



SEAGATE HDD CAYMAN

OFFERS TO PURCHASE FOR CASH

Up to the Tender Cap for each of the Outstanding Notes Listed Below

Title of Security	CUSIP Number	Principal Amount Outstanding	Tender Cap (Principal Amount)	Reference U.S. Treasury Security	Bloomberg Reference Page ⁽¹⁾	Fixed Spread (basis points)	Early Tender Premium (per \$1,000) ⁽²⁾
4.250% Senior Notes due 2022	81180WAV3	\$750,000,000	\$250,000,000	1.500% UST due 8/15/22	FIT 1	95	\$30.00
4.750% Senior Notes due 2023	81180WAH4	\$941,025,000	\$200,000,000	1.250% UST due 8/31/24	FIT 1	175	\$30.00
4.750% Senior Notes due 2025	81180WAL5	\$919,992,000	\$75,000,000	1.250% UST due 8/31/24	FIT 1	225	\$30.00

- (1) The applicable page on Bloomberg from which the Dealer Managers (as defined herein) will quote the bid side prices of the applicable U.S. Treasury Security. In the above table, "UST" denotes a U.S. Treasury Security.
- (2) The Total Consideration, which will be determined as set forth herein, will be inclusive of the Early Tender Premium but exclusive of Accrued Interest (as defined herein) and will be based on the fixed spread specified above plus the Reference Yield (as defined herein) of the Reference U.S. Treasury Security, to be determined by the Dealer Managers based on certain quotes available at 10:00 a.m., New York City time, on the Tender Offer Price Determination Date (as defined herein), which is expected to be September 17, 2019. See Schedule A for the applicable formula.

Each Offer (as defined herein) will expire at 11:59 p.m., New York City time, on September 30, 2019, or any other date and time to which Seagate HDD Cayman, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Company," "we" or "us"), extends such Offer (such date and time, as it may be extended, the "Expiration Date"), unless earlier terminated. You must validly tender your Notes (as defined below) at or prior to 5:00 p.m., New York City time, on September 16, 2019 (the "Early Tender Deadline") to be eligible to receive the applicable Total Consideration (as defined herein), which includes an early tender premium of \$30.00 per \$1,000 principal amount of the Notes accepted for purchase pursuant to the Offers (the "Early Tender Premium"). If you tender your Notes after the applicable Early Tender Deadline, but on or prior to the applicable Expiration Date, with respect to any Notes accepted for purchase you will be eligible to receive the applicable Tender Offer Consideration, which is an amount equal to the applicable Total Consideration minus the Early Tender Premium.

Notes may be withdrawn on or prior to, but not after, 5:00 p.m., New York City time, on September 16, 2019 (such date and time, as may be extended with respect to an Offer, the "Withdrawal Deadline"). Each Offer is subject to the satisfaction or waiver of the conditions, including, without limitation, the Financing Condition (as defined herein), described under the heading "The Offers—Conditions to the Offers."

Upon the terms and subject to the conditions described in this offer to purchase for cash (as amended or supplemented from time to time, the "Offer to Purchase") and the accompanying letter of transmittal (as amended or supplemented, the "Letter of Transmittal"), the Company hereby offers to purchase for cash (the "Offers") (i) up to an aggregate principal amount of \$250,000,000 (the "2022 Note Cap") of its 4.250% Senior Notes due 2022 (the "2022 Notes"), (ii) up to an aggregate principal amount of \$200,000,000 (the "2023 Note Cap") of its 4.750% Senior Notes due 2023 (the "2023 Notes"), and (iii) up to an aggregate principal amount of \$75,000,000 (the "2025 Note Cap" and, together with the 2022 Note Cap and 2023 Note Cap, collectively, the "Tender Caps") of its 4.750% Senior Notes due 2025 (the "2025 Notes", and together with the 2022 Notes and 2023 Notes, collectively, the "Notes", and each a "series" of Notes) from each registered holder of the Notes (individually, a "Holder" or "you", and collectively, the "Holders"). In addition to the applicable Total Consideration or Tender Offer Consideration, Holders whose Notes are accepted for purchase will be entitled to receive accrued and unpaid interest to, but not including, the applicable Settlement Date (as defined herein).

We reserve the right, but are under no obligation, to increase or decrease the applicable Tender Cap for any or all Offers at any time, subject to applicable law, which could result in us purchasing a greater or lesser aggregate principal amount of the Notes in such Offer, and we may do so without extending the applicable Withdrawal Deadline. The principal amount of Notes purchased in each Offer may be prorated as set forth herein. In addition, all Notes tendered in each Offer prior to or at the applicable Early Tender Deadline will have priority over Notes tendered in such Offer after the applicable Early Tender Deadline.

The Dealer Managers for the Offers are:

BofA Merrill Lynch

Morgan Stanley

September 3, 2019

No Offer is conditioned on any minimum principal amount of Notes of the applicable series being tendered. However, the Company's obligation to accept for purchase, and to pay for, Notes that are validly tendered and not validly withdrawn in each Offer is subject to the satisfaction or waiver of the conditions, including, without limitation, the Financing Condition, as described in "The Offers—Conditions to the Offers."

Holders of Notes that are validly tendered and not validly withdrawn on or prior to 5:00 p.m., New York City time, on September 16, 2019 (as the same may be extended with respect to an Offer, the "**Early Tender Deadline**"), and accepted for purchase will receive the applicable Total Consideration, which includes the Early Tender Premium set forth in the table on the cover page. The applicable Total Consideration for the Notes validly tendered and not validly withdrawn on or prior to the applicable Early Tender Deadline will be payable on the Early Settlement Date (as defined below). Holders of Notes validly tendered after such Early Tender Deadline, but on or prior to the applicable Expiration Date and accepted for purchase, will receive the applicable Tender Offer Consideration, payable on the Final Settlement Date (as defined herein). The "**Tender Offer Consideration**" will equal the applicable Total Consideration *minus* the Early Tender Premium. Notes purchased in the Offers will be retired and cancelled.

The "**Total Consideration**" per \$1,000 principal amount for each series of Notes validly tendered and accepted for purchase pursuant to the Offers will be determined in the manner described in this Offer to Purchase by reference to the fixed spread (the "**Fixed Spread**") specified for the applicable series on the front cover of this Offer to Purchase plus the yield (the "**Reference Yield**") based on the bid side price of the applicable U.S. Treasury Security (the "**Reference U.S. Treasury Security**") specified on the front cover of this Offer to Purchase for each series of Notes (such Fixed Spread plus Reference Yield, the "**Repurchase Yield**"), as calculated by BofA Securities, Inc. and Morgan Stanley & Co. LLC (together, the "**Dealer Managers**") at 10:00 a.m., New York City time, on September 17, 2019 (subject to certain exceptions set forth herein, such time and date, as the same may be extended with respect to an Offer, the "**Tender Offer Price Determination Date**").

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

If an Offer is not fully subscribed as of the Early Tender Deadline, subject to the applicable Tender Cap, 2022 Notes validly tendered and not validly withdrawn on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2022 Notes validly tendered after such Early Tender Deadline, 2023 Notes validly tendered and not validly withdrawn on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2023 Notes validly tendered after such Early Tender Deadline, and 2025 Notes validly tendered and not validly withdrawn on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2025 Notes validly tendered after such Early Tender Deadline. If an Offer is fully subscribed as of the applicable Early Tender Deadline, Holders who validly tender Notes of the applicable series after the Early Tender Deadline will not have any of their Notes of such series accepted for purchase. Subject to applicable law, the Company may increase or decrease the Tender Cap with respect to an Offer without extending the applicable Early Tender Deadline or Withdrawal Deadline.

Notes of a series may be subject to proration (rounded down to the nearest \$1,000 and to avoid the purchase of Notes in a principal amount other than \$2,000 or in an integral multiple of \$1,000 in excess thereof) if the aggregate principal amount of the Notes of such series validly tendered and not validly withdrawn is greater than the applicable Tender Cap. Furthermore, if an Offer is fully subscribed as of the applicable Early Tender Deadline, Holders who validly tender Notes of the applicable series after such Early Tender Deadline will not have any of their Notes of such series accepted for purchase. See "The Offers—Tender Caps and Proration" for more information on the possible proration relating to a particular series of Notes. Depending on the amount tendered and the applicable proration factor applied, if the principal amount of Notes returned to a Holder as a result of proration would result in less than the minimum authorized denomination of \$2,000 being returned to such Holder, the Company will either accept or reject all of such Holder's validly tendered Notes.

Payment for Notes that are validly tendered and not validly withdrawn on or prior to the Early Tender Deadline and accepted for purchase will be made promptly following the applicable Early Tender Deadline (such date of payment, the “*Early Settlement Date*”). The Company anticipates that the Early Settlement Date for the Offers will be September 18, 2019. Payment for Notes that are validly tendered after the applicable Early Tender Deadline but on or prior to the applicable Expiration Date and accepted for purchase will be made promptly following such Expiration Date (such date, the “*Final Settlement Date*”). The Company anticipates that the Final Settlement Date for the Offers will be October 2, 2019, assuming an amount of Notes of the applicable series equal to the Tender Cap is not purchased on the applicable Early Settlement Date. No tenders will be valid if submitted after the applicable Expiration Date. The Early Settlement Date and the Final Settlement Date are each referred to as a “*Settlement Date*.”

If you validly tender your Notes on or prior to the applicable Withdrawal Deadline, you may validly withdraw those tendered Notes at any time on or prior to the applicable Withdrawal Deadline, but not thereafter, except in certain limited circumstances where additional withdrawal rights are required by law (as determined by the Company in its sole discretion). In the event of termination of an Offer, Notes tendered pursuant to such Offer will be promptly returned. Notes tendered pursuant to the Offer and not purchased due to proration or a defect in the tender will be returned to the tendering Holders promptly following the Expiration Date.

None of the Company, Parent (as defined below), or their respective boards of directors, the Dealer Managers, the Tender Agent (as defined below), or Wells Fargo Bank, National Association, as trustee under the indentures pursuant to which the Notes were issued (the “Trustee”), is making any recommendation as to whether Holders should tender any Notes in response to an Offer. Holders must make their own decision as to whether to tender any of their Notes, and, if so, the principal amount of Notes to tender. You should consult your own tax, accounting, financial and legal advisers as you deem appropriate regarding the suitability of the tax, accounting, financial and legal consequences of participating or declining to participate in an Offer.

See “Certain U.S. Federal Income Tax Considerations” and “Certain Cayman Islands Tax Considerations” for a discussion of certain factors that should be considered in evaluating each Offer.

If you do not tender your Notes, they will remain outstanding. If the Company consummates the Offers, the applicable trading market for your outstanding Notes may be significantly more limited. For a discussion of this risk, see “Certain Significant Consequences and Risks Relating to the Offers.”

Each Offer may be terminated or withdrawn. The Company reserves the absolute right, subject to applicable law, to: (i) waive any and all conditions to an Offer, including, without limitation, the Financing Condition; (ii) extend or terminate an Offer; (iii) increase, decrease or eliminate the applicable Tender Cap without extending the applicable Early Tender Deadline or Withdrawal Deadline; or (iv) otherwise amend an Offer in any respect.

TABLE OF CONTENTS

	Page
IMPORTANT DATES.....	iv
IMPORTANT INFORMATION.....	v
WHERE YOU CAN FIND MORE INFORMATION.....	vi
INFORMATION INCORPORATED BY REFERENCE.....	vi
CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS.....	vi
SUMMARY.....	1
THE OFFERS.....	6
CERTAIN SIGNIFICANT CONSEQUENCES AND RISKS RELATING TO THE OFFERS.....	18
OTHER PURCHASES OF SECURITIES.....	20
CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS.....	20
CERTAIN CAYMAN ISLANDS TAX CONSIDERATIONS.....	20
DEALER MANAGERS AND INFORMATION AGENT AND TENDER AGENT.....	23
MISCELLANEOUS.....	24
Schedule A - Formula for Determining Total Consideration and Accrued Interest	

IMPORTANT DATES

You should take note of the following important dates in connection with the Offers:

<u>Date</u>	<u>Calendar Date and Time</u>	<u>Event</u>
Launch Date	September 3, 2019	The commencement date of the Offers.
Early Tender Deadline	5:00 p.m., New York City time, on September 16, 2019, unless extended.	The last time for you to tender Notes in order to qualify for payment of the Total Consideration, which includes the Early Tender Premium. Notes validly tendered on or prior to the Early Tender Deadline will be accepted for purchase in priority to Notes validly tendered thereafter.
Withdrawal Deadline	5:00 p.m., New York City time, on September 16, 2019, unless extended.	The last time for you to validly withdraw tenders of Notes made prior to the Withdrawal Deadline. Notes tendered after such time may not be validly withdrawn, unless otherwise required by applicable law.
Tender Offer Price Determination Date	10:00 a.m., New York City time, on September 17, 2019, unless extended.	The Dealer Managers will calculate the Total Consideration for the Notes in the manner described in this Offer to Purchase.
Early Settlement Date	A date promptly following the Early Tender Deadline, anticipated to be September 18, 2019, the second business day after the Early Tender Deadline.	For Notes that have been validly tendered at or before the Early Tender Deadline (and not subsequently validly withdrawn) and that are accepted for payment, the date that settlement will occur, subject to all conditions to the Offer having been satisfied or waived. We will deposit with the Tender Agent the applicable Total Consideration, payable to holders whose Notes are accepted for purchase on the Early Settlement Date, together with any Accrued Interest.
Expiration Date	11:59 p.m., New York City time, on September 30, 2019, unless extended.	The last day for you to tender Notes pursuant to each Offer and to qualify for payment of the applicable Tender Offer Consideration.
Final Settlement Date	A date promptly following the Expiration Date, anticipated to be October 2, 2019, the second business day after the Expiration Date.	For Notes that have been validly tendered after the Early Tender Deadline and on or prior to the Expiration Date and that are accepted for payment, the date that settlement will occur, subject to all conditions to each Offer having been satisfied or waived. We will deposit with the Tender Agent the applicable Tender Offer Consideration, payable to holders whose Notes are accepted for purchase on the Expiration Date, together with any Accrued Interest.

IMPORTANT INFORMATION

Each series of Notes is represented by one or more global certificates registered in the name of Cede & Co., the nominee of The Depository Trust Company (“*DTC*”). *DTC* is the only registered holder of the Notes. *DTC* facilitates the clearance and settlement of securities transactions through electronic book-entry changes in accounts of *DTC* participants. *DTC* participants include securities brokers and dealers, banks, trust companies, clearing corporations and other organizations.

A beneficial owner whose Notes are held by a broker, dealer, commercial bank, trust company or other nominee and who desires to tender such Notes in the Offers must contact its nominee and instruct the nominee to tender its Notes on its behalf.

To validly tender Notes, Global Bondholder Services Corp., as information agent and tender agent (together, the “*Tender Agent*”), must receive, on or prior to the Early Tender Deadline or the Expiration Date, as applicable:

- a timely book-entry transfer of such Notes and a properly completed Letter of Transmittal; or
- an Agent’s Message through the automated tender offer program (“*ATOP*”) of *DTC*.

There are no guaranteed delivery provisions provided for by the Company in order to tender Notes in the Offers. For more information regarding the procedures for tendering your Notes, see “The Offers—Procedure for Tendering Notes.”

Requests for additional copies of this Offer to Purchase and requests for assistance relating to the procedures for tendering Notes may be directed to the Tender Agent at its address and telephone numbers on the back cover page of this Offer to Purchase. Requests for assistance relating to the terms and conditions of each Offer may be directed to the Dealer Managers at their addresses and telephone numbers on the back cover page of this Offer to Purchase. Beneficial owners may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance regarding the Offers.

You should read this Offer to Purchase and the Letter of Transmittal carefully before making a decision to tender your Notes.

The Company has not filed this Offer to Purchase with, and it has not been reviewed by, any federal or state securities commission or regulatory authority of any country. No authority has passed upon the accuracy or adequacy of this Offer to Purchase and it is unlawful and may be a criminal offense to make any representation to the contrary.

This Offer to Purchase and related documents do not constitute an offer to buy or the solicitation of an offer to sell Notes in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require the Offers to be made by a licensed broker or dealer, each Offer will be deemed to be made on behalf of the Company by the Dealer Managers or one or more registered brokers or dealers licensed under the laws of such jurisdiction.

Neither the delivery of this Offer to Purchase and related documents nor any purchase of Notes by the Company will, under any circumstances, create any implication that the information contained in this Offer to Purchase or in any related document is current as of any time subsequent to the date of such information.

No dealer, salesperson or other person has been authorized to give any information or to make any representations with respect to the Offers other than the information and representations contained or incorporated by reference in this Offer to Purchase or in the Letter of Transmittal, and, if given or made, such information or representations must not be relied upon as having been authorized.

From time to time after completion of the Offers, the Company or any of its subsidiaries or affiliates may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers or otherwise or the Company may redeem Notes pursuant to their terms. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Offers. Any future purchases or redemptions by the Company or any of its subsidiaries or affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Company or any of its subsidiaries or affiliates may choose to pursue in the future.

In this Offer to Purchase, the Company has used the convention of referring to all Notes that have been validly tendered and not validly withdrawn as having been “validly tendered.”

WHERE YOU CAN FIND MORE INFORMATION

Seagate Technology plc, a public limited liability company incorporated under the laws of Ireland, and our parent entity (“*Parent*”) and a guarantor of the Notes, files periodic reports, proxy statements and other information with the U.S. Securities and Exchange Commission (the “*SEC*”). These SEC filings are available over the Internet at the SEC’s website at <http://www.sec.gov>.

INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to “incorporate by reference” the information from other documents Parent files with the SEC, which means:

- incorporated documents are considered part of this Offer to Purchase;
- we can disclose important information to you by referring you to those documents; and
- information that we file with the SEC after the date of this Offer to Purchase will automatically update and supersede the information contained in this Offer to Purchase and incorporated filings.

We incorporate by reference only the following documents and any future filings Parent makes with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”) after the date of this Offer to Purchase and before the Expiration Date; provided, however, we do not incorporate by reference any documents or information deemed to have been furnished and not filed in accordance with the SEC rules:

- those portions of Parent’s Proxy Statement for its 2018 Annual Meeting of Shareholders which were also incorporated by reference into Part III of its Annual Report on Form 10-K for the year ended June 29, 2018; and
- Parent’s Annual Report on Form 10-K for the year ended June 28, 2019.

We will provide you with a copy of any or all information that has been incorporated by reference in this Offer to Purchase (other than exhibits, unless they are specifically incorporated by reference into the document requested) upon written or oral request and at no cost. Requests should be directed to: Katherine E. Schuelke, Senior Vice President, Chief Legal Officer and Corporate Secretary, 38/39 Fitzwilliam Square, Dublin 2, D02 NX53, Ireland, (+353) (1) 234-3136, or kate.schuelke@seagate.com.

The Tender Agent will provide you, upon request, a copy of any of these documents (other than an exhibit to these documents, unless the exhibit is specifically incorporated by reference into the document requested), at no cost. Requests for such documents should be directed to the Tender Agent at its address set forth on the back cover page of this Offer to Purchase.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements and assumptions included in this Offer to Purchase are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 or Section 21E of the Securities Exchange Act of 1934, each as amended, including, in particular, statements about our plans, strategies and prospects, demand for our products, shifts in technology, estimates of industry growth, our ability to effectively manage our debt obligations and our cash liquidity position, our restructuring efforts, the sufficiency of our sources of cash to meet our cash needs for the next 12 months, our expectations regarding capital expenditures, the potential impact of trade barriers or regulatory actions, such as import/export duties and restrictions, tariffs and quotas imposed by the U.S. or other countries in which Parent conducts its business and changes in the regulatory regime governing the flow of data across international borders for the fiscal year ended July 3, 2020. These statements identify prospective information and may include words such as “expects,” “intends,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “projects,” “may,” “will” or negative of these words, variations of these words and comparable terminology. These forward-looking statements are based on information available to Parent as of the date of this Offer to Purchase and are based on management’s current views and assumptions. These forward-looking statements are conditioned upon and also involve a number of known and unknown risks, uncertainties and other factors that could cause actual results, performance or events to differ materially from those anticipated by these forward-looking statements. Such risks, uncertainties and other factors may be beyond our control and may pose a risk to our operating and financial condition. Such risks and uncertainties include, but are not limited to:

- the uncertainty in global economic and political conditions;
- the development and introduction of products based on new technologies and expansion into new data storage markets;
- the impact of competitive product announcements and unexpected advances in competing technologies or changes in market trends;
- the impact of variable demand and an adverse pricing environment for storage products;
- Parent’s ability to achieve projected cost savings in connection with its restructuring plans and consolidation of its manufacturing activities;
- Parent’s ability to effectively manage its debt obligations and comply with certain covenants in its credit facilities with respect to financial ratios and financial condition tests, and maintain a favorable cash liquidity position;
- Parent’s ability to successfully qualify, manufacture and sell its storage products, particularly new disk drive products with lower cost structures, in increasing capacities on a cost-effective basis and with acceptable quality;
- possible excess industry supply both with respect to particular storage products and competing alternative storage technology solutions;
- disruptions to Parent’s supply chain or production capabilities;
- consolidation trends in the data storage industry;
- fluctuations in interest rates;
- currency fluctuations that may impact Parent’s margins, international sales and results of operations;
- fluctuations in the value of Parent’s investments and the associated investment income;
- the impact of trade barriers such as import/export duties and restrictions, tariffs and quotas, imposed by the U.S. or other countries in which Parent conducts its business;

- the evolving legal, regulatory and administrative climate in the international markets where Parent operates, including changes in regulations relating to privacy and protection of data and environmental matters; and
- cyber-attacks or other data breaches that disrupt Parent’s operations or result in the dissemination of proprietary or confidential information and cause reputational harm, and the cybersecurity threats and vulnerabilities associated with the Company’s infrastructure updates to its information technology systems.

The risks included here are not exhaustive. Other sections of this Offer to Purchase, including “Certain Significant Consequences and Risks Relating to the Offers,” Parent’s annual report on Form 10-K and current reports on Form 8-K and other documents filed with the SEC include additional factors that could affect our businesses and financial performance. Moreover, we operate in a rapidly changing and competitive environment. New risk factors emerge from time to time, and it is not possible for management to predict all such risk factors.

Further, it is not possible to assess the effect of all risk factors on our businesses or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Given these risks and uncertainties, investors should not place undue reliance on forward-looking statements as a prediction of actual results. In addition, except as required by law, we disclaim any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

SUMMARY

The following summary is provided solely for the convenience of Holders of the Notes. This summary is not intended to be complete and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere or incorporated by reference in this Offer to Purchase or any amendments or supplements hereto. Each undefined capitalized term used in this summary has the meaning set forth elsewhere in this Offer to Purchase. Holders are urged to read this Offer to Purchase in its entirety.

The Company	Seagate HDD Cayman, an exempted company incorporated with limited liability under the laws of the Cayman Islands.								
Guarantor	Seagate Technology plc, a public limited liability company incorporated under the laws of Ireland.								
The Notes	<table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Title of Security</th> <th style="text-align: right;">Principal Amount Outstanding</th> </tr> </thead> <tbody> <tr> <td>4.250% Senior Notes due 2022</td> <td style="text-align: right;">\$750,000,000</td> </tr> <tr> <td>4.750% Senior Notes due 2023</td> <td style="text-align: right;">\$941,025,000</td> </tr> <tr> <td>4.750% Senior Notes due 2025</td> <td style="text-align: right;">\$919,992,000</td> </tr> </tbody> </table>	Title of Security	Principal Amount Outstanding	4.250% Senior Notes due 2022	\$750,000,000	4.750% Senior Notes due 2023	\$941,025,000	4.750% Senior Notes due 2025	\$919,992,000
Title of Security	Principal Amount Outstanding								
4.250% Senior Notes due 2022	\$750,000,000								
4.750% Senior Notes due 2023	\$941,025,000								
4.750% Senior Notes due 2025	\$919,992,000								
The Offers	The Company is offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and for the Total Consideration or Tender Offer Consideration, as applicable, set forth herein, an amount of Notes of each series up to the applicable Tender Cap, subject to proration as described herein.								
Purpose of the Offers; Sources of Funds.....	<p>The purpose of the Offers is to reduce the Company’s refinancing risk by refinancing a portion of the Company’s outstanding senior notes with term debt that has a later maturity date.</p> <p>We intend to use cash on hand and borrowings under a new term loan pursuant to an amendment to our existing credit agreement that we intend to enter into concurrently with the Offers to effect the purchase of validly tendered Notes pursuant to the Offers. See “The Offers—Conditions to the Offers.”</p>								
Tender Caps	The Tender Caps limit the maximum aggregate principal amount of the 2022 Notes that may be purchased in the applicable Offer to \$250,000,000, the maximum aggregate principal amount of the 2023 Notes that may be purchased in the applicable Offer to \$200,000,000, and the maximum aggregate principal amount of the 2025 Notes that may be purchased in the applicable Offer to \$75,000,000. The Company reserves the absolute right to increase, decrease or eliminate any or all of the Tender Caps without extending the applicable Early Tender Deadline or the Withdrawal Deadline, subject to compliance with applicable law.								
Proration	Notes of a series may be subject to proration (rounded down to the nearest \$1,000 and to avoid the purchase of Notes in a principal amount other than \$2,000 or in an integral multiple of \$1,000 in excess thereof) if the aggregate principal amount of the Notes of such series validly								

tendered is greater than the applicable Tender Cap.

Tenders of the Notes will be accepted for purchase only in principal amounts equal to \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their notes must continue to hold Notes in at least the minimum authorized denomination of \$2,000 in principal amount. Depending on the amount tendered and the applicable proration factor applied, if the principal amount of Notes to be returned to a Holder as a result of proration would result in less than the minimum authorized denomination of \$2,000 being returned to such Holder, the Company will either accept or reject all of such Holder's validly tendered Notes.

See "The Offers—Tender Caps and Proration."

Effect of Early Tender Deadline Subject to the Tender Caps and proration, all 2022 Notes validly tendered on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2022 Notes tendered after the applicable Early Tender Deadline, all 2023 Notes validly tendered on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2023 Notes tendered after the applicable Early Tender Deadline, and all 2025 Notes validly tendered on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2025 Notes tendered after the applicable Early Tender Deadline. **Furthermore, if an Offer is fully subscribed as of the applicable Early Tender Deadline, Holders who validly tender Notes of the applicable series after the applicable Early Tender Deadline will not have any of their Notes of such series accepted for purchase.**

Total Consideration Holders who validly tender their Notes on or prior to the applicable Early Tender Deadline, and whose Notes are accepted for purchase, will receive the applicable Total Consideration. The Total Consideration for each \$1,000 principal amount of Notes validly tendered and accepted for purchase pursuant to each Offer shall be determined in the manner described in this Offer to Purchase by reference to the applicable Repurchase Yield, as calculated by the Dealer Managers on the Tender Offer Price Determination Date, unless such date is extended.

The formula for determining the applicable Total Consideration for each series of Notes subject to the Offers is set forth on Schedule A hereto.

The Total Consideration also includes the applicable Early Tender Premium. The Early Tender Premium is set forth on the front cover of this Offer to Purchase for each series of Notes.

In addition to the Total Consideration, each Holder whose Notes are validly tendered and accepted for purchase will receive the applicable Accrued Interest.

Tender Offer Consideration Holders who validly tender their Notes after the applicable Early Tender Deadline but on or prior to the Expiration Date, and whose Notes are accepted for purchase, will receive only the Tender Offer Consideration, which is the applicable Total Consideration less the Early Tender

Premium. In addition to the Tender Offer Consideration, each Holder whose Notes are validly tendered and accepted for purchase will receive the applicable Accrued Interest.

- Other Purchases of Notes The Company and/or its subsidiaries or affiliates may from time to time, after completion of the Offers, purchase additional Notes in the open market, in privately negotiated transactions, through tender offers or otherwise, or the Company may redeem Notes pursuant to their terms. Any future purchases or redemptions may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of each Offer. Any future purchases or redemptions by the Company or any of its subsidiaries or affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Company or any of its subsidiaries or affiliates may choose to pursue in the future.
- Early Tender Deadline..... The Early Tender Deadline will be at 5:00 p.m., New York City time, on September 16, 2019, unless extended. If a broker, dealer, commercial bank, trust company or other nominee holds your Notes, such nominee may have an earlier deadline for accepting the applicable Offer in advance of the applicable Early Tender Deadline. You should promptly contact the broker, dealer, commercial bank, trust company or other nominee that holds your Notes to determine its deadline.
- Expiration Date..... Each Offer will expire at 11:59 p.m., New York City time, on September 30, 2019, unless extended. If a broker, dealer, commercial bank, trust company or other nominee holds your Notes, such nominee may have an earlier deadline for accepting the applicable Offer. You should promptly contact the broker, dealer, commercial bank, trust company or other nominee that holds your Notes to determine its deadline.
- Settlement of Accepted Notes..... Payment of the applicable Total Consideration with respect to Notes that are validly tendered on or prior to the applicable Early Tender Deadline and are accepted for purchase will be made on the applicable Early Settlement Date, which will be a date promptly following the applicable Early Tender Deadline.
- The Company anticipates that the Early Settlement Date will occur on September 18, 2019.
- If an amount of Notes equal to the applicable Tender Cap is not purchased on the applicable Early Settlement Date for any Offer, payment of the applicable Tender Offer Consideration with respect to Notes that are validly tendered after the applicable Early Tender Deadline but on or prior to the applicable Expiration Date and that are accepted for purchase will be made on the applicable Final Settlement Date, which will be a date promptly following the applicable Expiration Date. The Company anticipates that the Final Settlement Date for each Offer will occur on October 2, 2019.
- Conditions to the Offers The Company's obligation to accept and pay for Notes in each Offer is subject to the satisfaction or waiver of the conditions, including, without limitation, the entry into an amendment to our existing credit agreement to provide for a new term loan facility in an aggregate principal amount

of at least \$250,000,000 (the “*Financing Condition*”). See “The Offers— Conditions to the Offers.” In addition, the Company reserves the absolute right, at any time prior to the satisfaction of the conditions, subject to applicable law, to amend the Offers in any respect or to terminate the Offers and return the tendered Notes.

None of the Offers is conditioned on any minimum principal amount of Notes or any series of Notes being validly tendered. Subject to applicable law, the Company expressly reserves the absolute right, in its sole discretion, to terminate such Offer with respect to any or all series of Notes if the conditions to such Offer are not satisfied. If an Offer is terminated at any time with respect to any series of Notes, the Notes of such series tendered pursuant to such Offer will be promptly returned to the tendering Holders.

How to Tender Notes.....	See “The Offers—Procedure for Tendering Notes.” For further information, call the Tender Agent at its telephone number set forth on the back cover page of this Offer to Purchase or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.
Withdrawal Rights	Notes validly tendered on or prior to the applicable Withdrawal Deadline may be withdrawn at any time on or prior to such Withdrawal Deadline, but not thereafter, unless the Company extend the Withdrawal Deadline (at its sole discretion) or amends an Offer in a manner materially adverse to you as a tendering Holder, in which case withdrawal rights will be extended as the Company determines appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment. Notes tendered after the applicable Withdrawal Deadline, but on or prior to the applicable Expiration Date, may not be withdrawn. To validly withdraw Notes from an Offer, Holders must deliver a written or facsimile notice of withdrawal, or a properly transmitted “Request Message” through ATOP, with the required information (as set forth under “The Offers— Withdrawal Rights”) on or prior to the applicable Withdrawal Deadline. Subject to applicable law, the Company may increase, decrease or eliminate the applicable Tender Cap without reinstating withdrawal rights or extending the applicable Early Tender Deadline or the Withdrawal Deadline. Notes validly withdrawn on or prior to the applicable Withdrawal Deadline may be validly tendered again on or prior to the applicable Expiration Date in accordance with the procedures set forth in this Offer to Purchase.
Certain Tax Considerations	For a discussion of certain U.S. federal income tax considerations with respect to each Offer, see “Certain U.S. Federal Income Tax Considerations.” For a discussion of certain Cayman Islands tax considerations with respect to each Offer, see “Certain Cayman Islands Tax Considerations.”
Untendered or Unpurchased Notes	The Company will return any tendered Notes that it does not accept for purchase to their tendering Holder without expense. Notes not tendered or otherwise not purchased pursuant to the Offers will remain outstanding. If the Offers are consummated, the aggregate principal amount that remains outstanding of each series of Notes will be reduced. This reduction may adversely affect the liquidity of and, consequently, the market price for the Notes of such series that remain outstanding

after consummation of the Offers .

- Dealer Managers BofA Securities, Inc. and Morgan Stanley & Co. LLC are serving as Dealer Managers in connection with the Offers . The Dealer Managers’ contact information appears on the back cover page of this Offer to Purchase.
- Information Agent and Tender Agent Global Bondholder Services Corp. is serving as Information Agent and Tender Agent in connection with the Offers . Requests for additional copies of this Offer to Purchase should be directed to the Tender Agent. The Tender Agent’s contact information appears on the back cover page of this Offer to Purchase.
- Brokerage Commissions..... No brokerage commissions are payable by Holders to the Company, the Dealer Managers or the Tender Agent . If your Notes are held through a broker or other nominee that tenders the Notes on your behalf, your broker may charge you a commission for doing so. You should consult with your broker or nominee to determine whether any charges will apply. See “The Offers—Payment for Notes.”

THE OFFERS

General

In the Offers, the Company is offering, upon the terms and subject to the conditions, including, without limitation, the Financing Condition, set forth in this Offer to Purchase and the related Letter of Transmittal, to purchase for cash an aggregate principal amount of Notes up to the applicable Tender Cap. Notes of a series validly tendered and not validly withdrawn on or before the Early Tender Deadline will be purchased in priority to Notes of such series validly tendered after the Early Tender Deadline. **The Company reserves the absolute right to increase, decrease or eliminate any or all of the Tender Caps without extending the Early Tender Deadline or the Withdrawal Deadline, subject to compliance with applicable law.**

The 2022 Notes were issued under the indenture dated as of February 3, 2017 between us, Parent, as guarantor, and Wells Fargo Bank, National Association, as trustee, the 2023 Notes were issued under an indenture dated as of May 22, 2013 between us, Parent, as guarantor, and Wells Fargo Bank, National Association, as trustee, and the 2025 Notes were issued under an indenture dated as of May 28, 2014 between us, Parent, as guarantor, and Wells Fargo Bank, National Association, as trustee. As of the date of this Offer to Purchase, there were \$750,000,000 aggregate principal amount of 2022 Notes outstanding, \$941,025,000 aggregate principal amount of 2023 Notes outstanding, and \$919,992,000 aggregate principal amount of 2025 Notes outstanding.

Tenders of the Notes will be accepted only in principal amounts equal to \$2,000 and integral multiples of \$1,000 in excess thereof. The consideration offered for each \$1,000 principal amount of Notes validly tendered and not validly withdrawn on or before the Early Tender Deadline and accepted for purchase will be the applicable Total Consideration, which will be payable on the Early Settlement Date. Holders of Notes subject to the Offers validly tendering after the applicable Early Tender Deadline, but on or before the applicable Expiration Date, and whose Notes are accepted for purchase will be eligible to receive only the applicable Tender Offer Consideration, which will be payable to such Holders on the Final Settlement Date. Holders of Notes purchased pursuant to the Offers also will be paid the applicable Accrued Interest through the applicable Settlement Date. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender Agent or DTC.

Notes that are validly tendered may be subject to proration or may not be purchased at all. **For more information regarding possible proration of the Notes, please see “—Tender Caps and Proration” below.**

Each Offer commenced on September 3, 2019 and, unless extended by the Company, will expire at 11:59 p.m., New York City time, on September 30, 2019. No tenders will be valid if submitted after the Expiration Date. If a broker, dealer, commercial bank, trust company or other nominee holds your Notes, such nominee may have an earlier deadline for accepting the applicable Offer. You should promptly contact the broker, dealer, commercial bank, trust company or other nominee that holds your Notes to determine its deadline. The Offers are open to all registered Holders of the Notes.

Total Consideration and Tender Offer Consideration

The Total Consideration for each series of Notes will be calculated as described on Schedule A hereto, so as to result in a price as of the applicable Settlement Date that equates to a yield to the applicable par call or maturity date for the applicable series of Notes equal to the sum of:

- the Reference Yield to the applicable par call or maturity date, calculated by the Dealer Managers in accordance with standard market practice, for the series of Notes on the front cover of this Offer to Purchase at 10:00 a.m., New York City time, on the Tender Offer Price Determination Date; plus
- the Fixed Spread set forth for the series of Notes on the front cover of this Offer to Purchase.

This sum with respect to a series is referred to in this Offer to Purchase as the “*Repurchase Yield*” for such series. Specifically, the Total Consideration per each \$1,000 principal amount of Notes of a series validly tendered and accepted for purchase pursuant to the Offers will equal:

- the present value per \$1,000 principal amount of all remaining payments of principal and interest on such series of Notes to be made to (and including) the applicable par call or maturity date, discounted to the applicable Settlement Date in accordance with the formula set forth in Schedule A hereto, at a discount rate equal to the applicable Repurchase Yield; minus
- Accrued Interest on the series of Notes per \$1,000 principal amount of Notes.

The Total Consideration includes the applicable Early Tender Premium. Holders that validly tender Notes after the applicable Early Tender Deadline but on or prior to the applicable Expiration Date, and whose Notes are accepted for purchase, will receive only the applicable Tender Offer Consideration, which is an amount equal to the Total Consideration minus the Early Tender Premium.

In addition to the applicable Total Consideration or Tender Offer Consideration paid to Holders of Notes, Holders will be paid the applicable Accrued Interest as of the applicable Settlement Date per \$1,000 principal amount of Notes validly tendered and accepted pursuant to each Offer rounded to the nearest cent. The Dealer Managers will calculate the applicable Reference Yield, Repurchase Yield, Total Consideration, Tender Offer Consideration, and Accrued Interest, and their calculations will be final and binding, absent manifest error.

The term “bid side price” of the relevant Reference U.S. Treasury Security on any day means the bid side price of the applicable Reference U.S. Treasury Security as displayed on the applicable Bloomberg Reference Pages specified in the table on the cover of this Offer to Purchase as of 10:00 a.m., New York City time, on that day (or, if the Dealer Managers determine that the relevant page on Bloomberg is not operational or is displaying inaccurate information at that time, the bid side price of the applicable Reference U.S. Treasury Security will be determined at or around 10:00 a.m., New York City time, on that day by such other means as the Dealer Managers may consider to be appropriate under the circumstances).

Prior to 10:00 a.m., New York City time, on the Tender Offer Price Determination Date, Holders may obtain hypothetical quotes of the Reference Yield of the applicable Reference U.S. Treasury Security (calculated as of a then-recent time) and the resulting hypothetical Total Consideration and Tender Offer Consideration, if applicable, for each series of Notes subject to the Offers by contacting the Dealer Managers at the telephone numbers set forth on the back cover page of this Offer to Purchase.

After 10:00 a.m., New York City time, on the Tender Offer Price Determination Date, Holders may obtain the Reference Yield on the applicable Reference U.S. Treasury Securities as of the Tender Offer Price Determination Date, and the resulting applicable Total Consideration and Tender Offer Consideration for each series of Notes, by contacting the Dealer Managers at their telephone numbers set forth on the back cover page of this Offer to Purchase. The Company will publicly announce by press release the actual applicable Total Consideration and Tender Offer Consideration for each series of Notes subject to the Offers promptly after it is determined.

Because the applicable Total Consideration and Tender Offer Consideration for each series is based on a fixed spread pricing formula linked to the yield on the applicable Reference U.S. Treasury Security, the actual amount of cash that may be received by a tendering Holder pursuant to the applicable Offer will be affected by changes in such Reference Yield during the term of the Offer before the applicable Tender Offer Price Determination Date. After the applicable Tender Offer Price Determination Date, when the Total Consideration is no longer linked to the Reference Yield on the relevant Reference U.S. Treasury Security, the actual amount of cash that may be received by a tendering Holder pursuant to the applicable Offer will be known and Holders will be able to ascertain the applicable Total Consideration and Tender Offer Consideration in the manner described above.

Notes that are validly tendered on or prior to the Early Tender Deadline and are accepted for purchase will receive the Total Consideration plus Accrued Interest on the Early Settlement Date. The Company anticipates that the

Early Settlement Date will be September 18, 2019. Notes that are validly tendered after the Early Tender Deadline and on or prior to the Expiration Date and are accepted for purchase will receive the Tender Offer Consideration plus Accrued Interest on the Final Settlement Date. The Final Settlement Date for the Notes will be promptly following the Expiration Date. The Company anticipates that the Final Settlement Date will be October 2, 2019, assuming an amount of Notes equal to the Tender Caps is not purchased on the Early Settlement Date. Notes purchased in the Offers will be retired and cancelled.

All conditions to each Offer, including, without limitation, the Financing Condition, must be either satisfied or waived by the Company on or prior to the applicable Early Settlement Date or Expiration Date for such Offer, in order for Notes to be purchased in such Offer. The Offers are not contingent upon the valid tender of any minimum principal amount of Notes or Notes of any series being tendered. The Company's obligation to accept, and pay for, Notes validly tendered pursuant to the applicable Offer is conditioned upon satisfaction or waiver of the conditions as set forth in "— Conditions to the Offers" below. The Company reserves the absolute right, subject to applicable law, to waive any one or more of the conditions with respect to the applicable Offer at any time.

The Company reserves the absolute right, subject to applicable law, with respect to the Offers to: (a) extend the Tender Offer Price Determination Date, Early Tender Deadline, Withdrawal Deadline, Expiration Date, Early Settlement Date or Final Settlement Date to a later date and time as announced by the Company; (b) increase, decrease or eliminate any or all of the Tender Caps without extending the applicable Early Tender Deadline or Withdrawal Deadline; (c) waive any or all conditions, including, without limitation, the Financing Condition, to any or all Offers; or (d) at any time prior to the satisfaction of the conditions set forth in "— Conditions to the Offers," terminate or otherwise amend an Offer in any respect and return the tendered Notes, in each case by giving written notice of such amendment or termination to the Tender Agent. Any amendment to the Offers will apply to all Notes tendered in the Offers, except for amendments that apply only to a specified Offer and series of Notes. The Company will publicly announce any such extension, amendment or termination in the manner described under "— Announcements." There can be no assurance that the Company will exercise its right to extend, terminate or amend any or all Offers. See "— Expiration Date; Extension; Termination and Amendment."

None of the Company, Parent, or their respective boards of directors, the Dealer Managers, the Tender Agent or the Trustee makes any recommendation that Holders tender or refrain from tendering all or any portion of the principal amount of their Notes, and no one has been authorized by any of them to make such a recommendation. Holders must make their own decision as to whether to tender their Notes, and, if so, the principal amount of Notes to tender.

Tender Caps and Proration

The amount of Notes purchased in each Offer will be subject to the applicable Tender Cap and proration. See the front cover of this Offer to Purchase for details of the Tender Caps.

Pursuant to the Offers, the Company will accept for purchase an aggregate principal amount of Notes of each series up to the applicable Tender Cap.

Subject to the applicable Tender Cap, 2022 Notes validly tendered and not validly withdrawn on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2022 Notes validly tendered after such Early Tender Deadline, 2023 Notes validly tendered and not validly withdrawn on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2023 Notes validly tendered after such Early Tender Deadline, and 2025 Notes validly tendered and not validly withdrawn on or prior to the applicable Early Tender Deadline will be accepted for purchase in priority to 2025 Notes validly tendered after such Early Tender Deadline. If an Offer is fully subscribed as of the applicable Early Tender Deadline, Holders who validly tender Notes of the applicable series after the Early Tender Deadline will not have any of their Notes of such series accepted for purchase.

Notes of a series may be subject to proration (rounded down to the nearest \$1,000 and to avoid the purchase of Notes in a principal amount other than \$2,000 or in an integral multiple of \$1,000 in excess thereof) if the aggregate principal amount of the Notes of such series validly tendered is greater than the applicable Tender Cap. The Notes may

be tendered and accepted for purchase only in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof.

If proration of a series of validly tendered Notes is required, the Company will determine the applicable proration factor as soon as practicable after the applicable Early Tender Deadline or the Expiration Date, as the case may be, and will announce the results of proration by press release.

The Offers are not conditioned upon any minimum level of participation. The Company will not be able to definitively determine whether the Offers are oversubscribed or what the effects of proration may be until after the applicable Early Tender Deadline or Expiration Date has passed.

Payment for Notes

Upon the terms and subject to the conditions of each Offer, on the applicable Settlement Date, the Company will purchase as many Notes validly tendered and not validly withdrawn, on or prior to the applicable Early Tender Deadline or Expiration Date, as the case may be, as it can in accordance with the Tender Caps. The Notes that are validly tendered pursuant to the applicable Offer may be subject to proration or may not be purchased at all. **Depending on the amount validly tendered and the proration factor applied, if the principal amount of Notes that are not accepted and returned to a Holder as a result of proration would result in less than the minimum denomination of \$2,000 principal amount being returned to such Holder, the Company will either accept or reject all of such Holder's validly tendered Notes. For more information regarding possible proration of the Notes, please see “—Tender Caps and Proration.”**

Payment for all Notes purchased pursuant to the Offers will be made by deposit by the Company of the Total Consideration or Tender Offer Consideration, as applicable, plus Accrued Interest, for each series of Notes in immediately available funds on the applicable Settlement Date with DTC. For purposes of the Offers, the Company will be deemed to have accepted for purchase any Notes if, and when, the Company gives written notice thereof to the Tender Agent.

The Company expressly reserves the absolute right, in its sole discretion and subject to Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), to delay acceptance for purchase of the Notes of any series if any of the conditions to the Offers shall not have been satisfied or waived, or in order to comply, in whole or in part, with any applicable law. See “—Conditions to the Offers.” In all cases, payment of the Total Consideration or Tender Offer Consideration, as applicable, and Accrued Interest, for Notes purchased pursuant to the Offers will be made only after timely receipt by the Tender Agent of (i) a timely book-entry transfer of such Notes into the Tender Agent's account at DTC pursuant to the procedures set forth under “—Procedure for Tendering Notes,” (ii) a properly transmitted Agent's Message or a properly completed and duly executed Letter of Transmittal (or facsimile thereof) with any required signature guarantee and (iii) any other documents required by the Letter of Transmittal.

If any tendered Notes are not purchased pursuant to the Offers for any reason, such Notes not purchased will be promptly credited to the account maintained at DTC from which such Notes were delivered after the expiration or termination of the Offers.

Holders whose Notes are accepted for purchase pursuant to the Offers will be entitled to receive the Total Consideration or Tender Offer Consideration for that series of Notes, as applicable, plus Accrued Interest. Under no circumstances will any additional interest be payable because of any delay in the transmission of funds to the Holders of purchased Notes or otherwise.

Tendering Holders of Notes purchased in the Offers will not be obligated to pay brokerage commissions to the Dealer Managers or the Tender Agent. The Company will pay or cause to be paid all transfer taxes with respect to the purchase of any Notes. If your Notes are held through a broker or other nominee who tenders the Notes on your behalf, your broker or other nominee may charge you a commission for doing so. You should consult with your broker or nominee to determine whether any charges will apply.

Notes of a series may be subject to proration (rounded down to the nearest \$1,000 and to avoid the purchase of Notes in a principal amount other than \$2,000 or in an integral multiple of \$1,000 in excess thereof) if the aggregate principal amount of the Notes of such series validly tendered is greater than the applicable Tender Cap. See “—Tender Caps and Proration.”

Purpose of the Offers

The purpose of the Offers is to reduce the Company’s refinancing risk by refinancing a portion of the Company’s outstanding senior notes with term debt that has a later maturity date. Notes purchased in the Offers will be retired and cancelled.

Sources of Funds

We intend to use cash on hand and borrowings under a new term loan pursuant to an amendment to our existing credit agreement that we intend to enter into concurrently with the Offers to effect the purchase of validly tendered Notes pursuant to the Offers.

Conditions to the Offers

Notwithstanding any other provision of the Offers, and in addition to (and not in limitation of) the Company’s right to extend and amend and terminate any such Offer at any time, subject to applicable law, the Company will not be obligated to accept for purchase, and pay for, validly tendered Notes pursuant to such Offer and the Company may terminate such Offer as provided in this Offer to Purchase before the acceptance of such Notes, if the conditions set forth below have not been satisfied.

Financing Condition

For the purposes hereof, the Financing Condition shall have been deemed to have been satisfied upon the entry into an amendment to our existing credit agreement to provide for a new term loan facility in an aggregate principal amount of at least \$250,000,000. The Company shall have no obligation to purchase the Notes validly tendered by the Early Tender Deadline on the Early Settlement Date unless the Financing Condition has been satisfied as of such Early Settlement Date.

General Conditions

In addition to satisfaction of the Financing Condition, as conditions to the Offers, none of the following conditions shall have been in existence or have occurred:

1. there shall have been instituted or threatened or there shall be pending any action, proceeding or investigation (whether formal or informal) (or there shall have been any material adverse development with respect to any action or proceeding currently instituted, threatened or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Offers that, in the reasonable judgment of the Company, either (a) is, or is likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Company, (b) would or might reasonably be expected, directly or indirectly, to prohibit, prevent, restrict or delay the consummation of the Offers, or (c) would adversely affect the Offers in any material manner;

2. an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced, or deemed applicable by any court or governmental, regulatory or administrative agency, or instrumentality that, in the reasonable judgment of the Company, either (a) would or might reasonably be expected, directly or indirectly, to prohibit, prevent, restrict or delay consummation of the Offers, (b) is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Company, or (c) would adversely affect the Offers in any material manner;

3. there shall have occurred or be likely to occur any event or other circumstances that, in the reasonable judgment of the Company, would or might reasonably be expected, directly or indirectly, to prohibit, prevent, restrict or delay consummation of the Offers, or otherwise adversely affect the Offers or materially impair the contemplated benefits of the Offers to the Company;

4. the Trustee shall have objected in any respect to or taken action that could, in the reasonable judgment of the Company, adversely affect the consummation of the Offers or shall have taken any action that challenges the validity or effectiveness of the procedures used by the Company in the making of the Offers or the acceptance of, or payment for, the Notes;

5. there has occurred (a) any general suspension of, shortening the hours for or limitation on prices for, trading in securities in the United States securities or financial markets (whether or not mandatory), (b) any significant adverse change in the price of the Notes in the United States or other major securities or financial markets, (c) any disruption in the trading market for the Parent's common stock, (d) a material impairment in the trading market for debt securities, (e) a declaration of a banking moratorium or any suspension of payments with respect to banks in the United States or other major financial markets, (f) any limitation (whether or not mandatory) by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, or other event that, in the reasonable judgment of the Company, might affect the extension of credit by banks or other lending institutions, (g) a commencement of a war, armed hostilities, terrorist acts or other national or international calamity directly or indirectly involving the United States, (h) any significant adverse change in the United States securities or financial markets generally, or (i) in the case of any of the foregoing existing on the date hereof, in the reasonable judgment of the Company, a material acceleration or worsening thereof; or

6. any change or development, including a prospective change or development, in general economic, financial, monetary or market conditions that, in the reasonable judgment of the Company, has or may have a material adverse effect on the Company, the market price of the Notes, or the value of the Notes to the Company.

The foregoing conditions, including, without limitation, the Financing Condition, are for the Company's sole benefit and may be asserted by the Company regardless of the circumstances, including any action or inaction by the Company, giving rise to such condition or may be waived by the Company in whole or in part at any time and from time to time in the Company's sole discretion. If any condition to the applicable Offer is not satisfied or waived by the Company on or prior to the applicable Settlement Date, the Company reserves the absolute right, but will not be obligated, subject to applicable law:

- to terminate the applicable Offer and return any tendered Notes;
- to waive all unsatisfied conditions and accept for payment and purchase all Notes that are validly tendered on or prior to the Early Tender Deadline or the Expiration Date, as applicable;
- to extend the applicable Offer and retain the Notes that have been tendered during the period for which the Offer is extended; or
- to amend the applicable Offer.

The failure by the Company at any time to exercise any of the foregoing rights will not be deemed a waiver of any other right and each right will be deemed an ongoing right that may be asserted at any time and from time to time. The Offers are not conditioned on any minimum principal amount of Notes or of Notes of any series being validly tendered. The purchase of Notes of one series is not conditioned upon the purchase of Notes of another; however, all Notes will be purchased by the Company in accordance with the procedures described under “—Tender Caps and Proration.”

Procedure for Tendering Notes

All of the Notes are held in book-entry form and registered in the name of Cede & Co., as the nominee of DTC. Only Holders are authorized to tender their Notes. Therefore, to effectively tender Notes that are held through a broker, dealer, commercial bank, trust company or other nominee, the beneficial owner thereof must instruct such nominee to tender the Notes on the beneficial owner's behalf according to the procedures described below.

For a Holder to validly tender Notes pursuant to the Offers, a properly completed and duly executed Letter of Transmittal (or facsimile thereof) with any required signature guarantee, or an "Agent's Message" (as defined below) in lieu of the Letter of Transmittal, and any other required documents, must be received by the Tender Agent at its address set forth on the back cover page of this Offer to Purchase on or prior to the Early Tender Deadline or the Expiration Date, as applicable. In addition, on or prior to the Early Tender Deadline or the Expiration Date, as applicable, such Notes must be transferred pursuant to the procedures for book-entry transfer described below, and a confirmation of such transfer must be received by the Tender Agent, including an Agent's Message if the tendering Holder has not delivered a Letter of Transmittal.

Signatures on a Letter of Transmittal must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program (a "*Medallion Signature Guarantor*") unless the Notes tendered thereby are tendered (a) by the registered Holder of such Notes and that Holder has not completed the box entitled "*Special Delivery Instructions*" on the Letter of Transmittal, or (b) for the account of a firm that is a member of a registered national securities exchange or the Financial Industry Regulatory Authority, Inc., or is a commercial bank or trust company having an office in the United States (each, an "*Eligible Institution*").

Notes may be validly tendered and accepted for payment only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in at least the minimum authorized denomination of \$2,000 principal amount.

Book-Entry Delivery and Tender of Notes Through ATOP

Within two business days after the date of this Offer to Purchase, the Tender Agent will establish one or more accounts at DTC for purposes of the Offers. Any DTC participant can make book-entry delivery of Notes credited to the participant's DTC account by causing DTC to transfer those Notes into the Tender Agent's account or accounts in accordance with DTC's procedures for such transfers. Although delivery of Notes must be effected through book-entry at DTC, if the tendering Holder has not delivered a Letter of Transmittal on or prior to the Early Tender Deadline or the Expiration Date, as applicable, an Agent's Message must be received by the Tender Agent via ATOP.

Pursuant to authority granted by DTC, any DTC participant that has Notes credited to its DTC account at any time (and thereby held of record by DTC's nominee) may directly tender and deliver Notes as though it were the Holder of the Notes by transmitting its acceptance of the Offers through ATOP, for which the Offers will be eligible.

Tenders and delivery of Notes are effected through ATOP by delivery of an "*Agent's Message*" by DTC to the Tender Agent. An "*Agent's Message*" is a message, transmitted by DTC to and received by the Tender Agent and forming a part of a book-entry confirmation, stating (i) the aggregate principal amount of the relevant series of Notes that has been tendered by such participant pursuant to one or more of the Offers, (ii) that DTC has received from the tendering participant an express acknowledgment that such participant has received a copy of this Offer to Purchase and agrees to be bound by the terms and conditions of the Offers as described in this Offer to Purchase and the Letter of Transmittal, and (iii) that the Company may enforce such agreement against that tendering participant.

Delivery of validly tendered Notes must be made to the Tender Agent pursuant to the book-entry delivery procedures set forth above regardless of whether tender is made via ATOP.

General

The valid tender of Notes by a Holder pursuant to the procedures set forth above will constitute a binding agreement between such Holder and the Company in accordance with the terms and subject to the conditions, including, without limitation, the Financing Condition, set forth herein.

Tender through ATOP, including any acceptance of the related Agent's Message transmitted, is at the risk of the tendering Holder, and tender and delivery of Notes will be deemed made when actually received by the Tender Agent. **Delivery of documents to DTC does not constitute delivery to the Tender Agent.** The ATOP Agent's Message or Letter of Transmittal, as applicable, must be received on or prior to the Early Tender Deadline or Expiration Date, as applicable. **Holders desiring to validly tender Notes via ATOP must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC.**

The Company, 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, and such determinations will be final and binding. The Company reserves the absolute right to reject any and all tenders of Notes issued by it that it determines are not in proper form or the acceptance for purchase of or purchase of which may, in the Company's opinion, be unlawful. The Company also reserves the absolute right in its sole discretion to waive any of the conditions of an Offer or any defect or irregularity in the tender of Notes of any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders. The Company's interpretation of the terms and conditions of each Offer will be final and binding. None of the Company, the Dealer Managers, the Tender 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.

Representations, Warranties and Undertakings

By tendering Notes pursuant to this Offer to Purchase, the Holder is deemed to represent, warrant and undertake to the Company, the Tender Agent and the Dealer Managers that:

1. the tendering Holder has received and read this Offer to Purchase and related Letter of Transmittal and understands and agrees to be bound by all the terms and conditions of the Offers and has undertaken appropriate analysis of the risks and implications of the Offers without reliance on any of the Company, the Dealer Managers and the Tender Agent;
2. the Notes are, at the time of acceptance, and will continue to be, until (a) the payment on the applicable Settlement Date, or (b) the termination or withdrawal of the applicable Offer, or, (c) 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 the tendering Holder;
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 tendering Holder has full power and authority to tender, sell, assign and transfer the tendered Notes and when such Notes are accepted for purchase by the Company, the Company will acquire good, marketable and unencumbered title thereto, free and clear of all security interests, liens, restrictions, claims, charges, encumbrances, conditional sales agreements or other obligations relating to the sale or transfer thereof and not subject to any adverse claim or right;
5. the Notes will, on the applicable Settlement Date, be transferred by such tendering Holder to the Company in accordance with the terms of the Offers, and the Company will acquire good, marketable and

unencumbered title thereto, with full title guarantee free from all security interests, liens, restrictions, claims, charges and encumbrances, not subject to any adverse claim or right, and together with all rights attached thereto;

6. the tendering Holder will, upon request, execute and deliver any documents deemed by the Tender Agent or the Company to be reasonably necessary or desirable to complete the sale, assignment and transfer of the Notes tendered;

7. the tendering Holder is not a person to whom it is unlawful to make an invitation to tender pursuant to the Offers under applicable law, and it has observed the laws of all relevant jurisdictions; obtained all requisite governmental, exchange control or other required consents; complied with all requisite formalities; and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any offer, tender or acceptance in any jurisdiction and it has not taken or omitted to take any action in breach of the terms of the Offers or which will or may result in the Company, the Dealer Managers or the Tender Agent or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offers; and

8. the tendering Holder is not (i) a person that is, or is owned or controlled by a person that is, described or designated as a “specially designated national” or “blocked person” in the most current U.S. Treasury Department list of “Specially Designated National and Blocked Persons” (which can be found at <http://sdnsearch.ofac.treas.gov/>); or (ii) currently subject to, or in violation of, any sanctions under (x) the laws and regulations that have been officially published and are administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State), or any enabling legislation or executive order relating thereto; or (y) any equivalent sanctions or measures officially published and imposed by the European Union, Her Majesty's Treasury, the United Nations Security Council or any other relevant sanctions authority, including sanctions imposed against certain states, organizations and individuals under the European Union's Common Foreign & Security Policy.

By tendering Notes as set forth herein, and subject to and effective upon acceptance for purchase of, and payment for, the Notes tendered therewith, a tendering Holder: (i) irrevocably sells, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to all the Notes tendered thereby and accepted for purchase pursuant to the terms hereof, (ii) 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 indentures governing the Notes), (iii) releases and discharges the Company 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 (iv) irrevocably constitutes and appoints the Tender Agent as the true and lawful agent and attorney-in-fact of such Holder (with full knowledge that the Tender Agent also acts as the agent of the Company) 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, in any such case, with all accompanying evidences of transfer and authenticity, to the Company, (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 Tender Agent will have no rights to, or control over, funds from the Company, except as agent for the tendering Holders, for the Total Consideration or Tender Offer Consideration, plus any Accrued Interest, of Notes tendered pursuant to the Offers, as determined pursuant to the terms of this Offer to Purchase, for any tendered Notes that are purchased by the Company).

By validly tendering Notes pursuant to the Offers, the Holder will be deemed to have agreed that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender Agent, until receipt by the Tender Agent of the Letter of Transmittal and, in the case of Notes tendered through DTC's ATOP, of a properly transmitted Agent's Message, together with all accompanying evidences of authority and any other required documents in form reasonably satisfactory to the Company, and in each case valid book-entry delivery of the Notes.

No Guaranteed Delivery

There are no guaranteed delivery procedures provided by the Company in connection with the Offers under this Offer to Purchase or any other materials related to the Offers. Accordingly, Holders must tender their Notes in accordance with the procedures set forth above.

Compliance with "Short Tendering" Rule

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

A valid tender of Notes in the Offers under any of the procedures described above will constitute a binding agreement between the tendering Holder and the Company with respect to the Offers upon the terms and subject to the conditions of the Offers, including the tendering Holder's acceptance of the terms and conditions of the Offers, as well as the tendering Holder's representation and warranty that (a) such Holder has a net long position in the Notes being tendered pursuant to the Offers within the meaning of Rule 14e-4 under the Exchange Act, and (b) the tender of such Notes complies with Rule 14e-4.

Withdrawal Rights

Tenders of Notes made on or prior to the applicable Withdrawal Deadline may be validly withdrawn at any time on or prior to such Withdrawal Deadline, but not thereafter. After the applicable Withdrawal Deadline, tendered Notes may not be validly withdrawn unless the Company extends the Withdrawal Deadline or has amended an Offer in a manner materially adverse to you as a tendering Holder. Under such latter circumstances, the Company will allow previously tendered Notes to be withdrawn for a period of time following the date that notice of such amendment is first published or given to Holders that the Company reasonably believes gives Holders a reasonable opportunity to consider the amendment and implement the withdrawal procedures described below.

The Company may, in its sole discretion, (i) extend or otherwise amend the Early Tender Deadline or the Expiration Date, or (ii) increase, decrease or eliminate any or all of the Tender Caps, in each case, without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law.

For a withdrawal of Notes to be valid, the Tender Agent must timely receive a written or facsimile notice of withdrawal at one of its addresses set forth on the back cover page of this Offer to Purchase. The withdrawal notice must:

- specify the name of the DTC participant from whose account such Notes were tendered and such participant's account number at DTC to be credited with the withdrawn Notes;
- contain a description of the Notes to be withdrawn, including the aggregate principal amount represented by such Notes;
- unless transmitted through ATOP, be signed by the Holder of such Notes in the same manner as the original signature on the Letter of Transmittal, including any required signature guarantees (or, in the case of Notes tendered by a DTC participant through ATOP, be submitted by such participant in the same manner as the participant's name is listed in the applicable Agent's Message), or be accompanied by evidence satisfactory to the Company that the person withdrawing the tender has succeeded to the beneficial ownership of such Notes; and

- if the Letter of Transmittal was executed by a person other than the registered Holder, be accompanied by a properly completed irrevocable proxy that authorized such person to effect such withdrawal on behalf of such Holder.

The signature on the notice of withdrawal must be guaranteed by a Medallion Signature Guarantor unless such Notes have been tendered for the account of an Eligible Institution.

Holders may not rescind their withdrawal of tendered Notes, and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offers. Validly withdrawn Notes may, however, be tendered again by following one of the procedures described above under “—Procedure for Tendering Notes” at any time on or prior to the Expiration Date.

Holders may validly withdraw Notes only in accordance with the foregoing procedures. The Company will determine all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender of Notes, in its sole discretion, which determination shall be final and binding. None of the Company, Parent, the Trustee, the Tender Agent, any of the Dealer Managers, DTC or any other person will be under any duty to give notice of any defects or irregularities in any notice of withdrawal of a tender or will incur any liability to holders for failure to give any such notice.

Withdrawal Rights and the Tender Caps

The Company may increase, decrease or eliminate any or all of the Tender Caps, in its sole discretion, without extending the Early Tender Deadline, Withdrawal Deadline or Expiration Date, subject to compliance with applicable law. Increasing the Tender Caps will increase the amount of Notes that may be accepted for purchase by the Company. If Holders tender more Notes in an Offer than they expect to be accepted for purchase by the Company based on the applicable Tender Cap and the Company subsequently increases such Tender Cap on or after the applicable Withdrawal Deadline, such Holders will not be able to withdraw any of their previously tendered Notes unless the Company determines to extend the Withdrawal Deadline. Accordingly, Holders should not tender any Notes that they do not wish to be accepted for purchase.

The Company will not be able to definitively determine whether an Offer is oversubscribed, the applicable Tender Cap is reached or what the effects of proration may be with respect to the Notes until after the Early Tender Deadline or the Expiration Date, as applicable, has passed. Therefore, you will not be able to withdraw tenders of your Notes at the time the Company establishes the amount of Notes to be purchased pursuant to the applicable Offer.

Expiration Date; Extension; Termination and Amendment

Each Offer will expire on the Expiration Date provided on the cover page of this Offer to Purchase.

The Company reserves the absolute right, at any time or from time to time, to extend the Early Tender Deadline and the Expiration Date with respect to each Offer. In addition, the Company reserves the absolute right, at any time prior to the satisfaction of the conditions set forth in “—Conditions to the Offers,” subject to applicable law, to amend an Offer in any respect or to terminate an Offer and return the tendered Notes, in each case by giving written notice of such amendment or termination to the Tender Agent. Any amendment to an Offer will apply to all Notes validly tendered in such Offer. The Company will publicly announce any such extension, amendment or termination in the manner described under “—Announcements.” There can be no assurance that the Company will exercise its right to extend, terminate or amend any Offer.

In the event of termination of an Offer, Notes previously tendered will be promptly returned to the tendering Holders and none of the applicable Total Consideration, including the Early Tender Premium, or the Tender Offer Consideration will be paid or become payable on such Notes.

If the Company makes a material change in the terms of an Offer or the information concerning the Offer, the Company will disseminate additional materials and extend such Offer to the extent required by law.

Please note that the terms of any extension of, or amendment of the terms of, an Offer may vary from the terms of the original Offer depending on such factors as prevailing interest rates and the principal amount of Notes previously tendered or otherwise purchased.

Additional Terms of the Offers

- All communications, payments, notices, certificates or other documents to be delivered to or by a Holder will be delivered by or sent to or by it at the Holder's own risk.
- By submitting a valid electronic acceptance instruction, a Holder will be deemed to have given the representations, warranties and undertakings of the Holder set forth above in "—Procedure for Tendering Notes—Representations, Warranties and Undertakings," "—Compliance with "Short Tendering" Rule," and as otherwise set forth herein.
- All acceptances of tendered Notes to the Company shall be deemed to be made on the terms set out in this Offer to Purchase (and shall be deemed to be given in writing).
- The Company may in its sole discretion elect to treat as valid a tender instruction in respect of which the relevant Holder does not fully comply with all the requirements of these terms.
- Unless waived by the Company, any irregularities in connection with tenders of Notes must be cured within such time as the Company shall determine. None of the Company, the Dealer Managers, the Tender Agent or any other person shall be under any duty to give notification of any defects or irregularities in such tenders of such Notes, nor will any of such entities incur any liability for failure to give such notifications. Tenders of such Notes may be deemed not to have been made until such irregularities have been cured or waived. None of the Company, the Dealer Managers or the Tender Agent shall accept any responsibility for failure of delivery of a notice, communication or electronic acceptance instruction.
- Any rights or claims which a Holder may have against the Company in respect of any tendered Notes or the Offers shall be extinguished or otherwise released upon the payment to such Holder of the consideration for the tendered Notes and any Accrued Interest, as determined pursuant to the terms of these Offers, for such Notes.
- There are no appraisal or similar statutory rights available to the Holders in connection with the Offers.
- The contract constituted by the Company's acceptance for purchase in accordance with the terms of this Offer to Purchase of all Notes validly tendered (or defectively tendered, if such defect has been waived by the Company) shall be governed by, and construed in accordance with, the laws of the State of New York.

Announcements

If the Company is required to make an announcement relating to an increase, decrease or elimination of a Tender Cap, an extension of a Withdrawal Deadline, an Early Tender Deadline or an Expiration Date, an amendment or termination of an Offer, the results of proration of any series of Notes, or acceptance of the Notes of any series for payment, the Company will do so as promptly as practicable. Unless otherwise specified in this Offer to Purchase, the Company may choose to issue an announcement of this type in any reasonable manner, but it will have no obligation to do so other than by issuing a press release or such other means of announcement as the Company may deem appropriate.

CERTAIN SIGNIFICANT CONSEQUENCES AND RISKS RELATING TO THE OFFERS

In deciding whether to participate in the Offers, each Holder should consider carefully, in addition to the other information contained in this Offer to Purchase, the risks described under “Risk Factors” in the Parent’s Annual Report on Form 10-K for the fiscal year ended June 28, 2019, filed on August 2, 2019, which is incorporated by reference herein, and the following:

Limitations on Ability to Withdraw Notes

Notes tendered in each Offer may be withdrawn at any time at or before the applicable Withdrawal Deadline. Holders who validly tender their Notes at or after such Withdrawal Deadline may not withdraw such Notes, unless the Company extends the Withdrawal Deadline or is required to extend withdrawal rights under applicable law. As a result, you will not be able to validly withdraw tendered Notes at the time the Company establishes whether your tendered Notes will be accepted as a result of the applicable Tender Cap or proration.

Conditions to the Consummation of the Offer

The consummation of each Offer is subject to the satisfaction of several conditions, all or any of which the Company may waive in its sole discretion. Even if an Offer is consummated, it may not be completed on the schedule or on the terms and conditions described in this Offer to Purchase. See “The Offer—Conditions to the Offer” above. In addition, subject to applicable law, the Company may terminate an Offer at any time at or before the Expiration Date. There can be no assurance that such conditions will be met, that the Company will not terminate an Offer, or that, in the event that an Offer is not consummated, the market value and liquidity of the Notes will not be materially adversely affected.

Limited Trading Market

Notes not tendered or otherwise not purchased pursuant to the Offers will remain outstanding. To the extent that Notes of a series are purchased pursuant to the Offers, the trading market for Notes of such series that remain outstanding will become more limited. A debt security with a smaller outstanding principal amount available for trading (a smaller “*float*”) may command a lower price than would a comparable debt security with a greater float. Therefore, the market price for Notes of a series not purchased pursuant to the Offers may be affected adversely to the extent the amount of Notes of such series that are purchased reduces the float of such series of Notes. The reduced float may also tend to make the trading price more volatile. The Company cannot assure Holders that if the Offers are consummated that any trading market will exist for Notes of a series that remain outstanding. The extent of the trading markets for the Notes of each series following consummation of the Offers would depend upon the number of Holders that remain at such time, the interest in maintaining markets in the Notes on the part of securities firms, and other factors.

None of the Company, Parent, the Dealer Managers or the Tender Agent has any duty to make a market in any remaining Notes.

Treatment of Notes Not Tendered in the Offers; Optional Redemption

Notes not tendered or otherwise not purchased pursuant to the Offers will remain outstanding. The terms and conditions governing a series of Notes, including the covenants and other protective provisions contained in the relevant indenture governing such series of Notes, will remain unchanged.

Pursuant to the terms of the relevant series of Notes and the relevant indenture governing such series of Notes, any Notes that remain outstanding following the Offers will be redeemable, in whole or in part, subject to certain conditions, at the Company’s option, at any time or from time-to-time.

The Amount of Notes That Will Be Accepted for Purchase Is Uncertain

Notes validly tendered on or before the applicable Early Tender Deadline may only be withdrawn on or before the Withdrawal Deadline, and Notes validly tendered after the Withdrawal Deadline may not be withdrawn, in each case unless otherwise required by law. Depending on the principal amount of Notes of each series validly tendered and not validly withdrawn as of the Early Tender Date or the Expiration Date, as applicable, the Notes of such series may be accepted for purchase, in whole or in part. If Notes subject to an Offer are validly tendered and not validly withdrawn such that the aggregate principal amount for all Notes in such Offer tendered does not exceed the applicable Tender Cap, the Company will accept for purchase all Notes in such Offer that have been validly tendered on or before the Expiration Date and not validly withdrawn on or before the Withdrawal Deadline. If the aggregate principal amount of all Notes in an Offer validly tendered for purchase exceeds the amount of the applicable Tender Cap, then such Notes will be subject to proration as described under “The Offers—Tender Caps and Proration” above. If Holders tender more Notes in an Offer than they expect to be accepted for purchase by the Company based on the applicable Tender Cap, and the Company subsequently increases the applicable Tender Cap and accepts for purchase more of such Notes validly tendered and not validly withdrawn in such Offer on or before the Withdrawal Deadline, such Holders will not be able to withdraw any of their previously tendered Notes in such Offer. Accordingly, Holders should not tender any Notes that they do not wish to be accepted for purchase.

Market Volatility May Affect the Consideration Offered for the Notes

The consideration offered for the Notes pursuant to each Offer is dependent upon the price of the applicable Reference U.S. Treasury Security. The price of the applicable Reference U.S. Treasury Security and therefore the applicable Total Consideration or Tender Offer Consideration may fluctuate significantly during the term of each Offer until the Tender Offer Price Determination Date.

The Consideration Offered for the Notes Does Not Necessarily Reflect the Fair Value of the Notes

The consideration offered for the Notes pursuant to each Offer does not reflect any independent valuation of such Notes and does not take into account events or changes in financial markets (including interest rates) after the date of this Offer to Purchase. The Company has not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Notes. If a holder tenders Notes, such holder may or may not receive more or as much value than if such holder had chosen to keep such Notes.

Position Concerning the Offers

None of the Company, Parent, their respective boards of directors, the Tender Agent, any of the Dealer Managers or the Trustee is making any recommendation as to whether holders should tender all or any portion of their Notes in response to the Offers. Holders must make their own decisions as to whether to tender, or refrain from tendering, their Notes, and the principal amount of Notes to tender, if any. Holders should consult their tax, accounting, financial and legal advisers regarding the tax, accounting, financial and legal consequences of participating or refraining from participating in the Offers.

Certain Tax Considerations

See “Certain U.S. Federal Income Tax Considerations” for a discussion of certain U.S. federal income tax matters that should be considered in evaluating the Offers. See “Certain Cayman Islands Tax Considerations” for a discussion of certain Cayman Islands tax matters that should be considered in evaluating the Offers.

OTHER PURCHASES OF SECURITIES

Following consummation or termination of the Offers, the Company and its affiliates reserve the absolute right to acquire Notes from time to time otherwise than pursuant to the Offers through open market purchases, privately

negotiated transactions, one or more additional tender or exchange offers or otherwise, on terms that may or may not be equal to the applicable Total Consideration or Tender Offer Consideration, as applicable, or exercise any of the Company's rights (including redemption rights) under the indenture governing the Notes. There can be no assurance as to which, if any, of these alternatives or combination thereof the Company or its affiliates will choose to pursue in the future.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a general discussion of certain U.S. federal income tax considerations that may be relevant to beneficial owners of the Notes with respect to the Offers, but it does not purport to be a complete analysis of all potential U.S. federal income tax considerations. This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the "*Code*"), U.S. Treasury regulations promulgated thereunder, judicial opinions, published positions of the Internal Revenue Service (the "*IRS*"), and other applicable authorities, each as in effect as of the date hereof. These authorities are subject to differing interpretations and may change (possibly with retroactive effect), and any such change could affect the accuracy of the statements and conclusions set forth herein. We have not sought and will not seek any ruling from the IRS with respect to the statements made and the conclusions reached in this discussion, and there can be no assurance that the IRS will not challenge such statements and conclusions.

This discussion applies only to beneficial owners who hold their Notes as "capital assets" within the meaning of Section 1221 of the Code (generally, property held for investment) and who tender Notes pursuant to an Offer. This discussion does not describe any tax consequences arising under the unearned income Medicare contribution tax and does not address any U.S. federal tax laws other than those pertaining to income tax, nor does it address any non-U.S., state or local tax consequences. This discussion does not address all aspects of U.S. federal income taxation that may be relevant to particular investors in light of their individual circumstances or status or the U.S. federal income tax consequences that may be relevant to investors subject to special rules under the U.S. federal income tax laws, including, without limitation, banks or other financial institutions, broker-dealers, insurance companies, regulated investment companies, tax-exempt entities, dealers or traders in securities, traders in securities that elect the mark-to-market method of accounting for their securities holdings, investors subject to the alternative minimum tax, investors required under Section 451(b) of the Code to conform the timing of income accruals with respect to the Notes on their financial statements, a U.S. Holder (as defined below) whose "functional currency" is not the U.S. dollar, entities treated as partnerships for U.S. federal income tax purposes or partners or members therein, Non-U.S. Holders (as defined below), U.S. Holders holding the notes through non-U.S. brokers or other intermediaries, non-U.S. trusts and estates that have U.S. beneficiaries, individual retirement and other tax-deferred accounts, real estate investment trusts, pass-through entities, certain former citizens or long-term residents of the United States subject to U.S. federal income tax as expatriates or persons holding the note as a position in a "straddle" or as part of a "wash sale," "conversion," "constructive sale," or "integrated" transaction for tax purposes.

If a partnership or an entity treated as a partnership for U.S. federal income tax purposes is a beneficial owner of the Notes, the U.S. federal income tax treatment of a partner in the partnership or an equity interest owner of such other entity will generally depend upon the status of the person and the activities of the partnership or other entity treated as a partnership. Thus, persons who for U.S. federal income tax purposes are treated as partners in a partnership or equity interest owners of another entity treated as a partnership holding Notes should consult their own tax advisors regarding the tax consequences of the Offers.

THIS DISCUSSION IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO CONSTITUTE A COMPLETE DESCRIPTION OF ALL TAX CONSEQUENCES FOR U.S. HOLDERS RELATING TO THE OFFERS. U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE PARTICULAR TAX CONSEQUENCES TO THEM RELATING TO TENDERING THE NOTES PURSUANT TO AN OFFER, INCLUDING THE APPLICATION AND EFFECT OF ANY STATE, LOCAL, NON-U.S. INCOME, ESTATE AND OTHER TAX LAWS.

As used in this discussion, the term "*U.S. Holder*" means a beneficial owner of a Note that is:

- an individual who is a citizen or resident of the United States for U.S. federal income tax purposes;

- a corporation (including any entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

As used in this discussion, the term “Non-U.S. Holder” means a beneficial owner of a Note that is not a U.S. Holder or a partnership or an entity treated as a partnership for U.S. federal income tax purposes.

Tender of Notes Pursuant to the Offers

Subject to the discussion below regarding the potential alternative treatment of the Early Tender Premium under the caption “—Early Tender Premium,” a U.S. Holder who receives cash in exchange for Notes pursuant to an Offer will generally recognize taxable gain or loss equal to the difference, if any, between (1) the amount of cash received in exchange for those Notes (other than the portion of such amount that is properly attributable to accrued and unpaid stated interest, which, to the extent not previously included in income, will be treated as ordinary interest income), and (2) such U.S. Holder’s adjusted tax basis in such Notes at the time of the disposition. A U.S. Holder’s adjusted tax basis in a Note generally will be equal to the amount that such U.S. Holder paid for the Note, (i) increased by any market discount previously included in income by the U.S. Holder, and (ii) decreased (but not below zero) by any amortizable bond premium previously amortized by the U.S. Holder with respect to the Note.

Subject to the market discount rules discussed below and the possibility of the Early Tender Premium being treated as a separate fee, any gain or loss recognized on the disposition of Notes pursuant to an Offer generally will be capital gain or loss, and will be long-term capital gain or loss if, at the time of the disposition, the U.S. Holder held the Notes for a period of more than one year. Long-term capital gains recognized by certain non-corporate U.S. Holders, including individuals, will generally be subject to a reduced tax rate. The deductibility of capital losses is subject to limitations.

Any amount treated as ordinary interest income will be treated as foreign-source income for U.S. federal income tax purposes. For U.S. foreign tax credit limitation purposes, such interest on the Notes will (with certain exceptions) generally constitute “passive category income,” which is treated separately from other types of income for purposes of computing the foreign tax credit allowable to a U.S. Holder under U.S. federal income tax laws. Due to the complexity of the foreign credit tax rules, U.S. Holders are urged to consult their own tax advisors with regard to the application of the U.S. foreign tax credit rules to their own tax situation.

Market Discount

A U.S. Holder that purchased a Note at a “market discount” generally will be required (unless the U.S. Holder elected to accrue market discount currently) to treat a portion of any gain recognized on the disposition of such Note pursuant to an Offer as ordinary income (rather than capital gain) to the extent of the “market discount” accrued to the date of the disposition and that has not been previously included in income by the U.S. Holder. Subject to a statutory *de minimis* exception, market discount is the excess of the Note’s stated principal amount over the U.S. Holder’s tax basis in the Note immediately after its acquisition by such U.S. Holder.

Early Tender Premium

The U.S. federal income tax treatment of the receipt of the Early Tender Premium by a U.S. Holder whose Notes are purchased pursuant to an Offer is not entirely clear. The Early Tender Premium may be treated as additional consideration received in exchange for the relevant Notes, in which case such payment would be treated as part of the amount paid to such U.S. Holder in respect of its tendered Notes and would be taken into account in determining the amount of gain or loss recognized on the disposition, as provided in the discussion under the caption “—Tender of Notes Pursuant to the Offers.” Alternatively, the Early Tender Premium may be treated as a separate fee, in which case such

Early Tender Premium would be subject to tax as ordinary income. To the extent required for U.S. federal income tax purposes, Company intends to take the position that the Early Tender Premium is additional consideration for the relevant Notes. There can be no assurance, however, that the IRS will not successfully challenge this position. U.S. Holders are urged to consult their tax advisors regarding the U.S. federal income tax treatment of their receipt of the Early Tender Premium.

Information Reporting and Backup Withholding

Each tendering U.S. Holder may be subject to backup withholding at a rate of 24% on payments made pursuant to the Tender Offer unless the U.S. Holder (i) establishes that it is an exempt U.S. Holder or (ii) provides an accurate taxpayer identification number on an IRS Form W-9, and makes the appropriate certifications set forth in IRS Form W-9 under penalties of perjury. For further information concerning backup withholding and instructions for completing IRS Form W-9 (including how to obtain a taxpayer identification number if you do not have one and how to complete IRS Form W-9 if the Notes are held in more than one name), U.S. Holders should consult the general instructions to IRS Form W-9. Non-U.S. Holders should not submit an IRS Form W-9. Instead, such Non-U.S. Holders may submit a properly completed IRS Form W-8BEN (in the case of an individual) or IRS Form W-8BEN-E (in the case of a foreign corporation or other entity), or other appropriate IRS Form W-8, certifying, under penalties of perjury, to their foreign status in order to establish an exemption from backup withholding. An applicable IRS Form W-8 or IRS Form W-9 and instructions to any of these forms may be obtained from the Information Agent and Tender Agent or the IRS website at <http://www.irs.gov>. Exempt U.S. Holders should complete and return an IRS Form W-9 and complete the section regarding exemptions to avoid possible erroneous backup withholding. Backup withholding is not an additional tax. Any amount withheld from a payment to a U.S. Holder under the backup withholding rules may be allowable as a refund or credit against such U.S. Holder's U.S. federal income tax liability, so long as the required information is provided to the IRS in a timely manner.

FAILURE TO COMPLETE IRS FORM W-9 OR THE APPROPRIATE IRS FORM W-8 MAY RESULT IN BACKUP WITHHOLDING AT THE RATE DESCRIBED ABOVE ON ANY PAYMENTS MADE PURSUANT TO THE TENDER OFFER.

CERTAIN CAYMAN ISLANDS TAX CONSIDERATIONS

The following is a discussion of certain Cayman Islands tax issues in relation to the Offers. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as tax advice, does not consider your particular circumstances, and does not consider tax consequences other than those arising under Cayman Islands law.

Under existing Cayman Islands laws:

- (i) Payments of amounts in relation to the Offers will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of amounts in relation to the Offers, nor will gains derived from the Offers be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance tax or gift tax; and
- (ii) No stamp duty is payable in respect of the Offers.

The Issuer has been incorporated as an exempted company with limited liability under the laws of the Cayman Islands and, as such, has applied for and received an undertaking from the Governor in Cabinet of the Cayman Islands in the following form:

“The Tax Concessions Law
(1999 Revision)
Undertaking As To Tax Concessions

In accordance with Section 6 of the Tax Concession Law (1999 Revision) the Governor in Cabinet undertakes with :-

Seagate HDD Cayman “the Company”

- (a) that no Law which is hereafter enacted in the Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Company or its operations; and
- (b) in addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable:
 - (i) on or in respect of the shares debentures or other obligations of the Company; or
 - (ii) by way of the withholding in whole or part of any relevant payment as defined in Section 6(3) of the Tax Concessions Law (1999 Revision).

These concessions shall be for a period of TWENTY years from the 2nd day of March, 2010.

***GOVERNOR IN CABINET**

DEALER MANAGERS AND INFORMATION AGENT AND TENDER AGENT

The Company has retained BofA Securities, Inc. and Morgan Stanley & Co. LLC to act as Dealer Managers and Global Bondholder Services Corporation to act as the Tender Agent, in each case in connection with the Offers. The Company has agreed to pay the Dealer Managers and the Tender Agent customary fees for their services in connection with the Offers. The Company has also agreed to reimburse the Dealer Managers and the Tender Agent for certain of their out-of-pocket expenses and to indemnify the Dealer Managers and the Tender Agent against certain liabilities, including liabilities under the federal securities laws.

At any given time, in the ordinary course of their business activities, the Dealer Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Company or its affiliates. The Dealer Managers or their affiliates that have a lending relationship with the Company routinely hedge their credit exposure to the Company consistent with their customary risk management policies. Typically, the Dealer Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Company’s securities, including potentially the Notes referred to herein. Any such credit default swaps or short positions could adversely affect current or future trading prices of the Notes. The Dealer Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Each of the Dealer Managers and/or their affiliates are lenders and/or agents under the Company’s credit facility. Also, the Dealer Managers and their affiliates provided in the past, are currently providing and may provide in the future investment banking, commercial banking and financial advisory services to the Company and its affiliates, for which they have received or will receive customary compensation. The Dealer Managers and their affiliates may also

from time to time be engaged in transactions with and performs services in the ordinary course of its business for the Company and its affiliates.

The Dealer Managers and their affiliates in the ordinary course of their business may purchase and/or sell the securities of the Company, including the Notes, for their own accounts and for the accounts of their customers. As a result, the Dealer Managers and their affiliates at any time may hold a long or a short position in certain of the Company's securities, including the Notes, and may also tender into the Offers the Notes that they may hold or acquire.

None of the Dealer Managers, the Trustee or the Tender Agent assumes any responsibility for the accuracy or completeness of the information concerning the Company, its affiliates, or the Notes contained or referred to in this Offer to Purchase or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of such information.

NONE OF THE COMPANY, PARENT, OR THEIR RESPECTIVE BOARDS OF DIRECTORS, THE DEALER MANAGERS, THE TENDER AGENT, OR THE TRUSTEE IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER ANY NOTES IN RESPONSE TO THE OFFERS. HOLDERS MUST MAKE THEIR OWN DECISION AS TO WHETHER TO TENDER ANY OF THEIR NOTES AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

In connection with the Offers, the Company's officers and regular employees (who will not be specifically compensated for such services) may solicit tenders by use of the mails, personally or by telephone. The Company will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the Holders and in handling or forwarding tenders of Notes by their customers.

MISCELLANEOUS

The Company is not aware of any jurisdiction in which the making of the Offers is not in compliance with the laws of such jurisdiction. If the Company becomes aware of any jurisdiction where the making of the Offers would not be in compliance with such laws, the Company will make a good faith effort to comply with any such laws. If, after such good faith effort, the Company cannot comply with any such applicable laws, the Offers will not be made to the Holders of Notes residing in such jurisdiction.

SCHEDULE A

Formula for Determining Total Consideration and Accrued Interest

Definitions

Total Consideration	=	The Total Consideration per \$1,000 principal amount of the Notes (excluding Accrued Interest). A tendering Holder that meets the requirements to receive the Total Consideration will receive a total amount per \$1,000 principal amount (rounded to the nearest \$0.01) equal to the Total Consideration plus Accrued Interest for any Notes we purchase in the Offer.
N	=	The number of remaining cash payment dates for the Notes from, but excluding, the applicable Settlement Date, to and including their par call or maturity date, as applicable. The application of the par call date will be in accordance with standard market practice.
CF _i	=	The aggregate amount of cash per \$1,000 principal amount scheduled to be paid on the Notes on the “i-th” out of the N remaining cash payment dates for the Notes. Scheduled payments of cash include interest and, on the par call or maturity date, as applicable, principal.
YLD	=	The Repurchase Yield for the Notes (expressed as a decimal number).
D _i	=	The number of days from and including the applicable Settlement Date to, but not including, the “i-th” cash payment date out of the N remaining cash payment dates for the Notes being priced. The number of days is computed using the 30/360 day count method in accordance with market convention.
Accrued Interest	=	Accrued and unpaid interest per \$1,000 principal amount of the Notes from and including the last interest payment date for the Notes to, but excluding, the applicable Settlement Date.
/	=	Divide. The term immediately to the left of the division symbol is divided by the term immediately to the right of the division symbol before any other addition or subtraction operations are performed.
exp	=	Exponentiate. The term to the left of the exponentiation symbol is raised to the power indicated by the term to the right of the exponentiation symbol.
N Σ i=1	=	Summate. The term to the right of the summation symbol is separately calculated “N” times (substituting for the “i” in that term each whole number between 1 and N, inclusive) and the separate calculations are then added together.

Formulas

Tender Offer Consideration = Total Consideration minus the Early Tender Premium.

$$\text{Total Consideration} = \sum_{i=1}^N \left[\frac{CF_i}{\left(1 + \frac{YLD}{2}\right)^{\exp\left(\frac{D_i}{180}\right)}} \right] - \text{Accrued Interest}$$

Note: For the avoidance of doubt, if the Total Consideration as determined in accordance with the formula above is less than \$1,000 per \$1,000 principal amount of Notes as of the par call date for such Notes, then the Total Consideration will be based on the maturity date and not the par call date for such Notes.

The Tender Agent and Information Agent for the Offers is:

Global Bondholder Services Corporation

By Regular, Registered or Certified Mail;

Hand or Overnight Delivery:

65 Broadway – Suite 404

New York, New York 10006

Attention: Corporate Actions

By Facsimile:

(For Eligible Institutions only):

(212) 430-3775

Banks and Brokers call: (212) 430-3774

Toll-free: (866) 470-4300

Any questions or requests for assistance or additional copies of this Offer to Purchase, the Letter of Transmittal or other related materials may be directed to the Tender Agent at the address and telephone numbers set forth above. Beneficial owners also may contact the Dealer Managers at the addresses and telephone numbers set forth below or their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offers.

The Dealer Managers for the Offers are:

BofA Merrill Lynch

214 N. Tryon Street, 14th Floor

Charlotte, North Carolina 28255

Attn: Liability Management Group

Collect: (980) 387-3907

Toll-Free: (888) 292-0070

Morgan Stanley

1585 Broadway, 4th Floor,

New York, New York 10036

Attn: Liability Management Group

Collect: (212) 761-1057

Toll-Free: (800) 624-1808