

Rights Offering Procedures

TUESDAY MORNING CORPORATION (THE “COMPANY”)

RIGHTS OFFERING PROCEDURES¹

Each Rights Offering Share (as defined below) is being issued by the Debtors without registration under the Securities Act of 1933, as amended (the “Securities Act”), in reliance upon (1) the exemption provided in Section 1145(a) of the Bankruptcy Code with respect to the Rights Offering Shares being offered in the Eligible Offeree Rights Offering (as defined below), and (2) the exemption provided in Section 4(a)(2) of the Securities Act with respect to the Rights Offering Shares being offered in the Section 4(a)(2) Rights Offering (as defined below). None of the Share Purchase Rights or the Rights Offering Shares issuable upon exercise of such rights distributed pursuant to these Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

The Share Purchase Rights are not transferable, except as permitted by the Backstop Agreement (with respect to the Backstop Party) or as agreed to by the Company and the Backstop Party.

The Disclosure Statement (as defined below) has previously been distributed in connection with the Debtors’ solicitation of votes to accept or reject the Plan (as defined below) and that document sets forth important information, including risk factors, that should be carefully read and considered by each Eligible Offeree (as defined below) prior to making a decision to participate in the Rights Offerings. Additional copies of the Disclosure Statement are available upon request from the Subscription Agent.

The Rights Offerings are being conducted by the Company on behalf of Reorganized Tuesday Morning Corporation in good faith and in compliance with the Bankruptcy Code. In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

¹Terms used and not defined herein shall have the meaning assigned to them in the *Second Amended Joint Plan of Reorganization of Tuesday Morning Corporation, et. al., Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “Plan”).

Eligible Offerees should note the following times relating to the Rights Offerings:

<u>Date</u>	<u>Calendar Date</u>	<u>Event</u>
Rights Offering/Exchange Determination Date	January 4, 2021	The date and time fixed by the Company for the determination of the holders eligible to participate in the Rights Offerings.
Subscription Commencement Date	January 7, 2021	Commencement of the Rights Offerings.
Subscription Expiration Deadline	4:00 p.m. Central Time on February 1, 2021	The deadline for Eligible Offerees to subscribe for Rights Offering Shares. If an Eligible Offeree owns its Existing Common Stock through a broker, bank, commercial bank, trust company, dealer, or other agent or nominee (a “ Nominee ”), the Eligible Offeree’s applicable Beneficial Owner Offering Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by the Eligible Offeree’s Nominee in sufficient time to allow such Nominee to deliver the subscription instructions (via ASOP) to the Subscription Agent by the Subscription Expiration Deadline.

Eligible Offerees (other than the Backstop Party) must deliver the aggregate Purchase Price (as defined below) by the Subscription Expiration Deadline.

The Backstop Party must deliver the aggregate Purchase Price no later than the deadline specified in the Funding Notice (as defined below) in accordance with the terms of the Backstop Agreement.

To Eligible Offerees and Nominees of Eligible Offerees:

On November 15, 2020, the Debtors filed the Plan with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, and the *Disclosure Statement in Support of the Second Amended Joint Plan of Reorganization of Tuesday Morning Corporation, et. al., Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended from time to time in accordance with its terms, the “Disclosure Statement”). Pursuant to the Plan, each holder of an outstanding share of the Existing Common Stock as of the Rights Offering/Exchange Determination Date (each such holder, an “Eligible Offeree”) has a right to participate in the Eligible Offeree Rights Offering (as defined below), and the Backstop Party shall participate in the Section 4(a)(2) Rights Offering (as defined below), in each case, in accordance with the terms and conditions of these Rights Offering Procedures. The Eligible Offeree Rights Offering and the Section 4(a)(2) Rights Offering are collectively referred to herein as the “Rights Offerings”.

Pursuant to the Plan, in exchange for each outstanding share of the Existing Common Stock held by an Eligible Offeree as of the Rights Offering/Exchange Determination Date, the Eligible Offeree will receive (1) one share of the New Common Stock and (2) rights to subscribe for its *pro rata* portion of a rights offering of the New Common Stock in an aggregate amount of \$24,000,000 (the “Eligible Offeree Rights Offering,” and such shares, the “Eligible Offeree Rights Offering Shares”), provided that it timely and properly executes and delivers its applicable Beneficial Owner Offering Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent (in the case of Eligible Offerees that directly own the Existing Common Stock) or its Nominee (in the case of Eligible Offerees that hold their Existing Common Stock through a Nominee), as applicable, in advance of the Subscription Expiration Deadline. The *pro rata* portion of the \$24,000,000 amount available to Eligible Offerees in the Eligible Offeree Rights Offering shall be calculated by dividing the number of shares of the Existing Common Stock held by an Eligible Offeree on the Rights Offering/Exchange Determination Date by the total number of shares of the Existing Common Stock outstanding on the Rights Offering/Exchange Determination Date. **Beneficial Owner Offering Forms should only be returned directly to the Subscription Agent if the Eligible Offeree is the direct holder of record on the books of the stock transfer registration books of Tuesday Morning Corporation and does not hold its Existing Common Stock through a Nominee.**

Pursuant to the Plan, the Backstop Party will receive rights to subscribe for shares of the New Common Stock in an aggregate amount of \$16,000,000 (the “Section 4(a)(2) Rights Offering,” and such shares, the “Base Section 4(a)(2) Rights Offering Shares”). Pursuant to the Backstop Agreement, the Backstop Party has agreed to purchase all of the Base Section 4(a)(2) Rights Offering Shares. To the extent that Eligible Offerees do not exercise all of the Share Purchase Rights on or prior to the expiration of the Eligible Offeree Rights Offering, the Backstop Party has agreed, pursuant to the Backstop Commitment, to purchase all of the shares of the Rights Offering Shares underlying the unpurchased shares (the “Backstop Shares”) and, together with the Base Section 4(a)(2) Rights Offering Shares, the “Section 4(a)(2) Rights Offering Shares”). The Eligible Offeree Rights Offering Shares and the Section 4(a)(2) Rights Offering Shares are referred to together as the “Rights Offering Shares”.

Please note that for Eligible Offerees that hold their Existing Common Stock through a Nominee, the Eligible Offeree should provide their subscription instructions to their Nominee in sufficient time for the Nominee to deliver the subscription instructions (via ASOP) to the Subscription Agent. An Eligible Offeree that is the direct holder of record on the books of the stock transfer registration books of Tuesday Morning Corporation and does not hold its Existing Common Stock through a Nominee should deliver its Beneficial Owner Offering Form directly to the Subscription Agent. Failure to submit such Beneficial Owner Offering Forms on a timely basis will result in forfeiture of an Eligible Offeree's rights to participate in the Eligible Offeree Rights Offering. None of the Company, the Subscription Agent or the Backstop Party will have any liability for any such failure.

No Eligible Offeree shall be entitled to participate in the Eligible Offeree Rights Offering unless the aggregate Purchase Price (as defined below) for the Rights Offering Shares it subscribes for is received by the Subscription Agent (i) in the case of an Eligible Offeree that is not the Backstop Party, by the Subscription Expiration Deadline, and (ii) in the case of the Backstop Party, no later than the deadline specified in a written notice (a "Funding Notice") delivered by or on behalf of the Debtors to the Backstop Party in accordance with the Backstop Agreement (the "Backstop Funding Deadline"), provided that the Backstop Party may deposit its aggregate Purchase Price in the Escrow Account (as defined below), in accordance with the terms of the Backstop Agreement. No interest is payable on any advanced funding of the Purchase Price. If the Rights Offerings are terminated for any reason, the aggregate Purchase Price previously received by the Subscription Agent will be returned to Eligible Offerees and the Backstop Party, as applicable, as provided in Section 6 hereof. No interest will be paid on any returned Purchase Price. Any Eligible Offeree submitting payment via its Nominee must coordinate such payment with its Nominee in sufficient time to allow the Nominee to forward such payment to the Subscription Agent by the Subscription Expiration Deadline.

In order to participate in the Eligible Offeree Rights Offering, an Eligible Offeree must complete all of the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline or the Backstop Funding Deadline, as applicable, an Eligible Offeree shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Eligible Offeree Rights Offering.

1. Rights Offerings

Eligible Offerees have the right, but not the obligation, to participate in the Eligible Offeree Rights Offering.

Eligible Offerees shall receive rights to subscribe for their *pro rata* portion of the Eligible Offeree Rights Offering Shares.

Subject to the terms and conditions set forth in the Plan and these Rights Offering Procedures, each Eligible Offeree is entitled to subscribe for its pro rata portion of Eligible Offeree Rights Offering Shares (calculated as described above) at a purchase price of \$1.10 per share (the "Purchase Price"). Pursuant to the Backstop Agreement, the Backstop Party has agreed to purchase the Section 4(a)(2) Rights Offering Shares at the Purchase Price.

There will be no over-subscription privilege in the Rights Offerings. Any Eligible Offeree Rights Offering Shares that are unsubscribed by the Eligible Offerees entitled thereto will not be offered to other Eligible Offerees but will be purchased by the Backstop Party in accordance with the Backstop Agreement.

Any Eligible Offeree that subscribes for Eligible Offeree Rights Offering Shares and is deemed to be an “underwriter” under Section 1145(b) of the Bankruptcy Code will be subject to restrictions under the Securities Act on its ability to resell those securities. Resale restrictions are discussed in more detail in Article XVI of the Disclosure Statement, entitled “Securities Law Considerations.”

The securities to be issued to the Backstop Party pursuant to the Backstop Agreement shall be exempt from registration under Section 4(a)(2) under the Securities Act. As a result, such securities will be “restricted securities”. Pursuant to the Backstop Agreement, Tuesday Morning Corporation agreed to file a registration statement with the Securities and Exchange Commission covering the resale of the securities acquired by the Backstop Party pursuant to the Backstop Agreement.

SUBJECT TO THE TERMS AND CONDITIONS OF THE RIGHTS OFFERING PROCEDURES AND THE BACKSTOP AGREEMENT IN THE CASE OF THE BACKSTOP PARTY, ALL SUBSCRIPTIONS SET FORTH IN THE APPLICABLE BENEFICIAL OWNER OFFERING FORM(S) ARE IRREVOCABLE.

2. Subscription Period

The Rights Offerings will commence on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each Eligible Offeree intending to purchase Eligible Offeree Rights Offering Shares in the Eligible Offeree Rights Offering must affirmatively elect to exercise its Share Purchase Rights in the manner set forth in the applicable Subscription Form by the Subscription Expiration Deadline.

Any exercise of Share Purchase Rights by an Eligible Offeree after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored, except that the Company shall have the discretion, with the consent of the Backstop Party, to allow any exercise of Share Purchase Rights in the Eligible Offeree Rights Offering after the Subscription Expiration Deadline.

The Subscription Expiration Deadline may be extended by the Company with the consent of the Backstop Party, or as required by law.

3. Delivery of Subscription Documents

Each Eligible Offeree may exercise all or any portion of such Eligible Offeree’s Share Purchase Rights, but subject to the terms and conditions contained herein. In order to facilitate the exercise of the Share Purchase Rights, beginning on the Subscription Commencement Date, the applicable Subscription Form and these Rights Offering Procedures will be sent to each Eligible Offeree, together with appropriate instructions for the proper completion, due execution and timely delivery

of the executed Subscription Form and the payment of the applicable aggregate Purchase Price for its Rights Offering Shares.

4. Exercise of Share Purchase Rights

(a) In order to validly exercise its Share Purchase Rights, each Eligible Offeree that is not the Backstop Party must:

- i. return duly completed and executed applicable Beneficial Owner Offering Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent (if the Eligible Offeree directly owns its Existing Common Stock) or its Nominee (if the Eligible Offeree holds its Existing Common Stock through a Nominee), as applicable, so that, if applicable, such documents may be transmitted to the Subscription Agent by the Nominee, so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline; and
- ii. (A) if the Eligible Offeree the direct holder of record of the Existing Common Stock on the books of the stock transfer registration books of Tuesday Morning Corporation, at the same time it returns its Beneficial Owner Offering Form(s) to the Subscription Agent, but in no event later than the Subscription Expiration Deadline pay the applicable Purchase Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in the applicable Beneficial Owner Offering Form(s); or

(B) if the Eligible Offeree holds its Existing Common Stock through a Nominee, at the same time it returns its Beneficial Owner Offering Form(s) to its Nominee, but in no event later than the Subscription Expiration Deadline, pay, or arrange for the payment by its Nominee of, the applicable Purchase Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in the applicable Beneficial Owner Offering Form(s).

(b) The Backstop Party must:

- i. return duly completed and executed applicable Beneficial Owner Offering Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent or its Nominee, as applicable so that, if applicable, such documents may be transmitted to the Subscription Agent by the Nominee, so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline; and
- ii. no later than the Backstop Funding Deadline, pay the applicable Purchase Price to the Subscription Agent or to the escrow account established and maintained by a third party satisfactory to the Backstop Party and the Company (the “Escrow Account”) by wire transfer **ONLY** of immediately available funds in accordance with the wire instructions included in the Funding Notice.

THE BACKSTOP PARTY MUST PAY ITS PURCHASE PRICE DIRECTLY TO THE SUBSCRIPTION AGENT OR TO THE ESCROW ACCOUNT, AS APPLICABLE, AND SHOULD NOT PAY ITS NOMINEE(S).

- (c) With respect to 4(a) and (b) above for an Eligible Offeree that holds its Existing Common Stock through a Nominee, such Eligible Offeree must provide instructions to its Nominee in sufficient time to allow its Nominee to deliver the subscription instructions (via ASOP) to the Subscription Agent by the Subscription Expiration Deadline. The Backstop Party must deliver its payment of the Purchase Price payable for the Section 4(a)(2) Rights Offering Shares to be purchased by the Backstop Party directly to the Subscription Agent or to the Escrow Account, as applicable, no later than the Backstop Funding Deadline.
- (d) In the event that the funds received by the Subscription Agent or the Escrow Account, as applicable, from any Eligible Offeree do not correspond to the Purchase Price payable for the Rights Offering Shares elected to be purchased by such Eligible Offeree, the number of the Rights Offering Shares deemed to be purchased by such Eligible Offeree will be the lesser of (a) the number of the Rights Offering Shares elected to be purchased by such Eligible Offeree and (b) a number of the Rights Offering Shares determined by dividing the amount of the funds received by the Purchase Price, in each case up to such Eligible Offeree's *pro rata* portion of Rights Offering Shares.
- (e) The cash paid to the Subscription Agent in accordance with these Rights Offering Procedures will be deposited and held by the Subscription Agent in a segregated account until released to the Debtors in connection with the settlement of the Rights Offerings on the date of closing of the Rights Offerings (the "Closing Date"). The Subscription Agent may not use such cash for any other purpose prior to the Closing Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Subscription Agent hereunder shall not be deemed part of the Debtors' bankruptcy estates.

5. Transfer Restriction; Revocation

The Share Purchase Rights are not transferable, except as permitted by the Backstop Agreement (with respect to the Backstop Party) or as agreed to by the Company and the Backstop Party. If any Share Purchase Rights are transferred by an Eligible Offeree in contravention of the foregoing, the Share Purchase Rights will be cancelled, and neither such Eligible Offeree nor the purported transferee will receive any Rights Offering Shares otherwise purchasable on account of such transferred Share Purchase Rights. Any Existing Common Stock traded after the Rights Offering/Exchange Determination Date will not be traded with the Share Purchase Rights attached.

Once an Eligible Offeree has properly exercised its Share Purchase Rights, subject to the terms and conditions contained in these Rights Offering Procedures and the Backstop Agreement in the case of the Backstop Party, such exercise will be irrevocable.

6. Termination/Return of Payment

Unless the Closing Date has occurred, the Rights Offerings will be deemed automatically terminated without any action of any party upon the termination of the Backstop Agreement in accordance with its terms. In the event the Rights Offerings are terminated, any payments received pursuant to these Rights Offering Procedures will be returned, without interest, to the applicable Eligible Offeree and the Backstop Party, as applicable, as soon as reasonably practicable, but in any event, within six (6) Business Days after the date of termination.

7. Settlement of the Rights Offerings and Distribution of the Rights Offering Shares

The settlement of the Rights Offerings is conditioned on compliance by the Debtors with these Rights Offering Procedures. The Debtors intend that the Rights Offering Shares will be issued to the Eligible Offerees and/or to any party that an Eligible Offeree so designates in the Beneficial Owner Offering Form(s), in book-entry form, and that DTC, or its nominee, will be the holder of record of such Rights Offering Shares. To the extent DTC is unwilling or unable to make the Rights Offering Shares eligible on the DTC system, the Rights Offering Shares will be issued directly to the Eligible Offeree or its designee.

8. Fractional Shares

No fractional rights or Rights Offering Shares will be issued in the Rights Offerings. All share allocations (including each Eligible Offeree's Rights Offering Shares) will be calculated and rounded down to the nearest whole share.

9. Validity of Exercise of Share Purchase Rights

All questions concerning the timeliness, viability, form and eligibility of any exercise of Share Purchase Rights will be determined in good faith by the Debtors in consultation with the Backstop Party, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtor, with the consent of the Backstop Party, may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any Share Purchase Rights. Subscription 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 determine in good faith in consultation with the Backstop Party.

Before exercising any Share Purchase Rights, Eligible Offerees should read the Disclosure Statement and the Plan for information relating to the Debtors and the risk factors to be considered.

All calculations, including, to the extent applicable, the calculation of any Eligible Offerees Rights Offering Shares, shall be made in good faith by the Company with the consent of the Backstop Party, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

10. Modification of Procedures

With the prior written consent of the Backstop Party, the Debtors reserve the right to modify these Rights Offering Procedures, or adopt additional procedures consistent with these Rights Offering Procedures to effectuate the Rights Offerings and to issue the Rights Offering Shares, provided, however, that the Debtors shall provide prompt written notice to each Eligible Offeree of any material modification to these Rights Offering Procedures made after the Subscription Commencement Date, provided further that any amendments or modifications to the terms of the Rights Offerings are subject to the provisions of the Backstop Agreement. In so doing, and subject to the consent of the Backstop Party, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith is necessary and appropriate to effectuate and implement the Rights Offerings and the issuance of the Rights Offering Shares.

The Debtors shall undertake reasonable procedures to confirm that each participant in the Rights Offerings is in fact an Eligible Offeree.

11. Inquiries and Transmittal of Documents; Subscription Agent

The Rights Offering Instructions for Eligible Offerees attached hereto should be carefully read and strictly followed by the Eligible Offerees.

Questions relating to the Rights Offerings should be directed to the Subscription Agent via email to TuesdayMorningInfo@epiqglobal.com (please reference “Tuesday Morning Rights Offering” in the subject line) or at the following phone number: (855) 917-3492 (Toll Free U.S.) or (503) 520-4429 (Non U.S.).

The risk of non-delivery of all documents and payments to the Subscription Agent, the Escrow Account and any Nominee is on the Eligible Offeree electing to exercise its Share Purchase Rights and not the Debtors, the Subscription Agent, or the Backstop Party.

TUESDAY MORNING CORPORATION

RIGHTS OFFERING INSTRUCTIONS FOR ELIGIBLE OFFEREES

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

To elect to participate in the Eligible Offeree Rights Offering, you must follow the instructions set out below:

1. **Insert** the number of shares of the Existing Common Stock that you held as of the Rights Offering/Exchange Determination Date in Item 1 of your applicable Beneficial Owner Offering Form(s) (if you hold your Existing Common Stock through a Nominee and do not know such amount, please contact your Nominee immediately).
2. **Complete** the calculation in Item 2a of your applicable Beneficial Owner Offering Form(s), which calculates the maximum number of Rights Offering Shares available for you to purchase. Such amount must be rounded down to the nearest whole share.
3. **Complete** the calculation in Item 2b of your applicable Beneficial Owner Offering Form(s) to indicate the number of Rights Offering Shares that you elect to purchase and calculate the aggregate Purchase Price for the Rights Offering Shares that you elect to purchase.
4. **Confirm** whether you are the Backstop Party pursuant to the representation in Item 3 of your applicable Beneficial Owner Offering Form(s). *(This section is only for the Backstop Party).*
5. **Read, complete and sign** the certification in Item 5 of your applicable Beneficial Owner Offering Form(s). Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these Rights Offering Procedures.
6. **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.
7. **Return** your applicable signed Beneficial Owner Offering Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable):

(A) if you are the direct holder of record of the Existing Common Stock on the books of the stock transfer registration books of Tuesday Morning Corporation, to the Subscription Agent by the Subscription Expiration Deadline; or

(B) if you hold your Existing Common Stock through a Nominee, to your Nominee in sufficient time to allow your Nominee to process your instructions and prepare and deliver the subscription instructions (via ASOP) to the Subscription Agent by the Subscription Expiration Deadline.

8. **Arrange for full payment** of the aggregate Purchase Price by wire transfer of immediately available funds, calculated in accordance with Item 2b of your applicable Beneficial Owner Offering Form(s) by the Subscription Expiration Deadline. For an Eligible Offeree that is not

the Backstop Party and that holds its Existing Common Stock through a Nominee, please instruct your Nominee to coordinate payment of the Purchase Price and transmit and deliver such payment to the Subscription Agent by the Subscription Expiration Deadline. The Backstop Party should follow the payment instructions that will be provided in the Funding Notice, except to the extent of any aggregate Purchase Price previously paid by such Eligible Offeree to the Subscription Agent or the Escrow Account in accordance with the terms of the Backstop Agreement.

The Subscription Expiration Deadline is 4:00 p.m. Central Time on 1, 2021.

If you are the direct holder of record of the Existing Common Stock on the books of the stock transfer registration books of Tuesday Morning Corporation, please note that your Beneficial Owner Offering Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by the Subscription Agent by the Subscription Expiration Deadline, along with the appropriate funding (with respect to Eligible Offerees that are not the Backstop Party) or the subscription represented by your applicable Beneficial Owner Offering Form(s) will not be counted and you will be deemed forever to have relinquished and waived your right to participate in the Eligible Offeree Rights Offering.

If you hold your Existing Common Stock through a Nominee, please note that the Beneficial Owner Offering Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by your Nominee in sufficient time to allow such Nominee to process and deliver the subscription instructions (via ASOP) to the Subscription Agent by the Subscription Expiration Deadline, along with the appropriate funding (with respect to Eligible Offerees that are not the Backstop Party) or the subscription represented by your applicable Beneficial Owner Offering Form(s) will not be counted and you will be deemed forever to have relinquished and waived your right to participate in the Eligible Offeree Rights Offering.

The Backstop Party must deliver the appropriate funding directly to the Subscription Agent or to the Escrow Account, as applicable, pursuant to the Funding Notice (except to the extent of any funding previously provided by the Backstop Party to the Subscription Agent or the Escrow Account in accordance with the terms of the Backstop Agreement) no later than the Backstop Funding Deadline.