

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 or foreign securities commission or authority has passed upon the merits or fairness of the Tender Offer (as defined herein) or Consent Solicitation (as defined herein), or passed upon the accuracy or adequacy of the disclosure in the Offer to Purchase (as defined herein). Any representation to the contrary is unlawful and may be a criminal offense.



**Consent and Letter of Transmittal
of**

**Offer to Purchase for Cash up to \$1,000,000,000 Aggregate Principal Amount of the
Outstanding Debt Securities Listed Below in the Priority Set Forth Herein and Solicitations of Consents**

Title of Security	CUSIP / ISIN	Aggregate Principal Amount Outstanding	Acceptance Priority Level	Reference U.S. Treasury Security	Bloomberg Reference Page	Fixed Spread (basis points)	Early Tender Premium ⁽¹⁾	Hypothetical Total Consideration ⁽¹⁾⁽²⁾
6.500% Notes due 2040 ⁽³⁾	50075N AZ7 / US50075NAZ78	\$501,541,000	1	2.750% U.S. Treasury due November 15, 2047	FIT1	135	\$30	\$1,303.02
6.500% Notes due 2031 ⁽³⁾⁽⁴⁾	50075N AC8 / US50075NAC83	\$350,409,000	2	2.750% U.S. Treasury due February 15, 2028	FIT1	115	\$30	\$1,271.09
6.875% Notes due 2038 ⁽³⁾	50075N AT1 / US50075NAT19	\$255,387,000	3	2.750% U.S. Treasury due November 15, 2047	FIT1	130	\$30	\$1,342.82
6.875% Notes due 2039 ⁽³⁾	50075N AW4 / US50075NAW48	\$195,193,000	4	2.750% U.S. Treasury due November 15, 2047	FIT1	130	\$30	\$1,353.50
7.000% Notes due 2037 ⁽³⁾	50075N AR5 / US50075NAR52	\$139,631,000	5	2.750% U.S. Treasury due November 15, 2047	FIT1	125	\$30	\$1,361.90
5.375% Notes due 2020 ⁽³⁾	50075N BA1 / US50075NBA19	\$524,402,000	6	2.250% U.S. Treasury due March 31, 2020	FIT1	25	\$30	\$1,050.05
6.125% Notes due 2018 ⁽³⁾	50075N AV6 / US50075NAV64	\$322,602,000	7	1.000% U.S. Treasury due August 15, 2018	FIT3	20	\$30	\$1,014.05

(1) Per \$1,000 principal amount of Notes.

(2) Hypothetical Total Consideration (as defined in the Offer to Purchase) calculated on the basis of pricing for the Reference U.S. Treasury Security as of 11:00 a.m., New York City time, on March 29, 2018 and an Initial Settlement Date (as defined in the Offer to Purchase) on April 17, 2018. See Schedule A to the Offer to Purchase for the formula to be used to determine the Total Consideration and Schedule B to the Offer to Purchase for information used to determine the hypothetical Total Consideration. The actual Total Consideration payable pursuant to the Tender Offer will be calculated and determined as set forth in the Offer to Purchase.

(3) Issuer formerly known as Kraft Foods Inc.

(4) Admitted to trading on the Regulated Market of the Luxembourg Stock Exchange.

The Tender Offer and Consent Solicitation will expire at 11:59 p.m., New York City time, on April 27, 2018, unless extended (such date and time, as the same may be extended, the “Expiration Date”), unless earlier terminated. Holders (as defined herein) must validly tender their Notes (as defined herein) at or prior to 5:00 p.m., New York City time, on April 13, 2018 (such date and time, as the same may be extended, the “Early Tender Date”), to be eligible to receive the applicable Total Consideration (as defined in the Offer to Purchase), which includes an early tender premium of \$30 per \$1,000 principal amount of Notes accepted for purchase (the “Early Tender Premium”). If you tender your Notes after the Early Tender Date but at or prior to the Expiration Date, you will be eligible to receive only the applicable Tender Offer Consideration (as defined in the Offer to Purchase), which is an amount equal to the applicable Total Consideration minus the Early Tender Premium. Notes tendered in the Tender Offer may be validly withdrawn (and consents delivered in the Consent Solicitation referenced below may be validly revoked) at any time at or prior to 5:00 p.m., New York City time, on April 13, 2018 (such date and time, as the same may be extended, the “Withdrawal Deadline”), but not thereafter unless we are otherwise required by applicable law to permit withdrawal (and revocation). The Tender Offer and Consent Solicitation are subject to the satisfaction or waiver of the conditions, including the Financing Condition (as defined below), as described under the heading “The Terms of the Tender Offer and Consent Solicitation—Conditions to the Tender Offer and Consent Solicitation” in the Offer to Purchase.

The Depository for the Tender Offer and Consent Solicitation is:

Global Bondholder Services Corporation

*By Regular, Registered or Certified Mail,
By Overnight Courier or By Hand*

By Facsimile:
(For Eligible Institutions only)
(212) 430-3775

65 Broadway – Suite 404
New York, New York 10006

Confirmations:
(866) 470-3800
(212) 430-3774

Upon the terms and subject to the conditions described in the Offer to Purchase and Consent Solicitation Statement, dated April 2, 2018 (as the same may be amended or supplemented from time to time, the “*Offer to Purchase*”), this Consent and Letter of Transmittal (as the same may be amended or supplemented from time to time, this “*Letter of Transmittal*”) and any amendments or supplements to the foregoing, Mondelez International, Inc. (formerly known as Kraft Foods Inc.), a Virginia corporation (“*Mondelez*,” “*we*” or “*us*”), hereby offers to purchase for cash up to \$1,000,000,000 aggregate principal amount (such amount as it may be amended, the “*Maximum Tender Amount*”) of the debt securities listed in the table on the front cover of this Letter of Transmittal (“*Notes*” and, as the context requires, “*Notes*” refers to all the notes of a single series or all the notes of all the series). The amount of a series of Notes that is purchased in the Tender Offer will be based on the order of priority (the “*Acceptance Priority Level*”) for such series as set forth in the table on the front cover of this Letter of Transmittal, with “1” being the highest Acceptance Priority Level and “7” being the lowest Acceptance Priority Level (provided that Notes validly tendered and not validly withdrawn at or prior to the Early Tender Date will be purchased prior to any Notes tendered after the Early Tender Date). The offer to purchase each series of Notes is referred to as the “*Tender Offer*.” The Tender Offer is open to all holders (individually, a “*Holder*,” and collectively, the “*Holders*”) of the applicable Notes.

In addition to the Total Consideration or the Tender Offer Consideration, as applicable, all Holders of Notes accepted for purchase will also receive accrued and unpaid interest on such \$1,000 principal amount of Notes from the last applicable interest payment date up to, but not including, the applicable Settlement Date, payable on the applicable Settlement Date (“*Accrued Interest*”).

Concurrently with the Tender Offer, Mondelez is soliciting (the “*Consent Solicitation*”) consents (the “*Consents*”) from each Holder of the Notes, subject to the terms and conditions, including the Financing Condition, set forth in the Offer to Purchase, to certain proposed amendments (the “*Proposed Amendments*”) to the Indenture, dated as of October 17, 2001 (the “*Base Indenture*”), by and between Mondelez and Deutsche Bank Trust Company Americas (as successor trustee to The Bank of New York and The Chase Manhattan Bank), as trustee (the “*Trustee*”), as supplemented by the applicable officers’ certificate governing each series of Notes (together with the Base Indenture, collectively, the “*Existing Indentures*”) and the applicable Notes.

You may not consent to the Proposed Amendments to the relevant Existing Indenture and Notes without tendering your applicable Notes in the Tender Offer and you may not tender your Notes without consenting to the applicable Proposed Amendments. By tendering your Notes, you will be deemed to have validly delivered your consent to the Proposed Amendments to the applicable Existing Indenture and Notes, as further described under “*The Terms of the Tender Offer and Consent Solicitation—The Consent Solicitation; Proposed Amendments and Acceptance of Consents*” in the Offer to Purchase. Mondelez intends to execute a supplemental indenture to amend each applicable Existing Indenture and Notes (the “*Supplemental Indenture*”) with the Trustee with respect to the applicable Proposed Amendments if Consents from Holders of more than 50% of the outstanding aggregate principal amount of the applicable series of Notes are received and not revoked (with respect to each series of Notes, the “*Requisite Consents*”). Assuming that the Requisite Consents are received with respect to a series of Notes, it is expected that the Supplemental Indenture with respect to such series will be entered into promptly following the Withdrawal Deadline. The Supplemental Indenture will become effective upon execution, but will provide that the Proposed Amendments for the applicable series of Notes will not become operative unless (i) we accept the applicable Notes for purchase in the Tender Offer and the Notes of such series tendered at or prior to the Early Tender Date are not subject to proration (as described below) in the Tender Offer and (ii) the Requisite Consents for such series of Notes were received (the “*Consent Solicitation Conditions*”). In the event that the Requisite Consents for a series of Notes are received and not validly revoked but Notes of such series tendered in the Tender Offer are subject to proration, the Proposed Amendments with respect to such Notes will not become operative despite Mondelez accepting Notes of such series in the Tender Offer.

Delivery of this Letter of Transmittal to an address other than as set forth on the back cover of this Letter of Transmittal, or transmission of this Letter of Transmittal via a facsimile number other than as set forth on the back cover of this Letter of Transmittal, will not constitute a valid delivery to the Depository.

The instructions accompanying this Letter of Transmittal should be read carefully and in their entirety before this Letter of Transmittal is completed. Any questions concerning the terms of the Tender Offer and Consent Solicitation may be directed to the Dealer Managers and Solicitation Agents at the address and telephone numbers set forth on the back cover of this Letter of Transmittal. Questions and requests for assistance or for additional copies of the Offer to Purchase, this Letter of Transmittal or other related materials may be directed to the Depository and the Information Agent, whose address and telephone numbers appear on the back cover of this Letter of Transmittal.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Offer to Purchase.

This Letter of Transmittal is to be used by Holders of Notes if certificates representing Notes are to be physically delivered to the Depository, in which case such certificates must be delivered by the Holders of Notes together with this Letter of Transmittal. This Letter of Transmittal also is being supplied for informational purposes only to persons who hold Notes in book-entry form through the facilities of The Depository Trust Company (“DTC”). Tender of the Notes held through DTC must be made pursuant to the procedures described under “*The Terms of the Tender Offer and Consent Solicitation—Procedure for Tendering Notes and Delivering Consents—Book-Entry Delivery and Tender of Notes Through ATOP*” in the Offer to Purchase.

Holders of Notes who are tendering by book-entry transfer to the Depository’s account at DTC must tender Notes and deliver Consents through the automated tender offer program (“ATOP”). DTC participants must transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the Depository’s account at DTC. DTC will then send an agent’s message (as defined in the Offer to Purchase) to the Depository for its acceptance. Delivery of the agent’s message by DTC means that DTC has received an express acknowledgment from each DTC participant tendering through ATOP that such DTC participant has received and agrees to be bound by the terms of the Tender Offer and Consent Solicitation as set forth in the Offer to Purchase and this Letter of Transmittal and that Mondelēz may enforce such agreement against such participant. Holders tendering Notes and delivering Consents using ATOP do not need to complete and deliver this Letter of Transmittal with respect to such Notes and Consents.

Validly tendered Notes, and delivered Consents, may be withdrawn or revoked at any time at or prior to the Withdrawal Deadline. After such time, you may not withdraw your Notes, or revoke the related Consents, unless we are otherwise required by applicable law to permit withdrawal and revocation, in which case withdrawal and revocation rights will be extended, in accordance with applicable law, as we determine to be appropriate to allow tendering Holders a reasonable opportunity to respond. In the event of a termination of the Tender Offer and Consent Solicitation, either in whole or with respect to any series of Notes, any Notes as to which the Tender Offer has been terminated that have been validly tendered will be promptly returned in accordance with applicable law and the Consents related to such Notes will be deemed revoked. Notes 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. If the Tender Offer and Consent Solicitation are terminated or withdrawn with respect to a series of Notes, or the Requisite Consents with respect to such series of Notes are not received or Notes of such series tendered at or prior to the Early Tender Date are purchased on a prorated basis, the related Existing Indenture and Notes will remain in effect in its present form.

Holders of Notes who wish to be eligible to receive the applicable Total Consideration, which includes the Early Tender Premium, as set forth in the Offer to Purchase, must validly tender their Notes and deliver Consents to the Depository, and not validly withdraw such Notes and revoke such Consents, at or prior to the Early Tender Date. Holders who validly tender their Notes and deliver Consents after the Early Tender Date but at or prior to the Expiration Date will receive only the applicable Tender Offer Consideration (which does not include any Early Tender Premium), as set forth in the Offer to Purchase. Holders whose Notes are purchased in the Tender Offer will also receive any Accrued Interest with respect to such purchased Notes.

In the event the Tender Offer is terminated, withdrawn or otherwise not completed either in whole or with respect to any or all series of Notes, none of the Total Consideration or the Tender Offer Consideration will be paid or become payable with respect to any Notes as to which the Tender Offer has been terminated that have been validly tendered pursuant to the Tender Offer and any such Notes will be promptly returned to the tendering Holders and the applicable related Consents will be deemed revoked.

None of the Offer to Purchase, this Letter of Transmittal or the related documents constitute an offer to buy or the solicitation of an offer to sell Notes, or the solicitation of Consents with respect to the Proposed Amendments, in any jurisdiction or in any circumstances in which, or to or from any person to or from whom, it is unlawful to make such offer or solicitation under applicable securities or “blue sky” laws. In those jurisdictions where the securities or “blue sky” or other laws require the Tender Offer and/or Consent Solicitation to be made by a licensed broker or dealer, the Tender Offer and/or Consent Solicitation will be deemed to be made on behalf of Mondelēz by the Dealer Managers, the Solicitation Agents or one or more registered brokers or dealers licensed under the laws of such jurisdiction.

Neither the delivery of the Offer to Purchase, this Letter of Transmittal and related documents nor any purchase of Notes by Mondelēz will, under any circumstances, create any implication that the information contained in the Offer to Purchase, this Letter of Transmittal or in any related document is correct as of any time subsequent to the date of the Offer to Purchase or that there has been no change in the information set forth herein or in any attachments hereto or in the affairs of Mondelēz or any of its subsidiaries or affiliates since the date of the Offer to Purchase. Mondelēz disclaims and does not take any obligation to update or revise any information contained in the Offer to Purchase or this Letter of Transmittal.

TENDER OF NOTES AND DELIVERY OF CONSENTS

The Notes to which this Letter of Transmittal relates are listed below. If the space provided is inadequate, list the series, certificate numbers and principal amounts on a separately executed schedule and affix the schedule to this Letter of Transmittal. See Instruction 10. Notes may be tendered and consents may be delivered 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 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 do not tender all of their Notes should ensure that they retain a principal amount of Notes amounting to at least the minimum authorized denomination. **This form need not be completed by Holders tendering Notes by book-entry or in accordance with DTC's ATOP procedure for transfer.**

HOLDERS WHO TENDER THEIR NOTES IN THE TENDER OFFER MUST CONSENT TO THE PROPOSED AMENDMENTS APPLICABLE TO SUCH NOTES IN THE RELATED CONSENT SOLICITATION PURSUANT TO THE TERMS SET FORTH IN THE OFFER TO PURCHASE. THE TENDER OF NOTES WILL BE DEEMED TO CONSTITUTE THE DELIVERY OF A CONSENT OF SUCH TENDERING HOLDER TO THE PROPOSED AMENDMENTS IN RESPECT TO SUCH TENDERED NOTES. HOLDERS MAY NOT DELIVER CONSENTS WITHOUT TENDERING THEIR NOTES IN THE TENDER OFFER.

Description of the Notes Tendered and with respect to which Consents are Delivered				
Name(s) and address(es) of Holder(s) (please fill in, if blank)	Security	Certificate number(s)	Aggregate principal amount represented*	Aggregate principal amount tendered and consented to*
* Unless otherwise indicated in the column labeled "Aggregate principal amount tendered and consented to" and subject to the terms and conditions of the Offer to Purchase, a Holder will be deemed to have tendered and delivered a Consent with respect to the entire aggregate principal amount represented by the Notes indicated in the column labeled "Aggregate principal amount represented."				

The undersigned authorizes the Depository to deliver this Letter of Transmittal to Mondelēz as evidence of the undersigned's tender of Notes and delivery of related Consents to all applicable related Proposed Amendments.

Name of Tendering Institution _____

DTC Account Number _____

Transaction Code Number _____

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

Ladies and Gentlemen:

The undersigned hereby tenders to Mondelēz the aggregate principal amount of Notes indicated in this Letter of Transmittal, and consents to all of the Proposed Amendments with respect to the aggregate principal amount of such Notes, upon the terms and subject to the conditions set forth in this Letter of Transmittal and the Offer to Purchase and Consent Solicitation Statement, dated April 2, 2018, receipt of which is hereby acknowledged.

Upon the terms and subject to the conditions of the Tender Offer (including, if the Tender Offer is extended or amended, the terms and conditions of such extension or amendment), the undersigned hereby (i) irrevocably sells, assigns and transfers to, or upon the order of, Mondelēz or any permitted assignee, all right, title and interest in and to all the Notes tendered hereby and accepted for purchase pursuant to the Tender Offer, (ii) consents to all of the Proposed Amendments applicable to such Notes (and to the execution of the Supplemental Indenture effecting such Proposed Amendments), (iii) waives any and all other rights with respect to the Notes (including, without limitation, the tendering Holder's waiver of any existing or past defaults and their consequences in respect of the Notes and the applicable Existing Indenture), (iv) releases and discharges Mondelēz and the Trustee from any and all claims such Holder may have now, or may have in the future, arising out of, or related to, such Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to such Notes or to participate in any repurchase, redemption or defeasance of the Notes, and (v) irrevocably constitutes and appoints the Depositary as the true and lawful agent and attorney-in-fact of such Holder (with full knowledge that the Depositary also acts as the agent of Mondelēz) with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver certificates representing 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 Mondelēz, and evidence the delivery of the Consents related to such Notes, (b) present such Notes for transfer on the relevant security register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Depositary will have no rights to, or control over, any funds it receives from Mondelēz in connection with the Tender Offer, except as agent for the tendering Holders, for the applicable Total Consideration or Tender Offer Consideration, plus any Accrued Interest, on Notes tendered pursuant to the Tender Offer, as determined pursuant to the terms of the Offer to Purchase, for any tendered Notes that are purchased by Mondelēz).

The undersigned agrees and acknowledges that, by the execution and delivery hereof, the undersigned makes and provides the written Consent to all of the applicable Proposed Amendments (with respect to the principal amount of Notes tendered hereby) as permitted by the applicable Existing Indentures and hereby also consents to the execution of the Supplemental Indenture effecting such Proposed Amendments. The undersigned understands that the Consent provided hereby shall remain in full force and effect unless and until such Consent is revoked in accordance with the procedures set forth in the Offer to Purchase and this Letter of Transmittal. The undersigned understands that after the Withdrawal Deadline, unless otherwise required by applicable law, Consents may not be revoked.

Holders who desire to tender their Notes pursuant to the Tender Offer and Consent Solicitation are required to consent to all of the Proposed Amendments applicable to such Notes. The completion, execution and delivery of this Letter of Transmittal constitutes a Consent to all of the Proposed Amendments with respect to such Notes and to the execution of the Supplemental Indenture effecting such Proposed Amendments. Holders may not deliver Consents without validly tendering Notes pursuant to the Tender Offer.

The undersigned understands that Notes tendered prior to the Withdrawal Deadline may be withdrawn, and the applicable related Consents may be revoked, by written notice of withdrawal, or a properly transmitted "request message" through ATOP, received by the Depositary at any time at or prior to the Withdrawal Deadline, but not thereafter, unless the Tender Offer and Consent Solicitation is terminated without any Notes being purchased thereunder. Notes tendered and Consents delivered after the Withdrawal Deadline may not be withdrawn and revoked, respectively. If Mondelēz makes a material change to the terms of the Tender Offer or Consent Solicitation or the information concerning the Tender Offer or Consent Solicitation, Mondelēz will disseminate additional materials and will extend the Tender Offer or Consent Solicitation, as applicable, to the extent required by

applicable law. In the event of a termination of the Tender Offer or Consent Solicitation either in whole or with respect to any or all series of Notes, any Notes as to which the Tender Offer has been terminated that have been validly tendered pursuant to the Tender Offer will be promptly returned to the tendering Holder and the Consents will be deemed revoked.

The undersigned hereby represents, warrants and undertakes to Mondelēz, the Depositary, the Information Agent and the Dealer Managers that:

- (1) the tendering Holder has received the Offer to Purchase and this Letter of Transmittal;
- (2) the Notes are, at the time of acceptance, and will continue to be, until the payment on the applicable Settlement Date, or the termination or withdrawal of the Tender Offer or, in the case of Notes in respect of which the tender has been withdrawn, the date on which such tender is validly withdrawn, held by it;
- (3) the tendering Holder acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the tendering Holder shall be binding upon the successors, assigns, heirs, executors, administrators, trustee in bankruptcy and legal representatives of the tendering Holder and shall not be affected by, and shall survive, the death or incapacity of the tendering Holder;
- (4) the undersigned has full power and authority to tender, sell, assign and transfer the tendered Notes and deliver the applicable related Consents and it has a net long position in the Notes being tendered within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended, and the tender of such Notes complies with Rule 14e-4;
- (5) the Notes will, on the applicable Settlement Date, be transferred by such tendering Holder to Mondelēz or any permitted assignee in accordance with the terms of the Tender Offer, and Mondelēz will acquire good, marketable and unencumbered title thereto, free from all liens, restrictions, charges and encumbrances, not subject to any adverse claim or right, and together with all rights attached thereto;
- (6) the undersigned will, upon request, execute and deliver any documents deemed by the Depositary or Mondelēz to be reasonably necessary or desirable to complete the sale, assignment and transfer of the Notes tendered, the effective delivery of the applicable related Consents and the execution of the Supplemental Indenture;
- (7) in evaluating the Tender Offer and Consent Solicitation and in making its decision whether to participate therein by submitting this Letter of Transmittal (or agreeing to the terms of this Letter of Transmittal pursuant to an agent's message) and tendering its Notes and delivering the applicable related Consents, the undersigned has made its own independent appraisal of the matters referred to in the Offer to Purchase and in any related communications and is not relying on any statement, representation or warranty, express or implied, made to the undersigned by Mondelēz, the Dealer Managers, the Solicitation Agents, the Depositary or the Information Agent other than those contained in the Offer to Purchase and this Letter of Transmittal; and
- (8) the undersigned understands that Mondelēz, the Dealer Managers, the Solicitation Agents, the Depositary, the Information Agent and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgements, representations and agreements made by it by its submission of this Letter of Transmittal, or its agreement to the terms of the Letter of Transmittal pursuant to an agent's message, are, at any time prior to the consummation of the Tender Offer, no longer accurate, it shall promptly notify Mondelēz and the Dealer Managers.

The undersigned understands that tender of the Notes pursuant to any of the procedures described under the caption "*The Terms of the Tender Offer and Consent Solicitation—Procedure for Tendering Notes and Delivering*

Consents” in the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and Mondelēz in accordance with the terms and subject to the conditions set forth in the Offer to Purchase, which agreement will be governed by, and construed in accordance with, the law of the State of New York. The undersigned recognizes that Mondelēz is not, nor will it be, required to accept for purchase any of the Notes tendered hereby.

The undersigned understands that Mondelēz will be deemed to have accepted for purchase validly tendered, and not validly withdrawn, Notes if and when Mondelēz gives oral (confirmed in writing) or written notice thereof to the Depository. Payment for any Notes accepted for purchase pursuant to the Offer to Purchase will be made by deposit by Mondelēz or any permitted assignee with the Depository of the applicable Total Consideration or Tender Offer Consideration and all Accrued Interest thereon, less any applicable withholding taxes. The undersigned hereby irrevocably appoints the Depository to act as agent for the purpose of receiving payment from Mondelēz or any permitted assignee and transmitting such payment to the undersigned.

The undersigned understands that the delivery and surrender of Notes and delivery of the Consents are not effective, and the risk of loss of the Notes does not pass to the Depository, until receipt by the Depository of this Letter of Transmittal, or a facsimile hereof, properly completed and duly executed, together with all accompanying evidences of authority and any other required documents in a form satisfactory to Mondelēz.

The undersigned hereby recognizes and acknowledges that (i) all questions as to the validity, eligibility, including time of receipt, acceptance for purchase of Notes and delivery of Consents, withdrawal of tendered Notes, revocation of delivered Consents and form of documents will be resolved by Mondelēz in its sole discretion, whose determination will be final and binding, (ii) Mondelēz reserves the right to reject any and all tenders of Notes and deliveries of Consents that it determines are not in proper form or the acceptance for purchase of or purchase of which may, in the opinion of Mondelēz’s counsel, be unlawful, (iii) Mondelēz reserves the right in its sole discretion to waive any of the conditions of the Tender Offer and Consent Solicitation (other than the Consent Solicitation Conditions) or any defect or irregularity in the tender of Notes or delivery of the related Consents, whether or not similar conditions, defects or irregularities are waived in the case of other Holders, (iv) none of Mondelēz, the Dealer Managers, the Solicitation Agents, the Depository, the Information Agent, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in tenders or any notices of withdrawal or will incur any liability for failure to give any such notification, (v) unless waived by Mondelēz, any defects or irregularities in connection with tenders of Notes or delivery of Consents must be cured within such time as Mondelēz shall determine, (vi) none of Mondelēz, the Dealer Managers, the Solicitation Agents, the Depository, the Information Agent or any other person shall be under any duty to give notification of any defects or irregularities in such tenders of such Notes and deliveries of Consents, nor will any of such entities incur any liability for failure to give such notifications, (vii) tenders of Notes and deliveries of Consents may be deemed not to have been made until such defects or irregularities have been cured or waived and the waiver of one defect or irregularity will not obligate the waiver of other defects or irregularities, (viii) none of Mondelēz, the Dealer Managers, the Solicitation Agents, the Depository or the Information Agent shall accept any responsibility for failure of delivery of a notice, communication or electronic acceptance instruction, (ix) the consummation of the Tender Offer and Consent Solicitation is subject to, among other things, the satisfaction or waiver of the conditions as described under the heading “*The Terms of the Tender Offer and Consent Solicitation—Conditions to the Tender Offer and Consent Solicitation*” in the Offer to Purchase and (x) the payment of the Total Consideration or Tender Offer Consideration, as applicable, and all Accrued Interest shall be subject to applicable withholding taxes.

Unless otherwise indicated herein under “*Special Payment Instructions*,” the undersigned hereby requests that any Notes representing principal amounts not tendered be issued in the name(s) of the undersigned, and checks constituting payments for Notes to be purchased in connection with the Tender Offer be issued to the order of the undersigned. Similarly, unless otherwise indicated herein under “*Special Delivery Instructions*,” the undersigned hereby requests that any Notes representing principal amounts not tendered and checks constituting payments for Notes to be purchased in connection with the Tender Offer be delivered to the undersigned at the address(es) shown herein. In the event that the “*Special Payment Instructions*” box or the “*Special Delivery Instructions*” box, or both, are completed, the undersigned hereby requests that any Notes representing principal amounts not tendered be issued in the name(s) of, certificates for such Notes be delivered to, and checks constituting payments for Notes to be purchased in connection with the Tender Offer, be issued in the name(s) of, and be delivered to, the person(s) at the address(es) so indicated, as applicable. The undersigned recognizes that Mondelēz has no obligation pursuant to

the “*Special Payment Instructions*” box or the “*Special Delivery Instructions*” box to transfer any Notes from the names of the registered Holder(s) thereof if Mondelēz does not accept for purchase any of the principal amount of such Notes so tendered. See Instruction 6 for information regarding transfer taxes that may be payable if the “*Special Delivery Instructions*” box is completed.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 2, 3, 4, 5 and 6)

To be completed ONLY if certificate(s) for the Notes not tendered or purchased, and/or the check for the Total Consideration or Tender Offer Consideration, of the Notes purchased, are to be issued to the order of someone other than the person or persons whose name(s) appears in the box entitled "*Name(s) and address(es) of Holder(s)*" above.

Issue: Notes Checks

Name _____
(Please Print)

Address _____
(Include Zip Code)

(Taxpayer Identification Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 2, 3, 4, 5 and 6)

To be completed ONLY (1) if checks for the Total Consideration or Tender Offer Consideration are to be sent to an address different from that shown in the box headed "*Name(s) and address(es) of Holder(s)*" above, or (2) if the Notes tendered by book-entry transfer that are not accepted for purchase are to be credited to an account maintained at DTC other than the one designated above.

Issue: Notes Checks

Name _____
(Please Print)

Address _____
(Include Zip Code)

(Taxpayer Identification Number)

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

(DTC Account Number)

Name of Account Party:

IMPORTANT—READ CAREFULLY

Must be signed by registered Holder(s) exactly as name(s) appear(s) on certificate(s) or by person(s) authorized to become registered Holder(s) by certificate(s) and documents transmitted with this Letter of Transmittal. DTC participants must execute this Letter of Transmittal exactly as their names appear on a DTC position listing. If this Letter of Transmittal is signed by an attorney-in-fact, officer of a corporation, trustee, executor, administrator, guardian or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and must submit proper evidence satisfactory to Mondelēz of such person’s authority to so act.

SIGN HERE

_____ Signature(s) of Holder(s) or Authorized Signatory
Dated: _____, 2018
Names(s): _____
_____ (Please Print)
Capacity: _____
Address: _____ (including zip code)
Area Code and Telephone No.: (____) _____
Social Security or Taxpayer Identification No.: _____
PLEASE COMPLETE INTERNAL REVENUE SERVICE (“IRS”) FORM W-9 OR THE APPLICABLE IRS FORM W-8, AS APPROPRIATE (AVAILABLE AT THE IRS’S WEBSITE (WWW.IRS.GOV))
SIGNATURE GUARANTEE (See Instructions 1 and 3 below) If Required, Certain Signatures Must be Guaranteed.
_____ (Name of Institution Guaranteeing Signatures)
_____ (Address (including zip code) and Telephone Number (including area code) of Institution)
_____ (Authorized Signature)
_____ (Printed Name)
_____ (Title)

**INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF
THE TENDER OFFER AND CONSENT SOLICITATION**

1. **Procedures for Tendering Notes and Delivering Consents; Withdrawal of Tenders and Revocation of Consents.** To tender Notes held in certificated form in the Tender Offer, certificates representing such Notes, together with a properly completed and duly executed copy (or facsimile) of this Letter of Transmittal, and any other documents required by this Letter of Transmittal must be received by the Depository at the address set forth herein at or prior to the Expiration Date or the Early Tender Date, as the case may be. The method of delivery of this Letter of Transmittal, certificates for Notes and all other required documents to the Depository is at the election and risk of Holders. If such delivery is to be made by mail, it is suggested that Holders use properly insured registered mail, return receipt requested, and that the mailing be made sufficiently in advance of the Expiration Date or the Early Tender Date, as the case may be, to permit delivery to the Depository at or prior to such time. Except as otherwise provided below, the delivery will be deemed made when actually received or confirmed by the Depository. **This Letter of Transmittal, any other documents required in connection with this Letter of Transmittal, and the certificates representing the Notes should be sent only to the Depository, and not to Mondelēz, the Dealer Managers or the Trustee.**

This Letter of Transmittal also is being supplied for informational purposes only to persons who hold Notes in book-entry form through the facilities of DTC. Tender of Notes held through DTC and delivery of the applicable related Consents must be made pursuant to the procedures described in the Offer to Purchase under the caption “*The Terms of the Tender Offer and Consent Solicitation—Procedure for Tendering Notes and Delivering Consents—Book-Entry Delivery and Tender of Notes Through ATOP.*” Holders tendering Notes and delivering Consents using ATOP do not need to complete and deliver this Letter of Transmittal with respect to such Notes and Consents.

Except as provided herein for the book-entry procedures, unless Notes being tendered are deposited with the Depository at or prior to the Expiration Date (accompanied by the appropriate, properly completed and duly executed Letter of Transmittal and any required signature guarantees and other documents required by this Letter of Transmittal, unless validly tendered through ATOP), Mondelēz may reject such tender. Payment for Notes will be made only against deposit of tendered Notes and delivery of all other required documents.

By executing this Letter of Transmittal (or a facsimile thereof) or tendering through ATOP, a tendering Holder waives any right to receive any notice of the acceptance for purchase of tendered Notes.

For a full description of the procedures for tendering Notes, see “*The Terms of the Tender Offer and Consent Solicitation—Procedure for Tendering Notes and Delivering Consents*” in the Offer to Purchase.

Any Notes validly tendered prior to the Withdrawal Deadline may be validly withdrawn and applicable related Consents may be revoked at any time at or prior to the Withdrawal Deadline. Notes validly tendered and Consents delivered after the Withdrawal Deadline may not be withdrawn or revoked, as applicable, unless required by applicable law.

For a withdrawal of a tender of Notes, which will constitute the concurrent valid revocation of such Holder’s related Consent, to be valid, the Depository must timely receive a written or facsimile notice of withdrawal at its address set forth on the back cover of this Letter of Transmittal, or a properly transmitted “request message” through ATOP. The withdrawal notice must: (i) specify the name of the DTC participant for whose account such Notes were tendered and to which the revocation of Consents relates and such participant’s account number at DTC to be credited with the withdrawn Notes; (ii) contain a description of the Notes to be withdrawn, including the aggregate principal amount represented by such Notes; and (iii) if submitted other than through DTC, be signed by the Holder of such Notes in the same manner as the original signature on this Letter of Transmittal by which such Notes were tendered (including any required signature guarantees) or be accompanied by evidence satisfactory to Mondelēz that the person withdrawing the tender has succeeded to the beneficial ownership of the Notes. If certificates have been delivered or otherwise identified (other than through confirmation of book-entry transfer of such Notes) to the Depository, the name of the Holder and the certificate number or numbers relating to such Notes withdrawn also must be furnished to the Depository as aforesaid prior to the physical release of the certificates for the withdrawn Notes (or, in the case of Notes transferred by book-entry transfer, the name and number of the account to be credited with withdrawn Notes). Holders may not rescind withdrawals of tendered Notes and

applicable revocation of related Consents and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer and Consent Solicitation. However, validly withdrawn Notes may be re-tendered and validly revoked Consents may be validly redelivered by following the procedures therefor described elsewhere in the Offer to Purchase at any time at or prior to the Expiration Date.

2. **Partial Tenders.** Notes may be tendered and consents may be delivered 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 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 do not tender all of their Notes should ensure that they retain a principal amount of Notes amounting to at least the minimum authorized denomination. If less than the entire principal amount of any Notes evidenced by a submitted certificate is tendered, the tendering Holder must fill in the principal amount tendered in the appropriate column of the box entitled “*Description of the Notes Tendered and with respect to which Consents are Delivered*” herein. Unless otherwise indicated, the entire principal amount represented by the certificates for all Notes delivered to the Depository will be deemed to have been tendered. If the entire principal amount of all Notes is not tendered, certificates for the principal amount of Notes not tendered will be sent (or in the case of Notes transferred by book-entry transfer, returned by credit to the name and number of the account) to the Holder unless otherwise provided in the appropriate box on this Letter of Transmittal (see Instruction 4), promptly after the Notes are accepted for purchase.

3. **Signatures on this Letter of Transmittal, Bond Powers and Guarantee of Signatures.** If this Letter of Transmittal is signed by the Holder(s) of the Notes tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

If this Letter of Transmittal is executed by a Holder of Notes who is not the registered Holder, then the registered Holder must sign a valid power of attorney, with the signature of such registered Holder guaranteed by a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, Inc. or a commercial bank or trust company having an office or correspondent in the United States (each of the foregoing, an “Eligible Institution”).

If any Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal. If any tendered Notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many copies of this Letter of Transmittal and any necessary accompanying documents as there are different names in which certificates are held.

If this Letter of Transmittal is signed by the Holder, and the certificates for any principal amount of Notes not tendered for purchase are to be issued (or if a principal amount of Notes that is not tendered for purchase is to be reissued or returned) to the Holder, and checks constituting payments for Notes to be purchased in connection with the Tender Offer are to be issued to the order of the Holder, then the Holder need not endorse any certificates for tendered Notes or provide a separate bond power. In any other case (including if this Letter of Transmittal is not signed by the Holder), the Holder must either properly endorse the certificates for Notes tendered or transmit a separate properly completed bond power with this Letter of Transmittal (in either case, executed exactly as the name(s) of the registered Holder(s) appear(s) on such Notes), with the signature on the endorsement or bond power guaranteed by an Eligible Institution, unless such certificates or bond powers are executed by an Eligible Institution.

No signature guarantee is required if: (i) this Letter of Transmittal is signed by the registered Holder(s) of the Notes tendered herewith and the payments for Notes to be purchased are to be made, or any Notes for principal amounts not tendered for purchase are to be issued, directly to such registered Holder(s) and neither the “*Special Payment Instructions*” box nor the “*Special Delivery Instructions*” box of this Letter of Transmittal has been completed or (ii) such Notes are tendered for the account of an Eligible Institution. In all other cases, all signatures on Letters of Transmittal accompanying Notes must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any certificates representing Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations, agents or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Mondelēz of their authority so to act must be submitted with this Letter of Transmittal.

4. **Special Issuance and Special Delivery Instructions.** Tendering Holders should indicate in the applicable box or boxes the name(s) and address(es) to which Notes for principal amounts not tendered or not accepted for purchase or checks constituting payments for Notes to be purchased in connection with the Tender Offer are to be issued or sent, if different from the name(s) and address(es) of the Holder signing this Letter of Transmittal. In the case of issuance in a different name, the employer identification or social security number of the person named must also be indicated. If no instructions are given, Notes not validly tendered or not accepted for purchase will be returned to the Holder of the Notes tendered. Mondelēz will have no obligation pursuant to the “Special Payment Instructions” box or the “Special Delivery Instructions” box to transfer any Notes from the names of the registered Holder(s) thereof if Mondelēz does not accept for purchase any of the principal amount of such Notes so tendered.

5. **Taxpayer Identification Number and IRS Form W-9 or IRS Form W-8.** Please refer to the Section below entitled “*Important Tax Information*” for information about completing IRS Form W-9 or the applicable IRS Form W-8, as appropriate.

FAILURE TO COMPLETE IRS FORM W-9, IRS FORM W-8BEN, IRS FORM W-8BEN-E, IRS FORM W-8ECI OR OTHER APPROPRIATE FORM MAY RESULT IN BACKUP WITHHOLDING AT THE APPLICABLE STATUTORY RATE (CURRENTLY, 24%) ON ANY PAYMENTS MADE TO YOU PURSUANT TO THE TENDER OFFER.

6. **Transfer Taxes.** Mondelēz will pay or cause to be paid all transfer taxes with respect to the purchase of any Notes pursuant to the Tender Offer. If, however, Notes not validly tendered are registered or issued in the name of any person other than the registered Holder of the Notes tendered hereby, or if tendered Notes are registered in the name of any person other than the person signing this Letter of Transmittal, or if a transfer tax is imposed for any reason other than the transfer of Notes to Mondelēz or its order pursuant to the Tender Offer, the amount of any such transfer taxes (whether imposed on the registered Holder or any other persons) will be payable by the tendering Holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be deducted from the payment for such Notes pursuant to the Tender Offer or billed directly to such tendering Holder, as determined in Mondelēz’s sole discretion.

7. **Determination of Validity.** Mondelēz, in its sole discretion, will determine all questions as to the form of documents and validity, eligibility, including time of receipt, acceptance for purchase and withdrawal of tendered Notes or revocation of delivered Consents, and such determinations will be final and binding. Mondelēz reserves the right to reject any and all tenders of Notes and delivery of Consents that it determines are not in proper form or the acceptance for purchase of or purchase of which may, in the opinion of Mondelēz’s counsel, be unlawful. Mondelēz also reserves the right in its sole discretion to waive any of the conditions of the Tender Offer and Consent Solicitation (other than the Consent Solicitation Conditions) or any defect or irregularity in the tender of Notes and delivery of Consents of any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders. Mondelēz’s interpretation of the terms and conditions of the Tender Offer and Consent Solicitation will be final and binding. None of Mondelēz, the Dealer Managers, the Solicitation Agents, the Depositary, the Information Agent, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in tenders or any notices of withdrawal or will incur any liability for failure to give any such notification. Unless waived by Mondelēz, any defects or irregularities in connection with tenders of Notes or delivery of the related Consents must be cured within such time as Mondelēz shall determine. None of Mondelēz, the Dealer Managers, the Solicitation Agents, the Depositary, the Information Agent or any other person shall be under any duty to give notification of any defects or irregularities in such tenders of such Notes or delivery of the related Consents, nor will any of such entities incur any liability for failure to give such notifications. Tendere of such Notes and deliveries of such Consents may be deemed not to have been made until such defects or irregularities have been cured or waived and the waiver of one defect or irregularity will not obligate the waiver of other defects or irregularities. None of Mondelēz, the Dealer Managers, the Solicitation Agents, the Depositary or the Information Agent shall accept any responsibility for failure of delivery of a notice, communication or electronic acceptance instruction. Any Notes or Consents received by the Depositary that are not properly tendered and delivered, as applicable, and as to which the defects and irregularities have not been cured or waived will be returned by the Depositary as promptly as practical following the Expiration Date to the tendering Holders, unless such Holders have otherwise provided in accordance with Instruction 4.

8. **Mutilated, Lost, Stolen or Destroyed Certificates for Notes.** Any Holder of Notes whose certificates for Notes have been mutilated, lost, stolen or destroyed should contact the applicable trustees.

9. **Requests For Assistance or Additional Copies.** Questions relating to the procedure for tendering Notes and requests for assistance may be directed to, and additional information about the Tender Offer and Consent Solicitation may be obtained from, Barclays Capital Inc. and Citigroup Global Markets Inc., the Dealer Managers for the Tender Offer and the Solicitation Agents for the Consent Solicitation, or from Global Bondholder Services Corporation, the Depositary and the Information Agent for the Tender Offer and Consent Solicitation, whose addresses and telephone numbers appear on the back cover of this Letter of Transmittal. Requests for additional copies of the Offer to Purchase and this Letter of Transmittal should be directed to the Information Agent.

10. **Inadequate Space.** If the space provided herein is inadequate, the series and certificate numbers of the Notes and the principal amounts represented by such Notes should be listed on a separately signed schedule and affixed to this Letter of Transmittal.

Important: This Letter of Transmittal (or a facsimile thereof) properly completed and duly executed (together with any required signature guarantees or confirmations of book-entry transfer and all other required documents) must be received by the Depositary at or prior to the Expiration Date, or to receive the Early Tender Premium in the Tender Offer, at or prior to the Early Tender Date.

IMPORTANT TAX INFORMATION

Under current United States federal income tax law, a United States Holder (as defined below) who receives payments pursuant to the Tender Offer will be subject to backup withholding unless such United States Holder (i) provides the Holder's correct taxpayer identification number ("*TIN*"), and certifies under penalties of perjury that the TIN provided is correct and that the Holder is a United States Holder and is not subject to backup withholding, by properly completing IRS Form W-9 (which is available at the IRS's website (www.irs.gov)), or (ii) otherwise establishes an exemption from backup withholding. If the Holder is an individual, the TIN is generally the Holder's social security number. For more information, including which TIN to provide if the tendered Notes are registered in more than one name or are not in the name of the actual owner, consult the instructions to IRS Form W-9. If the correct TIN is not provided, such United States Holder may be subject to various penalties.

You are a "*United States Holder*" if you are, for United States federal income tax purposes, (i) a citizen or individual resident of the United States, (ii) a corporation or partnership, or entity treated as a corporation or partnership for United States federal income tax purposes, that was created or organized in or under the laws of the United States or any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source or (iv) a trust (X) whose administration is subject to the primary supervision of a court within the United States and all substantial decisions of which are subject to the control of one or more United States persons (as defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended) or (Y) that has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

Exempt Holders (including, among others, certain corporations and foreign persons) are not subject to these backup withholding requirements. In order to avoid erroneous backup withholding, exempt Holders that are United States Holders must indicate their exempt status on a properly completed IRS Form W-9. Holders that are not United States Holders ("*Non-United States Holders*") should submit a properly completed IRS Form W-8BEN, "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)," or IRS Form W-8BEN-E, "Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)," or, if applicable, IRS Form W-8ECI, "Certificate of Foreign Person's Claim that Income Is Effectively Connected with the Conduct of a Trade or Business in the United States," or other appropriate IRS Form W-8, signed under penalties of perjury, attesting to that Non-United States Holder's foreign status. Non-United States Holders may obtain the appropriate IRS Form W-8 at the IRS's website (www.irs.gov).

A Holder's failure to submit an IRS Form W-9 or appropriate IRS Form W-8 will result in backup withholding at the applicable statutory rate (currently 24%) on any payments made pursuant to the Tender Offer. Holders are urged to consult with their tax advisors to determine the application of these backup withholding and information reporting requirements to them.

Backup withholding is not an additional United States federal income tax. Rather, amounts withheld under the backup withholding rules may be allowed as a credit or refund against a Holder's United States federal income tax liability if certain required information is timely provided to the IRS.

The Depository for the Tender Offer and Consent Solicitation is:

Global Bondholder Services Corporation

*By Regular, Registered or Certified Mail,
By Overnight Courier or By Hand*

By Facsimile:
(For Eligible Institutions only)
(212) 430-3775

65 Broadway – Suite 404
New York, New York 10006

Confirmations:
(866) 470-3800
(212) 430-3774

If a Holder has questions about the Tender Offer and Consent Solicitation or the procedures for tendering Notes and delivering the applicable related Consents, the Holder should contact the Dealer Managers, the Solicitation Agents or the Information Agent at their respective telephone numbers set forth below. If a Holder would like additional copies of the Offer to Purchase or this Letter of Transmittal, the Holder should call the Information Agent at its telephone numbers set forth below.

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

Global Bondholder Services Corporation

Global Bondholder Services Corporation
65 Broadway, Suite 404
New York, New York 10006
Attention: Corporate Actions
Banks and Brokers Call Collect: (212) 430-3774
All Others Call Toll-Free: (866) 470-3800

The Dealer Managers for the Tender Offer and the Solicitation Agents for the Consent Solicitation are:

Barclays Capital Inc.

Attention: Liability Management Group
745 Seventh Avenue, 5th Floor
New York, New York 10019
Collect: (212) 528-7581
Toll Free: (800) 438-3242
Email: us.lm@barclays.com

Citigroup Global Markets Inc.

Attention: Liability Management Group
388 Greenwich Street, 7th Floor
New York, New York 10013
Collect: (212) 723-6106
Toll-Free: (800) 558-3745
Email: ny.liabilitymanagement@citi.com