UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
Automotores Gildemeister SpA, *et al.*,[1]	Case No.: 21-10685 (LGB)
Debtors.	Jointly Administered

LETTER OF TRANSMITTAL FOR NOTEHOLDERS WITH CLAIMS IN CLASS 4 AND CLASS 5 TO BE COMPLETED IN CONJUNCTION WITH SUCH NOTEHOLDERS RECEIVING RESTRUCTURING CONSIDERATION PURSUANT TO THE DEBTORS' AMENDED JOINT PREPACKAGED CHAPTER 11 PLAN, AS MODIFIED

These instructions and the attached letter of transmittal are for use by Remaining Prepetition Noteholders (as defined below) who did not participate in the ATOP event to receive Restructuring Consideration (as defined below).

In addition, these instructions and the attached letter of transmittal are for use by Remaining Prepetition Noteholders with Claims in Class 4 and/or Class 5 and not for use by Holders of Related Party Claims. Separate instructions have been provided to such Holders of Related Party Claims.

PART I: IMPORTANT INFORMATION AND INSTRUCTIONS

This letter of transmittal (together with any documents required in connection therewith, the "Letter of Transmittal") is being sent to you because records indicate that you are the Holder of Claims in Class 4 and/or Class 5 under the *Debtors' Amended Joint Prepackaged Chapter 11 Plan, as Modified* (ECF No. 143) (including all exhibits annexed thereto and the Plan Supplement, as it may be modified, amended or supplemented from time to time, the "Plan")[2] and, accordingly, to the extent you did not participate in the ATOP event, you are required to provide certain information and certifications in order to receive distributions under the Plan on account of such Claims (such distributions, the "Restructuring Consideration"). This Letter of Transmittal contains important information about the Restructuring contemplated by the Plan, including instructions for how you can receive the Restructuring Consideration. Please review this Letter of Transmittal carefully.

IF YOU ARE THE BENEFICIAL HOLDER OF ANY ISSUANCE OF NOTES HELD THROUGH THE DEPOSITORY TRUST COMPANY ("DTC") AND LISTED IN TABLE 1 BELOW AND DID NOT TENDER SUCH NOTES INTO ATOP PRIOR TO JUNE 18, 2021 (SUCH NOTES THAT WERE NOT TENDERED INTO ATOP, COLLECTIVELY, THE "REMAINING PREPETITION NOTES" AND ANY BENEFICIAL HOLDER OF SUCH NOTES, A "REMAINING PREPETITION NOTEHOLDER"), THEN, AS PROVIDED IN THE PLAN, TO RECEIVE YOUR ENTITLEMENT OF NEW NOTES AND/OR SUBSTITUTE CONSIDERATION, YOU MUST (A) SURRENDER AND TRANSFER YOUR REMAINING PREPETITION NOTES TO THE APPLICABLE INDENTURE TRUSTEE VIA A DEPOSIT/WITHDRAWAL AT CUSTODIAN ("DWAC") AND (B) ON OR PRIOR TO THE DATE THAT

[1] The Debtors, together with each Debtor's Chilean, Brazilian, and/or Uruguayan tax identification number, as applicable, are: Automotores Gildemeister SpA (79.649.140-K), AG Créditos SpA (76.547.689-5), Marc Leasing, S.A. (96.658.270-7), Fonedar S.A. (216288040014), Camur S.A. (216589740015), Lodinem S.A. (217115010014), Carmeister S.A. (96.630.690-7), Maquinaria Nacional S.A. (Chile) (96.812.980-5), RTC S.A. (89.414.100-K), Fortaleza S.A. (76.856.380-2), Maquinarias Gildemeister S.A. (78.862.000-8), Comercial Gildemeister S.A. (76.856.310-1), and Bramont Montadora Industrial e Comercial de Vehiculos S.A. (04.926.142/0002-16). The location of the corporate headquarters and the service address for Automotores Gildemeister SpA is: 11000 Avenida Las Condes Vitacura, Santiago, Chile.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

IS ONE HUNDRED EIGHTY (180) DAYS AFTER THE PLAN EFFECTIVE DATE, WHICH IS DECEMBER 27, 2021 (THE "FINAL DATE"), SUBMIT A DULY COMPLETED LETTER OF TRANSMITTAL DIRECTLY TO PRIME CLERK LLC, AS AGENT TO THE DISBURSING AGENT, AT THE ADDRESS IN TABLE 2 BELOW.

IF YOU ULTIMATELY FAIL TO PROVIDE THE REORGANIZED DEBTORS WITH THE NECESSARY INFORMATION AND CERTIFICATIONS BY THE FINAL DATE, YOU WILL NOT RECEIVE A DISTRIBUTION IN RESPECT OF YOUR REMAINING PREPETITION NOTES AND YOUR CLAIMS IN RESPECT OF SUCH REMAINING PREPETITION NOTES WILL BE CANCELLED, DISCHARGED AND FORFEITED.

Table 1.

Issue	CUSIP/ISIN
7.5% Senior Secured Notes due 2025 (144A)	05330JAF5 / US05330JAF57
7.5% Senior Secured Notes due 2025 (REGS)	P06006AE3 / USP06006AE32
6.75% Senior Unsecured Notes due 2023 (144A)	05330JAD0 / US05330JAD00
6.75% Senior Unsecured Notes due 2023 (REGS)	P06006AC7 / USP06006AC75
7.50% Senior Secured Notes due 2021 (144A)	05330JAE8 / US05330JAE82
7.50% Senior Secured Notes due 2021 (REGS)	P06006AD5 / USP06006AD58
8.25% Senior Unsecured Notes due 2021 (144A)	05330JAA6 / US05330JAA60
8.25% Senior Unsecured Notes due 2021 (REGS)	P06006AA1 / USP06006AA10
8.25% Senior Unsecured Notes due 2021	P06006AB9 / USP06006AB92

Table 2.

Prime Clerk LLC
One Grand Central Place
60 East 42nd Street
Suite 1440
New York, NY 10165
Call Toll-Free: (877) 328-3687
Call International Toll: (347) 532-5859
Call Spanish Speaking Toll: (929) 203-3359
Email: gildemeisterdistributions@Primeclerk.com

By Mail, Overnight Courier or Hand Delivery:
Prime Clerk LLC
One Grand Central Place
60 East 42nd Street
Suite 1440
New York, NY 10165
Attn: Gildemeister Distributions

If you would like to coordinate hand delivery of your Letter of Transmittal, please notify Prime Clerk LLC by emailing gildemeisterdistributions@Primeclerk.com at least twenty four (24) hours prior to the anticipated date and time of your delivery.

The information and instructions contained herein together with the Plan and the Disclosure Statement should be read carefully before this Letter of Transmittal is completed. The information in this Part I and the additional instructions set forth in "Part II: Additional Instructions", below, form part of the terms and conditions to the delivery of the Restructuring Consideration.

Neither the Debtors nor the Reorganized Debtors have authorized any person to give any information or to make any representation other than those contained in this Letter of Transmittal and related documents and, if given or made, you must not rely on any such information or representation as having been authorized by the Debtors or the Reorganized Debtors. This Letter of Transmittal and any related documents do not constitute an offer to sell or the solicitation of an offer to purchase New Junior Tranche Secured Notes or New Subordinated Notes in any jurisdiction where such an offer is unlawful.

Debtors' Restructuring Proceeding and Reorganization Plan

On April 12, 2021 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the U.S. Bankruptcy Code with the U.S. Bankruptcy Court for the Southern District of New York (the "Court") together with, among other things, the *Debtors' Joint Prepackaged Chapter 11 Plan* (ECF No. 2). On May 10, 2021, the Debtors filed the *Third Amended Disclosure Statement for the Joint Prepackaged Plan of Reorganization of Automotores Gildemeister SpA and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (ECF No. 81) (including all exhibits and supplements, as it may be modified, amended or supplemented from time to time, the "Disclosure Statement"). On May 27, 2021, the Debtors filed the Plan and, on May 28, 2021, the Court entered an order confirming the Plan. The Plan became effective on June 30, 2021.

As part of the Plan, each Remaining Prepetition Noteholder with an Allowed Claim in Class 4 or Class 5 is entitled to take steps to receive the Restructuring Consideration, the form of which will depend on, *inter alia*, (a) the Class of such Remaining Prepetition Noteholder's Claim and (b) such Remaining Prepetition Noteholder's status as a Qualified Holder or Non-Qualified Holder (in each case as defined below). In order to receive the Restructuring Consideration, Remaining Prepetition Noteholders are required to surrender and transfer their Remaining Prepetition Notes to the applicable indenture trustee via DWAC and to comply with the procedures, make such certifications and deliver such documents (including the Letter of Transmittal) as set forth in this Letter of Transmittal and the Plan. For the purposes of surrendering and transferring their Remaining Prepetition Notes to the applicable indenture trustee via DWAC, Remaining Prepetition Noteholders must coordinate with the bank, broker or other financial institution that holds the Remaining Prepetition Notes "in street name" at DTC for the benefit of such Remaining Prepetition Noteholder (the "Nominees").

Following the Final Date, Remaining Prepetition Noteholders who have not surrendered and tendered their Remaining Prepetition Notes to the applicable indenture trustee via DWAC or who failed to submit a duly completed and complying Letter of Transmittal on or prior to the Final Date will not receive the Restructuring Consideration in respect of their Remaining Prepetition Notes and will have their Remaining Prepetition Notes cancelled and removed from DTC.

For the avoidance of doubt and as set forth in the Plan, the "Distribution Record Date" does not apply to the Debtors' securities, and such securities (including the 7.5% Notes due 2025 and Unsecured Legacy Notes) may

continue to trade on and after the Plan Effective Date; *provided* that the Reorganized Debtors reserve the right to request that DTC impose a "chill order" on any 7.5% Notes due 2025 and Unsecured Legacy Notes positions at any point for purposes of administering the distributions under the Plan and/or removing securities for which distributions have been made.

Qualified Holders and Non-Qualified Holders

The type of Restructuring Consideration that you will receive will depend on, among other things, whether you certify to being a Qualified Holder or a Non-Qualified Holder. Each Remaining Prepetition Noteholder is required to make such certification to be eligible to receive the Restructuring Consideration. If a Remaining Prepetition Noteholder fails to make such certification, such Remaining Prepetition Noteholder's Letter of Transmittal will be rejected.

A "Qualified Holder" is a Holder of an Allowed 7.5% Notes due 2025 Secured Claim or an Allowed Unsecured Notes and Related Party Claim who provides either one of the following two certifications:

(a) A certification that it is a "U.S. Person" as defined in Rule 902(k) under the Securities Act, and is either a "Qualified Institutional Buyer" as such term is defined in Rule 144A under the Securities Act or an "accredited investor" as defined in Regulation D under the Securities Act, and it acknowledges that it will be receiving "restricted securities" within the meaning of Rule 144 under the Securities Act; or

(b) A certification that it is not a "U.S. Person" as defined in Rule 902(k) under the Securities Act and is qualified to participate in acquiring New Junior Tranche Secured Notes and New Subordinated Notes, as applicable, in accordance with the laws of its jurisdiction of location or residence.

A "Non-Qualified Holder" is a Holder of an Allowed 7.5% Notes due 2025 Secured Claim or an Allowed Unsecured Notes and Related Party Claim that is not a Qualified Holder or that fails to provide either of the two certifications above in order to qualify as a Qualified Holder.

The definitions of "U.S. person", "Qualified Institutional Buyer" and "accredited investor" are included in "Part IV: Certification of Eligibility Definitions." You are urged to carefully review the definitions before making your certifications in accordance with the Letter of Transmittal.

Because the Reorganized Debtors will rely on the Letter of Transmittal in order to comply with the Plan, it is important that you carefully answer the questions in the Letter of Transmittal and understand that you may be held liable for any misstatement or omission contained therein. Pursuant to 18 U.S.C. § 157 and other laws related to bankruptcy fraud, a person or entity that makes a false or fraudulent representation, claim or promise concerning or in relation to a proceeding under title 11 of the U.S. Bankruptcy Code may be fined, imprisoned not more than five (5) years or both.

The Restructuring Consideration

Pursuant to section 3.2(d)(3) of the Plan, each Holder of an Allowed 7.5% Notes due 2025 Secured Claim shall, subject to sections 6.4 and 6.5 of the Plan, be entitled to receive the following Restructuring Consideration:

(a) if such Holder is not a Cash-Out Electing Holder (a "Non-Cash-Out Electing Holder"), (i) if such Holder is a Qualified Holder, $0.56046 in principal amount of New Junior Tranche Secured Notes for each $1.00 of Allowed 7.5% Notes due 2025 Secured Claims held by such Holder, (ii) if such Holder is a Qualified Holder, $0.19789 in principal amount of New Subordinated Notes for each $1.00 of Allowed 7.5% Notes due 2025 Secured Claims held by such Holder, and (iii) its Pro Rata Share (based on the proportion that such Non-Cash-Out Electing Holder's Allowed 7.5% Notes due 2025 Secured Claims bears to the sum of all Allowed 7.5% Notes due 2025 Secured Claims held by all Non-Cash-Out Electing Holders) of 100.0% of the USA Holdco LLC Units; or

(b) if such Holder of an Allowed 7.5% Notes due 2025 Secured Claim has affirmatively made a Plan

Election through ATOP on or prior to the ATOP Deadline to receive a Cash-Out Distribution (a "Cash-Out Electing Holder"), Cash in an aggregate amount equal to 18.6833% of such Holder's Allowed 7.5% Notes due 2025 Secured Claim (a "Cash-Out Distribution") and such Holder shall be deemed to have waived any distribution under the Plan under Class 5 on account of its Allowed 7.5% Notes due 2025 Unsecured Deficiency Claims. For the avoidance of doubt, Qualified Holders and Non-Qualified Holders of Allowed 7.5% Notes due 2025 Secured Claims may elect to receive a Cash-Out Distribution.

Pursuant to section 3.2(e)(3) of the Plan, each Holder of an Allowed Unsecured Notes and Related Party Claim shall, subject to sections 6.4 and 6.5 of the Plan, be entitled to receive the following Restructuring Consideration:

(a) if such Holder is not a New Junior Tranche Secured Notes Substituting Creditor and is a Qualified Holder, $0.1939 in principal amount of the New Junior Tranche Secured Notes for each $1.00 of Allowed Unsecured Notes and Related Party Claims held by such Holder; or

(b) if such Holder (i) voted to accept the Plan and (ii) affirmatively elects on or prior to the Distribution Election Deadline to receive such Holder's New Junior Tranche Secured Notes Substitute Distribution (a "New Junior Tranche Secured Notes Substituting Creditor"):

(i) $0.1939 in Cash for each $1.00 of Allowed Unsecured Notes and Related Party Claims held by such New Junior Tranche Secured Notes Substituting Creditor subject to a total aggregate cap on all Cash distributions payable to all electing New Junior Tranche Secured Notes Substituting Creditors of $3,000,000 (the "Cash Distribution Cap"); *provided*, that, to the extent the total Allowed Unsecured Notes and Related Party Claims held by all New Junior Tranche Secured Notes Substituting Creditors would result in Cash distributions under this clause 3.2(e)(3)(B)(i) exceeding the Cash Distribution Cap, the Disbursing Agent shall allocate the Cash distributions not exceeding the Cash Distribution Cap proportionally among the Allowed Unsecured Notes and Related Party Claims held by the New Junior Tranche Secured Notes Substituting Creditors (based on the proportion that each such New Junior Tranche Secured Notes Substituting Creditor's Allowed Unsecured Notes and Related Party Claim bears to the sum of all Allowed Unsecured Notes and Related Party Claims held by all New Junior Tranche Secured Notes Substituting Creditors); and

(ii) (A) if the Holder is a Qualified Holder, $0.1939 in aggregate principal amount of New Junior Tranche Secured Notes for each $1.00 of Allowed Unsecured Notes and Related Party Claims for which no Cash distribution was made pursuant to clause 3.2(e)(3)(B)(i) due to the Cash Distribution Cap; or (B) if the Holder is not a Qualified Holder, such Holder's share of the Substitute Consideration for each $1.00 of Allowed Unsecured Notes and Related Party Claims for which no Cash distribution was made pursuant to clause 3.2(e)(3)(B)(i) due to the Cash Distribution Cap (together, (i) and (ii), a "New Junior Tranche Secured Notes Substitute Distribution").

For the avoidance of doubt, no Holder of Allowed Unsecured Notes and Related Party Claims shall receive a recovery under the Plan of more than $0.1939 in Cash and New Junior Tranche Secured Notes combined for each $1.00 of their Allowed Unsecured Notes and Related Party Claims.

Pursuant to section 6.5(a) of the Plan, New Junior Tranche Secured Notes and New Subordinated Notes will be issued only to Qualified Holders. In lieu of receiving New Junior Tranche Secured Notes or New Subordinated Notes, Non-Qualified Holders shall only be entitled to the Substitute Consideration in respect thereof, which may be zero.

The Distribution Election Deadline and the ATOP Deadline both occurred on June 18, 2021. As such, neither you nor any other Remaining Prepetition Noteholder will be eligible to receive a Cash-Out Distribution under section 3.2(d)(3) of the Plan or New Junior Tranche Secured Notes Substitute Distribution under section 3.2(e)(3) under the Plan.

New Junior Tranche Secured Notes

(a) Each Holder of an Allowed 7.5% Notes due 2025 Secured Claim that is a Qualified Holder, surrenders and tenders its Remaining Prepetition Notes to the applicable indenture trustee via DWAC, validly submits its Letter of Transmittal on or prior to the Final Date, makes the necessary certifications and is not a Cash-Out Electing Holder will receive junior tranche secured notes pursuant to section 3.2(d)(3) of the Plan and (b) each Holder of an Allowed Unsecured Notes and Related Party Claim that is a Qualified Holder, surrenders and tenders its Remaining Prepetition Notes to the applicable indenture trustee via DWAC, validly submits its Letter of Transmittal on or prior to the Final Date, makes the necessary certifications and is not a New Junior Tranche Secured Notes Substituting Creditor will receive additional junior tranche secured notes pursuant to section 3.2(e)(3) of the Plan (described above), which junior tranche secured notes shall all be issued under the same indenture and distributed as provided in the Plan (all such notes, the "New Junior Tranche Secured Notes"). The New Junior Tranche Secured Notes are DTC-eligible and will be distributed through DTC.

Neither the Debtors nor the Reorganized Debtors have registered the New Junior Tranche Secured Notes under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The New Junior Tranche Secured Notes may not be offered or sold in the United States or to any U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The New Junior Tranche Secured Notes are only being delivered to Qualified Holders.

New Subordinated Notes

Each Holder that beneficially owns an Allowed 7.5% Notes due 2025 Secured Claim, is a Qualified Holder, surrenders and tenders its Remaining Prepetition Notes to the applicable indenture trustee via DWAC, validly submits its Letter of Transmittal on or prior to the Final Date and makes the necessary certifications will receive a subordinated tranche of unsecured notes pursuant to section 3.2(d)(3) of the Plan (described above), which subordinated tranche of unsecured notes shall be distributed as provided in the Plan (the "New Subordinated Notes"). The New Subordinated Notes are DTC-eligible and will be distributed through DTC.

Neither the Debtors nor the Reorganized Debtors have registered the New Subordinated Notes under the Securities Act or any state securities laws. The New Subordinated Notes may not be offered or sold in the United States or to any U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The New Subordinated Notes are only being delivered to Qualified Holders.

Substitute Consideration

All New Notes under the Plan that would have been issuable and deliverable to Non-Qualified Holders, if they had been Qualified Holders, will be deposited with an agent (the "Selling Agent"). The Selling Agent shall offer such New Notes in one or more sale transactions within two hundred ten (210) days following the Plan Effective Date (the "Sale Period"), pursuant to a selling agreement to be entered into between the Reorganized Debtors and the Selling Agent (the "Selling Agent Agreement").

The price, terms and manner of sale will be on the best terms reasonably available at the time using a transparent open market process and shall be for Cash. The proceeds of any and all such sales (net of the costs of sale including the fees of any agent, broker, marketing agent, placement agent or underwriter appointed in relation to the sale and any taxes and provisions for taxes on sale) shall be distributed, on a pro rata basis, to such Non-Qualified Holders at the end of the Sale Period (the "Net Cash Proceeds"). In the event that a sale of such New Notes is unable to be consummated at any price within the Sale Period or the Net Cash Proceeds are zero, the amount of Substitute Consideration such Non-Qualified Holders are entitled to receive shall also be zero, and such

New Notes shall be cancelled for no consideration. None of the Debtors, the Reorganized Debtors, the Ad Hoc Group of Consenting Noteholders and the Selling Agent shall have any liability for any loss or alleged loss arising from such sale or a failure to procure any purchaser for any such New Notes.

Delivery of Restructuring Consideration

Each Remaining Prepetition Noteholder that is a Qualified Holder, surrenders and tenders its Remaining Prepetition Notes to the applicable indenture trustee via DWAC and, on or prior to the Final Date, validly submits its Letter of Transmittal will receive its applicable distribution of New Junior Tranche Secured Notes and New Subordinated Notes through the account at DTC identified by such Remaining Prepetition Noteholder in "Part V: Submission Form" of the Letter of Transmittal. Each Remaining Prepetition Noteholder that is a Non-Qualified Holder, surrenders and tenders its Remaining Prepetition Notes to the applicable indenture trustee via DWAC and, on or prior to the Final Date, validly submits its Letter of Transmittal will receive its distribution of Substitute Consideration, if any, through the bank account identified by such Remaining Prepetition Noteholder in "Part V: Submission Form" of the Letter of Transmittal.

The New Junior Tranche Secured Notes will be issued in minimum denominations of $1.00 and increments of $1.00 thereafter; therefore, the minimum tender denomination to instruct will be $1.00 with increments of $1.00 thereafter. The New Subordinated Notes will be issued in minimum denominations of $1.00 and increments of $1.00 thereafter. There will be no fractional amounts of New Junior Tranche Secured Notes or New Subordinated Notes issued; rather, all fractional amounts will be rounded down to the nearest whole denomination and no cash will be distributed in lieu of fractional amounts. Cash will be rounded down to the nearest penny.

You will receive the Restructuring Consideration on the dates specified in the "Timeline of the Restructuring and Important Dates" below.

Representations and Warranties of Remaining Prepetition Noteholders

By surrendering and tendering its Remaining Prepetition Notes to the applicable indenture trustee via DWAC and submitting this Letter of Transmittal, each Remaining Prepetition Noteholder agrees (or, in the case of the nominee or participant of such Remaining Prepetition Noteholder, the Remaining Prepetition Noteholder has confirmed in writing to the nominee or participant that it agrees) to accept the terms and conditions to the delivery of the Restructuring Consideration and to make the representations and warranties in "Part III: Certification of Eligibility" of this Letter of Transmittal.

Timeline of the Restructuring and Important Dates

DATE	**MILESTONE**
180 days following the Plan Effective Date (i.e., December 27, 2021)	• Final deadline for Remaining Prepetition Noteholders to submit their duly executed and complying Letters of Transmittal. Any Remaining Prepetition Noteholder who fails to submit its duly executed and complying Letter of Transmittal on or prior to the Final Date shall have its Remaining Prepetition Notes discharged and forfeited and any such Remaining Prepetition Noteholder shall not participate in any distribution on account of its Remaining Prepetition Notes under the Plan.
195 days following the Plan Effective Date (i.e., January 11, 2022), or as soon as reasonably practicable thereafter	• Qualified Holders who surrendered and tendered their Remaining Prepetition Notes to the applicable indenture trustee via DWAC and, on or prior to the Final Date, submitted their duly executed and complying Letters of Transmittal will receive their applicable Restructuring Consideration.

210 days following the Plan Effective Date (i.e., January 26, 2022), or as soon as reasonably practicable thereafter	• Non-Qualified Holders who surrendered and tendered their Remaining Prepetition Notes to the applicable indenture trustee via DWAC and, on or prior to the Final Date, submitted their duly executed and complying Letters of Transmittal will receive their Substitute Consideration, if any.

You may direct any questions about this Letter of Transmittal to Prime Clerk LLC, as agent to the Disbursing Agent, either (i) by writing Gildemeister Distributions, c/o Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165, (ii) calling U.S. Toll Free: (877) 328-3687 or International Toll (347) 532-5859 or (iii) Spanish Speaking Toll (929) 203-3359 or (iv) emailing gildemeisterdistributions@Primeclerk.com.

PART II: ADDITIONAL INSTRUCTIONS

The following are additional important instructions for each Remaining Prepetition Noteholder. The information in Part I and this Part II form part of the terms and conditions to the delivery of the Restructuring Consideration.

1. *Separate Letters of Transmittal for Each Beneficial Owner*. The Nominees for Remaining Prepetition Noteholders are required to submit a separate Letter of Transmittal through delivery to Prime Clerk LLC, as agent to the Disbursing Agent, for each beneficial owner.

2. *Signature Guarantees*. If a Letter of Transmittal delivered by a Remaining Prepetition Noteholder or instrument of transfer is signed by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Reorganized Debtors of such person's authority to so act must be submitted.

3. *Delivery of Letter of Transmittal and Remaining Prepetition Notes*. This Letter of Transmittal is to be used by Remaining Prepetition Noteholders who wish to, or whose customers wish to, receive the Restructuring Consideration.

   The method of delivery of any required information or the Letter of Transmittal, as applicable, any required signature guarantees and all other required documents is at the election and risk of the Holder and delivery will be deemed to be made only when actually received (or when notice regarding DTC delivery thereof is received, if applicable) by Prime Clerk LLC, as agent to the Disbursing Agent. If delivery is by mail, it is suggested that the Remaining Prepetition Noteholder use properly insured, registered mail with return receipt requested, and that the mailing be made sufficiently in advance of the Final Date to permit delivery to Prime Clerk LLC, as agent to the Disbursing Agent, on or prior to such date.

   No alternative, conditional or contingent submissions will be accepted.

   Any beneficial holder whose Remaining Prepetition Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to deliver Remaining Prepetition Notes in order to receive the Restructuring Consideration should contact such broker, dealer, commercial bank, trust company or other nominee promptly and instruct such broker, dealer, commercial bank, trust company or other nominee to deliver on such beneficial holder's behalf. If such beneficial holder wishes to deliver directly, such beneficial holder must, prior to completing and executing the Letter of Transmittal and surrendering Remaining Prepetition Notes to the applicable indenture trustee via DWAC, either make appropriate arrangements to register ownership of the Remaining Prepetition Notes in such beneficial holder's own name or obtain a validly completed bond power from the broker, dealer, commercial bank, trust company or other nominee. Beneficial holders should be aware that the transfer of registered ownership may take considerable time.

   Delivery of the Letter of Transmittal to Prime Clerk LLC, as agent to the Disbursing Agent, at an address other than as set forth herein will not constitute a valid delivery. The time by which the Letter of Transmittal is actually received by Prime Clerk LLC shall be the time used to determine whether a Letter of Transmittal has been submitted by the Final Date.

4. *Determination of Validity, Eligibility and Compliance*. The Reorganized Debtors reserve the right to waive any irregularities in connection with deliveries or completion of Letters of Transmittal and whether to permit defects to be cured within such time as the Reorganized Debtors determine. The Reorganized Debtors will determine, in their sole discretion, all questions as to the validity, form, eligibility (including time of receipt), assignment and acceptance of any Letter of Transmittal and their determination shall be final and binding on all parties. Unless waived, all defects or irregularities in connection with submissions must be cured within such time as the Reorganized Debtors shall determine. None of the Reorganized Debtors, the Disbursing Agent nor any other person is or will be obligated to give notice of defects or irregularities or waivers in submissions, nor shall any of them incur any liability for failing to give any such notice. The Reorganized Debtors' interpretation of the terms and conditions of the

Restructuring Consideration (including this Letter of Transmittal and the instructions hereto) will be final and binding on all parties.

5. *Requests for Assistance or Additional Copies*. Any questions or requests for assistance or additional copies of this Letter of Transmittal may be directed to Prime Clerk LLC, as agent to the Disbursing Agent, at its telephone numbers and/or addresses set forth in this Letter of Transmittal.

6. *Information Reporting and Backup Withholding.* Any payments made to U.S. Holders may be subject to information reporting and backup withholding of U.S. federal income tax, currently at a rate of 24%. Certain U.S. Holders, including corporations, are exempt from these information reporting and backup withholding tax rules. If applicable, to avoid backup withholding, U.S. Holders that do not otherwise establish an exemption should complete and return an Internal Revenue Service ("IRS") Form W-9, certifying that such U.S. Holder is a U.S. person, that the taxpayer identification number ("TIN") provided is correct, and that such U.S. Holder is not subject to backup withholding. If applicable, non-U.S. Holders may be required to complete and submit an IRS Form W-8BEN, IRS Form W-8BEN-E or other applicable IRS Form W-8, signed under penalties of perjury, attesting to the Holder's foreign status. Such forms may be obtained from the Depositary or at the IRS website at www.irs.gov. If you provide an incorrect TIN or other false information, certifications or affirmations, you may be subject to penalties imposed by the IRS.

   If applicable, failure to provide the information on the Form W-9 may subject the Payee to a U.S. $50 penalty imposed by the Internal Revenue Service and 24% federal income tax backup withholding on any payment. Backup withholding is not an additional tax. Taxpayers may use amounts withheld as a credit against their U.S. federal income tax liability or may claim a refund of any excess amounts withheld by timely filing a claim for refund with the IRS.

7. *Transfer Taxes*. The Reorganized Debtors shall pay all transfer taxes, if any, applicable to the Restructuring Consideration. If, however, transfer taxes are payable in circumstances where certificates representing the New Notes for principal amounts not offered or accepted are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the Remaining Prepetition Notes or where Remaining Prepetition Notes are registered in the name of any person other than the person surrendering and transferring the Remaining Prepetition Notes to the applicable indenture trustee via DWAC, or if a transfer tax is imposed for any reason other than the delivery of Remaining Prepetition Notes in connection with the Restructuring Consideration, then the amount of any such transfer taxes (whether imposed on the registered holder or any other person) will be payable by the Holder delivering the Remaining Prepetition Notes. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such Holder.

   Except as provided in this Additional Instruction 7, it will not be necessary for transfer stamps to be affixed to the Remaining Prepetition Notes surrendered and transferred to the applicable indenture trustee via DWAC.

PART III: CERTIFICATION OF ELIGIBILITY

THE NEW JUNIOR TRANCHE SECURED NOTES AND NEW SUBORDINATED NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR ANY STATE SECURITIES LAWS.

Under the Plan, the New Junior Tranche Secured Notes and New Subordinated Notes are being issued only to Qualified Holders. Non-Qualified Holders shall not be entitled to receive any New Junior Tranche Secured Notes or New Subordinated Notes and shall only be entitled to receive the Substitute Consideration in respect thereof, which may be zero.

1. Required Certifications

In order to receive the Restructuring Consideration and to enable the Reorganized Debtors to ensure that these limitations are met, you must make the certifications below:

1. The undersigned is (or, in the event that the undersigned is acting on behalf of a beneficial owner of the Remaining Prepetition Notes, has received written confirmation from the beneficial owner that such beneficial owner is) a Holder of Remaining Prepetition Notes in the aggregate principal amount(s) (without reference to any accrued and unpaid interest or penalties) set forth below (*provide applicable amount(s) in the table below*). Please note that the below information will be used to surrender and transfer your Remaining Prepetition Notes to the applicable indenture trustee via DWAC after the Final Date and prior to delivery of the Restructuring Consideration.

Basis for Claim	**CUSIP / ISIN**	**Principal Amount (in USD)**	**DTC Participant Name**	**DTC Participant Number**	**Beneficial Holder Account Number**
7.5% Senior Secured Notes due 2025 (144A)	05330JAF5 / US05330JAF57				
7.5% Senior Secured Notes due 2025 (REGS)	P06006AE3 / USP06006AE32				
6.75% Senior Unsecured Notes due 2023 (144A)	05330JAD0 / US05330JAD00				
6.75% Senior Unsecured Notes due 2023 (REGS)	P06006AC7 / USP06006AC75				
7.50% Senior Secured Notes due 2021 (144A)	05330JAE8 / US05330JAE82				
7.50% Senior Secured Notes due 2021 (REGS)	P06006AD5 / USP06006AD58				
8.25% Senior Unsecured Notes due 2021 (144A)	05330JAA6 / US05330JAA60				
8.25% Senior Unsecured Notes due 2021 (REGS)	P06006AA1 / USP06006AA10				
8.25% Senior Unsecured Notes due 2021	P06006AB9 / USP06006AB92				

2. The undersigned certifies one of the following (*please check one, if applicable*):

   - ☐ that it is a "U.S. Person" as defined in Rule 902(k) under the Securities Act, and is either a "Qualified Institutional Buyer" as such term is defined in Rule 144A under the Securities Act or an "accredited investor" as defined in Regulation D under the Securities Act, and it acknowledges that it will be receiving "restricted securities" within the meaning of Rule 144 under the Securities Act; or

- ❑ that it is not a "U.S. Person" as defined in Rule 902(k) under the Securities Act and is qualified to participate in acquiring New Junior Tranche Secured Notes or New Subordinated Notes, as applicable, in accordance with the laws of its jurisdiction of location or residence.

For your reference, the definitions of "accredited investor", "United States", "U.S. person" and "qualified institutional buyer" are set forth in "Part IV: Certification of Eligibility Definitions."

3. The undersigned has agreed to make the following representations and warranties:

(a) if applicable, it is receiving the New Junior Tranche Secured Notes and New Subordinated Notes for its own account (or for the account of the beneficial holder of such Remaining Prepetition Notes) and not with any view toward the resale or distribution thereof;

(b) it is not (or, in the event that the undersigned is acting on behalf of a beneficial owner of the Remaining Prepetition Notes, has received written confirmation from the beneficial owner that such beneficial owner is not) the beneficial holder of any Remaining Prepetition Notes other than the Remaining Prepetition Notes listed in the table in Item 1 above;

(c) it has (or, in the event that the undersigned is acting on behalf of a beneficial owner of the Remaining Prepetition Notes, has received written confirmation from the beneficial owner that such beneficial owner has) carefully reviewed this Letter of Transmittal as well as the Plan and the Disclosure Statement; and

(d) it acknowledges (or, in the event that the undersigned is acting on behalf of a beneficial owner of the Remaining Prepetition Notes, has received written confirmation from the beneficial owner that such beneficial owner acknowledges) that the Reorganized Debtors are relying upon the representations, warranties and agreements contained in this Letter of Transmittal in determining the applicability of certain laws and regulations to the surrender and transfer of the Remaining Prepetition Notes and the delivery of the Restructuring Consideration.

IF YOU FAIL TO PROVIDE THE INFORMATION REQUIRED IN ITEM 1 OR FAIL TO CHECK A BOX IN ITEM 2 ABOVE, YOUR SUBMISSION WILL BE REJECTED, AND YOU WILL NOT RECEIVE ANY RESTRUCTURING CONSIDERATION UNTIL A DULY EXECUTED AND COMPLYING LETTER OF TRANSMITTAL HAS BEEN SUBMITTED. ANY REMAINING PREPETITION NOTEHOLDER WHO FAILS TO SUBMIT A DULY EXECUTED AND COMPLYING LETTER OF TRANSMITTAL ON OR PRIOR TO THE FINAL DATE SHALL HAVE ITS REMAINING PREPETITION NOTES DISCHARGED AND FORFEITED AND ANY SUCH REMAINING PREPETITION NOTEHOLDER SHALL NOT PARTICIPATE IN ANY DISTRIBUTION ON ACCOUNT OF ITS REMAINING PREPETITION NOTES UNDER THE PLAN.

IT IS IMPORTANT THAT YOU CAREFULLY ANSWER THE QUESTIONS IN THIS LETTER OF TRANSMITTAL AND UNDERSTAND THAT YOU MAY BE HELD LIABLE FOR ANY MISSTATEMENT OR OMISSION CONTAINED THEREIN. PURSUANT TO 18 U.S.C. § 157 AND OTHER LAWS RELATED TO BANKRUPTCY FRAUD, A PERSON OR ENTITY THAT MAKES A FALSE OR FRAUDULENT REPRESENTATION, CLAIM, OR PROMISE CONCERNING OR IN RELATION TO A PROCEEDING UNDER TITLE 11 OF THE U.S. BANKRUPTCY CODE MAY BE FINED, IMPRISONED NOT MORE THAN FIVE (5) YEARS, OR BOTH.

The undersigned agrees (i) not to copy or reproduce any part of any materials (except as permitted therein) received in connection with any transaction that the Debtors or Reorganized Debtors may undertake, (ii) not to distribute or disclose any part of such materials or any of their contents (except as permitted therein) to anyone other than, if applicable, the aforementioned beneficial owners on whose behalf the undersigned is acting and (iii) to

notify the Reorganized Debtors if any of the representations the undersigned makes in this letter (on its own behalf or on behalf of the beneficial owner for whom it is acting) cease to be correct.

Very truly yours,

Dated: _____,2021

By: _____
(Signature)

_____
(Name and Title) (Institution)

_____
(Address)

_____
(City/State/Zip Code)

_____
(Phone)

_____
(Facsimile)

PART IV: CERTIFICATION OF ELIGIBILITY DEFINITIONS

"Accredited investor" means:

(a) any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(1) Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds $1,000,000.

(b) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):

(1) The person's primary residence shall not be included as an asset;

(2) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(3) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

(c) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(1) Such right was held by the person on July 20, 2010;

(2) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(3) The person held securities of the same issuer, other than such right, on July 20, 2010.

(4) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(5) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii); and

(6) Any entity in which all of the equity owners are accredited investors.

"Qualified institutional buyer" means:

(a) (1) any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least US$100 million in securities of issuers that are not affiliated with the entity:

(A) any insurance company as defined in Section 2(13) of the Securities Act (Note: A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"), which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of such insurance company.);

(B) any investment company registered under the Investment Company Act or any business development company as defined in Section 2(a)(48) of the Investment Company Act;

(C) any small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958, as amended;

(D) any plan established and maintained by a U.S. state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

(E) any employee benefit plan within the meaning of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended;

(F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in subparagraph (a)(i)(D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

(G) any business development company as defined in Section 202(a)(222) of the U.S. Investment Advisers Act of 1940, as amended (the "Investment Advisers Act");

(H) any organization described in Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership, or Massachusetts or similar business trust; and

(I) any investment adviser registered under the Investment Advisers Act.

(2) any dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least US$10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer;

(3) any dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction (as defined below) on behalf of a qualified institutional buyer;

Note: A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a qualified institutional buyer without itself having to be a qualified institutional buyer.

(4) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in aggregate at least US$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that:

(A) each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(5) any entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; and

(6) any bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least US$100 million in securities of issuers that are not affiliated with it and that has an audited net worth at least US$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under the rule in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(b) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.

(c) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(d) In determining the aggregate amount of securities owned by an entity and invested on a discretionary basis, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(e) For the purposes of paragraph (a)(iii), "riskless principal transaction" means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a qualified institutional buyer, including another dealer acting as riskless principal for a qualified institutional buyer.

"United States" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

"U.S. person" means:

(a) any natural person resident in the United States;

(b) any partnership or corporation organized or incorporated under the laws of the United States;

(c) any estate of which any executor or administrator is a U.S. person;

(d) any trust of which any trustee is a U.S. person;

(e) any agency or branch of a foreign entity located in the United States;

(f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;

(g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and

(h) any partnership or corporation if:

(1) organized or incorporated under the laws of any foreign jurisdiction; and

(2) (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a)) who are not natural persons, estates or trusts.

The following are not "U.S. persons":

(a) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;

(b) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:

(1) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and

(2) the estate is governed by foreign law;

(c) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S.

person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;

(d) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;

(e) any agency or branch of a U.S. person located outside the United States if:

(f) the agency or branch operates for valid business reasons; and

(g) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and

(h) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

PART V: SUBMISSION FORM

Section A – Information Regarding Delivery of New Junior Tranche Secured Notes or New Subordinated Notes

Please provide the DTC Participant and corresponding brokerage account information for the deposit of New Junior Tranche Secured Notes or New Subordinated Notes, as applicable, into your brokerage account or the brokerage account of a designee. *It is strongly recommended that the below information be typed to ensure that it is legible.*

DTC Participant Name:_____

DTC Participant Number:_____

Beneficial Holder Account Number:_____

DTC Participant Contact Name:_____

DTC Participant Contact Telephone:_____

DTC Participant Contact Email:_____

Section B – Information Regarding Delivery of Substitute Consideration (if applicable)

Please provide the payment information below for purposes of receiving your Substitute Consideration (if applicable):

For Receipt of Funds by Wire

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Account Address:	
Bank Name:	
Bank Address:	
Reference:	

For Receipt of Funds by Check

Payee Name:	
Payee Address 1:	
Payee Address 2:	
Payee Address 3:	
Payee City:	
Payee State:	
Payee Postal Code:	
Payee Country:	

PART VI: SIGNATURE PAGE

(In addition, complete Form W-9 if applicable; see Additional Instruction 6 in "Part II: Additional Instructions" 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 on behalf of a Remaining Prepetition Noteholder, please set forth the full title and see Additional Instruction 2 in "Part II: Additional Instructions" of this Letter of Transmittal.

Name of Firm: _____

Name(s): _____

(Please Print)

Title: _____

Address (Including Postal Code): _____

_____

Country Code (if outside the U.S.), Area Code and Telephone Number: _____

E-mail: _____

Authorized Signature: _____

(Please Sign)

Dated: _____