

## OFFER TO PURCHASE

**Victra Holdings, LLC**  
**Victra Finance Corp.**

**Offer to Purchase for Cash**  
**Any and All of the Outstanding 7.750% Senior Secured Notes due 2026**

**THE OFFER (AS DEFINED BELOW) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON SEPTEMBER 13, 2024, UNLESS EXTENDED OR EARLIER TERMINATED BY THE ISSUERS (AS DEFINED BELOW) IN THEIR SOLE DISCRETION (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED OR EARLIER TERMINATED, THE “EXPIRATION TIME”). NOTES TENDERED PURSUANT TO THE OFFER MAY BE VALIDLY WITHDRAWN PRIOR TO OR AT THE EXPIRATION TIME OR AS OTHERWISE REQUIRED BY LAW. THE OFFER IS SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS, AS SET FORTH UNDER THE HEADING “TERMS OF THE OFFER—CONDITIONS TO THE OFFER” OF THE OFFER TO PURCHASE.**

Victra Holdings, LLC (formerly known as LSF9 Atlantis Holdings, LLC), a Delaware limited liability company (the “**Company**”), and Victra Finance Corp., a Delaware corporation (“**Victra Finance**” and, together with the Company, the “**Issuers**”), upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, and including the materials appended hereto, the “**Offer to Purchase**”), hereby offer (the “**Offer**”) to purchase any and all of their outstanding 7.750% Senior Secured Notes due 2026 (the “**Notes**”) for the Total Consideration (as defined below) from each registered holder of such Notes (each a “**Holder**” and, collectively, the “**Holders**”).

The following pricing table sets forth the material pricing terms for the Offer:

<b>Title of Security</b>	<b>Outstanding Aggregate</b>	<b>CUSIPs / ISINs</b>	<b>Total Consideration<sup>(1)</sup></b>
	<b>Principal Amount</b>		
7.750% Senior Secured Notes due 2026	\$727,833,000	50220MAA8 / US50220MAA80 U54637AA8 / USU54637AA82 50220MAB6 / US50220MAB63	\$1,008.75

- (1) Per \$1,000 principal amount of Notes validly tendered and accepted for payment, and excluding Accrued Interest (as defined below). Holders will receive in cash an amount equal to Accrued Interest in addition to the Total Consideration.

*The Dealer Managers for the Offer are:*

**BofA Securities**

**Truist Securities**

September 9, 2024

Upon the terms and subject to the conditions set forth in this Offer to Purchase, Holders who validly tender (and do not validly withdraw) their Notes prior to the Expiration Time, if such Notes are accepted for payment, shall receive on the Settlement Date (as defined below) \$1,008.75 (the “**Total Consideration**”) for each \$1,000 principal amount of the Notes validly tendered prior the Expiration Time and accepted for payment pursuant to the Offer. In addition, the Issuers will pay accrued and unpaid interest on the Notes accepted for purchase from the most recent payment of semi-annual interest preceding the Settlement Date to, but not including, the Settlement Date (the “**Accrued Interest**”). The settlement date in respect of any Notes that are validly tendered prior to the Expiration Time (other than in compliance with the guaranteed delivery procedures set forth herein, the “**Guaranteed Delivery Procedures**”), and accepted by the Issuers for purchase in the Offer, will be promptly after the Expiration Time (the “**Settlement Date**”) and is expected to be on or about September 18, 2024. Valid tenders of Notes will be accepted in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof, subject to the requirement that Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$2,000 principal amount and any multiple of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted.

Holders who desire to receive the Total Consideration are required to validly tender and not validly withdraw their Notes prior to the Expiration Time (other than in compliance with the Guaranteed Delivery Procedures). Notes tendered pursuant to the Offer may be validly withdrawn at any time prior to or at the Expiration Time or as otherwise required by law.

**The consummation of the Offer and the Issuers’ obligation to accept for purchase, and to pay for, Notes that are validly tendered and not validly withdrawn pursuant to the Offer is conditioned, among other things, upon the General Conditions (as defined below) and the Financing Condition (as defined below). The Offer is not conditioned on any minimum principal amount of Notes being tendered.**

The Issuers, in their sole discretion, may, where possible, waive any of the conditions to the Offer. Subject to the terms and conditions of the Offer, the Issuers will accept for payment, as promptly as practicable after the Expiration Time, all Notes validly tendered and not validly withdrawn.

Following the consummation of the Offer, on or around the Settlement Date, the Issuers expect to satisfy and discharge (the “**Satisfaction and Discharge**” or “**Satisfy and Discharge**”) that certain indenture, dated as of February 19, 2021 (as supplemented or otherwise modified from time to time, the “**Indenture**”), by and among the Issuers, the guarantors from time to time party thereto and Wilmington Trust, National Association, as trustee (in such capacity, the “**Trustee**”) and collateral agent, with respect to any Notes that were not validly tendered (or were validly withdrawn) in connection with the Offer and remain outstanding thereafter (such Notes that are not tendered in the Offer, the “**Non-Tendered Notes**”) by depositing with the Trustee an amount sufficient to redeem the Non-Tendered Notes on February 15, 2025 at the then-applicable redemption price of 100% of the outstanding principal amount thereof, plus accrued and unpaid interest, to, but excluding, the redemption date (the “**Redemption Price**”), in accordance with the terms of the Indenture. In connection with the Satisfaction and Discharge, the Issuers expect to deliver a notice of redemption on the Settlement Date to redeem all of the outstanding Non-Tendered Notes on February 15, 2025 at the Redemption Price. Upon the Satisfaction and Discharge of the Indenture on or about the Settlement Date, the guarantees on, and the liens on the collateral securing, the Non-Tendered Notes will be released in accordance with the Indenture. There can be no assurance that the Issuers will Satisfy and Discharge, redeem or otherwise extinguish the Indenture. See “Certain Considerations.”

All of the Notes are held in book-entry form through the facilities of The Depository Trust Company (“**DTC**”). Notes may be tendered as described under “Important Information” below. A Holder who wishes to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following the Guaranteed Delivery Procedures under “Terms of the Offer—Procedures for Tendering Notes—Guaranteed Delivery,” including physical delivery of the notice of guaranteed delivery attached as Appendix A hereto (the “**Notice of Guaranteed Delivery**”) to the Tender and Information Agent (as defined below). By submitting a tender, a Holder will be deemed to have given the representations, warranties and undertakings set forth below under “Terms of the Offer—Representations, Warranties and Undertakings.”

**Neither the Issuers nor any member of the Issuers' board of directors or managers, any officer or other affiliate of the Issuers, the Trustee, the Dealer Managers (as defined below), the Tender and Information Agent or DTC is making any recommendation in connection with this Offer.**

The Tender and Information Agent for the Offer is Global Bondholder Services Corporation (the “**Tender and Information Agent**”).

## IMPORTANT DATES

Holders of Notes should take note of the following dates in connection with the Offer:

<b>Date</b>	<b>Calendar Date</b>	<b>Event</b>
Withdrawal Deadline.....	5:00 p.m., New York City time, on September 13, 2024, unless extended or earlier terminated by the Issuers, in their sole discretion.	Notes tendered pursuant to the Offer may be withdrawn at or prior to the Expiration Time or as otherwise required by law.
Expiration Time.....	5:00 p.m., New York City time, on September 13, 2024, unless extended or earlier terminated by the Issuers, in their sole discretion.	The last day and time for Holders to tender Notes pursuant to the Offer (other than in compliance with the Guaranteed Delivery Procedures) in order to be eligible to receive the Total Consideration on the Settlement Date.
Guaranteed Delivery Date.....	5:00 p.m., New York City time, on September 17, 2024, which is the second business day following the Expiration Time.	The delivery of Notes tendered by Guaranteed Delivery Procedures must be made no later than the Guaranteed Delivery Date.
Settlement Date .....	Promptly following the Expiration Time. The Issuers expect that this date will be on or about September 18, 2024.	Payment of the Total Consideration for all Notes validly tendered on or prior to the Expiration Time (other than in compliance with the Guaranteed Delivery Procedures), and accepted for payment, plus the Accrued Interest.

## CERTAIN OFFER MATTERS

In connection with this Offer, the Issuers, subject to the terms and conditions set forth in this Offer to Purchase, hereby offer to pay each Holder of any Note who validly tenders (and does not validly withdraw) on or prior to the Expiration Time (other than in compliance with the Guaranteed Delivery Procedures), the Total Consideration in cash equal to \$1,008.75 per \$1,000 principal amount of tendered Notes. No amendments to the Indenture are being sought in connection with the Offer.

**See “Certain Considerations” and “Certain U.S. Federal Income Tax Considerations” for a discussion of certain factors that should be considered in evaluating the Offer.**

**This Offer to Purchase does not constitute a notice of redemption under the optional redemption provisions of the Indenture.**

Payment of the Total Consideration shall be made on the Settlement Date, following acceptance by the Issuers of all Notes, that are validly tendered (and not validly withdrawn) on or prior to the Expiration Time (other than in compliance with the Guaranteed Delivery Procedures). Valid tenders of Notes will be accepted in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof, subject to the requirement that Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$2,000 principal amount and any multiple of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted.

**Holders who desire to receive the Total Consideration are required to validly tender and not validly withdraw their Notes prior to the Expiration Time (other than in compliance with the Guaranteed Delivery Procedures). Notes tendered pursuant to the Offer may be validly withdrawn prior to or at the Expiration Time or as otherwise required by law.**

Concurrently with the commencement of the Offer, the Issuers launched an offering of \$500 million in aggregate principal amount of new senior secured notes (the “**New Notes Offering**”). The Issuers also intend to amend the Issuers’ existing first lien senior secured term loan facilities (the “**Existing Term Loan Facilities**”) by entering into an amendment (the “**Term Loan Amendment**”) to the Term Loan Credit Agreement, dated as of March 31, 2022, on or prior to the Settlement Date providing for, among other things, (i) the incurrence of \$734 million in aggregate principal amount of a new first lien senior secured term loan facility, the proceeds of which will be used to refinance all of the \$584 million aggregate principal amount outstanding under the Existing Term Loan Facilities, with the remaining \$150 million in aggregate principal amount expected to be used to (x) fund a portion of the Offer and, to the extent applicable, the Satisfaction and Discharge, and (y) pay fees and expenses in connection with the foregoing, and (ii) a new senior secured revolving credit facility providing for revolving credit borrowings and letters of credit in an aggregate principal amount of up to \$165.0 million (the transactions contemplated in clauses (i) and (ii), together with the New Notes Offering, the “**Financing**”). The proceeds from the Financing are expected to be used in part to purchase Notes validly tendered and not validly withdrawn pursuant to the Offer and accepted for payment, on the Settlement Date, and, to the extent applicable, for the Satisfaction and Discharge, and to pay fees and expenses in connection with the foregoing. Notwithstanding any other provisions of the Offer, the Offer is conditioned upon the completion of the Financing on or around the Settlement Date (the “**Financing Condition**”). **The Issuers will not be required to accept for purchase any tendered Notes, or pay any Total Consideration, if the Financing Condition has not been satisfied prior to or on the Settlement Date.** The Issuers cannot assure you that the Financing will be successful and the Issuers reserve the right to waive any and all conditions of the Offer, including the Financing Condition.

**The Offer is also conditioned upon the satisfaction of the General Conditions.**

**THE CONDITIONS ARE FOR THE SOLE BENEFIT OF THE ISSUERS. THE ISSUERS RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO WAIVE ANY ONE OR MORE OF THE CONDITIONS TO THEIR OFFER AT ANY TIME. SEE “TERMS OF THE OFFER—CONDITIONS TO THE OFFER.”**

Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders. Subject to applicable securities laws and the terms set forth in the Offer, the Issuers reserve the right (i) to

terminate the Offer, (ii) to waive all the unsatisfied conditions to the Offer, (iii) to extend the Offer or (iv) to amend the Offer in any other respect. If the Issuers make a material change in the terms of the Offer or the information concerning the Offer, the Issuers will disseminate additional offering materials and extend the Expiration Time of the Offer to the extent required by law and permitted by the Indenture. See “Terms of the Offer— Extension, Amendments and Termination.”

## IMPORTANT INFORMATION

Any Holder desiring to tender Notes should (a) deliver the certificates for the tendered Notes to the Tender and Information Agent (or transfer such Notes pursuant to the book-entry transfer procedures described herein), (b) request the Holder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction or (c) tender through DTC pursuant to DTC's Automated Tender Offer Program ("ATOP"). **A Holder with Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact that broker, dealer, commercial bank, trust company or other nominee if such Holder desires to tender those Notes.** To be valid, tenders must be received by the Tender and Information Agent prior to the Expiration Time (other than in compliance with the Guaranteed Delivery Procedures). If any Holder desires to tender its Notes and (1) such Holder cannot comply with the procedure for book-entry transfer or (2) such Holder cannot deliver the other required documents by the Expiration Time, such Holder must tender its Notes according to the Guaranteed Delivery Procedures specified in "Procedures for Tendering Notes—Guaranteed Delivery" below, including delivery of the "Notice of Guaranteed Delivery."

**THIS OFFER TO PURCHASE CONTAINS IMPORTANT INFORMATION WHICH SHOULD BE READ BEFORE A DECISION IS MADE WITH RESPECT TO THE OFFER.**

No dealer, salesperson or other person is authorized to give any information or to make any representations with respect to the matters described in this Offer to Purchase (which includes the materials appended hereto) other than those contained herein or in the documents incorporated by reference herein, and we take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This Offer to Purchase and the related documents do not constitute an offer to buy or the solicitation of an offer to sell Notes in any circumstances in which such offer or the solicitation thereof is unlawful. In those jurisdictions where the securities, "blue sky" or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of the Issuers by the Dealer Managers or one or more registered brokers or dealers licensed under the laws of such jurisdiction. Neither the delivery of this Offer to Purchase (which includes the materials appended hereto) nor any purchase of Notes shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuers since the date hereof, or that the information herein is correct as of any time subsequent to the date hereof. Nothing in this Offer to Purchase constitutes an offer to sell any securities.

This Offer to Purchase has not been filed with or reviewed by any federal or state securities commission or other regulatory authority, nor has any such commission or authority passed upon the fairness or merits of, or upon the accuracy or adequacy of, this Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense.

## **WHERE YOU CAN FIND MORE INFORMATION; INCORPORATION OF DOCUMENTS BY REFERENCE**

The Issuers are not subject to the periodic reporting and other informational requirements of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). Under the terms of the Indenture, the Issuers agreed that for so long as any of the Notes remain outstanding, the Issuers will furnish to holders of the Notes the information specified therein. The Issuers make such information available to holders on a password-protected online data system (the “**Noteholder Website**”). Except as indicated below, information on the Noteholder Website is not and should not be considered part of this Offer to Purchase and is not incorporated by reference herein.

The following documents have been made available on the Noteholder Website and are incorporated by reference herein:

- The Company’s audited consolidated financial statements as of December 31, 2023 (Successor) and 2022 (Successor) and for the year ended December 31, 2023 (Successor) and 2022 (Successor), the two months ended December 31, 2021 (Successor) and the ten months ended October 31, 2021 (Predecessor), together with the notes related thereto and the Management’s Discussion and Analysis of Financial Condition and Results of Operations;
- The Company’s unaudited condensed consolidated financial statements as of and for the six months ended June 30, 2024 and 2023, together with the notes related thereto and the Management’s Discussion and Analysis of Financial Condition and Results of Operations; and
- The Issuers’ report for the quarter ended March 31, 2024.

All documents subsequently made available by the Issuers on the Noteholder Website prior to the expiration or termination of the Offer shall be deemed to be incorporated by reference into this Offer to Purchase and to be a part hereof, if expressly indicated as being incorporated by reference therein.

Any statement contained in this Offer to Purchase or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of the Offer to the extent that a statement contained herein or in any other document subsequently made available on the Noteholder Website, which also is, or is deemed to be, incorporated by reference herein, modifies or supersedes any such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase.

The Issuers have not authorized anyone to provide you with information other than that provided in this Offer to Purchase. The Issuers take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. You should not assume that the information in this Offer to Purchase is accurate as of any date other than the date of this Offer to Purchase.

This Offer to Purchase contains summaries of certain agreements that the Issuers have entered into or will enter into. The descriptions contained in this Offer to Purchase of these agreements do not purport to be complete and are subject to, or qualified in their entirety by reference to, the definitive agreements.



## FORWARD-LOOKING STATEMENTS

This Offer to Purchase and information incorporated by reference in this Offer to Purchase contain various statements relating to future financial performance and results, business strategy, plans, goals and objectives of the Issuers and their subsidiaries (“**we**” or “**us**”). Words such as “expects,” “plans,” “seeks,” “anticipates,” “strategy,” “believes,” “intends,” “may,” “outlook,” “forecasts,” “goal,” “estimates” and other similar expressions or future or conditional verbs such as “will,” “should,” “would” and “could” are intended to identify such forward-looking statements. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. Actual outcomes and results may differ materially from those expressed in, or implied by, our forward- looking statements.

Forward-looking statements are based on our current expectations, beliefs, strategies, estimates, projections and assumptions, based on our experience in the industry as well as our perceptions of historical trends, current conditions, expected future developments and other factors we think are appropriate. All forward-looking statements, by their nature, are subject to risks and uncertainties. The following, together with disclosures under “Certain Considerations,” sets forth certain risks and uncertainties relating to our forward-looking statements that may cause actual results to be materially different from our present expectations or projections:

- our reliance on business arrangements with Verizon;
- negative general economic conditions;
- our ability to compete effectively and drive sales growth;
- our ability to adapt to technological disruption;
- our dependency on key suppliers and vendors;
- interruptions in the delivery of products from third-party suppliers;
- natural disasters, terrorist acts, geopolitical instability or other causes of damage to infrastructure;
- declines in the retail and/or technology industry;
- unfavorable publicity;
- rising commodity and labor expenses;
- costs associated with opening, closing and remodeling stores;
- unfavorable regulations and/or lease terms;
- loss of key personnel;
- failure to recruit, train and retain high-quality management and staff;
- inability to navigate social media;
- adverse litigation;
- information technology and data security issues;
- cybersecurity breaches of confidential information;

- costs of compliance or non-compliance with regulations;
- inadequate insurance coverage;
- our substantial level of indebtedness; and
- the need to refinance or incur additional indebtedness.

Additional risks and uncertainties not presently known to us, or that we currently deem immaterial, also may impair our business operations and could cause actual results to differ materially from those included, contemplated or implied by the forward-looking statements made in this Offer to Purchase, and the reader should not consider the above list of factors to be a complete set of all potential risks or uncertainties.

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## SUMMARY

*The following summary is provided solely for the convenience of the Holders of the Notes. This summary is not intended to be complete and is qualified in its entirety by reference to the full text and more specific details contained elsewhere in this Offer to Purchase and any amendments hereto. Holders of the Notes are urged to read this Offer to Purchase in its entirety. Each of the capitalized terms used in this Summary and not defined herein has the meaning set forth elsewhere in this Offer to Purchase.*

The Issuers.....	Victra Holdings, LLC and Victra Finance Corp.
The Offer .....	The Issuers are offering to purchase any and all outstanding Notes for the cash consideration set forth below.
Consideration for the Offer.....	<p>The Total Consideration for the Notes will be \$1,008.75 per \$1,000 principal amount of the Notes validly tendered (and not validly withdrawn) on or prior to the Expiration Time (other than in compliance with the Guaranteed Delivery Procedures) and accepted for payment.</p> <p>In addition, the Issuers will pay accrued and unpaid interest on the Notes accepted for purchase from the most recent payment of semi-annual interest for the Notes preceding the Settlement Date to, but not including, the Settlement Date.</p>
Expiration Time.....	The Expiration Time of the Offer shall be 5:00 p.m., New York City time, on September 13, 2024, unless extended or earlier terminated by the Issuers, in their sole discretion.
Guaranteed Delivery Date .....	The Guaranteed Delivery Date in respect of Notes tendered by Guaranteed Delivery Procedures shall be 5:00 p.m., New York City time, on September 17, 2024, which is the second business day following the Expiration Time.
Settlement Date .....	The Settlement Date in respect of Notes that are validly tendered and not validly withdrawn on or prior to the Expiration Time, to the extent accepted for payment, will be promptly after the Expiration Time and is expected to be on or about September 18, 2024, unless the Offer is extended by the Issuers, in their sole discretion, subject to applicable securities laws.
How to Tender Notes.....	See “Terms of the Offer—Procedures for Tendering Notes.” For further information, call the Tender and Information Agent or the Dealer Managers at their respective phone numbers set forth on the back cover of this Offer to Purchase or consult your broker, dealer, commercial bank or trust company for assistance. <b>There is no separate letter of transmittal in connection with this Offer to Purchase.</b>
Withdrawal Rights.....	Notes tendered pursuant to the Offer may be withdrawn at or prior to the Expiration Time or as otherwise required by law. See “Terms of the Offer—Withdrawal of Tenders.”

Non-Tendered Notes or Unpurchased Notes .....	<p>Following the consummation of the Offer, on or around the Settlement Date, the Issuers expect to Satisfy and Discharge the Indenture with respect to the Non-Tendered Notes by depositing with the Trustee an amount sufficient to redeem such notes on February 15, 2025 at the then-applicable redemption price of 100% of the outstanding principal amount thereof, plus accrued and unpaid interest, to, but excluding, the redemption date, in accordance with the terms of the Indenture. In connection with the Satisfaction and Discharge, the Issuers expect to deliver a notice of redemption on the Settlement Date to redeem all of the outstanding Non-Tendered Notes on February 15, 2025 at the Redemption Price. Upon the Satisfaction and Discharge of the Indenture on or about the Settlement Date, the guarantees on, and the liens on the collateral securing, the Non-Tendered Notes will be released in accordance with the Indenture. There can be no assurance that the Issuers will Satisfy and Discharge, redeem or otherwise extinguish the Indenture.</p>
Conditions of the Offer.....	<p>Notwithstanding any other provision of the Offer (or any extensions or amendment thereof), the Issuers will not be required to accept for payment, or pay for, any Notes validly tendered (and not validly withdrawn), and may terminate the Offer and may, subject to Rule 14e-1 under the Exchange Act, postpone the acceptance of any Notes tendered or delay payment for Notes accepted for payment, if, among other things:</p> <ul style="list-style-type: none"> <li>(1) the Financing Condition shall not have been satisfied or waived; or</li> <li>(2) any of the General Conditions shall not have been satisfied or waived.</li> </ul> <p>The Issuers reserve the right, in their sole discretion, to waive any and all conditions of the Offer on or prior to the Settlement Date.</p> <p>See “Terms of the Offer—Conditions to the Offer.”</p>
Certain Consequences to Non-Tendering Holders of Notes.....	<p>Consummation of the Offer may have adverse consequences for Holders who elect not to tender Notes in the Offer. For example, the trading market for the Notes not tendered and accepted for payment may be more limited than the current trading market for the Notes. See “Certain Considerations.”</p>
Certain U.S. Federal Income Tax Considerations .....	<p>For a summary of certain U.S. federal income tax considerations of the Offer, see “Certain U.S. Federal Income Tax Considerations.”</p>
Dealer Managers.....	<p>BofA Securities, Inc. and Truist Securities, Inc.</p>
Tender and Information Agent .....	<p>Global Bondholder Services Corporation</p>
Trustee for the Notes .....	<p>Wilmington Trust, National Association</p>
Further Information .....	<p>Additional copies of this Offer to Purchase may be obtained by contacting the Tender and Information Agent or the Dealer Managers</p>

at their respective telephone numbers and addresses set forth on the back cover of this Offer to Purchase.

Holders must tender Notes in accordance with the procedures set forth under “Terms of the Offer—Procedures for Tendering Notes.”

Any tendered and purchased Notes will be cancelled by the Issuers.

## INTRODUCTION

We are the largest certified Verizon Wireless reseller agent of wireless voice and data communication services through exclusive Verizon Wireless premium retail stores in the United States of America pursuant to an agency agreement with Verizon Wireless. In addition to selling wireless services, we sell a comprehensive array of wireless devices, including smartphones, voice phones, tablets and related accessories, as well as complementary services. We operate under the “Victra” brand name.

### Financing

Concurrently with the commencement of the Offer, the Issuers launched the New Notes Offering. The Issuers also intend to amend the Issuers’ Existing Term Loan Facilities by entering into the Term Loan Amendment, providing for, among other things, (i) the incurrence of \$734 million in aggregate principal amount of a new first lien senior secured term loan facility, the proceeds of which will be used to refinance all of the \$584 million outstanding aggregate principal amount of Existing Term Loan Facilities, with the remaining \$150 million in aggregate principal amount expected to be used to (x) fund a portion of the Offer and, to the extent applicable, the Satisfaction and Discharge, and (y) pay fees and expenses in connection with the foregoing, and (ii) entering into a new senior secured revolving credit facility providing for revolving credit borrowings and letters of credit in an aggregate principal amount of up to \$165.0 million. The Financing transactions are expected to close or about the Settlement Date.

The proceeds from the Financing are expected to be used in part to purchase Notes validly tendered and not validly withdrawn pursuant to the Offer and accepted for payment, on the Settlement Date, and to the extent applicable, for the Satisfaction and Discharge. Notwithstanding any other provisions of the Offer, the Offer is conditioned upon the satisfaction or waiver of the Financing Condition on or prior to the Settlement Date. The Issuers will not be required to accept for purchase any tendered Notes, or pay any Total Consideration, if the Financing Condition has not been satisfied prior to or on the Settlement Date. The Issuers cannot assure you that the Financing will be successful and the Issuers reserve the right to waive any and all conditions of the Offer, including the Financing Condition.

## TERMS OF THE OFFER

### General

Upon the terms and subject to the conditions set forth in this Offer to Purchase and any supplements or amendments hereto, the Issuers hereby offer to purchase for cash any and all of the outstanding principal amount of the Notes for the Total Consideration of \$1,008.75 per \$1,000 principal amount of such Notes tendered, together with Accrued Interest, for all Notes validly tendered (and not validly withdrawn) and accepted for payment in the Offer. Valid tenders of Notes will be accepted in minimum principal amounts of \$2,000 and integral multiples of \$1,000 in excess thereof, subject to the requirement that Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$2,000 principal amount and any multiple of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted.

Upon the terms and subject to the conditions hereof (including the terms and conditions of any extension or amendment hereto), including the Financing Condition, the Issuers will accept for payment the Notes that are validly tendered (and not validly withdrawn) on or prior to the Expiration Time (other than in compliance with the Guaranteed Delivery Procedures). Payment for such Notes will be made on the Settlement Date.

No tenders of Notes will be valid if submitted after the Expiration Time (other than in compliance with the Guaranteed Delivery Procedures). Notes tendered by a properly completed and duly executed Notice of Guaranteed Delivery delivered at or prior to the Expiration Time must be delivered to the Tender and Information Agent not later than 5:00 p.m., New York City time, on the second business day following the Expiration Time.

If a Holder validly tenders its Notes, the Holder may validly withdraw the tendered Notes at or prior to the Expiration Time or as otherwise required by law.

The Issuers reserve the right (but shall not be obligated), subject to applicable law, to (i) terminate the Offer and not accept for payment and purchase the tendered Notes and return all tendered Notes to tendering Holders, (ii) waive all the unsatisfied conditions to the Offer and accept for payment and purchase all Notes that are validly tendered on or prior to the Expiration Time (other than in compliance with the Guaranteed Delivery Procedures), (iii) extend the Offer at any time and retain the Notes that have been tendered during the period or periods for which the Offer is extended or (iv) amend the Offer. See “—Extension, Amendments and Termination.”

Tender instructions will be accepted in permitted denominations. Notes may only be tendered in authorized denominations. For purposes of the Offer, the Issuers will be deemed to have accepted for payment validly tendered Notes if, as and when the Issuers give oral or written notice thereof to the Tender and Information Agent. On the Settlement Date, DTC will transmit to each Holder of Notes accepted for payment the Total Consideration plus Accrued Interest for such Notes.

None of the Issuers, the Trustee, the Tender and Information Agent or the Dealer Managers makes any recommendation as to whether or not Holders should tender their Notes pursuant to the Offer and if tendering, the amount of Notes to tender. Holders are urged to review carefully all the information contained in or incorporated by reference into this Offer to Purchase.

Holders generally will not be obligated to pay any applicable transfer taxes with respect to the purchase of their Notes. However, if payment is to be made to, or if Notes not tendered or purchased are to be registered in the name of or delivered to, any persons other than the registered owners, the amount of any transfer taxes (whether imposed on the registered Holder or such other person) payable on account of the transfer to such other person will be deducted from the payment unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

### Procedures for Tendering Notes

*Valid Tender.* For a Holder to validly tender Notes pursuant to the Offer, an Agent’s Message must be received by the Tender and Information Agent at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Time (other than in compliance with the Guaranteed Delivery Procedures). Any Notes



tendered and validly withdrawn will be deemed not to have been validly tendered. In addition, prior to the Expiration Time, either (a) certificates for tendered Notes must be received by the Tender and Information Agent at such address or (b) such Notes must be transferred pursuant to the procedures for book-entry transfer described below (and a confirmation of such tender received by the Tender and Information Agent, including an Agent's Message if applicable). The term "Agent's Message" means a message, transmitted by DTC to and received by the Tender and Information Agent and forming a part of a book-entry confirmation, which states that DTC has received an express and unconditional acknowledgment from the tendering participant.

The Notes should be sent to the Tender and Information Agent and not to the Issuers or the Dealer Managers. The Notes may be validly tendered only pursuant to the terms of the Offer. No conditional tenders of Notes will be accepted.

In all cases, notwithstanding any other provision hereof, the payment for the Notes tendered and accepted for payment will be made only after timely receipt by the Tender and Information Agent of certificates representing such Notes or book-entry confirmation. The Issuers reserve the right to waive any defects, irregularities or conditions of tender as to particular Notes.

If certificates for unpurchased Notes are to be issued to a person other than the registered Holder, the certificates must be endorsed or accompanied by appropriate bond powers, in either case signed exactly as the name of the registered Holder appears on the certificates, with the signature on the certificates or bond powers guaranteed as described below.

*Book-Entry Delivery of the Notes.* Within two business days after the date of this Offer to Purchase, the Tender and Information Agent will establish an account with respect to the Notes at DTC for purposes of the Offer. Any financial institution that is a participant in the DTC system may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender and Information Agent's account in accordance with DTC's procedure for such transfer.

*Tender of Notes Through ATOP.* The Issuers expect that the Offer will be eligible for ATOP, the DTC Automated Tender Offer Program. Accordingly, if you are a DTC participant, you may electronically transmit your acceptance of this Offer by causing DTC to transfer Notes to the Tender and Information Agent in accordance with DTC's ATOP procedures for transfer. DTC will then send an Agent's Message to the Tender and Information Agent.

*Guaranteed Delivery.* If a Holder wishes to tender Notes pursuant to the Offer and such Holder cannot complete the procedures for book-entry transfer prior to or at the Expiration Time, such Holder may effect a tender of Notes if all of the following is complied with:

- such tender is made by or through a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, Inc. or a commercial bank or trust company having an office or correspondent in the United States (each of the foregoing being referred to as an "**Eligible Institution**");
- prior to or at the Expiration Time, the Tender and Information Agent has received from such Eligible Institution, at the address of the Tender and Information Agent set forth on the last page of this Offer to Purchase, a physical copy of a properly completed and duly executed Notice of Guaranteed Delivery (by manually signed facsimile transmission or hand delivery) in substantially the form provided by the Issuers, attached as Appendix A hereto, setting forth the name and address of the DTC participant tendering Notes on behalf of the Holder(s) and the principal amount of Notes being tendered, and representing that the Holder(s) own such Notes, and the tender is being made thereby and guaranteeing that, no later than the close of business on the second business day after the Expiration Time, namely by 5:00 p.m., New York City time, on September 17, 2024 assuming that the Offer is not extended, a properly transmitted Agent's Message, together with confirmation of book-entry transfer of the Notes tendered pursuant to the procedures set forth under the caption "—Procedures for Tendering Notes—Tender of Notes," will be deposited by such Eligible Institution with the Tender and Information Agent; and

- a properly transmitted Agent's Message, together with confirmation of book-entry transfer of the Notes tendered pursuant to the procedures set forth under the caption "—Procedures for Tendering Notes—Tender of Notes," and all other required documents are received by the Tender and Information Agent no later than the close of business on the second business day after the Expiration Time.

A Notice of Guaranteed Delivery may only be submitted with regard to principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. Guaranteed Deliveries will expire at 5:00 p.m., New York City time, on September 17, 2024.

If the ATOP procedures are used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, such DTC participant will be bound by the terms of the Offer.

FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN 5:00 P.M., NEW YORK CITY TIME, ON THE SECOND BUSINESS DAY AFTER THE EXPIRATION TIME; PROVIDED, THAT ACCRUED INTEREST WILL CEASE TO ACCRUE ON THE SETTLEMENT DATE FOR NOTES ACCEPTED IN THE TENDER OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE AND UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST ON THE PURCHASE PRICE BE PAID BY THE ISSUERS AFTER THE SETTLEMENT DATE BY REASON OF ANY DELAY ON THE PART OF THE GUARANTEED DELIVERY PROCEDURES.

*General.* The tender of Notes pursuant to the Offer by one of the procedures set forth above will constitute a binding agreement between the tendering Holder and the Issuers in accordance with the terms and subject to the conditions of the Offer.

The method of delivery of certificates for the Notes, including delivery through DTC, is at the election and risk of the tendering Holder, and the delivery of all such documents will be deemed made only when actually received by the Tender and Information Agent (including the receipt of a book-entry confirmation). If a Holder chooses to deliver by mail, the recommended method is by registered mail with return receipt requested, properly insured. In all cases, sufficient time should be allowed to ensure timely delivery on or prior to the Expiration Time.

All questions as to the form of documents and the validity, eligibility (including time of receipt), acceptance for payment and withdrawal of tendered Notes will be determined by the Issuers, in their sole discretion, and their determination will be final and binding. The Issuers reserve the absolute right to reject any and all tenders of Notes that it determines are not in proper form or the acceptance for payment of or payment for which may, in the opinion of the Issuers' counsel, be unlawful. The Issuers also reserve the absolute right, in their sole discretion to waive any of the conditions of the Offer or any defect or irregularity in the tender of Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Issuers' interpretation of the terms and conditions of the Offer will be final and binding. None of the Issuers, the Tender and Information Agent, the Dealer Managers, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in tenders or any notices of withdrawal or will incur liability for failure to give any such notification.

## **Representations, Warranties and Undertakings**

By submitting a tender, a Holder is deemed to represent, warrant and undertake to the Issuers, the Dealer Managers, the Tender and Information Agent as of the date of such tender and the Settlement Date that:

1. the Holder has received and reviewed this Offer to Purchase, understands and agrees to be bound by all the terms of the Offer and has full power and authority to tender Notes in respect of the Offer and has undertaken an appropriate analysis of the implications of the Offer without reliance on the Issuers, the Dealer Managers, the Trustee, the Tender and Information Agent or any of their respective affiliates;
2. the Notes are, at the time of acceptance, and will continue to be, until the payment on the Settlement Date or the termination of the Offer, or, in the case of Notes in respect of which the tender has been withdrawn, the date on which such tender is validly withdrawn, held by the Holder, and in accordance

with the requirements of, and by the deadline required by, DTC, it has delivered instructions through ATOP;

3. by submitting instructions through ATOP, the Holder will be deemed to consent to have DTC provide details concerning the identity of such Holder to the Dealer Managers, the Tender and Information Agent (and for the Dealer Managers, the Tender and Information Agent to provide such details to the Issuers and their financial and legal advisors);
4. the Holder acknowledges that all authority conferred or agreed to be conferred pursuant to the representations, warranties and undertakings and every other obligation of the Holder in connection with the Offer shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder;
5. if Notes are accepted by the Issuers for payment, the Holder acknowledges that the value date for delivery and receipt will be the Settlement Date;
6. the Notes to be tendered by such Holder will, on the Settlement Date be transferred by the Holder with full title guarantee free from all liens, restrictions, charges and encumbrances and together with all rights attached thereto and not subject to any adverse claim or right;
7. the Holder agrees to do all such acts and things as shall be necessary and execute and deliver any additional documents deemed by the Issuers to be desirable, in each case, to complete the transfer of the Notes to the Issuers against payment to the Holder of the Total Consideration and/or to perfect any of the authorities expressed to be given hereunder;
8. the Holder is not a person to whom it is unlawful to make an invitation pursuant to the Offer under applicable securities laws and it has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities, and it has not taken or omitted to take any action in breach of the terms of the Offer or which will or may result in the Issuers, the Dealer Managers, the Trustee, the Tender and Information Agent or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer;
9. the Holder recognizes that the Issuers' acceptance for payment of Notes offered pursuant to any of the procedures described in this Offer to Purchase or the Notice of Guaranteed Delivery will constitute a binding agreement between such Holder and the Issuers in accordance with the terms and subject to the conditions of the Offer; and
10. the Holder recognizes that the Issuers, the Dealer Managers, the Trustee, the Tender and Information Agent will rely on the truth and accuracy of the foregoing acknowledgements, agreements, representations, warranties and undertakings and such Holder shall indemnify the Issuers, the Dealer Managers, the Trustee, the Tender and Information Agent and any of their respective affiliates against all and any losses, costs, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the agreements, representations, warranties and/or undertakings given in connection with the Offer.

### **Withdrawal of Tenders**

Tenders of Notes may be withdrawn at or prior to the Expiration Time or as otherwise required by law. In the event of a termination of the Offer with respect to the Notes, such Notes will be credited to the account maintained at DTC from which such Notes were delivered. If the Issuers make a material change in the terms of the Offer or the information concerning the Offer or waives a material condition of the Offer, the Issuers will disseminate additional Offer materials and extend the Offer to the extent required by law. If the consideration to be paid in the Offer is

increased or decreased or the principal amount of Notes subject to the Offer is decreased, the Offer will remain open at least five business days from the date the Issuers first give notice to Holders, by public announcement or otherwise, of such increase or decrease. In addition, the Issuers may, if they deem appropriate, extend the Offer for any other reason.

For a withdrawal of Notes to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Tender and Information Agent at one of its addresses set forth on the back cover of this Offer to Purchase on or prior to the Expiration Time or as otherwise required by law. The withdrawal notice must specify the name of the person who tendered the Notes to be withdrawn, must contain a description of the Notes to be withdrawn, must specify the certificate numbers shown on the particular certificates evidencing such Notes and the aggregate principal amount represented by such Notes, and must be accompanied by evidence satisfactory to the Issuers that the person withdrawing the tender has succeeded to the beneficial ownership of the Notes. In addition, the notice of withdrawal must specify, in the case of Notes tendered by delivery of certificates for such Notes, the name of the registered Holder (if different from that of the tendering Holder) or, in the case of Notes tendered by book-entry transfer, the name and number of the account at DTC to be credited with the withdrawn Notes. If certificates for the Notes to be withdrawn have been delivered or otherwise identified to the Tender and Information Agent, a signed notice of withdrawal will be effective immediately upon receipt by the Tender and Information Agent of a written or facsimile transmission notice of withdrawal even if physical release is not yet effected. Any Notes properly withdrawn will be deemed to be not validly tendered for purposes of the Offer.

Withdrawal of tenders of Notes may not be rescinded, and any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. Properly withdrawn Notes may, however, be retendered by again following one of the procedures described in “—Procedures for Tendering Notes” above at any time on or prior to the Expiration Time.

Withdrawals of Notes can only be accomplished in accordance with the foregoing procedures.

All questions as to the form and validity (including time of receipt) of notices of withdrawal of tenders will be determined by the Issuers, in their sole discretion, which determination shall be final and binding. None of the Issuers, the Tender and Information Agent, the Dealer Managers, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification. The Issuers reserve the right to waive any defects, irregularities or conditions of tender as to particular Notes.

### **Treatment of Non-Tendered Notes**

Following the consummation of the Financing Condition and the Offer, the Issuers expect to Satisfy and Discharge the Indenture and the Non-Tendered Notes by depositing with the Trustee an amount in cash sufficient to redeem the Non-Tendered Notes on February 15, 2025 at the then-applicable redemption price of 100% of the outstanding principal amount thereof, plus accrued and unpaid interest, to, but excluding the redemption date, in accordance with the terms of the Indenture. In connection with the Satisfaction and Discharge, the Issuers expect to deliver a notice of redemption to redeem all of the outstanding Non-Tendered Notes on February 15, 2025 at the Redemption Price. However, the Issuers are not obligated to Satisfy and Discharge the Indenture and the Non-Tendered Notes or deliver the related notice of redemption, and there can be no assurance that the Issuers will Satisfy and Discharge, redeem or otherwise extinguish the Indenture.

### **Conditions to the Offer**

#### ***Financing Condition***

Subject to applicable law, notwithstanding any other provision of the Offer, the Issuers shall not be required to accept any Notes for purchase, and may terminate, extend or amend the Offer, and may postpone (subject to Rule 14e-1(c) under the Exchange Act, which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the Holders thereof promptly after termination or withdrawal of a tender offer) the

acceptance of their Notes so tendered if the Financing Condition, which contemplates the consummation of the Financing, shall not have been satisfied or otherwise waived on or prior to the Settlement Date.

### ***General Condition***

In addition, the Issuers may refuse any Notes for purchase, and may terminate, extend or amend the Offer and may postpone, subject to Rule 14e-1(c) under the Exchange Act, the acceptance of their Notes so tendered if any of the conditions set forth below (the “**General Conditions**”), which are as follows, shall not have been satisfied:

A. any action or proceeding instituted, threatened or pending before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Offer, that is, or is reasonably likely to be, in the Issuers’ reasonable judgment, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Issuer, their subsidiaries or their affiliates or which would or might, in the Issuers’ reasonable judgment, prohibit, prevent, restrict or delay consummation of the Offer;

B. any development which would, in the Issuers’ judgment, materially adversely affect the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospectus of the Issuers, their subsidiaries or their affiliates;

C. any order, statute, rule, regulation, executive order, stay, decree, judgment or injunction proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in the Issuers’ reasonable judgment, would or might prohibit, prevent, restrict or delay consummation of the Offer;

D. any event or likelihood of any event affecting the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Issuers, their subsidiaries or their affiliates that, in the Issuers’ reasonable judgment, would or might prohibit, prevent, restrict, make inadvisable or delay consummation of the Offer;

E. any objection by the Trustee in any respect to or any action that could, in the Issuers’ reasonable judgment, adversely affect the consummation of the Offer or any action by the Trustee that challenges the validity or effectiveness of the procedures used by the Issuer in the making of the Offer, the acceptance of, or payment for, the Notes; and

F. (1) any general suspension of, or limitation on prices for, trading in the U.S. securities or financial markets, (2) any significant change in the price of the Notes which is adverse to the Issuers or any of their affiliates, (3) a material impairment in the trading market for debt securities, (4) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, (5) any limitation (whether or not mandatory) by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, or other event that, in the Issuers’ reasonable judgment, might affect the extension of credit by banks or other lending institutions, (6) (i) any outbreak or escalation of hostilities or acts of terrorism involving the United States or declaration of a national emergency or war by the United States or (ii) any other calamity or crisis or any change in political, financial or economic conditions, if the effect of any such event in (i) or (ii), in the Issuers’ sole judgment, make it impracticable or inadvisable to proceed with the Offer, or (7) in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof.

The foregoing conditions are for the sole benefit of the Issuers and may be asserted by the Issuers regardless of the circumstances (including any action or inaction by the Issuers) giving rise to such condition or may be waived by the Issuers in whole or in part at any time and from time to time, in their sole discretion. If any of the foregoing events shall have occurred, the Issuers may, subject to applicable law, (i) terminate the Offer and return all Notes tendered pursuant to the Offer to the tendering Holders, (ii) extend the Offer and retain all tendered Notes until the extended Expiration Time, (iii) amend the terms of the Offer, or modify the consideration to be paid pursuant to the

Offer or (iv) waive the unsatisfied condition or conditions with respect to the Offer and accept all tendered Notes. See “—Extension, Amendments and Termination” and “—Procedures for Tendering Notes.” The failure by the Issuers at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right or any other right and each such right or other right shall be deemed an ongoing right that may be asserted at any time and from time to time. Any determination by the Issuers concerning the events described in this section shall be final and binding upon all persons. All conditions precedent to the consummation of the Offer must be satisfied or waived prior to the expiration of the Offer.

### **Extension, Amendments and Termination**

If the Issuers make a material change in the terms of the Offer or waive a material condition of the Offer, the Issuers will disseminate additional materials related to the Offer and extend the Offer to the extent required by law. With respect to any material change in the Total Consideration, the Issuers will extend the Expiration Time such that at least five business days remain following the announcement of such change prior to the Expiration Time, if the Offer would otherwise expire during such period. If the Issuers make any other material change to the terms of the Offer, the Issuers will extend the Offer such that at least three business days remain following the announcement of such change prior to the Expiration Time, if the Offer would otherwise expire during such period. The Issuers will announce any such change in a press release issued at least three business days, or in the case of a change in the Total Consideration, at least five business days, prior to the expiration of the Offer and prior to 10:00 a.m., New York City time, on the first day of such five- or three-business day period, as applicable. Without limiting the manner in which the Issuers may choose to make a public announcement of any extension of the Offer, the Issuers will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release. During any extension of the Offer, all Notes previously tendered and not accepted for purchase will remain subject to the Offer and, subject to the terms of the Offer, may be accepted for purchase by the Issuers.

Any waiver or amendment to the Offer, including any increase or decrease in the Total Consideration will apply to all Notes tendered and accepted for payment on the Settlement Date.

In the event that the Issuers terminate the Offer, the Issuers shall give immediate notice thereof to the Tender and Information Agent, and all Notes theretofore tendered and not accepted for payment shall be returned promptly to the tendering Holders thereof. In the event that the Offer is withdrawn or otherwise not completed, the Total Consideration will not be paid or become payable to Holders who have validly tendered their Notes in connection with the Offer. See “—Conditions to the Offer.”

## **CERTAIN CONSIDERATIONS**

*In deciding whether to participate in the Offer, each Holder should consider carefully, in addition to the other information contained herein, the following:*

### **Limited Trading Market**

The Notes are not listed on any exchange and there is a limited trading market for the Notes. Prices of Notes may fluctuate greatly depending on the trading volume and the balance between buy and sell orders. In addition, quotations for securities that are not widely traded, such as the Notes, may differ from actual trading prices and should be viewed as approximations. Holders of Notes are urged to contact their brokers to obtain the best available information as to current market prices. To the extent that Notes are tendered and accepted in the Offer, the trading market for the Notes is likely to become more limited. A debt security with a smaller outstanding principal amount available for trading (a smaller “float”) may command a lower price than would a comparable debt security with a greater float. Therefore, the market price for the Notes not tendered or not purchased may be affected adversely to the extent that the principal amount of the Notes tendered pursuant to the Offer reduces the float. The reduced float may also tend to make the trading price of the Notes more volatile. Holders of unpurchased Notes may attempt to obtain quotations for the Notes from their brokers; however, there can be no assurance that any trading market will exist for the Notes following consummation of the Offer. The extent of the public market for the Notes following consummation of the Offer will depend upon, among other things, the remaining outstanding principal amount of the Notes after the Offer, the number of Holders remaining at such time and the interest in maintaining a market in the Notes on the part of securities firms.

### **Notes Outstanding After the Offer**

Following the consummation of the Offer, on or around the Settlement Date, the Issuers expect to Satisfy and Discharge the Indenture and the Non-Tendered Notes by depositing with the Trustee an amount in cash sufficient to redeem the Non-Tendered Notes on February 15, 2025 at the then-applicable redemption price of 100% of the outstanding principal amount thereof, plus accrued and unpaid interest, to, but excluding the redemption date, in accordance with the terms of the Indenture. In connection with the Satisfaction and Discharge, the Issuers expect to deliver a notice of redemption to redeem all of the outstanding Non-Tendered Notes on February 15, 2025 at the Redemption Price. Upon the Satisfaction and Discharge of the Indenture on or about the Settlement Date, the guarantees on, and the liens on the collateral securing, the Non-Tendered Notes will be released in accordance with the Indenture. The Issuers are not obligated to consummate the Satisfaction and Discharge or deliver the related notice of redemption, and there can be no assurance that the Issuers will Satisfy and Discharge, redeem or otherwise extinguish the Indenture.

### **Tax Matters**

See “Certain U.S. Federal Income Tax Considerations” for a discussion of certain U.S. federal income tax considerations of the Offer.

### **Consideration**

The consideration offered to purchase the Notes does not reflect any independent valuation of the Notes and does not take into account the events or changes in financial markets (including interest rates) after the commencement of the Offer. The Issuers have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration offered for the Notes. If a Holder tenders its Notes, such Holder may or may not receive more than or as much value as if such Holder chose to keep them.

### **No Recommendation**

The Issuers are not making any recommendation concerning the Offer. Neither the Issuers nor any member of the Issuers’ board of directors or managers, any officer or other affiliate of the Issuers, the Dealer Managers, the Tender and Information Agent or the Trustee makes any recommendation to any Holder as to whether such Holder should tender or refrain from tendering its Notes or as to the appropriateness of the Total Consideration. Neither the

Issuers, nor any member of the Issuers' or board of directors or managers, any officer or other affiliate of the Issuer, the Dealer Managers, the Tender and Information Agent or any Trustee has authorized any person to make any recommendation with respect to the Offer. Each Holder must make its own decision as to whether to tender its Notes and, if so, the aggregate principal amount of Notes to tender. In doing so, the Issuers recommend that each Holder consult its own investment and tax advisors and read carefully and evaluate the information in this Offer to Purchase and the documents incorporated by reference into this Offer to Purchase, including the Issuers' reasons for making the Offer.



## CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

**This summary is of a general nature and is included herein solely for informational purposes. This summary is not intended to be and should not be construed to be legal or tax advice. No representation with respect to the consequences to any particular Holder of the Notes is made. Holders should consult their own advisors with respect to their particular circumstances.**

The following is a summary of certain U.S. federal income tax consequences to U.S. Holders and Non-U.S. Holders (each as defined below) of the Offer based upon current provisions of the Internal Revenue Code of 1986, as amended (the “Code”), existing and proposed Treasury regulations promulgated thereunder (the “Treasury Regulations”), judicial decisions, and published rulings and administrative pronouncements of the Internal Revenue Service (the “IRS”), all of which are subject to change or differing interpretation at any time by legislative, judicial or administrative action. Any such changes may be applied retroactively in a manner that could materially and adversely affect a Holder. No assurances are provided that the IRS will not challenge one or more of the conclusions stated below, and no ruling from the IRS has been or is intended to be sought on any of the matters discussed below. The following summary does not purport to be a complete analysis of all the potential U.S. federal income tax effects relating to the Offer. Without limiting the generality of the foregoing, the summary does not address the tax considerations of any Holder’s particular circumstances or the effect of any special rules applicable to certain types of Holders under U.S. federal income tax laws, including (without limitation): dealers in securities or currencies; insurance companies, thrifts, banks and other financial institutions; tax-exempt entities; regulated investment companies; real estate investment trusts; brokers; persons who hold the Notes as part of a straddle, hedge, conversion transaction, or other integrated investment; traders in securities that elect to use a mark-to-market method of accounting for their securities holdings; persons subject to the alternative minimum tax or the base erosion and anti-abuse rules; U.S. Holders that have a “functional currency” other than the U.S. dollar; expatriates or former long-term residents of the United States or entities covered by the anti-inversion rules of the Code; partnerships (or entities or arrangements classified as partnerships for U.S. federal income tax purposes), S corporations or other pass-through entities or investors in any of the foregoing; “controlled foreign corporations” or “passive foreign investment companies” (each within the meaning of the Code) or investors in such entities that hold the Notes; U.S. Holders that hold Notes through non-U.S. brokers or other non-U.S. intermediaries; or persons required to accelerate the recognition of any item of gross income with respect to the Notes as a result of such income being taken into account on an applicable financial statement. The summary is limited to Holders who (i) are beneficial owners of the Notes and (ii) hold the Notes as “capital assets” within the meaning of Section 1221 of the Code. This discussion does not address any aspect of applicable state, local or non-U.S. tax law or any non-income tax consequences (such as estate or gift tax) or the Medicare contribution tax on investment income. This discussion also does not apply to Holders who participate in the Financing or whose Notes are Satisfied and Discharged in the Satisfaction and Discharge.

If any entity or arrangement taxable as a partnership for U.S. federal income tax purposes holds the Notes, the U.S. federal income tax treatment of an investor in such partnership will generally depend on the status and activities of the investor and the status and activities of the partnership. Partnerships that are beneficial owners of Notes, and partners in such partnerships, should consult their own tax advisors.

### **Tax Considerations for U.S. Holders**

For purposes of this discussion, the term “U.S. Holder” means a beneficial owner of a Note that is, for U.S. federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation (or other entity taxable as a corporation) created or organized under the laws of the United States, any state thereof, or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust (A) if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons (as defined in the Code) have the authority to control all substantial decisions of the trust or (B) that has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

*Sale of Notes Pursuant to the Offer.* The sale of a Note by a U.S. Holder pursuant to the Offer will be a taxable transaction for U.S. federal income tax purposes. A U.S. Holder who receives amounts in exchange for a Note pursuant to the Offer will recognize gain or loss for U.S. federal income tax purposes equal to the difference between (i) the amount received in exchange for such Note, excluding amounts attributable to any Accrued Interest (which will

be taxable as described below under “—Accrued Interest”) and (ii) such U.S. Holder’s adjusted tax basis in such Note at the time of the disposition. Generally, a U.S. Holder’s adjusted tax basis for a Note will be equal to the cost of the Note to such U.S. Holder increased, if applicable, by any market discount (as described below) previously included in income at such U.S. Holder’s election and decreased (but not below zero) by any amortizable bond premium which an electing U.S. Holder has previously amortized. Amortizable bond premium is generally the excess of a U.S. Holder’s tax basis in the Note immediately after its acquisition by such U.S. Holder over the sum of all amounts payable on the Note after the purchase date other than payments of stated interest.

Subject to the discussion below under the heading “—Market Discount,” any gain or loss so recognized will generally be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder has held the Note for more than one year at the time of disposition. A reduced tax rate on net long-term capital gain may apply to individual and other non-corporate U.S. Holders. The deductibility of capital losses is subject to limitations.

*Accrued Interest.* Any amounts received by a U.S. Holder upon the sale of a Note pursuant to the Offer that are attributable to Accrued Interest will be taxable to the U.S. Holder as ordinary income, to the extent that such interest has not been previously included in the U.S. Holder’s income under its regular method of accounting for U.S. federal income tax purposes.

*Market Discount.* In general, a Note acquired by a U.S. Holder at any time other than at its original issue has “market discount” if its stated principal amount exceeds its tax basis in the hands of such U.S. Holder immediately after acquisition by more than a statutorily defined *de minimis* amount (which is generally less than  $\frac{1}{4}$  of one percent of the stated principal amount multiplied by the number of complete years to maturity from the acquisition date). Any gain recognized by a U.S. Holder that has acquired a Note with market discount will be subject to tax as ordinary income (rather than capital gain) to the extent of the market discount accrued to the date of the disposition (on a straight-line basis or, if elected by such U.S. Holder, on a constant yield basis), less any accrued market discount previously reported as ordinary income by reason of a previous election by the U.S. Holder to include market discount in income on a current basis.

*Backup Withholding Tax and Information Reporting.* In general, a U.S. Holder will be subject to U.S. federal backup withholding tax at the applicable rate (currently 24%) with respect to stated interest payments on the Notes and the proceeds of a sale, exchange, redemption, retirement or other taxable disposition of the Notes, unless (i) the U.S. Holder provides its taxpayer identification number to the applicable withholding agent and certifies, under penalty of perjury, that it is not subject to backup withholding on an IRS Form W-9 or a suitable substitute form (or other applicable certificate) and otherwise complies with the applicable requirements of the backup withholding rules or (ii) the U.S. Holder properly establishes an exemption from these rules. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder may be allowed as a credit against such U.S. Holder’s U.S. federal income tax liability and may entitle such U.S. Holder to a refund, provided the required information is furnished to the IRS in a timely manner. In addition, stated interest payments on the Notes made to, and the proceeds of a sale or other taxable disposition by, a U.S. Holder will generally be subject to information reporting, unless such U.S. Holder is an exempt recipient and appropriately establishes that exemption.

### **Tax Considerations for Non-U.S. Holders**

For purposes of this discussion, the term “Non-U.S. Holder” means a beneficial owner of a Note that is neither a U.S. Holder nor an entity or arrangement taxable as a partnership for U.S. federal income tax purposes.

*Sale of Notes Pursuant to the Offer.* Subject to the discussions under “—Accrued Interest”, and “—Backup Withholding Tax and Information Reporting” below, a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain recognized on the sale of a Note pursuant to the Offer, unless:

- the Non-U.S. Holder is an individual who was present in the United States for 183 days or more in the taxable year of the sale and certain other conditions are met, or
- such gain is effectively connected with the conduct by the Non-U.S. Holder of a trade or business in the United States (and, if a United States income tax treaty applies, is attributable to a permanent establishment or

fixed base of the non-U.S. Holder in the United States), in which case, the gain is “effectively connected income” or “ECI”.

If a Non-U.S. Holder is an individual described in the first bullet point above, then such Non-U.S. Holder generally will be subject to U.S. federal income tax at a flat rate of 30% (unless a lower applicable treaty rate applies) on any net recognized gain. If the gain is ECI, the Non-U.S. Holder will generally be required to pay U.S. federal income tax on its net gain derived from the sale in the same manner as U.S. Holders, as described above. In addition, a corporate Non-U.S. Holder may, under certain circumstances, be subject to a “branch profits tax” at a 30% rate (or, if applicable, a lower treaty rate) on its effectively connected earnings and profits attributable to such gain (subject to adjustments).

*Accrued Interest.* Subject to the discussion under “—Backup Withholding Tax and Information Reporting” and “—Additional Withholding Requirements Under the Foreign Account Tax Compliance Act” below, any amount paid pursuant to the Offer that is attributable to Accrued Interest on the Notes will not be subject to U.S. federal income or withholding tax, provided that:

- the Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of the stock entitled to vote of either Issuer within the meaning of Section 871(h)(3) of the Code and the Treasury Regulations thereunder;
- the Non-U.S. Holder is not a controlled foreign corporation related to either Issuer, actually or constructively, through the stock ownership rules under Section 864(d)(4) of the Code;
- the Non-U.S. Holder is not a bank receiving interest on a loan agreement entered into in the ordinary course of its trade or business; and
- either:
  - the Non-U.S. Holder certifies under penalties of perjury on an appropriate a properly completed and duly executed IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form) provided to the applicable withholding agent that it is not a “United States person,” as defined in the Code, and provides its name and address; or
  - a securities clearing organization, bank or other financial institution that holds customers’ securities in the ordinary course of its trade or business and holds Notes on behalf of the Non-U.S. Holder certifies under penalties of perjury that such a statement has been received from the Non-U.S. Holder (or an intermediate organization, bank or institution) and furnishes a copy to the applicable withholding agent. This certification requirement may be satisfied with other documentary evidence in the case of a Note held in an offshore account or through certain foreign intermediaries.

If the Non-U.S. Holder cannot satisfy the requirements described above, then payments attributable to Accrued Interest made to such Holder that are not effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States generally will be subject to U.S. federal withholding tax at a rate of 30%, unless the Non-U.S. Holder provides the applicable withholding agent with a properly completed and duly executed, appropriate IRS Form W-8BEN or W-8BEN-E (or other applicable or successor form) establishing an exemption from, or reduction of, the withholding tax under the benefit of an applicable tax treaty.

If Accrued Interest on the Notes is effectively connected with the conduct by the Non-U.S. Holder of a trade or business in the United States, the Non-U.S. Holder will be subject to U.S. federal income tax on such amount on a net income basis generally in the same manner as a U.S. Holder (and the 30% withholding tax described above will not apply, provided a properly completed and duly executed IRS Form W-8ECI (or other applicable or successor form) is provided to the applicable withholding agent) unless an applicable income tax treaty provides otherwise. In addition, a corporate Non-U.S. Holder may, under certain circumstances, be subject to a “branch profits tax” at a 30% rate (or, if applicable, a lower treaty rate) on its effectively connected earnings and profits attributable to such interest (subject

to adjustments). Non-U.S. Holders should consult their own tax advisors on the treatment of Accrued Interest on the Notes.

*Backup Withholding Tax and Information Reporting.* Under current Treasury Regulations, the applicable withholding agent must report annually to the IRS and to each Non-U.S. Holder the amount of interest paid on the Notes to the Non-U.S. Holder and the amount of tax withheld, if any, from those payments. These reporting requirements apply regardless of whether U.S. federal withholding tax on such payments was reduced or eliminated by any applicable tax treaty or otherwise. Copies of the information returns reporting those payments and the amounts withheld may also be made available to the tax authorities in the country where a Non-U.S. Holder is a resident or organized under the provisions of an applicable income tax treaty or agreement.

Under some circumstances, Treasury Regulations require backup withholding and additional information reporting on payments of interest and other “reportable payments.” Such backup withholding and additional information reporting will not apply to interest payments on the Notes made by us or our paying agent to a Non-U.S. Holder if the certification described above under “—Accrued Interest” is received from the Non-U.S. Holder.

Backup withholding and information reporting will generally not apply to payments of proceeds from the sale or other taxable disposition of a Note made to a Non-U.S. Holder by or through the non-U.S. office of a broker. However, information reporting, and possibly backup withholding, will apply if such broker is, for U.S. federal income tax purposes, a “United States person” (as defined in the Code) or has certain other enumerated connections with the United States, unless such broker has documentary evidence in its records that the Non-U.S. Holder is not a “United States person” (as defined in the Code) and certain other conditions are met, or the Non-U.S. Holder otherwise establishes an exemption. Payments of proceeds from the sale or other taxable disposition of a Note made to a Non-U.S. Holder by or through the U.S. office of a broker are subject to information reporting and backup withholding at the applicable rate unless the Non-U.S. Holder certifies, under penalties of perjury, that it is not a “United States person” (as defined in the Code) and it satisfies certain other conditions, or the Non-U.S. Holder otherwise establishes an exemption. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a Non-U.S. Holder may be allowed as a credit against such Non-U.S. Holder’s U.S. federal income tax liability and may entitle such Non-U.S. Holder to a refund, provided the required information is furnished to the IRS in a timely manner.

Non-U.S. Holders should consult their own tax advisors regarding the application of information reporting and backup withholding in their particular situations, the availability of an exemption therefrom, and the procedures for obtaining such an exemption, if available.

#### **Additional Withholding Requirements Under the Foreign Account Tax Compliance Act**

Sections 1471 through 1474 of the Code and Treasury Regulations thereunder (commonly referred to as the Foreign Account Tax Compliance Act or “**FATCA**”) impose withholding at a rate of 30% in certain circumstances on interest payable on certain debt instruments that are held by or through certain foreign financial institutions (including investment funds), unless such institution (i) enters into, and complies with, an agreement with the IRS to report, on an annual basis, information with respect to interests in, and accounts maintained by, the institution that are owned by certain U.S. persons or by certain non-U.S. entities that are wholly or partially owned by U.S. persons and to withhold on certain payments, or (ii) if required under an intergovernmental agreement between the United States and an applicable foreign country, reports such information to its local tax authority, which will exchange such information with the U.S. authorities. An intergovernmental agreement between the United States and applicable foreign country may modify these requirements. Similarly, interest payable on certain debt instruments held by or through a non-financial non-U.S. entity that does not qualify under certain exemptions generally will be subject to withholding at a rate of 30%, unless such entity either (i) certifies that such entity does not have any “substantial United States owners” or (ii) provides certain information regarding the entity’s “substantial United States owners,” which the applicable withholding agent will in turn provide to the United States Department of the Treasury. Accordingly, the entity through which a debt instrument is held (including as an intermediary) may affect the determination of whether such withholding is required.

Prior to the issuance of proposed Treasury Regulations, withholding taxes under FATCA would have applied to gross proceeds from the sale or other disposition of a Note on or after January 1, 2019. However, the proposed

Treasury Regulations provide that such gross proceeds are not subject to withholding taxes under FATCA. Taxpayers may rely on these proposed Treasury Regulations unless they are revoked or final Treasury Regulations are issued.

#### **Consequences to Holders Not Tendering Their Notes**

A Holder that does not tender its Notes pursuant to the Offer or does not have its tender of Notes accepted for purchase pursuant to the Offer generally will not recognize any gain or loss as a result of the consummation of the Offer, and will have the same holding period, adjusted tax basis and accrued market discount (if any) with respect to its Notes as immediately before the Offer.

**The preceding summary of certain U.S. federal income tax consequences is for general information only and is not legal or tax advice. Accordingly, Holders should consult their own advisors regarding the U.S. federal, state, local and non-U.S. tax consequences to them of the Offer.**

## **DEALER MANAGERS; TENDER AND INFORMATION AGENT**

The Issuers have retained BofA Securities, Inc. and Truist Securities, Inc. (together, the “**Dealer Managers**”) to act as Dealer Managers for the Offer. In their capacity as Dealer Managers, the Dealer Managers may contact Holders regarding the Offer and may request custodians to forward this Offer to Purchase and related materials to the beneficial owners of Notes.

The Dealer Managers will receive certain fees for their services provided as such in connection with the Offer. The Dealer Managers have provided, and may provide in the future, financial, advisory, investment banking and general banking services to the Issuers and their affiliates for which they have received and may continue to receive customary fees and commissions.

The Dealer Managers, together with their respective affiliates, are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. In the ordinary course of their various business activities, the Dealer Managers and their respective affiliates may make, purchase, sell or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and other financial instruments (including bank loans, commodities, currencies, and credit default swaps) for their own account and for the accounts of their customers, and such investment and securities and trading activities may involve assets, securities and/or instruments of the Company and/or persons and entities with relationships with us. Each of the Dealer Managers is serving as an initial purchaser, arranger and bookrunner, as applicable, for certain of the transactions related to the Financing, for which they will receive customary fees.

The Issuers will also reimburse the Dealer Managers for their reasonable out-of-pocket expenses, including the reasonable fees and disbursements of their legal counsel. The Issuers have also agreed to indemnify the Dealer Managers and their affiliates against certain liabilities under federal or state law or otherwise caused by, relating to or arising out of the Offer. At any given time, the Dealer Managers may trade the Notes or other securities of the Issuers for their own account or for the accounts of their customers and, accordingly, may hold a long or short position in the Notes.

Global Bondholder Services Corporation has been appointed the Tender and Information Agent with respect to the Offer. The Issuers will pay the Tender and Information Agent customary fees for its services and reimburse the Tender and Information Agent for its reasonable out-of-pocket expenses in connection therewith. The Issuers have also agreed to indemnify the Tender and Information Agent for certain liabilities. Requests for additional copies of the Offer to Purchase may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase.

The Issuers will pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

In connection with the Offer, directors and officers of the Issuers and their affiliates may solicit tenders by use of the mails, personally or by telephone, facsimile, telegram, electronic communication or other similar methods. Directors and officers of the Issuers will not be specifically compensated for these services.

*The Dealer Managers for the Offer are:*

**BofA Securities, Inc.**

**Truist Securities, Inc.**

*The Tender and Information Agent for the Offer is:*

**Global Bondholder Services Corporation**

65 Broadway – Suite 404  
New York, New York 10006  
Attn: Corporate Actions

Banks and Brokers call: (212) 430-3774

Toll free: (855) 654-2014

Email: [contact@gbsc-usa.com](mailto:contact@gbsc-usa.com)

Any questions or requests for assistance may be directed to the Dealer Managers at the address and telephone numbers set forth below.

**BofA Securities, Inc.**

620 South Tryon Street  
Charlotte, NC 28255

Attention: Debt Advisory

Collect: (646) 743-2120

Toll Free: (888) 292-0070

**Truist Securities, Inc.**

3333 Peachtree Road NE, 11th Floor  
Atlanta, GA 30326

Attention: Jim Gibbs, Liability Management Group

Collect: (404) 926-5262

Requests for additional copies of this Offer to Purchase, the Notice of Guaranteed Delivery or related documents may be directed to the Tender and Information Agent. Beneficial owners may also contact their custodian for assistance concerning the Offer.

**APPENDIX A**

**NOTICE OF GUARANTEED DELIVERY**

**VICTRA HOLDINGS, LLC  
VICTRA FINANCE CORP.**

**Pursuant to the Offer to Purchase for Cash  
Any and All of Their Outstanding 7.750% Senior Secured Notes due 2026  
(CUSIP Nos. 50220MAA8; 50220MAB6; U54637AA8)**

**THE OFFER (AS DEFINED HEREIN) FOR THE 7.750% SENIOR SECURED NOTES DUE 2026 (THE “NOTES”) OF VICTRA HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE “COMPANY”), AND VICTRA FINANCE CORP., A DELAWARE CORPORATION (“FINANCE CORP.” AND, TOGETHER WITH THE COMPANY, THE “ISSUERS”), WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON SEPTEMBER 13, 2024, UNLESS EXTENDED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE “EXPIRATION TIME”). HOLDERS OF THE NOTES MUST VALIDLY TENDER THEIR NOTES, OR DELIVER A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY, AT OR BEFORE THE EXPIRATION TIME TO BE ELIGIBLE TO RECEIVE THE PURCHASE PRICE, PLUS ACCRUED INTEREST (AS DEFINED IN THE OFFER TO PURCHASE).**

**NOTES TENDERED PURSUANT TO THE OFFER MAY BE WITHDRAWN PRIOR TO OR AT THE EXPIRATION TIME OR AS OTHERWISE REQUIRED BY LAW. THE OFFER IS SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS, AS SET FORTH UNDER THE HEADING “TERMS OF THE OFFER—CONDITIONS OF THE OFFER” OF THE OFFER TO PURCHASE.**

*The Tender and Information Agent for the Offer is:*

**Global Bondholder Services Corporation**

65 Broadway – Suite 404  
New York, New York 10006  
Attn: Corporate Actions

Banks and Brokers call: (212) 430-3774  
Toll free (855) 654-2014  
Email: [contact@gbsc-usa.com](mailto:contact@gbsc-usa.com)



**DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. THE METHOD OF DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY, AND ALL OTHER REQUIRED DOCUMENTS TO GLOBAL BONDHOLDER SERVICES CORPORATION, INCLUDING DELIVERY THROUGH THE DEPOSITORY TRUST COMPANY (“DTC”) AND ANY ACCEPTANCE OR AGENT’S MESSAGE DELIVERED THROUGH DTC’S AUTOMATED TENDER OFFER PROGRAM (“ATOP”) IS AT THE ELECTION AND RISK OF HOLDERS.**

This Notice of Guaranteed Delivery is being provided in connection with the offer by the Issuers to purchase for cash any and all of the Issuers’ outstanding Notes from holders thereof (each, a “**Holder**” and collectively, the “**Holders**”) upon the terms and subject to the conditions set forth in the Offer to Purchase, dated September 9, 2024 (as it may be amended or supplemented from time to time, the “**Offer to Purchase**”) and in this Notice of Guaranteed Delivery, which together constitute the offer (the “**Offer**”).

As set forth in the Offer to Purchase, this Notice of Guaranteed Delivery, or a form substantially equivalent to this Notice of Guaranteed Delivery, must be used to accept the Offer if (i) time will not permit your required documents to reach the Tender Agent at or prior to the Expiration Time or (ii) you cannot complete the procedure for book-entry transfer at or prior to the Expiration Time. To comply with the guaranteed delivery procedure, you must (i) make such Offer by or through a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, Inc. or a commercial bank or trust company having an office or correspondent in the United States (each of the foregoing, an “**Eligible Institution**”); (ii) arrange for the the Tender and Information Agent to receive from an Eligible Institution a physical copy of a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided to you by the Issuers (or, in the case of a DTC participant, tender Notes using ATOP procedures, in which case such DTC participant will be bound by the terms of the Offer) no later than the close of business on the second business day after the Expiration Time; and (iii) ensure that the tendered Notes are delivered by book-entry transfer to the Tender Agent’s account at DTC, together with a properly transmitted Agent’s Message no later than the close of business on the second business day after the Expiration Time, all as provided in the Offer to Purchase. See “Terms of the Offer—Procedures for Tendering Notes—Guaranteed Delivery” in the Offer to Purchase. Capitalized terms used but not defined herein shall have the meaning given to them in the Offer to Purchase.

Ladies and Gentlemen:

The undersigned hereby tender(s) to the Issuers upon the terms and subject to the conditions set forth in the Offer to Purchase (receipt of which is hereby acknowledged), the principal, or face, amount of Notes specified below pursuant to the guaranteed delivery procedures set forth in the Offer to Purchase under the caption “Terms of the Offer—Procedures for Tendering Notes—Guaranteed Delivery.” By so tendering, the undersigned does hereby make, at and as of the date hereof, the representations, warranties and understandings of a tendering Holder of Notes set forth in the Offer to Purchase.

The undersigned understands that tenders of Notes pursuant to the Offer may not be withdrawn after the Expiration Time, except as provided in the Offer to Purchase. Tenders of Notes may be withdrawn at any time at or prior to the Expiration Time as provided in the Offer to Purchase.

The undersigned understands that payment by the Tender and Information Agent for Notes tendered and accepted for payment pursuant to the Offer will be made only after receipt by the Tender and Information Agent, no later than the Guaranteed Delivery Date, of an Agent’s Message and any other documents required by the Offer to Purchase.

All authority conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall not be affected by, and shall survive, the death or incapacity of the undersigned, and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

Tenders of Notes may be submitted only in minimum denominations of principal, or face, amount of \$2,000 and integral multiples of \$1,000 in excess thereof, subject to the requirement that Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$2,000 principal amount and any multiple of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted.

Guaranteed deliveries may be submitted only in minimum denominations of principal, or face, amount of \$2,000 and integral multiples of \$1,000 in excess thereof, subject to the requirement that Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$2,000 principal amount and any multiple of \$1,000 in excess thereof.

If the ATOP procedures are used, the DTC participant is not required to complete and physically deliver this Notice of Guaranteed Delivery. However, such DTC participant will be bound by the terms of the Offer.

As more fully described in the Offer to Purchase, guaranteed deliveries will be required to be provided by the Guaranteed Delivery Date, which is 5:00 p.m., New York City time, on September 17, 2024 (the second business day following the Expiration Time). The Settlement Date for the Notes is expected to be on September 18, 2024, assuming that the Expiration Time is not extended.

**PLEASE SIGN AND COMPLETE**

Certificate Number(s) (if available): \_\_\_\_\_

Certificate Number(s) (if available): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* Must be in minimum denominations of principal, or face, amount of \$2,000 and integral multiples of \$1,000 in excess thereof, subject to the requirement that Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$2,000 principal amount and any multiple of \$1,000 in excess thereof. If Notes will be delivered by book-entry transfer through ATOP, provide the following information:

\_\_\_\_\_

Name of Tendering Institution: \_\_\_\_\_

DTC Account Number: \_\_\_\_\_

**PLEASE SIGN HERE**

X \_\_\_\_\_

X \_\_\_\_\_

Signature(s) of Owner(s) or authorized Signatory

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Area Code and Telephone Number: \_\_\_\_\_

This Notice of Guaranteed Delivery must be signed (i) if tendered by a participant in one of the book-entry transfer facilities, exactly as such participant's name appears on a security position listing as the owner of Notes or (ii) if by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth the following information and furnish evidence of his or her authority as provided in the Offer to Purchase:

**Please print name(s) and address(es)**

Name(s): \_\_\_\_\_

\_\_\_\_\_

Capacity: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**GUARANTEE OF DELIVERY  
(NOT TO BE USED FOR SIGNATURE GUARANTEE)**

The undersigned, a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution," within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (each, an "Eligible Institution"), hereby (i) represents that the above-named persons are deemed to own the Notes tendered hereby, (ii) represents that such tender of Notes is being made by guaranteed delivery, and (iii) guarantees that the Notes tendered hereby will be delivered by book-entry transfer to the Tender Agent's account at DTC no later than the Guaranteed Delivery Date.

The Eligible Institution that completes this form must communicate the guarantee to the Tender Agent and must deliver an Agent's Message together with confirmation of book-entry transfer thereof to the Tender Agent within the time period shown herein. **Failure to do so will result in an invalid tender of the related Notes and could result in financial loss to such Eligible Institution.**

Name of Firm: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Area Code and Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_