

Digicel

CUSIP Nos.	ISIN Nos.	Outstanding Principal Amount ⁽¹⁾	Title of Security
25380QAH2 (144A) / G27649AG0 (Reg S)	US25380QAH20 (144A) / USG27649AG04 (Reg S)	\$925,000,000	6.750% Senior Notes due 2023 issued by Digicel Limited (the “Existing DL Notes”)

(1) As of the date of the Solicitation Statement.

EXISTING DL NOTES ELECTION FORM

This election form relating to the Existing DL Notes (the “DL Notes Election Form”) is subject to the conditions set forth in the solicitation statement to which this DL Notes Election Form is attached (as it may be amended or supplemented from time to time, the “Solicitation Statement”). Capitalized terms used and not defined herein shall have the meanings given to them in the Solicitation Statement.

As described in the Solicitation Statement, each holder that delivers its Existing DL Notes in accordance with the required election procedures described in this DL Notes Election Form for making one of the elections described below (each, an “Election”) and arranging for the timely delivery of its Proxy through the submission of the Nominee Instruction Form (as defined below) to the Information and Tabulation Agent will be eligible to (a) receive the Commitment Payment in the DL Scheme and (b) if such holder makes the Subscription Election by electing Option 1, Option 2, Option 3 or Option 4 below, participate in the subscription for its Pro Rata Portion of the Exit Preferred Shares Offering Amount and the Subscription DHL Common Shares in the DL Scheme, subject to the required payment of the Subscription Price and submission of the New Money Qualifying Letter attached as Exhibit C hereto.

Holders of Existing DL Notes may elect one of the six options below; *provided, however*, that only holders who are able to (i) make one of the certifications contained in the New Money Qualifying Letter and (ii) complete and return such letter in accordance with the instructions therein may elect Option 1 through Option 4:

- (i). Option 1: make the combined (a) Commitment Payment Election to receive Voting DHL Common Shares in respect of the Commitment Payment and the Scheme Consideration and (b) Subscription Election to subscribe for Voting Exit Preferred Shares and Voting DHL Common Shares;
- (ii). Option 2: make the combined (a) Commitment Payment Election to receive Non-Voting DHL Common Shares in respect of the Commitment Payment and the Scheme Consideration and (b) Subscription Election to subscribe for Voting Exit Preferred Shares and Non-Voting DHL Common Shares;
- (iii). Option 3: make the combined (a) Commitment Payment Election to receive Voting DHL Common Shares in respect of the Commitment Payment and the Scheme Consideration and (b) Subscription Election to subscribe for Non-Voting Exit Preferred Shares and Voting DHL Common Shares;

- (iv). Option 4: make the combined (a) Commitment Payment Election to receive Non-Voting DHL Common Shares in respect of the Commitment Payment and the Scheme Consideration *and* (b) Subscription Election to subscribe for Non-Voting Exit Preferred Shares and Non-Voting DHL Common Shares;
- (v). Option 5: make the Commitment Payment Election to receive Voting DHL Common Shares in respect of the Commitment Payment and the Scheme Consideration; or
- (vi). Option 6: make the Commitment Payment Election to receive Non-Voting DHL Common Shares in respect of the Commitment Payment and the Scheme Consideration.

Holders that make the Commitment Payment Election and, if applicable, the Subscription Election will be entitled to the following in the DL Scheme:

<u>Existing DL Notes</u>			
CUSIP Nos. ISIN Nos.	Commitment Payment for each \$1,000 principal amount of Existing DL Notes	Scheme Consideration	Subscription Terms (only if the holder makes the Subscription Election by electing Option 1, Option 2, Option 3 or Option 4)
25380QAH2 (144A) / G27649AG0 (Reg S)	<u>Option 1</u> : 0.0000025% of Voting DHL Common Shares	<u>Option 1</u> : its pro rata share of (i) 48.78% of DHL Common Shares, subject to dilution by the Existing DL Notes Commitment Payment, and (ii) 78.90% of the Rights Offering Equity Adjustment, each in the form of Voting DHL Common Shares, as further described in the Solicitation Statement	<u>Option 1 or Option 2</u> : A New Money Participant that is not a Defaulting Holder will receive (a) Voting Exit Preferred Shares equal to such holder's Pro Rata Portion of the Exit Preferred Shares Offering Amount; and (b) DHL Common Shares equal to such holder's Pro Rata Portion of the Subscription DHL Common Shares, split between Voting DHL Common Shares and Non-Voting DHL Common Shares based on the Existing DL Notes electing Option 1 and Option 2, respectively.
US25380QAH20 (144A) / USG27649AG04 (Reg S)	<u>Option 2</u> : 0.0000025% of Non-Voting DHL Common Shares	<u>Option 2</u> : its pro rata share of (i) 48.78% of DHL Common Shares, subject to dilution by the Existing DL Notes Commitment Payment, and (ii) 78.90% of the Rights Offering Equity Adjustment, each in the form of Non- Voting DHL Common Shares, as further described in the Solicitation Statement	<u>Option 3 or Option 4</u> : A New Money Participant that is not a Defaulting Holder will receive (a) Non-Voting Exit Preferred Shares equal to such holder's Pro Rata Portion of the Exit Preferred Shares Offering Amount; and (b) DHL Common Shares equal to such holder's Pro Rata Portion of the Subscription DHL Common Shares, split between Voting DHL Common Shares and Non-Voting
	<u>Option 3</u> : 0.0000025% of Voting DHL Common Shares	<u>Option 3</u> : its pro rata share of (i) 48.78% of DHL Common Shares, subject to dilution by the Existing DL Notes Commitment Payment, and (ii) 78.90% of the Rights Offering Equity Adjustment, each in the form of Voting DHL Common Shares, as further described in the Solicitation Statement	

<u>Option 4:</u> 0.0000025% of Non-Voting DHL Common Shares	<u>Option 4:</u> its pro rata share of (i) 48.78% of DHL Common Shares, subject to dilution by the Existing DL Notes Commitment Payment, and (ii) 78.90% of the Rights Offering Equity Adjustment, each in the form of Non-Voting DHL Common Shares, as further described in the Solicitation Statement	DHL Common Shares based on the Existing DL Notes electing Option 3 and Option 4, respectively.
<u>TO MAKE A VALID ELECTION INTO OPTION 1 THROUGH OPTION 4, A <u>NEW MONEY QUALIFYING LETTER</u> MUST BE COMPLETED AND RETURNED AS DIRECTED IN <u>EXHIBIT C</u> HERETO.</u>		
<u>Option 5:</u> 0.0000025% of Voting DHL Common Shares	<u>Option 5:</u> its pro rata share of (i) 48.78% of DHL Common Shares, subject to dilution by the Existing DL Notes Commitment Payment, and (ii) 78.90% of the Rights Offering Equity Adjustment, each in the form of Voting DHL Common Shares, as further described in the Solicitation Statement	<u>Option 5:</u> No Subscription Election
<u>Option 6:</u> 0.0000025% of Non-Voting DHL Common Shares	<u>Option 6:</u> its pro rata share of (i) 48.78% of DHL Common Shares, subject to dilution by the Existing DL Notes Commitment Payment, and (ii) 78.90% of the Rights Offering Equity Adjustment, each in the form of Non-Voting DHL Common Shares,	<u>Option 6:</u> No Subscription Election

as further described in the
Solicitation Statement

To make an Election, the holder must cause its commercial bank, bank, broker, dealer, trust company or other nominee holding its Existing DL Notes (the “DTC Participant”) to deliver the Existing DL Notes via ATOP by 5:00 p.m., New York City Time, on September 11, 2023 (the “Commitment Payment Election Deadline”), and the DTC Participant that delivered the Existing DL Notes via ATOP must deliver the completed Nominee Instruction Form attached as **Exhibit A** hereto (the “Nominee Instruction Form”) to the Information and Tabulation Agent by 5:00 p.m., New York City Time, on the business day following the Commitment Payment Election Deadline. In addition, holders making the Subscription Election by electing Option 1, Option 2, Option 3 or Option 4 must deliver the completed New Money Qualifying Letter attached as **Exhibit C** hereto (the “New Money Qualifying Letter”) to the Information and Tabulation Agent. *Holders who do not submit the New Money Qualifying Letter will automatically be deemed to have elected Option 5, with respect to any election of Option 1 or Option 3, or deemed to have elected Option 6, with respect to any election of Option 2 or Option 4, with respect to all of their tendered Existing DL Notes.*

Please note that the DHL Common Shares and the Exit Preferred Shares will not be eligible for distribution through DTC and will instead be issued in book-entry form on the share register of DHL. In order to receive the DHL Common Shares and the Exit Preferred Shares in the DL Scheme, each holder of Existing DL Notes must complete and submit an Equity Registration Form attached as **Exhibit B** hereto, as further described in the Solicitation Statement under “Book Entry, Delivery and Form—The New Shares.” Holders may complete the Equity Registration Form online or obtain a PDF copy by following the link at <https://epiqworkflow.com/cases/DLRegister>.

In addition, any holder of Existing DL Notes making the combined Commitment Payment Election and Subscription Election by electing Option 1, Option 2, Option 3 or Option 4 (such holders, the “New Money Participants”) must deliver to the Information and Tabulation Agent by the Funding Deadline cash via wire transfer of immediately available funds in an amount equal to the Subscription Price with respect to such New Money Participant’s Pro Rata Portion of the Exit Preferred Shares Offering Amount and the Subscription DHL Common Shares, which Subscription Price shall be equal to such New Money Participant’s Pro Rata Portion *multiplied by* the Exit Preferred Shares Offering Amount. “Pro Rata Portion” means, for any New Money Participant, (x) the aggregate principal amount of Existing DL Notes delivered by such New Money Participant via ATOP and for which such New Money Participant has elected Option 1, Option 2, Option 3 or Option 4 *divided by* (y) \$1,175,002,707. For the avoidance of doubt, holders that make the Subscription Election are subscribing for their Pro Rata Portion of both the Exit Preferred Shares Offering Amount and the Subscription DHL Common Shares.

On the Funding Notice Date, the Information and Tabulation Agent will deliver to the DTC Participant of each New Money Participant the Funding Notice stating the Funding Deadline, the Exit Preferred Shares Offering Amount, the Subscription Price per \$1,000 principal amount of Existing DL Notes and the wire instruction details for the Subscription Price. Each New Money Participant is responsible for ensuring that it or its commercial bank, broker, dealer, trust company or other nominee that wires the Subscription Price to the Information and Tabulation Agent includes the relevant Voluntary Offer Instruction (“VOI”) number (or Euroclear or Clearstream reference number) related to the ATOP delivery of such holder’s Existing DL Notes in a memo field in such wire so that the Information and Tabulation Agent may identify the holder submitting payment. New Money Participants that fail to deliver all or a portion of the applicable Subscription Price to the Information and Tabulation Agent by the Funding Deadline (such holder, a “Defaulting Holder”) will not receive any Exit Preferred Shares or Subscription DHL Common Shares in the DL Scheme. Partial payment of the Subscription Price will be treated as non-payment, and such partial payment will be returned to the holder.

As described in the Solicitation Statement, holders may vote for or against the DL Scheme without making an Election by completing and submitting the form of ballot for the DL Scheme that will be included at the time that the explanatory statement for the DL Scheme is distributed prior to the Voting Deadline and arranging with their nominee to block such Existing DL Notes from trading until the Voting Deadline. Holders that vote by Ballot will not be eligible to receive the Commitment Payment or subscribe for their Pro Rata Portion of the Exit Preferred Shares Offering Amount and the Subscription DHL Common Shares.

Holders that wish to make an Election must provide this completed DL Notes Election Form to their DTC Participant or follow other instructions required by their DTC Participant with sufficient time to allow such DTC Participant to deliver the Existing DL Notes via ATOP before the applicable Commitment Payment Election Deadline. The Commitment Payment Election Deadline is September 11 at 5:00 p.m. New York City Time, unless extended. Each DTC Participant will determine the time by which it must receive any election instruction from a holder. Once submitted into ATOP, the Existing DL Notes cannot be transferred, and once the Commitment Payment Election Deadline has occurred, may not be withdrawn except as provided below.

Starting on the Withdrawal Date (defined below) and ending on the Withdrawal Deadline (defined below) the Existing DL Notes may be withdrawn from ATOP. However, any holder that withdraws its Existing DL Notes after the Withdrawal Date will, with respect to all Existing DL Notes withdrawn by such holder, be deemed to have (i) withdrawn its Commitment Payment Election, (ii) withdrawn any Subscription Election and (iii) relinquished all rights associated any prior elections. Such holders that withdraw their Existing DL Notes from ATOP would therefore no longer be eligible to receive the Commitment Payment, any Exit Preferred Shares or any Subscription DHL Common Shares in the DL Scheme, and would receive only the applicable Scheme Consideration in the DL Scheme.

- The “Withdrawal Date” will be the start of the period during which withdrawals are permitted and will be set and announced promptly after the Scheme Meetings, which is expected to be on or about November 2, 2023 (approximately 8 weeks after the Commitment Payment Election Deadline). See “Important Times and Dates” in the Solicitation Statement. Announcement of the Withdrawal Date will be made to DTC and on the Scheme website promptly after the Scheme Meetings.
- The “Withdrawal Deadline” will be the end of the period during which withdrawals are permitted, and will be approximately 20 business days prior to the anticipated Closing Date. The Withdrawal Deadline will be set and announced approximately 25 days prior to the anticipated Closing Date. Announcement of the Withdrawal Deadline will be made to DTC and on the Scheme website.

By returning this DL Notes Election Form to your DTC Participant or otherwise following that DTC Participant’s instructions for making an Election, you are requesting the DTC Participant to (i) deliver your Existing DL Notes via ATOP, (ii) make the appropriate Election with respect to such Existing DL Notes delivered via ATOP and (iii) automatically submit the Nominee Instruction Form to the Information and Tabulation Agent. Please allow sufficient time for your DTC Participant to act prior to the Commitment Payment Election Deadline.

CUSIP/ISIN for Existing DL Notes	Principal Amount Making the Option 1 Election*	Principal Amount Making the Option 2 Election*	Principal Amount Making the Option 3 Election*	Principal Amount Making the Option 4 Election*	Principal Amount Making the Option 5 Election*	Principal Amount Making the Option 6 Election*
25380QAH2 / US25380QAH20						
G27649AG0 / USG27649AG04						

Existing DL Notes Election:

- Option 1: Combined (a) Commitment Payment Election to Receive Voting DHL Common Shares in respect of the Commitment Payment and the Scheme Consideration and (b) Subscription Election to Subscribe for Voting Exit Preferred Shares and Voting DHL Common Shares – *Existing DL Notes must be delivered through ATOP by the Commitment Payment Election Deadline AND the Subscription Price must be wired to the Information and Tabulation Agent by the Funding Deadline, which will be announced at a later date in the Funding Notice.*
- Option 2: Combined (a) Commitment Payment Election to Receive Non-Voting DHL Common Shares in respect of the Commitment Payment and the Scheme Consideration and (b) Subscription Election to Subscribe for Voting Exit Preferred Shares and Non-Voting DHL Common Shares – *Existing DL Notes must be delivered through ATOP by the Commitment Payment Election Deadline AND the Subscription Price must be wired to the Information and Tabulation Agent by the Funding Deadline, which will be announced at a later date in the Funding Notice.*
- Option 3: Combined (a) Commitment Payment Election to Receive Voting DHL Common Shares in respect of the Commitment Payment and the Scheme Consideration and (b) Subscription Election to Subscribe for Non-Voting Exit Preferred Shares and Voting DHL Common Shares – *Existing DL Notes must be delivered through ATOP by the Commitment Payment Election Deadline AND the Subscription Price must be wired to the Information and Tabulation Agent by the Funding Deadline, which will be announced at a later date in the Funding Notice.*
- Option 4: Combined (a) Commitment Payment Election to Receive Non-Voting DHL Common Shares in respect of the Commitment Payment and the Scheme Consideration and (b) Subscription Election to Subscribe for Non-Voting Exit Preferred Shares and Non-Voting DHL Common Shares – *Existing DL Notes must be delivered through ATOP by the Commitment Payment Election Deadline AND the Subscription Price must be wired to the Information and Tabulation Agent by the Funding Deadline, which will be announced at a later date in the Funding Notice.*
- Option 5: Commitment Payment Election to Receive Voting DHL Common Shares in respect of the Commitment Payment and the Scheme Consideration – *Existing DL Notes must be delivered through ATOP by the Commitment Payment Election Deadline.*
- Option 6: Commitment Payment Election to Receive Non-Voting DHL Common Shares in respect of the Commitment Payment and the Scheme Consideration – *Existing DL Notes must be delivered through ATOP by the Commitment Payment Election Deadline.*

*The Existing DL Notes Elections must be made with respect to all Existing DL Notes held by you, but you may allocate your Existing DL Notes among any of the six options. Submissions may only be made in the minimum denomination of \$200,000 and integral multiples of \$1,000 in excess thereof.

Date: _____

Holder: _____

Authorized Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

Exhibit A

AGENT/ ATTORNEY-IN-FACT AND PROXY NOMINEE INSTRUCTION FORM

Must be completed and submitted by the DTC Participant by 5:00 p.m. New York City Time on the business day following the Commitment Payment Election Deadline.

As detailed in the Solicitation Statement dated August 21, 2023 (as the same may be amended or supplemented, the “Solicitation Statement”) and the DL Notes Election Form, by making the Commitment Payment Election and delivering their Existing DL Notes via ATOP, holders of such Existing DL Notes automatically and unconditionally deliver instructions for Epiq Corporate Restructuring, LLC (or its designee or affiliate) (the “Information and Tabulation Agent”), effective immediately, to act as their true and lawful agent, attorney-in-fact and proxy with respect to such Existing DL Notes indicated below solely for the purpose of taking all steps necessary, including executing all documents necessary, as may be required by applicable law, (a) to cause such Existing DL 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 of such delivered Existing DL Notes) of the Scheme with respect to such Existing DL Notes (the “Proxy”); *provided, however,* that any such Proxy granted by a holder of Existing Notes that is a party to the RSA (as defined in the Solicitation Statement) shall automatically be deemed to be revoked upon the termination of the RSA. As required by the Solicitation Statement, such Proxy must be automatically delivered to the Information and Tabulation Agent by the commercial bank, broker, dealer, trust company or other nominee of the holders using this Nominee Instruction Form. For the avoidance of doubt, in connection with a delivery of Existing DL Notes via ATOP by a holder, the submission of the ATOP instruction without the submission by such holder’s commercial bank, broker, dealer, trust company or other nominee of the corresponding Nominee Instruction Form shall not be sufficient to grant the Proxy. In order for a delivery of Existing DL Notes via ATOP to be valid, a corresponding Nominee Instruction Form must be submitted.

Accordingly, Proxies (as defined above and in the Solicitation Statement) are hereby relayed to the Information and Tabulation Agent, as Attorney-in-Fact, with respect to the following Voluntary Offer Instruction (“VOI”) Number(s), *provided, however*, that any such Proxy shall automatically be deemed to be revoked in the event the corresponding delivery of Existing DL Notes via ATOP is validly withdrawn:

(You may also attach a schedule of VOI Numbers, in which case please write "See Attached Schedule" above and specify the number of pages that are attached.)

This Nominee Instruction Form must be emailed to the Information and Tabulation Agent at the email address set forth below by 5:00 p.m., New York City Time on the business day following the Commitment Payment Election Deadline:

Email to: Tabulation@epiqglobal.com (with a reference to “Digicel Nominee Instruction Form” in the subject line).

DTC Participant Name: _____ DTC Participant Number: _____

Contact Name: _____ Telephone: _____

Contact Email Address: _____

Exhibit B

EQUITY REGISTRATION FORM

For use by holders in respect of
6.750% Senior Notes due 2023 (the “Existing DL Notes”)
issued by
DIGICEL LIMITED

ISIN: US25380QAH20 (144A) / USG27649AG04 (Reg S)
CUSIP: 25380QAH2 (144A) / G27649AG0 (Reg S)

As set forth in the solicitation statement for schemes of arrangement (as amended from time to time, the “Solicitation Statement”) dated as of August 21, 2023 to which this Equity Registration Form (the “Form”) relates, we are soliciting proxies from holders of the Existing DL Notes to unconditionally deliver instructions for the Information and Tabulation Agent, effective immediately, to act as their true and lawful agent, attorney-in-fact and proxy with respect to such Existing DL Notes solely for the purpose of taking all steps necessary, including executing all documentation necessary, as may be required by applicable law, (a) to cause such Existing DL 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 the Existing DL Notes) of the DL Scheme (the “Proxy”); *provided, however*, that any such Proxy granted by a holder of Existing DL Notes that is a party to the RSA (as defined in the Solicitation Statement) shall automatically be deemed to be revoked upon the termination of the RSA. In addition, pursuant to the DL Scheme, DHL is offering holders the opportunity to subscribe for DHL Common Shares and convertible preferred shares (the “Exit Preferred Shares” and together with DHL Common Shares, the “New Securities”), each to be issued by DHL.

Capitalized terms used but not defined herein shall have the meanings given to them in the Solicitation Statement.

If the DL Scheme becomes effective in accordance with its terms, all Existing DL Notes will be exchanged for DHL Common Shares, which will be issued in registered form promptly after all conditions to the distribution of consideration under the DL Scheme are satisfied.

Holders of the Existing DL Notes are required to complete Part 1 of this Form in order to receive their New Securities in the Scheme. In addition, a holder that, together with its affiliates and controlling persons, will own 10% of the voting rights attaching to the or more of the outstanding New Securities after consummation of the Tender Offer or the Scheme, as applicable, must satisfy the Beneficial Ownership Condition (as defined below) in order to receive its New Securities.

This is **NOT** a letter of transmittal. Holders should submit their Proxy in respect of the Existing DL Notes following the procedures described in the Solicitation Statement and the DL Notes Election Form.

HOLDERS ENTITLED TO THE NEW SECURITIES PURSUANT TO THE DL SCHEME WHO DO NOT SUBMIT A VALID FORM WILL NOT RECEIVE THE NEW SECURITIES TO WHICH THEY ARE ENTITLED.

Until a valid Form is received, a holder's New Securities will be held in the Holding Trust by a Holding Trustee. This Holding Trust will terminate 18 months after the effective date of the DL Scheme (subject to any extension of the Holding Trust at the sole discretion of DHL). Upon termination of the Holding Trust, a holder that has not yet submitted a valid Form (or has not submitted an alternative notification deemed to be acceptable in the sole discretion of DHL) will no longer be entitled to any New Securities, and such securities will revert to DHL. Holders should therefore complete and submit this Form online as soon as practicable in accordance with the directions below.¹

SPECIAL NOTICE TO THOSE HOLDERS WHO WILL HOLD 10% OR MORE OF THE VOTING RIGHTS ATTACHING TO THE NEW SECURITIES

Under Bermuda law, a holder who (together with its affiliates and controlling persons) would, assuming the consummation of the Reorganization Transactions, own or control 10% or more of the voting rights attaching to the New Securities is required to provide "know-your-customer"/customer due diligence information to satisfy the anti-money-laundering obligations imposed by the Bermuda Governmental Authorities ("KYC Requirements"). This is referred to as the "Beneficial Ownership Condition" and is satisfied by the holder providing the necessary information to Conyers Corporate Services (Bermuda) Limited.

The anticipated share capital of DHL upon closing of the Reorganization Transactions is expected to be allocated between 42.4 million DHL Common Shares with 69.75% of the voting rights and 1.2 million Exit Preferred Shares with 30.25% of the voting rights on an as-converted basis, assuming all shares of DHL Common Shares and Exit Preferred Shares are comprised of Voting DHL Common Shares and Exit Preferred Shares, respectively.

Holders who are subject to the Beneficial Ownership Condition should refer to Part 2 of this Form, which summarizes the materials that will need to be submitted in respect of the entity that is nominated as their registered holder of the New Securities in Part 1 of this Form. It should be noted that KYC Requirements may vary depending upon a particular holding structure and that the submission of the materials indicated in Part 2 of this Form may not automatically lead to the satisfaction of the Beneficial Ownership Condition. Conyers Corporate (Services) Limited reserves the right to require additional information that in its discretion is necessary to satisfy the Beneficial Ownership Condition. DHL's counsel will assist any holder subject to the Beneficial Ownership Condition in satisfying the Beneficial Ownership Condition. Such holders should separately submit their KYC Requirements as soon as practicable to digicel.equity@conyers.com with a copy of the completed Form.

¹ Only electronic submission will be accepted.

PART 1

DETAIL OF HOLDINGS

Existing DL Notes

Name of Holder: _____

Principal value of Existing DL Notes Held: \$ _____

ATOP VOI Number(s):² _____

REGISTERED HOLDER FOR DHL COMMON SHARES

Name of Registered Holder: _____

Address of Registered Holder: _____

Contact Email for Service of Notices: _____

² Holders who are participating in the ATOP Election process should request the VOI Number(s) from the bank or brokerage firm that tendered their Notes. Holders who are not participating in the ATOP Election process must wait until the Scheme has become effective in order to complete their Form.

REGISTERED HOLDER FOR EXIT PREFERRED SHARES (ONLY APPLICABLE IF THE HOLDER MADE THE SUBSCRIPTION ELECTION)

Name of Registered Holder: _____

Address of Registered Holder: _____

Contact Email for Service of Notices: _____

Representations and Warranties: By submitting this Form, you are deemed to make the representations and warranties that follow on behalf of the holder identified above.

Directions for submitting this Form: Please submit this Form by following the link at <https://epiqworkflow.com/cases/DLRegister>. Questions regarding the submission of this Form may be directed to Tabulation@epiqglobal.com (please include “DL Registration” in the subject line).

REPRESENTATIONS AND WARRANTIES

Each holder that submits, delivers or procures the delivery of this Form represents, warrants and undertakes to each of Digicel Limited, Digicel Holdings (Bermuda) Limited, Digicel Intermediate Holdings Limited, Digicel International Finance Limited, Conyers Corporate Services (Bermuda) Limited (in its capacity as corporate secretary to DHL) and the Information and Tabulation Agent that:

1. All information provided on this Form or in connection with this Form is true, accurate and correct in all material respects.
2. it is lawful for the holder to participate in the DL Scheme and for the holder or its designated registered holder to receive the New Securities and such receipt is not prohibited under the laws or regulations of any jurisdiction applicable to the holder or its designated registered holder, and the holder or its designated registered holder's acceptance of the New Securities would not, or would not be likely to result in DL, DHL, DIHL or DIFL being required to comply with any filing, registration, disclosure or other onerous requirement in any jurisdiction where such holder or its designated registered holder is a citizen or subject to the laws of or in which the holder or its designated registered holder is domiciled or resident;
3. it is assuming all of the risks inherent participating in the DL Scheme and receiving the New Securities and has undertaken all the appropriate analysis of the implications thereof without relying on DL, DHL, DIHL, DIFL or the Information and Tabulation Agent;
4. the Existing DL Notes are held by it (directly or indirectly) or on its behalf via DTC, and that the holder will use all reasonable endeavours to ensure that such notes will continue to be so held up to and including the effective date of the DL Scheme;
5. by instructing DTC, it will be deemed to have authorized DTC to provide details concerning its identity, the Existing DL Notes which are the subject of this Form delivered on its behalf and its applicable account details to the relevant Company and the Information and Tabulation Agent and their respective legal and financial advisers at the time this Form is submitted;
6. neither the Information and Tabulation Agent, Conyers Corporate Services (Bermuda) Limited nor any of their respective affiliates, directors, officers or employees has made any recommendation to that holder, and that it has made its own decision with regard to tendering based on any legal, tax or financial advice that it has deemed necessary to seek;
7. all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings shall be binding on the successors and assigns of that holder (in the case of a corporation or institution) or the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of that holder (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of that holder; and
8. no information has been provided to it by DL, DHL, DIHL, DIFL, Conyers Corporate Services (Bermuda) Limited, the Information and Tabulation Agent or any of their respective affiliates, directors, officers, advisers or employees with regard to the tax consequences to that holder, and that it is solely liable for any taxes or similar payments imposed on it under the laws of any applicable jurisdiction as a result of receiving the New Securities in the DL Scheme and that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against DL, DHL, DIHL, DIFL, Conyers Corporate Services (Bermuda) Limited, the

Information and Tabulation Agent or any of their respective affiliates, directors, officers, advisers or employees in respect of such taxes or similar payments).

Exhibit C

NEW MONEY QUALIFYING LETTER

To the beneficial owners or duly authorized representative acting on behalf of the beneficial owners of the following securities of Digicel Limited. All references in this New Money Qualifying Letter to “Digicel Holdings (Bermuda) Limited,” the “Company,” “we,” “our,” or “us” or similar terms refer to Digicel Holdings (Bermuda) Limited.

<u>SERIES</u>	<u>CUSIP</u>	<u>ISIN</u>	<u>Aggregate Outstanding Principal Amount</u>
6.750% Senior Notes due 2023 issued by Digicel Limited (the “Existing DL Notes”)	25380QAH2 G27649AG0	US25380QAH20 USG27649AG04	\$925,000,000

In connection with the solicitation of proxies of vote in favor of a scheme of arrangement pursuant to section 99 of the Companies Act 1981 of Bermuda with respect to the Existing DL Notes, we are offering Eligible Existing DL Notes Holders (as defined herein) the opportunity to subscribe for their Pro Rata Share of the Exit Preferred Shares Offering Amount and the Subscription DHL Common Shares, each to be issued by DHL (the “Subscription Election”). **If you are a beneficial owner of the Existing DL Notes, or an authorized representative acting on behalf of such beneficial owner, that is an Eligible Existing DL Notes Holder, and wish to participate in the Subscription Election, please complete the last page of this document, the New Money Qualifying Letter, and return it to Epiq Corporate Restructuring, LLC at the address set forth in the New Money Qualifying Letter.** If you are a beneficial owner of the Existing DL Notes that is not an Eligible Existing DL Notes Holder, we request that you take no action at this time.

An “Eligible Existing DL Notes Holder” is a person who certifies that it is:

- (i) a “Qualified Institutional Buyer”; or
- (ii) a person outside of the United States who is not a “U.S. person” and is not acquiring the Exit Preferred Shares and the Subscription DHL Common Shares for the account or benefit of a U.S. person.

The definitions of “Qualified Institutional Buyer” and “U.S. person” are set forth in Annexes A and B hereto, respectively.

IF YOU DO NOT SUBMIT A VALID NEW MONEY QUALIFYING LETTER, YOU WILL NOT BE ENTITLED TO PARTICIPATE IN THE SUBSCRIPTION ELECTION THE COMPANY IS CONSIDERING UNDERTAKING WITH RESPECT TO THE EXIT PREFERRED SHARES AND THE SUBSCRIPTION DHL COMMON SHARES.

This letter is neither an offer nor a solicitation of an offer with respect to the Exit Preferred Shares and the Subscription DHL Common Shares nor does this letter create any obligation whatsoever on the part of DHL or any other person to make any offer to the recipient hereof to participate in the Subscription Election if an offer is made. If and when issued, the Exit Preferred Shares and the Subscription DHL Common Shares will not be and have not been registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”) or any state securities laws. The Exit Preferred Shares and the Subscription DHL Common Shares may not be offered or sold in the United States or to or for the benefit

of any U.S. persons absent registration except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

You may direct any questions to Epiq Corporate Restructuring, LLC (“Epiq”) via electronic mail to Tabulation@epiqglobal.com, with reference to “DL Qualifying Letter” in the subject line.

Very truly yours,

Digicel Holdings (Bermuda) Limited

ANNEX A

“Qualified Institutional Buyer” means:

- (i) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity:
 - (A) Any insurance company as defined in Section 2(a)(13) of the U.S. Securities Act of 1933, as amended (the “Securities Act”);
 - (B) Any investment company registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”) or any business development company as defined in Section 2(a)(48) of the Investment Company Act;
 - (C) Any small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958 or any Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act;
 - (D) Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;
 - (E) Any employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;
 - (F) Any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in subparagraph (1)(D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;
 - (G) Any business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the “Investment Advisers Act”);
 - (H) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership, limited liability company, or Massachusetts or similar business trust;
 - (I) Any investment adviser registered under the Investment Advisers Act; and
 - (J) Any institutional accredited investor, as defined in Rule 501(a) under the Securities Act, of a type not listed in subparagraphs (i)(A) through (I) above or paragraphs (ii) through (vi) below.
- (ii) Any dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (the “Exchange Act”), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer, *provided*, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer;
- (iii) Any dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;

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

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

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

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

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

For purposes of the foregoing definition:

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

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

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

(4) “**Riskless principal transaction**” means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a Qualified Institutional Buyer, including another dealer acting as riskless principal for a Qualified Institutional Buyer.

(5) Effective conversion premium means the amount, expressed as a percentage of the security's conversion value, by which the price at issuance of a convertible security exceeds its conversion value.

(6) Effective exercise premium means the amount, expressed as a percentage of the warrant's exercise value, by which the sum of the price at issuance and the exercise price of a warrant exceeds its exercise value.

ANNEX B

“U.S. person” means:

- (i) Any natural person resident in the United States;
- (ii) Any partnership or corporation organized or incorporated under the laws of the United States;
- (iii) Any estate of which any executor or administrator is a U.S. person;
- (iv) Any trust of which any trustee is a U.S. person;
- (v) Any agency or branch of a foreign entity located in the United States;
- (vi) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (vii) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- (viii) Any partnership or corporation if:
 - (A) Organized or incorporated under the laws of any foreign jurisdiction; and
 - (B) Formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.

The following are not “U.S. persons”:

- (i) Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
- (ii) Any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:
 - (A) An executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and
 - (B) The estate is governed by foreign law;
- (iii) Any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;
- (iv) An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
- (v) Any agency or branch of a U.S. person located outside the United States if:
 - (A) The agency or branch operates for valid business reasons; and
 - (B) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and

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

New Money Qualifying Letter

ONLY REQUIRED FOR OPTION 1 THROUGH OPTION 4

To: Digicel Holdings (Bermuda) Limited
c/o Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, NY 10017

Attention: Solicitation Group

Ladies and Gentlemen:

The undersigned acknowledges receipt from Digicel Holdings (Bermuda) Limited (“DHL” or the “Company”) of its letter dated August 21, 2023 (the “Letter”).

The undersigned hereby represents and warrants to the Company as follows:

(1) it is the beneficial owner, or is acting on behalf of a beneficial owner, of DL’s 6.750% Senior Notes due 2023 (the “Existing DL Notes”) in the amounts set forth below; and

(2) it is, or in the event that the undersigned is acting on behalf of a beneficial owner of Existing DL Notes, the undersigned has received a written certification from such beneficial owner (dated as of a specific date on or since the close of such beneficial owner’s most recent fiscal year) to the effect that such beneficial owner is (as indicated with a checkmark):

a “Qualified Institutional Buyer”, as defined in the Letter, that is acting for either its own account or accounts of other Qualified Institutional Buyers as to which it exercises sole investment discretion and has the authority to make the statements in this certification; or

not a “U.S. person” as defined in the Letter.

The undersigned understands that it is providing the information contained herein solely for purposes of enabling the Company to consider undertaking a transaction with respect to the Existing DL Notes. This certification neither is an offer with respect to the Existing DL Notes nor creates any obligations whatsoever on the part of DHL to make any offer to the undersigned to participate if an offer is made.

The undersigned agrees that it (1) will not copy or reproduce any part of any materials (except as permitted therein) received in connection with any transaction the Company may undertake, (2) will not distribute or disclose any part of such materials or any of their contents (except as permitted therein) to anyone other than, if applicable, the aforementioned beneficial owners on whose behalf the undersigned is acting and (3) will promptly notify the Company if any of the representations it makes in this certification cease to be correct.

Very truly yours

Dated: _____, 2023

By: _____
(Signature)

Aggregate Principal Amount of 6.750% Senior
Notes due 2023 tendered:

\$_____

(Name and Title)

(Institution, if applicable)

Voluntary Offer Instruction Number(s)

(Street Address)

OR

(City/State/Zip Code)

Euroclear or Clearstream Instruction Number(s)

(Phone)

(E-mail address)

INSTRUCTIONS FOR THE RETURN OF YOUR NEW MONEY QUALIFYING LETTER – only
for Option 1 through Option 4:

1. Complete your New Money Qualifying Letter on-line by following the link at <https://epiqworkflow.com/cases/DLQualify>; **OR**
2. Email a PDF scan of BOTH pages of the fully completed New Money Qualifying Letter to Epiq at Tabulation@epiqglobal.com, with a reference to “DL Qualifying Letter” in the subject line. **PLEASE PRINT CLEARLY!**
3. For Option 1 through Option 4, the completed New Money Qualifying Letter **must** be submitted by 5:00 p.m., New York City Time on September 12, 2023, which is one business day following the Commitment Payment Election Deadline.