

## **Notice of written procedure for senior secured floating rate notes issued by Moment Group AB (publ)**

Stockholm, 19 August 2024

**To holders of the up to SEK 200,000,000 senior secured floating rate notes with ISIN SE0010985978 (the "Notes") issued by Moment Group AB (publ) (the "Issuer").**

*Capitalised terms not otherwise defined in this notice shall have the meaning given to them in the terms and conditions relating to the Notes dated 23 March 2018, as amended and restated on 5 June 2020, as further amended and restated on 29 March 2021 and as further amended and restated on 20 December 2023 (the "**Terms and Conditions**").*

**This notice will be sent by Intertrust (Sweden) AB (the "Agent") to direct registered owners and registered authorised nominees (Sw. *förvaltare*) of the Notes recorded as of 16 August 2024 in the debt register (Sw. *skuldbok*) kept by Euroclear Sweden. This voting request has also been published on the websites of the Issuer and the Agent in accordance with the Terms and Conditions. If you are an authorised nominee under the Swedish Financial Instruments Accounts Act or if you otherwise are holding Notes on behalf of someone else on a Securities Account, please forward this notice to the holder you represent as soon as possible. See "Voting rights" in section B. (Decision procedure) for further information.**

At the request of the Issuer, the Agent, acting in its capacity as agent for the Noteholders under the Terms and Conditions, hereby initiates a written procedure (the "**Written Procedure**") whereby the Noteholders can approve or reject the Request described in Section A (*Request*) below.

The Request (as defined in section A (*Request*)) is presented to the Noteholders without evaluation, advice or recommendations from the Agent. The Agent has not reviewed or assessed this Notice to a Written Procedure or the Request (and their effects, should it be adopted) from a legal or commercial perspective of the Noteholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice to a Written Procedure or the Request (and their effects, should it be adopted). The Noteholders must independently evaluate whether the Request and its effects are acceptable or not.

### **All Noteholders are strongly encouraged to review and consider the Request.**

Noteholders participate by completing and sending the voting form, attached hereto as Schedule 1 (the "**Voting Form**"), and, if applicable, the power of attorney/authorisation, attached hereto as Schedule 2 (the "**Power of Attorney**"), if the Notes are held in custody other than by the CSD, to the Agent. Please contact the securities firm you hold your Notes through if you do not know how your Notes are registered or if you need authorisation or other assistance to participate.

The Agent must receive the Voting Form no later than 12.00 (CET) on 12 September 2024 either by mail, courier or email to the Agent using the contact details set out in

below in Section B (*Address for sending replies*). Votes received thereafter may be disregarded.

**To be eligible to participate in the Written Procedure a person must fulfil the formal criteria for being a Noteholder on 19 August 2024 (the "Record Date").** This means that the person must be registered on a Securities Account with the CSD as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Notes.

Please contact the securities firm you hold your Notes through if you do not know how your Notes are registered or if you need authorisation or other assistance to participate.

### **Important Dates**

*Record Date (for voting):* 19 August 2024

*Last time and day to vote:* 12.00 (CET) on 12 September 2024

## A. Request

### **Background**

A notice of written procedure was served to the Noteholders on 16 November 2023 for the purpose of, *inter alios*, amending and restating the Terms and Conditions and the amendment and restatement was made effective on 20 December 2023. In connection therewith, the Noteholders voted in favor of, *inter alios*, the extension of the Maturity Date of the Notes to 28 September 2025. Due to errors in communication, however, the extension was regrettably not registered and the Notes were therefore de-listed from Nasdaq Stockholm on 28 March 2024 in accordance with the previously applicable definition of "Maturity Date" of the Terms and Conditions. Consequently, a Listing Failure Event has occurred.

The Issuer is rigorously working on rectifying this situation and a new prospectus will be filed with the Financial Supervisory Authority (Sw. *Finansinspektionen*) in short order for the purpose of having the Terms and Conditions re-listed with the Financial Supervisory Authority as soon as possible. In the meantime, the Issuer is seeking a waiver from the Noteholders for the occurrence and continuation of the Listing Failure Event, as further set out below. When filing the new prospectus the Financial Supervisory Authority has requested that a minor correction is made to the Terms and Conditions by way of clarification which entails removing any references to the Bonds being "Unsecured".

In addition, the Issuer and the Group is continuously evaluating its options for strengthening its financial position and for maintaining a high level of cashflow which, in the entertainment industry especially, is particularly cumbersome during the summer season due to a decrease in consumer activity. Consequently, the Issuer has been contemplating obtaining a short term bridge financing in the form of a term loan facility for working capital purposes (the "**Term Loan Facility Agreement**"). The loan amount under the Term Loan Facility Agreement is or will be in excess of what is permitted under the definition of "Permitted Financial Indebtedness" of the Terms and Conditions and the guarantees that have been or will be provided thereunder are not permitted under the definition of "Permitted Security" of the Terms and Conditions. Therefore, the Issuer is hereby seeking the Noteholders' consent to incur such Financial Indebtedness and to provide such Security, as further set out below.

### **Request for Waiver of Listing Failure Event**

The Issuer is hereby requesting that the Noteholders waive:

- (i) their right to request a mandatory repurchase of the Notes in accordance with Clause 11.5 (*Mandatory Repurchase Due to a Change of Control Event or Listing Failure Event (Put Option)*) of the Terms and Conditions due to the abovementioned Listing Failure Event; and
- (ii) any other rights they may have under the Terms and Conditions due to the Event of Default which has occurred and is continuing in accordance with Clause 15.2 (*Other Obligations*) together with Clause 15.10 (*Acceleration of the Notes*) of the Terms and Conditions due to the Listing Failure Event,  
together the "**Waiver**".

The Waiver shall be deemed effective from the occurrence of the Event of Default until the re-enlistment of the Notes and the consequent remedy of the Listing Failure Event (the "**Waiver**").

### ***Request for consent to additional Financial Indebtedness***

The Issuer is hereby requesting that the Noteholders consent to the Issuer and the Guarantors (as applicable) incurring, or having incurred, Financial Indebtedness in excess of what is permitted under the definition of "Permitted Financial Indebtedness" of the Terms and Conditions and providing Security not permitted by the definition of "Permitted Security" of the Terms and Conditions pursuant to the Term Loan Facility Agreement, the most material terms of which can be summarized as follows:

Loan amount: Not exceeding SEK 17,500,000

Interest rate: twelve (12%) per cent per annum

Maturity date: 15 December 2024

Repayment: Monthly interest payments

Principal to be repaid by 50% on 15 November 2024 and by 50% on 15 December 2024

Guarantees: The following group companies will provide a guarantee for the loan, to be subordinated to the Senior Debt (as defined in the Intercreditor Agreement) and subject to the terms of the Intercreditor Agreement and the Guarantee Agreement (each as defined in the Terms and Conditions):

- (i) Ballbreaker Kungsholmen AB;
  - (ii) Conciliance AB;
  - (iii) 2Entertain Sverige AB; and
  - (iv) Hansen Event & Conference AB,
- together the "**Guarantors**",

(the "**Consent**").

### **Changes to the Terms and Conditions**

The proposed amendments to the Terms and Conditions are limited to changing the reference to the Bonds being "Unsecured" to "Secured" on the first page of the Terms and Conditions (the "**T&C Amendments**").

The Waiver, Consent and the T&C Amendments are hereinafter referred to as the "**Request**").

### ***Conditions for effectiveness and effective date***

- (i) The Request will come into effect on the date (the "**Effective Date**") that the Agent is satisfied that it has received the following documents or evidence:
  - a. Resolutions by the board of directors of the Issuer and the Guarantors approving the transactions contemplated by the Request.

- b. The Term Loan Facility Agreement duly executed by the parties thereto.
  - c. That the Issuer has paid all costs and fees to the Agent (including fees and costs for its legal counsel).
- (ii) When considering conditions and documentation, the Agent may assume that any documentation and other evidence delivered to it or to be entered into by it in relation to the Written Procedure is accurate, legally valid, correct and complete and the Agent does not have to verify the contents of such documentation or evidence.

***Other conditions and effective date***

The Issuer undertakes to notify the Agent upon the fulfilment or non-fulfilment, as the case may be, of the foregoing conditions. The Issuer reserves the right to recall the Request in its entirety before it has been approved by the Noteholders. Once the Request has been approved, the Issuer may not recall any part of it.

**Authority for the Agent to implement the Request**

For the purpose of carrying out the Request set out in Section A above the Issuer requests that the Noteholders irrevocably authorise and assign to the Agent, or whoever the Agent appoints in its place, to, on the Noteholders behalf, do all such acts and things and to execute such other agreements or documents as may be necessary or desirable to give effect to this Request.

**B. Decision procedure**

The Agent will determine whether replies received are eligible to participate in the Written Procedure, continuously calculate the replies provided in respect of the Request and determine the result of the Written Procedure as soon as possible based thereon.

Once a requisite majority of consents of the Adjusted Nominal Amount for which Noteholders reply in the Written Procedure have been received by the Agent, the relevant decision shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

Information about the decision taken in the Written Procedure will be sent by notice to the Noteholders, published on the websites of the Issuer and the Agent and published by way of press release by the Issuer.

If the Request is approved by the Written Procedure it will be binding on all Noteholders whether they participated in the Written Procedure or voted against the Request or not, in accordance with the Terms and Conditions.

***Voting rights***

Anyone who wishes to participate in the Written Procedure must on 19 August 2024 (the "**Record Date**"):

- (i) be registered on the Securities Account as a direct registered owner (Sw. *direktregistrerad ägare*); or

(ii) be registered on the Securities Account as authorised nominee (*Sw. förvaltare*), with respect to one or several Notes.

If you are not registered as a direct registered owner, but your Notes are held through a registered authorised nominee (*Sw. förvaltare*) or another intermediary, you have two different options to vote for the Notes.

1. You can ask the authorised nominee or other intermediary that holds the Notes on your behalf to vote on your behalf as instructed by you.
2. You can obtain a power of attorney (Schedule 2) or other authorisation from the authorised nominee or other intermediary and send in your own voting form based on the authorisation. If you hold your Notes through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the debt register as noteholder of the Securities Account, or from each intermediary in the chain of noteholders, starting with the intermediary that is registered in the debt register as noteholder of the Securities Account as authorised nominee or direct registered owner.

Whether either of these options are available to you depends on the agreement between you and the authorised nominee or other intermediary that holds the Notes on your behalf (and the agreement between the intermediaries, if there are more than one).

The Agent recommends that you contact the securities firm that holds the Notes on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Notes are registered or need authorisation or other assistance to participate.

Notes owned by the Issuer, any other Group Company or an Affiliate do not entitle the holders to any voting rights and are not included in the Adjusted Nominal Amount.

### **Quorum**

Pursuant to Clause 17(h) (*Decisions by Noteholders*) of the Terms and Conditions, a quorum in respect of the Written Procedure will only exist if Noteholders representing **at least fifty (50) per cent** of the Adjusted Nominal Amount reply to the Request.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the relevant proposal has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. At the option of each Noteholder, a voting form provided at or before 12.00 (CET) on 12 September 2024 in respect of the Written Procedure shall also remain valid for any such second Written Procedure.

### **Majority**

Pursuant to Clause 17(f) (*Decisions by Noteholders*) of the Terms and Conditions, **at least sixty-six and two thirds (66 2/3) per cent.** of the Adjusted Nominal

Amount for which Noteholders reply in a Written Procedure must consent to the Request in order for it to be approved.

***Final date to vote in the Written Procedure***

The Agent must have received the votes by mail, courier or e-mail to the address indicated below no later than by **12.00 (CET) on 12 September 2024**. Votes received thereafter will be disregarded.

***Address for sending replies***

*By regular mail:*

Intertrust (Sweden) AB  
Attn: Wilma Björn, P.O. Box 16285, 103 25 Stockholm

*By courier:*

Intertrust (Sweden) AB  
Attn: Wilma Björn, Sveavägen 9, 10th floor 111 57 Stockholm

*By e-mail:*

trustee@intertrustgroup.com

For further questions please see below:

To the Issuer: Moment Group AB (publ), Martin du Hane, Group CEO  
martin.duhane@momentgroup.com, +46 721 64 85 65

To the Agent: Intertrust (Sweden) AB, Wilma Björn  
trustee@intertrustgroup.com, +46 70 833 52 90

**Stockholm on 19 August 2024**

**Intertrust (Sweden) AB as Agent**



## SCHEDULE 1

### VOTING FORM

**For the Written Procedure initiated on 19 August 2024 for the up to SEK 200,000,000 senior secured floating rate notes with ISIN SE0010985978 (the "Notes") issued by Moment Group AB (publ).**

**The Issuer requests the Noteholders to approve the Request set out in the notice for the Written Procedure.**

**The Agent is hereby empowered to enter into all necessary documentation required to implement the Request, in the event the Request is approved.**

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#### Reply

Name of person/entity voting: \_\_\_\_\_

Nominal Amount voted for: \_\_\_\_\_

The undersigned hereby (put a cross in the appropriate box) votes for alternative:

**A) Approve**       **B) Reject**       **C) Refrain from voting**

with respect to the Request.

The undersigned hereby confirms (put a cross in the appropriate box) that this voting form shall constitute a vote also for a second Written Procedure (if any) pursuant to clause 17 (i) (*Decisions by the Noteholders*) of the Terms and Conditions with respect to the Request:

**Confirmed**       **Not confirmed**

Signature

\_\_\_\_\_  
Name in print:

Contact information

Email:

Tel:

**NOTE: Please attach a power of attorney/authorisation if the person/entity voting is not registered on the Securities Account as a direct registered owner or authorised nominee. The voting form shall be signed by an authorised signatory. A certified copy of a registration certificate or a corresponding authorisation document for the legal**



**entity shall be appended to the voting form for any legal entity voting. The registration certificate, where applicable, may not be older than one year.**

## SCHEDULE 2

### POWER OF ATTORNEY/AUTHORISATION

**Written Procedure initiated on 19 August 2024 for the up to SEK 200,000,000 senior secured floating rate notes with ISIN SE0010985978 (the "Notes") issued by Moment Group AB (publ).**

Authorised Person<sup>2</sup>: \_\_\_\_\_

Nominal Amount<sup>3</sup>: \_\_\_\_\_

Grantor of authority<sup>4</sup>: \_\_\_\_\_

We hereby confirm that the Authorised Person specified above has the right to vote for the Nominal Amount set out above.

We represent an aggregate Nominal Amount of<sup>5</sup>: \_\_\_\_\_

We are (put a cross in the appropriate box):

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Registered as authorised nominee on a Securities Account         |
| <input type="checkbox"/> | Registered as direct registered owner on a Securities Account    |
| <input type="checkbox"/> | Other intermediary and hold the Notes through <sup>6</sup> _____ |

Date:

Signature

\_\_\_\_\_

<sup>2</sup> Insert the name of the person/entity that should be authorised to vote.

<sup>3</sup> Insert the aggregate nominal amount the Authorised Person should be able to vote for.

<sup>4</sup> Insert the name of entity/person confirming the authority.

<sup>5</sup> The total Nominal Amount the undersigned represents

<sup>6</sup> Mark this option if the undersigned is not registered as authorised nominee or direct registered owner in the Securities Account kept by Euroclear. Please insert the name of the firm the undersigned holds the Bonds through.