

CONSENT SOLICITATION STATEMENT



CUSIP Nos.	ISIN Nos.	Outstanding Principal Amount	Title of Security
Original Issuance on March 15, 2019: 25381VAA5 (144A) / G2763RAA4 (Reg S)	Original Issuance on March 15, 2019: US25381VAA52 (144A) / USG2763RAA44 (Reg S)	\$1,226,250,530	8.750% Senior Secured Notes due 2024
Additional Issuance on May 22, 2020: 25381XAA1 (144A) / G2770MAA6 (Reg S)	Additional Issuance on May 22, 2020: US25381XAA19 (144A) / USG2770MAA65 (Reg S)		
25381XAB9 (144A) / G2770MAB4 (Reg S)	US25381XAB91 (144A) / USG2770MAB49 (Reg S)	\$380,980,300	13.0% Senior Cash Pay/PIK Notes due 2025
25381X AC7 (144A) / G2770M AC2 (Reg S)	US25381XAC74 (144A) / USG2770MAC22 (Reg S)	\$250,002,707	8.0% Subordinated Notes due 2026

THE CONSENT SOLICITATIONS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON MAY 1, 2023, UNLESS EXTENDED AS DESCRIBED HEREIN (SUCH TIME AND DATE WITH RESPECT TO A SERIES OF DIFL NOTES (AS DEFINED BELOW), AS THE SAME MAY BE EXTENDED, THE “EXPIRATION DATE”). HOLDERS MUST VALIDLY DELIVER (AND NOT VALIDLY REVOKE) THEIR CONSENTS ON OR PRIOR TO THE APPLICABLE EXPIRATION DATE TO BE CONSIDERED TO HAVE VALIDLY DELIVERED THEIR CONSENTS. CONSENTS TO THE CONSENT SOLICITATIONS MAY BE REVOKED SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN PRIOR TO BUT NOT AFTER THE EFFECTIVE TIME (AS DEFINED HEREIN), WHICH MAY OCCUR PRIOR TO THE APPLICABLE EXPIRATION DATE.

Upon the terms and subject to the conditions set forth in this Consent Solicitation Statement (as it may be amended or supplemented from time to time, this “Consent Solicitation Statement”), Digicel Intermediate Holdings Limited (“DIHL”) and Digicel International Finance Limited (“DIFL” and together with DIHL, the “Company,” “we,” “us” or “our”) are soliciting consents (each a “Consent Solicitation”) to (i) the Proposed Amendments (as defined herein) with respect to (a) the Indenture dated March 15, 2019 among DIHL and DIFL, as co-issuers, the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee (the “trustee”), as amended and supplemented (the “DIFL Secured Indenture”), governing the 8.750% Senior Notes due 2024 (the “DIFL Secured Notes”) and (b) the Indenture dated May 22, 2020 among DIHL and DIFL, as co-issuers, the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, as amended and supplemented (the “DIFL Unsecured Indenture”), governing the 13.0% Senior Cash Pay/PIK Notes due 2025 (the “DIFL Unsecured Notes”) and (ii) the Waiver (as defined below) with respect to (a) the DIFL Secured Indenture (b) the DIFL Unsecured Indenture and (c) the Indenture dated May 22, 2020 among DIHL and DIFL, as co-issuers, the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, as amended and supplemented (the “DIFL Subordinated Indenture” and together with the DIFL Secured Indenture and the DIFL Unsecured Indenture, the “Indentures” and each an “Indenture”), governing the 8.0% Subordinated Notes due 2026 (the “DIFL Subordinated Notes” and together with the DIFL Secured Notes and the DIFL Unsecured Notes, the “DIFL Notes”).

The purpose of the Consent Solicitations is to seek, on or prior to the applicable Expiration Date, consents to (i) amend the DIFL Secured Indenture and the DIFL Unsecured Indenture to permit the Company to enter into the Bridge Facility (as defined herein) and incur additional debt under Credit Facilities (as defined in the applicable Indenture) in an aggregate

principal amount of up to \$100.0 million, in the case of the DIFL Secured Indenture, and \$100.0 million, in the case of the DIFL Unsecured Indenture, and (ii) a waiver (the “Waiver”) under each Indenture in respect of any Default or Event of Default, each as defined in the applicable Indenture, that might occur as a result of (a) the Company electing to pursue any scheme of arrangement pursuant to section 99 of the Companies Act of 1981 of Bermuda or proceedings as contemplated by the RSA (as defined herein) with respect to (A) the credit facility under that certain First Lien Credit Agreement dated May 25, 2017 among Digicel Holdings (Bermuda) Limited, as Holdings, DIFL, as borrower, DIFL US Finance LLC, as co-borrower, the lenders party thereto and Citibank, N.A., as administrative agent, issuing bank and collateral agent, as may be amended, modified, supplemented, restated, extended, renewed, refinanced, replaced or substituted from time to time (the “DIFL Credit Facility”), (B) the DIFL Secured Notes, (C) the DIFL Unsecured Notes or (D) DIFL Subordinated Notes (any such scheme of arrangement or proceedings with respect to the DIFL Credit Facility or any series of DIFL Notes, a “DIFL Scheme”) or (b) Digicel Limited (“DL”) electing to pursue a scheme of arrangement pursuant to section 99 of the Companies Act of 1981 of Bermuda or proceedings as contemplated by the RSA with respect to the 6.750% Senior Notes due 2023 issued by DL (a “DL Scheme”). For a detailed description of the purpose of the Consent Solicitations and the Proposed Amendments and the Waiver, see “Purpose and Background of the Consent Solicitations” and “The Proposed Amendments and the Waiver” below. In this Consent Solicitation Statement, the term “Holder” means each registered holder of the applicable series of DIFL Notes, and the term “Consenting Holder” means each registered holder of the applicable series of DIFL Notes who delivers their consent in the applicable Consent Solicitation. Holders who deliver their consents pursuant to this Consent Solicitation Statement will not be entitled to any consent payment.

The Proposed Amendments with respect to the DIFL Secured Indenture and the DIFL Unsecured Indenture and the Waiver with respect to the Indentures will become effective upon the receipt of consents from Holders representing not less than a majority of the outstanding aggregate principal amount of the applicable series of DIFL Notes, even if we do not commence any DIFL Scheme, or DL does not commence a DL Scheme.

As of the date hereof, the beneficial owners of more than 50% of the outstanding principal amount of the DIFL Secured Notes, 60% of the outstanding principal amount of the DIFL Unsecured Notes and 55% of the outstanding principal amount of the DIFL Subordinated Notes have indicated to us that they will deliver their consents in the applicable Consent Solicitation.

Each Consent Solicitation is being made independently of each other Consent Solicitation. Each Consent Solicitation is subject to the satisfaction of certain conditions as set forth in this Consent Solicitation Statement under the caption “The Consent Solicitations—Conditions to the Consent Solicitations.”

None of the Company, the Information and Tabulation Agent (as defined below), the trustee or any of their respective affiliates makes any recommendation in connection with any Consent Solicitation.

This Consent Solicitation Statement is dated April 26, 2023.

Holders are requested to read and consider carefully the information contained in this Consent Solicitation Statement and to deliver their consents in accordance with the instructions set forth herein.

By delivering a consent with respect to a series of DIFL Notes, a Holder authorizes, directs and requests that (i) upon receipt of all documentation required under the applicable Indenture, the Company, the guarantors, the trustee and each other party to the applicable Indenture enter into a supplemental indenture with respect to such series of DIFL Notes setting forth the Waiver and, in the case of the DIFL Secured Notes and the DIFL Unsecured Notes, the Proposed Amendments (each a “Supplemental Indenture”), (ii) the Company, the guarantors, the trustee and each other party to the applicable Indenture enter into such other documents, and take such other actions necessary or expedient, in order to give effect to, and permit, the Waiver with respect to such series of DIFL Notes and, in the case of the DIFL Secured Notes and the DIFL Unsecured Notes, the Proposed Amendments and (iii) the trustee under each Indenture refrain from taking any action or enforcing any remedies under the applicable Indenture as a result of a DIFL Scheme or a DL Scheme, except actions contemplated by or in connection with a DIFL Scheme.

The Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes and the Waiver with respect to a series of DIFL Notes require consents from Holders representing not less than a majority of the outstanding aggregate principal amount of such series of DIFL Notes (the “Requisite Consents”). The Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes and the Waiver with respect to each series of DIFL Notes will become effective and operative upon receipt of the Requisite Consents and the execution of the applicable Supplemental Indenture (the “Effective Time”), which may occur prior to the applicable Expiration Date if the Requisite Consents are received before then, even if we do not commence any DIFL Scheme, or DL does not commence a DL Scheme.

Upon the Proposed Amendments becoming effective and operative with respect to the DIFL Secured Notes or the DIFL Unsecured Notes, as applicable, and the Waiver becoming effective and operative with respect to a series of DIFL Notes, all Holders of such series of DIFL Notes would be bound by the terms of thereof, even if they did not deliver consents to the Proposed Amendments and the Waiver.

Holders who deliver their consents pursuant to this Consent Solicitation Statement will not be entitled to any consent payment.

Holders are requested to read and consider carefully the information contained in this Consent Solicitation Statement and to deliver their consents through The Depository Trust Company (“DTC”)’s ATOP (as defined below) procedures described herein.

The Company expressly reserves the right, in its sole discretion and regardless of whether any of the conditions described under “The Consent Solicitations—Conditions to the Consent Solicitations” have been satisfied, subject to applicable law, at any time prior to the applicable Effective Time, to (i) terminate a Consent Solicitation for any reason, (ii) waive any of the conditions to a Consent Solicitation, (iii) extend the Expiration Date, (iv) amend the terms of a Consent Solicitation or (v) modify the form or amount of the consideration to be paid pursuant to a Consent Solicitation.

See “The Consent Solicitations—Expiration Date; Extensions; Amendment.”

The delivery of a consent will temporarily affect a Holder’s right to sell or transfer the DIFL Notes. See “Certain Significant Considerations—DIFL Notes for which consents are delivered will be temporarily blocked from trading until after the earliest of the applicable Expiration Date, the date on which Holders revoke such consents and the date on which the applicable Consent Solicitation is terminated.”

Recipients of this Consent Solicitation Statement should not construe the contents hereof as legal, business or tax advice. Each recipient should consult its own attorney, business advisor and tax advisor as to legal, business, tax and related matters concerning any Consent Solicitation.

Capitalized terms used in this Consent Solicitation Statement that are not otherwise defined herein have the meanings set forth in the applicable Indenture.

NO CONSENT SOLICITATION HAS BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), NOR HAS THE SEC PASSED UPON THE FAIRNESS OR MERITS OF ANY CONSENT SOLICITATION OR UPON THE ACCURACY OF THE

INFORMATION CONTAINED IN THIS CONSENT SOLICITATION STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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IMPORTANT NOTICE

Only Holders of the DIFL Notes are eligible to deliver their consents in the Consent Solicitations. Any beneficial owner of DIFL Notes who is not a Holder of such DIFL Notes must arrange with the person who is the Holder or such Holder's assignee or nominee to deliver their consent on behalf of such beneficial owner. For purposes of each Consent Solicitation, it is anticipated that each Consent Solicitation will be eligible for DTC's Automated Tender Offer Program ("ATOP") and that DTC will authorize DTC participants ("DTC Participants") to electronically deliver a consent by causing DTC to transfer their DIFL Notes and indicate delivery of a consent to Epiq Corporate Restructuring, LLC, as information and tabulation agent with respect to the applicable Consent Solicitation (the "Information and Tabulation Agent"), in accordance with DTC's ATOP procedures for such transfer. DTC will verify the transfer and the electronic delivery of such consent and then send an Agent's Message (as defined below) to the Information and Tabulation Agent. DTC Participants must allow sufficient time for completion of the ATOP procedures during normal business hours of DTC. Beneficial owners must contact the broker, dealer, commercial bank, custodian or DTC Participant who holds DIFL Notes for them if they wish to instruct such party to deliver a consent with respect to such beneficial owner's DIFL Notes.

After submitting the Agent's Message, the CUSIPs for the applicable series of DIFL Notes will temporarily be blocked, and the Consenting Holder's position cannot be sold or transferred, until after the earlier of (i) the applicable Expiration Date, (ii) the date on which the DTC Participant revokes its consent and (iii) the date on which the applicable Consent Solicitation is terminated. The Information and Tabulation Agent will instruct DTC to release the positions as soon as practicable but no later than three business days after the Expiration Date.

Holders who wish to consent must deliver their consents in accordance with DTC's ATOP procedures. Consents should not be delivered to the Company or the trustee. However, the Company reserves the right to accept any consent received by the Company or the trustee.

No person has been authorized to give any information or make any representations other than those contained or incorporated by reference herein, and, if given or made, such information or representations must not be relied upon as having been authorized by the Company, the trustee, the Information and Tabulation Agent or any other person. The statements made in this Consent Solicitation Statement are made as of the date hereof, and the delivery of this Consent Solicitation Statement and the accompanying materials shall not, under any circumstances, create any implication that the information contained herein is correct after the date hereof.

Questions concerning the terms of any Consent Solicitation or requests for additional copies of this Consent Solicitation Statement or other related documents should be directed to the Information and Tabulation Agent at the address or telephone number set forth on the back cover page hereof.

This Consent Solicitation Statement does not constitute a solicitation of consents in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such solicitation under applicable federal securities or blue sky laws. This Consent Solicitation Statement does not constitute an offer to sell or the solicitation of an offer to buy any of the securities described or otherwise referred to in this Consent Solicitation Statement.

CONSENTS MUST BE ELECTRONICALLY DELIVERED IN ACCORDANCE WITH DTC'S ATOP PROCEDURES.

**AVAILABLE INFORMATION; INCORPORATION OF
CERTAIN DOCUMENTS BY REFERENCE**

The Company is not subject to the reporting requirements of the Securities Exchange Act of 1934, as amended. However, DIFL provides annual and quarterly financial statements to the trustee and posts such reports to a secured website and makes them available to Holders upon request.

Rather than include some of the information included in DIFL's annual and quarterly reports, we are incorporating this information by reference, which means that we are disclosing important information to you by referring you to another document posted on the Company's Intralinks website. The following documents contain important information about the Company and we incorporate them herein by reference:

- Annual financial statements and corresponding narrative of DIFL as of and for the years ended March 31, 2022 and 2021, posted on the Company's Intralinks website; and
- Quarterly financial statements and corresponding narrative of DIFL as of and for the nine months ended December 31, 2022 and 2021, posted on the Company's Intralinks website.

We also incorporate by reference any financial statements and corresponding narratives of DIFL posted on the Company's Intralinks website on or after the date of this Consent Solicitation Statement and prior to the Expiration Date.

Any statement contained in a document incorporated by reference into this Consent Solicitation Statement shall be considered to be modified or superseded for purposes of this Consent Solicitation Statement to the extent that a statement contained in this Consent Solicitation Statement or in any subsequently posted document that is incorporated by reference modifies or supersedes such statement. Any statement that is modified or superseded shall not, except as so modified or superseded, constitute a part of this Consent Solicitation Statement.

You can obtain the documents incorporated by reference into this Consent Solicitation Statement from www.intralinks.com.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This Consent Solicitation Statement contains various forward-looking statements that reflect management's current views with respect to future events and anticipated financial and operational performance. The words "expect," "estimate," "believe," "project," "anticipate," "should," "intend," "probability," "risk," "may," "target," "goal," "objective" and similar expressions or variations on such expressions are considered forward-looking statements. Other forward-looking statements can be identified in the context in which the statements are made. These statements concern, among other things:

- strategies, outlooks and growth prospects;
- new products and services;
- future plans and potential for future growth;
- trends affecting our financial condition or results of operations;
- liquidity, capital resources and capital expenditure;
- growth in demand for our services;
- economic outlook and industry trends;
- development of our markets;
- the impact of regulatory initiatives and the supervision and regulation of the telecommunications markets in general;
- political instability in the markets in which we operate;
- operating risks including natural disasters;
- outbreaks of disease, such as the COVID-19 pandemic;
- possible renewal of licenses;
- competition in areas of our business; and
- plans to launch new networks, products and services.

Such forward-looking statements are not guarantees of future performance and involve risks and uncertainties; actual results may differ materially as a result of various factors. These factors include, but are not limited to:

- general economic conditions, the fluctuations or devaluations of local currencies, government and regulatory policies and business conditions in the markets served by us and our affiliates and in markets in which we seek to establish operations;
- telecommunications usage levels, including traffic and customer growth;
- competitive forces, including price pressures, technological developments and our ability to retain market share in the face of competition from existing and new market entrants;
- disruption of supplies and services from principal suppliers;

- regulatory developments and changes, including with respect to the level of tariffs, the terms of interconnection, customer access and international settlement arrangements and the outcome of litigation related to regulation and regulatory processes generally;
- the success of business, operating and financial initiatives, the level and timing of the growth and profitability of new initiatives, start-up costs associated with entering new markets and launching new services, subscriber acquisition costs, costs of handsets and other equipment, the successful deployment of new systems and applications to support new initiatives and local conditions;
- the availability, terms and use of capital, the impact of regulatory and competitive developments on capital outlays, the ability to achieve cost savings and realize productivity improvements, and the success of our investments, ventures and alliances; and
- retention of key members of our management.

Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof, as actual results could differ. We undertake no obligation to release publicly the result of any revisions to these forward-looking statements which may be made to reflect events or circumstances after the date hereof, including, without limitation, changes in our business or acquisition strategy or planned capital expenditures, or to reflect the occurrence of unanticipated events.

THE COMPANY

The Company is a leading provider of communications services in the Caribbean region. The Company provides a comprehensive range of mobile communications, Business Solutions, Cable TV & Broadband and other related products and services to retail, corporate (including small and medium-sized enterprises) and government customers. As of December 31, 2022, the Company provided mobile communications services to 9.4 million subscribers in 25 markets in the Caribbean, with an aggregate population of approximately 25.6 million people.

Digicel International Finance Limited is an international business company incorporated as company No. 2004-00370 under the International Business Companies Act No. 40 of 1999 of St. Lucia, with its registered office at 20 Micoud Street, Castries, Saint Lucia. Our head office is located at 14 Ocean Boulevard, Kingston, Jamaica, W.I., and our telephone number is +1 (758) 731-3500. Our website is www.digicelgroup.com. Information in or connected to our website is not part of this Consent Solicitation Statement.

PURPOSE AND BACKGROUND OF THE CONSENT SOLICITATIONS

The purpose of the Consent Solicitations is to obtain, on or prior to the Expiration Date, from Holders of at least a majority in aggregate principal amount of each series of DIFL Notes consents to (i) the Proposed Amendments to the DIFL Secured Indenture and the DIFL Unsecured Indenture to permit, among other things (as further set forth herein), DIFL to incur debt under the Bridge Facility, and (ii) the Waiver under each Indenture to facilitate the availability of any DIFL Scheme, a DL Scheme or proceedings solely to implement the transactions contemplated by the RSA (as defined below).

The Restructuring Support Agreement

We currently expect to enter into a Restructuring Support Agreement (as amended from time to time, the “RSA”) with certain holders of the DIFL Notes and the 6.750% Senior Notes due 2023 issued by DL (the “DL Notes”) and lenders under the DIFL Credit Facility, which contemplates a comprehensive transaction to address the funded indebtedness of DL, DIHL and DIFL that may be implemented through a series of inter-conditional schemes of arrangement pursuant to section 99 of the Companies Act 1981 of Bermuda to be commenced in Bermuda Supreme Court or proceedings by (a) DIHL and DIFL with respect to the DIFL Credit Facility and each series of the DIFL Notes and (b) DL with respect to the DL Notes. However, there can be no assurance that we will enter into the RSA on terms that are acceptable to us, or at all. Even if we enter into the RSA, there can be no assurance that such schemes of arrangement or proceedings will be implemented.

The Bridge Facility

In connection with the transactions contemplated by the RSA, DIFL expects to enter into a new bridge loan facility (which shall constitute a new tranche of loans issued under the DIFL Credit Facility) (the “Bridge Facility”) with certain lenders that are party to the RSA, in an aggregate principal amount of \$100.0 million, the proceeds of which shall be used to finance working capital needs of DL, the Company and their operating subsidiaries.

Concurrent DL Consent Solicitation

DL launched a consent solicitation on April 24, 2023 (the “DL Consent Solicitation”) with respect to the DL Notes to solicit consents (i) to amend the indenture governing the DL Notes to increase secured debt capacity by \$100.0 million in order to permit DIFL to incur debt under the Bridge Facility, (ii) to extend the grace period before a default in the payment of interest, certain additional amounts, principal or premium with respect to the DL Notes constitutes an “Event of Default” as defined in the indenture governing the DL Notes and (iii) to waivers in respect of any default or event of default as defined in the indenture governing the DL Notes that might occur as a result of (a) the Company electing to pursue any DIFL Scheme as contemplated by the RSA or (b) DL electing to pursue a DL Scheme as contemplated by the RSA. The Consent Solicitations are not contingent upon the DL Consent Solicitation.

As of the date hereof, the beneficial owners of more than 75% of the outstanding principal amount of the DL Notes have indicated to us that they will provide their consents in the DL Consent Solicitation.

THE PROPOSED AMENDMENTS AND THE WAIVER

The Proposed Amendments

Pursuant to the Consent Solicitations, the Company is soliciting consents from Holders of the DIFL Secured Notes and the DIFL Unsecured Notes to amend the DIFL Secured Indenture and the DIFL Unsecured Indenture, as applicable, to (i) among other things (as further set forth herein), permit the incurrence of additional debt under Credit Facilities in an aggregate principal amount of up to \$100.0 million, in the case of the DIFL Secured Indenture, and \$100.0 million, in the case of the DIFL Unsecured Indenture and (ii) in the case of the DIFL Secured Indenture, amend Section 4.09(b) thereof to permit the Company to prepay or repay amounts outstanding under the Bridge Facility with the proceeds of an Asset Sale, to the extent permitted and required pursuant to Section 2.11(c) of the Senior Credit Facility (as in effect on the closing date of the Bridge Facility, after giving effect to the amendments thereto effectuated on such date), in each case, without triggering the Company's obligation to apply such proceeds to equally and ratably reduce its obligations under the DIFL Secured Notes (each a "Proposed Amendment" and collectively, the "Proposed Amendments"). The summary of the provisions of the Indentures affected by the Proposed Amendments set forth below is qualified in its entirety by reference to the full and complete terms in the applicable Indenture. Copies of the Indentures are available to Holders upon request to the Information and Tabulation Agent. Capitalized terms used in the summary below but not defined in this Consent Solicitation Statement have the meanings given to them in the applicable Indenture. Pursuant to the terms of the Indentures, the Proposed Amendments set forth below with respect to the DIFL Secured Notes and the DIFL Unsecured Notes requires the written consent of the Holders of not less than a majority in aggregate principal amount of the applicable series of DIFL Notes then outstanding under the applicable Indenture.

Proposed Amendments with respect to the DIFL Secured Notes

The Company requests Holders of DIFL Secured Notes, by delivery of their consents, consent to the following changes to the DIFL Secured Indenture, together with such ancillary changes as may be required or appropriate to give effect to such changes and to the following Proposed Amendments:

- Section 4.06 (Limitation on Debt):
 - amend clause (b)(i) to add the text marked with an underscore below:

the incurrence by Holdings or any Restricted Subsidiary in reliance on this clause (a) of Debt under Credit Facilities, including the Notes issued on the Issue Date and Debt outstanding under the Senior Credit Facility on the Issue Date, in an aggregate amount not to exceed the sum of (i) \$1,450 million plus (ii) \$850 million (provided that the Issuers may incur up to an additional \$100 million of Debt under the bridge loan facility to be entered into on or about May 1, 2023, by and among the Issuers, as borrowers, the lenders party thereto and Citibank, N.A., as administrative agent (the "Bridge Facility") pursuant to this clause (ii)), plus (iii) an unlimited amount so long as, in the case of this clause (iii), on a pro forma basis after giving effect to the incurrence thereof, and the application of the proceeds thereof (other than any Cash funded to the balance sheet of Holdings) and to any relevant Subject Transaction, the First Lien Net Leverage Ratio does not exceed 1.25:1.00 (calculated as if any Debt incurred pursuant to this clause (2)(a)(iii) constituted Consolidated First Lien Net Debt regardless of whether such Debt satisfied the definition thereof); provided that (x) any Debt may be incurred under one or both of clauses (ii) and (iii) of this clause as selected by Holdings in its sole discretion, (y) if any Debt is intended to be incurred under clause (iii) of this definition and clause (ii) of this definition in a single transaction or series of related transactions, (A) the incurrence of the portion of such Debt to be incurred or implemented under clause (iii) of this definition shall be calculated first without giving effect to any Debt to be incurred under clause (ii) of this definition, but giving full pro forma effect to the use of proceeds of the entire amount of such Debt and the related transactions and (B) the incurrence of the portion of such Debt to be incurred or implemented under clause (ii) of this definition

shall be calculated thereafter, and (z) any portion of any Debt that is incurred under clause (ii) of this definition, unless otherwise elected by Holdings, shall automatically and without need for action by any Person, be reclassified as having been incurred under clause (iii) of this definition if, at any time after the incurrence thereof, when financial statements required pursuant to Section 4.21 are delivered, such portion of such Debt would, using the figures reflected in such financial statements, be (or have been) permitted under the First Lien Net Leverage Ratio set forth in clause (iii) of this clause;

- Section 4.09 (Limitation on Sale of Certain Assets):
 - amend clause (b) to add the text marked with an underscore below:

If Holdings or any Restricted Subsidiary consummates an Asset Sale, the Net Proceeds of the Asset Sale, within 365 days after the consummation of such Asset Sale, may be used by Holdings or such Restricted Subsidiary (provided, that if Holdings or any Restricted Subsidiary has contractually committed to apply such proceeds pursuant to clause (ii) below during such period but has not yet applied them, such 365 day period shall be extended by six months) to (i) (x) in the case of an asset not constituting Collateral, permanently repay or prepay any then outstanding Debt (or, if such Debt is revolving debt, effect a corresponding permanent commitment reduction) of an Issuer or a Guarantor (other than Subordinated Debt), or any Restricted Subsidiary owing to a Person other than Holdings or a Restricted Subsidiary, or (y) in the case of an asset constituting Collateral, to permanently repay or prepay any then outstanding First Priority Obligations of an Issuer or a Guarantor owing to a Person other than Holdings or a Restricted Subsidiary; provided that, other than with respect to repayments or prepayments of outstanding obligations under the Bridge Facility pursuant to Section 2.11(c) of the Senior Credit Facility (as in effect on the closing date of the Bridge Facility, after giving effect to the amendments to the Senior Credit Facility effectuated on such date), the Issuers shall equally and ratably reduce obligations under the Notes in accordance with the provisions set forth in this Indenture, through privately negotiated transactions or open market purchases, or by making an offer (in accordance with the procedures set forth below for an Excess Proceeds Offer) to all Holders to purchase, at a purchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, the pro rata principal amount of the Notes) or (ii) invest in any Replacement Assets (provided that Holdings may elect to deem certain expenditures that would otherwise be permissible reinvestments but that occurred prior to the receipt of the applicable Net Proceeds as having been reinvested in accordance with the provisions of this paragraph but only to the extent such deemed expenditure shall have been made no earlier than the earlier of the execution of a definitive agreement with respect to such Asset Sale or the consummation thereof), or (iii) any combination of the foregoing. The amount of such Net Proceeds not so used as set forth in this paragraph (b) constitutes “Excess Proceeds.” Pending the final application of any such Net Proceeds, the Issuers may temporarily reduce revolving credit borrowings or otherwise invest such Net Proceeds in any manner that is not prohibited by the terms of this Indenture.

Proposed Amendment with respect to the DIFL Unsecured Notes

The Company requests Holders of DIFL Unsecured Notes, by delivery of their consents, consent to the following changes to the DIFL Unsecured Indenture, together with such ancillary changes as may be required or appropriate to give effect to such changes and to the following Proposed Amendment:

- Section 4.06 (Limitation on Debt):
 - amend clause (b)(i) to add the text marked with an underscore and delete the text marked with a strikethrough below:

the incurrence by Holdings or any Restricted Subsidiary in reliance on this clause (i) of (A) Debt under Credit Facilities, including the DIFL Secured Notes (including the DIFL Secured Notes issued on the Issue Date in connection with the Transactions) and Debt outstanding under the Senior Credit Facility on the Issue Date, in an aggregate amount not to exceed the sum of (i) \$2,274 million, ~~plus the principal amount of any Debt issued as payment of interest in kind thereon,~~ less any amount of such Debt permanently repaid as provided under Section 4.09 plus (ii) ~~reserved~~ \$100 million with respect to incurrences of Debt under the bridge loan facility to be entered into on or about May 1, 2023, by and among the Issuers, as borrowers, the lenders party thereto and Citibank, N.A., as administrative agent, plus (iii) an unlimited amount so long as, in the case of this clause (iii), on a pro forma basis after giving effect to the incurrence thereof, and the application of the proceeds thereof (other than any Cash funded to the balance sheet of Holdings) and to any relevant Subject Transaction, the Secured Net Leverage Ratio does not exceed 1.25 to 1.00 (calculated as if any Debt incurred pursuant to this Section 4.06(b)(i)(A)(iii) constituted Consolidated Secured Net Debt regardless of whether such Debt satisfied the definition thereof); and (B) additional Debt under the Senior Credit Facility in an aggregate amount not to exceed \$100.0 million;

Any provision contained in the DIFL Secured Notes and the DIFL Unsecured Notes that relates to any provision of the Indenture governing such series of DIFL Notes, as amended, shall likewise be amended so that any such provision contained in such series of DIFL Notes will conform to and be consistent with any provision of the Indenture governing such series of DIFL Notes, as amended.

The Waiver

Pursuant to each Consent Solicitation, to facilitate the availability of any DIFL Scheme and a DL Scheme to implement the transactions contemplated by the RSA, we are also soliciting consents from Holders of each series of DIFL Notes to the Waiver, which would waive any Default or Event of Default, each as defined in the applicable Indenture, that might occur as a result of (a) the Company electing to pursue any DIFL Scheme or proceedings pursuant to the RSA or (b) DL electing to pursue a DL Scheme or proceedings pursuant to the RSA. Pursuant to the terms of the Indentures, the Waiver with respect to a series of DIFL Notes requires the written consent of the Holders of not less than a majority in aggregate principal amount of such series of DIFL Notes then outstanding under the applicable Indenture.

In the Consent Solicitations with respect to the DIFL Secured Notes and the DIFL Unsecured Notes, the Proposed Amendments and the Waiver constitute a single proposal, and a Consenting Holder must consent to both the Proposed Amendments and the Waiver.

When the Proposed Amendments and the Waiver Will Become Operative

The Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes and the Waiver with respect to each series of DIFL Notes will become effective and operative upon receipt of the Requisite Consents and the execution of the applicable Supplemental Indenture, which may occur prior to the applicable Expiration Date if the Requisite Consents are received before then, even if we do not commence any DIFL Scheme, or DL does not commence a DL Scheme. Upon the Proposed Amendments becoming effective and operative with respect to the DIFL Secured Notes or the DIFL Unsecured Notes, as applicable, and the Waiver becoming effective and operative with respect to a series of DIFL Notes, all Holders of such series of DIFL Notes would be bound by the terms thereof, even if they did not deliver their consents in the Consent Solicitations.

By delivering a consent in accordance with the terms hereof, the Consenting Holder (a) acknowledges receipt of the Consent Solicitation Statement, (b) represents and warrants that it is a Holder of the series of DIFL Notes in respect of which such consent is delivered and has the full power to consent to the Waiver in respect of such series of DIFL Notes and, in the case of the DIFL Secured Notes and the DIFL Unsecured Notes, the Proposed Amendments and (c) consents to the Waiver with respect to such series of DIFL Notes and, in the case of the DIFL Secured Notes and the DIFL Unsecured Notes, the Proposed Amendments.

CERTAIN SIGNIFICANT CONSIDERATIONS

None of the Company, the Information and Tabulation Agent, the trustee or any of their respective directors, officers, employees, agents or affiliates makes any recommendation as to whether a Holder should consent to the Proposed Amendments and the Waiver, and none of the Company or its board of directors has authorized any person to make any such statement. Holders are urged to evaluate carefully all information included in this Consent Solicitation Statement, consult with their own legal, investment and tax advisors and make their own decision whether to provide their consent to the Proposed Amendments and the Waiver pursuant to the Consent Solicitations. In deciding whether to consent to the Proposed Amendments and the Waiver, you should carefully consider the following, in addition to the other information contained in this Consent Solicitation Statement.

The Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes and the Waiver with respect to each series of DIFL Notes sought in the Consent Solicitations will be binding on all Holders once effective and operative.

If the Requisite Consents are obtained and the Proposed Amendments becomes effective and operative with respect to the DIFL Secured Notes or the DIFL Unsecured Notes, as applicable, and the Waiver becomes effective and operative with respect to a series of DIFL Notes, all Holders of such series of DIFL Notes will be bound by the Waiver and, in the case of the DIFL Secured Notes and the DIFL Subordinated Notes, the Proposed Amendments, whether or not such Holder validly delivered, or validly revoked a consent or otherwise affirmatively objected to the Proposed Amendments and the Waiver. Non-consenting Holders (whether or not they affirmatively objected to the Proposed Amendments and the Waiver) will not be entitled to any rights of appraisal or similar rights of dissenters (whether pursuant to the Indentures or the Company's organizational documents) with respect to the adoption of the Proposed Amendments or the effectiveness of the Waiver.

Limited ability to revoke the consents.

Consents may be validly revoked at any time prior to the Effective Time, but not thereafter, unless required by applicable law. The Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes, as applicable, and the Waiver with respect to a series of DIFL Notes will become effective and operative at the applicable Effective Time upon receipt by the Company of Requisite Consents, which may occur prior to the applicable Expiration Date if Requisite Consents are received before then. If the Requisite Consents are received and the Proposed Amendments and the Waiver become effective and operative with respect to a series of DIFL Notes, consents may no longer be revoked notwithstanding that the applicable Expiration Date may not have occurred and all Holders of such series of DIFL Notes would be bound by the terms of thereof even if they did not deliver their consents in the Consent Solicitations.

The Consent Solicitations may adversely affect the liquidity, market value and price volatility of the DIFL Notes.

There can be no assurance that the liquidity, market value and price volatility of the DIFL Notes will not be adversely affected by the consummation of the Consent Solicitations or the effectiveness of the Proposed Amendments and the Waiver.

Certain tax consequences.

For a summary of certain tax consequences of the Consent Solicitations, see "Certain U.S. Federal Income Tax Considerations."

Holdings are responsible for consulting with their advisors.

Holdings should consult their own tax, accounting, financial and legal advisors regarding the suitability for themselves of the tax, accounting, financial, legal or other consequences of participating or refraining to participate in the Consent Solicitations.

None of the Company, the Information and Tabulation Agent or any director, officer, employee, agent or affiliate of any such person, is acting for any Holder, or will be responsible to any Holder for providing any protections which would be afforded to its clients or for providing advice in relation to any Consent Solicitation, and accordingly none of the Company, the Information and Tabulation Agent, the trustee or any director, officer, employee, agent or affiliate of any such person, makes any recommendation as to whether Holders should consent to the Proposed Amendments and the Waiver.

The Consent Solicitations may not be completed or may be terminated or amended in the sole discretion of the Company.

Until the Company announces whether it has decided to accept the consents validly delivered and not validly revoked in a Consent Solicitation, no assurance can be given that such Consent Solicitation will be completed. In addition, a Consent Solicitation may not be completed if any of the conditions described under “The Consent Solicitations—Conditions to the Consent Solicitations” are not satisfied or waived. Furthermore, subject to applicable law and as provided in each Consent Solicitation, the Company may, in its sole discretion, extend, amend or terminate such Consent Solicitation at any time before such announcement and may, in its sole discretion, waive any of the conditions to such Consent Solicitation either before or after such announcement. See “The Consent Solicitations—Conditions to the Consent Solicitations.”

Holders are responsible for complying with the procedures of the Consent Solicitations.

Each Holder is responsible for complying with all of the procedures for delivering or revoking a consent. None of the Company, the Information and Tabulation Agent, the trustee or any of their respective directors, officers, employees, agents or affiliates assumes any responsibility for informing the Holders of irregularities with respect to any consent. Consents may only be revoked as provided in this Consent Solicitation Statement. See “Revocation of Consents.”

Holders are responsible for assessing the merits of the Consent Solicitations.

Each Holder is responsible for assessing the merits of the Consent Solicitations. None of the Company, the Information and Tabulation Agent, the trustee or any director, officer, employee, agent or affiliate thereof, has made or will make any assessment of the merits of the Consent Solicitations or of the impact of the Consent Solicitations on the interests of the Holders either as a class or as individuals or makes any recommendation as to whether a Holder should consent to the Proposed Amendments and the Waiver.

DIFL Notes for which consents are delivered will be temporarily blocked from trading until after the earliest of the applicable Expiration Date, the date on which Holders revoke such consents and the date on which the applicable Consent Solicitation is terminated.

The DIFL Notes for which a consent has been delivered through ATOP as part of a Consent Solicitation prior to the Expiration Date will be electronically submitted to the Information and Tabulation Agent and will remain with the Information and Tabulation Agent during the period beginning at the time the DTC Participant electronically delivers a consent and ending after the earlier of (i) the applicable Expiration Date, (ii) the date on which the DTC Participant revokes its consent and (iii) the date on which the applicable Consent Solicitation is terminated. During the period that DIFL Notes are so submitted to the Information and Tabulation Agent, such DIFL Notes will not be freely transferable to third parties and will be temporarily blocked from trading. Subsequent to the date on which the DIFL Notes are no longer blocked from trading, Holders may transfer the DIFL Notes in accordance with the terms thereof and in accordance with the procedures of DTC. In the period of time during which DIFL Notes are blocked pursuant to the foregoing procedures for delivering consents, Holders may be unable to promptly liquidate their DIFL Notes or timely react to adverse trading conditions and could suffer losses as a result of these restrictions on transferability.

THE CONSENT SOLICITATIONS

Overview

The Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes and the Waiver with respect to a series of DIFL Notes will be effective and operative at the applicable Effective Time, which may occur prior to the applicable Expiration Date if the Requisite Consents are received before then. With respect to each series of DIFL Notes, upon receipt of the Requisite Consents, the Company and the guarantors party to the Indenture governing such series of DIFL Notes intend to execute a Supplemental Indenture to such Indenture, and will deliver the Supplemental Indenture to the trustee under such Indenture for execution in accordance with such Indenture. Upon the Proposed Amendments becoming effective and operative with respect to the DIFL Secured Notes or the DIFL Unsecured Notes, as applicable, and the Waiver becoming effective and operative with respect to a series of DIFL Notes, all Holders of such series of DIFL Notes would be bound by the terms of thereof, even if they did not deliver their consents in the Consent Solicitations.

If the Proposed Amendments with respect to the DIFL Secured Notes or the DIFL Unsecured Notes, as applicable, and the Waiver with respect to a series of DIFL Notes become effective and operative, they will be binding on all Holders of such series of DIFL Notes and their respective transferees, regardless of whether such Holders have delivered their consents in the Consent Solicitations.

Failure to deliver a consent will have the same effect as if a Holder had chosen not to give its consent with respect to the Proposed Amendments and the Waiver. The Company will provide notice in accordance with the applicable Indenture to Holders of receipt of the Requisite Consents (if the Requisite Consents have been received) promptly after the applicable Effective Time.

If a Holder delivers a consent on or prior to the applicable Expiration Date, such consent may be validly revoked at any time prior to the applicable Effective Time (which may occur prior to the Expiration Date if the Requisite Consents are received before then).

Beneficial owners of the DIFL Notes who wish to provide a consent and whose DIFL Notes are held, in the name of a broker, dealer, commercial bank, trust company or other nominee institution must contact such nominee promptly and instruct such nominee, as the Holder of such DIFL Notes, to promptly deliver their consent on behalf of the beneficial owner through the ATOP procedures described herein on or prior to the Expiration Date.

Consents may be delivered only in principal amounts equal to minimum denominations of (i) \$2,000 and integral multiples of \$1.00 in excess thereof with respect to the DIFL Secured Notes, (ii) \$1.00 and integral multiples of \$1.00 in excess thereof with respect to the DIFL Unsecured Notes, and (iii) \$1.00 and integral multiples of \$1.00 in excess thereof with respect to the DIFL Subordinated Notes (each a "Minimum Authorized Denomination"). Holders who deliver consents that are less than all of their DIFL Notes must continue to hold DIFL Notes in at least the minimum denominations and in integral multiples in excess thereof, in each case as set forth in the applicable Indenture. In order to be valid, consents must be submitted in respect of a minimum nominal amount of DIFL Notes of no less than the applicable Minimum Authorized Denomination and integral multiples of \$1.00 in excess thereof. No alternative, conditional or contingent consents will be accepted.

No Consent Payment

Holders who deliver their consents pursuant to this Consent Solicitation Statement will not be entitled to any consent payment.

Conditions to the Consent Solicitations

With respect to each Consent Solicitation, the obligation of the Company to accept validly delivered and unrevoked consents is subject to (i) Requisite Consents for such Consent Solicitation having been received (and not validly revoked) on or prior to the applicable Expiration Date and (ii) the absence of any

law or regulation, and the absence of any injunction or action or other proceeding (pending or threatened) that (in the case of any action or proceeding if adversely determined) would make unlawful or invalid or enjoin the implementation of the Proposed Amendments with respect to the DIFL Secured Notes or the DIFL Unsecured Notes, as applicable, and the Waiver or that would question the legality or validity thereof. The Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes and the Waiver with respect to a series of DIFL Notes will become effective and operative upon receipt of the Requisite Consents and the execution of the applicable Supplemental Indenture. Upon the Proposed Amendments becoming effective and operative with respect to the DIFL Secured Notes or the DIFL Unsecured Notes, as applicable, and the Waiver becoming effective and operative with respect to a series of DIFL Notes, all Holders of such series of DIFL Notes would be bound by the terms of thereof, even if they did not deliver their consents in the Consent Solicitations.

If any of the preceding conditions are not satisfied on or prior to the applicable Expiration Date with respect to a Consent Solicitation, the Company may, in its sole discretion and without giving any notice, allow such Consent Solicitation to lapse or extend the solicitation period and continue soliciting consents pursuant to such Consent Solicitation. Subject to applicable law, a Consent Solicitation may be abandoned or terminated at any time prior to the applicable Effective Time, in which case any consents received will be voided.

Expiration Date; Extensions; Amendment

The term “Expiration Date” means, with respect to each Consent Solicitation, 5:00 p.m., New York City time, on May 1, 2023, unless the Company, in its sole discretion, extends the period during which such Consent Solicitation is open, in which case the term “Expiration Date” means the latest time and date to which such Consent Solicitation is extended. In order to extend the Expiration Date with respect to a Consent Solicitation, the Company will notify the Information and Tabulation Agent in writing or orally of any extension and will make a public announcement thereof. The Company may extend a Consent Solicitation on a daily basis or for such specified period of time as it determines in its sole discretion. Failure by any Holder or beneficial owner of DIFL Notes to be so notified will not affect the extension of a Consent Solicitation.

If a Consent Solicitation is amended or modified in a manner determined by the Company to constitute a material change to the Holders, the Company will promptly disclose such amendment or modification in a manner deemed appropriate and may, if appropriate, extend such Consent Solicitation for a period deemed by it to be adequate to permit the Holders to deliver and/or revoke their consents.

Notwithstanding anything to the contrary set forth in this Consent Solicitation Statement, the Company expressly reserves the right, in its sole discretion and regardless of whether any of the conditions described above under “—Conditions to the Consent Solicitations” have been satisfied, subject to applicable law, at any time prior to the applicable Effective Time, to (i) terminate such Consent Solicitation for any reason, (ii) waive any of the conditions to such Consent Solicitation, (iii) extend the Expiration Date with respect to such Consent Solicitation, or (iv) amend the terms of such Consent Solicitation.

PROCEDURES FOR DELIVERING CONSENTS

The delivery of consents pursuant to each Consent Solicitation in accordance with the procedures described below will constitute a valid delivery of consents to the Waiver and, in the case of the DIFL Secured Notes and the DIFL Unsecured Notes, the Proposed Amendments. Any consent delivered and subsequently validly revoked will be deemed not to have been validly delivered.

All of the DIFL 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 deliver consents with respect to their DIFL Notes. Therefore, to deliver consents with respect to the DIFL Notes that are held through a broker, dealer, commercial bank, trust company or other nominee, the beneficial owner thereof must instruct such nominee to deliver the consents on the beneficial owner's behalf according to the procedures described below.

It is anticipated that the Consent Solicitations will be eligible for DTC's ATOP. Accordingly, DTC Participants may electronically deliver a consent by causing DTC to transfer their DIFL Notes to the Information and Tabulation Agent in accordance with DTC's ATOP procedures for such a transfer. By making such transfer and delivery of consent, DTC Participants will be deemed to have delivered a consent with respect to any DIFL Notes so transferred. DTC will verify the transfer and the electronic delivery of such consent and then send an Agent's Message (as defined below) to the Information and Tabulation Agent.

The term "Agent's Message" means a message transmitted by DTC, received by the Information and Tabulation Agent and forming part of the Book-Entry Confirmation (as defined below), which states that DTC has received an express acknowledgment from the DTC Participant delivering consents which are the subject of such Book-Entry Confirmation that such DTC Participant (i) has received and agrees to be bound by the terms of a Consent Solicitation as set forth in this Consent Solicitation Statement and that the Company may enforce such agreement against such DTC Participant, and (ii) consents to the effectiveness of the Waiver and, in the case of the DIFL Secured Notes and the DIFL Unsecured Notes, the adoption of the Proposed Amendments and the execution and delivery of the applicable Supplemental Indenture as described in this Consent Solicitation Statement.

The Information and Tabulation Agent will seek to establish an account with respect to each series of DIFL Notes at DTC (the "Book Entry Transfer Facility") promptly after the date of this Consent Solicitation Statement, and any financial institution that is a participant in the Book-Entry Transfer Facility system and whose name appears on a security position listing as the owner of a series of DIFL Notes may make book-entry delivery of such series of DIFL Notes into the Information and Tabulation Agent's account in accordance with the Book-Entry Transfer Facility's procedures for such transfer. The confirmation of a book-entry transfer of DIFL Notes into the Information and Tabulation Agent's account at the Book-Entry Transfer Facility as described above is referred to herein as a "Book-Entry Confirmation."

The DIFL Notes for which a consent has been delivered through ATOP as part of a Consent Solicitation prior to the Expiration Date will be electronically submitted to the Information and Tabulation Agent and will remain with the Information and Tabulation Agent during the period beginning at the time the DTC Participant electronically delivers a consent and ending after the earlier of (i) the applicable Expiration Date, (ii) the date on which the DTC Participant revokes its consent and (iii) the date on which the applicable Consent Solicitation is terminated. During the period that DIFL Notes are held with the Information and Tabulation Agent, such DIFL Notes will not be freely transferable to third parties and will be temporarily blocked from trading. The Information and Tabulation Agent will instruct DTC to release the positions no later than three business days after the applicable Expiration Date. See "Certain Significant Considerations—DIFL Notes for which consents are delivered will be temporarily blocked from trading until after the earliest of the applicable Expiration Date, the date on which Holders revoke such consents and the date on which the applicable Consent Solicitation is terminated."

CONSENTS MUST BE ELECTRONICALLY DELIVERED IN ACCORDANCE WITH DTC'S ATOP PROCEDURES.

A beneficial owner of DIFL Notes held through a broker, dealer, commercial bank, custodian or DTC participant must provide appropriate instructions to such person in order to cause a delivery of consent through ATOP, with respect to such DIFL Notes.

Holders desiring to deliver their consents prior to the Expiration Date should note that they must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such respective date. Consents not delivered prior to the applicable Expiration Date will be disregarded and of no effect.

The method of delivery of consent through the ATOP procedures is at the election and risk of the Holder, and, delivery will be deemed made only when made through ATOP in accordance with the procedures described herein.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of consents and revocations of consents will be resolved by the Company, in its sole discretion and whose determinations will be binding. The Company reserves the absolute right to reject any or all consents and revocations that are not in proper form or the acceptance of which could, in the opinion of the Company's counsel, be unlawful. The Company also reserves the right to waive any irregularities in connection with deliveries, which the Company may require to be cured within such time as the Company determines. None of the Company, the trustee, the Information and Tabulation Agent or any other person shall have any duty to give notification of any such irregularities or waiver, nor shall any of them incur any liability for failure to give such notification. Deliveries of consents or notices of revocation will not be deemed to have been made until such irregularities have been cured or waived. The Company's interpretation of the terms and conditions of the Consent Solicitations (including this Consent Solicitation Statement and the instructions hereto) will be final and binding on all parties.

No Letter of Transmittal or Consent Form

No consent form or letter of transmittal needs to be executed in relation to the Consent Solicitations or the consents delivered through DTC's ATOP procedures. The valid electronic delivery of consents through the temporary transfer and surrender of a series of DIFL Notes in accordance with DTC's ATOP procedures shall constitute a written consent to the Waiver and, in the case of the DIFL Secured Notes and the DIFL Unsecured Notes, the Proposed Amendments.

REVOCATION OF CONSENTS

A properly delivered consent received on or prior to the applicable Expiration Date will be given effect in accordance with its terms unless properly revoked at or prior to the applicable Effective Time. Consents may not be revoked after the applicable Effective Time.

Prior to the applicable Effective Time, any Holder may revoke any consent given as to its DIFL Notes or any portion of such DIFL Notes (in integral multiples of \$1,000). Holders who wish to exercise their right of revocation with respect to a consent must give a properly transmitted "Requested Message" through ATOP. Validly revoked consents may be redelivered by following the procedures described elsewhere in this Consent Solicitation Statement at any time prior to the Expiration Date. **Under no circumstances may consents be revoked after the Effective Time.**

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain U.S. federal income tax considerations relating to the Consent Solicitations and the Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes and the Waiver with respect to each series of DIFL Notes to U.S. Holders (as defined below) but does not purport to be a complete analysis of all potential U.S. federal income tax considerations. This summary is based on the provisions of the United States Internal Revenue Code of 1986, as amended (the “Code”), the Treasury regulations promulgated thereunder, judicial authority, published administrative positions of the U.S. Internal Revenue Service (the “IRS”) and other applicable authorities, all as in effect as of the date of this document, and all of which are subject to change.

Changes in such rules or new interpretations thereof may have retroactive effect and could significantly affect the United States federal income tax considerations discussed below. We have not obtained, nor do we intend to obtain, a ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will not challenge any of the conclusions or that a court would not sustain any challenge by the IRS set forth herein.

This summary assumes that beneficial owners hold DIFL Notes as “capital assets” within the meaning of section 1221 of the Code (generally, property held for investment). This summary is general in nature and does not purport to deal with all aspects of U.S. federal income taxation or other tax considerations that might be relevant to particular U.S. Holders in light of their personal investment circumstances or status, nor does it address tax considerations applicable to investors that may be subject to special tax rules, such as banks or other financial institutions, individual retirement and other tax-deferred accounts, tax-exempt entities, partnerships or other pass-through entities for United States federal income tax purposes or investors in such entities, insurance companies, regulated investment companies, real estate investment trusts, dealers or traders in securities that use a mark-to-market method of tax accounting, or persons subject to the alternative minimum tax or special tax accounting rules under Section 451(b) of the Code. This summary also does not discuss DIFL Notes held as part of a hedge, straddle, synthetic security or other integrated transaction, or situations in which the “functional currency” of a U.S. Holder is not the U.S. dollar. Moreover, this summary also does not discuss any consequences resulting from the Medicare tax on net investment income or the effect of any applicable federal estate or gift, state, local or non-United States tax laws.

In the case of DIFL Notes held by an entity that is classified as a partnership for U.S. federal income tax purposes, the tax treatment of the DIFL Notes to a partner in the partnership generally will depend upon the tax status of the partner and the activities of the partner and the partnership. If you are a partnership or a partner in a partnership holding DIFL Notes, then you should consult your own tax advisors regarding the tax consequences relating to the Consent Solicitations and the Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes and the Waiver with respect to each series of DIFL Notes.

U.S. Holders should consult their own tax advisors with respect to the application of the U.S. federal income tax laws to the Consent Solicitations and the Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes and the Waiver with respect to each series of DIFL Notes in light of their particular situations, as well as any tax consequences arising under other U.S. federal tax laws or the laws of any state, local or non-United States taxing jurisdiction or under any applicable tax treaty.

U.S. Holders

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of a DIFL Note that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia; or

- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

Modification of the DIFL Notes

The U.S. federal income tax consequences to a U.S. Holder of the Proposed Amendments and/or the Waiver will depend upon whether the Proposed Amendments and/or the Waiver results in a “significant modification” of the applicable series of DIFL Notes, and thus a deemed exchange of the DIFL Notes for “new” notes for U.S. federal income tax purposes. Under applicable Treasury regulations, the modification of a debt instrument generally is a significant modification if, based on the facts and circumstances and taking into account all modifications (other than certain modification that are subject to special rules) of the debt instrument collectively, the legal rights or obligations that are altered and the degree to which they are altered are “economically significant.” The applicable Treasury regulations provide specific rules for determining whether certain types of modifications are significant, which include a rule that the addition, deletion or alteration of “customary accounting or financial covenants” is not a significant modification.

Although the issue is not free from doubt, the Company intends to take the position that the adoption of the Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes and the Waiver with respect to each series of DIFL Notes will not cause a significant modification to the terms of any series of DIFL Notes for U.S. federal income tax purposes and thus will not result in a deemed exchange of any series of DIFL Notes. Assuming this treatment is respected, (i) a U.S. Holder should not recognize any gain or loss as a result of the Consent Solicitation or adoption of the Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes and the Waiver with respect to each series of DIFL Notes, regardless of whether the U.S. Holder is a Consenting Holder, and (ii) a U.S. Holder should have the same adjusted tax basis, holding period and accrued market discount (if any) in such DIFL Notes after the applicable Consent Solicitation and adoption of the Proposed Amendments with respect to the DIFL Secured Notes and the DIFL Unsecured Notes and the Waiver with respect to each series of DIFL Notes that such U.S. Holder had in such DIFL Notes immediately prior thereto.

If, contrary to our assumption, the adoption of the Proposed Amendments and Waiver with respect to the DIFL Secured Notes and the DIFL Unsecured Notes or the adoption of the Waiver with respect to the DIFL Subordinated Notes were to be considered a significant modification and result in a deemed exchange, a U.S. Holder could be required to recognize gain or (subject to the application of the wash sale rules of Section 1091 of the Code) loss on the deemed exchange, subject to the possibility of treating the Proposed Amendments and/or the Waiver as a tax free “recapitalization” of the applicable series of DIFL Notes. If the adoption of the Proposed Amendments and Waiver with respect to the DIFL Secured Notes and the DIFL Unsecured Notes or the adoption of the Waiver with respect to the DIFL Subordinated Notes results in a deemed exchange of the applicable series of DIFL Notes that does not constitute a “recapitalization” for U.S. federal income tax purposes, a U.S. Holder would recognize gain or loss on such deemed exchange equal to the difference, if any, between (a) the “issue price” (as defined in the relevant Treasury regulations) of the “new” notes deemed received by the U.S. Holder (other than any amount allocable to accrued but unpaid interest, which would be treated as such) and (b) the U.S. Holder’s adjusted tax basis in the “old” notes deemed exchanged. Any gain or loss recognized by a U.S. Holder would be capital gain or loss, except to the extent that gain is treated as ordinary income under the “market discount” rules. The deductibility of capital losses is subject to limitations. If the adoption of the Proposed Amendments and Waiver with respect to the DIFL Secured Notes and the DIFL Unsecured Notes or the adoption of the Waiver with respect to the DIFL Subordinated Notes results in a deemed exchange of an applicable series of DIFL Notes that constitutes a “recapitalization” for U.S. federal income tax purposes, a U.S. Holder would generally not recognize any gain or loss as a result of such deemed exchange. U.S. Holders should consult their own tax advisors as to the specific tax consequences to them of such a deemed exchange.

INFORMATION AND TABULATION AGENT

The Company has retained Epiq Corporate Restructuring, LLC to act as the Information and Tabulation Agent with respect to the Consent Solicitations. For the services of the Information and Tabulation Agent, the Company has agreed to pay reasonable and customary fees and to reimburse the Information and Tabulation Agent for its reasonable out-of-pocket expenses in connection with such services.

Requests for additional copies of this Consent Solicitation Statement and other related documents should be directed to the Information and Tabulation Agent at its address and telephone number set forth on the back cover page hereof. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Consent Solicitations.

FEES AND EXPENSES

The Company will bear the costs of the Consent Solicitations. The Company will reimburse the trustee for the reasonable and customary expenses that the trustee incurs in connection with the Consent Solicitations. The Company will also reimburse banks, trust companies, securities dealers, nominees, custodians and fiduciaries for their reasonable and customary expenses in forwarding this Consent Solicitation Statement and other materials to beneficial owners of the DIFL Notes.

MISCELLANEOUS

No Consent Solicitation is being made to, and consents will not be accepted from or on behalf of, Holders in any jurisdiction in which the making of the Consent Solicitations or the acceptance thereof would not be in compliance with the laws of such jurisdiction. However, the Company may in its discretion take such action as it may deem necessary to make the Consent Solicitations in any such jurisdiction and to extend the Consent Solicitations to Holders in such jurisdiction. In any jurisdiction in which the securities laws or blue sky laws require the Consent Solicitations to be made by a licensed broker or dealer, the Consent Solicitations will be deemed to be made on behalf of the Company by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

* * *

Questions concerning the terms of the Consent Solicitations or requests for additional copies of this Consent Solicitation Statement or other related documents should be directed to the Information and Tabulation Agent at its address and telephone number set forth below. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Consent Solicitations.

*The Information and Tabulation Agent for the
Consent Solicitations is:*

Epiq Corporate Restructuring, LLC
By Mail, Hand or Overnight Delivery:
777 Third Avenue, 12th Floor
New York, New York 10017
Attention: Solicitation Group
Telephone: (646) 362-6336

Email: tabulation@epiqglobal.com, with reference to
“Digicel” in the subject line.

The trustee under the Indentures is:

Deutsche Bank Trust Company Americas
1 Columbus Circle, 17th Floor
Mail Stop: NYC01-1710
New York, New York 10019
Facsimile: (732) 578-4635