MULTI-COLOR CORPORATION DIP RIGHTS OFFERING PROCEDURES[1]

Pursuant to the DIP Documents filed by Multi-Color Corporation and its affiliated debtors (collectively, the "Debtors"), each Holder of a First Lien Claim (each, a "First Lien Claim Holder") is being granted a right (each, a "DIP Loan Subscription Right") to purchase its Pro Rata (as defined below) share of DIP New Money Loans[2] in an aggregate principal amount of $175 million (the "DIP Rights Offering Amount"). First Lien Claim Holders that validly exercise their DIP Loan Subscription Rights, including by timely funding the DIP Funding Amount (as defined below) and completing all New Lender Requirements (as defined in Annex I and Annex II attached hereto), shall receive $1.00 of DIP Roll-Up Loans that will roll-up and exchange applicable First Lien Claims of such Holder for every $1.00 of DIP New Money Loans purchased by such First Lien Claim Holder, in each case as provided in the Plan, the DIP Documents, and as more fully described in these DIP Rights Offering Procedures (the "Procedures").

The First Lien Claims are claims arising under, derived from, or on account of (1) the Cash Flow Revolving Facility, (2) the Cash Flow Term Loan Facilities, or (3) the Secured Notes.

The offering of DIP Rights Offering Amount is referred to as the "DIP Rights Offering." The DIP New Money Loans and the DIP Roll-Up Loans are collectively referred to herein as the "DIP Loans."

The DIP Rights Offering is 100% backstopped by the DIP Backstop Parties. The DIP Backstop Parties have been allocated $75 million of the total DIP Commitments that are separate from and in addition to the DIP Rights Offering Amount ("DIP Holdback"), subject to and in accordance with the terms and conditions set forth in the DIP Documents.

Because the DIP Loans are not securities for purposes of the Securities Act of 1933, as amended (the "Securities Act"), none of the DIP Loan Subscription Rights distributed in connection with these Procedures or DIP Loans have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

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[1] Capitalized terms used but not defined herein have the meanings set forth in the Joint Prepackaged Plan of Reorganization of Multi-Color Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (as may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the "Plan"), the DIP Documents, the Restructuring Support Agreement, dated as of January 25, 2026, by and among Multi-Color Corporation, certain of its affiliates and subsidiaries, and certain lenders and noteholders, among other parties (as amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the "Restructuring Support Agreement"), and the Disclosure Statement Relating to the Joint Prepackaged Plan of Reorganization of Multi-Color Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (as may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the "Disclosure Statement"), as applicable.

[2] Notwithstanding anything contained herein, DIP Backstop Parties that have entered into the DIP Note Purchase Agreement with the Debtors will only be entitled to receive notes issued under the DIP Notes Facility in accordance with the terms of the DIP Note Purchase Agreement.

To exercise the DIP Loan Subscription Rights with respect to the outstanding loans under the Cash Flow Revolving Facility or the Cash Flow Term Loan Facilities (collectively, the "Secured Loans"), each Holder of the Secured Loans as of the Subscription Record Date as reflected on the registers maintained by the administrative agent of the Secured Loans (a "Lender") that is a First Lien Claim Holder and not a DIP Backstop Party must timely and properly execute and deliver its duly completed and executed Lender Subscription Form and Election Joinder (in the form of Exhibit O-1 to the DIP Credit Agreement and attached hereto as Annex I, the "Lender Subscription Form") (with accompanying exhibits, including an IRS Form W-9 or appropriate IRS Form W-8, as applicable, and signature pages for the joinder to the Restructuring Support Agreement to Verita Global, LLC (the "Subscription Agent")) and (ii) complete the New Lender Requirements specified in the Lender Subscription Form by the Subscription Expiration Deadline (as defined below).

To exercise the DIP Loan Subscription Rights with respect to the Secured Notes, each Holder of the Secured Notes as of the Subscription Record Date (a "Noteholder") that is a First Lien Claim Holder must (i) return its duly completed and executed Noteholder Beneficial Owner Subscription Form (as defined below) (with accompanying exhibits, including an IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if such Holder is not a DIP Backstop Party, the signature pages for the joinder to the Restructuring Support Agreement and the Lender Election Joinder (in the form of Exhibit O-2 to the DIP Credit Agreement and attached as Exhibit B to Annex II hereto, the "Noteholder Election Joinder")), to its bank, broker, intermediary, securities nominee or agent (each, a "Nominee") (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline and (ii) complete the New Lender Requirements specified in the Noteholder Subscription Form by the Subscription Expiration Deadline. In addition, a Noteholder is required to electronically deliver (or cause to be delivered) the Secured Notes that are sought to be rolled-up to the appropriate contra CUSIP established by The Depository Trust Company ("DTC") for the DIP Rights Offering through the Automated Tender Offer Program ("ATOP"), so that they are received by the Subscription Expiration Deadline.

Notwithstanding anything contained in these Procedures, each Lender or Noteholder that is a DIP Backstop Party will be deemed to have exercised their DIP Loan Subscription Rights pursuant to the terms of their commitments under the DIP Documents; *provided* that a Noteholder that is a DIP Backstop Party is required to return its duly completed and executed Noteholder Beneficial Owner Subscription Form to its Nominee in sufficient time to allow such Nominee to deliver such document to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline. In addition, each Noteholder as of the Subscription Record Date that is a DIP Backstop Party is required to electronically deliver (or cause to be delivered) the Secured Notes that are sought to be rolled-up in connection with the DIP Loan Subscription Rights and Holdback Roll-Up DIP Loans to the appropriate contra CUSIP established by DTC for the DIP Rights Offering through ATOP so that they are received by the Subscription Expiration Deadline.

The DIP Loan Subscription Rights are not detachable or otherwise transferable separately from the underlying Secured Loans and Secured Notes. Rather, the DIP Loan Subscription Rights, together with the underlying Secured Loans and Secured Notes with respect to which such DIP Loan Subscription Rights were allocated, will trade together and will be evidenced by the underlying Secured Loans and Secured Notes until the Subscription Expiration Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Secured Loans and Secured Notes; [3]***provided*****, that following the exercise of any DIP Loan Subscription Rights, the Holder thereof shall be prohibited from selling, transferring, assigning, pledging, hypothecating, participating, donating or otherwise encumbering or disposing (each of the foregoing, a "Transfer") of the Secured Loans and Secured Notes that such Holder seeks to roll-up unless the DIP Rights Offering is terminated;** ***provided, further*****, that such Holders shall be permitted to designate affiliates to receive the DIP Loans, without the need to Transfer any Secured Loans or Secured Notes to such affiliate (including any controlled investment affiliates).**

The distribution or communication of these Procedures and the issuance of the DIP Loans in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of these Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these Procedures may not be distributed or communicated, and the DIP Loan may not be subscribed for or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval or authorization therefor except for any notice filings required under U.S. federal and applicable state securities laws. Further, the DIP Rights Offering has not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense.

BY ELECTING TO EXERCISE YOUR DIP LOAN SUBSCRIPTION RIGHTS, AND SUBMITTING THE REQUIRED SIGNED DOCUMENTS, YOU WILL AUTOMATICALLY AND IRREVOCABLY DEEMED TO CONSENT TO AND JOIN THE APPLICABLE DIP DOCUMENTS AND THE RESTRUCTURING SUPPORT AGREEMENT AND WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THESE DOCUMENTS. FOR A COPY OF THE DIP CREDIT AGREEMENT AND THE RESTRUCTURING SUPPORT AGREEMENT, PLEASE VISIT HTTPS://WWW.VERITAGLOBAL.NET/MCC.

[3] Lenders should be aware that to facilitate the DIP Rights Offering, the register relating to the Secured Loans will be frozen four business days prior to the Subscription Expiration Deadline.

Lenders, Noteholders and Nominees of Noteholders should note the following dates and times relating to the DIP Rights Offering:

Date	Calendar Date	Event
Subscription Commencement Date	February 3, 2026	The commencement date of the DIP Rights Offering (the "**Subscription Commencement Date**").
Subscription Expiration Deadline and Subscription Record Date	5:00 p.m. (Prevailing Eastern Time) on February 17, 2026 (as may be extended pursuant to the terms herein)	The deadline for Lenders and Noteholders to subscribe for DIP Loans, as such deadline may be extended pursuant to the terms herein (the "**Subscription Expiration Deadline**"). The "**Subscription Record Date**" is the record date for the determination of First Lien Claim Holders eligible to participate in the DIP Rights Offering. For the avoidance of doubt, the Subscription Record Date shall be the Subscription Expiration Date. If a Lender is not a DIP Backstop Party, such Lender's duly completed and executed Lender Subscription Form (with accompanying exhibits) must be returned to the Subscription Agent on or prior to the Subscription Expiration Deadline. In addition, such Lender must complete the New Lender Requirements specified in the Lender Subscription Form by the Subscription Expiration Deadline. Lenders that participate in the DIP Rights Offering shall be prohibited from Transferring the underlying Secured Loans, and the administrative agent of the Secured Loans shall be prohibited from effectuating any such requested Transfers unless the DIP Rights Offering is terminated. A Noteholder's duly completed and executed Noteholder Beneficial Owner Subscription Form (with accompanying exhibits, and, if such Noteholder is not a DIP Backstop Party, the signature pages for the joinder to the Restructuring Support Agreement and the Noteholder Election Joinder), must be returned to its Nominee (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline. In addition, a Noteholder must complete the New Lender Requirements specified in the Noteholder Election Joinder by the Subscription Expiration Deadline. The Noteholder must instruct its Nominee to electronically deliver the Secured Notes that are sought to be rolled-up via ATOP to the appropriate contra CUSIP established by DTC, so that such underlying Secured Notes are actually received by the Subscription Agent on or before the Subscription Expiration Deadline. Secured Notes delivered to the Subscription Agent via ATOP may not thereafter be Transferred unless the DIP Rights Offering is terminated.

		The Subscription Expiration Deadline may be extended by the Debtors (with respect to the Fronted Loans (as defined below), with the consent of the Fronting Lender), or as required by law, either before or after the previously scheduled Subscription Expiration Deadline. In the event that the Debtors extend the Subscription Expiration Deadline, the Debtors shall: (i) post a notice of such extension (the "**Extension Notice**") on the Debtors' restructuring website at **www.veritaglobal.net/mcc**; (ii) file a copy of the Extension Notice on the docket of the Debtors' Chapter 11 Cases; and (iii) provide a copy of the Extension Notice to counsel to the Required DIP Backstop Parties, with email notice being sufficient. The Debtors shall use commercially reasonable efforts to cause such notice to be posted, filed, and delivered in accordance with the foregoing at least five (5) Business Days prior to any previously scheduled Subscription Expiration Deadline. Notwithstanding anything contained in these Procedures, each Lender or Noteholder that is a DIP Backstop Party will be deemed to have exercised their DIP Loan Subscription Rights pursuant to the terms of their commitments under the DIP Documents; *provided* that a Noteholder that is a DIP Backstop Party is required to return its duly completed and executed Noteholder Beneficial Owner Subscription Form to its Nominee in sufficient time to allow such Nominee to deliver such document to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline. In addition, each Noteholder as of the Subscription Record Date that is a DIP Backstop Party is required to electronically deliver (or cause to be delivered) such Secured Notes that are sought to be rolled-up in connection with the DIP Loan Subscription Rights and Holdback Roll-Up DIP Loans to the appropriate contra CUSIP established by DTC for the DIP Rights Offering through ATOP so that they are received by the Subscription Expiration Deadline.
DIP Funding Deadline	The applicable settlement date of the trade with the Fronting Lender via the ClearPar electronic settlement system	First Lien Claim Holders who are not DIP Backstop Parties must deliver the DIP Funding Amount for all Subscribed New Money DIP Loans (as defined below) to the Fronting Lender (as defined in the DIP Documents) (such fronted loans, the "**Fronted Loans**") in accordance with the terms of the secondary trade entered into between the Fronting Lender and such First Lien Claim Holder.
DIP Backstop Funding Deadline	The date as set forth in the DIP Backstop Funding Notice (as may be extended pursuant to the terms in the DIP Credit Agreement and the	First Lien Claim Holders who are DIP Backstop Parties must deliver (to the extent not previously delivered) the DIP Funding Amount for (i) all Holdback New Money DIP Loans, (ii) all Subscribed New Money DIP Loans and (iii) the applicable Backstop New Money DIP Loans (as defined below) no later than the DIP Backstop Funding Deadline to the Paying Agent (as defined in the

	DIP Note Purchase Agreement); *provided* that with respect to Fronted Loans the funding deadline shall be the settlement date of the trade with the Fronting Lender via the ClearPar electronic settlement system	DIP Note Purchase Agreement), the Fronting Lender or otherwise in accordance with the DIP Credit Agreement and the DIP Note Purchase Agreement; *provided* that with respect to the Fronted Loans, payment shall be made to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such DIP Backstop Party.

To Lenders, Noteholders and Nominees of Noteholders:

On January 29, 2026, the Debtors filed the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief Docket No. 26 with the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**"). Each Lender and Noteholder has the right to participate in the DIP Rights Offering in accordance with the terms and conditions of the DIP Documents and these Procedures.

Pursuant to the DIP Documents and these Procedures, each Lender has been allocated DIP Loan Subscription Rights to subscribe for and fund DIP New Money Loans in an amount equal to its pro rata share of the DIP Rights Offering Amount based upon a fraction (expressed as a percentage (such percentage, the "**Pro Rata share**")), the numerator of which is its pre-Petition Date First Lien Claims held as of the Subscription Record Date and the denominator of which is all First Lien Claims as of the Subscription Record Date. Each Lender that is not a DIP Backstop Party may exercise their DIP Loan Subscription Rights by (x) timely and properly executing and delivering its Lender Subscription Form (with exhibits and annexes), the form of which is attached to these Procedures as Annex I, to the Subscription Agent by the Subscription Expiration Deadline, and (y) completing the New Lender Requirements by the Subscription Expiration Deadline.

Pursuant to the DIP Documents and these Procedures, each Noteholder has been allocated DIP Loan Subscription Rights to subscribe for and fund DIP New Money Loans in an amount equal to its Pro Rata share of the DIP Rights Offering Amount, the numerator of which is its pre-Petition Date First Lien Claims held as of the Subscription Record Date and the denominator of which is all First Lien Claims as of the Subscription Record Date. Noteholders (whether not a DIP Backstop Party) may exercise their DIP Loan Subscription Rights by (x) timely and properly executing and delivering its Noteholder Beneficial Owner Subscription Form (with accompanying exhibits), the form of which is attached to these Procedures as Annex II (the "**Noteholder Beneficial Owner Subscription Form**"), to its Nominee (or as otherwise directed by its Nominee) in sufficient time to allow such Nominee to process and deliver copies of all Noteholder Beneficial Owner Subscription Forms (with accompanying exhibits including, if such Noteholder is not a

DIP Backstop Party, the signature pages for the joinder to the Restructuring Support Agreement and the Noteholder Election Joinder) to the Subscription Agent on or before the Subscription Expiration Deadline, (y) electronically delivering (or cause to be delivered) such Secured Notes through ATOP to the appropriate contra CUSIP established by DTC, so that they are received by the Subscription Expiration Deadline and (z) completing the New Lender Requirements by the Subscription Expiration Deadline.

The DIP Rights Offering is 100% backstopped by the DIP Backstop Parties. The DIP Backstop Parties have been allocated $75 million of the total DIP Commitments that are separate from and in addition to the DIP Rights Offering Amount, subject to and in accordance with the terms and conditions set forth in the DIP Documents.

Notwithstanding anything contained in these Procedures, each Lender or Noteholder that is a DIP Backstop Party will be deemed to have exercised their DIP Loan Subscription Rights pursuant to the terms of their commitments under the DIP Documents; *provided* that a Noteholder that is a DIP Backstop Party is required to return its duly completed and executed Noteholder Beneficial Owner Subscription Form to its Nominee in sufficient time to allow such Nominee to deliver such document to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline. In addition, each Noteholder as of the Subscription Record Date that is a DIP Backstop Party is required to electronically deliver (or cause to be delivered) such Secured Notes that are sought to be rolled-up in connection with the DIP Loan Subscription Rights and Holdback Roll-Up DIP Loans to the appropriate contra CUSIP established by DTC for the DIP Rights Offering through ATOP so that they are received by the Subscription Expiration Deadline.[4]

First Lien Claim Holders who are not DIP Backstop Parties must deliver in cash the aggregate funding amount for all Subscribed New Money DIP Loans (the "**DIP Funding Amount**") to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such First Lien Claim Holder and all accrued interest prior to the settlement of such assignment shall be for the account of the Fronting Lender.

First Lien Claim Holders who are DIP Backstop Parties must deliver in cash (to the extent not previously delivered) the DIP Funding Amount for all Subscribed New Money DIP Loans, Holdback New Money DIP Loans and Backstop New Money DIP Loans in accordance with the instructions provided under the DIP Backstop Funding Notice by the DIP Backstop Funding Deadline; *provided* that with respect to the Fronted Loans, payment shall be made to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such DIP Backstop Party.

The DIP Funding Amount for each First Lien Claim Holder (whether or not a DIP Backstop Party) will be calculated, net of original issue discount. Accrued interest will be treated in accordance with terms set forth in the DIP Documents; *provided* that, with respect to the Fronted Loans, payment shall be made to the Fronting Lender in accordance with the terms of the

[4] In accordance with the provisions of the Final DIP Order or as otherwise set forth in the DIP Documents, each Noteholder that is a DIP Backstop Party may be required to use ATOP to deliver any additional Secured Notes in relation to the settlement of any backstop commitments relating to such DIP Backstop Party under the DIP Documents.

secondary trade entered into between the Fronting Lender and such DIP Backstop Party and all accrued interest prior to the settlement of such assignment shall be for the account of the Fronting Lender.

First Lien Claim Holders that validly exercise their DIP Loan Subscription Rights, including by timely funding the DIP Funding Amount and completing all New Lender Requirements, shall receive $1.00 of DIP Roll-Up Loans that will roll-up and exchange applicable First Lien Claims of such First Lien Claim Holder for every $1.00 of DIP New Money Loans purchased by such First Lien Claim Holder, in each case as provided in the Plan, the DIP Documents, and as more fully described in these Procedures.

As part of the process, following exercise of the DIP Loan Subscription Rights, the Secured Loans that are sought to be rolled-up will be frozen from Transfer. **Lenders that participate in the DIP Rights Offering shall be prohibited from Transferring such Secured Loans, and the administrative agent of the Secured Loans shall be prohibited from effectuating any such requested Transfers unless the DIP Rights Offering is terminated, as described below.[5] As part of the process, following exercise of the DIP Loan Subscription Rights, the Secured Notes that are sought to be rolled-up will be frozen from Transfer unless the DIP Rights Offering is terminated, as described below**. All Noteholder Beneficial Owner Subscription Forms and/or other instructions required by the Nominee must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the applicable Secured Notes through ATOP to the appropriate contra CUSIP established by DTC prior to the Subscription Expiration Deadline. By instructing its Nominee to submit the underlying Secured Notes through ATOP to the appropriate contra CUSIP established by DTC, the Noteholder is (i) authorizing its Nominee to exercise all DIP Loan Subscription Rights associated with the amount of Secured Notes as to which the instruction pertains and (ii) certifying that it understands that, once submitted, the Secured Notes sought to be rolled-up will be frozen from Transfer unless the DIP Rights Offering is terminated. Notwithstanding the above, Lenders and Noteholders shall be permitted to designate affiliates to receive the DIP Loans without the need to Transfer any Secured Loans or Secured Notes to such affiliate.

The DIP New Money Loans will be fronted and assigned (to the extent funded) in accordance with the terms set forth in the DIP Documents and with respect to the Fronted Loans, the trade entered into between the Fronting Lender and the Backstop Lenders or the electing First Lien Claim Holder, as applicable, which will *inter alia* provide for the sale and purchase of accrued and unpaid interest on the DIP New Money Loans that are fronted prior to assignment. With respect to the Fronted Loans, all accrued interest prior to the settlement of such assignment shall be for the account of the Fronting Lender. **The settlement of Fronted Loans requires a ClearPar account and a Markit Entity Identifier (MEI) number; you cannot participate in the DIP Rights Offering unless you have a ClearPar account a MEI number.**

[5] Lenders should be aware that to facilitate the DIP Rights Offering, the register relating to the Secured Loans will be frozen four business days prior to the Subscription Expiration Deadline.

Unless the DIP Rights Offering is terminated, no later than one (1) business day after the entry of the Final DIP Order and on account of the DIP Rights Offering and the treatment otherwise set forth in the Plan:

(a) each First Lien Claim Holder that validly exercises its DIP Loan Subscription Rights and timely funds the applicable DIP Funding Amount in accordance these Procedures, whether or not a DIP Backstop Party, will have received:

(i) an amount of DIP New Money Loans equal to such Lender's or Noteholder's Pro Rata share (based on the amount of the First Lien Claims held by such First Lien Claim Holder) of the DIP Rights Offering Amount (the "**Subscribed New Money DIP Loan**"), as further described in these Procedures; *provided* that the Fronting Lender will hold such loans until the assignment of such loans has been made effective; and

(ii) DIP Roll-Up Loans that will roll-up and exchange applicable First Lien Claims in the amount equal to the aggregate principal amount of Subscribed New Money DIP Loans of such First Lien Claim Holder;

(b) each DIP Backstop Party will have received (in addition to the above):

(i) its applicable amount of DIP New Money Loans (the "**Backstop New Money DIP Loans**") that is unsubscribed by the Lenders and Noteholders entitled thereto, if any, and funded by such DIP Backstop Party in accordance with the terms and conditions of the DIP Credit Agreement and the DIP Note Purchase Agreement; *provided* that with respect to the Fronted Loans, the Fronting Lender will hold such loans until the assignment of such loans has been made effective;

(ii) its applicable amount of DIP Roll-Up Loans that will roll-up and exchange applicable First Lien Claims in the amount of the Backstop New Money DIP Loans of such DIP Backstop Party (the "**Backstop Roll-Up DIP Loans**");

(iii) an additional amount of DIP New Money Loans equal to such Lender's or Noteholder's applicable amount of DIP Loans in aggregate principal amount of $7.5 million on account of the DIP Backstop Premium as determined in accordance with the terms and conditions of the DIP Credit Agreement and the DIP Note Purchase Agreement (the "**Backstop Premium DIP Loans**");

(iv) its applicable amount of DIP New Money Loans on account of the DIP Holdback (the "**Holdback New Money DIP Loans**") that is funded by such DIP Backstop Party and determined in accordance with the terms and conditions of the DIP Credit Agreement and the DIP Note Purchase Agreement; *provided* that with respect to the Fronted Loans, the Fronting Lender will hold such loans until the assignment of such loans has been made effective; and

(v) its applicable amount of DIP Roll-Up Loans on account of the DIP Holdback (the "**Holdback Roll-Up DIP Loans**" and together with the Holdback New Money DIP Loans, the "**Holdback DIP Loans**") as determined in accordance with the terms and conditions of the DIP Credit Agreement and the DIP Note Purchase Agreement.

Solely for administrative reasons and in connection with the fronting of the DIP New Money Loans, except with respect to certain DIP Backstop Parties, the DIP New Money Loans shall be assigned prior to or in connection of the settlement of the DIP Rights Offering, in each case in accordance with the terms of the DIP Documents. **The settlement of Fronted Loans requires a ClearPar account and a MEI number; you cannot participate in the DIP Rights Offering unless you have a ClearPar account a MEI number.**

Each First Lien Claim Holder that is both a Lender and a Noteholder and wishes to exercise its DIP Loan Subscription Rights with respect to both its Secured Loans and Secured Notes must follow the respective procedures for both Secured Loans and Secured Notes. If a Noteholder holds Secured Notes underlying the DIP Loan Subscription Rights that it wishes to exercise through multiple Nominees, it must complete, execute and deliver a separate Noteholder Beneficial Owner Subscription Form with respect to each such Nominee.

Failure of a Lender to submit its Lender Subscription Form or complete the New Lender Requirements on a timely basis will result in forfeiture of such Lender's DIP Loan Subscription Rights, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. None of the Debtors, the Subscription Agent or any of the DIP Backstop Parties will have any liability for any such failure.

The amount of time necessary for a Nominee to process and deliver the applicable Secured Notes through ATOP may vary. Noteholders are urged to consult with their Nominees to determine the necessary deadline to return their Noteholder Beneficial Owner Subscription Forms to their Nominee (as well as any other steps required by such Nominee, which may vary from Nominee to Nominee). Failure of a Noteholder to submit such Noteholder Beneficial Owner Subscription Form (or other instructions required by the Nominee) or complete the New Lender Requirements on a timely basis will result in forfeiture of such Noteholder's DIP Loan Subscription Rights, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. None of the Debtors, the Subscription Agent or any of the DIP Backstop Parties will have any liability for any such failure.

Before electing to participate in the DIP Rights Offering, each Lender and Noteholder should review the Disclosure Statement (including the risk factors described in Article IX entitled "Risk Factors"), the DIP Documents and the Plan, and, in each case, any amendments, supplements or other modifications thereto, in addition to these Procedures and the Instructions contained herein and in its Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. A copy of the Disclosure Statement is available from the Subscription Agent and on the Debtors' restructuring website at www.veritaglobal.net/mcc.

In order to participate in the DIP Rights Offering, you must complete all the applicable steps outlined below. If such steps are not completed by the Subscription Expiration Deadline, you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the DIP Rights Offering, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

1. Participation in the DIP Rights Offering; Description of DIP Backstop

Lenders and Noteholders have the right, but not the obligation, to participate in the DIP Rights Offering by subscribing for and funding (if applicable) its Pro Rata share of DIP Rights Offering Amount. Each Lender and Noteholder is entitled to subscribe for either all or none of its Pro Rata share of DIP Rights Offering Amount. Subject to the terms and conditions as set forth in the Plan, the DIP Documents and these Procedures, each DIP Backstop Party has certain obligations with respect to the subscription and the funding of Backstop New Money DIP Loans and the Holdback New Money DIP Loans. Each Lender or Noteholder that exercises its DIP Loan Subscription Rights to fund DIP New Money Loans and roll up its First Lien Claims will receive its Pro Rata share of the DIP New Money Loans and DIP Roll-Up Loans.

There will be no over-subscription privilege in the DIP Rights Offering. Any amount of the DIP Rights Offering Amount that is unsubscribed by the Lenders and Noteholders entitled to exercise DIP Loan Subscription Rights will be funded by the applicable DIP Backstop Parties as Backstop New Money DIP Loans in accordance with the DIP Credit Agreement and the DIP Note Purchase Agreement. Subject to the terms and conditions of the DIP Documents, each DIP Backstop Party has agreed to (on a several and not joint basis) (i) fund a certain amount of the Backstop New Money DIP Loans and (ii) fund a certain amount of Holdback New Money DIP Loan. As consideration for their undertakings, the DIP Backstop Parties will receive the Backstop Premium DIP Loans in the amount of $7.5 million as set forth in the DIP Documents.

Notwithstanding anything contained in these Procedures, each Lender or Noteholder that is a DIP Backstop Party will be deemed to have exercised their DIP Loan Subscription Rights pursuant to the terms of their commitments under the DIP Documents; *provided* that a Noteholder that is a DIP Backstop Party is required to return its duly completed and executed Noteholder Beneficial Owner Subscription Form to its Nominee in sufficient time to allow such Nominee to deliver such document to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline. In addition, each Noteholder as of the Subscription Record Date that is a DIP Backstop Party is required to electronically deliver (or cause to be delivered) such Secured Notes that are sought to be rolled-up in connection with the DIP Loan Subscription Rights and Holdback Roll-Up DIP Loans to the appropriate contra CUSIP established by DTC for the DIP Rights Offering through ATOP so that they are received by the Subscription Expiration Deadline.

Because the DIP Loans are not securities for purposes of the Securities Act, none of the DIP Loan Subscription Rights or DIP Loans distributed in connection with these Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAN, THE DIP DOCUMENTS AND THESE PROCEDURES, ONCE A LENDER OR NOTEHOLDER HAS PROPERLY EXERCISED ITS DIP LOAN SUBSCRIPTION RIGHTS, SUCH EXERCISE WILL BE IRREVOCABLE AND WITHDRAWALS WILL NOT BE PERMITTED. NOTWITHSTANDING THE FOREGOING, WITHDRAWALS THROUGH PTOP WILL BE ALLOWED SOLELY TO CORRECT INCORRECT INSTRUCTIONS AND ARE SUBJECT TO THE SUBSCRIPTION AGENT'S

APPROVAL. NOMINEES MUST CONTACT THE SUBSCRIPTION AGENT PRIOR TO SUBMITTING ANY WITHDRAWAL REQUESTS.

2. Rights Subscription Period

The DIP Rights Offering will commence on the Subscription Commencement Date and will expire on the Subscription Expiration Deadline (as such deadline may be extended pursuant to the terms set forth herein). Each Lender or Noteholder intending to fund DIP New Money Loans and roll up its First Lien Claims in the DIP Rights Offering must affirmatively elect to exercise its DIP Loan Subscription Rights in the manner set forth in the instructions for the exercise of any DIP Loan Subscription Rights (consistent herewith, including as described in Section 4 hereof, the "**Instructions**") on or prior to the Subscription Expiration Deadline. First Lien Claim Holders who are not DIP Backstop Parties must deliver the DIP Funding Amount for all Subscribed New Money DIP Loans to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such First Lien Claim Holder. In addition, such Lender or Noteholder must complete the New Lender Requirements by the Subscription Expiration Deadline.

First Lien Claim Holders who are DIP Backstop Parties must deliver (to the extent not previously delivered) the DIP Funding Amount for (i) all Holdback New Money DIP Loans, (ii) all Subscribed New Money DIP Loans and (iii) the applicable Backstop New Money DIP Loans (as defined below) no later than the DIP Backstop Funding Deadline to the Paying Agent (as defined in the DIP Note Purchase Agreement), the Fronting Lender or otherwise in accordance with the DIP Credit Agreement and the DIP Note Purchase Agreement; *provided* that with respect to the Fronted Loans, payment shall be made to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such DIP Backstop Party.

Any exercise of DIP Loan Subscription Rights after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

The Subscription Expiration Deadline may be extended by the Debtors (with respect to the Fronted Loans, with the consent of the Fronting Lender) as required by law. In the event that the Debtors extend the Subscription Expiration Deadline, the Debtors shall: (i) post the Extension Notice on the Debtors' restructuring website at www.veritaglobal.net/mcc; (ii) file a copy of the Extension Notice on the docket of the Debtors' Chapter 11 Cases; and (iii) provide a copy of the Extension Notice to counsel to the to the Required DIP Backstop Parties, with email notice being sufficient. The Debtors shall use commercially reasonable efforts to cause the Extension Notice to be posted, filed, and delivered in accordance with the foregoing at least five (5) Business Days prior to any previously scheduled Subscription Expiration Deadline.

3. Delivery of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form

Each Lender and Noteholder may exercise either all or none of such Lender's or Noteholder's DIP Loan Subscription Rights with respect to all or none of such Lender's or Noteholder's First Lien Claims, in each case, subject to the terms and conditions of the Plan, the DIP Documents and these Procedures. Once a Lender or Noteholder has properly exercised its DIP Loan Subscription Rights, such exercise will be irrevocable and withdrawals will not be permitted. In order to facilitate the exercise of the DIP Loan Subscription Rights, beginning on the Subscription Commencement Date, the Subscription Agent will furnish, or cause to be furnished, to each Lender the Lender Subscription Form and to each Noteholder or Noteholder's Nominee, as applicable, the Noteholder Beneficial Owner Subscription Form, together with appropriate instructions for the proper completion and due execution by, and timely delivery by or on behalf of, the Lender or Noteholder of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, and the payment of the DIP Funding Amount, in accordance with such Lender's or Noteholder's trade with the Fronting Lender. To effectuate delivery of the aforementioned documents, the Subscription Agent is authorized to rely on (i) information or registers provided by the administrative agent of the Secured Loans and (ii) securities position reports requested and obtained from DTC for purposes of distribution. In addition, appropriate service of the aforementioned documents will be deemed completed by the Subscription Agent upon delivery of such documents to DTC and the applicable Nominees (or such Nominees' agents); *provided*, *however*, that the Subscription Agent will instruct such Nominees (or their agents) to immediately distribute such documents to the underlying Noteholders, as applicable, in accordance with their customary procedures.

4. Exercise of DIP Loan Subscription Rights

(a) In order to validly exercise DIP Loan Subscription Rights, each Lender or Noteholder that is not a DIP Backstop Party must:

(i) with respect to Noteholders, instruct its Nominee(s) to electronically deliver (or cause to be delivered), the Secured Notes sought to be rolled-up through ATOP, such that they are received by the Subscription Expiration Deadline;

(ii) return a duly completed and executed Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable (each with accompanying exhibits) to (a) the Subscription Agent, if a Lender, or (b) to a Noteholder's Nominee (or as otherwise directed by its Nominee), if a Noteholder, so that such documents are actually received by the Subscription Agent on or before the Subscription Expiration Deadline;

(iii) return duly completed and executed, as applicable, New Lender Requirements to (a) the Subscription Agent, if a Lender, or (b) to a Noteholder's Nominee (or as otherwise directed by its Nominee), if a Noteholder, so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline; and

(iv) deliver the DIP Funding Amount for all Subscribed New Money DIP Loans to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such Lender or Noteholder.

(b) In order to validly exercise DIP Loan Subscription Rights, each Noteholder that is a DIP Backstop Party must:

(i) instruct its Nominees to electronically deliver (or cause to be delivered) the Secured Notes sought to be rolled-up through ATOP, such that they are received by the Subscription Expiration Deadline;

(ii) return a duly completed and executed Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to a Noteholder's Nominee (or as otherwise directed by its Nominee), if a Noteholder, so that such documents are actually received by the Subscription Agent on or before the Subscription Expiration Deadline;

(iii) ensure that on the completed Noteholder Beneficial Owner Subscription Form such Noteholder appropriately certifies that it is a DIP Backstop Party and, if applicable, has executed the DIP Note Purchase Agreement; and

(iv) no later than the DIP Backstop Funding Deadline, to the extent not previously delivered in accordance with the terms of the DIP Documents, pay the DIP Funding Amount for all Subscribed New Money DIP Loans, Holdback New Money DIP Loans and Backstop New Money DIP Loans to the Paying Agent (as defined in the DIP Note Purchase Agreement), the Fronting Lender or otherwise in accordance with the DIP Credit Agreement and the DIP Note Purchase Agreement by wire transfer of immediately available funds in accordance with the instructions included in a written notice (the "**DIP Backstop Funding Notice**") delivered to the DIP Backstop Parties in accordance with the terms of the DIP Credit Agreement and/or DIP Note Purchase Agreement; provided that with respect to the Fronted Loans, payment shall be made to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such DIP Backstop Party.

(c) Each Lender that is a DIP Backstop Party does not need to take any further action to validly exercise DIP Loan Subscription Rights, which are deemed exercised pursuant to the terms of the DIP Documents.

(d) In the event that funds received by the Subscription Agent in payment for a subscribing Lender's Subscribed New Money DIP Loans, Holdback New Money DIP Loans and Backstop New Money DIP Loans, as applicable, are less than the applicable DIP Funding Amount for the Subscribed New Money DIP Loans, Holdback New Money DIP Loans and Backstop New Money DIP Loans, as applicable, of such Lender, the subscription represented by such subscribing Lender's Lender Subscription Form will not be recognized, and the associated DIP Loan Subscription Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

Special note for DIP Backstop Parties. Noteholders that are DIP Backstop Parties must arrange for the DIP Backstop Party Addendum and Certification attached to the Noteholder Beneficial Owner Subscription Form to be completed and returned to the Subscription Agent in accordance with the directions included in the DIP Backstop Party Addendum and Certification.

5. Transfer Restriction; Revocation; Deemed Cancellation of Rolled-Up Debt

(a) The DIP Loan Subscription Rights are not detachable or otherwise transferable separately from the Secured Loans and Secured Notes. If any DIP Loan Subscription Rights are Transferred by a Lender or Noteholder in contravention of the foregoing, the DIP Loan Subscription Rights will be cancelled, and neither such Lender or Noteholder nor the purported transferee will receive any DIP Loans otherwise purchasable on account of such Transferred DIP Loan Subscription Rights.

(b) Lenders and Noteholders shall be permitted to designate affiliates to receive the DIP Loans without the need to Transfer any Secured Loans or Secured Notes to such affiliate.

(c) The DIP Loan Subscription Rights, together with the underlying Secured Loans or Secured Notes with respect to which such DIP Loan Subscription Rights were allocated, will trade together as a unit, subject to such limitations, if any, that would be applicable to the transferability of the underlying Secured Loans or Secured Notes.

(d) Once a Lender or Noteholder has properly exercised its DIP Loan Subscription Rights, subject to the terms and conditions contained in the DIP Documents and these Procedures, such exercise will be irrevocable and withdrawals will not be permitted. Moreover, following the exercise of any DIP Loan Subscription Rights, the Holder thereof shall be prohibited from Transferring or assigning the Secured Loans and Secured Notes, as applicable, corresponding to such DIP Loan Subscription Rights unless the DIP Rights Offering is terminated.[6]

(e) By accepting a DIP Roll-Up Loan, a Lender or Noteholder shall irrevocably agree to electronically deliver (or cause to be delivered) and cancel the First Lien Claims that are being rolled up in accordance with the terms of the DIP Documents. For the avoidance of doubt, all accrued and unpaid interest relating to the principal amount of First Lien Claims that are rolled up shall be deemed to be cancelled and extinguished without any further action.

6. Termination of DIP Rights Offering/Return of Payment

If the DIP Rights Offering is terminated by the Debtors or the Required DIP Lenders or is otherwise unable to be consummated, all deposited Secured Notes shall be released by the Subscription Agent, to the applicable Noteholder as soon as reasonably practicable thereafter, but in any event within six (6) Business Days after the date on which the DIP Rights Offering is terminated; *provided* that any First Lien Claims that are required to be cancelled in connection with roll-up of First Lien Claims for DIP Roll-Up Loans that remain outstanding following the

[6] Lenders should be aware that to facilitate the DIP Rights Offering, the register relating to the Secured Loans will be frozen four business days prior to the Subscription Expiration Deadline.

termination of the DIP Rights Offering in accordance with the terms of such DIP Roll-Up Loans shall be deemed cancelled.

7. Settlement of the DIP Rights Offering and Distribution of the DIP Loans

The settlement of the DIP Rights Offering is conditioned on the entry of the Final DIP Order, compliance by the Debtors with these Procedures and satisfaction of the conditions precedent set forth in the DIP Documents.

8. Minimum Denominations; No Fractional Distributions

Secured Notes can only be tendered to be rolled up in authorized denominations for Secured Notes, which are minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. Noteholders who tender less than all of a series of their Secured Notes must continue to hold at least the minimum authorized denomination of $2,000 principal amount for such series of Secured Notes. Any entitlement to applicable DIP Roll-Up Loans will be deemed to have extinguished if no Secured Notes can be tendered to be rolled up and exchanged due to minimum denominations.

9. Bulk Tenders

With respect to subscribing Noteholders, Nominees must submit instructions on account of each Noteholder separately. "Bulk Tenders" via ATOP are not permitted and will be rejected.

10. Validity of Exercise of DIP Loan Subscription Rights

All questions concerning the timeliness, viability, form, and eligibility of any exercise of DIP Loan Subscription Rights will be determined in good faith by the Debtors and if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors, pursuant to the terms of the DIP Documents, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time as they may determine in good faith, or reject the purported exercise of any DIP Loan Subscription Rights. Lender Subscription Forms and Noteholder Beneficial Owner Subscription Forms will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith. In addition, the Debtors, pursuant to the terms of the DIP Documents, may permit any such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate.

For the avoidance of doubt and notwithstanding the above, the Debtor and its agents are not required to inform parties of any defect or irregularity with their submission of documents or payments and may reject such submissions without previously notifying the party prior to such rejection other than as required pursuant to the terms of the DIP Documents. Additionally, each such irregularity or defect if reviewed, will be done so on an individual submission basis.

11. DTC

All of the Secured Notes are held in book-entry form in accordance with the practices and procedures of DTC. The Debtors intend to comply with the practices and procedures of DTC for

the purpose of conducting the DIP Rights Offering, and, subject to compliance with Section 12 hereof, these Procedures will be deemed appropriately modified to achieve such compliance.

12. Modification of Procedures

The Debtors reserve the right, subject to the terms of the DIP Documents, to modify these Procedures or adopt additional procedures consistent with the provisions of these Procedures to effectuate the DIP Rights Offering and to issue the DIP Loan; *provided, however*, that the Debtors shall provide prompt written notice (the "**Modification Notice**") to the Lenders and Noteholders of any material modification to these Procedures made after the Subscription Commencement Date by: (i) posting the Modification Notice on the Debtors' restructuring website at www.veritaglobal.net/mcc; (ii) filing a copy of the Modification Notice on the docket of the Debtors' Chapter 11 Cases; and (iii) providing a copy of the Modification Notice to counsel the Required DIP Backstop Parties, with email notice being sufficient. Subject to the terms of the DIP Credit Agreement, the DIP Note Purchase Agreement and the Restructuring Support Agreement, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith are necessary and appropriate to effect and implement the DIP Rights Offering and the issuance of the DIP Loan.

13. Inquiries and Transmittal of Documents; Subscription Agent

The Instructions should be carefully read and strictly followed.

Questions relating to the DIP Rights Offering should be directed to the Subscription Agent at the following phone number or email address: (866) 967-1788 (domestic toll-free) or (310) 751-2688 (for international calls) or mccballots@veritaglobal.com (referencing "Multi-Color Corporation" in the subject line). To obtain copies of the documents, please visit www.veritaglobal.net/mcc.

The risk of non-delivery of all documents and payments to the Subscription Agent and any Nominee is on the Lender or Noteholder electing to exercise its DIP Loan Subscription Rights and not the Debtors or the Subscription Agent.

Lenders and Nominees (or Noteholders that are instructed by their Nominees to return the Noteholder Beneficial Owner Subscription Form directly to the Subscription Agent) must return the Lender Subscription Form, and/or Noteholder Beneficial Owner Subscription Form, as applicable, and any required exhibits to such forms including, for Noteholders that are not DIP Backstop Parties, the signature pages to the Restructuring Support Agreement and the Noteholder Election Joinder by no later than the Subscription Expiration Deadline to the following:

MCC DIP Rights Offering Subscription
c/o Verita Global
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:
mccballots@veritaglobal.com

In addition, Lenders and Nominees (or Noteholders that are instructed by their Nominees to return the Noteholder Beneficial Owner Subscription Form directly to the Subscription Agent) must complete the New Lender Requirements by the Subscription Expiration Deadline.

All documents relating to the DIP Rights Offering are available from the Subscription Agent. In addition, these documents, together with all filing made with the Court by the Debtors, are available free of charge from the Debtors' restructuring website at www.veritaglobal.net/mcc.

Only choose <u>one</u> method of return. If you choose to return the applicable documents via email, do not follow up with hard copies.

MCC DIP LOAN OFFERING INSTRUCTIONS

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

To elect to participate in the DIP Rights Offering, Lenders that are not DIP Backstop Parties and Noteholders (whether or not a DIP Backstop Parties) must follow all the instructions set out below

1. **Insert** the principal amount of your Secured Loans and/or Secured Notes that you hold in the corresponding fields within your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. Secured Notes can only be tendered to be rolled up in authorized denominations for Secured Notes, which are minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. Noteholders who tender less than all of a series of their Secured Notes must continue to hold at least the minimum authorized denomination of $2,000 principal amount for such series of Secured Notes.

   If you are a Lender and you do not know the principal amount of your Secured Loans, please contact the administrative agent for the Secured Loans immediately. If you are a Noteholder and you do not know the principal amount of your Secured Notes, please contact your Nominee immediately. If you are a Noteholder intending to exercise your DIP Loan Subscription Rights, you must provide instructions to your Nominee to submit all of your Secured Notes that are sought to be rolled-up via ATOP through the book-entry facilities of DTC to the appropriate contra CUSIP established by DTC.

2. **Complete** the required calculation in your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, to determine your entitlement to DIP Loans.

3. **Complete and return** of the New Lender Requirements as set forth in your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form by the Subscription Expiration Deadline.

4. **Read, complete and sign** your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable.

5. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.

6. **For Noteholders ONLY, instruct** your Nominee to electronically deliver via ATOP your Secured Notes that are sought to be rolled-up to the appropriate contra CUSIP established by DTC by the Subscription Expiration Deadline.

7. **Return** your signed Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable (each with accompanying exhibits including, for Noteholders that are not DIP Backstop Parties, the signature pages to the Restructuring Support Agreement and the Noteholder Election Joinder) to the Subscription Agent prior

to the Subscription Expiration Deadline or the Subscription Expiration Deadline, as applicable, or, for Noteholders, to your Nominee in sufficient time to allow your Nominee to process your instructions and prepare and deliver your Noteholder Beneficial Owner Subscription Form to the Subscription Agent (or otherwise follow the instructions of your Nominee) prior to the Subscription Expiration Deadline or the Subscription Expiration Deadline, as applicable.

8. **Arrange for full payment** of the DIP Funding Amount in immediately available funds. A Lender or Noteholder who is not a DIP Backstop Party should make any payments to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such First Lien Claim Holder. Any DIP Backstop Party should follow the payment instructions that will be provided in the DIP Backstop Funding Notice; *provided* that with respect to the Fronted Loans, payment shall be made to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such DIP Backstop Party.

9. **For Noteholders that are DIP Backstop Parties ONLY, confirm** that you are a DIP Backstop Party by checking the appropriate box in Item 5 of your Noteholder Beneficial Owner Subscription Form. In addition, you must complete the DIP Backstop Party Addendum and Certification attached to the Noteholder Beneficial Owner Subscription Form and submit the DIP Backstop Party Addendum and Certification to the Subscription Agent. DIP Backstop Parties that are Noteholders must arrange for the DIP Backstop Party Addendum and Certification to be completed and returned to the Subscription Agent in accordance with the directions included in the DIP Backstop Party Addendum and Certification. DIP Backstop Parties that are Lenders do not need to take any action to exercise their DIP Loan Subscription Rights, which are deemed exercised pursuant to the terms of the DIP Documents.

The Subscription Expiration Deadline is 5:00 p.m. (Prevailing Eastern Time) on February 17, 2026 (as such deadline may be extended pursuant to the Procedures).

Lender Subscription Forms and Noteholder Beneficial Owner Subscription Forms (each with accompanying exhibits including, for Noteholders that are not DIP Backstop Parties, the signature pages to the Restructuring Support Agreement and the Noteholder Election Joinder) must be received by the Subscription Agent and, for Noteholders, the Secured Notes which are sought to be rolled-up must be delivered through ATOP to the appropriate contra CUSIP established by DTC by the Subscription Expiration Deadline or the subscription(s) represented by your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, will not be recognized, and the associated DIP Loan Subscription Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. In addition, a Lender or Noteholder must complete the New Lender Requirements by the Subscription Expiration Deadline.

For Noteholders, please note that, unless otherwise directed by your Nominee, the Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and, if such Noteholder is not a DIP Backstop

Party, the signature pages for the joinder to the Restructuring Support Agreement and the Election Joinder) must be received by your Nominee in sufficient time to allow such Nominee to process and deliver your Secured Notes which are sought to be rolled-up through ATOP to the appropriate contra CUSIP established by DTC by the Subscription Expiration Deadline or the subscription represented by your Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated DIP Loan Subscription Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

Further, the full payment must be made to the Fronting Lender upon settlement of the applicable trade. Otherwise, the subscription(s) represented by your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, will not be recognized, and the associated DIP Loan Subscription Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

First Lien Claim Holders who are DIP Backstop Parties must deliver (to the extent not previously delivered) the DIP Funding Amount for (i) all Holdback New Money DIP Loans, (ii) all Subscribed New Money DIP Loans and (iii) the applicable Backstop New Money DIP Loans no later than the DIP Backstop Funding Deadline to the Paying Agent (as defined in the DIP Note Purchase Agreement), the Fronting Lender or otherwise in accordance with the DIP Credit Agreement and the DIP Note Purchase Agreement; provided that with respect to the Fronted Loans, payment shall be made to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such DIP Backstop Party.

Questions relating to the DIP Rights Offering should be directed to the Subscription Agent at the following phone number or email address: (866) 967-1788 (domestic toll-free) or (310) 751-2688 (for international calls) or mccballots@veritaglobal.com (referencing "Multi-Color Corporation" in the subject line). To obtain copies of the documents, please visit www.veritaglobal.net/mcc.

Lenders and Nominees (or Noteholders that are instructed by their Nominees to return the Noteholder Beneficial Owner Subscription Form directly to the Subscription Agent) must return the Lender Subscription Form, and/or Noteholder Beneficial Owner Subscription Form, as applicable, and any required exhibits to such forms including, for Noteholders that are not DIP Backstop Parties, the signature pages to the Restructuring Support Agreement and the Noteholder Election Joinder by no later than the Subscription Expiration Deadline to the following:

MCC DIP Rights Offering Subscription
c/o Verita Global
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:

mccballots@veritaglobal.com

Only choose <u>one</u> method of return. If you choose to return the applicable documents via email, do not follow up with hard copies.

In addition, Lenders and Nominees (or Noteholders that are instructed by their Nominees to return the Noteholder Beneficial Owner Subscription Form directly to the Subscription Agent) must complete the New Lender Requirements by the Subscription Expiration Deadline.

Annex I

Lender Subscription Form and Election Joinder

EXHIBIT O-1
to
SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

NOTE: THIS DOCUMENT IS TO BE COMPLETED SOLELY WITH RESPECT TO OUTSTANDING CLAIMS UNDER THE PREPETITION CASH FLOW CREDIT AGREEMENT.

Please refer to Exhibit O-2 for outstanding Claims under the Prepetition Secured Notes. If you have questions, please feel free to reach out to the advisors to the Borrower: Project-MonarchRXWG@evercore.com; mccelectionjoinder@kirkland.com

Please email a copy of the completed form to: mccballots@veritaglobal.com

[FORM OF] LENDER SUBSCRIPTION FORM AND ELECTION JOINDER

FOR USE BY LENDERS UNDER THE PREPETITION CASH FLOW CREDIT AGREEMENT

This Lender Subscription Form and Election Joinder (the "Subscription Form") is delivered by the Electing Lender dated as of the Effective Date set forth below (for the avoidance of doubt, to be dated and delivered no later than the Subscription Expiration Deadline) and is entered into by [*Insert name of Electing Lender*] (the "Electing Lender"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement (as defined below), receipt of a copy of which is hereby acknowledged by the Electing Lender. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Subscription Form as if set forth herein in full.

The Electing Lender hereby (a) confirms that (i) the Electing Lender is a Syndication Eligible Claimholder with outstanding Prepetition First Lien Claims under the Prepetition Cash Flow Credit Agreement in the principal amounts specified below and in accordance with, and subject to the terms of, the Rights Offering Procedures has exercised DIP Loan Subscription Rights (as defined in the Rights Offering Procedures), (ii) the Electing Lender held such Prepetition First Lien Claims as of the Subscription Record Date, (iii) the Electing Lender is not a Backstop Lender, (iv) the DIP Portion of such Electing Lender with respect to each of the Syndication DIP Interim Loans and the Final Term Loan Commitments, calculated in accordance with Section 2.6 of the Credit Agreement, is set forth in (6) below, and (v) it agrees to comply with the conditions and terms set forth in Subsections 2.6(c), 2.6(d) and 2.6(e) of the Credit Agreement on or prior to the dates set forth therein and (b) acknowledges and agrees that (i) the Electing Lender will be a "Lender" for all purposes under the Credit Agreement following the consummation of its Syndication Transactions in accordance with the Rights Offering Procedures and Section 2.6 of the Credit Agreement and (ii) the Electing Lender shall not have any recourse against any Seller Lender or Commitment Assigning Lender in connection with the Syndication Transactions as set forth in Subsection 2.6(g) of the Credit Agreement.

For an agreed consideration calculated as set forth in Subsection 2.6(c) of the Credit Agreement, the Electing Lender hereby agrees to irrevocably purchase and assume from each applicable Selling Lender and Commitment Assigning Lender, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below; *provided*, for the avoidance of doubt, that the assignment of any Final New Money Term Loans by the Fronting Lender to an Electing Lender and any Interim New Money Term Loans by the Backstop Lenders, in each case, shall be in accordance with the Rights Offering Procedures and Section 2.6 of the Credit Agreement:

(i) all of the rights and obligations (including the Purchased Obligations) of each applicable Selling Lender and Commitment Assigning Lender related to the Electing Lender's DIP Portion as identified below with respect to each of the Interim Term Loan Commitments and Final Term Loan Commitments (including, other than with respect to the Final New Money Term Loans fronted by the Fronting Lender, accrued and unpaid interest) in accordance with the terms of Section 2.6 of the Credit Agreement and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of each applicable Selling Lender and Commitment Assigning Lender (in each such Selling Lender's and Commitment Assigning Lender's capacity as a Lender) against any person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "Purchased Interest"). Such sale and assignment is without recourse to any Selling Lender or Commitment Assigning Lender and the Electing Lender shall have no recourse against any Selling Lender or Commitment Assigning Lender in connection with the Syndication Transactions.

1.	Electing Lender:	_____[1]
2.	Borrowers:	LABELS BUYER, LLC, a Delaware limited liability company (the "Topco Borrower"), MULTI-COLOR CORPORATION, an Ohio corporation (the "Parent Borrower"), MCC MANUFACTURING, INC., a Delaware corporation (the "Subsidiary Borrower" and, together with the Topco Borrower and the Parent Borrower, collectively the "Borrowers" and each individually a "Borrower", each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code)
3.	Administrative Agent:	ACQUIOM AGENCY SERVICES LLC ("Acquiom") and SEAPORT LOAN PRODUCTS LLC, each as co-administrative agent (in such capacities, including any successor thereto, each as a "Co-Administrative Agent" and together, the "Administrative Agent")
4.	Credit Agreement:	Senior Secured Super-Priority Debtor-In-Possession Credit Agreement, dated as of February 3, 2026 (as the same may be amended, supplemented, waived or otherwise modified

[1] Note: Please insert a separate Item 1 line for each entity which will be party to the Credit Agreement.

from time to time, the "Credit Agreement"), by and among the Borrowers, LABL Acquisition Corporation, a Delaware corporation, as debtor and debtor-in possession under chapter 11 of the Bankruptcy Code ("Holdings"), LABL, INC., a Delaware corporation, as a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code ("Intermediate Holdings"), certain Subsidiaries of the Borrowers from time to time party thereto, each as a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code, the Administrative Agent for the banks and other financial institutions (collectively, the "Lenders"; individually, a "Lender") from time to time party to the Credit Agreement, and Acquiom, as collateral agent (in such capacity, including any permitted successor thereto, the "Collateral Agent" and, together with the Administrative Agent, the "Agents") for the Secured Parties (as defined in the Credit Agreement).

5. The principal component of the Prepetition First Lien Claims relating to the Prepetition Cash Flow Credit Agreement held as of the Subscription Record Date by the Syndication Eligible Claimholder are as follows:

Entity[2]	Principal Amount of Claims under Cash Flow Revolving Facility (USD) (Column 1)	Principal Amount of Claims under Cash Flow Term Loan Facility (USD) (Column 2)	Principal Amount of Claims under Cash Flow Term Loan Facility (EUR) (Column 3)
[__]	[$][€]	[$]	[€]
[__]	[$][€]	[$]	[€]

6. Subject to Subsection 2.6(a), the DIP Portion of such Electing Lender with respect to each of the Interim Term Loans and Final Term Loan Commitments is provided below.

[2] Note: To add additional rows as needed.

Entity[3]	MEI	[Interim Term Loans][4]	Final Term Loan Commitments[5][6]
[__]		[$]	[$][7]
[__]		[€]	[$][€][8]

Effective Date: [_____ __]. 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFORE.][9]

The ELECTING LENDER (to the extent not an existing Lender) delivers to the Administrative Agent attached hereto (the "New Lender Requirements"):

(i) the IRS Form W-9 or W-8 of the Electing Lender;

(ii) the Electing Lender's:

a. Recorded Articles of Organization (if an LLC),

b. the Certificate of Limited Partnership (if an LP) or

c. the Recorded Articles of Incorporation (if a Corporation);

(iii) a completed Administrative Questionnaire for each Electing Lender on the form attached as Annex 2 hereto in which the Electing Lender designates one or more contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their Affiliates or their respective securities) will be made available and who may receive such information in accordance with each applicable Selling Lender's and Commitment Assigning Lender's compliance procedures and applicable laws, including Federal and state securities laws and all applicable tax forms.

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[3] Note: To add additional rows as needed.
[4] Note: To be removed in case not applicable.
[5] Note: Claims under the Prepetition Cash Flow Credit Agreement denominated in Dollars shall represent Interim Term Loans denominated in Dollars. Claims under the Prepetition Cash Flow Credit Agreement Denominated in Euros may represent Interim Term Loans denominated in Euros or in Dollars, at the discretion of the Electing Lender. Final Term Loan Commitments shall be denominated in the same currency as the Interim Term Loans.
[6] Note: Contact Evercore at Project-MonarchRXWG@evercore.com if you have any questions regarding the calculation of your Interim Term Loans and Final Term Loan Commitments.
[7] Note: Add the sum of (i) the product of the aggregate amount in column 1 above and 0.042315 and (ii) the product of the aggregate amount in column 2 above and 0.042524.
[8] Note: If electing to receive Initial Term Loans (if applicable) and Final Term Loans in Euro, add the product of the aggregate amount in column 3 above and 0.041936. If electing to receive Initial Term Loans (if applicable) and Final Term Loans in Dollars, add the product of the aggregate amount in column 2 above and 0.050202.
[9] To be delivered no later than the Subscription Expiration Deadline.

(iv) a duly executed joinder to RSA on the form attached as Annex 3.

The Administrative Agent shall not be responsible for any misrepresentation contained herein.

[Remainder of page intentionally left blank]

EXHIBIT O-1
to
SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

The terms set forth in this Subscription Form are hereby agreed to:

ELECTING LENDER

[NAME OF ELECTING LENDER]

By: _____
Name:
Title:

Consented to and Accepted:

ACQUIOM AGENCY SERVICES LLC,
as Administrative Agent

By: _____
Name:
Title:

SEAPORT LOAN PRODUCTS LLC,
as Administrative Agent

By: _____
Name:
Title:

EXHIBIT O-1
to
SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

LABL, INC.
SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

STANDARD TERMS AND CONDITIONS FOR SUBSCRIPTION FORM

1. Representations and Warranties.

1.1 Electing Lender. The Electing Lender (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Subscription Form and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of and is an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Purchased Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Purchased Interest and either it, or the Person exercising discretion in making its decision to acquire the Purchased Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Subsection 7.1 thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Subscription Form and to purchase the Purchased Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (vi) attached to the Subscription Form is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement and the Rights Offering Procedures, including without limitation an Administrative Questionnaire in the form of Exhibit A to the Credit Agreement duly completed and executed by the Electing Lender if it is not already a Lender under the Credit Agreement, (vii) [reserved], (viii) [reserved], (ix) it has complied, and will comply, with Subsection 2.6 of the Credit Agreement and the Rights Offering Procedures, (x) [reserved], and (xi) if it is not a United States Person, attached to the Subscription Form is any documentation required to be delivered by it pursuant to Subsection 4.11 of the Credit Agreement, duly completed and executed by the Electing Lender; (b) agrees that (i) it will, independently and without reliance on the Administrative Agent or any Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations that by the terms of the Loan Documents are required to be performed by it as a Lender, including its obligations pursuant to Subsection 11.16 of the Credit Agreement; (c) appoints and authorizes each applicable Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; and (d) hereby affirms the acknowledgements and representations of such Electing Lender as a Lender contained in Subsection 10.5 of the Credit Agreement.

2. Payments. Other than with respect to the Final New Money Term Loans fronted by the Fronting Lender (which will be settled in accordance with the Rights Offering Procedures and the Credit Agreement), from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Purchased Interest (including payments of principal, interest, fees and other amounts) to the applicable Electing Lender for amounts that have accrued but are unpaid from and after the Closing Date.

3. General Provisions. This Subscription Form shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Subscription Form may be executed in any number of counterparts, which together shall constitute one instrument. Acceptance and

adoption of the terms of this Subscription Form by the Electing Lender by electronic signature or delivery of an executed counterpart of a signature page of this Subscription Form by any electronic system shall be effective as delivery of a manually executed counterpart of this Subscription Form. This Subscription Form shall be governed by, and construed in accordance with, the law of the State of New York.

4. Credit Agreement Controls. Notwithstanding anything herein to the contrary, in the case of any conflict between this Subscription Form and the Credit Agreement (including Subsection 2.6 thereof), the Credit Agreement shall control and govern.

FORM OF ADMINISTRATIVE QUESTIONNAIRE

Entity Name:
Entity Tax ID: If Applicable

Operations/Administrative Contacts (for drawdowns, repayments, rate setting, payment notices etc.):

Notice Contact(s):
Name:
Attn:
Address:
Telephone:
Direct Fax:
Email:

Name:
Attn:
Address:
Telephone:
Direct Fax:
Email:

Wire Instructions:

Bank Name:
ABA:
Account Name:
Account Number:
SWIFT:
FFC:

Credit & Trade Closer (Loans):

Name:
Attn:
Address:
Telephone:
Direct Fax:
Email:

Please forward Amendments, Waivers, and Compliance to:

Name:
Attn:
Address:
Telephone:
Direct Fax:
Email:

Closing Documentation Forwarded to:

Name:
Attn:
Address:
Telephone:
Direct Fax:
Email:

Name as to Appear on Assignment Agreement:

Annex 3

Form of Joinder to the RSA

Form of Joinder

The undersigned ("**Joinder Party**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of January 25, 2026 (the "**Agreement**")[1] by and among Labels Buyer, LLC, the other Company Parties, and the Consenting Stakeholders and agrees to be bound by the terms and conditions of the Agreement as a Consenting Stakeholder, and shall be deemed a "**Consenting Stakeholder**" and a "**Party**" under the terms of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained in the Agreement as of the date of this Joinder and any further date specified in the Agreement.

This Joinder shall be governed by the governing law set forth in the Agreement.

Date Executed:

[JOINDER PARTY]

_____

Name:
Title:

Address:

E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Revolving Facility Claims	
Euro Term Loan Facility Claims	
U.S. Term Loan Facility Claims	
2028 5.875% Secured Notes Claims	
2028 9.500% Secured Notes Claims	
2031 Secured Notes Claims	
2027 Unsecured Notes Claims	
2029 Unsecured Notes Claims	
Equity Interests	

[1] Capitalized terms not used but not otherwise defined in this Joinder shall have the meanings ascribed to such terms in the Agreement.

Annex II

Noteholder Beneficial Owner Subscription Form

MULTI-COLOR CORPORATION

NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM FOR DIP RIGHTS OFFERING

FOR USE BY HOLDERS OF SECURED NOTES

IN CONNECTION WITH THE DEBTORS' DISCLOSURE STATEMENT DATED JANUARY 25, 2026

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 5:00 p.m. (Prevailing Eastern Time) on February 17, 2026, unless otherwise extended pursuant to the terms of the DIP Rights Offering Procedures (the "Procedures"). The Subscription Record Date is February 17, 2026. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Procedures.

To exercise the DIP Loan Subscription Rights with respect to the Secured Notes, each Holder of the Secured Notes as of the Subscription Record Date (a "Noteholder") that is a First Lien Claim Holder must (i) return its duly completed and executed Noteholder Beneficial Owner Subscription Form (with other documents required under Item 10 hereof) to its bank, broker, intermediary, securities nominee or agent (each, a "Nominee") (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline, (ii) complete the New Lender Requirements (as defined below) by the Subscription Expiration Deadline, and (iii) electronically deliver (or cause to be delivered) such Secured Notes that are sought to be rolled-up to the appropriate contra CUSIP established by The Depository Trust Company ("DTC") for the DIP Rights Offering through the Automated Tender Offer Program ("ATOP") of DTC, so that they are received by the Subscription Expiration Deadline.

Notwithstanding anything contained in the Procedures, each Noteholder that is a DIP Backstop Party will be deemed to have exercised their DIP Loan Subscription Rights pursuant to the terms of the DIP Documents; *provided* that a Noteholder that is a DIP Backstop Party is required to return its duly completed and executed Noteholder Beneficial Owner Subscription Form to its Nominee in sufficient time to allow such Nominee to deliver such document to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline. In addition, each Noteholder as of the Subscription Record Date that is a DIP Backstop Party is required to electronically deliver (or cause to be delivered) the Secured Notes that are sought to be rolled-up in connection with the DIP Loan Subscription Rights and Holdback Roll-Up DIP Loans to the appropriate contra CUSIP established by DTC for the DIP Rights Offering through ATOP so that they are received by the Subscription Expiration Deadline.

Any First Lien Claim Holder that does not validly exercise its DIP Loan Subscription Rights in accordance with the Procedures will not receive the DIP Loans.

Failure of a Noteholder to submit such Noteholder Beneficial Owner Subscription Form or other documents required under Item 10 hereof (or other instructions required by the Nominee) or complete the New Lender Requirements on a timely basis will result in forfeiture of such Noteholder's DIP Loan Subscription Rights, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. None of the Debtors, the Subscription Agent or any of the DIP Backstop Parties will have any liability for any such failure.

Noteholders who are not DIP Backstop Parties must deliver the DIP Funding Amount for all Subscribed New Money DIP Loans to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such Noteholders.

Noteholders who are DIP Backstop Parties must deliver in cash (to the extent not previously delivered) the DIP Funding Amount for (i) all Holdback New Money DIP Loans, (ii) all Subscribed New Money DIP Loans and (iii) the applicable Backstop New Money DIP Loans no later than the DIP Backstop Funding Deadline to the Paying Agent (as defined in the DIP Note Purchase Agreement), the Fronting Lender or otherwise in accordance with the DIP Credit Agreement and the DIP Note Purchase Agreement; *provided* that with respect to the Fronted Loans, payment shall be made to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such DIP Backstop Party.

The settlement of Fronted Loans requires a ClearPar account and a Markit Entity Identifier (MEI) number; you cannot participate in the DIP Rights Offering unless you have a ClearPar account and a MEI number.

As part of the process, following exercise of the DIP Loan Subscription Rights, the Secured Notes that are sought to be rolled-up will be frozen from Transfer unless the DIP Rights Offering is terminated.

All Noteholder Beneficial Owner Subscription Forms and/or other instructions required by the Nominee must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the applicable Secured Notes through ATOP to the appropriate contra CUSIP established by DTC prior to the Subscription Expiration Deadline. By instructing its Nominee to submit the underlying Secured Notes through ATOP to the appropriate contra CUSIP established by DTC, the Noteholder is (i) authorizing its Nominee to exercise all DIP Loan Subscription Rights associated with the amount of Secured Notes as to which the instruction pertains and (ii) certifying that it understands that, once submitted, the Secured Notes that are sought to be rolled-up will be frozen from Transfer unless the DIP Rights Offering is terminated.

Noteholders that are DIP Backstop Parties must arrange for the DIP Backstop Party Addendum to (a) be completed and returned to the Subscription Agent in accordance with

the directions included in the DIP Backstop Party Addendum and (b) be provided to their Nominee so that the Nominee will be informed that funding from such DIP Backstop Party does not have to be made prior to the DIP Funding Deadline. Noteholders that are DIP Backstop Parties must deliver in cash (to the extent not previously delivered) the DIP Funding Amount for (i) all Holdback New Money DIP Loans, (ii) all Subscribed New Money DIP Loans and (iii) the applicable Backstop New Money DIP Loans no later than the DIP Backstop Funding Deadline to the Paying Agent (as defined in the DIP Note Purchase Agreement), the Fronting Lender or otherwise in accordance with the DIP Credit Agreement and the DIP Note Purchase Agreement.

Solely for administrative reasons and in connection with the fronting of the DIP New Money Loans, except with respect to certain DIP Backstop Parties, the DIP New Money Loans shall be assigned prior to or in connection of the settlement of the DIP Rights Offering, in each case in accordance with the terms of the DIP Documents. The settlement of Fronted Loans requires a ClearPar account and a MEI number; you cannot participate in the DIP Rights Offering unless you have a ClearPar account and a MEI number.

The DIP Loan Subscription Rights are not detachable or otherwise transferable separately from the underlying Secured Loans and Secured Notes. Rather, the DIP Loan Subscription Rights, together with the underlying Secured Loans and Secured Notes with respect to which such DIP Loan Subscription Rights were allocated, will trade together and will be evidenced by the underlying Secured Loans and Secured Notes until the Subscription Expiration Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Secured Loans and Secured Notes; *provided* that following the exercise of any DIP Loan Subscription Rights, the Holder thereof shall be prohibited from selling, transferring, assigning, pledging, hypothecating, participating, donating or otherwise encumbering or disposing (each of the foregoing, a "Transfer") of the Secured Loans and Secured Notes that such Holder seeks to roll-up unless the DIP Rights Offering is terminated; *provided*, *further*, that such Holders shall be permitted to designate affiliates to receive the DIP Loans, without the need to Transfer any Secured Loans or Secured Notes to such affiliate (including any controlled investment affiliates).

The distribution or communication of the Procedures and the issuance of the DIP Loans in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of the Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, the Procedures may not be distributed or communicated, and the DIP Loan may not be subscribed for or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval or authorization therefor except for any notice filings required under U.S. federal and applicable state securities laws. Further, the DIP Rights Offering has not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the foregoing passed upon the accuracy or

adequacy of the information presented, and any representation to the contrary is a criminal offense.

Because the DIP Loans are not securities for purposes of the Securities Act of 1933, as amended (the "Securities Act"), none of the DIP Loan Subscription Rights distributed in connection with the Procedures or DIP Loans have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

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

Please refer to the Procedures for details on your entitlement to the DIP Loans to the extent you decide to participate in the DIP Rights Offering.

If you have any questions, please contact the Subscription Agent at the following phone number or email address: (866) 967-1788 (domestic toll-free) or (310) 751 2688 (for international calls) or mccballots@veritaglobal.com. To obtain copies of the documents, please visit www.veritaglobal.net/mcc.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAN, THE DIP DOCUMENTS AND THE PROCEDURES, ONCE A NOTEHOLDER HAS PROPERLY EXERCISED ITS DIP LOAN SUBSCRIPTION RIGHTS, SUCH EXERCISE WILL BE IRREVOCABLE AND WITHDRAWALS WILL NOT BE PERMITTED. NOTWITHSTANDING THE FOREGOING, WITHDRAWALS THROUGH PTOP WILL BE ALLOWED SOLELY TO CORRECT INCORRECT INSTRUCTIONS AND ARE SUBJECT TO THE SUBSCRIPTION AGENT'S APPROVAL. NOMINEES MUST CONTACT THE SUBSCRIPTION AGENT PRIOR TO SUBMITTING ANY WITHDRAWAL REQUESTS.

BY ELECTING TO EXERCISE YOUR DIP LOAN SUBSCRIPTION RIGHTS, AND SUBMITTING THE REQUIRED DOCUMENTS AS SET FORTH IN ITEM 10 HEREOF, YOU WILL AUTOMATICALLY AND IRREVOCABLY DEEMED TO CONSENT TO AND JOIN THE APPLICABLE DIP DOCUMENTS AND THE RESTRUCTURING SUPPORT AGREEMENT AND WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THESE DOCUMENTS. FOR A COPY OF THE DIP CREDIT AGREEMENT AND THE RESTRUCTURING SUPPORT AGREEMENT, PLEASE VISIT HTTPS://WWW.VERITAGLOBAL.NET/MCC.

To exercise your DIP Loan Subscription Rights, fill out Items 1-9 in this Noteholder Beneficial Owner Subscription Form completely and legibly – ***and follow the instructions of your Nominee with respect to the submission of your instructions to the Nominee.***

1. Amount of Secured Notes

I certify that I am a beneficial owner of the aggregate principal amounts as set forth below of the Debtors' 5.875% Senior Secured Notes due 2028 (the "2028 5.875% Secured Notes"),

9.50% Senior Secured Notes due 2028 (the "2028 9.50% Secured Notes") and 8.625% Senior Secured Notes due 2031 (the "2031 Secured Notes" and, together with the 2028 5.875% Secured Notes and the 2028 9.50% Secured Notes, the "Secured Notes") in the following principal amounts (insert amount on the lines below) as of the Subscription Record Date or that I am the authorized signatory of that beneficial owner. For the purposes of this Noteholder Beneficial Owner Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2 below.

If you do not know the principal amount of your Secured Notes, please contact your Nominee immediately.

Insert aggregate principal amount of Secured Notes held, as applicable.

2028 5.875% Secured Notes (CUSIP 50168QAC9/U5022TAC0):_____
[1A]

2028 9.50% Secured Notes (CUSIP 50168QAE5/U5022TAE6):_____
[1B]

2031 Secured Notes (CUSIP 50168QAF2/U5022TAF3):_____
[1C]

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

2. Subscription Amount Calculation

Each First Lien Claim Holder is entitled to subscribe for and fund DIP New Money Loans in an amount equal to its Pro Rata share of the DIP Rights Offering Amount based upon a fraction (expressed as a percentage), the numerator of which is its pre-Petition Date First Lien Claims held as of the Subscription Record Date and the denominator of which is all First Lien Claims as of the Subscription Record Date.

Each Noteholder has the right, but not the obligation, to participate in the DIP Rights Offering by subscribing for and funding DIP New Money Loans.

Subject to the terms and conditions set forth in the Plan, the DIP Documents and the Procedures, each Noteholder is entitled to subscribe for either ***all or none*** of its Pro Rata share of DIP New Money Loans at the DIP Funding Amount.[1]

[1] The DIP Funding Amount will be calculated, net of original issue discount. Accrued interest will be treated in accordance with terms set forth in the DIP Documents; *provided* that, with respect to the Fronted Loans, payment shall be made to the Fronting Lender in accordance with the terms of the secondary trade entered into between

By filling in the following blanks, you are indicating that the undersigned Noteholder (i) is subscribing to fund the principal amount of DIP New Money Loans associated with the principal amount specified in Box C, on the terms and subject to the conditions set forth in the Procedures and (ii) understands that it will receive $1.00 of DIP Roll-Up Loans that will roll-up and exchange applicable Secured Notes of such First Lien Claim Holder for every $1.00 of DIP New Money Loans purchased by such Noteholder.

DIP New Money Loans:

The amount of DIP New Money Loan for which the undersigned may subscribe, based on the principal amount shown above, is calculated as follows:

BOX A				**BOX B**
_____ (Insert principal amount of 2028 5.875% Secured Notes from Item 1 above)	X	0.042191	=	_____ [2A] (Principal Amount of DIP New Money Loan) (Round down to nearest whole number)
_____ (Insert principal amount of 2028 9.50% Secured Notes from Item 1 above)	X	0.042560	=	_____ [2B] (Principal Amount of DIP New Money Loan) (Round down to nearest whole number)
_____ (Insert principal amount of 2031 Secured Notes from Item 1 above)	X	0.042770	=	_____ [2C] (Principal Amount of DIP New Money Loan) (Round down to nearest whole number)

BOX C
Total Principal Amount for DIP New Money Loans: _____ [2A]+[2B]+[2C]

DIP Roll-Up Loans:

BOX D
Principal Amount for DIP Roll-Up Loans: _____ Insert total from as set forth in Box C of Item 2

Secured Notes That are Sought to Be Rolled-Up:

---

the Fronting Lender and such DIP Backstop Party and all accrued interest prior to the settlement of such assignment shall be for the account of the Fronting Lender.

By accepting the DIP Roll-Up Loans shown in Box F, a Noteholder hereby irrevocably agrees to electronically deliver (or cause to be delivered) such Secured Notes shown in Box E below to the appropriate contra CUSIP established by the DTC for the DIP Rights Offering through ATOP so that they are received by the Subscription Expiration Deadline and acknowledges that such Secured Notes shall be cancelled following the settlement of the DIP Rights Offering in accordance with the terms of DIP Documents.

Notwithstanding the foregoing or anything contained in the DIP Documents, each series of Secured Notes can only be delivered in authorized denominations for such series of Secured Notes, which are minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. Noteholders who tender less than all of a series of their Secured Notes must continue to hold at least the minimum authorized denomination of $2,000 principal amount for such series of Secured Notes. If the amount in Box F (or, in the case of Holdback Roll-Up DIP Loans, Box I) is less than the amount in Box D (or, in the case of Holdback Roll-Up DIP Loans, Box G), your entitlement to DIP Roll-Up Loans or Holdback Roll-Up DIP Loans, as applicable, will decrease on a dollar-for-dollar basis such that the number of Secured Notes surrendered for DIP Roll-Up Loans or Holdback Roll-Up DIP Loans, as applicable, is equal.

Insert Principal Amount of DIP Roll-Up Loans as set forth in BOX D of Item 2:

$_____

BOX E*[2]
_____ [2D] (Insert principal amount of 2028 5.875% Secured Notes that you seek to roll-up and exchange) (must be minimum of $2,000 and integral multiples of $1,000 in excess thereof, or all of your outstanding 2028 5.875% Secured Notes)
_____ [2E] (Insert principal amount of 2028 9.50% Secured Notes that you seek to roll-up and exchange) (must be minimum of $2,000 and integral multiples of $1,000 in excess thereof, or all of your outstanding 2028 9.50% Secured Notes)
_____ [2F] (Insert principal amount of 2031 Secured Notes that you seek to roll-up and exchange) (must be minimum of $2,000 and integral multiples of $1,000 in excess thereof, or all of your outstanding 2031 Secured Notes)

[2] You may roll up and deliver (or cause to be delivered) the Secured Notes in any combination of your choice for the DIP Roll-Up Loans. Please indicate in Box E below your desired combination of different series of Secured Notes to be delivered, the aggregate principal amount of which should not exceed the aggregate principal amount of DIP Roll-Up Loans as set forth in Box D.

BOX E*[2]
* Nominees must electronically deliver the Secured Notes that are sought to be rolled-up in the principal amount(s) set forth in items 2D, 2E and 2F above to the appropriate contra CUSIP established by the DTC for the DIP Rights Offering via ATOP.

BOX F
Principal Amount for DIP Roll-Up Loans: _____ [2D]+[2E]+[2F]

For DIP Backstop Parties Only

If a DIP Backstop Party is entitled to Holdback Roll-Up DIP Loans pursuant to the terms and conditions of the DIP Documents and it seeks to roll-up and exchange Secured Notes on account of such Holdback Roll-Up DIP Loans, it must electronically deliver (or cause to be delivered) such Secured Notes that are sought to be rolled-up to the appropriate contra CUSIP established by the DTC for the DIP Rights Offering through ATOP so that they are received by the Subscription Expiration Deadline. By accepting the Holdback Roll-Up DIP Loans shown in Box I, a DIP Backstop Party hereby irrevocably agrees to electronically deliver (or cause to be delivered) such Secured Notes shown in Box H below to the appropriate contra CUSIP established by the DTC for the DIP Rights Offering through ATOP so that they are received by the Subscription Expiration Deadline and acknowledges that such Secured Notes shall be cancelled in accordance with the terms of DIP Documents.

BOX G
Insert principal Amount for Holdback Roll-Up DIP Loans pursuant to the terms of the DIP Documents:_____

BOX H[3]
_____ [2G] (Insert principal amount of 2028 5.875% Secured Notes that you seek to roll-up and exchange) (must be minimum of $2,000 and integral multiples of $1,000 in excess thereof, or all of your outstanding 2028

[3] You may roll up and deliver (or cause to be delivered) the Secured Notes in any combination of your choice for the Holdback Roll-Up Loans. Please indicate in Box H below your desired combination of different series of Secured Notes to be delivered, the aggregate principal amount of which should not exceed the aggregate principal amount of DIP Roll-Up Loans as set forth in Box G.

BOX H[3]
5.875% Secured Notes)
_____ [2H] (Insert principal amount of 2028 9.50% Secured Notes that you seek to roll-up and exchange) (must be minimum of $2,000 and integral multiples of $1,000 in excess thereof, or all of your outstanding 2028 9.50% Secured Notes)
_____ [2I] (Insert principal amount of 2031 Secured Notes that you seek to roll-up and exchange) (must be minimum of $2,000 and integral multiples of $1,000 in excess thereof, or all of your outstanding 2031 Secured Notes)
* Nominees must electronically deliver the Secured Notes that are sought to be rolled-up in the principal amount(s) set forth in items [2G], [2H] and [2I] above to the appropriate contra CUSIP established by the DTC for the DIP Rights Offering via ATOP.

BOX I
Principal Amount for Holdback Roll-Up DIP Loans: _____ [2G]+[2H]+[2I]

3. Payment and Delivery Instructions

Noteholders who are not DIP Backstop Parties must deliver in cash the aggregate funding amount for all Subscribed New Money DIP Loans (the "DIP Funding Amount") to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such First Lien Claim Holder and all accrued interest prior to the settlement of such assignment shall be for the account of the Fronting Lender.

First Lien Claim Holders who are DIP Backstop Parties must deliver in cash (to the extent not previously delivered) the DIP Funding Amount for all Subscribed New Money DIP Loans, Holdback New Money DIP Loans and Backstop New Money DIP Loans in accordance with the instructions provided under the DIP Backstop Funding Notice by the DIP Backstop Funding Deadline; *provided t*hat with respect to the Fronted Loans, payment shall be made to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such DIP Backstop Party.

Please provide your completed Noteholder Beneficial Owner Subscription Form (other documents required under Item 10 hereof or other form of instruction required by your Nominee) to your Nominee **in sufficient time** to allow such Nominee to deliver the aggregate principal amount of Secured Notes shown in Box E via **ATOP**.

PLEASE NOTE: NO DIP ROLL-UP LOANS WILL BE ISSUED UNLESS ALL OF YOUR

SECURED NOTES THAT ARE SOUGHT TO BE ROLLED-UP SHOWN IN BOX E OF ITEM 2 HAVE BEEN ELECTRONICALLY DELIVERED VIA ATOP TO THE APPROPRIATE CONTRA CUSIP ESTABLISHED BY DTC ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE.

IF YOU ARE A DIP BACKSTOP PARTY, NO HOLDBACK ROLL-UP DIP LOANS WILL BE ISSUED UNLESS ALL OF YOUR SECURED NOTES THAT ARE SOUGHT TO BE ROLLED-UP SHOWN IN BOX H OF ITEM 2 HAVE BEEN ELECTRONICALLY DELIVERED VIA ATOP TO THE APPROPRIATE CONTRA CUSIP ESTABLISHED BY DTC ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE.

4. Certification.

The undersigned hereby certifies that it (i) is the beneficial owner of the Secured Notes set forth in Item 1, above or the authorized signatory (the "Authorized Signatory") of such Noteholder acting on behalf of the Noteholder, (ii) is entitled to participate in the DIP Rights Offering, (iii) has reviewed a copy of the Plan, the DIP Documents, the Disclosure Statement and the Procedures and other applicable materials and (iv) understands that the exercise of the DIP Loan Subscription Rights are subject to all the terms and conditions set forth in the Plan, the DIP Documents and the Procedures.

Please provide your completed Noteholder Beneficial Owner Subscription Form and other documents required under Item 10 hereof (or other form of instruction required by your Nominee) to your Nominee in sufficient time to allow your Nominee to process and electronically deliver (or cause to be delivered) the Secured Notes that are sought to be rolled-up shown in Box E (and, in the case of a DIP Backstop Party, also Box H) of Item 2 to the appropriate contra CUSIP established by the DTC for the DIP Rights Offering via ATOP, so that they are received by the Subscription Expiration Deadline.

Please instruct its Nominee to complete and return the Nominee Certification as set forth on **Exhibit A** hereto to the Subscription Agent on or before the Subscription Expiration Deadline.

By electing to exercise its DIP Loan Subscription Rights, the Noteholder understands that it will receive $1.00 of DIP Roll-Up Loans that will roll-up and exchange applicable Secured Notes of such First Lien Claim Holder for every $1.00 of DIP New Money Loans purchased by such Noteholder, subject to adjustments for rounding. The Noteholder (or the Authorized Signatory on behalf of the Noteholder) is hereby instructing its Nominee to arrange for the delivery of the Secured Notes that are sought to be rolled-up shown in Box E (and, in the case of DIP Backstop Party, also Box H) of Item 2 via ATOP by the Subscription Expiration Deadline, and acknowledges that payment of the DIP Funding Amount must be made by the Noteholder in accordance with the terms of the applicable trade entered into with the Fronting Lender, unless the Noteholder is a DIP Backstop Party that is a party to the DIP Note Purchase Agreement.

The Noteholder (or the Authorized Signatory on behalf of such Noteholder) acknowledges that, by executing this Noteholder Beneficial Owner Subscription Form or otherwise providing its subscription instructions to its Nominee, the Noteholder has elected to subscribe for the principal amount of DIP New Money Loan associated with the principal

amount indicated, and will be bound to pay the DIP Funding Amount for the DIP New Money Loan it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

In the event that funds in payment for a subscribing Noteholder's Subscribed DIP New Money Loan are less than the aggregate DIP Funding Amount for the Subscribed DIP New Money Loan of such Noteholder, the subscription(s) represented by such subscribing Noteholder's Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated DIP Loan Subscription Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 of the Procedures relating to the waiver or correction of defects or irregularities.

Date: _____

Name of Noteholder: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

5. DIP Backstop Party Representation.

(This section is only for DIP Backstop Parties, each of whom is aware of its status as a DIP Backstop Party. If you are a DIP Backstop Party, a fully completed DIP Backstop Party Addendum MUST be provided to your Nominee. A DIP Backstop Party Addendum is attached to the Noteholder Beneficial Owner Subscription Form, and the DIP Backstop Party is responsible for forwarding it to their Nominee. Please note that checking the box below if you are not a DIP Backstop Party may result in forfeiture of your rights to participate in the DIP Rights Offering.)

☐ I am a DIP Notes Backstop Purchaser signatory to the DIP Note Purchase Agreement and the DIP Backstop Party Addendum has been provided to my Nominee. I have entered into the DIP Note Purchase Agreement prior to the date hereof and acknowledge that I will receive notes issued under the DIP Note Purchase Agreement instead of DIP Loans, subject to and in accordance with the terms of the DIP Note Purchase Agreement.

☐ I am a DIP Backstop Party signatory to the DIP Credit Agreement and the DIP Backstop Party Addendum has been provided to my Nominee.

6. Tender of Secured Notes That are Sought to Be Rolled-Up.

Each Noteholder that exercises DIP Loan Subscription Rights in respect of Secured Notes shall receive DIP Roll-Up Loans shown in Box F (and, in the case of a DIP Backstop Party, also Box I) of Item 2 and must direct its Nominee to electronically deliver (or cause to be delivered) the Secured Notes that are sought to be rolled-up in the principal amount(s) set forth in Box E

(and, in the case of a DIP Backstop Party, also Box H) of Item 2 to the appropriate contra CUSIP established by the DTC for the DIP Rights Offering via ATOP, so that they are received by the Subscription Expiration Deadline.

Nominees must tender Noteholders' Secured Notes on a per Holder basis. Nominees may not submit bulk tender instructions. Tendered instructions are irrevocable. Notwithstanding the foregoing, withdrawals through PTOP will be allowed solely to correct incorrect instructions and are subject to the Subscription Agent's approval. Nominees must contact the Subscription Agent prior to submitting any withdrawal requests.

Tendered instructions are irrevocable. Notwithstanding, withdrawals through PTOP will be allowed solely to correct incorrect instructions and are subject to the Subscription Agent's approval. Nominees must contact the Subscription Agent prior to submitting any withdrawal requests.

To Be Completed by Nominee Only (Evidence of electronic delivery of Secured Notes via ATOP)					
CUSIP / ISIN	**Security Description**	**Principal Amount of Secured Notes Tendered into ATOP**	**Name & DTC # of Nominee Holding Position at DTC**	**DTC ATOP Confirmation Number (VOI) (If Applicable)**	**Euroclear or Clearstream Reference Number (If Applicable)**
50168QAC9/ U5022TAC0	2028 5.875% Secured Notes	$			
50168QAE5/ U5022TAE6	2028 9.50% Secured Notes	$			
50168QAF2/ U5022TAF3	2031 Secured Notes	$			

7. Registration Information

Please indicate on the lines provided below the name of the Noteholder in whose name the DIP Loans should be issued. Noteholders are permitted to designate affiliates to receive the DIP Loans without the need to Transfer any Secured Loans or Secured Notes to such affiliate by providing the designee information in Item 9 of this Noteholder Beneficial Owner Subscription Form and delivering (causing to be delivered) other documents required under Item 9.

You may direct that the DIP Loans be issued to different parties in any allocation of your choice. For example, you may request that all DIP New Money Loans be delivered to fund 1 while all of the DIP Roll-Up Loans be delivered to fund 2. It is strongly recommended that the below information be typed to ensure that it is legible.

In order to better process the registration information in Item 7, refund wire instruction in Item 8, and designee information in Item 9 of this Noteholder Beneficial Owner Subscription Form, it is recommended you compile such information on a spreadsheet. Please contact the Subscription Agent at mccballots@veritaglobal.com to request a spreadsheet template you may use for such purposes.

Registration Name[4] Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____

(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

City, State, Postal Code:_____

Telephone:_____

Email: _____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN) ☐

☐ INDIVIDUAL ACCOUNT;

☐ IRA ACCOUNT;

☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);

☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);

☐ BANK;

☐ NOMINEE ACCOUNTS;

☐ THE NEW C-CORP;

☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);

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[4] To the extent there is more than one registrant, please attach a separate sheet with the information required under Item 7.

☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER RO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRAT (GRANTOR ANNUITY TRUST));

☐ TENANTS IN COMMON;

☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);

☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or

☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

8. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

Once completed, you must return this Noteholder Beneficial Owner Subscription Form and other documents required under Item 10 hereof (or other form of instruction required by your Nominee) to your Nominee in accordance with your Nominee's instructions in sufficient time for your Nominee to tender your Secured Notes to an appropriate contra CUSIP established by the DTC through ATOP no later than the Subscription Expiration Deadline.

PLEASE RETURN THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM (WITH OTHER DOCUMENTS REQUIRED UNDER ITEM 10 HEREOF) OR OTHER INSTRUCTION (AS REQUIRED BY THE NOMINEE) ONLY TO YOUR NOMINEE. <u>DO NOT</u> RETURN THIS FORM DIRECTLY TO THE SUBSCRIPTION AGENT, UNLESS YOUR NOMINEE HAS ALREADY TENDERED YOUR SECURED NOTES THAT ARE SOUGHT TO BE ROLLED-UP THROUGH ATOP OR OTHERWISE.

THE SUBSCRIPTION AGENT MUST BE IN RECEIPT OF THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Return completed documents to:
MCC Rights Offering Subscription
c/o Verita Global
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:
mccballots@veritaglobal.com

The method of delivery of the applicable Noteholder Beneficial Owner Subscription Form and other documents required under Item 10 hereof (or other form of instruction required by your Nominee) and any other required documents is at each Noteholder's option and sole risk. Each Noteholder must ensure that its Nominee tenders its Secured Notes that are sought to be rolled-up to the appropriate contra CUSIP established by the DTC for the DIP Rights Offering via ATOP, so that they are received at or prior to the Subscription Expiration Deadline and, except for Noteholders who are DIP Backstop Parties and party to the DIP Notes Purchase Agreement, deliver payment to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such Noteholder.

PLEASE NOTE: NO DIP ROLL-UP LOANS WILL BE ISSUED UNLESS ALL OF YOUR SECURED NOTES THAT ARE SOUGHT TO BE ROLLED-UP AS INDICATED IN BOX E OF ITEM 2 (AND, IN THE CASE OF A DIP BACKSTOP PARTY, ALSO BOX H) OF ITEM 2 HAVE BEEN ELECTRONICALLY DELIVERED VIA ATOP TO THE APPROPRIATE CONTRA CUSIP ESTABLISHED BY DTC ON OR BEFORE THE SUBSCRIPTION EXPIRATION DEADLINE.

9. Designee Information.

Please complete ONLY if the DIP Loans are to be issued in the name of a designee or designees.

In addition, each Designee indicated below shall be required to deliver all the documents listed under Item 10 (other than Item 10(i)) hereof (or other form of instruction required by your Nominee) to your Nominee (or as otherwise directed by its Nominee) so that such documents are actually received by the Subscription Agent on or before the Subscription Expiration Deadline.

a. Amount of Designation.[5]

Percentage of Subscribed New Money DIP Loans: _____

Percentage of DIP Roll-Up Loans: _____

Percentage of Holdback New Money DIP Loans: _____

Percentage of Holdback Roll-Up DIP Loans: _____

Percentage of Backstop New Money DIP Loans: _____

Percentage of Backstop Roll-Up DIP Loans: _____

Percentage of Backstop Premium DIP Loans: _____

b. Designee Registration Information.

Please indicate on the lines provided below the name of the designee in whose name the Subscribed New Money DIP Loans, DIP Roll-Up Loans, Holdback New Money DIP Loans, Holdback Roll-Up DIP Loans, Backstop New Money DIP Loans, Backstop Roll-Up DIP Loans and/or Backstop Premium DIP Loans should be registered, and in whose name the Subscribed New Money DIP Loans, DIP Roll-Up Loans, Holdback New Money DIP Loans, Holdback Roll-Up DIP Loans, Backstop New Money DIP Loans, Backstop Roll-Up DIP Loans and/or Backstop Premium DIP Loans should be issued in the event that such instruments are issued in registered form on the books and records of the Company or the applicable agent.

It is strongly recommended that the below information be typed to ensure that it is legible. Please also select the "account type" into which such securities will be issued:

Registration Name Line 1 (Maximum 35 Characters): _____

Registration Name Line 2 (Maximum 35 Characters): _____

(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

City, State, Postal Code: _____

Telephone: _____

Email: _____

[5] To the extent there is more than one designee, please attach a separate sheet with the information required under Item 9.

U.S. Tax Identification Number: _____

Check here if non-US (no TIN) ☐

☐ INDIVIDUAL ACCOUNT;

☐ IRA ACCOUNT;

☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);

☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);

☐ BANK;

☐ NOMINEE ACCOUNTS;

☐ THE NEW C-CORP;

☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);

☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER RO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRAT (GRANTOR ANNUITY TRUST));

☐ TENANTS IN COMMON;

☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);

☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or

☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

10. Required Documents

In order to validly exercise your DIP Loan Subscription Rights, each Noteholder (whether not a DIP Backstop Party), including its designees (if any), must deliver the following documents

to a Noteholder's Nominee (or as otherwise directed by its Nominee) so that such documents are actually received by the Subscription Agent on or before the Subscription Expiration Deadline.

(i) a duly completed and executed copy of this Noteholder Beneficial Owner Subscription Form;

(ii) a duly completed and executed copy of the lender election joinder to the DIP Credit Agreement as set forth on **Exhibit B** attached hereto ("**Noteholder Election Joinder**"); *provided* that a Noteholder that is a DIP Backstop Party and is currently a party to the DIP Credit Agreement or DIP Note Purchase Agreement is not required to execute the Noteholder Election Joinder;

(iii) deliver and comply with all New Lender Requirements set forth in the Noteholder Election Joinder, including an executed IRS Form W-9 or IRS Form W-8, as applicable. These forms may be obtained from the IRS at its website: www.irs.gov;

(iv) a duly executed joinder to the Restructuring Support Agreement as set forth in Annex 3 to **Exhibit B** attached hereto; *provided* that a Noteholder that is a DIP Backstop Party and is currently a party to the Restructuring Support Agreement is not required to provide such joinder; and

(v) for DIP Backstop Parties only, a fully completed DIP Backstop Party Addendum.

In addition, each Noteholder must instruct its Nominee to complete and return the Nominee Certification as set forth on **Exhibit A** hereto to the Subscription Agent on or before the Subscription Expiration Deadline.

Upon signing a joinder to the Restructuring Support Agreement, you would have irrevocably agreed to become a party to this agreement and be subject to all obligations under the Restructuring Support Agreement.

DIP BACKSTOP PARTY/SECURED AD HOC GROUP ADDENDUM

The undersigned certifies that the undersigned is a party to that certain (i) Senior Secured Super-Priority Debtor-In-Possession Credit Agreement, dated February 3, 2026, by and among Labels Buyer, LLC, as Debtor and Debtor-in-Possession, LABL Acquisition Corporation, as Debtor and Debtor-in-Possession, LABL, Inc., as Debtor and Debtor-in-Possession, the other Borrowers party thereto and Acquiom Agency Services LLC and Seaport Loan Products LLC, as co-administrative agents or (ii) Senior Secured Super-Priority Debtor-In-Possession Note Purchase Agreement, dated February 3, 2026, by and among Multi-Color Corporation, as Issuer, MCC Manufacturing, Inc. as Co-Issuer, and in each as a Debtor and Debtor-in-Possession, the other parties thereto and Acquiom Agency Services LLC, as Collateral Agent. A Noteholder that is a DIP Backstop Party must provide its payment in accordance with the instructions provided under the DIP Backstop Funding Notice by the DIP Backstop Funding Deadline *provided* that with respect to the Fronted Loans, payment shall be made to the Fronting Lender in accordance with the terms of the secondary trade entered into between the Fronting Lender and such DIP Backstop Party. If you are a DIP Backstop Party, please instruct your Nominee to submit a properly executed Backstop Party Addendum along with the Noteholder Beneficial Owner Subscription Form. The information in the table below should be identical to the information provided in Item 7 of the Noteholder Beneficial Owner Subscription Form.

IN WITNESS WHEREOF, the undersigned has executed this addendum on and as of the ___ day of _____ , 2026.

If an Entity:

Name of Entity:

Signature: _____

By: _____

Its: _____

State or Country of Principal Place of Business: _____

Address: _____

Fax: _____

E-mail: _____

US Tax ID/EIN: _____

OR Check here if non-US (no TIN) ☐

If an Individual Investor:

Name of Individual:

Signature: _____

State or Country of Primary Residence: _____

Address: _____

Fax: _____

E-mail: _____

US Tax ID/EIN: _____

OR Check here if non-US (no TIN) ☐

Exhibit A

Nominee Certification

For Use Only by the Nominee

DTC Participant Name: _____

DTC Participant Number: _____

Name of Beneficial Holder: _____

Principal Amount of Secured Notes held as of Subscription Record Date:

CUSIP / ISIN	Principal Amount*
50168QAC9 / US50168QAC96	
U5022TAC0 / USU5022TAC00	
50168QAE5 / US50168QAE52	
U5022TAE6 / USU5022TAE65	
50168QAF2 / US50168QAF28	
U5022TAF3 / USU5022TAF31	

* Nominees should insert Principal Amount of Secured Notes held prior to their tender as reflected in Item 6.

MEDALLION GUARANTEE:

Nominee Contact Information:

Contact Name: _____

Telephone: _____

Email: _____

Exhibit B

[Noteholder Election Joinder]

EXHIBIT O-2
to
SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

NOTE: THIS DOCUMENT IS TO BE COMPLETED SOLELY WITH RESPECT TO OUTSTANDING CLAIMS UNDER THE PREPETITION SECURED NOTES.

Please refer to Exhibit O-1 for outstanding Claims under the Prepetition Cash Flow Credit Agreement. If you have questions, please feel free to reach out to the advisors to the Borrower:

Project-MonarchRXWG@evercore.com;
mccelectionjoinder@kirkland.com

Please email a copy of the completed form to: mccballots@veritaglobal.com

[FORM OF] LENDER ELECTION JOINDER

FOR USE BY NOTEHOLDERS UNDER THE PREPETITION SECURED NOTES

This Lender Subscription Form and Election Joinder (the "Subscription Form") is delivered by the Electing Lender dated as of the Effective Date set forth below (for the avoidance of doubt, to be dated and delivered no later than the Subscription Expiration Deadline) and is entered into by [*Insert name of Electing Lender*] (the "Electing Lender"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement (as defined below), receipt of a copy of which is hereby acknowledged by the Electing Lender. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Subscription Form as if set forth herein in full.

The Electing Lender hereby (a) confirms that (i) the Electing Lender is a Syndication Eligible Claimholder with outstanding Prepetition First Lien Claims under the Prepetition Secured Notes in the principal amount specified below and in accordance with, and subject to the terms of, the Rights Offering Procedures, has exercised DIP Loan Subscription Rights (as defined in the Rights Offering Procedures), (ii) the Electing Lender held such Prepetition First Lien Claims as of the Subscription Record Date, (iii) the Electing Lender is not a Backstop Lender, (iv) the DIP Portion of such Electing Lender with respect to each of the Syndication DIP Interim Loans and the Final Term Loan Commitments, calculated in accordance with Section 2. 6 of the Credit Agreement, is set forth in (6) below, and (v) it agrees to comply with the conditions and terms set forth in Subsections 2.6(c), 2.6(d) and 2.6(e) of the Credit Agreement on or prior to the dates set forth therein and (b) acknowledges and agrees that (i) the Electing Lender will be a "Lender" for all purposes under the Credit Agreement following the consummation of its Syndication Transactions in accordance with the Rights Offering Procedures and Section 2.6 of the Credit Agreement and (ii) the Electing Lender shall not have any recourse against any Seller Lender or Commitment Assigning Lender in connection with the Syndication Transactions as set forth in Subsection 2.6(g) of the Credit Agreement.

For an agreed consideration calculated as set forth in Subsection 2.6(c) of the Credit Agreement, the Electing Lender hereby agrees to irrevocably purchase and assume from each applicable Selling Lender and Commitment Assigning Lender, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, *provided*, for the avoidance of doubt, that the assignment of any Final New Money Term Loans by the Fronting Lender to an Electing Lender and any Interim New Money Term Loans by the Backstop Lenders, in each case, shall be in accordance with the Rights Offering Procedures and Section 2.6 of the Credit Agreement: (i) all of the rights and obligations (including the Purchased Obligations) of each applicable Selling

Lender and Commitment Assigning Lender related to the Electing Lender's DIP Portion as identified below with respect to each of the Interim Term Loan Commitments and Final Term Loan Commitments (including, other than with respect to the Final New Money Term Loans fronted by the Fronting Lender, accrued and unpaid interest) in accordance with the terms of Section 2.6 of the Credit Agreement and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of each applicable Selling Lender and Commitment Assigning Lender (in each such Selling Lender's and Commitment Assigning Lender's capacity as a Lender) against any person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "Purchased Interest"). Such sale and assignment is without recourse to any Selling Lender or Commitment Assigning Lender and the Electing Lender shall have no recourse against any Selling Lender or Commitment Assigning Lender in connection with the Syndication Transactions.

1.	Electing Lender:	_____[1]
2.	Borrowers:	LABELS BUYER, LLC, a Delaware limited liability company (the "Topco Borrower"), MULTI-COLOR CORPORATION, an Ohio corporation (the "Parent Borrower"), MCC MANUFACTURING, INC., a Delaware corporation (the "Subsidiary Borrower" and, together with the Topco Borrower and the Parent Borrower, collectively the "Borrowers" and each individually a "Borrower", each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code)
3.	Administrative Agent:	ACQUIOM AGENCY SERVICES LLC ("Acquiom") and SEAPORT LOAN PRODUCTS LLC, each as co-administrative agent (in such capacities, including any successor thereto, each as a "Co-Administrative Agent" and together, the "Administrative Agent")
4.	Credit Agreement:	Senior Secured Super-Priority Debtor-In-Possession Credit Agreement, dated as of February 3, 2026 (as the same may be amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), by

[1] Note: Please insert a separate Item 1 line for each entity which will be party to the Credit Agreement.

and among the Borrowers, LABL Acquisition Corporation, a Delaware corporation, as debtor and debtor-in possession under chapter 11 of the Bankruptcy Code ("Holdings"), LABL, INC., a Delaware corporation, as a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code ("Intermediate Holdings"), certain Subsidiaries of the Borrowers from time to time party thereto, each as a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code, the Administrative Agent for the banks and other financial institutions (collectively, the "Lenders"; individually, a "Lender") from time to time party to the Credit Agreement, and Acquiom, as collateral agent (in such capacity, including any permitted successor thereto, the "Collateral Agent" and, together with the Administrative Agent, the "Agents") for the Secured Parties (as defined in the Credit Agreement).

5. The principal component of the Prepetition First Lien Claims relating to the Prepetition Secured Notes held as of the Subscription Record Date by the Syndication Eligible Claimholder (which have been disclosed in the accompanying Noteholder Beneficial Owner Subscription Form) are as follows:

Entity[2]	Principal Amount of Claims under Prepetition Secured Notes[3]
[__]	[$]
[__]	[$]

6. Such Electing Lender's Interim Term Loans and Final Term Loan Commitments (in the case of Electing Lenders, which shall be calculated pursuant to Section 2.6) are as follows.

Entity[4]	MEI	[Interim Term Loans][5]	Final Term Loan Commitments[6]
[__]		[$]	[$]
[__]		[$]	[$]

[2] Note: To add additional rows as needed.
[3] Note: Add from Box A of your accompanying Noteholder Beneficial Owner Subscription Form
[4] Note: To add additional rows as needed.
[5] Note: To be removed in case not applicable.
[6] Note: Add the sum of the amounts in Box C and Box F from your accompanying Noteholder Beneficial Owner Subscription Form. Contact Evercore at Project-MonarchRXWG@evercore.com if you have any questions regarding the calculation of your Interim Term Loan Commitments and Final Term Loan Commitments.

Effective Date: [_____ __]. 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFORE.][7]

The ELECTING LENDER (to the extent not an existing Lender) delivers to the Administrative Agent attached hereto (the "New Lender Requirements"):

(i) the IRS Form W-9 or W-8 of the Electing Lender;

(ii) the Electing Lender's:

a. Recorded Articles of Organization (if an LLC),

b. the Certificate of Limited Partnership (if an LP) or

c. the Recorded Articles of Incorporation (if a Corporation);

(iii) a completed Administrative Questionnaire for each Electing Lender on the form attached as Annex 2 hereto in which the Electing Lender designates one or more contacts to whom all syndicate-level information (which may contain material non-public information about the Borrowers, the Loan Parties and their Affiliates or their respective securities) will be made available and who may receive such information in accordance with each applicable Selling Lender's and Commitment Assigning Lender's compliance procedures and applicable laws, including Federal and state securities laws and all applicable tax forms.

(iv) a duly executed joinder to RSA on the form attached as Annex 3.

The Administrative Agent shall not be responsible for any misrepresentation contained herein.

[Remainder of page intentionally left blank]

[7] To be delivered no later than the Subscription Expiration Deadline.

The terms set forth in this Subscription Form are hereby agreed to:

[Entity Name],
as Electing Lender

By: _____
Name:
Title:

Consented to and Accepted:

ACQUIOM AGENCY SERVICES LLC,
as Administrative Agent

By: _____
Name:
Title:

SEAPORT LOAN PRODUCTS LLC,
as Administrative Agent

By: _____
Name:
Title:

EXHIBIT O-2
to
SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

LABL, INC.
SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

STANDARD TERMS AND CONDITIONS FOR SUBSCRIPTION FORM

1. Representations and Warranties.

1.1 Electing Lender. The Electing Lender (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Subscription Form and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of and is an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Purchased Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Purchased Interest and either it, or the Person exercising discretion in making its decision to acquire the Purchased Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Subsection 7.1 thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Subscription Form and to purchase the Purchased Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (vi) attached to the Subscription Form is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement and the Rights Offering Procedures, including without limitation an Administrative Questionnaire in the form of Exhibit A to the Credit Agreement duly completed and executed by the Electing Lender if it is not already a Lender under the Credit Agreement, (vii) [reserved], (viii) [reserved], (ix) it has complied, and will comply with, with Subsection 2.6 of the Credit Agreement and the Rights Offering Procedures, (x) [reserved], and (xi) if it is not a United States Person, attached to the Subscription Form is any documentation required to be delivered by it pursuant to Subsection 4.11 of the Credit Agreement, duly completed and executed by the Electing Lender; (b) agrees that (i) it will, independently and without reliance on the Administrative Agent or any Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations that by the terms of the Loan Documents are required to be performed by it as a Lender, including its obligations pursuant to Subsection 11.16 of the Credit Agreement; (c) appoints and authorizes each applicable Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; and (d) hereby affirms the acknowledgements and representations of such Electing Lender as a Lender contained in Subsection 10.5 of the Credit Agreement.

2. Payments. Other than with respect to the Final New Money Term Loans fronted by the Fronting Lender (which will be settled in accordance with the Rights Offering Procedures and the Credit Agreement), from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Purchased Interest (including payments of principal, interest, fees and other amounts) to the applicable Electing Lender for amounts that have accrued but are unpaid from and after the Closing Date.

3. General Provisions. This Subscription Form shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Subscription Form may be executed in any number of counterparts, which together shall constitute one instrument. Acceptance and adoption of the terms of this Subscription Form by the Electing Lender by electronic signature or delivery of an executed counterpart of a signature page of this Subscription Form by any electronic system shall be effective as delivery of a manually executed counterpart of this Subscription Form. This Subscription Form shall be governed by, and construed in accordance with, the law of the State of New York.

4. Credit Agreement Controls. Notwithstanding anything herein to the contrary, in the case of any conflict between this Subscription Form and the Credit Agreement (including Subsection 2.6 thereof), the Credit Agreement shall control and govern.

FORM OF ADMINISTRATIVE QUESTIONNAIRE

Entity Name:
Entity Tax ID: If Applicable

Operations/Administrative Contacts (for drawdowns, repayments, rate setting, payment notices etc.):

Notice Contact(s):
Name:
Attn:
Address:
Telephone:
Direct Fax:
Email:

Name:
Attn:
Address:
Telephone:
Direct Fax:
Email:

Wire Instructions:

Bank Name:
ABA:
Account Name:
Account Number:
SWIFT:
FFC:

Credit & Trade Closer (Loans):

Name:
Attn:
Address:
Telephone:
Direct Fax:
Email:

Please forward Amendments, Waivers, and Compliance to:

Name:
Attn:
Address:
Telephone:
Direct Fax:
Email:

Closing Documentation Forwarded to:

Name:
Attn:
Address:
Telephone:
Direct Fax:
Email:

Name as to Appear on Assignment Agreement:

Annex 3

Form of Joinder to the RSA

Form of Joinder

The undersigned ("**Joinder Party**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of January 25, 2026 (the "**Agreement**")[1] by and among Labels Buyer, LLC, the other Company Parties, and the Consenting Stakeholders and agrees to be bound by the terms and conditions of the Agreement as a Consenting Stakeholder, and shall be deemed a "**Consenting Stakeholder**" and a "**Party**" under the terms of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained in the Agreement as of the date of this Joinder and any further date specified in the Agreement.

This Joinder shall be governed by the governing law set forth in the Agreement.

Date Executed:

[JOINDER PARTY]

_____

Name:
Title:

Address:

E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Revolving Facility Claims	
Euro Term Loan Facility Claims	
U.S. Term Loan Facility Claims	
2028 5.875% Secured Notes Claims	
2028 9.500% Secured Notes Claims	
2031 Secured Notes Claims	
2027 Unsecured Notes Claims	
2029 Unsecured Notes Claims	
Equity Interests	

[1] Capitalized terms not used but not otherwise defined in this Joinder shall have the meanings ascribed to such terms in the Agreement.