

This document is important and requires your immediate attention. If you are in any doubt as to how to deal with it, you should consult your investment dealer, stock broker, bank manager, lawyer or other professional adviser. Neither the U.S. Securities and Exchange Commission nor any state securities commission or authority has passed upon the merits or fairness of the Tender Offer (as defined below), or passed upon the accuracy or adequacy of the disclosure in the Offer to Purchase (as defined below). Any representation to the contrary is unlawful and may be a criminal offense.

MONDELÉZ INTERNATIONAL, INC.

LETTER OF TRANSMITTAL

**Pursuant to the Offer to Purchase dated October 17, 2016
(as the same may be amended or supplemented from time to time, the “Offer to Purchase”)
Up to \$2,500,000,000 Combined Aggregate Principal Amount of the Securities Listed Below
Subject to the Applicable Priorities Set Forth Herein**

Title of Security	Security Identifier(s)	Applicable Call / Maturity Date	Principal Amount Outstanding (millions)	Acceptance Priority Level	Authorized Denominations	Early Participation Amount ⁽¹⁾	Reference Security/ Interpolated Rate	Bloomberg Reference Page/Screen	Fixed Spread (basis points)	Hypothetical Total Consideration ⁽²⁾
7.25 per cent. Notes due July 2018*†	ISIN: XS0377058614	July 18, 2018	£102.875	1	£50,000 and integral multiples of £1,000 in excess thereof	£30	1.250% UK Treasury due 07/22/2018	DMO2	65	£1,108.14
6.125% Notes due 2018††	CUSIP: 50075N AUB	February 1, 2018	\$559.730	2	\$2,000 and integral multiples of \$1,000 in excess thereof	\$30	0.875% U.S. Treasury due 01/31/2018	PX4	20	\$1,063.59
6.125% Notes due 2018††	CUSIP: 50075N AV6	August 23, 2018	\$396.883	3	\$2,000 and integral multiples of \$1,000 in excess thereof	\$30	1.000% U.S. Treasury due 08/15/2018	PX4	20	\$1,090.70
7.000% Notes due 2037††	CUSIP: 50075N AR5	August 11, 2037	\$145.111	4	\$2,000 and integral multiples of \$1,000 in excess thereof	\$30	2.500% U.S. Treasury due 05/15/2046	PX1	180	\$1,364.51
6.875% Notes due 2038††	CUSIP: 50075N AT1	February 1, 2038	\$256.962	5	\$2,000 and integral multiples of \$1,000 in excess thereof	\$30	2.500% U.S. Treasury due 05/15/2046	PX1	180	\$1,352.34
6.875% Notes due 2039††	CUSIP: 50075N AW4	January 26, 2039	\$196.119	6	\$2,000 and integral multiples of \$1,000 in excess thereof	\$30	2.500% U.S. Treasury due 05/15/2046	PX1	180	\$1,362.17
6½% Notes due 2031***††	CUSIP: 50075N AC8	November 1, 2031	\$378.038	7	\$1,000 and integral multiples of \$1,000 in excess thereof	\$30	2.500% U.S. Treasury due 05/15/2046	PX1	110	\$1,330.68
5.375% Notes due 2020††	CUSIP: 50075N BA1	February 10, 2020	\$692.234	8	\$2,000 and integral multiples of \$1,000 in excess thereof	\$30	1.250% U.S. Treasury due 01/31/2020	PX5	30	\$1,127.30

Title of Security	Security Identifier(s)	Applicable Call / Maturity Date	Principal Amount Outstanding (millions)	Acceptance Priority Level	Authorized Denominations	Early Participation Amount ⁽¹⁾	Reference Security/ Interpolated Rate	Bloomberg Reference Page/Screen	Fixed Spread (basis points)	Hypothetical Total Consideration ⁽²⁾
6.500% Notes due 2040††	CUSIP: 50075N AZ7	February 9, 2040	\$534.742	9	\$2,000 and integral multiples of \$1,000 in excess thereof	\$30	2.500% U.S. Treasury due 05/15/2046	PX1	155	\$1,362.65
4.00% Notes due 2024	CUSIP: 609207 AB1	November 1, 2023	\$1,750.000	10	\$2,000 and integral multiples of \$1,000 in excess thereof	\$30	1.500% U.S. Treasury due 08/15/2026	PX1	30	\$1,124.96
4.500% Notes due 2035***	ISIN: XS1324085304	September 3, 2035	£400.000	11	£100,000 and integral multiples of £1,000 in excess thereof	£30	4.500% UK Treasury due 09/07/2034	DMO2	135	£1,223.71
3.875% Notes due 2045***	ISIN: XS1197275966	December 6, 2044	£450.000	12	£100,000 and integral multiples of £1,000 in excess thereof	£30	3.250% UK Treasury due 01/22/2044	DMO2	135	£1,138.41
2.375% Notes due 2021***	ISIN: XS1003251441	January 26, 2021	€1,250.000	13	€100,000 and integral multiples of €1,000 in excess thereof	€30	January 2021 Interpolated Swap Rate	ICAE1	10	€1,100.90
2.375% Notes due 2035***	ISIN: XS1197273755	December 6, 2034	€750.000	14	€100,000 and integral multiples of €1,000 in excess thereof	€30	December 2034 Interpolated Swap Rate	ICAE1	100	€1,076.59
1.625% Notes due 2027***	ISIN: XS1197270819	December 8, 2026	€750.000	15	€100,000 and integral multiples of €1,000 in excess thereof	€30	December 2026 Interpolated Swap Rate	ICAE1	60	€1,055.82
1.625% Notes due 2023***	ISIN: XS1346872580	October 20, 2022	€700.000	16	€100,000 and integral multiples of €1,000 in excess thereof	€30	October 2022 Interpolated Swap Rate	ICAE1	28	€1,077.87
1.000% Notes due 2022***	ISIN: XS1197269647	December 7, 2021	€500.000	17	€100,000 and integral multiples of €1,000 in excess thereof	€30	December 2021 Interpolated Swap Rate	ICAE1	20	€1,042.93

* Listed on the London Stock Exchange.

** Admitted to trading on the Regulated Market of the Luxembourg Stock Exchange.

*** Listed on the New York Stock Exchange LLC.

† Originally issued by Cadbury Schweppes Finance p.l.c.

†† Issuer formerly known as Kraft Foods Inc.

(1) The Total Consideration payable for each series of Securities will be a price per \$1,000, £1,000 or €1,000 principal amount of such series of Securities validly tendered on or prior to the Early Participation Date and accepted for purchase by us is calculated using the applicable Fixed Spread and includes the Early Participation Amount. In addition, holders whose Securities are accepted will also receive Accrued Interest on such Securities.

(2) Per \$1,000, £1,000 or €1,000 principal amount of Securities and assuming that the Reference Yield (as defined in this Offer to Purchase) had been measured at 10:00 a.m., New York City time, on October 14, 2016.

The Tender Offer (as defined below) will expire at 11:59 p.m., New York City time on November 14, 2016, unless extended by us (such date and time, as the same may be extended, the “Expiration Date”). Holders of Securities must validly tender and not validly withdraw their Securities on or before 5:00 p.m., New York City time, on October 28, 2016,

unless extended by us (such date and time, as the same may be extended, the “*Early Participation Date*”) in order to receive the applicable Total Consideration (as defined below) for their tendered Securities. Holders of Securities who validly tender their Securities after the Early Participation Date but prior to the Expiration Date will only receive the applicable “Tender Offer Consideration”, which is equal to the applicable Total Consideration minus the early participation amount for the applicable series of Securities set forth in the table above (the “*Early Participation Amount*”).

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

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

*By Facsimile Transmission:
(for Eligible Institutions Only):*
(212) 430-3775
Confirmation: (212) 430-3774
Attention: Corporate Actions

Delivery of this Letter of Transmittal to an address other than as set forth above will not constitute valid delivery. The instructions contained herein and in the Offer to Purchase should be read carefully before this Letter of Transmittal is completed. All capitalized terms used herein, but not defined herein, have the meanings ascribed to them in the Offer to Purchase.

IMPORTANT INFORMATION

The instructions contained herein should be read carefully before this Letter of Transmittal (as defined below) is completed and signed. All capitalized terms used and not defined herein shall have the meanings ascribed to them in the related Offer to Purchase, dated October 17, 2016 (as the same may be amended or supplemented from time to time, the “*Offer to Purchase*”). Unless otherwise specified herein, all terms and conditions contained in the Offer to Purchase are deemed to be incorporated in and form a part of this Letter of Transmittal, including the Financing Condition (as defined in the Offer to Purchase). To the extent there is any conflict between the terms and conditions of this Letter of Transmittal and the terms and conditions of the Offer to Purchase, the terms and conditions of the Offer to Purchase shall control. Therefore, you are urged to read the Offer to Purchase carefully.

Upon the terms and subject to the conditions described in the Offer to Purchase, Mondelēz International, Inc. (the “*Company*,” “*we*,” or “*us*”) is offering to purchase for cash (the “*Tender Offer*”) the Company’s securities listed in the table above (collectively, the “*Securities*” and each a “*series*” of Securities) in an aggregate principal amount (U.S. Dollar equivalent) of up to \$2,500,000,000 (the “*Maximum Amount*”). Securities denominated in U.S. Dollars are referred to herein as the “*Dollar Securities*,” Securities denominated in Sterling are referred to herein as the “*Sterling Securities*” and Securities denominated in Euro are referred to herein as the “*Euro Securities*.”

Holders of Sterling and Euro Securities may not use this Letter of Transmittal and must tender their Securities through the applicable procedures of Clearstream Banking, société anonyme (“*Clearstream*”) or Euroclear Bank S.A./N.V. (“*Euroclear*”), as described in the Offer to Purchase. This Letter of Transmittal should only be used by holders of Dollar Securities to tender Securities by book-entry transfer to the Tender Agent’s account at The Depository Trust Company (“*DTC*”) as described herein. You may withdraw tendered Securities at any time on or prior to the Withdrawal Date, but not thereafter. We reserve the right, but are not obligated, to increase the Maximum Amount in our sole and absolute discretion without extending the Early Participation Date or the Withdrawal Date or otherwise reinstating withdrawal rights, except as required by applicable law.

HOLDERS OF SECURITIES WHO WISH TO BE ELIGIBLE TO RECEIVE THE TOTAL CONSIDERATION, WHICH INCLUDES THE EARLY PARTICIPATION AMOUNT, MUST VALIDLY TENDER THEIR SECURITIES TO THE TENDER AGENT ON OR PRIOR TO THE EARLY PARTICIPATION DATE AND NOT WITHDRAW THEIR SECURITIES ON OR PRIOR TO THE WITHDRAWAL DATE. HOLDERS WHO VALIDLY TENDER THEIR SECURITIES TO THE TENDER AGENT AFTER THE EARLY PARTICIPATION DATE BUT AT OR ON OR PRIOR TO THE EXPIRATION DATE WILL ONLY BE ELIGIBLE TO RECEIVE THE TENDER OFFER CONSIDERATION, WHICH EXCLUDES THE EARLY PARTICIPATION AMOUNT.

Subject to applicable law, the Tender Offer may be amended, extended, terminated or withdrawn with respect to one or more series of Securities. If the Tender Offer is terminated with respect to any series of Securities without Securities of such Series being accepted for purchase, Securities of such Series tendered pursuant to the Tender Offer will promptly be returned to the tendering holders. Securities tendered pursuant to the Tender Offer and not purchased due to the priority acceptance procedures, proration or a defect in the tender will be returned to the tendering holders promptly following the Expiration Date or, if the Tender Offer is fully subscribed as of the Early Participation Date, promptly following the Early Participation Date. **There will be no proration for notes tendered in Acceptance Priority Levels 1 through 7, even if 100% of each series of Securities is validly tendered in the Tender Offer prior to the Early Participation Date (assuming no change in foreign exchange rates).**

The Tender Offer is not conditioned upon any minimum amount of Securities being tendered, and the Tender Offer may be amended, extended, terminated or withdrawn in whole or with respect to one or more series of Securities. If the purchase of all Securities validly tendered in the Tender Offer on or prior to the Expiration Date would cause the maximum principal amount of Securities to be purchased to exceed the Maximum Amount, then the Tender Offer will be oversubscribed. If the Tender Offer is oversubscribed, Securities will be accepted in accordance with their Acceptance Priority Levels, set forth in Table I, with 1 being the highest Acceptance Priority Level and 17 being the lowest.

As a result, on the Early Payment Date and Final Payment Date, as applicable, all Securities of a series having a higher Acceptance Priority Level will be accepted for purchase before any Security of a series having a lower Acceptance Priority Level is accepted. If there are sufficient remaining funds to purchase some, but not all, of

the remaining tendered Securities of a series in any Acceptance Priority Level without exceeding the Maximum Amount, we will accept for payment such tendered Securities on a prorated basis, with the proration factor for such series depending on the aggregate principal amount (converted into U.S. Dollars where applicable as described above) of Securities of such series validly tendered.

All Securities tendered prior to or at the Early Participation Date will have priority over Securities tendered after the Early Participation Date. If the principal amount of Securities validly tendered prior to or at the Early Participation Date constitutes a principal amount of Securities that, if accepted by us, would result in the Tender Offer being oversubscribed, we will not accept any Securities tendered after the Early Participation Date unless we increase the Maximum Amount.

The Dollar Securities may be tendered and accepted for payment only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof except for the 6.50% Notes due 2031 which may be tendered and accepted for payment only in principal amounts equal to minimum denominations of 1,000 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 Securities must continue to hold Securities in the applicable minimum authorized denomination. To avoid returning Dollar Securities to any holder that are not in an authorized denomination, if we accept some but not all Dollar Securities of any Acceptance Priority Level, the amount of such Dollar Securities tendered by any holder will be multiplied by the applicable proration factor and rounded down to the nearest \$1,000 principal amount and the remainder will be returned to such holder; provided that if the principal amount returned to a holder of Dollar Securities of any series would be less than the minimum authorized denomination for such series, such amount returned will be rounded up to the next authorized denomination for such series.

By the execution hereof, the undersigned acknowledges receipt of the Offer to Purchase and this Letter of Transmittal and the instructions hereto (the "*Letter of Transmittal*") with respect to the Tender Offer with respect to the Securities, upon the terms and subject to the satisfaction or waiver by the Company of the conditions set forth in the Offer to Purchase and in this Letter of Transmittal.

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

Credit Suisse Securities (USA) LLC ("*Credit Suisse*"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("*Merrill Lynch*"), Mizuho Securities USA Inc. ("*Mizuho*"), Goldman, Sachs & Co., HSBC Securities (USA) Inc., J.P. Morgan Securities LLC and MUFG Securities Americas Inc. are the lead dealer managers (the "Lead Dealer Managers") and BNP Paribas Securities Corp., Deutsche Bank Securities Inc., SG Americas Securities, LLC, Wells Fargo Securities, LLC, BBVA Securities Inc., Commerz Markets LLC, Credit Agricole Securities (USA) Inc., Santander Investment Securities Inc., TD Securities (USA) LLC and The Williams Capital Group, L.P. are the co-dealer managers (the "*Co-Dealer Managers*," and together with the Lead Dealer Managers, the "*Dealer Managers*"). The addresses and telephone numbers of Credit Suisse, Merrill Lynch, Mizuho, the Information Agent and the Tender Agent are set forth on the back cover of this Letter of Transmittal. See Instruction 9 below.

Your bank or broker can assist you in completing this Letter of Transmittal. The instructions included with this Letter of Transmittal and in the Offer to Purchase must be followed. Questions and requests for assistance or for additional copies of the Offer to Purchase, this Letter of Transmittal or related materials must be directed to Global Bondholder Services Corporation (which is the Tender Agent for the Tender Offer, as well as the Information Agent for the Tender Offer, referred to in this Letter of Transmittal variously as "*Tender Agent*," "*Information Agent*" and "*Tender and Information Agent*"), Credit Suisse, Merrill Lynch or Mizuho.

All of the Securities are held in book-entry form through the facilities of DTC, Clearstream or Euroclear, as applicable. This Letter of Transmittal is to be used by holders of Dollar Securities wishing to tender by effecting a book-entry transfer into the account of the Tender Agent at DTC. Securities held through DTC may only be tendered by book-entry transfer to the Tender Agent's account at DTC. As described in the Offer to Purchase, a valid tender of Securities held through DTC requires BOTH delivery of the Securities to the Tender Agent through book-entry transfer AND EITHER (i) delivery to the Tender Agent of a duly executed Letter of Transmittal in accordance with the instructions herein OR (ii) delivery to the Tender Agent of an "agent's message" through the DTC Automated Tender Offer Program ("*ATOP*").

If you are tendering Securities through DTC's ATOP or if you hold your Securities through Clearstream or Euroclear, you should not send a Letter of Transmittal to the Tender Agent since confirmation of eligibility will be made through the ATOP instruction process or the Tender Instructions received by Clearstream or Euroclear, as applicable. For a description of procedures to be followed in order to tender Securities through ATOP or Securities held through Clearstream or Euroclear, please see "The Tender Offer—Procedures for Tendering Securities" in the Offer to Purchase.

Unless you intend to transfer your Securities through ATOP procedures, if you hold Securities through DTC, you should complete, execute and deliver this Letter of Transmittal to indicate the action you desire to take with respect to the Tender Offer and deliver it to the Tender Agent as provided herein and in the Offer to Purchase. **DELIVERY OF DOCUMENTS TO DTC DOES NOT CONSTITUTE DELIVERY TO THE TENDER AGENT.** You may submit only one Letter of Transmittal in respect of any series of Securities tendered.

The Tender Offer is subject to the satisfaction or waiver by the Company of certain conditions specified in the Offer to Purchase.

THIS LETTER OF TRANSMITTAL DOES NOT CONSTITUTE AN OFFER TO PURCHASE SECURITIES IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER UNDER APPLICABLE SECURITIES OR BLUE SKY LAWS. THE DELIVERY OF THIS LETTER OF TRANSMITTAL SHALL NOT, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE, OR THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION SET FORTH HEREIN OR IN THE OFFER TO PURCHASE OR RELATED DOCUMENTS OR ANY DOCUMENTS INCORPORATED HEREIN BY REFERENCE, OR IN THE COMPANY'S AFFAIRS SINCE THE DATE HEREOF.

TENDER OF SECURITIES

List below the Securities to which this Letter of Transmittal relates. If the space provided in the below "Description of Securities" is inadequate, list the principal amounts of the Securities being tendered on a separately executed schedule and affix the schedule to this Letter of Transmittal.

This form need not be completed by holders tendering Securities through DTC's ATOP.

DESCRIPTION OF SECURITIES:		
NAME(S) AND ADDRESS(ES) OF HOLDER(S) AND HOLDER'S DTC ACCOUNT NUMBER IN WHICH SECURITIES ARE HELD (PLEASE FILL IN, IF BLANK)	SERIES OF SECURITIES*	PRINCIPAL AMOUNT TENDERED
TOTAL PRINCIPAL AMOUNT OF SECURITIES		
* Indicate the series of Securities by maturity and Security Identifier.		

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

Ladies and Gentlemen:

Upon the terms and subject to the satisfaction or waiver by the Company of the conditions of the Tender Offer, the undersigned hereby tenders to the Company the principal amount of Securities indicated above.

Subject to, and effective upon, the acceptance for purchase of, and payment for, the principal amount of Securities tendered with this Letter of Transmittal in accordance with the terms and subject to the satisfaction or waiver by the Company of the conditions of the Tender Offer, the undersigned hereby (1) irrevocably sells, assigns and transfers to the Company all right, title and interest in and to the Securities that are being tendered hereby, (2) waives any and all other rights with respect to such Securities (including, without limitation, any existing or past defaults and their consequences in respect of such Securities, and the applicable indenture(s) governing such Securities), and (3) releases and discharges the Company from any and all claims the undersigned may have now, or may have in the future, arising out of, or related to, such Securities, including, without limitation, any claims that the undersigned is entitled to receive additional principal or interest payments with respect to such Securities, or to participate in any redemption or defeasance of such Securities.

The undersigned hereby irrevocably constitutes and appoints the Tender Agent as the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Tender Agent also acts as the agent of the Company in connection with the Tender Offer) with respect to such Securities, with full power of substitution and resubstitution (such power-of-attorney being deemed to be an irrevocable power coupled with an interest) to (1) present such Securities and all evidences of transfer and authenticity to, or transfer ownership of, such Securities on the account books maintained by DTC to, or upon the order of, the Company, (2) present such Securities for transfer of ownership on the books of the Company and (3) receive all benefits and otherwise exercise all rights of beneficial ownership of such Securities, all in accordance with the terms and conditions of the Tender Offer as described in the Offer to Purchase and this Letter of Transmittal.

The undersigned understands that tenders of Securities may be withdrawn in the limited circumstances described in the Offer to Purchase. The undersigned further understands that, except as required by law, tenders of Securities may not be withdrawn after the Withdrawal Date. While initially the Early Participation Date (*i.e.*, the deadline for holders to tender Securities if they desire to be eligible to receive the Total Consideration, including the Early Participation Amount) is the same date as the Withdrawal Date (*i.e.*, the deadline for holders to withdraw previously tendered Securities), the Company reserves the right to extend the Early Participation Date without extending the Withdrawal Date and the right to withdraw previously tendered Securities.

The undersigned understands that tenders of Securities may be withdrawn by written notice of withdrawal received by the Tender Agent at any time on or prior to the Withdrawal Date as described in the Offer to Purchase. The undersigned further understands that tendered Securities may not be withdrawn after the Withdrawal Date, except in the limited circumstances described in the Offer to Purchase and herein.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Securities tendered hereby, and that when such Securities are accepted for purchase and payment by the Company, the Company will acquire good title thereto, free and clear of all liens, restrictions, charges, claims, equitable interests and encumbrances, and not subject to any adverse claim or right. The undersigned will, upon request, execute and deliver any additional documents deemed by the Tender Agent or the Company to be necessary or desirable to complete the tender sale, assignment and transfer of the Securities tendered hereby.

The undersigned understands that tenders of Securities pursuant to the procedures described in the Offer to Purchase and in the instructions hereto and acceptance thereof by the Company will constitute a binding agreement between the undersigned and the Company, upon the terms and subject to the satisfaction or waiver by the Company of the conditions of the Tender Offer, including the terms contained in the Offer to Purchase under "The Tender Offer—Compliance with 'Short Tendering' Rule", which agreement will be governed by, and construed in accordance with, the laws of the State of New York.

In consideration for the purchase of the Securities pursuant to the Tender Offer, the undersigned hereby waives, releases, forever discharges and agrees not to sue the Company, or any of its former, current or future directors, officers, employees, agents, subsidiaries, affiliates, stockholders, predecessors, successors, assigns or other representatives, as to any and all claims, demands, causes of action and liabilities of any kind and under any theory whatsoever, whether known or unknown, by reason of any act, omission, transaction or occurrence, that the undersigned ever had, now has, or hereafter may have against the Company, as a result of or in any manner related to:

- the undersigned's purchase or ownership of the Securities or disposition of the Securities pursuant to the Tender Offer; and/or
- any change, including, without limitation, decline in the value thereof, up to and including the applicable Payment Date (and thereafter, to the extent the holder retains Securities).

Without limiting the generality or effect of the foregoing, upon the purchase of Securities pursuant to the Tender Offer, the Company shall obtain all rights relating to the undersigned's ownership of Securities (including, without limitation, the right to all interest payable on the Securities), and any and all claims relating thereto.

For purposes of the Tender Offer, the undersigned understands that the Company will be deemed to have accepted for purchase validly tendered Securities if, as and when the Company gives oral or written notice thereof, to the Tender Agent.

The undersigned understands that the Company's obligation to accept for purchase and to pay for Securities validly tendered pursuant to the Tender Offer is conditioned upon satisfaction or waiver by the Company of the conditions to the Tender Offer. See "The Tender Offer—Conditions to the Tender Offer" in the Offer to Purchase. Any Securities not accepted for purchase will be credited to the account maintained at DTC from which such Securities were delivered.

All authority conferred or agreed to be conferred by this Letter of Transmittal shall survive the death or incapacity of the undersigned (if an individual), or the dissolution of the undersigned (if a legal entity), and every obligation of the undersigned under this Letter of Transmittal shall be binding upon the undersigned's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives. The undersigned understands that the delivery and surrender of the Securities is not effective, and the risk of loss of the Securities does not pass to the Tender Agent, until receipt by the Tender Agent of this Letter of Transmittal (or a manually signed facsimile hereof) properly completed and duly executed, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company, or, with respect to Securities delivered by book-entry transfer, receipt of an agent's message. All questions as to the form of documents, and the validity (including time of receipt) and acceptance of tenders and withdrawals of Securities will be determined by the Company, in its sole discretion, which determination shall be final and binding.

Unless otherwise indicated under "Special Payment Instructions" below, the undersigned hereby requests that a check for the Total Consideration or the Tender Offer Consideration, as the case may be, plus accrued and unpaid interest up to, but not including, the Early Payment Date or the Final Payment Date, as the case may be, for any Securities tendered hereby that are purchased (and any accompanying documents, as appropriate), be issued in the name(s) of the holder(s) appearing under the "Description of Securities." Similarly, unless otherwise indicated under "Special Delivery Instructions," the undersigned hereby requests that the check for the Total Consideration or the Tender Offer Consideration, as the case may be, plus accrued and unpaid interest up to, but not including, the Early payment Date or the Final Payment Date, as the case may be, be mailed (and any accompanying documents, as appropriate), be returned, to the address(es) of the holder(s) appearing under the "Description of Securities." In the event that both the Special Payment Instructions and the Special Delivery Instructions are completed, the undersigned hereby requests that the check for the Total Consideration or the Tender Offer Consideration, as the case may be, plus accrued and unpaid interest up to, but not including, the Early Payment Date or the Final Payment Date, as the case may be, be issued (and any accompanying documents, as appropriate), be returned, to the person or persons so indicated. In the case of a book-entry transfer of Securities, the undersigned hereby requests that the account maintained at DTC from which the Securities were delivered be credited with any Securities not tendered or not accepted for purchase. The undersigned recognizes that the Company does not have any obligation pursuant to

the Special Payment Instructions to transfer any Securities from the name of the holder thereof, if the Company does not accept for purchase, any of the Securities so tendered.

PLEASE SIGN HERE

(To Be Completed By All Tendering holders Unless a holder is Tendering Through ATOP)

This Letter of Transmittal must be signed by the registered holder(s) of Securities exactly as their name(s) appear(s) on a security position listing as the owner of Securities on the books of DTC or its participants, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Letter of Transmittal. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Company of such person's authority to so act. See Instruction 4 below.

If the signature appearing below is not of the registered holder(s) of the Securities, then the registered holder(s) must sign a valid proxy in favor of the person whose signature appears below. The signature on the proxy must be guaranteed by an Eligible Institution. The proxy should accompany this Letter of Transmittal.

X _____

X _____

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

Dated: _____, 2016

Name(s): _____

(Please Print)

Capacity: _____

Address: _____

(Including Zip Code)

Area Code and Telephone No.: () _____

(PLEASE COMPLETE THE ENCLOSED IRS FORM W-9 OR APPLICABLE IRS FORM W-8, AS APPROPRIATE)

SIGNATURE GUARANTEE

(If required - See Instructions 1 and 5 below)

(Place Medallion Guarantee in space provided below)

(Name of Eligible Institution)

(Address (including Zip Code) and Telephone Number (including Area Code) of Firm)

(Authorized Signature)

(Printed Name)

(Title)

Dated: _____, 2016

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 4, 5, 6 and 7)

To be completed ONLY if checks constituting payments for Securities to be purchased in connection with the Tender Offer are to be issued to the order of someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal.

Issue: Notes
 Checks
(check as applicable)

Name(s): _____
(Please Print)

Address: _____
(Please Print)

Address: _____
(Include Zip Code)

Taxpayer Identification Number or Social Security Number
(Complete the enclosed IRS Form W-9 or the applicable IRS Form W-8, as appropriate)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 4, 5, 6 and 7)

To be completed ONLY if checks constituting payments for Securities to be purchased in connection with the Tender Offer are to be sent to the holder at an address different from that shown in the box entitled “Description of Securities” within this Letter of Transmittal.

Deliver: Notes
 Checks
(check as applicable)

Name(s): _____
(Please Print)

Address: _____
(Please Print)

Address: _____
(Include Zip Code)

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

1. Guarantee of Signatures. Signatures on this Letter of Transmittal must be guaranteed by a member or participant in a recognized Medallion Signature Guarantee Program approved by The Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchange Medallion Program, or any other “eligible guarantor institution” as such term is defined in Rule 17Ad-15 under the Exchange Act (each, an “*Eligible Institution*”), unless the Securities tendered by this document are tendered (1) by a registered holder of Securities who has not completed any of the boxes entitled “Special Payment Instructions” or “Special Delivery Instructions” in this Letter of Transmittal, or (2) for the account of an Eligible Institution. If the Securities are registered in the name of a person other than the signer of this Letter of Transmittal, or if Securities not tendered or not accepted for purchase are to be returned to a person other than the registered holder, then the signature on this Letter of Transmittal accompanying the tendered Securities must be guaranteed by an Eligible Institution, as described above. Beneficial owners whose Securities are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to tender Securities so registered. See “The Tender Offer—Procedures for Tendering Securities—Signature Guarantees” in the Offer to Purchase.

2. Requirements of Tender. This Letter of Transmittal is being supplied to persons who hold Securities in book-entry form through DTC. Tenders of Securities held through DTC must be made pursuant to the procedures described in the Offer to Purchase under “The Tender Offer—Procedures for Tendering Securities—Procedures for Tendering Securities Held through DTC.” For a holder to validly tender Securities pursuant to the Tender Offer, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), together with any signature guarantees and any other documents required by these instructions, or, with respect to Securities tendered by book-entry transfer, an agent’s message must be received by the Tender Agent at its address set forth herein on or prior to or at the Early Participation Date or the Expiration Date, as the case may be, and such Securities must be transferred pursuant to the procedures for book-entry transfer described in the Offer to Purchase under “The Tender Offer—Procedures for Tendering Securities”, on or prior to the Early Participation Date or Expiration Date, as the case may be, *provided, however*, that holders who tender Securities after the Early Participation Date, but at or before the Expiration Date, will only be eligible to receive the Tender Offer Consideration.

The method of delivery of this Letter of Transmittal, the Securities and all other required documents, including delivery through DTC and acceptance of an agent’s message transmitted through ATOP, is at the option and risk of the tendering holder. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed for such items to reach the Tender Agent on or prior to the Early Participation Date or Expiration Date, as the case may be.

No alternative, conditional or contingent tenders will be accepted. All tendering holders, by executing this Letter of Transmittal (or a manually signed facsimile thereof) or tendering through ATOP, waive any right to receive any notice of the acceptance of their Securities for payment.

3. Withdrawal of Tenders. Securities may be validly withdrawn until the Withdrawal Date but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law. The Withdrawal Date is 5:00 p.m., New York City time, on October 28, 2016, unless otherwise extended with respect to any one or more of the Tender Offer by the Company. The Company, in its sole discretion, may extend the Withdrawal Date for any reason.

For a withdrawal of tendered Securities to be valid, a written or facsimile transmission notice of withdrawal (or a properly transmitted “Request Message” through ATOP) must be received by the Tender Agent on or prior to the Withdrawal Date at its address set forth on the back cover of this Letter of Transmittal.

Any such notice of withdrawal must (1) specify the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Securities, (2) contain the description of the Securities to be withdrawn and the aggregate principal amount represented by such Securities, (3) if other than a notice transmitted through ATOP, be signed by the holder of such Securities in the same manner as the original signature on the Letter of Transmittal by which such Securities were tendered (including any required signature guarantees), or be accompanied by (a) documents of transfer sufficient to have the transfer of the Securities

registered into the name of the person withdrawing such Securities and (b) a properly completed irrevocable proxy authorizing such person to effect such withdrawal on behalf of such holder and (4) the name and number of the account at the book-entry transfer facility to be credited with the withdrawn Securities. If the Securities to be withdrawn have been otherwise identified to the Tender Agent, a Request Message or a signed notice of withdrawal is effective immediately upon written or facsimile notice of such withdrawal, even if physical release is not yet effected.

If you tendered your Securities through a custodial entity and wish to withdraw your Securities, you will need to make arrangements for withdrawal with your custodian or nominee. Your ability to withdraw the tender of your Securities will depend upon the terms of the arrangements you have made with your custodian or nominee and, if your custodian or nominee is not the DTC participant tendering those Securities, the arrangements between your custodian and such DTC participant, including any arrangements involving intermediaries between your custodian and such DTC participant.

Any valid withdrawal of tendered Securities may not be rescinded, and any Securities validly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer. Securities validly withdrawn may thereafter be re-tendered at any time before the Expiration Date by following the procedures described in the Offer to Purchase under “The Tender Offer—Procedures for Tendering Securities” at any time on or prior to the Expiration Date.

The Company will determine, in its sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender, which determination will be final and binding. None of the Company, the Tender Agent, the Lead Dealer Managers, the Co-Dealer Managers, the Information Agent, the trustees for the Securities or any registrar, paying agent or other person will be under any obligation to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

Holders can withdraw the tender of their Securities only in accordance with the procedures described herein.

If the Company is delayed in its acceptance for purchase of, or payment for, any Securities or is unable to accept for purchase or pay for any Securities pursuant to the Tender Offer for any reason, then, without prejudice to the Company’s rights hereunder, but subject to applicable law, tendered Securities may be retained by the Tender Agent on behalf of the Company and may not be validly withdrawn (subject to Rule 14e-1(c) under the Exchange Act, which requires that the Company pay the consideration offered or return the Securities deposited by or on behalf of holders promptly after the termination or withdrawal of the Tender Offer).

4. Signatures on this Letter of Transmittal. If this Letter of Transmittal is signed by the registered holder(s), the signature must correspond exactly with the name(s) as it appears on the security position listing without any change whatsoever.

If any of the Securities tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal. If any tendered Securities are registered in different names, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal.

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

5. Special Payment and Special Delivery Instructions. Tendering holders should indicate in the applicable box or boxes above, the name and address to which Securities for principal amounts not tendered or not accepted for purchase or checks representing the Total Consideration or the Tender Offer Consideration, as the case may be, for Securities to be purchased in connection with the Tender Offer are to be issued or sent, if different from the name and address of the registered holder signing this Letter of Transmittal. In the case of issuance of checks in a different name, the taxpayer identification or social security number of the person named must also be indicated. If no instructions are given, Securities not tendered or not accepted for purchase will be returned by crediting the account at DTC from which the Securities were transferred. See Instruction 7 for information regarding transfer taxes that may apply if special payment or special delivery instructions are given.

6. Tax Withholding.

Under current U.S. federal income tax law, the Tender Agent may be required to withhold a portion of any payments made to certain holders (or other payees) pursuant to the Tender Offer. To avoid backup withholding, a tendering holder that is a U.S. person for U.S. federal income tax purposes (including a resident alien) (“U.S. Holder”) must provide the Tender Agent with such holder’s correct Taxpayer Identification Number (“TIN”) and certify that it is not subject to backup withholding by properly completing the enclosed Internal Revenue Service (“IRS”) Form W-9, or otherwise establish a basis for exemption from backup withholding. Exempt U.S. Holders should indicate their exempt status on the IRS Form W-9. If the Tender Agent is not provided with the correct TIN or an adequate basis for an exemption from backup withholding, a tendering holder may be subject to penalties imposed by the IRS, and the payments pursuant to the Tender Offer made to such holder may be subject to backup withholding at the applicable rate. Backup withholding is not an additional tax. Rather, any amounts withheld generally will be creditable against a holder’s U.S. federal income tax liability, if any, and if withholding results in an overpayment of taxes, the holder may obtain a refund from the IRS, provided that, in each case, the required information is timely furnished to the IRS. For further information concerning backup withholding and instructions for completing IRS Form W-9 (including how to obtain a TIN if you do not have one, and how to complete IRS Form W-9 if the Securities are held in more than one name), consult the instructions on the IRS Form W-9 enclosed with this Letter of Transmittal.

To prevent backup withholding, each tendering U.S. Holder must provide its correct TIN by properly completing IRS Form W-9 or otherwise establish an exemption from backup withholding. For additional instructions, please consult the “General Instructions” on the enclosed IRS Form W-9.

Certain holders (including, among others, certain corporations and foreign persons) are not subject to these backup withholding and reporting requirements. Exempt U.S. Holders should indicate their exempt status on the IRS Form W-9. A tendering holder that is a non-U.S. person for U.S. federal income tax purposes may qualify as an exempt recipient by submitting to the Tender Agent a properly completed IRS Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8IMY or other applicable form, as applicable, attesting to that holder’s non-U.S. status. In addition, as described in the Offer to Purchase, a tendering holder that is a non-U.S. person for U.S. federal income tax purposes must submit the appropriate IRS Form W-8, properly completed, in order to establish (if applicable) that it is exempt from, or entitled to a reduced rate of, withholding with respect to any payment to such holder that is attributable to accrued but unpaid interest on the Securities. The appropriate IRS Form W-8 may be obtained from the IRS website at www.irs.gov or by contacting the Tender Agent.

If you provide special payment instructions in accordance with Instruction 5 above, the person named in such payment instructions must also complete a IRS Form W-9 or appropriate IRS Form W-8, as applicable.

FAILURE TO COMPLETE IRS FORM W-9 OR THE APPROPRIATE IRS FORM W-8 MAY RESULT IN BACKUP WITHHOLDING ON ANY PAYMENTS MADE TO YOU PURSUANT TO THE TENDER OFFER. FOR ADDITIONAL INFORMATION, PLEASE CONSULT THE ENCLOSED IRS FORM W-9 OR THE APPLICABLE FORM W-8.

7. Transfer Taxes. The Company will pay all transfer taxes, if any, applicable to the purchase and transfer of Securities pursuant to the Tender Offer. If, however, payment of the applicable consideration is being made to any person other than the registered holder of Securities tendered thereby or if tendered Securities are registered in the name of any person other than the person(s) signing this Letter of Transmittal or electronically transmitting acceptance through ATOP, then the amount of any transfer taxes payable on account of the payment of the applicable consideration being made to such other person (whether imposed on the registered holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of such tax or exemption from payment is not submitted to the Company, then the amount of that transfer tax will be deducted from the Tender Offer Consideration or the Total Consideration, as applicable, otherwise payable to the tendering holder. Except as provided in this Instruction 7, it will not be necessary for transfer stamps to be affixed to the certificates listed in this Letter of Transmittal.

8. Irregularities. 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 will 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 Securities that are not in proper form, or the acceptance of which would, in the Company’s judgment, 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 Tender Offer, or any defects or irregularities in the tender of particular Securities, whether or not similar defects or irregularities are waived in respect of other Securities. The Company's interpretations of the terms and conditions of the Tender Offer will be final and binding. Any defect or irregularity in connection with tenders of Securities must be cured within such time as the Company determines, unless waived by the Company in its sole discretion, which determination will be final and binding. Tenders of Securities 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 Tender Agent, the Dealer Managers, the Information Agent, the trustees for the Securities, or any registrar, agent or other person will be under any duty to give notice of any defects or irregularities in tenders of Securities, or will incur any liability to holders for failure to give any such notice.

9. Requests for Assistance or Additional Copies. Questions relating to the procedures for tendering Securities, and requests for assistance or additional copies of the Offer to Purchase, this Letter of Transmittal or related materials may be directed to, and additional information about the Tender Offer may be obtained from, the Information Agent, Credit Suisse, Merrill Lynch or Mizuho, whose addresses and telephone numbers appear on the back cover of this Letter of Transmittal.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The Tender Agent for the Tender Offer is:

Global Bondholder Services Corporation

By Regular, Registered or Certified Mail:

Hand or Overnight Delivery:

65 Broadway, Suite 404
New York, New York 10006
Attention: Corporate Actions

By Facsimile Transmission

(for Eligible Institutions Only):

(212) 430-3775
Confirmation: (212) 430-3774
Attention: Corporate Actions

Any questions regarding procedures for tendering Securities or requests for additional copies of the Offer to Purchase and this Letter of Transmittal should be directed to the Information Agent:

Global Bondholder Services Corporation

65 Broadway, Suite 404
New York, New York 10006
Attention: Corporate Actions

Banks and Brokers call: (212) 430-3774

Toll-free: (866) 924-2200

International call: 001-212-430-3774

Email: contact@gbsc-usa.com

www.gbsc-usa.com/Mondelez

Any questions regarding the terms of the Tender Offer should be directed to BofA Merrill Lynch, Credit Suisse and Mizuho at the address and telephone numbers set forth below:

BofA Merrill Lynch
214 North Tryon Street, 14th Floor
Charlotte, North Carolina 28255
Attn: Liability Management Group
Collect: (980) 387-3907
U.S. Toll Free: (888) 292-0070
London: +44 (0) 20-7996-5420

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010
Attn: Liability Management Group
Collect: (212) 538-2147
U.S. Toll Free: (800) 820-1653
London: +44 (0) 20-7883-8763

Mizuho Securities USA Inc.
320 Park Avenue, 11th Floor
New York, New York 10022
Attn: Liability Management Group
Collect: (212) 205-7736
U.S. Toll Free: (866) 271-7403
London: +44 (0) 20-7090-6929