

NOTICE OF CONDITIONAL PARTIAL REDEMPTION

Asmodee Group AB
(the “Issuer”)

€600,000,000 5.750% Senior Secured Notes due 2029 (the “Notes”)

ISIN: XS2954187378 (Regulation S) and XS2954188004 (Rule 144A)
Common Code: 295418737 (Regulation S) and 295418800 (Rule 144A)

Notice is hereby given pursuant to Sections 3.03, 3.07(b) and 14.01 of the Indenture, dated as of December 12, 2024 (the “**Indenture**”), by and among, *inter alios*, the Issuer, Deutsche Trustee Company Limited, as trustee (the “**Trustee**”), Deutsche Bank AG, London Branch, as paying agent (the “**Paying Agent**”) and Deutsche Bank Luxembourg S.A., as registrar (the “**Registrar**”), that, subsequent to the occurrence of the Embracer Equity Injection, the Issuer has elected to redeem €280,000,000.00 in aggregate principal amount of the Notes outstanding on the Redemption Date pursuant to Section 3.07(b) of the Indenture. All capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Indenture.

The terms and conditions of the redemption are as follows:

1. Subject to the satisfaction or waiver of the Financing Condition (as defined below), the redemption date for the Notes will be February 13, 2025 (the “**Redemption Date**”). The record date, on which any Holder of Notes must hold any Notes to be entitled to the Redemption Price, will be the Business Day immediately prior to the Redemption Date (the “**Record Date**”).
2. Pursuant to Section 3.07(b) of the Indenture, the redemption price of the Notes is 102% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest from December 12, 2024 (the Issue Date), to, but not including, the Redemption Date and Additional Amounts, if any (the “**Redemption Price**”). Based on the assumed Redemption Date, the Redemption Price will be €288,328,055.56. Upon completion of the partial redemption of the Notes, the outstanding aggregate principal amount of the Notes will be €320,000,000.00.
3. In order for Holders of Notes to collect the Redemption Price, the Notes called for redemption must be surrendered to Deutsche Bank AG, London Branch as Paying Agent, at 21 Moorfields, London EC2Y 9DB, United Kingdom, Email: DAS-EMEA@list.db.com, Attention: Debt & Agency Services.
4. Unless the Issuer defaults in making such redemption payment, interest on the Notes called for redemption shall cease to accrue on and after the Redemption Date.
5. The Notes called for redemption will be redeemed in accordance with Section 3.07(b) of the Indenture.
6. The ISIN and Common Code numbers in relation to the Notes being redeemed are as set forth above. No representation is made as to the correctness or accuracy of such numbers listed in this Notice of Conditional Partial Redemption or printed on the Notes. Reliance may be placed only on the other identification numbers printed on the Notes.

7. The Issuer's obligation to redeem any of the Notes on the Redemption Date is conditioned upon receipt by the Paying Agent of aggregate proceeds in a sufficient quantity to pay the Redemption Price for such Notes in full on the Redemption Date (the "**Financing Condition**"). Accordingly, none of the Notes shall be deemed due and payable on the Redemption Date unless and until the Financing Condition is satisfied or waived by the Issuer. The Issuer will inform the Trustee, the Paying Agent and Holders of Notes one Business Day prior to the Redemption Date as to whether the Financing Condition has been satisfied or waived. In the Issuer's discretion, the Redemption Date may be delayed until such time as the Financing Condition shall be satisfied, or the redemption may not occur and notice thereof may be rescinded in the event that the Financing Condition shall not have been satisfied by the Redemption Date, or by the Redemption Date so delayed; *provided, however*, that in no case shall the notice have been delivered less than 10 days or more than 60 days prior to the date on which the redemption (if any) occurs. If the Financing Condition is not satisfied or waived, any Notes previously surrendered to the Paying Agent shall be returned to the Holders thereof.

Terms used but not defined herein have the meanings ascribed to them in the Indenture.

Any questions regarding this Notice of Conditional Partial Redemption should be directed to the Issuer at:

Asmodee Group AB
18 rue Jacqueline Auriol
78280 Guyancourt
France

Issued by: **Asmodee Group AB**
Dated: **February 3, 2025**