

DIP ELECTION PROCEDURES
January 25, 2024

To Eligible Holders (as defined below):

The delivery to the Syndication Agent (as defined below) of an Eligible Holder's executed Election Form(s) (as defined below) (including the elections set forth therein) and executed signature pages to the Execution Documents (as defined below) shall be irrevocable unless the Restructuring Support Agreement or the DIP Commitment Letter (each as defined below) are terminated in accordance with their terms or the Restructuring Support Agreement or the DIP Commitment Letter would have terminated in accordance with their respective terms but for the automatic stay of section 362 of the Bankruptcy Code. The Execution Documents may be modified or changed after the date hereof and prior to the Closing Date (as defined in the DIP Commitment Letter) in accordance with the terms and conditions of the Restructuring Support Agreement and the DIP Commitment Letter. If any of the Execution Documents is modified or changed after the date hereof and prior to the Closing Date, then the Debtors will use reasonable efforts to notify Eligible Holders in writing of such modification or change; provided, however, that no such modification or change shall permit an Eligible Holder to revoke its executed and delivered Election Form(s) (including the elections set forth therein) and signature pages to the Execution Documents (all of which shall remain irrevocable, except as set forth above). The terms of this paragraph shall apply equally and in the same manner to DIP Syndication Designees (as defined below), to the extent applicable.

The Debtors' and Crossholder Group's advisors will host a call for Eligible Holders on February 2, 2024, at 2 p.m. Eastern Time. To participate in the call, Eligible Holders should email: [DL Diamond Sports Group DIP EXT@moelis.com](mailto:DL.Diamond.Sports.Group.DIP.EXT@moelis.com)

If you have any questions, please contact the Syndication Agent at the following phone number or email address: 877-720-6635 (domestic toll-free) or 646-440-4763 (for international calls) or DSGissuerservices@is.kroll.com. To obtain additional copies of the DIP Election Procedures (including the DIP Election Instructions and the Election Forms) and the Execution Documents, please visit <https://cases.ra.kroll.com/DSG/Home-Index>.

1. Introduction

Diamond Sports Group, LLC ("DSG") and certain of its direct and indirect subsidiaries (together with DSG, each, a "Debtor" and, collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court") (such cases, collectively, the "Chapter 11 Cases").

In connection with the Chapter 11 Cases, the Debtors have entered into that certain Restructuring Support Agreement, dated as of January 16, 2024, by and among the Debtors, the "Consenting Creditors" (as defined therein) party thereto from time to time, and the

“Strategic Investor” (as defined therein) (together with any schedules, exhibits, and annexes thereto, the “Restructuring Support Agreement”). Capitalized terms used in these DIP Election Procedures (as may be amended from time to time in accordance with the terms set forth herein and in the Restructuring Support Agreement, these “DIP Election Procedures”) and not defined in these DIP Election Procedures shall have the meanings given to such terms in the Restructuring Support Agreement.

Pursuant to the Restructuring Support Agreement, the Debtors, the Consenting Creditors, and the Strategic Investor agreed, among other things, to pursue and implement certain restructuring and recapitalization transactions with respect to the Debtors’ capital structure through the consummation of the Plan (such restructuring and recapitalization transactions, as further defined in the Restructuring Support Agreement, the “Restructuring Transactions”), and, certain Consenting Creditors and/or their respective Affiliates have agreed (on a several but not joint basis) to provide to the Debtors, as debtors and debtors-in-possession during the Chapter 11 Cases, subordinated secured superpriority financing in the aggregate principal amount of \$450,000,000, on the terms and subject to the conditions set forth in the DIP Commitment Letter (including the DIP Term Sheet) (such financing, the “DIP Facility”).

Pursuant to the DIP Commitment Letter, DSG agreed to coordinate with the DIP Commitment Parties (as defined in the DIP Commitment Letter) with respect to the syndication of the DIP Facility to holders of Second Lien Claims and Unsecured Funded Debt Claims (collectively, the “Junior Debt Claims”). To accomplish such syndication, each holder of Junior Debt Claims will have the opportunity to elect to make DIP Loans (the “DIP Syndication”), on the terms and subject to the conditions set forth in these DIP Election Procedures. The Junior Debt Claims are Claims arising under or based upon (a) the Second Lien Revolving Loans, the Second Lien Term Loans, or the Third Lien Term Loans (collectively, the “Existing Loans”) or (2) the Second Lien Notes, the Third Lien Notes, or the Unsecured Notes (collectively, the “Existing Notes”).

On January 23, 2024, the Debtors filed a motion (the “DIP Motion”) seeking, among other things, Bankruptcy Court approval of the DIP Facility. The DIP Motion is currently pending before the Bankruptcy Court, and the DIP Syndication is subject to the Bankruptcy Court’s approval of these DIP Facility in all respects.

Please be advised that there can be no assurance that the Bankruptcy Court will approve the DIP Facility, the DIP Facility will be consummated, or that the Restructuring Transactions will be implemented. Additional copies of the Restructuring Support Agreement and these DIP Election Procedures are available upon request from Kroll Restructuring Administration LLC (the “Syndication Agent”). A copy of the Restructuring Support Agreement (with the DIP Commitment Letter attached thereto as an exhibit) is filed with the Bankruptcy Court at Docket No. 1613 and can be downloaded free of charge from the Debtors’ case website: <https://cases.ra.kroll.com/DSG/>

2. The DIP Syndication

In accordance with the Restructuring Support Agreement and the DIP Commitment Letter, each holder of Junior Debt Claims that is (i) a “qualified institutional buyer” as defined in Rule 144A, (ii) an institutional “accredited investor” as defined in Rule 501(a), or (iii) a “non-U.S.

Person” as defined in Rule 902 of Regulation S, in each case as promulgated under the Securities Act of 1933, as amended (the “Securities Act”), that is not a natural person (each, an “Eligible Holder” and, collectively, the “Eligible Holders”), including each DIP Commitment Party, is hereby offered the right to participate in the DIP Syndication in accordance with the terms and subject to the conditions set forth in these DIP Election Procedures.

Subject to the terms and conditions set forth in these DIP Election Procedures, each Eligible Holder will receive rights to elect (the “Election Rights”) to (a) provide DIP Loans in an aggregate principal amount up to such Eligible Holder’s Maximum Amount (as defined below), as further described in Section 4 below, and (b) if such Eligible Holder elects to provide DIP Loans in an aggregate principal amount equal to such Eligible Holder’s Maximum Amount, provide additional DIP Loans in an aggregate principal amount up to the Undersubscription Amount (as defined below), as further described in Section 5 below.

To validly exercise Election Rights with respect to the Existing Loans, each Eligible Holder of the underlying Existing Loans, as reflected on the registers maintained by the respective administrative agents of the Existing Loans on the date of the Election Deadline (as defined below) (such date, the “Election Deadline Date”), must:

(a) deliver (i) pursuant to the instructions attached hereto as Annex C (such instructions, the “DIP Election Instructions”), a properly completed and duly executed Lender Election Form in the form attached as Exhibit A to the DIP Election Instructions (the “Lender Election Form”), (ii) properly completed and duly executed signature pages to each of (A) the DIP Credit Agreement (as defined in the DIP Term Sheet) and (B) a joinder to the Restructuring Support Agreement (to the extent such Eligible Holder is not already a party to the Restructuring Support Agreement) (the DIP Credit Agreement and the Restructuring Support Agreement, collectively, the “Execution Documents”) (forms of the signature pages to the Execution Documents are attached hereto as Annex D), (iii) a duly executed Eligible Holder Certificate (a form of which is attached hereto as Annex E) (an “Eligible Holder Certificate”), (iv) properly completed and duly executed know-your-customer documents as required by the DIP Agent (which forms and documents are included in Annex F) (the “KYC Documents”), and (v) a properly completed and duly executed IRS Form W-9 or an appropriate IRS Form W-8, as applicable, in each case to the Syndication Agent so that all of the foregoing are **actually received** by the Syndication Agent no later than 5:00 p.m., Eastern Time, on February 13, 2024 (the “Election Deadline” or “Electing Holder Funding Deadline”); and

(b) (i) if such Eligible Holder is not a DIP Commitment Related Party (as defined below), fund, or cause to be funded, such Eligible Holder’s DIP Election Amount, and, if applicable, Oversubscription Offer Amount (as defined below) (collectively, the “Electing Holder Initial Funding Amount”) into a segregated account held in a financial institution designated by the Syndication Agent (the “Segregated Account”) by wire transfer of immediately available funds in accordance with the instructions included in the Lender Election Form so that such Electing Holder Initial Funding Amount is **actually received** by the Syndication Agent no later than the Electing Holder Funding Deadline and (ii) if such Eligible Holder is a DIP Commitment Related Party, fund, or cause to be funded, such Eligible Holder’s Funding Amount (as defined below) into the Segregated Account by wire transfer of immediately available funds in accordance with the instructions

included in the Lender Election Form so that such Funding Amount is **actually received** by the Syndication Agent no later than the DIP Commitment Related Party Funding Deadline (as defined below).

A “DIP Commitment Related Party” means any Eligible Holder that is either (A) a DIP Commitment Party or (B) an Affiliate of any of the DIP Commitment Parties.

To validly exercise Election Rights with respect to the Existing Notes, each Eligible Holder of the underlying Existing Notes, as of the Election Deadline Date, must:

(x) deliver (i) pursuant to the DIP Election Instructions, a properly completed and duly executed Noteholder Beneficial Owner Election Form in the form attached as Exhibit B to the DIP Election Instructions (the “Noteholder Beneficial Owner Election Form” and, together with the Lender Election Form, the “Election Forms”), (ii) properly completed and duly executed signature pages to each of the Execution Documents (forms of the signature pages to the Execution Documents are attached hereto as Annex D), (iii) a duly executed Eligible Holder Certificate (a form of which is attached hereto as Annex E), (iv) properly completed and duly executed KYC Documents (which forms and documents are included in Annex F), and (v) a properly completed and duly executed IRS Form W-9 or an appropriate IRS Form W-8, as applicable, in each case to its bank, broker, intermediary, securities nominee or agent (each, a “Nominee”) (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to the Syndication Agent so that all of the foregoing are **actually received** by the Syndication Agent no later than the Election Deadline;

(y) instruct its Nominee(s) to electronically deliver (or cause to be delivered) such Existing Notes to the appropriate contra CUSIP established by The Depository Trust Company (“DTC”) for the DIP Syndication through the Automated Tender Offer Program (“ATOP”) of DTC, so that such Existing Notes are received by the Election Deadline; and

(z) (i) if such Eligible Holder is not a DIP Commitment Related Party, fund, or cause to be funded, such Eligible Holder’s Electing Holder Initial Funding Amount into the Segregated Account by wire transfer of immediately available funds in accordance with the instructions included in the Noteholder Beneficial Owner Election Form so that such Electing Holder Initial Funding Amount is **actually received** by the Syndication Agent no later than the Electing Holder Funding Deadline and (ii) if such Eligible Holder is a DIP Commitment Related Party, fund, or cause to be funded, such Eligible Holder’s Funding Amount into the Segregated Account by wire transfer of immediately available funds in accordance with the instructions included in the Noteholder Beneficial Owner Election Form so that such Funding Amount is **actually received** by the Syndication Agent no later than the DIP Commitment Related Party Funding Deadline.

The execution and delivery of an Eligible Holder Certificate by an Eligible Holder does not, and shall not be construed to, waive any rights (including approval or consent rights) that such Eligible Holder has or may have under the Restructuring Support Agreement or the DIP Commitment Letter.

Each Electing Holder’s (as defined below) Electing Holder Initial Funding Amount and

each DIP Commitment Related Party's Funding Amount will be held in the Segregated Account subject to the consummation of the DIP Facility in accordance with the terms of the DIP Credit Agreement and subject further to any rights of return of any such amount as set forth in Section 4 of Annex B attached hereto.

Each Eligible Holder of Junior Debt Claims that is both a holder of Existing Loans and a holder of Existing Notes and wishes to exercise its Election Rights with respect to both its Existing Loans and Existing Notes must follow the respective procedures for **both** Existing Loans and Existing Notes. Furthermore, if an Eligible Holder holds Existing Notes underlying the Election Rights that it wishes to exercise through multiple Nominees, it must complete, execute and deliver a **separate** Noteholder Beneficial Owner Election Form with respect to each such Nominee.

The Election Rights will not be detachable or otherwise transferable separately from the underlying Existing Loans and Existing Notes. Rather, the Election Rights, together with the underlying Existing Loans and Existing Notes with respect to which such Election Rights were allocated, will trade together and will be evidenced by the underlying Existing Loans and Existing Notes until the Election Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Existing Loans and Existing Notes. Existing Notes delivered/tendered into the appropriate contra CUSIP(s) via ATOP may not thereafter be transferred until such Existing Note(s) are returned to their original Target CUSIP(s), as soon as practicable following the expiration of the DIP Syndication event (February 13, 2024), which return shall be made no later than the date that is five Business Days after the earlier of (I) the Election Deadline Date and (II) the occurrence of a Termination Event (as defined below).

3. The DIP Commitment Letter

The DIP Syndication will be backstopped by the DIP Commitment Parties pursuant to the terms of the DIP Commitment Letter. Pursuant to the DIP Commitment Letter, each of the DIP Commitment Parties has provided, severally and not jointly, a commitment to provide to the Debtors a portion of the total amount of the DIP Facility on the Closing Date, on the terms and subject to the limitations and conditions set forth in the DIP Commitment Letter.

As consideration for the right to require each DIP Commitment Party, severally and not jointly, to make advances under the DIP Facility, the Debtors have agreed to pay to each DIP Commitment Party (or its designee) the Commitment Premium (as defined in the DIP Commitment Letter), which was fully earned upon execution of the DIP Commitment Letter and will be due and payable in U.S. dollars in immediately available funds on the Maturity Date (as defined in the DIP Commitment Letter) of the DIP Credit Agreement. In addition, the Debtors have agreed to pay to each DIP Lender (as defined in the DIP Commitment Letter) the DIP MOIC (as defined in the DIP Commitment Letter), which will payable upon any repayment of DIP Loans or on the Maturity Date of the DIP Credit Agreement in U.S. dollars in immediately available funds (on a "last-out" basis after satisfaction of all other DIP Obligations (as defined in the DIP Commitment Letter)); provided that, if the Debtors obtain the confirmation of and consummate the Plan, a portion of the DIP MOIC will be paid by issuing the Litigation CVR and the remaining amount of the DIP MOIC will be paid by issuing the DIP MOIC Equity. Notwithstanding the foregoing, the Commitment Premium shall be paid in full on the date that the DIP Commitment Letter terminates or the date on which the Debtors determine not to borrow the DIP Commitments.

4. DIP Election Amount

Subject to the terms and conditions set forth in these DIP Election Procedures, each Eligible Holder is entitled to elect to provide DIP Loans in an aggregate principal amount up to an amount equal to the sum of the products of (a) the aggregate principal amount of each class of Junior Debt Claims of such Eligible Holder as of the Election Deadline Date and (b) the multiplier that is applicable to each class of Junior Debt Claims of such Eligible Holder as set forth in the table in Item 2 of the applicable Election Form (such product for any Eligible Holder, such Eligible Holder's "Maximum Amount"). For purposes of these DIP Election Procedures, each of the Second Lien Revolving Loans, the Second Lien Term Loans, the Third Lien Term Loans, the Second Lien Notes, the Third Lien Notes, and the Unsecured Notes is a separate "class" of Junior Debt Claims.

The amount of DIP Loans that an Eligible Holder elects to provide up to its Maximum Amount shall be referred to herein as such Eligible Holder's "DIP Election Amount" and any such Eligible Holder that makes such an election shall be referred to herein as an "Electing Holder". The DIP Election Amount for an Eligible Holder shall be specified by such Eligible Holder in its applicable Election Form(s) (which will be broken out into multiple amounts that comprise the DIP Election Amount if such Eligible Holder submits more than one Election Form) and shall be binding and irrevocable (except as set forth herein).

5. Oversubscription Privilege

If the aggregate DIP Election Amounts of all Electing Holders is less than \$450,000,000 (the amount of such difference being the "Undersubscription Amount"), then each Electing Holder who elects to make DIP Loans in an aggregate principal amount equal to such Electing Holder's Maximum Amount (any such Electing Holder, a "Fully-Electing Holder") shall have the right to offer to make additional DIP Loans in an aggregate principal amount up to the Undersubscription Amount by specifying an amount in its applicable Election Form(s) up to the amount equal to (a) \$450,000,000 minus (b) such Fully-Electing Holder's Maximum Amount (such an offer, an "Oversubscription Offer", and such specified amount, a Fully-Electing Holder's "Oversubscription Offer Amount").

If the aggregate Oversubscription Offer Amounts for all Fully-Electing Holders does not exceed the Undersubscription Amount, then each Fully-Electing Holder's Oversubscription Offer shall be deemed accepted by the Debtors and such Fully-Electing Holder shall have a binding and irrevocable (except as set forth herein) commitment to provide additional DIP Loans in an aggregate principal amount equal to such Fully-Electing Holder's Oversubscription Offer Amount.

If the aggregate Oversubscription Offer Amounts for all Fully-Electing Holders exceeds the Undersubscription Amount, then the Undersubscription Amount shall be allocated among Fully-Electing Holders that make an Oversubscription Offer as follows (such allocation to be made in the following sequence and order and such allocation in accordance with such sequence and order to cease at such time as the Undersubscription Amount has been allocated to Fully-Electing Holders in full):

- (a) Each Initial DIP Commitment Party (as defined in the DIP Commitment Letter) that makes an Oversubscription Offer (each, a "Specified Initial Commitment")

Party” and, collectively, the “Specified Initial Commitment Parties”¹ shall be allocated a percentage of the Undersubscription Amount equal to a fraction, expressed as a percentage, (i) the numerator of which is the sum of (x) the aggregate principal amount of such Specified Initial Commitment Party’s Junior Debt Claims as of the Election Deadline Date and (y) all accrued and unpaid interest on such Specified Initial Commitment Party’s Junior Debt Claims as of the commencement of the Chapter 11 Cases (the “Petition Date”), and (ii) the denominator of which is the sum of (x) the aggregate principal amount of all Junior Debt Claims of all Specified Initial Commitment Parties as of the Election Deadline Date and (y) all accrued and unpaid interest on all Junior Debt Claims of all Specified Initial Commitment Parties as of the Petition Date (such percentage for any Specified Initial Commitment Party, its “SICP Oversubscription Pro Rata Share”), until, following the simultaneous allocations to all Specified Initial Commitment Parties of each of their respective SICP Oversubscription Pro Rata Share of the Undersubscription Amount, either (A) the Undersubscription Amount has been allocated to Specified Initial Commitment Parties in full or (B) the first Specified Initial Commitment Party has been allocated its Oversubscription Offer Amount in full;

(b) If the Undersubscription Amount has not been allocated to the Specified Initial Commitment Parties in full pursuant to clause (a), each Specified Initial Commitment Party that has not been allocated its Oversubscription Offer Amount in full shall be allocated its SICP Oversubscription Pro Rata Share (calculated excluding the Junior Debt Claims of the Specified Initial Commitment Parties that have been allocated their respective Oversubscription Offer Amounts in full) of the remaining Undersubscription Amount until, following the simultaneous allocations to all such Specified Initial Commitment Parties of each of their respective SICP Oversubscription Pro Rata Share of the remaining Undersubscription Amount, either (i) the Undersubscription Amount has been allocated to Specified Initial Commitment Parties in full or (ii) the next Specified Initial Commitment Party has been allocated its Oversubscription Offer Amount in full;

(c) If the Undersubscription Amount has not been allocated to the Specified Initial Commitment Parties in full pursuant to clause (b), the process in clause (b) shall be repeated until either (i) the Undersubscription Amount has been allocated to Specified Initial Commitment Parties in full or (ii) the aggregate Oversubscription Offer Amounts of all Specified Initial Commitment Parties has been allocated in full;

(d) If the Undersubscription Amount has not been allocated to the Specified Initial Commitment Parties in full pursuant to clauses (a)-(c) (the unallocated Undersubscription Amount after giving effect to clauses (a)-(c) being the “Unallocated Initial Undersubscription Amount”), each Additional DIP Commitment Party (as defined in the DIP Commitment Letter) that makes an Oversubscription Offer (each, a “Specified Additional Commitment Party” and, collectively, the “Specified Additional Commitment Parties”)² shall be allocated a percentage of the Unallocated Initial Undersubscription

¹ For purposes of this Section 5 and all other terms and provisions of these DIP Election Procedures to which this Section 5 applies, the term “Initial DIP Commitment Party” shall include each Affiliate of an Initial DIP Commitment Party that is a Fully-Electing Holder.

² For purposes of this Section 5 and all other terms and provisions of these DIP Election Procedures to which this Section 5 applies, the term “Additional DIP Commitment Party” shall include each Affiliate of an Additional DIP Commitment Party that is a Fully-Electing Holder.

Amount equal to a fraction, expressed as a percentage, (i) the numerator of which is the sum of (x) the aggregate principal amount of such Specified Additional Commitment Party's Junior Debt Claims as of the Election Deadline Date and (y) all accrued and unpaid interest on such Specified Additional Commitment Party's Junior Debt Claims as of the Petition Date, and (ii) the denominator of which is the sum of (x) the aggregate principal amount of all Junior Debt Claims of all Specified Additional Commitment Parties as of the Election Deadline Date and (y) all accrued and unpaid interest on all Junior Debt Claims of all Specified Additional Commitment Parties as of the Petition Date (such percentage for any Specified Additional Commitment Party, its "SACP Oversubscription Pro Rata Share"), until, following the simultaneous allocations to all Specified Additional Commitment Parties of each of their respective SACP Oversubscription Pro Rata Share of the Unallocated Initial Undersubscription Amount, either (A) the Unallocated Initial Undersubscription Amount has been allocated to Specified Additional Commitment Parties in full or (B) the first Specified Additional Commitment Party has been allocated its Oversubscription Offer Amount in full;

(e) If the Unallocated Initial Undersubscription Amount has not been allocated to the Specified Additional Commitment Parties in full pursuant to clause (d), each Specified Additional Commitment Party that has not been allocated its Oversubscription Offer Amount shall be allocated its SACP Oversubscription Pro Rata Share (calculated excluding the Junior Debt Claims of the Specified Additional Commitment Parties that have been allocated their respective Oversubscription Offer Amounts in full) of the remaining Unallocated Initial Undersubscription Amount until, following the simultaneous allocations to all such Specified Additional Commitment Parties of each of their respective SACP Oversubscription Pro Rata Share of the remaining Unallocated Initial Undersubscription Amount, either (i) the Unallocated Initial Undersubscription Amount has been allocated to Specified Additional Commitment Parties in full or (ii) the next Specified Additional Commitment Party has been allocated its Oversubscription Offer Amount in full;

(f) If the Unallocated Initial Undersubscription Amount has not been allocated to the Specified Additional Commitment Parties in full pursuant to clause (e), the process in clause (e) shall be repeated until either (i) the Unallocated Initial Undersubscription Amount has been allocated to Specified Additional Commitment Parties in full or (ii) the aggregate Oversubscription Offer Amounts of all Specified Additional Commitment Parties has been allocated in full;

(g) If the Unallocated Initial Undersubscription Amount has not been allocated to the Specified Additional Commitment Parties in full pursuant to clauses (d)-(f) (the unallocated Unallocated Initial Undersubscription Amount after giving effect to clauses (d)-(f) being the "Unallocated Additional Undersubscription Amount"), each Fully-Electing Holder that makes an Oversubscription Offer and is not a DIP Commitment Party (each, a "Specified Fully-Electing Holder" and, collectively, the "Specified Fully-Electing Holders") shall be allocated a percentage of the Unallocated Additional Undersubscription Amount equal to a fraction, expressed as a percentage, (i) the numerator of which is the sum of (x) the aggregate principal amount of such Specified Fully-Electing Holder's Junior Debt Claims as of the Election Deadline Date and (y) all accrued and unpaid interest on such Specified Fully-Electing Holder's Junior Debt Claims as of the

Petition Date, and (ii) the denominator of which is the sum of (x) the aggregate principal amount of all Junior Debt Claims of all Specified Fully-Electing Holders as of the Election Deadline Date and (y) all accrued and unpaid interest on all Junior Debt Claims of all Specified Fully-Electing Holders as of the Petition Date (such percentage for any Specified Fully-Electing Holder, its “SFEH Oversubscription Pro Rata Share”), until, following the simultaneous allocations to all Specified Fully-Electing Holders of each of their respective SFEH Oversubscription Pro Rata Share of the Unallocated Additional Undersubscription Amount, either (A) the Unallocated Additional Undersubscription Amount has been allocated to Specified Fully-Electing Holders in full or (B) the first Specified Fully-Electing Holder has been allocated its Oversubscription Offer Amount in full;

(h) If the Unallocated Additional Undersubscription Amount has not been allocated to the Specified Fully-Electing Holders in full pursuant to clause (g), each Specified Fully-Electing Holder that has not been allocated its Oversubscription Offer Amount shall be allocated its SFEH Oversubscription Pro Rata Share (calculated excluding the Junior Debt Claims of the Specified Fully-Electing Holders that have been allocated their respective Oversubscription Offer Amounts in full) of the remaining Unallocated Additional Undersubscription Amount until, following the simultaneous allocations to all such Specified Fully-Electing Holders of each of their respective SFEH Oversubscription Pro Rata Share of the remaining Unallocated Additional Undersubscription Amount, either (i) the Unallocated Additional Undersubscription Amount has been allocated to Specified Fully-Electing Holders in full or (ii) the next Specified Fully-Electing Holder has been allocated its Oversubscription Offer Amount in full; and

(i) If the Unallocated Additional Undersubscription Amount has not been allocated to the Specified Fully-Electing Holders in full pursuant to clause (h), the process in clause (h) shall be repeated until either (i) the Unallocated Additional Undersubscription Amount has been allocated to Specified Fully-Electing Holders in full or (ii) the aggregate Oversubscription Offer Amounts of all Specified Fully-Electing Holders has been allocated in full.

The “Final Oversubscription Commitment Amount” of each Specified Initial Commitment Party, each Specified Additional Commitment Party, and each Specified Fully-Electing Holder that is allocated part or all of its Oversubscription Offer Amount (each such party, an “Oversubscription Party”) shall be the amount of DIP Loans allocated to such Oversubscription Party pursuant to its Oversubscription Offer pursuant to any of clauses (a)-(i) above. The Final Oversubscription Commitment Amount of each Oversubscription Party will (1) be determined by the Debtors, in consultation with the Initial DIP Commitment Parties, after giving effect to clauses (a)-(i) above and (2) in no event exceed the Oversubscription Offer Amount of such Oversubscription Party.

6. Funding Amounts and DIP Commitment Related Party Funding Deadline

An Electing Holder’s “Funding Amount” means the sum of (a) the confirmed DIP Election Amount of such Electing Holder, based on a review of confirmed holdings of Junior Debt Claims as of the Election Deadline Date, (b) the Final Oversubscription Commitment Amount of such Electing Holder (if applicable), and (c) if such Electing Holder is a DIP Commitment Related Party, any additional DIP Loans that such Electing Holder (or the DIP Commitment Party of which such Electing Holder is an Affiliate) is required to fund under the

DIP Commitment Letter (such additional DIP Loans that it is required to fund under the DIP Commitment Letter, its “Backstop Amount”) (if applicable), in each case as set forth in the written notice provided to such Electing Holder by the Debtors pursuant to this Section 6 (any such written notice, a “Funding Confirmation Notice”).

As soon as practicable after the Election Deadline (but in no event no later than 5:00 p.m., Eastern Time, on February 23, 2024) (the “Funding Notice Deadline”), the Debtors will provide a Funding Confirmation Notice to each Electing Holder that is not a DIP Commitment Related Party of (i) its Funding Amount and (ii) the difference between its Funding Amount and the Electing Holder Initial Funding Amount it has funded (such difference, the “Electing Holder Overfunded Amount”). The date on which such written notice is provided by the Debtors to each Electing Holder that is not a DIP Commitment Related Party shall be referred to herein as the “Funding Notice Date”. The Syndication Agent shall cause the Electing Holder Overfunded Amount to be refunded from the Segregated Account to each applicable Electing Holder within five Business Days after the Funding Notice Date.

On or before the Funding Notice Deadline, the Debtors will provide written notice to each Electing Holder that is a DIP Commitment Related Party of its Funding Amount.

On or before 5:00 p.m., Eastern Time, on the date that is one Business Day after the entry of the Final DIP Order (as defined in the DIP Term Sheet) (such date and time, the “DIP Commitment Related Party Funding Deadline” and, together with the Electing Holder Funding Deadline, the “Funding Deadlines”), each DIP Commitment Related Party will fund its Funding Amount into the Segregated Account.

Amounts funded into the Segregated Account (including each Electing Holder Initial Funding Amount and each Funding Amount) will be held in the Segregated Account subject to the consummation of the DIP Facility in accordance with the terms of the DIP Credit Agreement and subject further to any rights of return of any such amount as set forth in this Section 6 and in Section 4 of Annex B attached hereto.

7. Securities Law Matters

The offering, issuance, and/or distribution of any securities under the Plan on, in respect of, or in repayment or satisfaction of, any of the DIP Loans or any indebtedness, liabilities, or other amounts thereunder (including any premium with respect thereto) (any such securities, “Subject Securities”) shall be exempt from registration requirements under the Securities Act, or any state or local law requiring registration for offer, sale or distribution of a security, in reliance upon the exemption provided in section 1145(a) of the Bankruptcy Code to the maximum extent permitted by law, or, if section 1145(a) of the Bankruptcy Code is not available, then such Subject Securities are being offered, issued, and/or distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that any Subject Securities are offered, issued and/or distributed under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such Subject Securities may be resold by the holders thereof without registration unless the holder is an “underwriter” (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such Subject Securities.

Neither the DIP Syndication nor any offer, issuance, and/or distribution of any Subject

Securities have been approved or disapproved by the U.S. Securities and Exchange Commission or any state securities commission.

8. Important Dates; Additional Procedures

Please review the following timeline of important dates related to the DIP Syndication (attached hereto as Annex A), as well as the additional steps and procedures applicable to the DIP Syndication (attached hereto as Annex B). Each Eligible Holder should also carefully review and strictly follow the DIP Election Instructions (attached hereto as Annex C) and the applicable Election Form(s) (attached as Exhibits A and B to the DIP Election Instructions), including properly completing, duly executing and timely delivering the form signature pages to the Execution Documents (attached hereto as Annex D), the Eligible Holder Certificate (attached hereto as Annex E), and the KYC Documents (attached hereto as Annex F).

Questions relating to the DIP Syndication should be directed to the Syndication Agent via email to DSGIssuerServices@kroll.com.

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ANNEX A

IMPORTANT DATES

Eligible Holders and Nominees of Eligible Holders who hold Existing Notes, should note the following important dates and times relating to the DIP Syndication when considering whether or not to participate in the DIP Syndication:

Date	Calendar Date	Event
Election Commencement Date.....	January 25, 2024.	The date for the commencement of the DIP Syndication (the “ <u>Election Commencement Date</u> ”).
Election Deadline / Electing Holder Funding Deadline.....	5:00 p.m., Eastern Time, on February 13, 2024, unless extended as described herein.	<p>The deadline for Eligible Holders to elect to provide DIP Loans by exercising Election Rights.</p> <p>The deadline for Eligible Holders that are not DIP Commitment Related Parties to fund the Electing Holder Initial Funding Amount to the Segregated Account.</p> <p>The properly completed and duly executed Election Form(s) (together with signature pages to the Execution Documents, an Eligible Holder Certificate, the KYC Documents, and an IRS Form W-9 or an appropriate IRS Form W-8, as applicable) of an Eligible Holder must be <u>actually received</u> by the Syndication Agent no later than the Election Deadline. An Eligible Holder who holds Existing Notes must deliver its duly executed Noteholder Beneficial Owner Election Form(s) (together with signature pages to the Execution Documents, an Eligible Holder Certificate, the KYC Documents, and an IRS Form W-9 or an appropriate IRS Form W-8, as applicable) to its Nominee(s) (unless otherwise directed by its Nominee(s)) in sufficient time to allow such Nominee to deliver such documents so that they are <u>actually received</u> by the Syndication Agent no</p>

Date	Calendar Date	Event
		<p>later than the Election Deadline.</p> <p>Eligible Holders who hold Existing Notes must instruct their Nominee(s) to electronically deliver the applicable Existing Notes via ATOP to the appropriate contra CUSIP established by DTC, so that such underlying Existing Notes are actually received by the Syndication Agent no later than the Election Deadline. Existing Notes delivered to the Syndication Agent via ATOP may not thereafter be transferred until such Existing Notes are returned to their original Target CUSIP(s).</p> <p>The deadline by which an Electing Holder that is a DIP Commitment Related Party must fund, by wire transfer of immediately available funds, its Funding Amount to the Segregated Account.</p>
DIP Commitment Related Party Funding Deadline.....	5:00 p.m., Eastern Time, on the first Business Day after entry of the Final DIP Order, unless extended as described herein.	

ANNEX B

ADDITIONAL STEPS AND PROCEDURES

In order to participate in the DIP Syndication, an Eligible Holder must complete all of the steps outlined below. If all of the steps outlined below are not completed by the relevant deadline, as applicable, an Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the DIP Syndication. Please carefully review these DIP Election Procedures in their entirety.

1. Election Period

The DIP Syndication will commence on the Election Commencement Date and will expire at the Election Deadline. Each Eligible Holder intending to provide DIP Loans in the DIP Syndication must affirmatively elect to exercise its Election Rights in the manner set forth in the DIP Election Instructions attached to the DIP Election Procedures as Annex C thereto and the applicable Election Form(s) by the Election Deadline.

Any exercise of Election Rights by an Eligible Holder after the Election Deadline will not be allowed and any purported exercise received by the Syndication Agent after the Election Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored, except that the Debtors shall have the discretion, with the prior written consent of the Required DIP Commitment Parties (as defined in the DIP Commitment Letter), which consent may be delivered via email, to allow any exercise of Election Rights after the Election Deadline.

Any of the Election Deadline, the Electing Holder Funding Deadline, or the DIP Commitment Related Party Funding Deadline may be extended by the Debtors with the prior written consent of the Required DIP Commitment Parties or as required by law. Any such extension will be followed by an announcement distributed through the Syndication Agent no later than the Business Day after the day on which the previous applicable deadline was scheduled to occur.

2. Delivery of Election Documents

Beginning on the Election Commencement Date, the Election Forms and these DIP Election Procedures will be sent to each holder of Junior Debt Claims as of the Election Commencement Date, which include appropriate instructions for the proper completion, due execution and timely delivery of the Election Form(s) and the funding of an Electing Holder's Funding Amount. Delivery of the Election Forms, these DIP Election Procedures and DIP Election Instructions is being made to all holders of Junior Debt Claims as of the Election Commencement Date for administrative and convenience purposes. Notwithstanding such delivery, only Eligible Holders shall be permitted to participate in the DIP Syndication, subject to the terms and conditions of these DIP Election Procedures.

3. Over/Under Funding

In the event that the funds received from any Eligible Holder (or any of its DIP Syndication Designees) exceed the Funding Amount validly elected to be provided by such Eligible Holder in such Eligible Holder's Election Form(s) (*i.e.*, an overpayment), the DIP Loans provided by such Eligible Holder will be equal to the Funding Amount set forth in the Funding Confirmation Notice that was provided to such Eligible Holder by the Debtors. In the event that the funds received from any Eligible Holder (or any of its DIP Syndication Designees) are less than the Funding Amount validly elected to be provided by such Eligible Holder in such Eligible Holder's Election Form(s) (*i.e.*, an underpayment), then such Eligible Holder shall be treated as if it irrevocably relinquished and waived its right to participate in the DIP Syndication with respect to all of its Election Rights and the DIP Loans that such Eligible Holder had purported to elect to provide pursuant to its Election Form(s) shall constitute part of the Undersubscription Amount, in each case unless otherwise agreed to by the Required DIP Commitment Parties.

The amounts funded into the Segregated Account in accordance with these DIP Election Procedures will be deposited and held by the Syndication Agent in the Segregated Account subject to the consummation of the DIP Facility in accordance with the terms of the DIP Credit Agreement and subject further to any rights of return of such amounts as set forth in Section 4 of this Annex B and Section 6 of these DIP Election Procedures. The Syndication Agent shall not use such funds for any other purpose prior to the Closing Date and shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance. None of the funds held by the Syndication Agent hereunder or that are deposited into the Segregated Account shall be deemed part of the Debtors' bankruptcy estates.

4. Termination/Return of Payment

The DIP Syndication shall be deemed automatically terminated without any action on the part of, or notice to, any Person upon the earlier of (a) the termination of the DIP Commitment Letter in accordance with its terms and (b) the termination of the Restructuring Support Agreement in accordance with its terms with respect to all parties thereto (each, a "Termination Event"). If a Termination Event occurs prior to the Closing Date, the Syndication Agent shall return all funds received from Eligible Holders (or their respective DIP Syndication Designees), without interest, as soon as reasonably practicable after such Termination Event, but in any event, within five Business Days after such Termination Event.

The Syndication Agent shall cause the Electing Holder Overfunded Amount to be refunded from the Segregated Account to each applicable Electing Holder within five Business Days after the Funding Notice Date.

If funds received by the Syndication Agent from any Eligible Holder (or its DIP Syndication Designees) otherwise exceed the Funding Amount validly elected to be provided by such Eligible Holder in such Eligible Holder's Election Form(s), then the Syndication Agent shall return such excess amount to (or at the direction of) such Eligible Holder as soon as reasonably practicable after the Closing Date, but in any event within five Business Days after the Closing Date; provided, that the return of each Electing Holder Overfunded Amount is addressed in the

immediately preceding paragraph. In the event that the funds received by the Syndication Agent from any Eligible Holder (or its DIP Syndication Designees) are less than the Funding Amount validly elected to be provided by such Eligible Holder in such Eligible Holder's Election Form(s) and, as a result thereof, such Eligible Holder is treated as if it irrevocably relinquished and waived its right to participate in the DIP Syndication with respect to all of its Election Rights and the DIP Loans that such Eligible Holder had purported to elect to provide pursuant to its Election Form(s) constitute part of the Undersubscription Amount, then the Syndication Agent shall return such funds to (or at the direction of) such Eligible Holder as soon as reasonably practicable after the Closing Date, but in any event within five Business Days after the Closing Date.

Upon the earlier of (i) the occurrence of a Termination Event and (ii) the date that is five Business Days after the Election Deadline Date, all Existing Notes that participated in the DIP Syndication and were successfully tendered into ATOP, shall be returned to their original Target CUSIP(s) as soon as practicable following the earlier date (but in no event later than five Business Days after such earlier date).

5. DIP Syndication Designees

An Eligible Holder shall have the right to designate any other Person that is (i) a "qualified institutional buyer" as defined in Rule 144A, (ii) an institutional "accredited investor" as defined in Rule 501(a), or (iii) a "non-U.S. Person" as defined in Rule 902 of Regulation S, in each case as promulgated under the Securities Act, that is not a natural person (any such designated Person, a "DIP Syndication Designee") to provide or have registered in its name some or all of the DIP Loans that such Eligible Holder elects to provide pursuant to the exercise of its Election Rights. To make any such designation, an Eligible Holder must properly complete the "Designee Information" portion of the applicable Election Form(s) and deliver to the Syndication Agent properly completed and duly executed copies of all signature pages, questionnaires, forms, certificates, instruments, agreements and other documents that are required to be completed and executed by the applicable DIP Syndication Designee (as specified in the "Designee Information" portion of the applicable Election Form(s)). An Eligible Holder can make any such designation at any time prior to 5:00 p.m., Eastern Time, on the third Business Day prior to the Closing Date (the "Designation Deadline"); provided, that any such designation that is made by an Eligible Holder after the Election Deadline shall only apply to DIP Loans that will be provided pursuant to Election Rights that were validly exercised at or prior to the Election Deadline. If any such designation made by an Eligible Holder applies to any DIP Loans that will be provided pursuant to Election Rights that were validly exercised prior to the time such designation is made, then the Eligible Holder shall submit a new Election Form that entirely supersedes and replaces the previously delivered Election Form pursuant to which such Election Rights were exercised; provided, that such new Election Form shall not make any changes to such previously delivered Election Form other than changes to the "Designee Information" portion of such previously delivered Election Form.

If an Eligible Holder validly designates a DIP Syndication Designee to provide any of the DIP Loans that such Eligible Holder elects to provide pursuant to the exercise of its Election Rights, then such DIP Syndication Designee shall be permitted to fund on behalf of such Eligible Holder the Electing Holder Initial Funding Amount or the Funding Amount, as applicable, of such

Eligible Holder (or any portion thereof). Notwithstanding any designation of a DIP Syndication Designee to provide any of the DIP Loans that an Eligible Holder elects to provide pursuant to the exercise of its Election Rights, such Eligible Holder remains obligated to fund, or cause to be funded, such DIP Loans no later than the applicable Funding Deadline.

An Eligible Holder will not be required pursuant to these DIP Election Procedures (or any Election Form) to execute and deliver signature pages to the DIP Credit Agreement, and the certifications an Eligible Holder provides in Item 8 of the Election Forms as applicable to the DIP Credit Agreement (or signature pages thereto) shall not apply, if, as a result of such Eligible Holder's designation of one or more DIP Syndication Designees, no DIP Loans will be registered in the name of such Eligible Holder.

6. Validity of Exercise of Election Rights

All questions concerning the timeliness, viability, form, and eligibility of any exercise of Election Rights will be reasonably determined by the Debtors, in consultation with the Initial DIP Commitment Parties. Except as otherwise provided herein, the Debtors, in consultation with the Initial DIP Commitment Parties, may waive or reject any defect or irregularity in (or permit such defect or irregularity to be corrected within such time as they may reasonably determine) the purported exercise of any Election Rights. Except as otherwise provided herein, Election Forms will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors reasonably determine, in consultation with the Initial DIP Commitment Parties. The terms of this paragraph shall apply equally and in the same manner to DIP Syndication Designees, to the extent applicable.

Except as set forth herein, and subject to any rights of the DIP Commitment Parties under the DIP Commitment Letter, all calculations, including, to the extent applicable, the calculation of (a) the DIP Loans that an Eligible Holder can elect to provide by timely and validly exercising its Election Rights in the DIP Syndication, and (b) any Eligible Holder's Funding Amount, shall be reasonably determined by the Debtors, in consultation with the Initial DIP Commitment Parties.

7. Bulk Tenders

With respect to Eligible Holders who hold Existing Notes, Nominees must submit instructions on account of each Eligible Holder separately. "Bulk Tenders" via ATOP are not permitted and will be rejected.

8. DTC

All of the Existing Notes are held in book-entry form in accordance with the practices and procedures of DTC. The Debtors intend to comply with the practices and procedures of DTC for the purpose of conducting the DIP Syndication, and, subject to compliance with Section 9 of this Annex B, these DIP Election Procedures will be deemed appropriately modified to achieve such compliance.

9. Modification of Procedures

With the prior written consent of the Required DIP Commitment Parties, the Debtors reserve the right to modify these DIP Election Procedures or adopt additional procedures to effectuate the DIP Syndication; provided, that the Debtors shall provide prompt written notice to the Eligible Holders, distributed through the Syndication Agent, of any material modification to these DIP Election Procedures made after the Election Commencement Date. In so doing, and subject to the prior written consent of the Required DIP Commitment Parties, the Debtors may execute and enter into agreements and take further action that the Debtors reasonably determine are necessary and appropriate to effectuate and implement the DIP Syndication.

The Debtors shall reserve the right to confirm that any participant in the DIP Syndication is in fact an Eligible Holder, a DIP Commitment Related Party, an Initial DIP Commitment Party, or a DIP Syndication Designee, including, but not limited to, requiring additional certifications by such participant to that effect and other diligence measures, if any, as the Debtors deem reasonably necessary.

10. Inquiries; Syndication Agent

Eligible Holders should carefully read and strictly follow these DIP Election Procedures, the DIP Election Instructions and the applicable Election Form(s).

Questions relating to the DIP Syndication should be directed to the Syndication Agent via email to DSGIssuerServices@is.krroll.com.

The risk of non-delivery or receipt by the Syndication Agent of all documents and payments is borne by the Eligible Holder electing to exercise its Election Rights and not the Debtors, the Syndication Agent, or the DIP Commitment Parties.

13. Failure to Exercise Election Rights

Unexercised (including invalidly exercised) Election Rights will be relinquished following the Election Deadline. If, on or prior to the Election Deadline, the Syndication Agent for any reason does not receive from an Eligible Holder a properly completed and duly executed Election Form with respect to any Election Rights (together with properly completed and duly executed signature pages to the Execution Documents, an Eligible Holder Certificate, the KYC Documents, and an IRS Form W-9 or an appropriate IRS Form W-8, as applicable), such Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the DIP Syndication with respect to such Election Rights. Further, subject to the other terms of these DIP Election Procedures, if an Eligible Holder has not funded, or cause to be funded, such Eligible Holder's Electing Holder Initial Funding Amount or Funding Amount, as applicable, by the applicable Funding Deadline, then such Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the DIP Syndication with respect to all of its Election Rights.

Subject to the other terms of these DIP Election Procedures, any attempt to exercise Election Rights after the Election Deadline shall be null and void and the Debtors shall not be obligated to honor any such purported exercise received by the Syndication Agent after the Election Deadline regardless of when the documents or funds relating thereto were sent.

The method of delivery of the Election Forms and any other required documents is at each Eligible Holder's and Nominee's option and sole risk, and delivery will be considered made only when *actually received* by the Syndication Agent no later than the Election Deadline. The only valid method of delivery is via the Syndication Agents electronic portal. The portal can be found under the "Quick Links" section of the case website (<https://cases.ra.kroll.com/DSG/Home-Index>) titled "Submit DIP Syndication Materials." In all cases, an Eligible Holder and Nominee should allow sufficient time to ensure timely delivery by the Election Deadline.

<p>The Election Deadline is 5:00 p.m., Eastern Time, on February 13, 2024. All Eligible Holders that are not DIP Commitment Related Parties must fund, or cause to be funded, their respective Electing Holder Initial Funding Amounts no later than the Electing Holder Funding Deadline. All Eligible Holders that are DIP Commitment Related Parties must fund, or cause to be funded, their respective Funding Amounts no later than the DIP Commitment Related Party Funding Deadline.</p>
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ANNEX C

DIP ELECTION INSTRUCTIONS

[See Attached]

DIP ELECTION INSTRUCTIONS¹

To validly exercise Election Rights, you must follow the instructions set out below:

1. **Insert** the principal amount of Existing Loans and/or Existing Notes that you hold in the corresponding fields in Item 1 of your Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable.

If you hold Existing Loans and you do not know the principal amount of your Existing Loans, please contact the administrative agent for the applicable Existing Loans immediately. If you hold Existing Notes and you do not know the principal amount of your Existing Notes, please contact your Nominee(s) immediately. If you hold Existing Notes and intend to exercise your Election Rights with respect to your Existing Notes, you must provide instructions to your Nominee(s) to submit all of your Existing Notes underlying the Election Rights that you intend to exercise into the appropriate contra CUSIP via DTC's ATOP.

2. **Complete** the calculation in Item 2 of your Lender Election Form and/or your Noteholder Beneficial Owner Election Form, as applicable, which calculates the aggregate principal amount of DIP Loans that you are entitled to elect to provide in respect of each of your Existing Loans or Existing Notes, as applicable, reflected in such Election Form.
3. **Complete** the calculation in Item 3 of your Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable, which calculates the maximum aggregate principal amount of DIP Loans that you are entitled to elect to provide in respect of all of your Existing Loans or Existing Notes, as applicable, reflected in such Election Form.
4. **Complete** the calculation in the table in Item 4 of your Noteholder Beneficial Owner Election Form (if you hold Existing Notes) by filling out the amounts of Existing Notes you intend to tender to exercise the Election Rights under each applicable CUSIP and then calculating the aggregate principal amount of DIP Loans that you are entitled to elect to provide in respect of the Existing Notes you intend to tender as reflected in the table in Item 4, and complete the election in Item 4 of your Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable, which specifies the aggregate principal amount of DIP Loans you elect to provide in respect of all of your Existing Loans or your tendered Existing Notes, as applicable, reflected in such Election Form.
5. **For Electing Holders who hold Existing Notes ONLY, instruct** your Nominee(s) to electronically deliver via ATOP your Existing Notes underlying the Election Rights which you intend to exercise to the appropriate contra CUSIP established by DTC by the Election Deadline and coordinate with your Nominee to complete the table in Item 4 of your

¹ Capitalized terms used in these DIP Election Instructions and not defined herein shall have the meanings given to such terms in the DIP Election Procedures to which these DIP Election Instructions are attached as Annex C thereto (the "DIP Election Procedures") or, if any such term is not defined in the DIP Election Procedures, the meaning given to such term in the Restructuring Support Agreement (as defined in the DIP Election Procedures).

Noteholder Beneficial Owner Election Form to provide evidence of such electronic delivery.

6. **Complete** the calculation and election in Item 5 of your Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable, if you are eligible and desire to make an Oversubscription Offer. Only Electing Holders who elect to provide DIP Loans on account of all of their respective Junior Debt Claims in an aggregate principal amount equal to their respective Maximum Amount are eligible to make an Oversubscription Offer.
7. **Complete** the election in Item 7 of your Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable, if you require a fronting arrangement for the payment of all (or any portion) of your Funding Amount.
8. **Read, complete, and sign** the certification in Item 8 of your Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable.
9. **For DIP Commitment Parties and their Affiliates ONLY, confirm** that you are either an Initial DIP Commitment Party (or an Affiliate of any of the Initial DIP Commitment Parties) or an Additional DIP Commitment Party (or an Affiliate of any of the Additional DIP Commitment Parties) (in each case, a “DIP Commitment Related Party”) by checking the relevant box in Item 9 of your Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable. If you are a DIP Commitment Related Party, you must complete the DIP Commitment Related Party Addendum which is attached to your Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable, and submit the DIP Commitment Related Party Addendum to the Syndication Agent.
10. **Complete** the registration information in Item 10 of your Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable.
11. **Complete** the wire payment and delivery instructions for refunds in Item 11 of your Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable.
12. **Complete** the DIP Syndication Designee information, if applicable, in Item 12 of your Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable.
13. **Read, complete, and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete, and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
14. **Return** your properly completed and duly executed Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable (each with accompanying properly completed and duly executed signature pages to the Execution Documents, an Eligible Holder Certificate, the KYC Documents, and an IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Syndication Agent prior to the Election Deadline or, for Electing Holders who hold Existing Notes, to your Nominee(s) in sufficient time to allow your Nominee(s) to process your instructions and prepare and deliver your Noteholder Beneficial Owner Election Form (each with accompanying properly completed and duly executed signature pages to the Execution Documents, an Eligible Holder Certificate, the

KYC Documents, and an IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Syndication Agent (or otherwise follow the instructions of your Nominee(s)) prior to the Election Deadline.

15. **Arrange for full payment** by the applicable Funding Deadline of your (a) DIP Election Amount, (b) Oversubscription Offer Amount (if you are not a DIP Commitment Related Party) or Final Oversubscription Commitment Amount (if you are a DIP Commitment Related Party) (in each case, if applicable), and (c) the Backstop Amount (if applicable) to the Syndication Agent by wire transfer of immediately available funds in accordance with the wire instructions in Item 6 of your Lender Election Form and/or Noteholder Beneficial Owner Election Form, as applicable.
16. **Please note that the delivery to the Syndication Agent of an Eligible Holder's executed Election Form(s) (including the elections set forth therein) and executed signature pages to the Execution Documents shall be irrevocable unless the Restructuring Support Agreement or the DIP Commitment Letter are terminated in accordance with their terms or the Restructuring Support Agreement or the DIP Commitment Letter would have terminated in accordance with their respective terms but for the automatic stay of section 362 of the Bankruptcy Code. The Execution Documents may be modified or changed after the date hereof and prior to the Closing Date in accordance with the terms and conditions of the Restructuring Support Agreement and the DIP Commitment Letter. If any of the Execution Documents is modified or changed after the date hereof and prior to the Closing Date, then the Debtors will use reasonable efforts to notify Eligible Holders in writing of such modification or change; provided, however, that no such modification or change shall permit an Eligible Holder to revoke its executed and delivered Election Form(s) (including the elections set forth therein) and signature pages to the Execution Documents (all of which shall remain irrevocable, except as set forth above). The terms of this paragraph shall apply equally and in the same manner to DIP Syndication Designees, to the extent applicable.**

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EXHIBIT A

LENDER ELECTION FORM

[See Attached]

**LENDER ELECTION FORM
FOR DIP SYNDICATION¹**

**FOR USE BY HOLDERS OF
EXISTING LOANS**

**IN CONNECTION WITH THE DEBTORS'
DIP ELECTION PROCEDURES DATED JANUARY 25, 2024**

The Election Deadline is 5:00 p.m. (Eastern Time) on February 13, 2024, unless otherwise extended pursuant to the terms of the DIP Election Procedures.

The delivery to the Syndication Agent of an Eligible Holder's executed Election Form(s) (including the elections set forth therein) and executed signature pages to the Execution Documents shall be irrevocable unless the Restructuring Support Agreement or the DIP Commitment Letter are terminated in accordance with their terms or the Restructuring Support Agreement or the DIP Commitment Letter would have terminated in accordance with their respective terms but for the automatic stay of section 362 of the Bankruptcy Code. The Execution Documents may be modified or changed after the date hereof and prior to the Closing Date in accordance with the terms and conditions of the Restructuring Support Agreement and the DIP Commitment Letter. If any of the Execution Documents is modified or changed after the date hereof and prior to the Closing Date, then the Debtors will use reasonable efforts to notify Eligible Holders in writing of such modification or change; provided, however, that no such modification or change shall permit an Eligible Holder to revoke its executed and delivered Election Form(s) (including the elections set forth therein) and signature pages to the Execution Documents (all of which shall remain irrevocable, except as set forth above). The terms of this paragraph shall apply equally and in the same manner to DIP Syndication Designees, to the extent applicable.

To validly exercise Election Rights with respect to the Existing Loans, each Eligible Holder of the underlying Existing Loans, as reflected on the registers maintained by the respective administrative agents of the Existing Loans on the Election Deadline Date, must:

(a) deliver (i) a properly completed and duly executed Lender Election Form pursuant to the DIP Election Instructions, (ii) properly completed and duly executed signature pages to each of the Execution Documents, (iii) a duly executed Eligible Holder Certificate, (iv) properly completed and duly executed KYC Documents, and (v) a properly completed and duly executed IRS Form W-9 or an appropriate IRS Form W-8, as applicable, in each case to the Syndication Agent so that all of the foregoing are *actually received* by the Syndication Agent no later than the Election Deadline; and

(b) (i) if such Eligible Holder is not a DIP Commitment Related Party, fund, or cause to be funded, such Eligible Holder's Electing Holder Initial Funding Amount into

¹ Capitalized terms used in this Lender Election Form and not defined herein shall have the meanings given to such terms in the DIP Election Procedures to which this Lender Election Form is attached as an exhibit to Annex C thereto (the "DIP Election Procedures") or, if any such term is not defined in the DIP Election Procedures, the meaning given to such term in the Restructuring Support Agreement (as defined in the DIP Election Procedures).

the Segregated Account by wire transfer of immediately available funds in accordance with the instructions included in this Lender Election Form so that such Electing Holder Initial Funding Amount is *actually received* by the Syndication Agent no later than the Electing Holder Funding Deadline and (ii) if such Eligible Holder is a DIP Commitment Related Party, fund, or cause to be funded, such Eligible Holder's Funding Amount into the Segregated Account by wire transfer of immediately available funds in accordance with the instructions included in this Lender Election Form so that such Funding Amount is *actually received* by the Syndication Agent no later than the DIP Commitment Related Party Funding Deadline.

The Election Rights will not be detachable or otherwise transferable separately from the underlying Existing Loans. Rather, the Election Rights, together with the underlying Existing Loans with respect to which such Election Rights were allocated, will trade together, and will be evidenced by the underlying Existing Loans until the Election Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Existing Loans.

The offering, issuance and/or distribution of any Subject Securities shall be exempt from registration requirements under the Securities Act, or any state or local law requiring registration for offer, sale or distribution of a security, in reliance upon the exemption provided in section 1145(a) of the Bankruptcy Code to the maximum extent permitted by law, or, if section 1145(a) of the Bankruptcy Code is not available, then such Subject Securities are being offered, issued and/or distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that any Subject Securities are offered, issued and/or distributed under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such Subject Securities may be resold by the holders thereof without registration unless the holder is an "underwriter" (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such Subject Securities.

Eligible Holders that are DIP Commitment Related Parties must arrange for the DIP Commitment Related Party Addendum to be completed and returned to the Syndication Agent no later than the Electing Holder Funding Deadline.

Please note that you are responsible for all calculations made pursuant to this Lender Election Form.

Please refer to the DIP Election Procedures for details on your entitlement to elect to provide DIP Loans to the extent you participate in the DIP Syndication.

If you have any questions, please contact the Syndication Agent at the following phone number or email address: 877-720-6635 (domestic toll-free) or 646-440-4763 (for international calls) or DSGissuerservices@is.kroll.com. To obtain copies of the DIP Election Procedures (including the DIP Election Instructions and the Election Forms) and the Execution Documents, please visit <https://cases.ra.kroll.com/DSG/Home-Index>.

SUBJECT TO THE TERMS AND CONDITIONS OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DIP COMMITMENT LETTER, AND THE DIP ELECTION PROCEDURES, ALL ELECTIONS SET FORTH IN THIS LENDER ELECTION FORM ARE IRREVOCABLE AND WITHDRAWALS WILL NOT BE PERMITTED.

To validly exercise Election Rights, fill out all Items in this Lender Election Form completely and legibly.

Once completed, you must return this Lender Election Form to the Syndication Agent no later than the Election Deadline.

PLEASE RETURN THIS LENDER ELECTION FORM ONLY TO THE SYNDICATION AGENT BY THE ELECTION DEADLINE. PLEASE NOTE, THE ONLY VALID METHOD OF SUBMISSION IS VIA THE SYNDICATION AGENTS ELECTRONIC PORTAL. THE LINK TO THE ELECTRONIC PORTAL CAN BE FOUND UNDER THE “QUICK LINKS” SECTION OF THE CASE WEBSITE (<https://cases.ra.kroll.com/DSG/Home-Index>) TITLED “SUBMIT DIP SYNDICATION MATERIALS”. EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.

The method of delivery of the Lender Election Form and any other required documents is at each Electing Holder’s option and sole risk.

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Item 1. Amount of Existing Loans.

The undersigned (the “undersigned” or “you”) hereby certifies that, as of the Election Deadline Date, the undersigned holds the following aggregate principal amount of Existing Loans (the “Existing Loans Principal Amount”):

Existing Loans (Aggregate Principal Amount of Existing Loans)	
Second Lien Revolving Loans	\$ _____ [1A]
Second Lien Term Loans	\$ _____ [1B]
Third Lien Term Loans	\$ _____ [1C]

Your Existing Loans Principal Amount should not include accrued and unpaid interest on your Existing Loans. Accrued and unpaid interest on your Existing Loans as of the Petition Date is accounted for in the multiplier set forth in the table in Item 2 below. If you do not know the principal amount of any of your Existing Loans, please contact the administrative agent for the applicable Existing Loans immediately.

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Item 2. Principal Amount of DIP Loans.

You are entitled to elect to provide DIP Loans in respect of each class of your Existing Loans in an aggregate principal amount equal to the product of (a) the aggregate principal amount of such class of Existing Loans as of the Election Deadline Date (as set forth in Item 1 above) and (b) the multiplier applicable to such class of Existing Loans set forth in the table below in this Item 2. Each of the Second Lien Revolving Loans, the Second Lien Term Loans, and the Third Lien Term Loans is a separate “class” of Existing Loans.

The aggregate principal amount of DIP Loans that you are entitled to elect to provide in respect of each class of your Existing Loans is calculated as follows:

Existing Loans Principal Amount		Multiplier		Principal Amount of DIP Loans
<hr/> (Insert Aggregate Principal Amount of Second Lien Revolving Loans from <u>Item 1</u> above [1A])	X	0.054043648	=	<hr/> [2A] (Principal Amount of DIP Loans) (Rounded down to nearest whole number)
<hr/> (Insert Aggregate Principal Amount of Second Lien Term Loans from <u>Item 1</u> above [1B])	X	0.054170592	=	<hr/> [2B] (Principal Amount of DIP Loans) (Rounded down to nearest whole number)
<hr/> (Insert Aggregate Principal Amount of Third Lien Term Loans from <u>Item 1</u> above [1C])	X	0.054159204	=	<hr/> [2C] (Principal Amount of DIP Loans) (Rounded down to nearest whole number)

Item 3. Calculation of Specified Maximum Amount.

The maximum aggregate principal amount of DIP Loans that you are entitled to elect to provide in respect of all of your Existing Loans reflected in Item 2 above (the “Specified Maximum Amount”) is equal to the sum of the calculations in Item 2 calculated as follows:

<p>Specified Maximum Amount: _____ <div style="text-align: center;">[2A] + [2B] + [2C]</div></p>
--

Item 4. Specified DIP Election Amount.

The undersigned hereby elects to provide DIP Loans, in respect of the undersigned’s Existing Loans reflected in Item 1 above, in an aggregate principal amount equal to \$_____ (such amount not to exceed the Specified Maximum Amount from Item 3 above) (the “Specified DIP Election Amount”), on the terms and subject to the conditions set forth in the DIP Election Procedures. **Please note that the foregoing election is an irrevocable election, subject to the terms and conditions contained in the DIP Election Procedures.**

Item 5. Oversubscription Privilege.

If the undersigned elects to provide DIP Loans on account of all of its Junior Debt Claims in an aggregate principal amount equal to the undersigned’s Maximum Amount, then the undersigned shall have the right to offer to make additional DIP Loans in an aggregate principal amount up to the Undersubscription Amount by specifying an amount in an Election Form up to the amount equal to \$450,000,000 minus your Maximum Amount (the “Oversubscription Amount”).

Please note that your Maximum Amount is equal to the sum of each “Specified Maximum Amount” calculated in Item 3 of each of your Election Forms.

Your Oversubscription Amount is calculated as follows:

\$450,000,000	-	\$ _____ (Maximum Amount)	=	\$ _____ (Oversubscription Amount)
---------------	---	------------------------------	---	---------------------------------------

The undersigned hereby elects to make an Oversubscription Offer in an aggregate principal amount equal to \$_____ (such amount not to exceed the Oversubscription Amount from this Item 5) (the “Oversubscription Offer Amount”), on the terms and subject to the conditions set forth in the DIP Election Procedures. If you make an Oversubscription Offer in more than one Election Form, then the highest Oversubscription Offer made by you in such

Election Forms shall be deemed to be the Oversubscription Offer made by you and the other Oversubscription Offers shall be disregarded.

Please note that the foregoing election is an irrevocable election, subject to the immediately preceding sentence and the terms and conditions contained in the DIP Election Procedures.

Item 6. Payment and Delivery Instructions.

The undersigned must fund, or cause to be funded, (a) its Specified DIP Election Amount, (b) its Oversubscription Offer Amount (if you are not a DIP Commitment Related Party) or Final Oversubscription Commitment Amount (if you are a DIP Commitment Related Party), and (c) the Backstop Amount (if applicable) to the Syndication Agent by wire transfer of immediately available funds in accordance with the following wire instructions no later than the applicable Funding Deadline:

Domestic/International wire:

Account Name:	Kroll Restructuring Administration LLC as Agent for Diamond Sports Group, LLC DIP Syndication Account
Bank Account No.:	6881926870
SWIFT No.:	CITIUS33
Bank Name:	Citibank NA
Bank Address:	153 East 53rd Street, 23rd Floor, New York, New York 10022
Routing Number:	021000089

Item 7. Fronting.

Check here if you intend to utilize a fronting arrangement to facilitate the payment of all (or any portion) of your Funding Amount:

Item 8. Certification.

The undersigned hereby certifies that it (i) is the holder of the Existing Loans set forth in Item 1 above or the authorized signatory (the “Authorized Signatory”) of the Eligible Holder of such Existing Loans acting on behalf of such Eligible Holder, (ii) is entitled to participate in the DIP Syndication, (iii) has reviewed a copy of the DIP Election Procedures (including the DIP Election Instructions attached thereto as Annex C) and other applicable materials, and (iv) understands that the exercise of the Election Rights is subject to all of the terms and conditions set forth in the DIP Election Procedures.

Please provide your completed Lender Election Form to the Syndication Agent by the Election Deadline. By electing for the Specified DIP Election Amount shown in Item 4 above and, if

applicable, making an Oversubscription Offer shown in Item 5 above, the undersigned (or the Authorized Signatory acting on behalf of the applicable Eligible Holder) acknowledges that payment of the undersigned's Funding Amount must be made by the undersigned by the applicable Funding Deadline.

Date: _____

Name of Eligible Holder: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

Item 9. DIP Commitment Related Party Representation.

(This section is only for DIP Commitment Related Parties, each of whom is aware of its status as a DIP Commitment Related Party. If you are a DIP Commitment Related Party, a fully completed DIP Commitment Related Party Addendum MUST be provided along with your Lender Election Form. A DIP Commitment Related Party Addendum is attached to this Lender Election Form, and the DIP Commitment Related Party is responsible for forwarding it to the Syndication Agent to confirm that payment does not have to be made prior to the DIP Commitment Related Party Funding Deadline.)

CHECK ONLY ONE OF THE FOLLOWING:

- I am an Initial DIP Commitment Party identified in the DIP Commitment Letter or an Affiliate of any of the Initial DIP Commitment Parties identified in the DIP Commitment Letter, and the DIP Commitment Related Party Addendum has been included with my Election Form.

- I am an Additional DIP Commitment Party identified in the DIP Commitment Letter or an Affiliate of any of the Additional DIP Commitment Parties identified in the DIP Commitment Letter, and the DIP Commitment Related Party Addendum has been included with my Election Form and provided to my Nominee.

Item 10. Registration Information.

The Debtors intend that the DIP Loans will be reflected on a register maintained by the administrative agent for the DIP Credit Agreement.

Please indicate on the lines provided below the name of the Eligible Holder in whose name the DIP Loans should be registered and the other information called for by the lines provided below, as well as the "account type" for the Eligible Holder.

If the Eligible Holder is designating any DIP Syndication Designee to receive DIP Loans, please complete Item 12 below. Any amount of DIP Loans that is registered in the name of a DIP Syndication Designee (as specified in Item 12 below) will reduce the amount of DIP Loans that would otherwise be registered in the name of the Eligible Holder.

It is strongly recommended that the below information be typed to ensure that it is legible.

Registration Name: _____

Address: _____

City, State, Postal Code: _____

Telephone: _____

Email: _____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN)

Please indicate account type:

- TRUST ACCOUNT
- JOINT TENANTS IN COMMON
- PARTNERSHIP
- S-CORPORATION
- BANK
- BROKER
- NOMINEE
- CORPORATION
- NON-PROFIT ORGANIZATION

Item 11. Refund Information.

Please use the chart below to provide the Syndication Agent with the appropriate wire information to refund any (or all) of your Funding Amount in the event such a refund is necessary (including the refund of any Electing Holder Overfunded Amount). Please be aware that refunds will be issued in accordance with the DIP Election Procedures. Please insert any For Further Credit details in the reference section(s).

Beneficiary Name:	(34 Character Limit)
Bank Account No.:	(40 Character Limit)
ABA/Routing No.:	
Bank Name:	

Reference 1:	(35 Character Limit)
Reference 2:	(35 Character Limit)
Reference 3:	(35 Character Limit)

Item 12. DIP Syndication Designee Information.

Please complete **ONLY** if the DIP Loans are to be registered in the name of a DIP Syndication Designee. Any such DIP Syndication Designee must also deliver a properly completed and duly executed (a) signature page to the DIP Credit Agreement, (b) Eligible Holder Certificate, (c) KYC Documents, (d) IRS Form W-9 or appropriate IRS Form W-8, as applicable, and (e) if such DIP Syndication Designee holds any Company Claims/Interests and is not a party to the Restructuring Support Agreement, signature page to a joinder to the Restructuring Support Agreement.

(a) Amount of Designation.²

Percentage of DIP Loans:³ _____

(b) DIP Syndication Designee Registration Information.

Please indicate on the lines provided below the name of the DIP Syndication Designee in whose name the percentage of DIP Loans identified above should be registered and the other information called for by the lines provided below, as well as the “account type” for the DIP Syndication Designee. It is strongly recommended that the below information be typed to ensure that it is legible.

Registration Name: _____

Address: _____

City, State, Postal Code: _____

Telephone: _____

Email: _____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN)

TRUST ACCOUNT

JOINT TENANTS IN COMMON

PARTNERSHIP

² To the extent there is more than one DIP Syndication Designee, please attach a separate sheet with the information required under Item 12.

³ The percentage of DIP Loans to be registered in the name of the DIP Syndication Designee will take into account all DIP Loans to be received by the undersigned pursuant to all Election Forms that are validly submitted by the undersigned.

- S-CORPORATION
- BANK
- BROKER
- NOMINEE
- CORPORATION
- NON-PROFIT ORGANIZATION

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DIP COMMITMENT RELATED PARTY ADDENDUM¹

The undersigned certifies that the undersigned is either a DIP Commitment Party or an Affiliate of a DIP Commitment Party (either, a “DIP Commitment Related Party”) and, therefore, is not required to submit payment of its Funding Amount in connection with the DIP Syndication prior to the DIP Commitment Related Party Funding Deadline. An Electing Holder that is a DIP Commitment Related Party must provide payment of its Funding Amount by the DIP Commitment Related Party Funding Deadline. If you are a DIP Commitment Related Party, please submit a properly executed DIP Commitment Related Party Addendum along with the Lender Election Form.

IN WITNESS WHEREOF, the undersigned has executed this DIP Commitment Related Party Addendum on and as of the ____ day of _____, 2024.

If an Entity:

Name of Entity: _____

Signature: _____

By: _____

Its: _____

Address: _____

City, State, Postal Code: _____

Telephone: _____

E-mail: _____

US Tax ID/EIN: _____

OR Check here if non-US (no TIN)

¹ Capitalized terms used in this DIP Commitment Related Party Addendum and not defined herein shall have the meanings given to such terms in the DIP Election Procedures to which this DIP Commitment Related Party Addendum is attached as part of an exhibit to Annex C thereto (the “DIP Election Procedures”) or, if any such term is not defined in the DIP Election Procedures, the meaning given to such term in the Restructuring Support Agreement (as defined in the DIP Election Procedures).

EXHIBIT B

NOTEHOLDER BENEFICIAL OWNER ELECTION FORM

[See Attached]

**NOTEHOLDER BENEFICIAL OWNER ELECTION FORM
FOR DIP SYNDICATION¹**

**FOR USE BY HOLDERS OF
EXISTING NOTES**

**IN CONNECTION WITH THE DEBTORS'
DIP ELECTION PROCEDURES DATED JANUARY 25, 2024**

The Election Deadline is 5:00 p.m. (Eastern Time) on February 13, 2024, unless otherwise extended pursuant to the terms of the DIP Election Procedures.

The delivery to the Syndication Agent of an Eligible Holder's executed Election Form(s) (including the elections set forth therein) and executed signature pages to the Execution Documents shall be irrevocable unless the Restructuring Support Agreement or the DIP Commitment Letter are terminated in accordance with their terms or the Restructuring Support Agreement or the DIP Commitment Letter would have terminated in accordance with their respective terms but for the automatic stay of section 362 of the Bankruptcy Code. The Execution Documents may be modified or changed after the date hereof and prior to the Closing Date in accordance with the terms and conditions of the Restructuring Support Agreement and the DIP Commitment Letter. If any of the Execution Documents is modified or changed after the date hereof and prior to the Closing Date, then the Debtors will use reasonable efforts to notify Eligible Holders in writing of such modification or change; provided, however, that no such modification or change shall permit an Eligible Holder to revoke its executed and delivered Election Form(s) (including the elections set forth therein) and signature pages to the Execution Documents (all of which shall remain irrevocable, except as set forth above). The terms of this paragraph shall apply equally and in the same manner to DIP Syndication Designees, to the extent applicable.

To validly exercise Election Rights with respect to the Existing Notes, each Eligible Holder of the underlying Existing Notes, as of the Election Deadline Date, must:

(a) deliver (i) a properly completed and duly executed Noteholder Beneficial Owner Election Form pursuant to the DIP Election Instructions, (ii) properly completed and duly executed signature pages to each of the Execution Documents, (iii) a duly executed Eligible Holder Certificate, (iv) properly completed and duly executed KYC Documents, and (v) a properly completed and duly executed IRS Form W-9 or an appropriate IRS Form W-8, as applicable, in each case to its Nominee(s) (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to the Syndication Agent so that all of the foregoing are *actually received* by the Syndication Agent no later than the Election Deadline;

¹ Capitalized terms used in this Noteholder Beneficial Owner Election Form and not defined herein shall have the meanings given to such terms in the DIP Election Procedures to which this Noteholder Beneficial Owner Election Form is attached as an exhibit to Annex C thereto (the "DIP Election Procedures") or, if any such term is not defined in the DIP Election Procedures, the meaning given to such term in the Restructuring Support Agreement (as defined in the DIP Election Procedures).

(b) instruct its Nominee(s) to electronically deliver (or cause to be delivered) such Existing Notes to the appropriate contra CUSIP established by DTC for the DIP Syndication through the ATOP of DTC, so that such Existing Notes are received by the Election Deadline; and

(c) (i) if such Eligible Holder is not a DIP Commitment Related Party, fund, or cause to be funded, such Eligible Holder's Electing Holder Initial Funding Amount into the Segregated Account by wire transfer of immediately available funds in accordance with the instructions included in this Noteholder Beneficial Owner Election Form so that such Electing Holder Initial Funding Amount is *actually received* by the Syndication Agent no later than the Electing Holder Funding Deadline and (ii) if such Eligible Holder is a DIP Commitment Related Party, fund, or cause to be funded, such Eligible Holder's Funding Amount into the Segregated Account by wire transfer of immediately available funds in accordance with the instructions included in this Noteholder Beneficial Owner Election Form so that such Funding Amount is *actually received* by the Syndication Agent no later than the DIP Commitment Related Party Funding Deadline.

Eligible Holders may not aggregate positions held by different Nominees on a single Noteholder Beneficial Owner Election Form. If an Eligible Holder holds Existing Notes underlying the Election Rights that it wishes to exercise through multiple Nominees, it must complete, execute, and deliver a separate Noteholder Beneficial Owner Election Form with respect to each such Nominee. By instructing its Nominee(s) to submit the underlying Existing Notes through ATOP, the Eligible Holder is authorizing its Nominee(s) to exercise all Election Rights associated with the amount of Existing Notes as to which the instruction pertains.

The Election Rights will not be detachable or otherwise transferable separately from the underlying Existing Notes. Rather, the Election Rights, together with the underlying Existing Notes with respect to which such Election Rights were allocated, will trade together, and will be evidenced by the underlying Existing Notes until the Election Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Existing Notes. Existing Notes delivered/tendered into the appropriate contra CUSIP(s) via ATOP may not thereafter be transferred until such Existing Note(s) are returned to their original Target CUSIP(s), as soon as practicable following the expiration of the DIP Syndication event (February 13, 2024), which return shall be made no later than the date that is five Business Days after the earlier of (I) the Election Deadline Date and (II) the occurrence of a Termination Date.

The offering, issuance and/or distribution of any Subject Securities shall be exempt from registration requirements under the Securities Act, or any state or local law requiring registration for offer, sale or distribution of a security, in reliance upon the exemption provided in section 1145(a) of the Bankruptcy Code to the maximum extent permitted by law, or, if section 1145(a) of the Bankruptcy Code is not available, then such Subject Securities are being offered, issued and/or distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that any Subject Securities are offered, issued and/or distributed under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such

Subject Securities may be resold by the holders thereof without registration unless the holder is an “underwriter” (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such Subject Securities.

Eligible Holders that are DIP Commitment Related Parties must arrange for the DIP Commitment Related Party Addendum to be completed and returned to the Syndication Agent and their Nominee(s), in each case, no later than the Electing Holder Funding Deadline.

Please note that you are responsible for all calculations made pursuant to this Noteholder Beneficial Owner Election Form.

Please refer to the DIP Election Procedures for details on your entitlement to elect to provide DIP Loans to the extent you participate in the DIP Syndication.

If you have any questions, please contact the Syndication Agent at the following phone number or email address: 877-720-6635 (domestic toll-free) or 646-440-4763 (for international calls) or DSGissuerservices@is.kroll.com. To obtain copies of the DIP Election Procedures (including the DIP Election Instructions and the Election Forms) and the Execution Documents, please visit <https://cases.ra.kroll.com/DSG/Home-Index>.

SUBJECT TO THE TERMS AND CONDITIONS OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DIP COMMITMENT LETTER, AND THE DIP ELECTION PROCEDURES, ALL ELECTIONS SET FORTH IN THIS NOTEHOLDER BENEFICIAL OWNER ELECTION FORM ARE IRREVOCABLE AND WITHDRAWALS WILL NOT BE PERMITTED.

To validly exercise Election Rights, fill out all Items in this Noteholder Beneficial Owner Election Form completely and legibly and follow the instructions of your Nominee with respect to the submission of your instructions and documentation to the Nominee.

Once completed, you must return this Noteholder Beneficial Owner Election Form to your Nominee in accordance with your Nominee’s instructions in sufficient time for your Nominee to tender your Existing Notes underlying the Election Rights that you are exercising to an appropriate contra CUSIP established by the DTC through DTC’s ATOP system no later than the Election Deadline.

PLEASE RETURN THIS NOTEHOLDER BENEFICIAL OWNER ELECTION FORM ONLY TO YOUR NOMINEE. DO NOT RETURN THIS NOTEHOLDER BENEFICIAL OWNER ELECTION FORM DIRECTLY TO THE SYNDICATION AGENT, UNLESS YOUR NOMINEE HAS ALREADY TENDERED YOUR EXISTING NOTES THROUGH ATOP AND THE RELATED VOLUNTARY OFFERING INSTRUCTION (“VOI”) NUMBER(S) (IF APPLICABLE) ARE PROVIDED IN ITEM 4 OF THIS NOTEHOLDER BENEFICIAL OWNER ELECTION FORM.

THE SYNDICATION AGENT MUST BE IN RECEIPT OF THIS NOTEHOLDER BENEFICIAL OWNER ELECTION FORM BY THE ELECTION DEADLINE. PLEASE NOTE, THE ONLY VALID METHOD OF SUBMISSION IS VIA THE

SYNDICATION AGENTS ELECTRONIC PORTAL. THE LINK TO THE ELECTRONIC PORTAL CAN BE FOUND UNDER THE “QUICK LINKS” SECTION OF THE CASE WEBSITE (<https://cases.ra.kroll.com/DSG/Home-Index>) TITLED “SUBMIT DIP SYNDICATION MATERIALS”. EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.

The method of delivery of the Noteholder Beneficial Owner Election Form and any other required documents is at each Electing Holder’s option and sole risk. Each Electing Holder must ensure that its Nominee tenders its Existing Notes underlying the Election Rights that it is exercising at or prior to the Election Deadline.

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Item 1. Amount of Existing Notes.

The undersigned (the “undersigned” or “you”) hereby certifies that, as of the Election Deadline Date, the undersigned holds the following aggregate principal amount of Existing Notes (the “Existing Notes Principal Amount”):

Existing Notes (Aggregate Principal Amount of Existing Notes Held)		
Security Description	Target CUSIP	Principal Amount Held
5.375% Senior Secured Second Lien Notes due 2026 (REGS)	U2527JAD7	\$ _____ [1A]
5.375% Senior Secured Second Lien Notes due 2026 (144A)	25277LAF3	\$ _____ [1B]
5.375% Senior Secured Second Lien Notes due 2026 (AI)	25277LAG1	\$ _____ [1C]
5.375% Senior Secured Notes due 2026 (REGS)	U2527JAA3	\$ _____ [1D]
5.375% Senior Secured Notes due 2026 (144A)	25277LAA4	\$ _____ [1E]
5.375% Senior Secured Notes due 2026 (AI)	25277LAB2	\$ _____ [1F]
6.625% Senior Unsecured Notes due 2027 (REGS)	U2527JAB1	\$ _____ [1G]
6.625% Senior Unsecured Notes due 2027 (144A)	25277LAC0	\$ _____ [1H]
6.625% Senior Unsecured Notes due 2027 (AI)	25277LAD8	\$ _____ [1I]

Your Existing Notes Principal Amount should not include accrued and unpaid interest on your Existing Notes. Accrued and unpaid interest on your Existing Notes as of the Petition Date is accounted for in the multiplier set forth in the table in Item 2 below. If you do not know the principal amount of any of your Existing Notes, please contact your Nominee for the applicable

Existing Notes immediately. References in this Noteholder Beneficial Owner Election Form to your Existing Notes shall be and mean a reference to your Existing Notes set forth in this Item 1.

IMPORTANT NOTE: IF YOU HOLD YOUR EXISTING NOTES THROUGH MORE THAN ONE NOMINEE, YOU MUST COMPLETE AND RETURN A SEPARATE NOTEHOLDER BENEFICIAL OWNER ELECTION FORM TO EACH APPLICABLE NOMINEE. YOU MAY NOT AGGREGATE POSITIONS HELD BY DIFFERENT NOMINEES ON A SINGLE NOTEHOLDER BENEFICIAL OWNER ELECTION FORM.

Item 2. Principal Amount of DIP Loans.

You are entitled to elect to provide DIP Loans in respect of each class of your Existing Notes in an aggregate principal amount equal to the product of (a) the aggregate principal amount of such class of Existing Notes as of the Election Deadline Date (as set forth in Item 1 above) and (b) the multiplier applicable to such class of Existing Notes set forth in the table below in this Item 2. Each of the Second Lien Notes, the Third Lien Notes, and the Unsecured Notes is a separate “class” of Existing Notes.

The aggregate principal amount of DIP Loans that you are entitled to elect to provide in respect of each class of your Existing Notes is calculated as follows:

Existing Notes (Aggregate Principal Amount of Existing Notes Held and Principal Amount of DIP Loans)						
Security Description	Target CUSIP	Principal Amount Held		Multiplier		Maximum Principal Amount of DIP Loans
5.375% Senior Secured Second Lien Notes due 2026 (REGS)	U2527JAD7	\$ _____ [1A]	X	0.055081406	=	_____ [2A] (Rounded down to nearest whole number)
5.375% Senior Secured Second Lien Notes due 2026 (144A)	25277LAF3	\$ _____ [1B]	X	0.055081406	=	_____ [2B] (Rounded down to nearest whole number)
5.375% Senior Secured Second Lien Notes due 2026 (AI)	25277LAG1	\$ _____ [1C]	X	0.055081406	=	_____ [2C] (Rounded down to nearest whole number)
5.375% Senior Secured Notes due 2026 (REGS)	U2527JAA3	\$ _____ [1D]	X	0.055081405	=	_____ [2D] (Rounded down to nearest whole number)
5.375% Senior Secured Notes due 2026 (144A)	25277LAA4	\$ _____ [1E]	X	0.055081405	=	_____ [2E] (Rounded down to nearest whole number)

5.375% Senior Secured Notes due 2026 (AI)	25277LAB2	\$ _____ [1F]	X	0.055081405	=	_____ [2F] (Rounded down to nearest whole number)
6.625% Senior Unsecured Notes due 2027 (REGS)	U2527JAB1	\$ _____ [1G]	X	0.055462774	=	_____ [2G] (Rounded down to nearest whole number)
6.625% Senior Unsecured Notes due 2027 (144A)	25277LAC0	\$ _____ [1H]	X	0.055462774	=	_____ [2H] (Rounded down to nearest whole number)
6.625% Senior Unsecured Notes due 2027 (AI)	25277LAD8	\$ _____ [1I]	X	0.055462774	=	_____ [2I] (Rounded down to nearest whole number)

Item 3. Calculation of Specified Maximum Amount.

The maximum aggregate principal amount of DIP Loans that you are entitled to elect to provide in respect of all of your Existing Notes reflected in Item 2 above (the “Specified Maximum Amount”) is equal to the sum of the calculations in Item 2 above, calculated as follows:

<p>Specified Maximum Amount: _____ [2A] + [2B] + [2C] + [2D] + [2E] + [2F] + [2G] + [2H] + [2I]</p>
--

Item 4. Specified DIP Election Amount.

The undersigned hereby elects to provide DIP Loans, in respect of the undersigned’s Existing Notes reflected in Item 1 above, in an aggregate principal amount equal to \$ _____ (such amount not to exceed the Specified Maximum Amount from Item 3 above) (the “Specified DIP Election Amount”), on the terms and subject to the conditions set forth in the DIP Election Procedures. **Please note that the foregoing election is an irrevocable election, subject to the terms and conditions contained in the DIP Election Procedures.**

In the table below, insert the principal amount of each class of your Existing Notes underlying the Election Rights you are exercising and calculate the principal amount of DIP Loans you are electing to provide on account of such exercise with respect to each such class. The sum of [4A] + [4B] + [4C] + [4D] + [4E] + [4F] + [4G] + [4H] + [4I] below must equal your Specified DIP Election Amount. For purposes of participating in the DIP Syndication with respect to your Existing Notes, the minimum tender of Existing Notes underlying the Elections Rights that you are exercising is \$2,000 and in increments of \$1 thereafter.

The undersigned must direct its Nominee to electronically tender its Existing Notes in the principal amount(s) set forth below under the heading “Principal Amount Tendered” to the appropriate contra CUSIP via DTC’s ATOP in order to participate in the DIP Syndication with respect to the Election Rights underlying such Existing Notes. Nominees must tender Electing Holders’ Existing Notes on a per holder basis. Nominees may not submit bulk tender instructions.

Existing Notes (Aggregate Principal Amount of Existing Notes <u>Tendered</u> into ATOP)							
Security Description	Target CUSIP	Principal Amount Tendered		Multiplier		Maximum Principal Amount of DIP Loans	VOI Confirmation Number or Euroclear / Clearstream Reference Number
5.375% Senior Secured Second Lien Notes due 2026 (REGS)	U2527JAD7		X	0.055081406	=	$\frac{\quad}{\quad}$ [4A] (Rounded down to nearest whole number)	
5.375% Senior Secured Second Lien Notes due 2026 (144A)	25277LAF3		X	0.055081406	=	$\frac{\quad}{\quad}$ [4B] (Rounded down to nearest whole number)	
5.375% Senior Secured Second Lien Notes due 2026 (AI)	25277LAG1		X	0.055081406	=	$\frac{\quad}{\quad}$ [4C] (Rounded down to nearest whole number)	
5.375% Senior Secured Notes due 2026 (REGS)	U2527JAA3		X	0.055081405	=	$\frac{\quad}{\quad}$ [4D] (Rounded down to nearest whole number)	
5.375% Senior Secured Notes due 2026 (144A)	25277LAA4		X	0.055081405	=	$\frac{\quad}{\quad}$ [4E] (Rounded down to nearest whole number)	
5.375% Senior Secured Notes due 2026 (AI)	25277LAB2		X	0.055081405	=	$\frac{\quad}{\quad}$ [4F] (Rounded down to nearest whole number)	
6.625% Senior Unsecured Notes due 2027 (REGS)	U2527JAB1		X	0.055462774	=	$\frac{\quad}{\quad}$ [4G] (Rounded down to nearest whole number)	
6.625% Senior Unsecured Notes due 2027 (144A)	25277LAC0		X	0.055462774	=	$\frac{\quad}{\quad}$ [4H]	

						(Rounded down to nearest whole number)	
6.625% Senior Unsecured Notes due 2027 (AI)	25277LAD8		X	0.055462774	=	$\frac{[4I]}{[4I]}$ (Rounded down to nearest whole number)	

Item 5. Oversubscription Privilege.

If the undersigned elects to provide DIP Loans on account of **all** of its Junior Debt Claims in an aggregate principal amount equal to the undersigned’s Maximum Amount, then the undersigned shall have the right to offer to make additional DIP Loans in an aggregate principal amount up to the Undersubscription Amount by specifying an amount in an Election Form up to the amount equal to \$450,000,000 minus your Maximum Amount (the “Oversubscription Amount”).

Please note that your Maximum Amount is equal to the sum of each “Specified Maximum Amount” calculated in Item 3 of each of your Election Forms.

Your Oversubscription Amount is calculated as follows:

$\frac{\$450,000,000}{[4I]}$	-	$\frac{\$}{[4I]}$ (Maximum Amount)	=	$\frac{\$}{[4I]}$ (Oversubscription Amount)
------------------------------	---	---------------------------------------	---	--

The undersigned hereby elects to make an Oversubscription Offer in an aggregate principal amount equal to \$ _____ (such amount not to exceed the Oversubscription Amount from this Item 5) (the “Oversubscription Offer Amount”), on the terms and subject to the conditions set forth in the DIP Election Procedures. If you make an Oversubscription Offer in more than one Election Form, then the highest Oversubscription Offer made by you in such Election Forms shall be deemed to be the Oversubscription Offer made by you and the other Oversubscription Offers shall be disregarded.

Please note that the foregoing election is an irrevocable election, subject to the immediately preceding sentence and the terms and conditions contained in the DIP Election Procedures.

Item 6. Payment and Delivery Instructions.

The undersigned must fund, or cause to be funded, (a) its Specified DIP Election Amount, (b) its Oversubscription Offer Amount (if you are not a DIP Commitment Related Party) or Final Oversubscription Commitment Amount (if you are a DIP Commitment Related Party), and (c) the Backstop Amount (if applicable) to the Syndication Agent by wire transfer of immediately available funds in accordance with the following wire instructions no later than the applicable Funding Deadline:

Domestic/International wire:

Account Name:	Kroll Restructuring Administration LLC as Agent for Diamond Sports Group, LLC DIP Syndication Account
Bank Account No.:	6881926870
SWIFT No.:	CITIUS33
Bank Name:	Citibank NA
Bank Address:	153 East 53rd Street, 23rd Floor, New York, New York 10022
Routing Number:	021000089

Item 7. Fronting.

Check here if you intend to utilize a fronting arrangement to facilitate the payment of all (or any portion) of your Funding Amount:

Item 8. Certification.

The undersigned hereby certifies that it (i) is the holder of the Existing Notes set forth in Item 1 above or the authorized signatory (the “Authorized Signatory”) of the Eligible Holder of such Existing Notes acting on behalf of such Eligible Holder, (ii) is entitled to participate in the DIP Syndication, (iii) has reviewed a copy of the DIP Election Procedures (including the DIP Election Instructions attached thereto as Annex C) and other applicable materials, and (iv) understands that the exercise of the Election Rights is subject to all of the terms and conditions set forth in the DIP Election Procedures.

Please provide your completed Noteholder Beneficial Owner Election Form to your Nominee in sufficient time to allow your Nominee to process and deliver your underlying Existing Notes through ATOP by the Election Deadline. By electing for the Specified DIP Election Amount shown in Item 4 above and, if applicable, making an Oversubscription Offer shown in Item 5 above, the undersigned (or the Authorized Signatory acting on behalf of the applicable Eligible Holder) is hereby instructing its Nominee to arrange for the delivery of the Existing Notes underlying the Election Rights that it wishes to exercise via ATOP by the Election Deadline, and acknowledges that payment of the undersigned’s Funding Amount must be made by the undersigned by the applicable Funding Deadline.

Date: _____

Name of Eligible Holder: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

Item 9. DIP Commitment Related Party Representation.

(This section is only for DIP Commitment Related Parties, each of whom is aware of its status as a DIP Commitment Related Party. If you are a DIP Commitment Related Party, a fully completed DIP Commitment Related Party Addendum MUST be provided along with your Noteholder Beneficial Owner Election Form to your Nominee. A DIP Commitment Related Party Addendum is attached to this Noteholder Beneficial Owner Election Form, and the DIP Commitment Related Party is responsible for forwarding it to their Nominee to confirm that payment does not have to be made prior to the DIP Commitment Related Party Funding Deadline.)

CHECK ONLY ONE OF THE FOLLOWING:

- I am an Initial DIP Commitment Party identified in the DIP Commitment Letter or an Affiliate of any of the Initial DIP Commitment Parties identified in the DIP Commitment Letter, and the DIP Commitment Related Party Addendum has been included with my Election Form and provided to my Nominee.

- I am an Additional DIP Commitment Party identified in the DIP Commitment Letter or an Affiliate of any of the Additional DIP Commitment Parties identified in the DIP Commitment Letter, and the DIP Commitment Related Party Addendum has been included with my Election Form and provided to my Nominee.

Item 10. Registration Information.

The Debtors intend that the DIP Loans will be reflected on a register maintained by the administrative agent for the DIP Credit Agreement.

Please indicate on the lines provided below the name of the Eligible Holder in whose name the DIP Loans should be registered and the other information called for by the lines provided below, as well as the “account type” for the Eligible Holder.

If the Eligible Holder is designating any DIP Syndication Designee to receive DIP Loans, please complete Item 12 below. Any amount of DIP Loans that is registered in the name of a DIP Syndication Designee (as specified in Item 12 below) will reduce the amount of DIP Loans that would otherwise be registered in the name of the Eligible Holder.

It is strongly recommended that the below information be typed to ensure that it is legible.

Registration Name: _____

Address: _____

City, State, Postal Code: _____

Telephone: _____

Email: _____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN)

- TRUST ACCOUNT
- JOINT TENANTS IN COMMON
- PARTNERSHIP
- S-CORPORATION
- BANK
- BROKER
- NOMINEE
- CORPORATION
- NON-PROFIT ORGANIZATION

Item 11. Refund Information.

Please use the chart below to provide the Syndication Agent with the appropriate wire information to refund any (or all) of your Funding Amount in the event such a refund is necessary (including the refund of any Electing Holder Overfunded Amount). Please be aware that refunds will be issued in accordance with the DIP Election Procedures. Please insert any For Further Credit details in the reference section(s).

Beneficiary Name:	(34 Character Limit)
Bank Account No.:	(40 Character Limit)
ABA/Routing No.:	
Bank Name:	
Reference 1:	(35 Character Limit)
Reference 2:	(35 Character Limit)
Reference 3:	(35 Character Limit)

Item 12. DIP Syndication Designee Information.

Please complete **ONLY** if the DIP Loans are to be registered in the name of a DIP Syndication Designee. Any such DIP Syndication Designee must also deliver a properly completed and duly executed (a) signature page to the DIP Credit Agreement, (b) Eligible Holder Certificate, (c) KYC Documents, (d) IRS Form W-9 or appropriate IRS Form W-8, as applicable, and (e) if such DIP Syndication Designee holds any Company Claims/Interests

and is not a party to the Restructuring Support Agreement, signature page to a joinder to the Restructuring Support Agreement.

(a) Amount of Designation.²

Percentage of DIP Loans:³ _____

(b) DIP Syndication Designee Registration Information.

Please indicate on the lines provided below the name of the DIP Syndication Designee in whose name the percentage of DIP Loans identified above should be registered and the other information called for by the lines provided below, as well as the “account type” for the DIP Syndication Designee. It is strongly recommended that the below information be typed to ensure that it is legible.

Registration Name: _____

Address: _____

City, State, Postal Code: _____

Telephone: _____

Email: _____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN)

- TRUST ACCOUNT
- JOINT TENANTS IN COMMON
- PARTNERSHIP
- S-CORPORATION
- BANK
- BROKER
- NOMINEE
- CORPORATION
- NON-PROFIT ORGANIZATION

² To the extent there is more than one DIP Syndication Designee, please attach a separate sheet with the information required under Item 12.

³ The percentage of DIP Loans to be registered in the name of the DIP Syndication Designee will take into account all DIP Loans to be received by the undersigned pursuant to all Election Forms that are validly submitted by the undersigned.

DIP COMMITMENT RELATED PARTY ADDENDUM¹

The undersigned certifies that the undersigned is either a DIP Commitment Party or an Affiliate of a DIP Commitment Party (either, a “DIP Commitment Related Party”) and, therefore, is not required to submit payment of its Funding Amount in connection with the DIP Syndication prior to the DIP Commitment Related Party Funding Deadline. An Electing Holder that is a DIP Commitment Related Party must provide payment of its Funding Amount by the DIP Commitment Related Party Funding Deadline. If you are a DIP Commitment Related Party, please instruct your Nominee to submit a properly executed DIP Commitment Related Party Addendum along with the Noteholder Beneficial Owner Election Form.

IN WITNESS WHEREOF, the undersigned has executed this DIP Commitment Related Party Addendum on and as of the ____ day of _____, 2024.

If an Entity:

Name of Entity: _____

Signature: _____

By: _____

Its: _____

Address: _____

City, State, Postal Code: _____

Telephone: _____

E-mail: _____

US Tax ID/EIN: _____

OR Check here if non-US (no TIN)

¹ Capitalized terms used in this DIP Commitment Related Party Addendum and not defined herein shall have the meanings given to such terms in the DIP Election Procedures to which this DIP Commitment Related Party Addendum is attached as part of an exhibit to Annex C thereto (the “DIP Election Procedures”) or, if any such term is not defined in the DIP Election Procedures, the meaning given to such term in the Restructuring Support Agreement (as defined in the DIP Election Procedures).

ANNEX D

SIGNATURE PAGES TO EXECUTION DOCUMENTS

[See Attached]

EXHIBIT A

SIGNATURE PAGE TO THE DIP CREDIT AGREEMENT

[See Attached]

[], as a Lender

By: _____

Name:

Title:

EXHIBIT B

JOINDER TO THE RESTRUCTURING SUPPORT AGREEMENT

[See Attached]

[Form of] Joinder

The undersigned (“**Joinder Party**”) hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of January 16, 2024 (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “**Agreement**”), by and among the Company Parties and the Consenting Parties party thereto. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Agreement to be Bound. The Joinder Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached hereto as Annex I (as the same has been or may hereafter be amended, supplemented, amended and restated, or otherwise modified from time to time in accordance with the provisions hereof). The Joinder Party shall hereafter be deemed to be a “Consenting Creditor” and a “Party” for all purposes under the Agreement and with respect to all Company Claims/Interests held such Joinder Party.

2. Representations and Warranties. The Joinder Party hereby makes the representations and warranties of the Parties and Consenting Creditors set forth in the Agreement to each other Party, including that such Joinder Party is not a Disqualified Party.

3. Notice. The Joinder Party shall deliver an executed copy of this joinder agreement (the “**Joinder**”) to the Parties identified in Section 15.10 of the Agreement. Any notices to the Joinder Party shall be provided in accordance with Section 15.10 of the Agreement to the following address: [_____].

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Date Executed: _____

Name:

Title:

Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
First Lien Term Loans	
Second Lien Revolving Loans	
Second Lien Term Loans	
Second Lien Notes	
Third Lien Term Loans	
Third Lien Notes	
Unsecured Notes	

ANNEX E

Eligible Holder Certificate

[See Attached]

decision to make such investment and to evaluate properly the terms and conditions of the Restructuring Support Agreement, the DIP Commitment Letter, and the DIP Election Procedures, including the obligations pursuant to the DIP Election Procedures and the applicable Election Forms.

7. The undersigned understands and is able to bear the economic risks associated with the DIP MOIC Equity (if and when issued under a confirmed Plan) that may be received by the undersigned (including the potential necessity of holding the DIP MOIC Equity (if and when issued under a confirmed Plan) for an indefinite period of time).
8. The undersigned acknowledges that the receipt of the DIP MOIC Equity (if and when issued under a confirmed Plan) is at the election of the Debtors and that an election to participate in the DIP Syndication involves risks including, but not limited to: (i) the DIP Facility remains subject to approval by the Bankruptcy Court as of the initial date of dissemination of the DIP Election Procedures and there can be no assurance that the Bankruptcy Court will ultimately approve the DIP Facility, including without modification to the terms thereof; (ii) the Debtors may not be able to confirm a plan of reorganization with the Bankruptcy Court or any plan that is confirmed may differ from the terms contemplated by the Restructuring Support Agreement; (iii) the Restructuring Support Agreement or the DIP Commitment Letter may be terminated or modified and the Execution Documents may be modified or changed after the initial date of dissemination of the DIP Election Procedures; (iv) the DIP Facility, if approved, may be insufficient to support the Debtors' ongoing business operations, or may be unavailable if the Debtors do not comply with any Bankruptcy Court orders relating to the DIP Facility or the credit agreement governing the DIP Facility; (v) information relating to the Debtors is limited and projections, estimates and other forward-looking statements are not assured and actual results may vary; (vi) the Debtors may fail to obtain proceeds of financing in connection with their emergence from the Chapter 11 Cases; (vii) the Debtors will be subject to risks associated with their business and industry; and (viii) the Debtors will have significant indebtedness following emergence from the Chapter 11 Cases.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

[]

By: _____

Name:

Title:

ANNEX F

KYC DOCUMENTS

To comply with the DIP Agent's know-your-customer requirements, please complete, execute, and provide, as applicable each of the following:

1. The Admin Details Form attached hereto as Exhibit A.
2. For all foreign lenders, the U.S. Tax Compliance Certificate attached hereto as Exhibit B.
3. The Jefferies CIP Questionnaire (for seasoning purposes) attached hereto as Exhibit C.
4. Copies of your formation documents, *e.g.*:
 - a. LLC: Recorded Articles of Organization
 - b. LP: Recorded Certificate of Limited Partnership
 - c. Corporation: Recorded Articles of Incorporation
 - d. Trust: Trust Agreement and Trustee Certificate
 - e. Public Company: Proof of Listing

EXHIBIT A

ADMIN DETAILS FORM

[See Attached]

[Fund Name]
[Fund Address]
Tax Payer ID:

Administrative Details

Payment Instructions

USD: Bank Name:
ABA:
Account Name:
Account Number:
Attn:

Signature Block

[Fund Name:]
By: _____

Contacts

Operations (Agent Notices): [Fund Name]
Address:

Attn:
Phone:
Fax:
E-mail:

Attn:
Phone:
Fax:
E-mail:

Credit/Legal (Public/Private): [Fund Name]
Address:

Attn:
Phone:
Fax:
E-mail:

Attn:
Phone:
Fax:
E-mail:

EXHIBIT B

U.S. TAX COMPLIANCE CERTIFICATE

[See Attached]

**U.S. Tax Compliance Certificate
(To be completed by foreign entities only)**

Lender Name: _____

The undersigned hereby certifies that:
(Please check all that apply. If none apply, please insert N/A and return the executed certificate)

- it is the sole record and beneficial owner of the commitments in respect of which it is providing this certificate
- it is a bank within the meaning of Section 881(c)(3)(A) of the IRC
- it is a ten percent or more shareholder of the borrower or any of the borrower's direct or indirect subsidiaries within the meaning of Section 871(h)(3)(B) of the IRC (Please include percentage of shareholder interest in borrower: _____)
- it is a controlled foreign corporation related to the borrower or any of the borrower's direct or indirect subsidiaries as described in Section 881(c)(3)(C) of the IRC

The undersigned has furnished Alter Domus with a certificate of its non-U.S. Person status on an applicable U.S. Internal Revenue Service Form W-8.

By executing this certificate, the undersigned agrees that if the information provided on this certificate changes, the undersigned shall promptly inform Alter Domus in writing. If the lender fails to provide the signed certificate, Alter Domus will operate under the presumption that none of the above are applicable.

By: _____ Date: _____

Name: _____

Title: _____

Internal Use Only:

Credit Agreement Name: _____

Date Received: _____

EXHIBIT C

CIP QUESTIONNAIRE

[See Attached]

Customer Identification Program Questionnaire

CIP Notice

In compliance with Section 326 of the USA PATRIOT Act of 2001 (31 CFR 103.188) and other applicable regulations, we are required to obtain, verify and record information that identifies each customer who opens a brokerage account or a client who is a party to a non-traditional brokerage transaction.

When you open an account or become a party to a non-traditional brokerage transaction, we will ask you for your name, address, date of birth (for individuals), identification number, and other information that will allow us to identify you. We may also ask you to provide copies of identifying documents (e.g. driver's license), or documents of formation, (e.g. articles of incorporation), as applicable. We may be required to disclose this information pursuant to applicable laws, rules or regulations, but it will otherwise be retained in confidence according to our Privacy Policy. If you would like a copy of our Privacy Policy, please visit our website at www.jefferies.com

Directions:

If you are completing as an **Entity**, please complete Section A and Section F.

If you are completing as an **Individual**, please complete Section B and Section F.

If you are trading **ITBC Swaps**, please complete Section E first to determine what additional sections are required.

Please see Additional Instructions below to determine if any additional sections should be completed.

Additional Instructions:

For **Unincorporated Organizations** - In addition to Section A, please also complete Section B for the Owner(s) of the Organization.

For **Non-US domiciled banks** - In addition to Section A, please also complete Section D.

For **Hedge Funds** - In addition to Section A, please also complete Section C for the Investment Manager of the Fund.

For **Commodity Pools** - In addition to Section A, please also complete Section C for the Commodity Pool Operator/Commodity Trading Advisor.

For **Personal Investment Vehicles (PIV)** - In addition to Section A, please also complete Section B for PIV Owner(s).

For **Special Purpose Vehicles (SPV)** - In addition to Section A, please also complete Section C for the entity that created the SPV.

For **Trusts** - In addition to Section A, please also complete Section B for Individual Trustees/Protectors or Section C for Non-Individual Trustees/Protectors.

For **Estates** - In addition to Section A, please also Complete Section B for the Executor(s)

For **Non-ERISA Trust Retirement/Pension Plans** - In addition to Section A, please also complete Section B for the Individual Trustees or Section C for Non-Individual Trustees.

For **Non-ERISA Non-Trust Retirement/Pension Plans** - In addition to Section A, please also complete Section C for the Employer which created the plan.

SECTION A: CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, TRUSTS, AND ESTATES

(for Funds or other managed accounts, complete this Section A with respect to each separate Fund/account that will be trading with Jefferies, and then complete Section C with respect to the investment manager/advisor of that Fund or account)

Full Legal Name _____ Principal Place of Business Address ¹ _____

Mailing Address _____ Registered Address (N/A for Trusts and Estates) _____

Country of Organization/Incorporation _____ State of Organization/Incorporation if US _____

Date of Organization/Incorporation _____ Government Issued ID Number² _____ Government Issued ID Type _____ Country Issuing ID Number _____

LEI/CICI³ _____ Phone _____ Email _____ Website _____

Legal Entity Type (e.g. corporation, LLC, etc) _____

Line of Business (see guidance note below for Personal Investment Vehicles⁴ and Special Purpose Vehicles⁵) _____

Assets Under Management (USD) _____

Is the entity subject to supervision by a Financial Regulator? Yes No

If Yes, Name of Financial Regulator _____

Is the entity Publicly Traded or a majority owned subsidiary (>50%) of a Publicly Traded company? Yes No

Symbol _____ Exchange _____

Is the entity owned or controlled by a Foreign Government? Yes No

If Yes, name of Foreign Government _____

¹For an entity that does not have a physical address, this requirement may be satisfied by obtaining the address of an individual or entity responsible for the entity's management or operation. For example, this requirement may be satisfied for a hedge fund that does not have a physical address by providing the address of the investment manager or general partner.

² Government Issued ID Number - For a US entity, this would be a Tax Payer Identification Number (i.e. Employer Identification Number). For a Non-US entity, this would be either a local Taxpayer Identification Number or a Corporate Registration Number.

³A unique Legal Entity Identifier (LEI) or CFTC Interim Compliant Identifier (CICI) is required for each legal entity in order for Jefferies to comply with swap data reporting and other applicable regulatory requirements. A CICI can be obtained on <http://ciciutility.org/index.jsp>.

⁴Personal Investment Vehicle (PIV) - A PIV is organized for the sole purpose of carrying on the investment and/or trading activity of the beneficial owner(s) of the entity and do not operate in any commercial capacity.

⁵Special Purpose Vehicle (SPV) - An SPV is an entity whose operations are usually limited to the acquisition and financing of specific assets. An SPV is often a subsidiary of a company with an asset/liability structure and a legal status that makes its obligations secure even if the parent company goes bankrupt.

SECTION B: INDIVIDUALS, INDIVIDUAL TRUSTEES, PROTECTORS, EXECUTORS, PIV OWNERS, SOLE PROPRIETORS, OWNERS OF UNINCORPORATED ORGANIZATIONS, GUARDIANS**Special Instruction: If there is more than one associated Individual, please complete "Section B Continued" at the end of this form.*

First Name	Middle Name	Last Name	DOB
------------	-------------	-----------	-----

Association Type

Country of Citizenship	Government Issued ID Number	Government Issued ID Type	Country Issuing ID Number
------------------------	-----------------------------	---------------------------	---------------------------

Country of Residence	Residential Address
----------------------	---------------------

Business Address	Mailing Address
------------------	-----------------

Residential Phone	Business Phone	Email
-------------------	----------------	-------

Is the Individual employed by or affiliated with a foreign government, employed by a public international organization (i.e. United Nations, World Bank) or employed by a foreign state owned or controlled corporation or enterprise? Yes No

Is the Individual a Senior Foreign Political Figure (SFPF)? Yes No

If Yes:

Title/Position	Dates of Service	Country
----------------	------------------	---------

Is the Individual a relative or close associate of a SFPF? Yes No

If Yes (attach multiple sheets if necessary):

Name of SFPF	Relationship to SFPF
--------------	----------------------

Title/Position	Dates of Service	Country
----------------	------------------	---------

Has Individual granted Power of Attorney over the account? Yes No

If Yes, please complete Section B cont'd at the end of this form for the Power of Attorney.

SECTION C: FOR INVESTMENT MANAGERS OF HEDGE FUNDS, COMMODITY POOL OPERATORS, COMMODITY TRADING ADVISORS, NON-INDIVIDUAL TRUSTEES, SPONSORS OF PRIVATE EQUITY FUNDS, CREATORS OF SPECIAL PURPOSE VEHICLES

Special Instruction: Complete this Section C with respect to each investment manager, advisor or other similar entity associated with the Fund or other entity described in Section A. If there is more than one investment manager, advisor etc., please complete "Section C Continued" at the end of this form with respect to each such additional investment manager or advisor.

Full Legal Name _____ Association Type _____

Principal Place of Business Address ⁶ _____ Mailing Address _____

Registered Address (Not Applicable for Trusts and Estates) _____

Country of Organization/Incorporation _____ State of Organization/Incorporation if US _____

Date of Organization/Incorporation _____ Government Issued ID Number ⁷ _____ Government Issued ID Type _____ Country Issuing ID Number _____

LEI/CICI⁸ _____ Phone _____ Email _____ Website _____

Legal Entity Type (e.g. corporation, LLC, etc.) _____

Line of Business (see guidance note below for Personal Investment Vehicles⁹ and Special Purpose Vehicles¹⁰) _____

Is the entity subject to supervision by a Financial Regulator? Yes No

If Yes, Name of Financial Regulator _____

Is the entity Publicly traded or a majority owned subsidiary (>50%) of a Publicly Traded company? Yes No

Symbol _____ Exchange _____

Is the entity owned or controlled by a Foreign Government? Yes No

If Yes, Name of Foreign Government _____

⁶ For an entity that does not have a physical address, this requirement may be satisfied by obtaining the address of an individual or entity responsible for the entity's management or operation. For example, this requirement may be satisfied for a hedge fund that does not have a physical address by providing the address of the investment manager or general partner.

⁷ Government Issued ID Number- For a US entity, this would be a Tax Payer Identification Number (i.e. Employer Identification Number). For a Non-US entity, this would be either a local Taxpayer Identification Number or a Corporate Registration Number.

⁸ The Legal Entity Identifier (LEI) program is designed to create and apply a single, universal standard identifier to any organization or firm involved in a financial transaction internationally.

⁹ Personal Investment Vehicle (PIV) - A PIV is organized for the sole purpose of carrying on the investment and/or trading activity of the beneficial owner(s) of the entity and do not operate in any commercial capacity.

¹⁰ Special Purpose Vehicle (SPV) - An SPV is an entity whose operations are usually limited to the acquisition and financing of specific assets. An SPV is often a subsidiary of a company with an asset/liability structure and a legal status that makes its obligations secure even if the parent company goes bankrupt.

SECTION D: FOR NON-US DOMICILED BANKS ONLY

Special Instructions: This Section must be completed for all Entities which are non-US Domiciled Banks

Country Issuing Banking License

Does the bank operate under an offshore banking license¹¹? Yes No

Does the Bank provide accounts to other banks that will be able to use the relationship established with Jefferies to process transactions? Yes No

Has the bank completed a Foreign Bank Certificate? Yes No

Geographic Markets Served (check all that apply)

- North America Australia Africa Asia Middle East
 West Europe South America and Latin America East Europe and Russia

¹¹ A license that prohibits the bank from conducting business with the citizens of, or in the local currency of, the jurisdiction that issued the bank's license

SECTION E: ITBC SWAPS

Special Instructions: This Section must be completed for Intended to Be Cleared Swaps (ITBC Swaps) executed by an investment manager/adviser that are not executed on or subject to the rules of a CFTC-registered swap execution facility (SEF) or designated contract market (DCM) - Bunched Orders.

If the planned trading includes ITBC Swaps that are not executed on or subject to the rules of a SEF or DCM, please answer the following to assist Jefferies in determining if your orders are bunched orders or not:

Will the investment manager/adviser advise at least 2 accounts with respect to such trading? Yes No

If Yes, proceed to the next question.

If No, Section A should be completed for the sole account for which the investment manager places trades and Section C should be completed for the investment manager/adviser. Please also complete Section F.

Will the investment manager/adviser disclose to Jefferies prior to execution of any ITBC Swap trade the names of the account(s) to which such trade will be allocated? (please note: such disclosure will increase the degree of onboarding that is required) Yes No

If Yes, Section A should be completed for the account(s) to which such trade will be allocated and Section C should be completed for the investment manager/adviser. Please also complete Section F.

If No, Section A is not required and Section C should be completed for the Investment manager/adviser. Please also complete Section F.

SECTION F: COMPLETED BY AUTHORIZED REPRESENTATIVES

Company Name

Print Name

Title

Signature

Date

SECTION B: CONTINUED

Special Instruction *If more than one individual, please attach a separate sheet with all required information for each.*

 First Name Middle Name Last Name DOB

 Association Type

 Country of Citizenship Government Issued ID Number¹² Government Issued ID Type Country Issuing ID Number

 Country of Residence Residential Address

 Business Address Mailing Address

 Residential Phone Business Phone Email

Is the Individual employed by or affiliated with a foreign government, employed by a public international organization (i.e. United Nations, World Bank) or employed by a foreign state owned or controlled corporation or enterprise Yes No

Is the Individual a Senior Foreign Political Figure (SFPF)¹³? Yes No

If Yes

 Title/Position Dates of Service Country

Is the Individual a relative or close associate of a SFPF? Yes No

If Yes (attach multiple sheets if necessary)

 Name of SFPF Relationship to SFPF

 Title/Position Dates of Service Country

Has Individual granted Power of Attorney over the account? Yes No

If Yes, please complete Section B cont'd at the end of this form for the Power of Attorney.

¹²Government Issued ID Number- For US Person, this would be a Social Security Number. For a Non-US Person, this would be one of the following: a Passport Number, an Alien ID Card Number, a National ID Card Number, a Driver's License Number, or an International Tax ID Number.

¹³ An SFPF is defined as (a) a current or former senior official in the executive, legislative, administrative, military, or judicial branches of a non-US government (whether elected or not), a current or former senior official of a major non-US political party, or a current or former senior executive of a non-US government-owned commercial enterprise; (b) a corporate, business, or other entity that has been formed by, or for the benefit of, any such individual; (c) an immediate family member of any such individual; and (d) a person who is widely and publicly known (or is actually known by Jefferies) to be a close associate of such individual. For purposes of this definition, a "senior official" or "senior executive" means an individual with substantial authority over policy, operations, or the use of government-owned resources; and "immediate family member" means a spouse, parents, siblings, children, and spouse's parents or siblings.

SECTION C: FOR INVESTMENT MANAGERS OF HEDGE FUNDS, COMMODITY POOL OPERATORS, COMMODITY TRADING ADVISORS, NON-INDIVIDUAL TRUSTEES, SPONSORS OF PRIVATE EQUITY FUNDS, CREATORS OF SPECIAL PURPOSE VEHICLES – CONTINUED

Special Instruction If there is more than one investment manager/adviser associated with the trading counterparty described in Section A, please attach a separate sheet with all required information for each.

Full Legal Name _____ Association Type _____

Principal Place of Business Address ¹⁴ _____ Mailing Address _____

Registered Address (Not Applicable for Trusts and Estates) _____

Country of Organization/Incorporation _____ State of Organization/Incorporation if US _____

Date of Organization/Incorporation _____ Government Issued ID Number ¹⁵ _____ Government Issued ID Type _____ Country Issuing ID Number _____

LEI/CICI ¹⁶ _____ Phone _____ Email _____ Website _____

Legal Entity Type (e.g. corporation, LLC, etc.) _____

Line of Business (see guidance note below for Personal Investment Vehicles¹⁷ and Special Purpose Vehicles¹⁸): _____

Is the entity subject to supervision by a Financial Regulator? Yes No

If Yes, Name of Financial Regulator _____

Is the entity Publicly traded or a majority owned subsidiary (>50%) of a Publicly Traded Yes No

Symbol _____ Exchange _____

Is the entity owned or controlled by a Foreign Government? Yes No

If Yes, Name of Foreign Government _____

¹⁴ For an entity that does not have a physical address, this requirement may be satisfied by obtaining the address of an individual or entity responsible for the entity’s management or operation. For example, this requirement may be satisfied for a hedge fund that does not have a physical address by providing the address of the investment manager or general partner.

¹⁵ Government Issued ID Number- For a US entity, this would be a Tax Payer Identification Number (i.e. Employer Identification Number). For a Non-US entity, this would be either a local Taxpayer Identification Number or a Corporate Registration Number.

¹⁶ The Legal Entity Identifier (LEI) program is designed to create and apply a single, universal standard identifier to any organization or firm involved in a financial transaction internationally.

¹⁷ Personal Investment Vehicle (PIV)- A PIV is organized for the sole purpose of carrying on the investment and/or trading activity of the beneficial owner(s) of the entity and do not operate in any commercial capacity.

¹⁸ Special Purpose Vehicle (SPV) - An SPV is an entity whose operations are usually limited to the acquisition and financing of specific assets. An SPV is often a subsidiary of a company with an asset/liability structure and a legal status that makes its obligations secure even if the parent company goes bankrupt.