or loss for U.S. federal income tax purposes upon the adoption of the Proposed Amendments and would have the same adjusted tax basis and holding period in the Notes after the adoption of the Proposed Amendments that the U.S. Holder had in the Notes immediately before the adoption.

The law on this point is unclear, however, and the IRS could assert that the collateral release alone gives rise to a significant modification or that one or more of the other terms of the Notes that will be affected by the adoption of the Proposed Amendments will not qualify as a customary accounting or financial covenant, in which case, the adoption of the applicable Proposed Amendments would be subject to the general “significant modification” test described above. If the Proposed Amendments constitute a significant modification of the terms of the Notes that causes a deemed exchange of the Notes for U.S. federal income tax purposes, a Non-Tendering U.S. Holder would recognize gain or, subject to the possible application of the wash sale rules, loss in an amount equal to the difference between the “issue price” of the “new” Notes deemed to be received by such U.S. Holder in the exchange and the tax basis of the “old” Notes deemed to have been surrendered in the exchange, in either case unless the deemed exchange were to constitute a tax free recapitalization. Any such gain attributable to accrued but unpaid interest and accrued but unrecognized market discount would be subject to tax as ordinary income (as discussed above under “—*Tender of Notes Pursuant to the Offer*” and “—*Market Discount*”). The Non-Tendering U.S. Holder’s holding period in the “new” Notes would begin the day after the deemed exchange, and the Non-Tendering U.S. Holder’s basis in the “new” Notes would equal the issue price thereof. If an exchange were deemed to occur, the “new” Notes issued in the deemed exchange may be treated as having been issued with amortizable bond premium or original issue discount. Whether the “new” Notes are issued with amortizable bond premium or original issue discount depends on the issue price of the “new” Notes. In light of the complexity of the applicable rules, Non-Tendering U.S. Holders should consult their tax advisors regarding the possibility that adoption of the Proposed Amendments constitutes a “significant modification” for U.S. federal income tax purposes, the U.S. federal income tax consequences to them if the Proposed Amendments are so treated, the characterization of the “old” Notes and “new” Notes as “securities” for U.S. federal income tax purposes and the U.S. federal income tax consequences of continuing to hold Notes after the adoption of the Proposed Amendments.

Considerations for Non-U.S. Holders

Tender of Notes Pursuant to the Offer

Except with respect to amounts attributable to accrued but unpaid interest on the Notes discussed below under “—*Accrued Interest*” and subject to the discussion below under “—*Early Tender Premium*,” any gain realized on the sale of a Note pursuant to the Offer by a Non-U.S. Holder will generally not be subject to U.S. federal income tax or withholding tax, unless:

- the Non-U.S. Holder is an individual present in the United States for 183 days or more during the taxable year in which such gain is realized and certain other conditions are met, in which case the Non-U.S. Holder will be subject to a tax, currently at a rate of 30%, on the excess, if any, of such gain plus all other U.S. source capital gains recognized by such Non-U.S. Holder during the same taxable year over the Non-U.S. Holder’s U.S. source capital losses recognized during such taxable year; or
- the Non-U.S. Holder holds the Notes in connection with the conduct of a U.S. trade or business (and, if an applicable income tax treaty so requires, the gain is attributable to a permanent establishment or fixed base maintained by the Non-U.S. Holder within the United States), in which case, the Non-U.S. Holder will be subject to U.S. federal income tax on such gain on a net income basis in the same manner as U.S. Holders and, in the case of corporate Non-U.S. Holders, may also be subject to an additional “branch profits tax” at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty).

Accrued But Unpaid Interest

Payments to a Non-U.S. Holder that are attributable to accrued but unpaid interest on the Notes will generally not be subject to U.S. federal income or withholding tax, provided that:

- such payments are not effectively connected with the Non-U.S. Holder’s conduct of a trade or business in the United States (and, if an applicable income tax treaty so requires, are not attributable to a permanent establishment or fixed base maintained by the U.S. Holder within the United States);
- the Non-U.S. Holder does not actually or constructively, directly or indirectly, own 10% or more of the total combined voting power of all classes of the Company’s voting stock;

- the Non-U.S. Holder certifies its non-U.S. status and that no withholding is required pursuant to FATCA (discussed below) on IRS Form W-8BEN or W-8BEN-E, or other applicable IRS form; and
- neither we nor our paying agent has actual knowledge or reason to know that the beneficial owner of the Note is not entitled to an exemption from withholding tax.

If any such interest is effectively connected with the Non-U.S. Holder's conduct of a U.S. trade or business (and, if so required by an applicable income tax treaty, is attributable to a permanent establishment or fixed base maintained by the Non-U.S. Holder within the United States), the Non-U.S. Holder will generally be subject to U.S. federal income tax on a net income basis in the same manner as U.S. Holders and, in the case of corporate Non-U.S. Holders, may also be subject to an additional "branch profits tax" at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty) on any such effectively connected interest.

A Non-U.S. Holder that does not satisfy the requirements described above and that does not establish that the interest is effectively connected with the Non-U.S. Holder's conduct of a U.S. trade or business (generally, by providing an IRS Form W-8ECI), will generally be subject to U.S. withholding tax at a rate of 30% on cash proceeds received on the sale of a Note that are attributable to accrued but unpaid interest. Under certain income tax treaties, the U.S. withholding rate on interest payments may be reduced or eliminated provided that the Non-U.S. Holder complies with the applicable certification requirements (generally, by providing an IRS Form W-8BEN or IRS Form W-8BEN-E).

Early Tender Premium

Because there is some uncertainty under U.S. federal income tax law whether the Early Tender Premium constitutes additional consideration for the Notes, additional interest, or some other type of income (such as a fee), it is possible that the applicable withholding agent may withhold U.S. federal income tax at a rate of 30% from any Early Tender Premium paid to a Non-U.S. Holder, unless:

- the Non-U.S. Holder is engaged in the conduct of a trade or business in the United States to which the receipt of the Early Tender Premium is effectively connected and such Non-U.S. Holder provides the withholding agent with a validly executed IRS Form W-8ECI or other applicable form; or
- an applicable income tax treaty eliminates withholding or reduces the applicable withholding rate and such Non-U.S. Holder provides the withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or appropriate substitute form) or meets other certification requirements.

We intend to treat the Early Tender Premium as additional consideration received by a Non-U.S. Holder in exchange for the Notes. Non-U.S. Holders should consult their tax advisors regarding the availability of a credit or refund of any U.S. withholding tax that may be imposed on the Early Tender Premium and the applicability of any income tax treaties, which may provide for rules different from those described above.

Proposed Amendments

If a Non-U.S. Holder tenders a Note after the Proposed Amendments become operative, the consequences described below under the caption "—Treatment of Non-Tendering Non-U.S. Holders" could apply to such Non-U.S. Holder. Non-U.S. Holders should consult their tax advisors as to the consequences of tendering their Notes after the Proposed Amendments become operative (or after the Amendment Documents become effective).

Treatment of Non-Tendering Non-U.S. Holders

If the Proposed Amendments do not become operative, a Non-U.S. Holder that does not tender all or some of its Notes pursuant to the Offer should generally not recognize any gain or loss with respect to the non-tendered Notes, and should continue to have the same adjusted tax basis, holding period and accrued market discount, if any, with respect to the non-tendered Notes.

If the Proposed Amendments become operative, the U.S. federal income tax treatment of a Non-U.S. Holder that does not tender or has not tendered its Notes pursuant to the Offer (a “Non-Tendering Non-U.S. Holder”) will depend upon whether the adoption of the Proposed Amendments results in a deemed exchange of such Non-Tendering Non-U.S. Holder’s Notes for “new” notes for U.S. federal income tax purposes. As discussed above under “Considerations for U.S. Holders—Treatment of Non-Tendering U.S. Holders,” although the matter is not free from doubt, we intend to take the position (and this discussion assumes) that the adoption of the Proposed Amendments does not constitute a “significant modification” of the Notes. Accordingly, a Non-Tendering Non-U.S. Holder would not recognize any gain or loss with respect to the Notes as a result of the adoption of the Proposed Amendments and would continue to have the same tax basis, holding period and accrued market discount (if any) with respect to the Notes as such Non-U.S. Holder had immediately prior to the adoption of the Proposed Amendments. There can be no assurance, however, that the IRS will not take a contrary position or that any such position, if taken, would not be sustained by a court. If the IRS were to successfully assert that a deemed exchange of the Notes occurred as a result of the adoption of the Proposed Amendments, the tax consequences to a Non-Tendering Non-U.S. Holder may differ from those described herein. Non-Tendering Non-U.S. Holders should consult their tax advisors regarding the potential tax consequences of the adoption of the Proposed Amendments.

Foreign Account Tax Compliance Act (“FATCA”)

Sections 1471 through 1474 of the Code and the Treasury Regulations and administrative guidance promulgated thereunder (commonly referred to as the “Foreign Account Tax Compliance Act” or “FATCA”) generally impose withholding at a rate of 30% in certain circumstances on interest payable on the Notes held by or through certain financial institutions (including investment funds), unless such institution (y) enters into, and complies with, an agreement with the IRS to report, on an annual basis, information with respect to interests in, and accounts maintained by, the institution that are owned by certain U.S. persons or by certain non-U.S. entities that are wholly or partially owned by U.S. persons and to withhold on certain payments, or (z) if required under an intergovernmental agreement between the United States and an applicable foreign country, reports such information to its local tax authority, which will exchange such information with the U.S. authorities. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. Similarly, interest payable on the Notes held by an investor that is a non-financial non-U.S. entity that does not qualify under certain exemptions will generally be subject to withholding at a rate of 30%, unless such entity either (y) certifies that such entity does not have any “substantial United States owners” or (z) provides certain information regarding the entity’s “substantial United States owners,” which we will in turn provide to the United States Department of the Treasury. Accordingly, the entity through which the Notes are held will affect the determination of whether withholding under the rules described in this paragraph is required. Each Holder should consult its tax advisor regarding the possible implications of these rules on payments pursuant to the Offer.

THE FOREGOING DISCUSSION IS NOT INTENDED TO BE A COMPLETE ANALYSIS OR DESCRIPTION OF ALL POTENTIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS OR ANY OTHER CONSIDERATIONS OF THE SALE OF THE NOTES PURSUANT TO THE OFFER. THUS, EACH HOLDER SHOULD CONSULT ITS TAX ADVISOR REGARDING THE SPECIFIC TAX CONSEQUENCES TO IT OF THE OFFER, INCLUDING TAX RETURN REPORTING REQUIREMENTS, AND THE APPLICABILITY AND EFFECT OF U.S. FEDERAL, STATE, LOCAL, FOREIGN AND OTHER APPLICABLE TAX LAWS.

THE DEALER MANAGER; THE TENDER AND INFORMATION AGENT

The Dealer Manager

BofA Securities, Inc. has been retained as the Dealer Manager (the “Dealer Manager”) in connection with the Offer and the Consent Solicitation. In its capacity as Dealer Manager, the Dealer Manager may contact Holders regarding the Offer and the Consent Solicitation and may request brokers, dealers, commercial banks, trust companies and other nominees to forward this Statement and related materials to beneficial owners of Notes.

The Company has agreed to pay the Dealer Manager a fee for its services as the Dealer Manager pursuant to a Dealer Manager Agreement and reimburse the Dealer Manager for certain expenses in connection with the Offer and Consent Solicitation. We also have agreed to indemnify the Dealer Manager against certain liabilities under the federal securities laws.

The Dealer Manager and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. From time to time, the Dealer Manager and its affiliates have provided, are currently providing and in the future may continue to provide investment banking, commercial banking and other financial services to us in the ordinary course of business for which they have received and will receive customary compensation. In the ordinary course of business, the Dealer Manager and its affiliates may participate in loans and actively trade the debt and equity securities of the Company, including the Notes, for their own account or for the accounts of customers and, accordingly, the Dealer Manager and its affiliates may at any time hold long or short positions in such securities. To the extent that the Dealer Manager or its affiliates own or hold any outstanding Notes during the Offer, they may tender such Notes pursuant to the terms of this Statement. BofA Securities, Inc. acts as a joint lead arranger and bookrunner and also the administrative agent and collateral agent in connection with the Company’s credit agreement governing its existing secured credit facilities that are being amended pursuant to the Secured Credit Facilities Upsize.

Questions about the Offer and the Consent Solicitation should be directed to the Dealer Manager at its address and telephone numbers set forth on the back cover of this Statement.

The Tender and Information Agent

Global Bondholder Services Corporation is acting as the Tender and Information Agent for the Offer and the Consent Solicitation. All deliveries, correspondence and questions sent or presented to the Tender and Information Agent relating to the Offer and the Consent Solicitation should be directed to its address or telephone numbers set forth on the back cover of this Statement.

We will pay the Tender and Information Agent reasonable and customary compensation for its services in connection with the Offer and the Consent Solicitation, plus reimbursement for reasonable out-of-pocket expenses in connection therewith. We will indemnify the Tender and Information Agent against certain liabilities and expenses in connection therewith, including liabilities under the federal securities laws.

Questions regarding the procedures for tendering Notes and delivering Consents and requests for additional copies of this Statement should be directed to the Tender and Information Agent at its address or telephone numbers set forth on the back cover of this Statement.

Solicitation

None of the Dealer Manager, the Tender and Information Agent, the Trustee, the Notes Collateral Agent, DTC, any registrar, paying agent or other person assumes any responsibility for the accuracy or completeness of the information contained in, or incorporated by reference into, this Statement or for any failure to disclose events that may have occurred and may affect the significance or accuracy of such information. None of the Company, its board of directors or officers, the Trustee, the Notes Collateral Agent,

the Tender and Information Agent, the Dealer Manager, DTC nor any of their respective affiliates makes any recommendation as to whether a Holder should or should not tender Notes or deliver Consents pursuant to the Offer and the Consent Solicitation.

FEES AND EXPENSES

Holders that tender Notes and deliver Consents will not be obligated to pay brokers' fees or commissions of the Dealer Manager on the purchase of Notes by us pursuant to the Offer and the Consent Solicitation.

The Company will pay all transfer taxes, if any, with respect to the Notes accepted for payment. If, however, the payment of the Total Consideration or the Tender Offer Consideration, as applicable, is being made to any person other than the holder of Notes tendered thereby, then, in such event, the amount of any transfer taxes (whether imposed on the Holder(s) or such other person(s)) payable on account of the transfer to such person will be deducted from the Total Consideration or the Tender Offer Consideration, as the case may be, unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

Brokers, dealers, commercial banks and trust companies will be reimbursed by us for reasonable and customary out-of-pocket expenses incurred by them in forwarding this Statement and related materials to beneficial owners of the Notes. We will not pay any fees or commissions to any broker, dealer or other person (other than the Dealer Manager and the Tender and Information Agent) in connection with the solicitation of tenders of Notes and Consents pursuant to the Offer and Consent Solicitation.

MISCELLANEOUS

No person has been authorized to give any information or make any representation on behalf of the Company that is not contained in this Statement, and, if given or made, such information or representation should not be relied upon.

Neither the Trustee nor the Notes Collateral Agent is responsible for, nor makes any representation as to, the validity, accuracy or adequacy of this Statement and any of its contents, and is not responsible for any statement or any act or omission of the Company, the Dealer Manager, the Tender and Information Agent, or any other person in this Statement or in any document issued or used in connection with it, the Offer and Consent Solicitation, or the Consents.

NONE OF THE COMPANY, THE COMPANY'S BOARD OF DIRECTORS OR OFFICERS, THE TRUSTEE, THE NOTES COLLATERAL AGENT, THE DEALER MANAGER, THE TENDER AND INFORMATION AGENT, DTC NOR ANY OF THEIR RESPECTIVE AFFILIATES MAKES ANY RECOMMENDATION TO ANY HOLDER AS TO WHETHER OR NOT TO TENDER NOTES OR DELIVER CONSENTS. HOLDERS MUST MAKE THEIR OWN DECISION AS TO WHETHER TO TENDER NOTES AND DELIVER CONSENTS, AS APPLICABLE.

Any questions regarding procedures for tendering Notes or requests for additional copies of this Statement should be directed to the Tender and Information Agent.

Tender and Information Agent:

Global Bondholder Services Corporation

Banks and Brokers Call: (212) 430-3774
All Others Call Toll Free: (855) 654-2014

By Facsimile:
(For Eligible Institutions Only):
(212) 430-3775/3779
Attn: Corporate Actions
For Confirmation:
(212) 430-3774

Email: contact@gbsc-usa.com

Any questions regarding the terms of the Offer and the Consent Solicitation should be directed to the Dealer Manager or such Holder's broker, dealer, commercial bank or trust company or nominee for assistance concerning the Offer and the Consent Solicitation:

BofA Securities

Attn: Debt Advisory
620 South Tryon Street, 20th Floor
Charlotte, North Carolina 28255
Attention: Debt Advisory
Call Collect: (980) 388-3646
Toll Free: (888) 292-0070
debt_advisory@bofa.com