

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	:	Chapter 15
	:	
DIGICEL INTERNATIONAL FINANCE LIMITED, ¹	:	Case No. 23-11625 (JPM)
	:	
Debtor in a Foreign Proceedings.	:	(Joint Administration Pending)
	:	
	:	Ref. Docket Nos. 3-7

**AMENDED
CERTIFICATE OF SERVICE**

I, ELLI PETRIS, hereby certify that:

1. I am employed as a Senior Case Manager by Epiq Corporate Restructuring, LLC, with their principal office located at 777 Third Avenue, New York, New York 10017. I am over the age of eighteen years and am not a party to the above-captioned action.
2. I caused to be served the:
 - a. “Motion for an Order Directing the Joint Administration of the Chapter 15 Cases of Digicel International Finance Limited and Its Debtor Affiliates Pursuant to 11 U.S.C. § 105(a) and Bankruptcy Rule 1015(b),” dated October 12, 2023 [Docket No. 3], (the “Joint Administration Motion”),
 - b. “Lists Pursuant to Federal Rules of Bankruptcy Procedure 1007(a)(4) and 7007.1 and Local Rule 1007-3,” dated October 12, 2023 [Docket No. 4], (the “Owner Statement”),
 - c. “Motion for (I) Recognition of Foreign Proceedings, (II) Recognition of Foreign Representative, (III) Recognition of Sanction Orders and Related Schemes, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code,” dated October 12, 2023 [Docket No. 5], (the “Recognition Motion”),
 - d. “Declaration of Lawrence Hickey in Support of the Motion for (I) Recognition of Foreign Proceedings, (II) Recognition of Foreign Representative, (III) Recognition of Sanction Orders and Related Schemes, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code and Additional First Day Filings,” dated October 12, 2023 [Docket No. 6], (the “Hickey Declaration”),

¹ The Debtors in these chapter 15 cases (the “**Chapter 15 Cases**”), along with each Debtor’s registration number, are: Digicel International Finance Limited (02649); Digicel Intermediate Holdings Limited (55586); and Digicel Limited (53898). The Debtors’ registered office and mailing address is Clarendon House, 2 Church Street, Hamilton, HM 11, Bermuda.

- e. *a customized version of the* “Declaration of Lawrence Hickey in Support of the Motion for (I) Recognition of Foreign Proceedings, (II) Recognition of Foreign Representative, (III) Recognition of Sanction Orders and Related Schemes, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code and Additional First Day Filings,” dated October 12, 2023, *related to Docket No. 6*, (the “Hickey Declaration Slipsheet”), a copy of which is annexed hereto as Exhibit A, and
- f. “Declaration of C. Christian R. Luthi in Support of the Motion for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, (III) Recognition of Sanction Orders and Related Schemes, and (IV) Related Relief Under Chapter 15 of The Bankruptcy Code,” dated October 12, 2023 [Docket No. 7], (the “Luthi Declaration”),

by causing true and correct copies of the:

- i. Joint Administration Motion, Owner Statement, Recognition Motion, Hickey Declaration Slipsheet, and Luthi Declaration to be enclosed securely in separate postage pre-paid envelopes and delivered via overnight mail to those parties listed on the annexed Exhibit B, on October 12, 2023,
 - ii. Joint Administration Motion, Owner Statement, Recognition Motion, Hickey Declaration, and Luthi Declaration to be delivered via electronic mail to those parties listed on the annexed Exhibit C, on October 12, 2023, and
 - iii. Joint Administration Motion, Owner Statement, Recognition Motion, Hickey Declaration, and Luthi Declaration to be delivered via electronic mail to: *tara.tiantian@usdoj.gov*, on October 13, 2023.
3. All envelopes utilized in the service of the foregoing contained the following legend: “LEGAL DOCUMENTS ENCLOSED. PLEASE DIRECT TO THE ATTENTION OF ADDRESSEE, PRESIDENT OR LEGAL DEPARTMENT.”

/s/ Elli Petris
Elli Petris

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

**DIGICEL INTERNATIONAL FINANCE
LIMITED, *et al.*,¹**

Debtors in Foreign Proceedings

Chapter 15

Case No. 23-11625 (JPM)

(Joint Administration Pending)

**DECLARATION OF LAWRENCE HICKEY IN SUPPORT OF THE MOTION FOR
(I) RECOGNITION OF FOREIGN PROCEEDINGS, (II) RECOGNITION OF FOREIGN
REPRESENTATIVE, (III) RECOGNITION OF SANCTION ORDERS AND RELATED
SCHEMES, AND (IV) RELATED RELIEF UNDER CHAPTER 15 OF THE
BANKRUPTCY CODE AND ADDITIONAL FIRST DAY FILINGS**

¹ The Debtors in these chapter 15 cases (the “**Chapter 15 Cases**”), along with each Debtor’s registration number, are: Digicel International Finance Limited (02649); Digicel Intermediate Holdings Limited (55586); and Digicel Limited (53898). The Debtors’ registered office and mailing address is Clarendon House, 2 Church Street, Hamilton, HM 11, Bermuda.

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I, Lawrence Hickey (the “**Foreign Representative**”), pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury under the laws of the United States of America as follows:

1. I am over the age of 18 and I make this declaration (this “**Declaration**”) on the basis of documentation I have reviewed, and facts known to me through my work with the Digicel group of companies (“**Digicel**” or the “**Group**”), including in various director and officer roles with certain of the Debtors (as described below), and in my capacity as Foreign Representative of the Debtors. Where relevant information has been provided to me by others, the information is true to the best of my knowledge and belief. If called upon, I could and would testify to all matters set forth in this Declaration. I am making this Declaration in accordance with section 1515 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

2. I have worked with Digicel for over 20 years. I am currently a non-executive director of debtor Digicel Limited (“**DL**”) and a representative of debtors Digicel Intermediate Holdings Limited (“**DIHL**”) and Digicel International Finance Limited (“**DIFL**”). I originally joined Digicel as the financial controller of Digicel’s Jamaica business in 2002. After spending three years as the financial controller of Digicel’s Jamaica business, I was appointed Digicel’s chief financial officer in 2006. At this time, I was also appointed to the board of directors of DIFL. I held these roles until December 2017, at which point I retired from active management of the Group. I rejoined the Group in September 2020 as a non-executive director of DL and have held that role since.

3. Prior to joining Digicel, I was a finance manager with Esat Telecom Group plc (“**Esat**”) in Ireland, where I was responsible for all financial reporting requirements of Esat. Before Esat, I qualified as a chartered accountant with KPMG International Ltd and worked with

Grafton Group plc as a reporting accountant. I have more than 29 years of experience in all aspects of finance and business operations, including 23 years specifically within the telecommunications industry. I earned a bachelor's degree in Business Studies from the University of Limerick. I am familiar with the Debtors' and Digicel's operations, businesses, and financial affairs.

4. As set forth below, I have also been appointed the Foreign Representative for the purposes of the Chapter 15 Cases, which are filed by DIFL, DL, and DIHL (each, a "**Debtor**" and, collectively, the "**Debtors**"). The Debtors are subject to the reorganization proceedings entitled (i) "In the Matter of Digicel International Finance Limited" concerning a scheme of arrangement under section 99 of the Bermuda Companies Act between DIFL and DIHL on the one hand and the DIFL Scheme Creditors on the other (the "**DIFL Scheme**") and (ii) "In the Matter of Digicel Limited" concerning a scheme of arrangement under section 99 of the Bermuda Companies Act between DL and the DL Scheme Creditors (the "**DL Scheme**" and, together, the "**Schemes**"), each pending before the Supreme Court of Bermuda, Civil Jurisdiction (Commercial Court), 2023: Nos. 305 and 306, respectively (together, the "**Bermuda Proceedings**").

5. On September 22, 2023, the Bermuda Court issued the Convening Orders (as defined below) for the purposes of, among other things, having the Bermuda Proceedings recognized in a jurisdiction outside of Bermuda, including to apply for recognition of the Bermuda Proceedings in the United States pursuant to chapter 15 of the Bankruptcy Code.

6. I am making this Declaration in support of the following documents filed contemporaneously herewith:

- a. *Official Form 401 Petitions* (the "**Chapter 15 Petitions**");
- b. *Motion for (I) Recognition of Foreign Proceedings, (II) Recognition of Foreign Representative, (III) Recognition of Sanction Orders and Related Schemes, and (IV) Related Relief Under Chapter 15 of the Bankruptcy Code* (the "**Motion for Recognition**");

- c. *Declaration of C. Christian R. Luthi in Support of the Motion for (I) (I) Recognition of Foreign Proceedings, (II) Recognition of Foreign Representative, (III) Recognition of Sanction Orders and Related Schemes, and (IV) Related Relief under Chapter 15 of the Bankruptcy Code (the “Foreign Law Declaration”); and*
- d. *Motion Pursuant to Fed. R. Bankr. P. 2002 and 9007 Requesting Entry of an Order Scheduling Recognition Hearing and Specifying Form and Manner of Service of Notice (the “Scheduling Motion” and, together with the Motion for Recognition, the Foreign Law Declaration, and the Chapter 15 Petitions, the “First Day Filings”).*

I. BACKGROUND

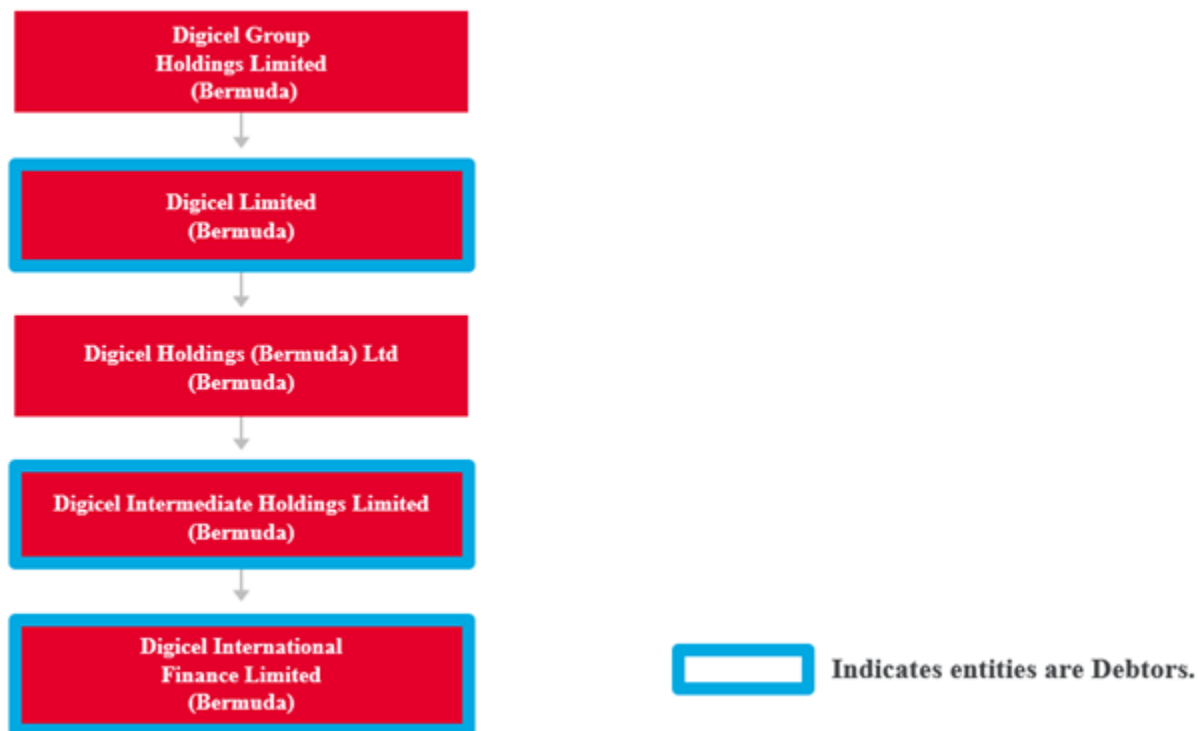
A. Debtors’ Business Operations and Preexisting Capital Structure

7. The Digicel Group is a leading integrated communications and entertainment provider in the Caribbean and Central America, providing a comprehensive range of mobile communications, business solutions, cable television, broadband, mobile financial services, and other related products and services to retail, corporate (including small and midsize enterprises), and government customers. Founded in the early 2000s principally as a mobile telephone provider in Jamaica, the Group quickly expanded to a range of new markets and businesses through a combination of new ventures and acquisitions of existing companies. Today, the Group’s business consists of three principal segments—(a) mobile, (b) Digicel+ (cable TV and broadband), and (c) business solutions. The Group employs a global workforce of approximately 5,500 people and provides products and services to over 10 million customers, including individuals, corporations, and governments, across 25 markets around the Caribbean and Central America, including Bermuda.

8. The Debtors are non-operating intermediate holding companies that are part of the Group. As set forth in the simplified organizational chart below, the Group’s ultimate parent is currently Digicel Group Holdings Limited (“**DGHL**”). DGHL is the sole shareholder of DL. DL, in turn, is the sole shareholder of Digicel Holdings (Bermuda) Limited (“**DHL**”), which is the sole

shareholder of DIHL, which in turn is the sole shareholder of DIFL. The Group operates its business primarily through DIFL’s direct and indirect subsidiaries.

9. DGHL and DHL are not debtors in the Chapter 15 Cases. As explained in more detail below, DGHL is subject to a separate scheme of arrangement pending before the Bermuda Court (the “**DGHL Scheme**”) and a chapter 15 proceeding pending captioned *Digicel Group Holdings Limited*, No. 23-11479 (JPM) (the “**DGHL Chapter 15 Proceeding**”). The DGHL Scheme is expected to be consummated prior to consummation of the Schemes, pursuant to which DGHL will eventually be wound-up. Following effectiveness of the Schemes (which are not conditioned upon consummation of the DGHL Scheme), DHL will replace DGHL as the ultimate parent of the Group.



10. Each of the Debtors is incorporated in Bermuda and maintains its registered offices in Bermuda. Additionally, the Debtors maintain their books and records in Bermuda and

occasionally hold board meetings there. Furthermore, the Debtors are also required by the Bermuda Companies Act to maintain registers of their directors and officers at their registered offices in Bermuda. Due to the Debtors' presence in Bermuda, their restructuring activities (as further described herein) have largely been centralized in Bermuda.

11. Even more, as non-operating holding companies, the Debtors function exclusively in Bermuda.² As shown in the structure chart above, each of the Debtors directly or indirectly owns other holding and operating companies that comprise Digicel. A summary of the Debtors' main assets, is as follows:

- a. DL: DL's principal assets include its equity interests in DHL.
- b. DIHL: DIHL's principal assets include its equity interests in DIFL, which is a Bermuda Company.
- c. DIFL: DIFL's primary assets include direct and indirect interests in various operating companies within the Digicel Group.

12. While Digicel operates throughout the Caribbean and Central America, it has a significant presence in the Bermuda marketplace. As of March 31, 2023, Digicel occupied the number one position in the mobile telecommunications services market in Bermuda, with over 49% of the market share and it generated approximately \$84 million in revenue from its Bermuda operations for the year ended March 31, 2023.³

13. The Debtors' outstanding funded indebtedness as of March 31, 2023 consisted of approximately \$3.8 billion in aggregate principal amount, consisting of the following instruments:⁴

² DIFL was originally incorporated in St. Lucia, but was continued into Bermuda in July 2023.

³ The Group's latest audited year-end financials are for the year ending March 31, 2023.

⁴ Excludes capitalized PIK interest on the Existing DIFL Unsecured Notes. The summary of the Debtor's funded indebtedness provided herein is for informational purposes only and is qualified in its entirety by the specific terms and conditions of such debt's governing documents.

- a. Existing DL Notes. On March 3, 2015, DL issued approximately \$925 million in aggregate principal amount of 6.750% Senior Notes due 2023 (the “**Existing DL Notes**,” and the holders of the Existing DL Notes, the “**Existing DL Noteholders**”) pursuant to that certain indenture dated as of March 3, 2015, by and among DL, as issuer, the guarantors party thereto,⁵ and Deutsche Bank Trust Company Americas, as trustee and collateral agent (the “**Existing Notes Trustee**”) (as amended, supplemented, or otherwise modified from time to time, the “**Existing DL Notes Indenture**”). A true and correct copy of the Existing DL Notes Indenture is attached hereto as Exhibit A. The Existing DL Notes Indenture and the Existing DL Notes are governed by, and construed in accordance with, the laws of the State of New York. As of March 31, 2023, the aggregate principal amount outstanding of the Existing DL Notes was approximately \$925 million.⁶
- b. Existing DIFL Secured Notes. On March 15, 2019, DIFL and DIHL⁷ co-issued approximately \$1.23 billion in aggregate principal amount of 8.75% Senior Secured Notes due 2024 (the “**Existing DIFL Secured Notes**” and the holders of the Existing DIFL Secured Notes, the “**Existing DIFL Secured**

⁵ The Existing DL Notes and the Existing DIFL Subordinated Notes (as defined below) are guaranteed by certain of the Group’s operating companies (the “**DL/DIFL Guarantors**”).

⁶ The scheduled maturity date of the Existing DL Notes was March 1, 2023. However, DL and the DL/DIFL Guarantors entered into a series of supplemental indentures to amend the Existing DL Notes Indenture to provide for a grace period before certain payment defaults constituting an “Event of Default” as defined in the Existing DL Notes Indenture could arise. Moreover, pursuant to the Restructuring Support Agreement (as defined below), the Existing DL Noteholders agreed to forebear on repayment of the Existing DL Notes for a period of 180 days in contemplation of the Restructuring Transactions.

⁷ DIHL replaced DHL as a co-issuer of the (i) Existing DIFL Subordinated Notes, (ii) Existing DIFL Unsecured Notes, (iii) Existing DIFL Secured Notes, and (iv) Term Loans through supplemental indentures with respect to each of the Existing DIFL Notes Indentures, respectively, and through a successor guaranty agreement with respect to the Term Loans, each dated June 24, 2020.

Noteholders”) pursuant to that certain indenture dated as of March 15, 2019, by and among DIFL and DIHL, as co-issuers, the guarantors party thereto (the “**DIFL Guarantors**”),⁸ and the Existing Notes Trustee, as trustee and collateral agent, (as amended, supplemented, or otherwise modified from time to time, the “**Existing DIFL Secured Notes Indenture**”). The Existing DIFL Secured Notes rank *pari passu* with the Term Loans and Bridge Facilities (each as defined below), are guaranteed by the DIFL Guarantors, and are secured by the same collateral as the existing loans under the Term Loans and the Bridge Facilities. A true and correct copy of the Existing DIFL Secured Notes Indenture is attached hereto as **Exhibit B**. The Existing DIFL Secured Notes Indenture and the Existing DIFL Secured Notes are governed by, and construed in accordance with, the laws of the State of New York. As of March 31, 2023, the aggregate principal amount outstanding of the Existing DIFL Secured Notes was approximately \$1.23 billion. The obligations under the Existing DIFL Secured Notes Indenture mature on May 25, 2024.

- c. **Term Loans.** DIFL is a borrower under that certain First Lien Credit Agreement, dated as of May 25, 2017, by and among DHL, as holdings, DIFL, as co-borrower, DIFL US Finance LLC (which was subsequently merged into DIFL), as co-borrower, the DIFL Guarantors party thereto, the lenders from time to time party thereto, and Citibank N.A., as administrative agent, collateral agent, and issuing bank (the “**Administrative Agent**”) (the “**Credit**

⁸ The Existing DIFL Unsecured Notes, the Existing DIFL Secured Notes, the Term Loan, and the Bridge Facilities (each as defined herein) are guaranteed by certain of the operating subsidiaries of DIFL (the “**DIFL Guarantors**”).

Agreement” and the term loans issued pursuant thereto, the “**Term Loans**”). A true and correct copy of the Credit Agreement is attached hereto as **Exhibit C**. The Term Loans rank *pari passu* with the Existing DIFL Secured Notes and Bridge Facilities, are guaranteed by the DIFL Guarantors, and are secured by the same collateral as the existing loans under the Existing DIFL Secured Notes and Bridge Facilities. The Credit Agreement is governed by, and construed in accordance with, the laws of the State of New York. As of March 31, 2023, the aggregate principal amount outstanding of the Term Loans was approximately \$1 billion. The obligations under the Credit Agreement mature on May 25, 2024.

- d. **Existing DIFL Subordinated Notes**. On May 22, 2020, DIFL and DIHL co-issued approximately \$250 million in aggregate principal amount of 8.00% Subordinated Notes due 2026 (the “**Existing DIFL Subordinated Notes**,” and the holders of the Existing DIFL Subordinated Notes, the “**Existing DIFL Subordinated Noteholders**”) pursuant to that certain indenture dated as of May 22, 2020, by and among DIFL and DIHL, as co-issuers, the DL/DIFL Guarantors party thereto, and the Existing Notes Trustee, as trustee and collateral agent (as amended, supplemented, or otherwise modified from time to time, the “**Existing DIFL Subordinated Notes Indenture**”). A true and correct copy of the Existing DIFL Subordinated Notes Indenture is attached hereto as **Exhibit D**. The Existing DIFL Subordinated Notes rank junior in right of payment to the Existing DIFL Secured Notes, Term Loans, and Bridge Facilities and are guaranteed by the DL/DIFL Guarantors. The Existing DIFL

Subordinated Notes Indenture and the Existing DIFL Subordinated Notes are governed by, and construed in accordance with, the laws of the State of New York. As of March 31, 2023, the aggregate principal amount outstanding of the Existing DIFL Subordinated Notes was approximately \$250 million. The obligations under the Existing DIFL Subordinated Notes Indenture mature on December 31, 2026.

- e. Existing DIFL Unsecured Notes. On May 22, 2020, DIFL and DIHL co-issued approximately \$317 million in aggregate principal amount of 13.00% Senior Cash Pay/PIK Notes due 2025 (the “**Existing DIFL Unsecured Notes**,” and together with the Existing DIFL Secured Notes and the Existing DIFL Subordinated Notes, the “**Existing DIFL Notes**,” and together with the Existing DL Notes, the “**Existing Notes**,” and holders of the Existing DIFL Unsecured Notes, the “**Existing DIFL Unsecured Noteholders**,” and together with the Existing DIFL Secured Noteholders and Existing DIFL Subordinated Noteholders, the “**Existing DIFL Noteholders**,” and together with the Existing DL Noteholders, the “**Existing Noteholders**”), pursuant to that certain indenture dated as of May 22, 2020, by and among DIFL and DIHL, as co-issuers, the DIFL Guarantors party thereto and the Existing Notes Trustee, as trustee and collateral agent (as amended, supplemented, or otherwise modified from time to time, the “**Existing DIFL Unsecured Notes Indenture**,” and, together with the Existing DIFL Secured Notes Indenture and the Existing DIFL Subordinated Notes Indenture, the “**Existing DIFL Notes Indentures**” and, together with the Existing DL Notes Indenture, the “**Existing Notes**

Indentures”). A true and correct copy of the Existing DIFL Unsecured Notes Indenture is attached hereto as **Exhibit E**. The DIFL Unsecured Notes are general senior unsecured obligations that bear cash and payment-in-kind interest at a rate of 6.0% and 7.0%, respectively, per annum (due semi-annually). The Existing DIFL Unsecured Notes Indenture and the Existing DIFL Unsecured Notes are governed by, and construed in accordance with, the laws of the State of New York. As of March 31, 2023, the aggregate principal amount outstanding of the Existing DIFL Unsecured Notes was approximately \$381 million. The obligations under the Existing DIFL Unsecured Notes Indenture mature on December 31, 2025.

- f. **Bridge Facilities**. On June 27, 2023, DIFL entered into that certain Bridge Facility Amendment to the Credit Agreement, by and among DIHL, as holdings, DIFL, as co-borrower, DIFL US Finance LLC (which was subsequently merged into DIFL), as co-borrower, the DIFL Guarantors party thereto, the lenders from time to time thereto, and the Administrative Agent, as administrative agent (the “**Bridge Facility Amendment**,” and the bridge loans issued pursuant thereto, the “**Bridge Facilities**” and together with the Term Loans and the Existing Notes, the “**Existing Indebtedness**”), which provided commitments for an aggregate principal amount of \$60 million of term loans (split between two tranches of \$24 million and \$36 million, respectively, for each Bridge Facility). A true and correct copy of the Bridge Facility Amendment is attached hereto as **Exhibit F**. The Bridge Facilities rank *pari passu* with the Term Loans and Existing DIFL Secured Notes, are guaranteed

by the DIFL Guarantors, and are secured by the same collateral as the existing loans under the Term Loans and the Existing DIFL Secured Notes. The Bridge Facilities were intended to provide short-term liquidity to the Group, and the Bridge Facilities are expected to be fully refinanced by the transactions contemplated by the Schemes. As of the date of this Declaration, there have been no drawings made under the Bridge Facilities.

14. The Existing Notes Indentures and Credit Agreement include numerous terms and provisions that provide notice to the Debtors' creditors that a restructuring of the Debtors' obligations could take place in Bermuda, under Bermuda law, and that the ability of the Debtors to repay the Existing Notes is dependent, in part, on operations and revenues derived from Bermuda. For example, the Existing Notes Indentures include "the bankruptcy law of Bermuda" within the definition of "Bankruptcy Law."⁹ Similarly, the Solicitation Statement and Exchange Offer Memorandum (each as defined below) made clear that the Debtors are exempted companies incorporated under the laws of Bermuda with limited liability,¹⁰ and that, because the Debtors are incorporated in Bermuda, a potential insolvency proceeding relating to the Debtors would likely involve the bankruptcy laws of Bermuda.¹¹ Moreover, the Solicitation Statement highlights, throughout various risks factors, how Existing Noteholders' rights could be affected as a result of

⁹ See Existing DL Notes Indenture, § 1.01; Existing Subordinated Notes Indenture, § 1.01; Existing Unsecured Notes Indenture, § 1.01; Existing Secured Notes Indenture, § 1.01.

¹⁰ See Solicitation Statement at 59 ("Digicel Limited is an exempted company, incorporated with limited liability under the laws of Bermuda on October 16, 2000, with its registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda. . . . Digicel Intermediate Holdings Limited is an exempted company, incorporated with limited liability under the laws of Bermuda on May 21, 2020, with its registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda. Digicel International Finance Limited was redomiciled by continuance from St. Lucia to Bermuda on July 11, 2023, and is an exempted company with limited liability registered under the laws of Bermuda, with its registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda.").

¹¹ See *id.* at 121 (including a section entitled "*Certain Insolvency Law and Local Law Limitations*" which discusses how the Existing Notes may be compromised pursuant to Bermuda insolvency law).

the application of Bermuda law,¹² and how the Group generated approximately \$84 million in revenue in Bermuda for the year ended March, 31, 2023.¹³

B. The 2020 Restructuring

15. In the years preceding the 2020 Restructuring (as defined herein), Digicel saw significant reductions in voice revenues, which was largely due to the industry-wide trend of voice services being substituted by users' data usage. At the time, revenue from other related services, such as Digicel's business solutions and cable television and broadband businesses did not grow enough to offset the decline in voice revenues. To remain competitive, Digicel continued to expand its business solutions and cable television and broadband businesses, which required significant capital expenditures. As a result, Digicel found itself with unsustainable levels of indebtedness. As of September 30, 2019, the Group's total outstanding debt was approximately \$7.4 billion, which included, among other things, \$1 billion in aggregate principal amount of 8.250% Senior Notes due 2022 (the "**DGL1 Notes**" and, the holders thereof, the "**DGL1 Noteholders**") issued by Digicel Group One Limited ("**DGL1**"), a non-operating holding company incorporated and with its registered office in Bermuda.

16. As a result, in an effort to achieve a comprehensive restructuring of its balance sheet, DGL1 commenced a reorganization proceeding (the "**2020 Bermuda Proceeding**") ultimately captioned *In the Matter of Digicel Group One Limited (Provisional Liquidators Appointed for Restructuring Purposes) and In the Matter of Section 99 of the Companies Act 1981* concerning a scheme of arrangement (under section 99 of the Bermuda Companies Act 1981) between DGL1 and the DGL1 Noteholders (the "**2020 Scheme**" or the "**2020 Restructuring**")

¹² See generally *id.*, Risk Factors, at 16-17, 24-26.

¹³ See *id.* at F-37.

before the Supreme Court of Bermuda, Civil Jurisdiction (Commercial Court), 2020: No. 149 on April 28, 2020.

17. On May 15, 2020, DGL1's foreign representatives commenced a chapter 15 case (the "**2020 Chapter 15 Case**") in the Bankruptcy Court for the Southern District of New York (the "**2020 Court**") seeking recognition and enforcement of the 2020 Bermuda Proceeding, the 2020 Scheme and the related sanction order (the "**2020 Recognition Motion**"). The 2020 Court entered an order granting the 2020 Recognition Motion in the territorial jurisdiction of the United States on June 17, 2020 (the "**2020 Recognition Order**"). *In re Digicel Group One Limited*, No. 20-11207 (SCC) (Bankr. S.D.N.Y. June 17, 2020) [ECF No. 29]. In the 2020 Recognition Order, the 2020 Court found, among other things, that (a) the 2020 Bermuda Proceeding and its related provisional liquidation proceeding were "'foreign proceedings' within the meaning of section 101(23) of the Bankruptcy Code" and (b) "Bermuda [] is the country where [DGL1's] center of main interests is located and, as such, the Bermuda Proceedings are entitled to recognition as 'foreign main proceedings' pursuant to section 1502(4) and 1517(b)(1) of the Bankruptcy Code." 2020 Recognition Order.

18. Ultimately, the 2020 Scheme was consummated on June 18, 2020, the 2020 Chapter 15 Case closed on April 20, 2021, and the Group was able to reduce its debt burden by almost \$2 billion. *In re Digicel Group One Limited*, No. 20-11207 (SCC) (Bankr. S.D.N.Y. April 20, 2021) [ECF No. 39].

II. THE RESTRUCTURING

19. In July 2022, Digicel completed the sale of its Digicel Pacific Limited business which generated approximately \$1.6 billion in gross proceeds (part of which was used to redeem existing indebtedness of the Group) (the "**Pacific Sale**"). However, notwithstanding the Pacific Sale, the Group still faced distress due in large part to deteriorating macroeconomic conditions in

the markets where the Group operates its business and near-term debt maturities. As a result, as described in more detail below, in mid-2022, the Group and its Advisors (as defined below) began discussing strategic alternatives to address the Group's debt burden at both DGHL and the Debtors.

A. The DGHL Restructuring

20. As noted above, DGHL is also subject to a restructuring proceeding in Bermuda. In particular, after months of good-faith negotiations, DGHL, DL, DIFL and certain DGHL creditors and stakeholders entered into a restructuring support agreement (the "**DGHL RSA**") on May 28, 2023, which provided the material terms of a restructuring transaction of DGHL's outstanding indebtedness to be implemented through the DGHL Scheme.

21. In addition, the DGHL RSA provides for the compromise of existing intercompany debts owed by DGHL to DL and DIFL (the "**Intercompany Claims**"). Pursuant to the DGHL RSA, in connection with consummation of the DGHL Scheme, DL and DIFL agreed to enter into a settlement agreement with DGHL to settle the Intercompany Claims for an agreed amount of cash and a share of the future proceeds from the Pacific Sale. As such, though the Schemes are not interconditional with the DGHL Scheme, the compromise of the Intercompany Claims as part of the DGHL Scheme is relevant to the assets of the Debtors.

22. The DGHL Scheme is expected to be consummated in the fourth quarter of 2023.

B. Events Leading to the Restructuring Transactions

23. Beginning in the summer of 2022, Digicel began to focus on addressing the March 1, 2023 maturity of the Existing DL Notes. As such Digicel commenced discussions with certain large holders of the Existing DL Notes. Shortly thereafter, Digicel began working with its advisors, Davis Polk & Wardwell LLP ("**Davis Polk**"), as counsel under New York law, Conyers Dill & Pearman Limited ("**Conyers**"), as counsel under the laws of Bermuda, and DC Advisory

LLC (“DCA” and collectively, the “Advisors”), as investment banker, to evaluate various strategic alternatives to address the Existing DL Notes’ upcoming maturity.

24. Among other things, Digicel, with the assistance of its Advisors, began to engage with an ad hoc group of holders of Existing Notes (the “DL Ad Hoc Group”), currently represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP, and Greenhill & Co. LLC.

25. However, as negotiations were progressing with the DL Ad Hoc Group, in September 2022, economic and political conditions in Haiti—which at the time was Digicel’s largest single market in terms of revenue—materially worsened, and in November 2022, Digicel announced that it “estimate[d] the financial impact [of the unrest] on Digicel Haiti in H2 FY23 (the six-month period ended March 31, 2023) would be significant. On a reported basis, assuming recent trends, Digicel estimated that as of March 31, 2023 its Adjusted EBITDA in Haiti would be in the region of US\$25-US\$35 million compared to US\$74 million in the prior half year.”¹⁴ The actual results for the period were in line with that forecast, and as a result the Group saw a significant reduction to the free cash flow it relied on to service the Group’s debt. Consequently, the Group decided that a refinancing transaction that dealt only with DL’s indebtedness would be insufficient, and a comprehensive restructuring of the Group’s capital structure would be necessary for the long-term benefit of its various stakeholders and for the Group’s financial and operational sustainability.

26. To that end, beginning in December 2022, in addition to the DL Ad Hoc Group, Digicel and its Advisors began engaging with an ad hoc group of Existing DIFL Secured Noteholders and Term Loan Lenders represented by Paul Hastings, LLP, ASW Law Limited, and

¹⁴ Digicel Provides Update on Trading Conditions in Haiti: H2 FY23 results for Digicel Haiti will be significantly impacted, November 10, 2022. See [Exhibit G](#).

Evercore Group LLC (the “**DIFL Secured Ad Hoc Group**”). The DIFL Secured Ad Hoc Group members hold primarily secured debt issued by DIFL. Furthermore, in February 2023, the DL Ad Hoc Group expanded to include GoldenTree Asset Management LP (as expanded, the “**PCG Ad Hoc Group**” and, together with the DIFL Secured Ad Hoc Group, the “**Ad Hoc Groups**”) as part of an effort to focus on a more comprehensive recapitalization.

27. Ultimately, on June 27, 2023, the Debtors, the members of the Ad Hoc Groups, and certain other stakeholders entered into a Restructuring Support Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**DL/DIFL RSA**” and, the parties thereto, the “**DL/DIFL RSA Parties**”). On the same day, the Debtors issued a press release announcing entry into the DL/DIFL RSA (the “**DL/DIFL RSA Press Release**”), a true and correct copy of which is attached hereto as **Exhibit H**.

28. The DL/DIFL RSA memorializes the material terms of the restructuring transactions to be implemented through the Schemes and the Proxy Solicitation and Exchange Offer, as described in more detail herein (as referred to herein, the “**Restructuring Transactions**”). The Restructuring Transactions contemplate a refinancing and equitization of the DL and DIFL indebtedness whereby DHL effectively becomes the parent holding company of the Group. In particular, the Restructuring Transactions provide (collectively, the “**Scheme Consideration**”):

- a. In exchange for the release of all claims arising out of the Existing DIFL Secured Notes Indenture and related documents, each Existing DIFL Secured Noteholder will receive its pro rata share of (i) new secured notes issued by DIFL in a principal amount as set forth in the Explanatory Statement (the “**New DIFL Secured Notes**”) and (ii) cash equal to the aggregate amount of all

accrued and unpaid interest outstanding on the Existing DIFL Secured Notes from the last interest payment date to the Scheme Effective Date (as defined in the DIFL Scheme);

- b. In satisfaction of all claims arising out of the Credit Agreement and related documents, each Term Loan Lender will receive its pro rata share of (i) new obligations under an amended and restated Credit Agreement in a principal amount as set forth in the Explanatory Statement (the “**New DIFL Term Loan**”) and (ii) cash equal to the accrued and unpaid cash interest outstanding on the Term Loan from the last interest payment date to the Scheme Effective Date;
- c. DHL will conduct a rights offering (the “**Rights Offering**”) of (i) up to \$110 million (the “**Offering Amount**”) of new convertible preferred shares (the “**Exit Preferred Shares**”) and (ii) 20% of the DHL Common Shares (as defined below) (subject to the Rights Offering Equity Adjustment (as defined below)) (the “**Subscription DHL Common Shares**” and, the rights to subscribe thereto and to the Exit Preferred Shares, collectively, the “**Equity Subscription Rights**”). In the event that the Offering Amount is less than \$110 million, DHL Common Shares will be reallocated to Existing DL Noteholders and Existing DIFL Subordinated Noteholders as part of their respective consideration, which will, in turn, reduce the amount of such Subscription DHL Common Shares offered in connection with the Rights Offering (the reallocation of such Subscription DHL Common Shares, the “**Rights Offering Equity Adjustment**”). In addition, pursuant to that certain Backstop Commitment

Agreement, dated June 27, 2023, the Rights Offering is “backstopped” or underwritten by certain members of the PCG Ad Hoc Group (the “**Backstop Parties**”) in the event the Rights Offering is either undersubscribed, or if subscribers fail to fund their subscription monies on closing. In consideration for agreeing to backstop the Rights Offering, the Backstop Parties will receive a premium equal to \$11 million, payable in Exit Preferred Shares and 2.0% of DHL Common Shares (the “**Backstop Payment**”). The proceeds of the Rights Offering will be used to refinance the Bridge Facilities and provide adequate liquidity for the Group on a go-forward basis.

- d. In exchange for the release of all claims arising out of the Existing DIFL Unsecured Notes Indenture and related documents, each holder of the Existing DIFL Unsecured Notes will receive its pro rata share of (i) new unsecured notes to be issued by a newly formed entity, Digicel Midco Limited, that will become a wholly owned and direct subsidiary of DHL in a principal amount as set forth in the Explanatory Statement (the “**Take-Back Notes**”) and (ii) cash equal to the accrued and unpaid cash interest outstanding on the Existing DIFL Unsecured Notes from the last interest payment date to the Scheme Effective Date;
- e. In exchange for the release of all claims arising out of the Existing DL Notes Indenture and related documents, holders of the Existing DL Notes will receive their pro rata share¹⁵ of (i)(A) 48.78% of the common shares of DHL (the “**DHL Common Shares**”) (subject to dilution by the DL Secured Notes

¹⁵ Based on the value of such claims as of August 15, 2023 (including accrued interest thereon).

Commitment Payment (as defined below) and which may be either voting or non-voting shares at the election of each Existing DL Noteholder) and (B) 78.90% of the Rights Offering Equity Adjustment and (ii) the Equity Subscription Rights;

- f. In exchange for the release of all claims arising out of the DIFL Subordinated Notes Indenture and related documents, holders of the Existing DIFL Subordinated Notes will receive their pro rata share¹⁶ of (i)(A) 13.05% of the DHL Common Shares (subject to dilution by the DIFL Subordinated Notes Commitment Payment (as defined below) and which may be either voting or non-voting shares at the election of each Existing DIFL Subordinated Noteholder) and (B) 21.10% of the Rights Offering Equity Adjustment and (ii) the Equity Subscription Rights; and
- g. The Take-Back Notes, the New DIFL Term Loan, the New DIFL Secured Notes, the Exit Preferred Shares, and the DHL Common Shares will all be issued on substantially the same terms as those set forth in Appendices I – IV to the Solicitation Statement, as applicable.

29. In addition to the Scheme Consideration, certain holders that signed the DL/DIFL RSA (consisting of the members of the PCG Ad Hoc Group, the DIFL Secured Steering Committee (as defined in the DL/DIFL RSA) and Diameter Capital Partners L.P. (“**Diameter**”)) are entitled to the following work payments (the “**Work Payments**”), as applicable, in

¹⁶ Based on the value of such claims as of August 15, 2023 (including accrued interest thereon).

consideration for their time and expense in working with the Debtor to formulate a restructuring solution:¹⁷

- a. in respect of the Existing DL Notes, 4.87% of DHL Common Shares to be issued and outstanding on the Scheme Effective Date, payable to members of the PCG Ad Hoc Group;
- b. in respect of the Existing DIFL Unsecured Notes, 2.00% of the aggregate principal amount of the Existing DIFL Unsecured Notes as of the Scheme Effective Date, payable in kind through the issuance on a dollar-for-dollar basis of Take-Back Notes to the members of the PCG Ad Hoc Group and Diameter based on the agreed proportions set out in the DL/DIFL RSA;
- c. in respect of each of the Existing DIFL Secured Notes and the Term Loans, 1.932% of the aggregate principal amount of Existing DIFL Secured Notes as of the Scheme Effective Date plus the Term Loans as of the Scheme Effective Date, payable in kind through the issuance on a dollar-for-dollar basis of either (i) New Secured Notes or (ii) New Term Loans, as applicable, each at the election of members of the PCG Ad Hoc Group, the members of the DIFL Secured Steering Committee and Diameter (based on the agreed proportions set out in the DL/DIFL RSA) as the holders eligible to receive such Work Payment; and

¹⁷ Further, pursuant to the DL/DIFL RSA, the Debtors have also agreed to pay the fees, costs, and expenses of the professional advisors to the PCG Ad Hoc Group and DIFL Secured Ad Hoc Group incurred in connection with the Restructuring Transactions and Schemes (the “**Professional Fees**”).

- d. in respect of the Existing DIFL Subordinated Notes, 1.30% of DHL Common Shares to be issued and outstanding on the Scheme Effective Date, payable to the members of the PCG Ad Hoc Group.

30. Each of the Solicitation Statement and the Exchange Offer Memorandum (each as described below) provided for a commitment payment to the Existing DL Noteholders and Existing DIFL Noteholders (as applicable) that provided Instructions (as defined below) to the Information Agent by September 11, 2023, at 5:00 p.m. (prevailing Eastern Time) (the “**Commitment Payment Election Deadline**”). Holders of the Term Loans are also entitled to receive a commitment payment if they became party to the DL/DIFL RSA by the Commitment Payment Election Deadline. The Debtors view the commitment payments as an important tool, consistent with market practice, for garnering “up-front” support for the Restructuring Transactions. The commitment payments will be made as follows:

- a. in respect of the Existing DL Notes, 0.000025% of DHL Common Shares for each \$1,000 principal amount of Existing DL Notes;
- b. in respect of the DIFL Subordinated Notes, 0.000025% of DHL Common Shares for each \$1,000 principal amount of Existing DIFL Subordinated Notes;
- c. in respect of the Existing DIFL Unsecured Notes, \$50 principal amount of Take-Back Notes per \$1,000 principal amount of Existing DIFL Unsecured Notes; provided that, upon the agreement of (i) the Debtors and (ii) the holders entitled to receive the Existing DIFL Unsecured Notes Commitment Payment that collectively hold or control more than 50% of the aggregate outstanding principal amount of the Existing DIFL Unsecured Notes held by all holders

- entitled to receive the Existing DIFL Unsecured Notes Commitment Payment, such commitment payment may be reduced or waived;
- d. in respect of the Existing DIFL Secured Notes, \$50 principal amount of New Secured Notes per \$1,000 principal amount of Existing DIFL Secured Notes; provided that, upon the agreement of (i) the Debtors and (ii) the holders entitled to receive the Existing DIFL Secured Notes Commitment Payment that collectively hold or control more than 50% of the aggregate outstanding principal amount of the Existing DIFL Secured Notes held by all holders entitled to receive the Existing DIFL Secured Notes Commitment Payment, such commitment payment may be reduced or waived; and
 - e. in respect of the Term Loans, \$50 principal amount of New Term Loans per \$1,000 principal amount of Term Loans; provided that, upon agreement of (i) the Companies and (ii) the holders entitled to receive the DIFL Term Loan Commitment Payment that collectively hold or control more than 50% of the aggregate outstanding principal amount of the Term Loans held by all holders entitled to receive the Term Loan Commitment Payment, such commitment payment may be reduced or waived.

31. In sum, the Restructuring Transactions contemplated by the DL/DIFL RSA are complex and heavily negotiated. They involved balancing the Group's interests with those of creditors with claims that varied in their level of structural and contractual priority, guarantees, and collateral packages. The comprehensive restructuring that the Group has negotiated in the DL/DIFL RSA and the DGHL RSA represents a compromise between numerous constituencies and addresses more than \$4.4 billion of funded indebtedness.

C. Solicitation Statement and Offering Memorandum

32. On August 21, 2023, the Debtors launched a proxy solicitation and circulated a solicitation statement describing the Restructuring Transactions to the Existing DL Noteholders, Existing DIFL Unsecured Noteholders, and Existing DIFL Secured Noteholders (the “**Solicitation Statement**”). On the same day, DIFL launched an exchange offer by circulating an exchange offer memorandum and consent solicitation statement describing the Restructuring Transactions to the Existing DIFL Subordinated Noteholders (the “**Exchange Offer Memorandum**”). Both the Solicitation Statement and the Exchange Offer Memorandum describe the proposed economic effect of the Schemes on DL Noteholders and/or DIFL Noteholders, including how such holders’ claims arising under the Existing Notes would be compromised, and the consideration that would become due to holders in exchange for such compromise under the respective Scheme. True and correct copies of the Solicitation Statement and Exchange Offer Memorandum are attached as **Exhibit I** and **Exhibit J** hereto, respectively.

33. Because the Restructuring Transactions implicate multiple debt instruments across the Group’s capital structure, the purpose of the Solicitation Statement and the Exchange Offer Memorandum were for the Debtors to solicit proxies for the proposed Schemes (and thereby determine at an early stage the level of overall creditor support) using a method familiar to holders of instruments such as the Existing Notes (i.e., a solicitation/consent process through the Depository Trust Company (“**DTC**”). By delivering their proxy and tendering their Existing Notes (other than the Existing DIFL Subordinated Notes) pursuant to the Solicitation Statement or, in the case of holders of the Existing DIFL Subordinated Notes, by delivering their proxy and tendering their Existing DIFL Subordinated Notes pursuant to the Exchange Offer Memorandum, Existing DL Noteholders and/or Existing DIFL Noteholders (as the case may be) were deemed to unconditionally deliver instructions for the Information Agent, effective immediately, to act as

their true and lawful agent, attorney-in-fact and proxy with respect to their Existing Notes for the purpose of taking all steps necessary, including executing all documents necessary, as may be required by applicable law, (a) to cause their Existing Notes to be assigned, transferred and exchanged and (b) in such capacity as true and lawful agent, attorney-in-fact and proxy to irrevocably vote in favor (including, if required, attending a meeting and voting on behalf their Existing Notes) of the relevant Scheme (“**Instructions**”).

34. As of the Commitment Payment Election Deadline, holders of approximately (i) 96.88% of the Existing DL Notes, (ii) 99.06% of the Existing DIFL Subordinated Notes, (iii) 99.54% of the Existing DIFL Unsecured Notes, and (iv) 99.33% of the Existing DIFL Secured Notes, by value, submitted Instructions to the Information Agent to vote on their behalf in favor of the Schemes. In addition, holders of approximately 97.37% of the Term Loans by value had appointed the Information Agent to vote on their behalf in favor of the Schemes by joining the DL/DIFL RSA by the Commitment Payment Election Deadline.

D. The Bermuda Proceedings

35. On September 12, 2023, the Debtors commenced the Bermuda Proceedings by issuing a composite practice statement letter, a true and correct copy of which is attached hereto as **Exhibit K** (the “**Practice Statement Letter**”), in accordance with Bermuda Court Circular N.18 of 2007 to (i) the beneficial holders of the Existing DL Notes (the “**DL Scheme Creditors**”) and (ii) the beneficial holders of the Existing DIFL Notes and the Term Loan Lenders (the “**DIFL Scheme Creditors**”) and, together with the DL Scheme Creditors, the “**Scheme Creditors**”) announcing the Debtors’ intention to file schemes of arrangement under the Bermuda Companies Act. The same day, or promptly thereafter, the Practice Statement Letter was (a) sent by the Information Agent to (i) DTC via email, (ii) the banks and brokerage firms holding the Existing Notes through DTC (the “**DTC Participants**”) via email, and (iii) DTC and the DTC Participants

via hard copy and with sufficient copies and instructions to forward such documents to the Existing Noteholders, (b) sent by the Existing Notes Trustee to holders of Existing Notes through DTC, (c) posted by the Debtors through a posting memorandum, to a secure Intralinks webpage to which all DIFL Term Loan Lenders have access, and (d) posted on the Debtors' scheme website: <https://dm.epiq11.com/DIFL-DL> (the "**Scheme Website**"). Scheme Creditors may obtain access to the Scheme Website by emailing tabulation@epiqglobal.com, with reference to "DIFL Scheme" or "DL Scheme," as applicable, in the subject line. Scheme Creditors must provide proof of their holdings to receive access to the Scheme Website. Once access is obtained, Scheme Creditors may download documents relating to the Schemes from the Scheme Website.

36. On September 14, 2023, (i) Debtor DL issued an originating summons on behalf of DL and (ii) Debtors DIHL and DIFL issued originating summons on behalf of DIFL and DIHL to the Bermuda Court, true and correct copies of which are attached hereto as **Exhibit L-1 and L-2**, seeking, among other things, entry of an order directing the Debtors to convene meetings of the Scheme Creditors to, among other things, vote on the Schemes (the "**Scheme Meetings**").

37. On September 19, 2023, the boards of directors of each Debtor duly adopted board resolutions (the "**Resolutions**"), true and correct copies of which are attached hereto as **Exhibit M**, which, among other things, permit the Debtors to (a) propose the Schemes, (b) appoint me as the Foreign Representative, and (c) commence the Chapter 15 Cases.

38. On the same day, a substantially finalized explanatory statement (the "**Explanatory Statement**") was submitted to the Bermuda Court along with other evidence. The Explanatory Statement includes copies of the Schemes in Part F thereof.

39. A hearing before the Bermuda Court was held on September 22, 2023, following which the Bermuda Court (a) entered a convening order with respect to the DL Scheme that

convened the DL Scheme Meeting and appointed me as the DL’s Foreign Representative (the “**DL Convening Order**”) and (b) entered a convening order with respect to the DIFL Scheme that convened the DIFL Scheme Meetings and appointed me as DIFL’s and DIHL’s Foreign Representative (the “**DIFL Convening Order**” and, together with the DL Convening Order, the “**Convening Orders**”). True and correct copies of the DL Convening Order and the DIFL Convening Order are attached hereto as **Exhibits N-1 and N-2**, respectively. The Scheme Meetings will be held consecutively on October 18, 2023, or such later date as the Debtors may decide, but not more than three months from the date of the Convening Order. DL Convening Order ¶ 3; DIFL Convening Order ¶ 3.

40. On October 3, 2023, and in accordance with the Convening Orders, the Information Agent sent a notice, a true and correct copy of which is attached hereto as **Exhibit O-1** (the “**DL Scheme Meetings Notice**”), to the DL Scheme Creditors (a) notifying them of the Scheme Meetings and (b) delivering the final version of the Explanatory Statement through (i) the DTC Participants, with sufficient copies and instructions to forward such documents to the Existing DL Noteholders, and (ii) publication of the Scheme Meetings Notice and the Explanatory Statement on the Scheme Website.

41. On October 3, 2023, and in accordance with the Convening Orders, (a) the Information Agent sent a notice, a true and correct copy of which is attached hereto as **Exhibit O-2** (the “**DIFL Scheme Meetings Notice**”), to the DIFL Scheme Creditors (i) notifying them of the Scheme Meetings and (ii) delivering the final version of the Explanatory Statement through (A) the DTC Participants, with sufficient copies and instructions to forward such documents to the Existing DIFL Noteholders, and (B) publication of the Scheme Meetings Notice and the Explanatory Statement on the Scheme Website and (b) the Debtors caused the DIFL Scheme

Meeting Notice and the final version of the Explanatory Statement to be posted to a secure Intralinks site available to all Term Loan Lenders.

42. A true and correct copy of the Explanatory Statement sent to Scheme Creditors is attached hereto as **Exhibit P**.

43. The provisions of the Convening Orders ensure that the Scheme Creditors will be properly notified of the Scheme Meetings and will have the opportunity to attend, be heard, and raise questions regarding and object to the Schemes at the proposed Scheme Meetings. All Scheme Creditors will also have the opportunity to vote at the Scheme Meetings, subject to compliance with the applicable procedures specified in the Convening Orders, either in person, by authorized representative (if a corporate entity), or by proxy and to ask questions regarding the proposed Schemes. DIFL Convening Order ¶ 10; DL Convening Order ¶ 10. The Convening Orders also specify that the Scheme Meetings will be chaired by John Bosacco, a managing director at DCA. DIFL Convening Order ¶ 14; DL Convening Order ¶ 14.

44. At the Scheme Meetings, votes will be held to determine whether the Scheme Creditors (in each class thereof) that are present and voting in person or by proxy approve the Schemes by greater than a majority in number representing at least 75% in value of the Scheme Creditors present and voting. If the Scheme Creditors do not approve the Schemes by the requisite majorities described in the foregoing sentence, the Schemes cannot be sanctioned by the Bermuda Court and will not take effect. Foreign Law Decl. ¶ 54.

45. If the Schemes are approved at the Scheme Meetings, a hearing before the Bermuda Court seeking sanction and approval of the Schemes (the “**Sanction Hearing**”) is expected to be held on or about November 3, 2023. The provisions of the Convening Orders ensure that the Scheme Creditors and any other creditors of the Debtors will have the opportunity to be heard and

raise questions and objections to the Schemes at the Sanction Hearing. Further, Conyers will appear at the Sanction Hearing, in front of the Bermuda Court on the Debtors' behalf.

46. Assuming the Bermuda Court deems it appropriate to enter orders sanctioning the Schemes following the Sanction Hearing (the "**Sanction Orders**"), the Sanction Orders are expected, among other things, to (a) sanction and approve consummation of the Schemes and the Restructuring Transaction and (b) authorize and effectuate the Releases (as defined below) set forth in the Schemes. Foreign Law Decl. ¶ 56. Upon delivery of the Sanction Orders to the Bermuda Registrar of Companies and satisfaction of the Schemes' other conditions precedent, including entry of a chapter 15 recognition order pursuant to the Chapter 15 Cases, the Schemes will become effective and thereby binding on all Scheme Creditors. *Id.* Accordingly, the Debtors and the Scheme Creditors intend to consummate the Restructuring Transactions shortly after the Sanction Orders and an order of this court (this "**Court**") are entered recognizing and enforcing the Schemes under chapter 15 of the Bankruptcy Code.

E. The Schemes of Arrangement

47. The holders who have submitted Instructions to the Information Agent in favor of the Schemes do not represent all holders of the Existing Notes and Term Loan Lenders. Therefore, the purpose of the Schemes is to effect a compromise and arrangement, pursuant to the Bermuda Companies Act, between the Debtors and the Scheme Creditors in relation to all claims of a Scheme Creditor against the Debtors arising directly or indirectly out of, in relation to and/or in connection with the Scheme Claims. If the Schemes become effective, all of the Scheme Creditors (irrespective of whether or not they voted in favor of the Schemes) will be bound by the terms of the Schemes and the Schemes will alter the rights of all of the Scheme Creditors. Consummation of the Schemes is dependent on the satisfaction or waiver of certain condition precedent set forth therein, including entry of the Recognition Order. The Schemes are interconditional.

48. The Schemes provide for releases. Broadly, the claims released in connection with the Schemes include (a) the releases of the Scheme Claims of the Scheme Creditors, the Depository Nominee, the Administrative Agent, and the Existing Notes Trustee, (b) the cancellation of the Existing Notes, and (c) the releases covered by the deed of release, substantially in the form of the Deed of Release attached to the Explanatory Statement as Appendix 7 (the “**Deed of Release**”), which is to be entered into on the Scheme Effective Date (together, the “**Releases**”). Among others, the Released Parties include the Existing Noteholders, the Term Loan Lenders, and the Supporting Shareholder. Importantly, however, the Releases do not release (i) the Group from (A) their obligations to implement and consummate the Schemes or (B) any claims other than claims (including the Existing Notes) that are compromised under the Schemes or (ii) the Released Parties (as defined in the Deed of Release) from any claims arising out of fraud, gross negligence, willful misconduct, willful default, or dishonesty.

III. CONNECTIONS TO THE UNITED STATES AND THIS DISTRICT

49. The Debtors have property in the United States, including in this jurisdiction, as follows:

- a. DL: DL’s property in New York includes an interest in cash held by Davis Polk as a retainer for Davis Polk’s services in connection with the Bermuda Proceedings and the Chapter 15 Cases, in a bank account located in Manhattan, New York;
- b. DIHL: DIHL’s property in New York includes an interest in cash held by Davis Polk as a retainer for Davis Polk’s services in connection with the Bermuda Proceedings and the Chapter 15 Cases, again in a bank account located in Manhattan, New York; and

- c. DIFL: DIFL's property in New York includes (i) approximately \$10,916,000.00 held in a bank account with JPMorgan as of October 11, 2023, which is located in the Borough of Manhattan in the City of New York (the "**U.S. Bank Account**"), and (ii) an interest in cash held by Davis Polk as a retainer for Davis Polk's services in connection with the Bermuda Proceedings and the Chapter 15 Cases, again in a bank account located in Manhattan, New York.

50. Additionally, the Existing Notes Indentures and the Credit Agreement are governed by New York law and contain provisions submitting the parties to the jurisdiction of any New York state or United States federal court sitting in the Borough of Manhattan in the City of New York. Moreover, each of the Existing Notes Indentures and the Credit Agreement contains a governing law clause selecting New York law as the governing law, and the issuers and guarantors of the Existing Notes and Term Loans expressly consented to New York jurisdiction and venue in the respective Existing Notes Indentures and Credit Agreement.

IV. REQUESTS FOR RECOGNITION AND RELATED RELIEF

51. In connection with the filing of the Chapter 15 Cases, by and through my counsel, I have submitted the First Day Filings. In addition to the facts set forth above, factual bases for relief under those motions is set forth below. I believe, after consultation with counsel, that the relief requested by each of the First Day Filings is necessary to maximize value for the Scheme Creditors through the Bermuda Proceedings and to properly administer the Chapter 15 Cases.

A. Scheduling Motion

52. Concurrently herewith, by and through my counsel, I have filed the Scheduling Motion seeking the entry of an order approving, among other things, (a) the form and manner of service of notice (the "**Recognition Hearing Notice**") of (i) the filing of the Chapter 15 Petitions

and certain related pleadings, including the Motion for Recognition, (ii) the deadline to object to the Court's entry of a final order (the "**Proposed Recognition Order**") granting the final relief sought in the Motion for Recognition (the "**Recognition Objection Deadline**"), and (iii) the hearing for the Court to consider the Chapter 15 Petitions and the relief requested in the Motion for Recognition (the "**Recognition Hearing**"), (b) the form and manner of service of the Recognition Hearing Notice on any party that files a notice of appearance in the Chapter 15 Cases, (c) the form and manner of service on the master service list of any pleadings or papers that I file through my counsel in the Chapter 15 Cases, and (d) granting certain related relief.

53. I can attest that the Debtors have many creditors and other parties-in-interest that received actual notice of the Bermuda Proceedings, and many of whom may need to be provided with notice of the Proposed Recognition Order, the Recognition Objection Deadline, the Recognition Hearing, or other papers filed in the Chapter 15 Cases. Under the facts and circumstances of the Chapter 15 Cases, I submit that service of the Recognition Hearing Notice and service of other papers in the manner proposed in the Scheduling Motion will provide parties-in-interest due and sufficient notice of the relief requested in the Motion for Recognition, the associated objection deadline, hearing dates, and of any other papers that may be filed in the Chapter 15 Cases.

54. Furthermore, I believe that the Recognition Hearing Notice provides multiple efficient ways for any party receiving such notice to obtain copies of pleadings filed in the Chapter 15 Cases, as it provides website addresses that can be used to obtain critical documents including the Motion for Recognition and the Proposed Recognition Order. Additionally, I believe that service by the Debtors of all pleadings that they file in the Chapter 15 Cases by electronic mail to the extent email addresses are available, and otherwise by overnight mail or United States mail,

first-class postage prepaid on the Notice Parties (as defined in the Scheduling Motion) is an efficient and effective way to provide notice to such key parties in the Chapter 15 Cases. I also believe that such proposed procedures will not overburden the Debtors with the significant costs associated with copying and mailing all the various documents filed in the Chapter 15 Cases to the entire matrix of creditors and other parties.

55. Therefore, I believe that the relief requested in the Scheduling Motion is necessary and appropriate and is in the best interests of the Court, the Debtors, their creditors, and other parties-in-interest.

B. Motion for Recognition

56. Concurrently herewith, by and through my counsel, I have filed the Motion for Recognition, seeking entry of an order, among other things:

- a. granting recognition of the Bermuda Proceedings as “foreign main proceedings” (as defined in section 1502(4) of the Bankruptcy Code) of the Debtors, pursuant to section 1517 of the Bankruptcy Code, all relief included therewith as provided in section 1520 of the Bankruptcy Code, and related relief under section 1521(a);¹⁸
- b. finding that I am the duly appointed “foreign representative” of the Debtors within the meaning of section 101(24) of the Bankruptcy Code and that I am authorized to act on behalf of the Debtors for purposes of this Chapter 15 Case;

¹⁸ Alternatively, should the Court decline to recognize the Bermuda Proceedings as the Debtors’ foreign main proceedings, the Foreign Representative respectfully requests that the Court recognize such proceedings as “foreign nonmain proceedings” (as defined in section 1502(5) of the Bankruptcy Code), and grant appropriate relief to the same extent such relief would be granted pursuant to section 1520(a) of the Bankruptcy Code had the proceedings been recognized as foreign main proceedings.

- c. entrusting me, as the Foreign Representative, with the power to administer, realize, and distribute all assets of the Debtors within the territorial jurisdiction of the United States;
- d. recognizing and enforcing the Schemes in the United States and giving full force and effect, and granting comity in the United States, to the Sanction Orders, including, without limitation, giving effect to the Releases set forth in the Schemes and to allow me, the Debtors, and their respective expressly authorized representatives and agents to take actions necessary to consummate the Schemes and transactions contemplated thereby;
- e. permanently enjoining all entities (as that term is defined in section 101(15) of the Bankruptcy Code) other than me, the Debtors, and their respective expressly authorized representatives and agents from (i) commencing, continuing, or taking any action in the United States that contravenes or would interfere with or impede the administration, implementation, and/or consummation of the Bermuda Proceedings, Schemes, or Sanction Orders, including, without limitation, to obtain possession of, exercise control over, or assert claims against the Debtors or their property or (ii) taking any action against the Debtors or their property located in the territorial jurisdiction of the United States to recover or offset any debt or claims that are assigned, subrogated, discharged, extinguished, novated, canceled, or released under the Schemes (including as a result of the laws of Bermuda or other applicable jurisdiction, as contemplated under the Schemes) or the Sanction Orders;

- f. authorizing and directing the Directed Parties¹⁹ and any successor trustees or agents to take any and all actions necessary to give effect to the terms of the Schemes and transactions contemplated thereby;
- g. exculpating and releasing the Directed Parties from any liability for any action or inaction taken in furtherance of, and/or in accordance with the Proposed Order or the Schemes, except for any liability arising from any action or inaction constituting gross negligence, actual fraud, or willful misconduct as determined by the Court; and
- h. granting such other and further relief as the Court deems just and proper.

57. As detailed herein, and more fully in the Motion for Recognition, I believe that there are persuasive reasons for recognition of the Bermuda Proceedings as foreign main proceedings (or, in the alternative, as foreign nonmain proceedings), including that, pragmatically, Bermuda is the proper jurisdiction for the Debtors' business to be comprehensively and efficiently restructured given that, as described above, the Debtors have their registered office in Bermuda and historical connections and interests to and in Bermuda. If the Bermuda Proceedings are not recognized as foreign main proceedings (or, in the alternative as foreign nonmain proceedings), and the Restructuring Transactions do not proceed, the Debtors will be unable to comply with their financial obligations under the Existing Indebtedness. As described herein, the Debtors have limited cash and other assets available, and if the Restructuring Transactions do not proceed, the Debtors would be unable to fully satisfy their debts. In the case that the Bermuda Proceedings are not recognized, it is likely that the Debtors will be wound-up, and the highly consensual Schemes

¹⁹ “**Directed Parties**” means DTC and Cede & Co (i.e., the record holder of the global notes representing all of the Existing Notes), the Existing Notes Trustee, the Existing Notes Trustees’ agents, attorneys, successors, and assigns.

that were the product of extensive, good faith negotiations will be converted into Bermuda liquidations.

58. I have been advised by my counsel that the Bermuda Proceedings are “foreign proceedings” and that I am a proper “foreign representative,” as those terms are defined in the Bankruptcy Code. I have been further advised that the Chapter 15 Cases were duly and properly commenced by filing the Chapter 15 Petitions accompanied by all fees, documents, and information required by the Bankruptcy Code and the Bankruptcy Rules, including (a) the corporate ownership statement, (b) a list containing (i) the names and addresses of all persons or bodies authorized to administer the Bermuda Proceedings of the Debtors, (ii) all parties to litigation pending in the United States in which the Debtors are a party at the time of the filing of the Chapter 15 Petitions (there are none), and (iii) all entities against whom provisional relief is sought (there are none), (c) a statement identifying all foreign proceedings with respect to the Debtors that are known to me, and (d) copies of the Convening Orders and the Resolutions.

59. In addition, I believe that the additional assistance requested from the Court (which is summarized above) is appropriate. The relief requested in the Motion for Recognition will give clear direction and authority under U.S. law to the Directed Parties to carry out the requirements of the Bermuda Proceedings in accordance with the laws of Bermuda and other applicable jurisdictions and the Sanction Orders.

60. My counsel has also advised me that the bankruptcy stay is one of the most fundamental protections provided by the Bankruptcy Code. I have been advised that it halts, among other things, all collection efforts, harassment, and foreclosure actions against a debtor and provides it with the necessary breathing room to attempt to resolve the financial pressures that caused a bankruptcy filing.

61. My counsel has advised me that the permanent injunctions under sections 1507 and 1521 of the Bankruptcy Code are critical to enjoin entities subject to this Court's jurisdiction from taking action against the Debtors or their property in the territorial jurisdiction of the United States in an attempt to circumvent the terms of the Schemes. Allowing evasion of the terms of the Schemes (including the Releases) or the Sanction Orders would force the Debtors to defend against these suits, regardless of their merit, and thus deplete its resources. For these reasons, I believe an injunction would support implementation of the Schemes and the Sanction Orders and would protect the interests of all creditors in having their claims valued and paid on a consistent, non-discriminatory basis as determined by the Bermuda Court.

62. With respect to the injunction, my counsel has also advised me that the stay is one of the fundamental protections provided by the Bankruptcy Code. I believe that the Debtors may suffer irreparable harm if a stay of actions by creditors in the United States is not granted by the Court. Preventing the commencement of any enforcement action that could disrupt the Bermuda Proceedings or threaten the Debtors' foreign estates is necessary to ensure the success of the Bermuda Proceedings, which the Debtors anticipate will result in the successful restructuring of the Existing Notes and Term Loans, pursuant to orders of the Bermuda Court.

63. I also believe that the Debtors' creditors and other stakeholders will suffer little, if any, harm as a result of the requested relief, as it will merely preserve the status quo. To the extent that any creditor wishes to voice objections to the Schemes, such objections may be brought before the Bermuda Court, and therefore, the Debtors' creditors will not be adversely affected by a stay in the United States.

64. Additionally, I believe that it is critical that I be entrusted with the Debtors' assets located in the United States, because this will help ensure that the Debtors, through me, retain

access to their property in the United States and are able to (a) use such property as necessary in the ongoing operation of their businesses, (b) protect and maximize value for the benefit of all stakeholders, and (c) protect the Debtors' property from any maneuvers by creditors to seize assets. If I am not entrusted with the Debtors' assets located in the United States, I may not be able to assure that such assets are utilized to protect the Debtors' businesses in a manner consistent with the Schemes.

65. Finally, as described in the Motion for Recognition, and as discussed with counsel, I understand and believe that recognizing the Schemes and granting the relief requested therein is consistent with the purpose of chapter 15 of the Bankruptcy Code and the public policy of the United States. I believe that the relief requested is necessary and appropriate and is in the best interests of the Debtors, their creditors, and other parties-in-interest. Therefore, I have directed United States counsel, Davis Polk & Wardwell LLP, to (a) commence the Chapter 15 Cases and (b) seek recognition of the Bermuda Proceedings as "foreign main proceedings" or, in the alternative, "foreign nonmain proceedings."

CONCLUSION

66. Based on the foregoing, I believe that the relief being requested in the Chapter 15 Cases is well-justified, necessary under the circumstances, in the best interests of the Debtors and their creditors, and should be granted.

[Signature page follows]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: October 12, 2023

/s/ Lawrence Hickey

Lawrence Hickey
Director

**DECLARATION OF LAWRENCE HICKEY IN SUPPORT OF THE
MOTION FOR (I) RECOGNITION OF FOREIGN PROCEEDINGS, (II)
RECOGNITION OF FOREIGN REPRESENTATIVE, (III) RECOGNITION
OF SANCTION ORDERS AND RELATED SCHEMES, AND (IV)
RELATED RELIEF UNDER CHAPTER 15 OF THE BANKRUPTCY
CODE AND ADDITIONAL FIRST DAY FILINGS
(the “Declaration”)
[Docket No. 6]**

The Exhibits to the Declaration are not attached due to their size.

The complete Declaration, as well as all other documents filed in this case, may be accessed (a) at the office of the clerk of the United States Bankruptcy Court for the Southern District of New York, (b) through the website maintained by the Debtors’ information agent at <https://dm.epiq11.com/DIHL> free of charge or (c) through PACER on the Court’s website at <https://www.nysb.uscourts.gov> for a nominal fee. You may also request a PDF copy of the complete Declaration by contacting the Debtors’ information agent by email at Digicel@epiqglobal.com.

EXHIBIT B

Claim Name	Address Information
DEPOSITORY TRUST & CLEARING	CORP (DTCC); REORG ANNOUNCEMENTS MANDATORY ANNOUNCEMENTS-LEGAL NTC 570 WASHINGTON BLVD, 4TH FL JERSEY CITY NJ 07310
DIGICEL INTERMEDIATE HOLDINGS LIMITED	CLARENDON HOUSE, 2 CHURCH STREET HAMILTON HM 11 BERMUDA
DIGICEL INTERNATIONAL FINANCE LIMITED	CLARENDON HOUSE, 2 CHURCH STREET HAMILTON HM 11 BERMUDA
DIGICEL LIMITED	CLARENDON HOUSE, 2 CHURCH STREET HAMILTON HM 11 BERMUDA
FINANCIAL INDUSTRY REGULATORY	AUTHORITY (FINRA) 1735 K STREET WASHINGTON DC 20006
LAWRENCE HICKEY	FOREIGN REPRESENTATIVE CLARENDON HOUSE, 2 CHURCH STREET HAMILTON HM 11 BERMUDA
SECURITIES AND EXCHANGE COMMISSION	NEW YORK REGIONAL OFFICE ATTN: LEGAL DIVISION 3 WORLD FINANCIAL CENTER, STE 400 NEW YORK NY 10281
SECURITIES AND EXCHANGE COMMISSION	SEC HEADQUARTERS ATTN: LEGAL DIVISION 100 F STREET WASHINGTON DC 20549
THE DEPOSITORY TRUST COMPANY (DTC)	AND ITS NOMINEE CEDE & CO. 140 58TH STREET BROOKLYN NY 11220

Total Creditor count 9

EXHIBIT C

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TOTAL 15