

From: Digicel Limited  
Digicel Intermediate Holdings Limited  
Digicel International Finance Limited

To: The DL Scheme Creditors  
The DIFL Scheme Creditors  
(each as defined below)

CC: Epiq Corporate Restructuring LLC (the “**Information Agent**”)  
Cede & Co as depository nominee for the Existing Notes (as defined below)  
Deutsche Bank Trust Company Americas as the Existing Notes Trustee (as defined below)  
Citibank N.A. as the Administrative Agent (as defined below)

12 September 2023

Dear Sirs,

## **PRACTICE STATEMENT LETTER**

### **PROPOSED SCHEMES OF ARRANGEMENT IN RESPECT OF:**

- (I) DIGICEL LIMITED (“DL”)**
- (II) DIGICEL INTERMEDIATE HOLDINGS LIMITED (“DIHL”)**
- (III) DIGICEL INTERNATIONAL FINANCE LIMITED (“DIFL”)**

This letter (the “**Practice Statement Letter**”) concerns matters which may affect your legal rights and entitlements and you may therefore wish to take appropriate legal advice on its contents.

### **Purpose of this Practice Statement Letter**

Each of DL, DIHL and DIFL (each a “**Company**” and collectively the “**Companies**”) is proposing to implement a scheme of arrangement (in respect of each Company a “**Scheme**” and collectively the “**Schemes**”) between it and certain of its creditors pursuant to Section 99 of the Bermuda Companies Act 1981 (as amended, the “**Act**”). It is anticipated that there will be a directions hearing at **10 am** on **22 September 2023** (the “**Convening Hearing**”) at which the Supreme Court of Bermuda (the “**Court**”) will be asked to give directions as to the convening of a meeting of creditors of each Company that are eligible to vote on the respective Scheme. Although multiple Schemes are proposed, the Schemes are interconditional with each other for the reasons set out below. While the Schemes will be listed under

separate cause numbers, the Court will hear applications in respect of each Scheme at one “rolled-up” or consolidated hearing.

Pursuant to Bermuda Supreme Court Circular No.18 of 2007 (the “**Practice Statement**”), prior to the Convening Hearing, any company proposing to implement a scheme of arrangement pursuant to the Act should notify those creditors affected by it (i) that a scheme of arrangement is being promoted, (ii) as to the purpose that the scheme of arrangement is designed to achieve, (iii) as to the meeting(s) of creditors the company believes is/are required for the purposes of voting on the scheme of arrangement and (iv) as to the constitution of the creditor meeting(s). This Practice Statement Letter is written pursuant to and made in accordance with the Practice Statement. Notice of the Schemes was also given pursuant to the Solicitation Statement and EOM (each as defined below) to those entitled to receive notice thereof on 21 August 2023.

## **The Schemes**

A scheme of arrangement is a formal procedure under Section 99 of the Act which enables a company to agree a compromise or arrangement with its creditors or any class of its creditors in respect of its debts or obligations owed to those creditors.

Under Bermuda law, a scheme of arrangement requires the following to occur in order to become legally binding:

- a. a convening hearing at which the Court will give directions for the convening of one or more meeting(s) of the creditors or classes of creditors of the relevant company to consider and if thought fit approve the scheme of arrangement (each a “**Scheme Meeting**” and collectively the “**Scheme Meetings**”);
- b. the approval of a majority in number representing at least 75% in value of the relevant creditors or classes of creditors present in person or by proxy and voting at each Scheme Meeting;
- c. the approval of the Court by the making of an order sanctioning the scheme of arrangement (the “**Sanction Order**”) after a hearing convened for that purpose (the “**Sanction Hearing**”); and
- d. the delivery of the Sanction Order to the Bermuda Registrar of Companies.

In addition to the above, the Schemes will only become effective in accordance with their terms when each condition thereto has been satisfied as set out in the Solicitation Statement (as defined below). Given certain governmental approvals are required in connection with the change of control of the Group that will occur if the transactions contemplated by Schemes are implemented, there may be a material delay between the date on which any Sanction Order is received and the date on which all conditions precedent to the Schemes have been satisfied and, therefore, when the Schemes become effective.

## **DL Scheme**

DL is the issuer of approximately \$925 million of 6.750% Senior Notes due 2023 (the “**Existing DL Notes**”) issued and constituted pursuant to an indenture dated 3 March 2015 between DL as issuer and Deutsche Bank Trust Company Americas, as trustee (the “**Existing Notes Trustee**”) as amended from time to time (the “**Existing DL Notes Indenture**”).

The Scheme in respect of DL (the “**DL Scheme**”) proposes to compromise the debt claims represented by the Existing DL Notes on the terms summarised herein. For the purposes of this Practice Statement Letter, and as set out in further detail below, the holders of the ultimate economic and beneficial interests in the Existing DL Notes are defined as the “**DL Noteholders**”.

## **DIFL Scheme**

DIHL and DIFL are the co-issuers of:

- (i) approximately \$250,000,000 of 8.00% Subordinated Notes due 2026 (the “**Existing DIFL Subordinated Notes**”) issued and constituted pursuant to an indenture dated 22 May 2020 between DIFL and DIHL as co-issuers, the guarantors party thereto and the Existing Notes Trustee, as trustee, as amended from time to time (the “**Existing DIFL Subordinated Notes Indenture**”);
- (ii) approximately \$381,000,000 of 13.00% Senior Cash Pay/PIK Notes due 2025 (the “**Existing DIFL Unsecured Notes**”) issued and constituted pursuant to an indenture dated 22 May 2020 between DIFL and DIHL as co-issuers, the guarantors party thereto and the Existing Notes Trustee, as trustee, as amended from time to time (the “**Existing DIFL Unsecured Notes Indenture**”); and
- (iii) approximately \$1,226,000,000 of 8.75% Senior Secured Notes due 2024 (the “**Existing DIFL Secured Notes**” and together with the Existing DIFL Subordinated Notes and the Existing DIFL Unsecured Notes, the “**Existing DIFL Notes**”) issued and constituted pursuant to an indenture dated 15 March 2019 between DIFL and DIHL as co-issuers, the guarantors party thereto and the Existing Notes Trustee, as trustee, as amended from time to time (the “**Existing DIFL Secured Notes Indenture**”, and, together with the Existing DIFL Subordinated Notes Indenture and the Existing DIFL Unsecured Notes Indenture, the “**Existing DIFL Notes Indentures**” and, together with the Existing DL Notes Indenture, the “**Existing Notes Indentures**”).

Because DIHL and DIFL are co-issuers of each of the Existing DIFL Notes, and are therefore jointly and severally liable, one composite Scheme is proposed in respect of both DIHL and DIFL and is referred to for convenience as the “**DIFL Scheme**”.

DIFL is also the borrower and principal obligor of approximately \$997,000,000 of term loans (“**Term Loans**”) under a first lien credit agreement dated as of 25 May, 2017 by and among, amongst others, DIFL as co-borrower, DIFL US Finance, LLC, as co-borrower (which was subsequently merged into another of the Group’s Bermuda entities), Citibank N.A. as administrative agent (in such capacity, the “**Administrative Agent**”) and collateral agent and the lenders party thereto from time to time (the “**Credit Agreement**”).

The DIFL Scheme proposes to compromise the debt claims represented by the Existing DIFL Notes and the Term Loans on the terms summarised herein. For the purposes of this Practice Statement Letter, and as set out in further detail below, the holders of the beneficial interests in the Existing DIFL Notes are defined as the “**DIFL Noteholders**” and the lenders of record of the Term Loans pursuant to the terms of the Credit Agreement are the “**Term Loan Lenders**”).

The Existing DL Notes, the Existing DIFL Subordinated Notes, the Existing DIFL Unsecured Notes and the Existing DIFL Secured Notes are collectively referred to as the “**Existing Notes**”.

### **Relevant Background**

Each of the Companies is a member of the Digicel corporate group (the “**Group**”). The Group is a leading integrated communications and entertainment provider in the Caribbean and Central America, providing a comprehensive range of mobile communications, business solutions, cable television, broadband, mobile financial services and other related products and services to retail, corporate (including small and midsize enterprises) and government customers. DL is the sole shareholder of Digicel Holdings (Bermuda) Limited (“**DHL**”). DHL is in turn the sole shareholder of DIHL, with DIHL being the sole shareholder of DIFL. DL is itself wholly owned by Digicel Group Holdings Limited (“**DGHL**”). While DGHL is currently the corporate parent of the Group, DGHL is subject to a separate restructuring pursuant to which DGHL is expected to distribute all of its assets to its existing creditors and certain other parties and thereafter be liquidated. Following the proposed implementation of the Restructuring (and in particular the “Corporate Reorganization” as described below, DGHL will no longer have any equity interest in DHL or any of its subsidiaries, and DHL will become the new corporate parent of the Group. Neither the Existing Notes nor the Terms Loans are guaranteed by DGHL, nor is any of DGHL’s indebtedness guaranteed by DL, DIHL, DIFL or any of their respective subsidiaries.

In September 2022, the Group began exploring possible refinancing and/or restructuring options in respect of the near-term maturity (in March 2023) of the Existing DL Notes. Among other things, the Group, with the assistance of its legal and financial advisors, began to engage with one of its major bondholders, PGIM Inc. (“**PGIM**”), to discuss a consensual refinancing of the Existing DL Notes. Shortly thereafter, Contrarian Capital Management L.L.C. (“**Contrarian**”), another significant bondholder of the Existing DL Notes, joined these discussions. Negotiations between the Group, PGIM and Contrarian (and their respective advisors) continued through to the end of 2022.

While these negotiations were ongoing, economic conditions in Haiti materially worsened when Prime Minister Ariel Henry announced that fuel subsidies would be eliminated, resulting in a rapid increase in inflation within the Haitian economy. The deterioration in the Haitian economy had a material effect on the Group since as of the six months ending September 30, 2022, Haiti was the Group’s single-largest market in terms of revenue. For the quarter ending September 30, 2022, the Group also reported that Q2 FY23 EBITDA in Haiti was only approximately \$28 million, compared to approximately \$42 million for the same period in the prior year. In November 2022, the Group announced that its upcoming earnings would be significantly impacted by the economic and humanitarian crisis in Haiti. As the Group previously announced, it was estimated that “[a]djusted EBITDA for H2 FY23 (the six-month period ending March 31, 2023) in Haiti would be in the region of US\$25-35 million compared to US\$74 million in the prior half year.” Thus, toward the end of 2022, in light of the crisis in Haiti and its material effects on the Group’s EBITDA, it became clear that a more comprehensive restructuring of the Group’s capital structure was necessary. Among other things, the deterioration of the Group’s Haitian businesses resulted in a significant reduction in free cash flow on which the Group relied to service its debt load. By end of 2022, it was clear that a refinancing transaction that dealt only with the Existing DL Notes would be insufficient to ensure the Group was refinanced on a sustainable basis given the loss in EBITDA and cashflow generation that the Group suffered as a result of the deterioration of its Haitian business.

The Group, in conjunction each of with PGIM, Contrarian and another significant creditor GoldenTree Asset Management L.P. (“**GoldenTree**” and collectively with PGIM and Contrarian the “**PCG Ad Hoc Group**”) along with an ad hoc group of certain holders of DIFL Secured Notes and Term Loan Lenders (the “**DIFL Secured Ad Hoc Group**”, together with the PCG Ad Hoc Group, the “**Ad Hoc Groups**”) and each of their respective advisors, conducted intensive negotiations that resulted in an agreement in principle for a comprehensive capital restructuring of the Group. This agreement in principle was subsequently memorialised in a restructuring support agreement dated as of 27 June, 2023 between, amongst others, DL, DHL, DIHL, DIFL and the members of the Ad Hoc Groups (the “**RSA**”). The RSA contemplates a restructuring of the Existing Notes and the Term Loans (the “**Restructuring**”) that, in outline, will result in:

- (i) in exchange for the release of all claims arising out of the Credit Agreement and related documents (other than the Bridge Facility (as defined below)), new secured term loans being issued pursuant to an amended and restated Credit Agreement;
- (ii) in exchange for the release of all claims arising out of the Existing DIFL Secured Notes Indenture and related documents, new secured notes (the “**New DIFL Secured Notes**”) being co-issued by DIHL and DIFL;
- (iii) in exchange for the release of all claims arising out of the Existing DIFL Unsecured Notes Indenture and related documents, new unsecured notes (the “**New DML Unsecured Notes**”) being issued by Digicel MidCo Limited, a newly incorporated entity in Bermuda that will become a wholly owned and direct subsidiary of DHL and the indirect parent of DIFL to include certain economic enhancements and other amendments as compared to the Existing DIFL Unsecured Notes (“**New DML Unsecured Notes**”);
- (iv) through the full equitisation of the Existing DL Notes and the Existing DIFL Subordinated Notes, holders of these instruments will receive common equity in DHL (the “**DHL Common Shares**”) and the opportunity to participate in the offering of additional DHL Common Shares and Exit Preferred Shares (as defined below); and
- (v) immediately prior to the consummation of the Schemes, DL contributing all of its assets to DHL and its subsidiaries, and DHL becoming the ultimate parent entity of the reorganized Group.

### **The Proxy Solicitation, the Exchange Offer and Restructuring Consideration**

Recipients of this Practice Statement Letter (other than the Term Loan Lenders and the holders of Existing DIFL Subordinated Notes) will have previously received a proxy solicitation statement for schemes of arrangement relating to the Existing Notes (other than the Existing DIFL Subordinated Notes) dated as of 21 August 2023 (the “**Solicitation Statement**”). Holders of the Existing DIFL Subordinated Notes will, instead of the Solicitation Statement, have previously received an exchange offer memorandum and consent solicitation statement dated 21 August 2023 (the “**EOM**”). The Solicitation Statement annexed the full text of each of the proposed Schemes, and the EOM described the proposed DIFL Scheme in detail. Each of the Solicitation Statement and the EOM describes the proposed economic effect of the Schemes on DL Noteholders and/or DIFL Noteholders, including how such holders’ claims arising under the Existing Notes would be compromised, and the consideration that would become due to holders in exchange for such compromise under the respective Scheme. The Term Loan Lenders received notice of transactions

contemplated by the Schemes through a posting memo that, together with the RSA, was posted to an intralinks site for Term Loan Lenders on 27 July 2023.

Since the Restructuring implicates multiple debt instruments across the Group's capital structure, the purpose of the Solicitation Statement and the EOM was for the Companies to solicit proxies for the proposed Schemes (and thereby determine at an early stage the level of overall creditor support) using a method familiar (i.e. a solicitation/consent process through the Depository Trust Company ("**DTC**")) to holders of instruments such as the Existing Notes. By delivering their proxy and tendering their Existing Notes (other than the Existing DIFL Subordinated Notes) pursuant to the Solicitation Statement or, in the case of holders of the Existing DIFL Subordinated Notes, by delivering their proxy and tendering their Existing DIFL Subordinated Notes pursuant to the EOM, DL Noteholders and/or DIFL Noteholders (as the case may be) were deemed to unconditionally deliver instructions for the Information Agent, effective immediately, to act as their true and lawful agent, attorney-in-fact and proxy with respect to their Existing Notes for the purpose of taking all steps necessary, including executing all documents necessary, as may be required by applicable law, (a) to cause their Existing Notes to be assigned, transferred and exchanged and (b) in such capacity as true and lawful agent, attorney-in-fact and proxy to irrevocably vote in favor (including, if required, attending a meeting and voting on behalf their Existing Notes) of the relevant Scheme (a "**Proxy**").

The Solicitation Statement, the EOM and the RSA served two other purposes. First, the Solicitation Statement and the EOM provided an opportunity to those DL Noteholders and DIFL Noteholders that were willing to support the Restructuring at an early stage to benefit from an additional inducement in the form of commitment payments, as set out below. The Companies view these commitment payments as an important tool, consistent with market practice, for garnering "up front" support for the Restructuring. Holders of the Term Loans are also entitled to a commitment payment if they remain a party to or sign a joinder to the RSA by the Commitment Payment Election Deadline of 5:00 p.m. (New York time) on 11 September 2023.

Secondly, it became apparent to the Companies and the Ad Hoc Groups in the course of negotiations that the Companies (and by extension the Group) required additional liquidity to stabilize the Group's operations and cash flow in the short-term pending the implementation of the Restructuring. Thus, concurrent with the entry into the RSA, but prior to launching the Solicitation Statement and the EOM, the Companies entered into bridge facilities (the "**Bridge Facilities**"). These Bridge Facilities were extended by certain of the Companies' existing creditors and comprise a principal amount of \$60 million (split into separate tranches of \$24 million and \$36 million respectively, for each Bridge Facility). The Bridge Facilities mature on 24 December 2023 and may be extended by a further 90 days. The Bridge Facilities rank pari passu with the existing Term Loans and are guaranteed by the same subsidiaries of DIFL and secured by the same collateral as the Term Loans. The Solicitation Statement and the EOM contain a mechanism to refinance these short term Bridge Facilities through a rights offering affording (i) DL Noteholders, and (ii) those DIFL Noteholders holding Existing DIFL Subordinated Notes (i.e. those debt instruments that are proposed to be equitized in the Restructuring) the ability to subscribe (the "**Subscription Election**") for a pro-rata portion of further DHL Common Shares and convertible preferred shares issued by DHL ("**Exit Preferred Shares**" and together with the common equity issued pursuant the Subscription Election, the "**New Money Securities**"). The proceeds received by the Companies in connection with the issuance of the New Money Securities will be used to repay the Bridge Facilities and for other general corporate purposes.

In addition to the New Money Securities offered to holders of the Existing DL Notes and Existing DIFL Subordinated Notes, the consideration set out in the Solicitation Statement and the EOM is identical to the proposed consideration to be offered under the Schemes. For completeness, each of the Solicitation Statement, EOM and RSA also disclose (i) certain payments as compensation for the work undertaken in negotiating and implementing the Restructuring (“**Work Payments**”) to certain creditors (as set out below) and (ii) the proposed consideration payable to DL Noteholders, DIFL Noteholders, the Term Loan Lenders, including commitment payments (the “**Commitment Payments**”) for each DL Scheme Creditor or DIFL Scheme Creditor (as the case may be) providing a Proxy by the Commitment Payment Election Deadline of 5:00 p.m., New York City time, on 11 September 2023 and to Term Loan Lenders that remain a party to or execute a joinder to the RSA at such date. The applicable scheme consideration, Commitment Payment and Work Payment (as applicable) to the extent that a Term Loan Lender or Existing Noteholder is entitled to such scheme consideration or payments, under the terms of the RSA is set forth below:<sup>1</sup>

|                        | <b>Scheme Consideration<sup>2</sup></b>  | <b>Commitment Payment</b>  | <b>Work Payment</b>   |
|------------------------|--|--|---|
| Existing DL Notes .... | pro rata share of (i) 48.78% of DHL Common Shares, subject to dilution by the Existing DL Notes Commitment Payment; (ii) rights to subscribe for New Money Securities as described in the Solicitation Statement; and (iii) 78.90% of the Rights Offering Equity Adjustment. | 0.0000025% of DHL Common Shares for each \$1,000 principal amount of Existing DL Notes | 4.87% of DHL Common Shares to be outstanding after the date on which the Schemes become effective |

<sup>1</sup> Capitalized terms used but not defined in this table shall have the meaning given to them in the Solicitation Statement.

<sup>2</sup> The following consideration with respect to the Existing DIFL Subordinated Notes and the Existing DL Notes is based on the aggregate principal amount outstanding of those Existing Notes, including accrued and unpaid interest, as of 15 August 2023. Precise consideration amounts may be subject to adjustment as described in the Solicitation Statement.

|                                      | <b>Scheme Consideration<sup>2</sup></b>  | <b>Commitment Payment</b>  | <b>Work Payment</b>   |
|--------------------------------------|--|--|---|
| Existing DIFL<br>Unsecured Notes.... | (i) pro rata share of the New DML Unsecured Notes in an aggregate principal amount equal to (x) the New DML Unsecured Notes Amount <i>minus</i> (y) the aggregate principal amount of New DML Unsecured Notes issued on account of the Existing DIFL Unsecured Notes Commitment Payment and (ii) cash equal to accrued and unpaid cash interest on the aggregate principal amount of outstanding Existing DIFL Unsecured Notes from the last interest payment date to the date on which the Schemes are effective. | \$50 principal amount of New DML Unsecured Notes per \$1,000 principal amount of Existing DIFL Unsecured Notes; <i>provided that</i> , upon the agreement of (i) the Companies and (ii) the holders entitled to receive the Existing DIFL Unsecured Notes Commitment Payment that collectively hold or control more than 50% of the aggregate outstanding principal amount of the Existing DIFL Unsecured Notes held by all holders entitled to receive the Existing DIFL Unsecured Notes Commitment Payment, such Commitment Payment may be reduced or waived | 2.00% of the aggregate principal amount of the Existing DIFL Unsecured Notes as of the date on which the Schemes become effective, payable in kind through the issuance on a dollar-for-dollar basis of New DML Unsecured Notes |



|                                  | <b>Scheme Consideration<sup>2</sup></b>  | <b>Commitment Payment</b>   | <b>Work Payment</b>  |
|----------------------------------|--|---|--|
| Existing DIFL Secured Notes..... | (i) pro rata share of New DIFL Secured Notes in an aggregate principal amount equal to (x) the New DIFL Secured Notes Amount <i>minus</i> (y) the aggregate principal amount of New DIFL Secured Notes issued on account of the Existing DIFL Secured Notes Commitment Payment and (ii) cash equal to accrued and unpaid interest on the aggregate principal amount of outstanding Existing DIFL Secured Notes from the last interest payment date to the date on which the Schemes are effective. | \$50 principal amount of New DIFL Secured Notes per \$1,000 principal amount of Existing DIFL Secured Notes; <i>provided that</i> , upon the agreement of (i) the Companies and (ii) the holders entitled to receive the Existing DIFL Secured Notes Commitment Payment that collectively hold or control more than 50% of the aggregate outstanding principal amount of the Existing DIFL Secured Notes held by all holders entitled to receive the Existing DIFL Secured Notes Commitment Payment, such Commitment Payment may be reduced or waived | 1.932% of the aggregate principal amount of Existing DIFL Secured Notes as of the date on which the Schemes become effective, payable in kind through the issuance on a dollar-for-dollar basis of either (i) New DIFL Secured Notes or (ii) New DIFL Term Loans, at the election of holders eligible to receive such Work Payment |
| Existing DIFL Subordinated Notes | pro rata share of (i) 13.05% of DHL Common Shares, subject to dilution by the Existing DIFL Subordinated Notes Commitment Payment; (ii) rights to subscribe New Money Securities as described in the EOM; and (iii) 21.10% of the Rights Offering Equity Adjustment.   | 0.0000025% of DHL Common Shares for each \$1,000 principal amount of Existing DIFL Subordinated Notes   | 1.30% of DHL Common Shares to be outstanding after the date on which the Schemes become effective  |

|                                | <b>Scheme Consideration<sup>2</sup></b>  | <b>Commitment Payment</b>  | <b>Work Payment</b>   |
|--------------------------------|--|--|---|
| Existing DIFL Term Loans ..... | (i) pro rata share of New DIFL Term Loans in an aggregate principal amount equal to (x) the New DIFL Term Loan Amount <i>minus</i> (y) the aggregate principal amount of New DIFL Term Loans issued on account of the Existing DIFL Term Loans Commitment Payment and (ii) cash equal to accrued and unpaid interest to the date on which the Schemes are effective. | \$50 principal amount of New DIFL Term Loans per \$1,000 principal amount of Existing DIFL Term Loans <i>provided that</i> , upon agreement of (i) the Companies and (ii) the holders entitled to receive the DIFL Term Loan Commitment Payment that collectively hold or control more than 50% of the aggregate outstanding principal amount of the Term Loans held by all holders entitled to receive the Term Loan Commitment Payment, such Commitment Payment may be reduced or waived | 1.932% of the aggregate principal amount of Existing DIFL Term Loans as of the date on which the Schemes become effective, payable in kind through the issuance on a dollar-for-dollar basis of either (i) New DIFL Secured Notes or (ii) New DIFL Term Loans, at the election of holders eligible to receive such Work Payment |

The balance of the DHL common equity not otherwise accounted for in the above table or in the New Money Securities (approximately 10% of DHL’s fully diluted common equity) will be issued to Denis O’Brien and/or his nominee entities (the “**Supporting Shareholder**”), the Group’s current chairman, in consideration for his continued involvement in and support of the Group’s operation following closing of the Restructuring. The arrangements with the Supporting Shareholder will be further detailed in the Explanatory Statement accompanying the Schemes.

Full descriptions of the New Money Securities and the securities to be issued as Scheme Consideration (as defined in the table above) can be found in the Solicitation Statement and the EOM (and will be incorporated by reference to these documents in the Explanatory Statement) including descriptions of the various options for the New Money Securities (on a voting or non-voting basis) which Existing DL Noteholders and Existing DIFL Subordinated Noteholders may elect to receive in connection with the Restructuring. If you have not already received a copy of the Solicitation Statement or EOM, DL Noteholders, DIFL Noteholders and Term Loan Lenders may obtain copies by contacting the Information Agent using the methods set out below under “*Further Information*”.

### **Purpose of the Schemes**

As of 5:00 p.m. (New York time) on 11 September 2023, the Companies have received Proxies (or in the

case of Term Loan Lenders, RSA signatures) from:

- (i) 96.88% by value of the Existing DL Notes;
- (ii) 99.06% by value of the Existing DIFL Subordinated Notes;
- (iii) 99.54% by value of the Existing DIFL Unsecured Notes;
- (iv) 99.33% by value of the Existing DIFL Secured Notes; and
- (v) 97.37% by value of the Term Loans.

Although these Proxies and RSA signatures represent a majority of the Existing Notes and the Term Loans, they do not represent all of the Existing Notes and the Term Loans.

Therefore, the purpose of the Schemes is to effect a compromise and arrangement, pursuant to section 99 of the Act, between:

- (i) in the case of the DL Scheme, DL and the holders of the Existing DL Notes (the “**DL Scheme Creditors**”, which, as explained below, includes only the DL Noteholders, and excludes for voting purposes the Existing Notes Trustee and Cede & Co as depository nominee for the Existing Notes, neither of whom own any economic interest in the Existing Notes) in relation to all claims of a DL Scheme Creditor against DL arising directly or indirectly out of, in relation to and/or in connection with the Existing DL Notes, the Existing DL Notes Indenture and related documents (including, without limitation, each of the transactions contemplated by such Scheme) (“**DL Scheme Claims**”); and
- (ii) in the case of the DIFL Scheme, DIHL and DIFL on the one hand and, on the other:
  - a. holders of the Existing DIFL Subordinated Notes;
  - b. holders of the Existing DIFL Unsecured Notes;
  - c. holders of the Existing DIFL Secured Notes; and
  - d. Term Loan Lenders,

(collectively, the “**DIFL Scheme Creditors**” which, as explained below, in the case of (a) through (c) includes only the relevant DIFL Noteholders and excludes for voting purposes the Existing Notes Trustee and Cede & Co as depository nominee for the Existing Notes, neither of whom own any economic interest in the Existing Notes, in each case in relation to all claims of a DIFL Scheme Creditor against DIHL, DIFL and any guarantor of the Existing DIFL Notes or the Term Loans arising directly or indirectly out of, in relation to and/or in connection with the Existing DIFL Notes, the Existing DIFL Notes Indentures, the Credit Agreement and/or related documents (as the case may be) (including, without limitation, each of the transactions contemplated by such Scheme)) (“**DIFL Scheme Claims**”).

If the Schemes do not become effective, the Restructuring will not be consummated. In these circumstances, there is little possibility of recapitalizing and/or restructuring the Group on a fully consensual basis. Therefore, in the alternative, it is likely that DL would need to be placed into some form of insolvency proceeding, given the Existing DL Notes are now past their stated contractual maturity and there is little prospect of repaying or refinancing the Existing DL Notes in full. This would in turn lead to cross-defaults on the Existing DIFL Notes and the Term Loans; if one or more of these debt instruments were accelerated and declared due and payable, it is highly unlikely that DIHL or DIFL would be able to repay the full amounts owed. Furthermore, even if the Existing DL Notes were compromised in isolation, the debt burden on DIFL and DIHL would most likely be unsustainable given the Group's current performance, meaning that without the compromise of the Existing DIFL Notes and the Term Loans, defaults would most likely ensue under the terms of the Existing DIFL Notes and Term Loans. This would likely lead to one or both of DIHL or DIFL being placed into some form of insolvency proceeding and/or creditors commencing action to seek repayment from guarantors of the Existing Notes and the Term Loans and/or creditors seeking to realize collateral pledged to secure the Existing DIFL Secured Notes and the Term Loans. It is because of this alternative scenario that the Schemes are interconditional: to effectively recapitalize the entire Group.

Based on a reasonable estimate of the realizable value of the Group's assets in this alternative scenario of an insolvent liquidation of DL, DIFL and DIHL, the Companies believe that both the Existing DL Notes and the Existing DIFL Subordinated Notes must be treated as "out of the money" and therefore equitized on a pro rata basis relative to their respective DL Scheme Claim or DIFL Scheme Claim pursuant to the Schemes. The Companies have commissioned AlixPartners, LLP, the Companies' independent financial advisors, to prepare a liquidation analysis to corroborate this estimate, and such analysis will be shared with DL Scheme Creditors and DIFL Scheme Creditors in the Explanatory Statement for the Schemes. Equitizing both the Existing DL Notes and Existing DIFL Subordinated Notes allows for an effective reduction of the Group's leverage such that the Group could then continue as a going concern with a reorganized DHL as the Group's new parent. If only one of the Schemes were to be effective, this would not be a sufficient reduction in the Group's overall debt burden for the Group to be effectively recapitalized and continue to operate on a going concern basis.

Therefore the Schemes are required to bind all of the DL Scheme Creditors and DIFL Scheme Creditors (irrespective of whether or not they submitted a Proxy). The consideration payable in respect of the Schemes' compromises is summarized in the table above and further described in the Solicitation Statement and the EOM.

### **Conditions to Effectiveness of the Schemes and the Corporate Reorganization**

The Schemes have substantially the same conditions to their effectiveness (which are set out in full in the Solicitation Statement), these include, among other things, the following:

- a. in the case of the DL Scheme, approval by the single class of DL Scheme Creditors by a majority in number of the DL Scheme Creditors entitled to vote either in person or by proxy representing at least 75% by value of the DL Scheme Claims;
- b. in the case of the DIFL Scheme, approval by each class of DIFL Scheme Creditors by a majority in number of the relevant class of DIFL Scheme Creditors entitled to vote either in person or by proxy representing at least 75% by value of the DIFL Scheme Claims;

- c. the consummation of the Corporate Reorganizations (as described below and defined in the Solicitation Statement);
- d. court sanction of each of the DL Scheme and the DIFL Scheme;
- e. entry of an order by a U.S. bankruptcy court recognizing and enforcing the Schemes;
- f. the receipt of certain governmental approvals in certain jurisdictions in which the Group operates, including those detailed below in connection with the change of control which shall result from the Restructuring;
- g. execution of the Services Agreement and the Registration Rights Agreement (each as defined in the Solicitation Statement); and
- h. payment of costs and expenses associated with the Schemes, including adviser fees.

The Corporate Reorganizations include a series of transactions which are required to separate DL and DGHL from the Group and shall consist of the following steps:

- a. DHL will transfer all of its interests in DIHL to DML;
- b. DL will transfer to DHL all of its assets;
- c. DHL will use the proceeds from the New Money Securities (the “**Gross Proceeds**”) to purchase (at a price equal to fair market value) from DIHL and DIFL the intercompany claims owed to them by DGHL and any rights to distributions made to holders of certain instruments issued by DGHL, DL, DIFL and Denis O’Brien pursuant to the DGHL restructuring transaction; and
- d. DHL shall contribute to DIFL: (i) any Gross Proceeds remaining after the above purchases; and (ii) any assets previously received from DL.

### **Identity of DL Scheme Creditors**

DL Scheme Creditors’ DL Scheme Claims consist of claims arising directly or indirectly out of, in relation to and/or in connection with the Existing DL Notes and the Existing DL Notes Indenture.

As the Existing Notes are securities that are held in global form, the creditors under the Existing DL Notes comprise:

- a. the Existing Notes Trustee who, whilst having no economic interest in the Existing DL Notes, is nevertheless a creditor of the Company by virtue of its right to enforce payments due in respect of the Existing DL Notes pursuant to various clauses in the Existing DL Notes Indenture;
- b. Cede & Co, as nominee for DTC who, whilst also having no economic interest in the Existing DL Notes, is nevertheless a creditor of DL by virtue of the fact that it has physical possession of the negotiable instruments and is the registered legal holder of the Existing DL Notes in global form;
- c. participants in the Depository Trust Company (the “**DTC Participants**”) who hold their beneficial

interests in the Existing DL Notes in book-entry form through DTC. DTC Participants are generally large banks, broker-dealers or other major financial institutions which hold securities accounts with DTC and prime brokerage clients. DTC Participants may hold beneficial interests in the Existing DL Notes for their own account (in which case they will be DL Noteholders) or as agents for the account of their clients (in which case they have no economic interests in the Existing DL Notes, and may be known as “intermediaries” or “participants”); and

- d. those DL Noteholders who have beneficial interests in the Existing DL Notes and who are the owners of the ultimate economic interest in the Existing DL Notes, which they may hold directly or through an intermediary or participant. In the context of the DL Scheme, DL Noteholders are considered contingent creditors of DL as a result of their entitlement (pursuant to the terms of the relevant Existing DL Notes Indenture) to exchange their beneficial interests in the global certificates representing the Existing DL Notes for individual certificated notes (registered in their names) in certain limited circumstances. DL Noteholders may hold their beneficial interest indirectly via DTC Participants or may hold their beneficial interest via other nominees, with these nominees in turn holding beneficial interests via DTC Participants. These nominees are not creditors because they hold no real economic interest in the Existing DL Notes, nor are they shown as holding a beneficial interest in the Existing DL Notes in the records of DTC.

The Company will be seeking a direction from the Court at the Convening Hearing that only DL Noteholders (being the only parties with an economic interest in the Existing DL Notes) shall be treated as DL Scheme Creditors for voting purposes on the DL Scheme.

### **Identity of DIFL Scheme Creditors**

DIFL Scheme Creditors’ DIFL Scheme Claims consist of (i) claims arising directly or indirectly out of, in relation to and/or in connection with the Existing DIFL Notes and the respective Existing DIFL Notes Indenture; and (ii) claims arising directly or indirectly out of, in relation to and/or in connection with the Term Loans and the Credit Agreement. Certain DIFL Scheme Creditors may also have secondary claims that arise under guarantees and/or collateral documents guaranteeing and/or securing the Existing Notes and the Term Loans. However, these secondary claims are derived from and dependent upon their DIFL Scheme Claims; the compromise of the primary DIFL Scheme Claim will therefore compromise any secondary claim on identical terms as the primary DIFL Scheme Claim.

For the same reasons as set out in (a) through (d) in “*Identity of DL Scheme Creditors*”, DIHL and DIFL will be seeking a direction from the Court at the Convening Hearing that only DIFL Noteholders (being the only parties with an economic interest in the Existing DIFL Notes) shall be treated as DIFL Scheme Creditors for voting purposes on the DIFL Scheme in respect of the Existing Notes. No similar issues arise in the case of the Term Loans, as those holding the economic interest in the Term Loans are those recorded as lenders in the books and records of the Administrative Agent; each Term Loan lender identified in the records maintained by the Administrative Agent shall therefore be treated as a DIFL Scheme Creditor.

### **Scheme Meetings: Classes for Voting Purposes**

Under the provisions of Section 99 of the Act, in order for a scheme to become legally binding on a company and all of its relevant scheme creditors, the scheme must be approved by a majority in number of each class of creditors, representing at least 75% in value of such class, present and voting either in person or by proxy

at the relevant Scheme Meeting. The scheme must then be sanctioned by the Court at a subsequent Sanction Hearing, a copy of the Sanction Order delivered to the Bermuda Registrar of Companies and all conditions precedent to the scheme's effectiveness satisfied before it can become effective. If, and from the date upon which, a scheme becomes effective in accordance with its terms, all of the scheme creditors (irrespective of whether or not they voted, or voted in favour of the scheme), along with the company, will be bound by the terms of the scheme and the scheme.

It is the responsibility of the company proposing a scheme to formulate the class or classes of creditors for the purpose of convening a meeting of its creditors to consider and, if thought fit, approve the scheme. The final decision as to class composition will be a matter for the Court after taking into account any objections from any scheme creditors.

The test for determining whether creditors can be placed in the same class is whether the rights of the creditors affected by the Scheme are so different or would be affected so differently by the proposed scheme as to make it impossible for them to consult together with a view to their common interest. If it is impossible to consult together with a view to their common interests, creditors must be divided into separate classes for purposes of voting on the proposed scheme and a separate voting meeting must be held for each class of creditors.

#### **DL Scheme Creditors: One Class for Voting Purposes**

DL proposes one class of DL Scheme Creditors for voting on the DL Scheme consisting of the DL Noteholders. As all DL Noteholders hold economic and beneficial interests in a single series of debt securities issued by DL, all DL Scheme Creditors' rights against DL are identical, and each DL Scheme Creditor would have a senior unsecured claim against DL in the principal amount of Existing DL Notes held by that DL Scheme Creditor (together with any other amounts accrued and owing under the Existing DL Notes Indenture and related documents). In the absence of the DL Scheme (as further described above), DL has concluded that an insolvent liquidation of DL is the most likely alternative outcome. In the event of the insolvent liquidation of DL, pursuant to Bermuda insolvency law, all DL Scheme Creditors will rank *pari passu* and will have the same rights to have their claims under the Existing DL Notes determined through a proof of debt process or by way of a challenge to the liquidator's decision on a proof of debt or the liquidator permitting the continuation of extant court proceedings. The rights of the DL Scheme Creditors in the event of DL's liquidation are therefore substantively the same and, in any event, are not so dissimilar as to make it impossible for them to consult together with a view to a common interest. There are also no other creditors of DL that will be subject to the compromises proposed in the DL Scheme. In addition, each DL Scheme Creditor will be treated identically under the DL Scheme: each DL Scheme Creditor will be entitled to its pro rata share (based upon its DL Scheme Claim) of DHL Common Shares (subject to the Commitment Payments and Work Payments as discussed herein) issued as scheme consideration, and each DL Scheme Creditor will also have the same right, based on their pro rata holding, to participate in the offering of the New Money Securities. Although DHL Common Shares paid as scheme consideration may be either class A voting shares or class B non-voting shares, each DL Scheme Creditor is afforded the same opportunity to elect as to which class of DHL Common Shares to receive.

#### **DIFL Scheme Creditors: Four Classes for Voting Purposes**

Each of the DIFL Noteholders under the Existing DIFL Secured Notes, Existing DIFL Unsecured Notes,

and Existing DIFL Subordinated Notes, and Term Loan Lenders under the Credit Agreement have sufficiently differing rights as against DIFL and DIHL such that DIFL and DIHL consider that the DIFL Noteholders under the Existing DIFL Secured Notes, Existing DIFL Unsecured Notes, and Existing DIFL Subordinated Notes, and the Term Loan Lenders under the Credit Agreement rights are so dissimilar such that it makes it impossible for them to consult together with a view to a common interest. For example:

- the Existing DIFL Subordinated Notes DIFL Scheme Claims against DIFL and DIHL are subordinated to the claims of other creditors but benefit from first priority liens over certain intercompany promissory notes not held by any other creditors;
- the Existing DIFL Unsecured Notes DIFL Scheme Claims do not benefit from security granted to the Existing DIFL Secured Notes and the Credit Agreement;
- the economic terms of the Existing DIFL Secured Notes and the DIFL Facility differ (in addition to differences between their relative DIFL Scheme Claims to the security granted by DIFL and certain of its affiliates); and
- as described above under “*The Proxy Solicitation, the Exchange Offer and Restructuring Consideration*”, each of the Existing DIFL Secured Notes, Existing DIFL Unsecured Notes, Existing DIFL Subordinated Notes and the Term Loans are proposed to receive differing scheme consideration.

DIFL and DIHL will therefore propose up to four classes for the DIFL Scheme, whereby DIFL Noteholders of each of (i) the Existing DIFL Secured Notes, (ii) Existing DIFL Unsecured Notes and (iii) Existing DIFL Subordinated Notes; and (iv) Term Loan Lenders will vote in a separate class.

In addition, each DIFL Scheme Creditor will be treated identically under the DIFL Scheme with each other member of the applicable class of DIFL Scheme Creditor: each DIFL Scheme Creditor will be entitled to its pro rata share (based upon its DIFL Scheme Claim) of the relevant scheme consideration (subject to the Commitment Payments and Work Payments as discussed herein) issued as scheme consideration, and each Existing DIFL Subordinated Noteholder will also have the same right, based on its pro rata holding, to participate in the offering of the New Money Securities. Although DHL Common Shares paid as scheme consideration may be either class A voting shares or class B non-voting shares, each Existing DIFL Subordinated Noteholder is afforded the same opportunity to elect as to which class of DHL Common Shares to receive.

### **Certain Class Considerations**

Each of the below considerations pertain to both the DL Scheme and the DIFL Scheme. For the avoidance of doubt, as a general matter, any Existing Notes held by any Group member are proposed to be treated no differently than any other creditor of the same class.

#### *Commitment Payments*

As detailed above under “*The Proxy Solicitation, the Exchange Offer and Restructuring Consideration*”, an additional Commitment Payment is payable with respect to each class of creditors under the Schemes to each DL Scheme Creditor or DIFL Scheme Creditor (as the case may be) that provided a Proxy (or becomes



a party to the RSA, as applicable) by the Commitment Payment Election Deadline of 5:00 p.m., New York City time, on 11 September 2023. The Companies have concluded that the Commitment Payment does not require the constitution of separate classes for voting purposes in the relevant Scheme, because each scheme creditor in the relevant class has been afforded the same opportunity to avail itself of the relevant Commitment Payment, and the relevant Commitment Payment is proposed to be paid ratably amongst all those of the same class of proposed scheme creditors who validly deliver a Proxy prior to the Commitment Payment Election Deadline.

#### *Work Payments and Reimbursement of Ad Hoc Groups Professionals Fees*

Pursuant to the RSA, certain creditors that signed the RSA (consisting of the PCG Ad Hoc Group and the steering committee of the DIFL Secured Ad Hoc Group) will be paid Work Payments as described above under “*The Proxy Solicitation, the Exchange Offer and Restructuring Consideration*”. In addition, the members of the Ad Hoc Groups are entitled, pursuant to the terms of the RSA, to have the expenses of their financial and legal advisers reimbursed by the Companies in recognition of the substantial time and resources that those creditors have spent in negotiating and assisting the Companies in launching of the Schemes.

The Companies have considered whether the payment of such Work Payments and the obligation to reimburse certain professional fees would be sufficient to create a dissimilarity of interests between those creditors and other scheme creditors of the same class, such as to require a separate class for voting purposes of those entitled to Work Payments and reimbursement of the fees of their professional advisors. The Companies have concluded that payment of Work Payments and the entitlement to reimbursement of professional fees does not require the constitution of separate classes for voting purposes in the relevant Scheme because such treatment represents commercially justifiable compensation for work performed by those creditors involved in negotiating the Schemes and related Restructuring transactions. Those creditors not entitled to Work Payments and reimbursement of professional fees performed no equivalent services for the Companies. In addition, the Work Payments constitute 5% or less of the distributions attributable to each class of creditors, which are de minimis in the context of the overall Restructuring. The work undertaken by the relevant Ad Hoc Group members was for the benefit of all DL Scheme Creditors and DIFL Scheme Creditors. No DL Scheme Creditors or DIFL Scheme Creditors not entitled to those Work Payments have undertaken a similar role, meaning it would be inappropriate for those creditors to receive an equivalent sum.

#### *Backstop Payment*

The offering of the New Money Securities is being backstopped by certain scheme creditors (the “**Backstop Parties**”). Pursuant to a backstop commitment agreement (the “**Backstop Commitment Agreement**”), and subject to the terms and conditions therein, each of the Backstop Parties has agreed to, among other things, (i) subscribe for its pro rata portion (as described further in the Solicitation Statement) of the New Money Securities and (ii) purchase New Money Securities up to an agreed percentage for each Backstop Party to the extent that such amount is not funded or subscribed for by other holders of the Existing DL Notes and the Existing DIFL Subordinated Notes (such amount, the “**Shortfall**”), in exchange for a backstop payment, which is equal to \$11 million payable in Exit Preferred Shares and 2.0% of DHL Common Shares (the “**Backstop Payment**”). The Backstop Payment is only being paid to the Backstop Parties under the Backstop Commitment Agreement, and is not being paid to any other creditor; nor does the scheme

consideration under either Scheme consist of the right to become a Backstop Party and thereby receive the Backstop Payment. The Companies have nevertheless concluded that the existence of the Backstop Payment does not require the constitution of separate classes for voting purposes in the Schemes because such payment represents legitimate compensation for the underwriting of the New Money Securities provided by the Backstop Parties, the extension of the opportunity to participate in the Backstop Payment generally would have been unworkable given that the obligations under the Backstop Commitment Agreement could only be performed by those with significant financial resources and were committed some months ago, and the Backstop Payment is de minimis in the context of the overall Restructuring.

### *Cross-holdings*

A scheme creditor holding a claim in one class of creditors may also hold a claim in another class of creditors. These claims may be of unequal value, such that a creditor holds a proportionately greater claim in one class than in another, meaning such a creditor might prioritize its interests in respect of one class of debt over its interests in respect of another class of debt in which it holds a smaller claim. The Companies do not believe this is a relevant consideration for the purposes of determining classes, as it relates to a creditor's commercial interests rather than (as is relevant for scheme classification purposes) its legal rights.

### **The Convening Hearing**

As noted above, the Convening Hearing is expected to be listed to be heard by the Supreme Court at **10:00 am (Bermuda time) on 22 September 2023**. Any change to the proposed date of the Convening Hearing will be notified to DL Scheme Creditors and DIFL Scheme Creditors via the Information Agent. The Convening Hearing will be heard in person and no dial in or video conference facility will be available.

At the Convening Hearing, the Company will draw any issue raised by DL Scheme Creditors or DIFL Scheme Creditors who do not appear at the Convening Hearing to the Court's attention. DL Scheme Creditors or DIFL Scheme Creditors wishing to raise an issue in this fashion should contact the Companies' Bermuda counsel by email at [conyers.digicel@conyers](mailto:conyers.digicel@conyers). Both DL Scheme Creditors and DIFL Scheme Creditors also have the right to be heard in person or through counsel and make representations at the Convening Hearing.

This Practice Statement Letter is intended to provide DL Scheme Creditors and DIFL Scheme Creditors with sufficient information regarding the Schemes and the transactions contemplated by the Schemes such that, should they wish to raise issues related to the constitution of the classes of creditors voting at the Scheme Meetings or issues which might otherwise affect the conduct of such Scheme Meetings (the "**Scheme Issues**"), they may attend and be represented before the Court at the Convening Hearing.

Both DL Scheme Creditors and DIFL Scheme Creditors should be aware that Scheme Issues should be raised at the Convening Hearing. While DL Scheme Creditors and DIFL Scheme Creditors will still be entitled to appear and raise objections at the Sanction Hearing (if the Court orders the Scheme Meetings for each Scheme to be convened at the Convening Hearing), the Court would expect a DL Scheme Creditor or DIFL Scheme Creditor (as the case may be) to show good reason why they did not previously raise any Scheme Issues in respect of the proposals for convening the relevant Scheme Meetings. DL Scheme Creditors and DIFL Scheme Creditors should therefore raise any Scheme Issues at the Convening Hearing.

## Jurisdiction

As each of the Companies is registered as a Bermuda company under the Act, the Bermuda Court has jurisdiction under the Act. Because the Existing Notes, the Existing Notes Indentures and the Credit Agreement are governed by New York Law, and as certain of the DL Scheme Creditors and DIFL Scheme Creditors are US persons, the Companies will seek a recognition order in respect of the sanctioned Schemes under Chapter 15 of the U.S Bankruptcy Code as a condition precedent to each Scheme's effectiveness.

At the Sanction Hearing, in addition to any objections raised by DL Scheme Creditors or DIFL Scheme Creditors, the Court will consider any additional jurisdictional issues and decide whether to exercise its discretion to sanction the Scheme. A notice confirming the precise date of the Sanction Hearing, once known, will be distributed to the DL Scheme Creditors and DIFL Scheme Creditors in due course.

## Next Steps

The Companies have appointed the Information Agent in relation to the Schemes. The Information Agent has set up a scheme website at <https://dm.epiq11.com/DIFL-DL> (the "**Scheme Website**") to further disseminate information about the Schemes to DL Scheme Creditors and DIFL Scheme Creditors, and to facilitate the implementation of the Schemes. DL Scheme Creditors and DIFL Scheme Creditors may obtain access to the Scheme Website by emailing [tabulation@epigglobal.com](mailto:tabulation@epigglobal.com), with reference to "DL/DIFL Scheme" in the subject line. DL Scheme Creditors and DIFL Scheme Creditors must provide proof of their holdings to receive access to the Scheme Website. Once access is obtained, DL Scheme Creditors and DIFL Scheme Creditors may download documents relating to the Schemes from the Scheme Website.

Following the Convening Hearing, if the Court grants leave to convene the relevant Scheme Meetings, copies of the following documents in connection with the Schemes will be distributed to the relevant scheme creditors (in accordance with the directions given) and will be uploaded to the Scheme Website:

- (a) a copy of the Schemes;
- (b) a composite Explanatory Statement for both Schemes (which will include a notice setting out the relevant details for the Scheme Meetings);
- (c) voting forms (which will include proxy forms) for voting at the Scheme Meetings; and
- (d) registration forms for DL Noteholders and DIFL Subordinated Noteholders to provide registration details as to the identity of the registered holder of the DHL Common Equity and New Money Securities (if relevant) to which such holders will become entitled if the Schemes are sanctioned and become effective. Registration of holders pursuant to such forms is anticipated to be required given the Companies do not expect the DHL Common Equity or New Money Securities to be eligible for trading through DTC.

If you have assigned, sold or otherwise transferred your interests in the Existing Notes or the Term Loans (or any part thereof) or intend to do so, you should forward a copy of this Practice Statement Letter to the person or persons to whom you have assigned, sold or otherwise transferred such interests or the person or persons to whom you intend to assign, sell or otherwise transfer such interests.

If you have already submitted a Proxy pursuant to the Solicitation Statement or the EOM (and, if you are a DL Noteholder or DIFL Noteholder, you have also submitted a valid registration form in respect of your potential entitlement to DHL Common Shares and New Money Securities), or if you are a Term Loan Lender and are party to the RSA you will not be required to take any further action to vote in favour of the relevant Scheme, since your DL Scheme Claim and/or DIFL Scheme Claim will be voted on your behalf by the Information Agent as you directed pursuant to the instructions in your Proxy or by your RSA signature (provided that those DL Scheme Creditors and DIFL Scheme Creditors who are proposed to receive equity in DHL, either as scheme consideration or as New Money Securities are required to complete registration formalities as outlined in the Solicitation Statement and EOM in order to receive their applicable equity).

### **Further Information**

If you require any further information, please contact the Information Agent at +1 646-362-6336 or by email at [tabulation@epiqglobal.com](mailto:tabulation@epiqglobal.com) (with “DL/DIFL Scheme” in the subject line).

If you disagree with the proposals set out herein regarding the convening of the Scheme Meetings for either Scheme (including the proposed composition of the classes) or wish to raise any other issue that otherwise impacts on the directions for the convening of the Scheme Meetings or the jurisdiction of the Court, you should write to [Conyers.digicel@conyers.com](mailto:Conyers.digicel@conyers.com) prior to 22 September.

For and on behalf of,

Digicel Limited

Digicel Intermediate Holdings Limited

Digicel International Finance Limited