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Stockholm, 6 December 2022

To the holders in:

ISIN: NO0010856966 – LifeFit Group MidCo GmbH Maximum EUR 120,000,000 Senior Secured Callable Floating Rate Bonds 2019/2023

NOTICE OF WRITTEN PROCEDURE – REQUEST FOR AMENDMENTS AND WAIVER OF THE TERMS AND CONDITIONS

This notice has been sent via VPS (Norway) to persons registered in the Securities Account with VPS (Norway) as holders of Bonds. If you are a custodian or otherwise are holding Bonds on behalf of someone else, please forward this notice to the holder you represent at your earliest convenience.

Key information

Record Date for being eligible to vote:	12 December 2022
Deadline for voting:	As soon as possible, but in no event later than 15:00 (CET) 23 December 2022
Quorum requirement:	At least twenty (20.00) per cent. of the Adjusted Nominal Amount
Majority requirement:	At least two thirds (2/3) of the Adjusted Nominal Amount for which Holders reply in the Written Procedure

Nordic Trustee & Agency AB (publ) acts as agent (the “**Trustee**”) for the holders of the bonds (the “**Holders**”) in the abovementioned bonds issued with ISIN NO0010856966 with an aggregate amount outstanding of EUR 40,000,000 (the “**Bonds**”) by LifeFit Group MidCo GmbH (the “**Issuer**”) and together with its subsidiaries, the “**Group**”). In its capacity as Trustee, and as requested by the Issuer, the Trustee hereby initiates a procedure in writing (the “**Written Procedure**”) in accordance with the Terms and Conditions (as defined below), whereby Holders can vote for or against the Issuer’s request.

All capitalised terms used herein and not otherwise defined in this notice (the “**Notice**”) shall have the meaning assigned to them in the terms and conditions of the Bonds (the “**Terms and Conditions**”).

The Request (as defined below) is presented to the Holders, without any evaluation, advice or recommendations from the Trustee whatsoever. The Trustee has not reviewed or assessed this Notice or the Request (and their effects, should they be adopted) from a legal or commercial perspective of the Holders and the Trustee expressly disclaims any liability whatsoever related to the content of this Notice and the Request (and their effects, should they be adopted). The Holders are recommended to seek legal advice in order to independently evaluate whether the Request (and its effects) is acceptable or not.

Holders participate by completing and sending to the Trustee the voting form, attached hereto as Schedule 1 (the “**Voting Form**”), and, if applicable, the relevant evidence of ownership, authorisation or other sufficient evidence of entitlement to vote. Please contact the securities firm you hold your Bonds through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate in the Written Procedure. The Holders are kindly requested to send their Voting Forms by email to the Trustee as soon as possible upon receipt of this Notice after the occurrence of the Record Date (as defined below).

The Trustee must receive the Voting Form no later than 15:00 (CET) on 23 December 2022 either by mail, courier or e-mail to the Trustee using the contact details set out in Section 6.6 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Holder on 12 December 2022 (the “**Record Date**”) as further set out in Section 6.3 (*Voting rights and authorisation*) below.

1. Background

The Group has faced highly challenging operating conditions since the onset of the Covid-19 pandemic in March 2020. Germany was among the countries in Europe enacting the most stringent restrictions in response to the pandemic, with multiple rounds of country-wide lockdowns which also mandated the closure of gyms. Since March 2020, the Group’s gym facilities have been closed for an average of 10 months, and during open periods have had to operate under strict restrictions.

Whilst the Group has implemented a broad set of measures to mitigate the impact of the pandemic it has nevertheless faced a substantial loss of members, which in turn has driven a reduction in revenue and earnings. Whilst a large portion of the revenue shortfall has been compensated by government support packages and more than EUR 10 million of sustainable cost base reductions, revenues and earnings are not expected to return to pre-pandemic levels until late 2023, after the current maturity of the Bonds. To provide sufficient time for earnings to recover in order to facilitate an orderly sale or refinancing, the Issuer seeks to extend the tenor of the Bonds by 18 months, until 26 January 2025.

Moreover, the challenges presented by the Covid-19 pandemic have hit many operators harder than LifeFit, which has created an opportunity for the Group to strengthen its presence in the Full Service Best Price (FSBP) segment at attractive valuations. In April 2022, the Issuer acquired one German gym operator (In Shape GmbH), and it is now seeking to acquire a second operator (LOFT Holding GmbH) (“**FitnessLOFT**”) (the “**FitnessLOFT Acquisition**”).

Provided that the Request (as defined below) is approved by the Holders, the Issuer intends to issue Subsequent Bonds in an amount of EUR 15 million (the “**Contemplated Subsequent Bonds**” or the “**Contemplated Subsequent Bond Issue**”) to, alongside an equity contribution from the Issuer’s majority shareholder, OCM Luxembourg EPF III SARL, finance the FitnessLOFT Acquisition. The equity contribution will amount to EUR 12 million, of which EUR 2 million was contributed to the Issuer in October 2022 and the remainder will be contributed as soon as practically possible and no later than four weeks after the approval of the Request.

The main terms of the Contemplated Subsequent Bond Issue, with which the Issuer undertakes to comply, and which shall be approved by the Holders in the Written Procedure, are set out in the term sheet attached hereto as Schedule 2. As set out therein, the net proceeds of the Contemplated Subsequent Bond Issue will be deposited on a designated bank account held by the Issuer and which shall be pledged in favour of the Trustee and the New Holders (meaning the holders of the Contemplated Subsequent Bonds and not all Holders) (represented by the Trustee). The net proceeds from the Contemplated Subsequent Bond Issue will be disbursed

upon closing of the FitnessLOFT Acquisition subject to satisfaction of certain conditions precedent for disbursement. However, if such conditions precedent for disbursement have not been fulfilled within 60 calendar days from the issue date of the Contemplated Subsequent Bond Issue, the funds standing to the credit of the escrow account shall instead be applied towards a mandatory repurchase of all Contemplated Subsequent Bonds. For further details regarding the terms of the Contemplated Subsequent Bond Issue (including the relevant conditions precedent for disbursement and the mandatory repurchase), please refer to Schedule 2.

The Incurrence Test will not be met at the time of the issuance of the Contemplated Subsequent Bond Issue, and therefore the Request also includes a waiver from the Holders of the provisions in the Terms and Conditions requiring the Incurrence Test to be met in connection with the Contemplated Subsequent Bond Issue as well as in connection with the incurrence of certain subordinated vendor loans which shall be granted to the sellers under the FitnessLOFT Acquisition.

To accommodate the FitnessLOFT Acquisition and reflect the financing needs of a larger group, the Issuer also requests to amend the size of certain Permitted Debt baskets. The Issuer is of the opinion that the FitnessLOFT Acquisition will create a stronger and more resilient Group, which is in the interest of all lenders. Moreover, the proposed amendments to the Terms and Conditions will enable the Group's financial performance to return to and surpass historical levels prior to maturity of the Bonds, thus creating the best possible backdrop for a successful exit or refinancing of the Group.

For further information and details regarding the FitnessLOFT Acquisition, please see the investor presentation available on the Issuer's website.

The proposed amendments to the Terms and Conditions, as further set out in Section 2 (*Proposed amendments to the Terms and Conditions*) below, include:

- (a) an extension of the term of the Bonds;
- (b) an amendment of the redemption price payable at final maturity of the Bonds (to be floored at 101.25 per cent. of the Outstanding Nominal Amount);
- (c) amendments to the voluntary call option structure;
- (d) a decrease of the maximum aggregate amount of the Bonds;
- (e) an increase of the interest rate on the Bonds through addition of PIK interest;
- (f) an addition of a maintenance covenant;
- (g) amendments to certain financial baskets for Permitted Debt; and
- (h) obligations with respect to vendor loans and earn-outs.

2. Proposed amendments to the Terms and Conditions

The proposed amendments to the Terms and Conditions are described in the following, where blue and underlined text indicates additions (i.e., additions) whereas red and crossed-out text indicates removals (i.e., ~~removals~~). Please note that consequential adjustments because of the proposed amendments have been left out if not deemed material for the Holders.

Extension of the term of the Bonds and amendment of the redemption price at maturity

The Issuer proposes to amend the definition of Final Redemption Date as follows:

“**Extended Final Redemption Date**” means ~~26 July 2023~~ 26 January 2025.

The Issuer proposes to include a new definition of Original Final Redemption Date as follows:

“**Original Final Redemption Date**” means 26 July 2023.

The Issuer proposes to amend Clause 12.1 (*Redemption at maturity*) as follows:

12.1 **Redemption at maturity**

The Issuer shall redeem all, but not only some, of the Bonds in full on the Extended Final Redemption Date (or, to the extent such day is not a CSD Business Day and if permitted under the CSD’s applicable regulations, on the Business Day following from an application of the Business Day Convention, and otherwise on the first following CSD Business Day) with an amount per Bond equal to 101.25 per cent. of the Outstanding Nominal Amount together with accrued but unpaid Interest.

Amendment of the call structure

The Issuer proposes to amend paragraph (a) of Clause 12.4 (*Early voluntary redemption by the Issuer (call option)*) as follows:

(a) The Issuer may redeem all, but not only some, of the Bonds in full on any Business Day falling after the First Issue Date but before the Extended Final Redemption Date, at the Call Option Amount (as applicable) together with accrued but unpaid Interest.

The Issuer proposes to amend the definition of Call Option Amount as follows:

“**Call Option Amount**” means:

- (a) the Make Whole Amount if the call option is exercised after the First Issue Date up to (but not including) the First Call Date;
- (b) ~~103.750~~ 102.00 per cent. of the Outstanding Nominal Amount if the call option is exercised on or after the First Call Date up to (but not including) ~~the date falling thirty (30) months after the First Issue Date~~ 26 July 2024; and
- (c) ~~102.625~~ 101.25 per cent. of the Outstanding Nominal Amount if the call option is exercised on or after ~~the date falling thirty (30) months after the First Issue Date~~ 26 July 2024 up to (but not and including) the Extended Final Redemption Date. ~~date falling thirty six (36) months after the First Issue Date~~;
- ~~(d) 101.50 per cent. of the Outstanding Nominal Amount if the call option is exercised on or after the date falling thirty six (36) months after the First Issue Date up to (but not including) the date falling forty two (42) months after the First Issue Date;~~
- ~~(e) 100.375 per cent. of the Outstanding Nominal Amount if the call option is exercised on the date falling forty two (42) months after the First Issue Date up to (but not including) the date falling forty five (45) months after the First Issue Date; and~~
- ~~(f) 100.00 per cent. of the Outstanding Nominal Amount if the call option is exercised on the date falling forty five (45) months after the First Issue Date up to (but not including) the Final Redemption Date.~~

The Issuer proposes to amend the definition of First Call Date as follows:

“**First Call Date**” means ~~the date falling twenty four (24) months after the First Issue Date~~ the Original Final Redemption Date.

Amendment of the maximum Nominal Amount

The Issuer proposes to amend Clause 2.1 as follows:

2.1 The aggregate amount of the bond loan will be an amount of up to EUR ~~120,000,000~~ 70,000,000 plus the aggregate amount of PIK Interest that may be issued in

[the form of Subsequent Bonds pursuant to Clause 11 \(Interest\)](#), which will be represented by Bonds, each of a nominal amount of EUR 1,000 or full multiples thereof [subject to any split of the Bonds to a lower nominal amount pursuant to paragraph \(k\) of Clause 21.2 \(Duties of the Trustee\)](#) (the “**Nominal Amount**”). The total nominal amount of the Initial Bond Issue is EUR 40,000,000 (the “**Initial Bond Issue**”). All Initial Bonds are issued on a fully paid basis at an issue price of one hundred (100.00) per cent. of the Nominal Amount.

Amendment of the interest on the Bonds (PIK interest)

The Issuer proposes to amend the definition of Interest Rate as follows:

“**Interest Rate**” means:

[\(a\) EURIBOR \(3 months\) plus the Floating Rate Margin, payable in cash quarterly in arrears \(“Cash Interest”\); and](#)

[\(b\) a fixed rate of 2.00 per cent. per annum, payable in kind quarterly in arrears \(“PIK Interest”\).](#)

The Issuer proposes to amend Clause 11 (*Interest*) as follows:

11.1 The Bonds will bear Interest at the Interest Rate applied to the Outstanding Nominal Amount from (and including) the First Issue Date up to (but excluding) the relevant Redemption Date. Any Subsequent Bond will, however, carry Interest at the Interest Rate from (and including) the Interest Payment Date falling immediately prior to their issuance up to (but excluding) the relevant Redemption Date.

11.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made quarterly in arrears to the Holders on each Interest Payment Date [\(subject to Clause 11.4\)](#) for the preceding Interest Period.

11.3 [Cash Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 \(actual/360-days basis\). PIK Interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each and, in case of an incomplete month, the actual number of days elapsed \(30/360-days basis\).](#)

[11.4 The Issuer shall pay any accrued PIK Interest on the Bonds entirely in kind by issuing Subsequent Bonds on \(or as soon as technically possible after\) the applicable Interest Payment Date for the preceding Interest Period \(save for the final Interest Payment Date falling on the Extended Final Redemption Date at which the Issuer shall pay any accrued PIK Interest on the Bonds entirely in cash on the Extended Final Redemption Date\).](#)

[11.5 Any Subsequent Bonds issued in payment of PIK Interest shall be distributed pro rata to all Holders, whereby the amount of Subsequent Bonds issued to a Holder holding Bonds shall be calculated as the product of \(x\) the aggregate amount of accrued PIK Interest on the Bonds for the preceding Interest Period ending on the relevant Interest Payment Date and \(y\) a fraction, the numerator of which is the aggregate amount of Bonds held by that Holder and the denominator of which is the aggregate amount of the Bonds, provided that the total amount of Subsequent Bonds issued to a Holder shall be rounded to the nearest full multiple of the applicable whole Nominal Amount.](#)

[11.6 Any Subsequent Bonds issued in payment of PIK Interest shall have the same terms and conditions and the Bonds and will be treated as a single class for all purposes of the Terms and Conditions.](#)

~~11.4~~ [11.7](#) If the Issuer fails to pay any amount payable by it under these Terms and Conditions on its due date, default interest shall accrue on the overdue amount from (and including) the due date up to (but excluding) the date of actual payment at a rate which is two hundred (200) basis points higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Trustee or the CSD, in which case the Interest Rate shall apply instead.

In addition, certain consequential technical amendments will be made to the Terms and Conditions to reflect the duality of having both floating Cash Interest and fixed PIK Interest.

The Issuer proposes to amend paragraph (k) of Clause 21.2 (*Duties of the Trustee*) as follows:

(k) The Trustee may instruct the CSD to split the Bonds to a lower nominal amount in order to facilitate partial redemptions, restructuring of the Bonds or other situations and the Trustee shall, if requested by the Issuer, instruct the CSD to split the Bonds to a lower nominal amount of EUR 1.00 in order to facilitate payment of PIK Interest by issuing Subsequent Bonds pursuant to Clause 11 (*Interest*).

Amendment of the financial covenants (maintenance test subject to equity cure)

The Issuer proposes to amend Clause 13 (*Incurrence Test*) as follows:

13 ~~INCURRENCE TEST~~ FINANCIAL COVENANTS

[...]

13.4 Application of the Maintenance Test

The Maintenance Test shall be tested quarterly on 31 January, 30 April, 31 July, and 31 October each year (each a “Reference Date”) from and including 31 January 2024, for as long as any Bond is outstanding, and be calculated in accordance with the applicable Accounting Principles on the basis of the interim Financial Report for the period covered by the relevant Reference Date (in each case adjusted *mutatis mutandis* in accordance with paragraphs (c)(i) and (c)(ii) of Clause 13.3 (*Calculation of the Incurrence Test*)). The Maintenance Test shall be reported in the Compliance Certificate delivered in connection with such Financial Report.

13.5 Maintenance Test

The Maintenance Test is met if the Leverage Ratio is less than 6.00:1.

13.6 Equity Cure

(a) If there is a breach of the Maintenance Test, no Event of Default will occur if, within thirty (30) Business Days of the earlier of:

(i) the delivery of the relevant Compliance Certificate evidencing that breach, and

(ii) the date when such Compliance Certificate should have been delivered in accordance with the Terms and Conditions,

the Issuer has received an equity injection in cash in the form of share capital, an unconditional shareholder contribution or Shareholder Debt in an amount sufficient to ensure compliance with the Maintenance Test as at the relevant Reference Date (the “Cure Amount”) (an “Equity Cure”).

(b) For the purpose of the calculation of the ratio of Net Interest Bearing Debt to EBITDA, Net Interest Bearing Debt shall be deemed reduced on the relevant Reference Date with an amount equal to the Cure Amount. For the avoidance of doubt, there shall be no EBITDA cure.

(c) Any Equity Cure must be made in cash and no more than two (2) Equity Cures may be made over the lifetime of the Bonds. Equity Cures may not be made in respect of any consecutive Reference Dates. Any Equity Cure made in respect of any Reference Date shall be included until such time as that Reference Date falls outside the Reference Period.

Amendment of certain financial baskets for Permitted Debt

The Issuer proposes to amend the definition of Permitted Debt as follows:

“**Permitted Debt**” means any Financial Indebtedness:

(a) incurred under the Bonds (except for any Subsequent Bonds);

(b) incurred by the Issuer under any Super Senior RCF;

(c) incurred pursuant to any Finance Leases entered into in the ordinary course of the Group's business and relating to equipment, in a maximum aggregate amount not at any time exceeding EUR ~~15,000,000~~20,000,000;

(d) under any guarantee issued by a Group Company or pursuant to a counter-indemnity provided to a bank or other third-party provider of a guarantee;

(e) arising under a foreign exchange transaction or a commodity transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates or prices where the exposure arises in the ordinary course of business or in respect of payments to be made under the Terms and Conditions and/or the Super Senior RCF, but not any transaction for investment or speculative purposes;

(f) arising under any interest rate hedging transactions in respect of payments to be made under the Terms and Conditions and/or the Super Senior RCF, but not any transaction for investment or speculative purposes;

(g) incurred under Advance Purchase Agreements;

(h) incurred under any Shareholder Debt, provided that Transaction Security has been granted in respect of such Shareholder Debt in accordance with paragraph (c)(iv) of Clause 6.1 (*Transaction Security*);

(i) incurred by the Issuer if such Financial Indebtedness:

(i) is incurred as a result of a Subsequent Bond Issue and meets the Incurrence Test on a *pro forma* basis; or

(ii)

(A) ranks *pari passu* or is subordinated to the obligations of the Issuer under the Finance Documents; and

(B) meets the Incurrence Test on a *pro forma* basis; and

(C) has a final maturity date or a final redemption date and, if applicable, early redemption dates or instalment dates, which in each case occur after the Extended Final Redemption Date;

(j) taken up from a Group Company;

(k) incurred in connection with the redemption of the Bonds in order to fully refinance the Bonds and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Bonds (taking into account the rules and regulations of the CSD), for the purpose of securing, inter alia, the redemption of the Bonds;

(l) incurred under or pursuant to any earn-out obligation relating to any acquisition (including the Elbgym acquisition) in an aggregate amount not exceeding EUR ~~4,000,000~~25,600,000 (or its equivalent in any other currency or currencies) at any time; and

(m) any other Financial Indebtedness incurred by Group Companies not in aggregate exceeding EUR ~~2,000,000~~4,000,000 (or its equivalent in any other currency or currencies).

Obligations with respect to vendor loans and earn-outs

The Issuer proposes to include a new definition of FitnessLOFT as follows:

“FitnessLOFT” means LOFT Holding GmbH, HRB 205400.

The Issuer proposes to include a new definition of FitnessLOFT Acquisition as follows:

“FitnessLOFT Acquisition” means the Issuer’s acquisition of FitnessLOFT.

The Issuer proposes to include a new definition of FitnessLOFT Acquisition Debt as follows:

“FitnessLOFT Acquisition Debt” means any vendor loan incurred by the Issuer or earn-out payment payable by the Issuer to the sellers under the sale and purchase agreements, as amended by any supplemental agreements, in relation to the FitnessLOFT Acquisition.

The Issuer proposes to include a new definition of In Shape as follows:

“In Shape” means In Shape GmbH, HRB 533612, In Shape Göppingen GmbH, HRB 534049, In Shape Göppingen 2 GmbH, HRB 732078, In Shape Sports Club GmbH, HRB 722445, In Shape Süßen GmbH, HRB 729574, In Shape Bad Boll GmbH, HRB 733074, In Shape Ostalb GmbH, HRB 738549 and In Shape Esslingen GmbH, HRB 728335.

The Issuer proposes to include a new definition of In Shape Acquisition as follows:

“In Shape Acquisition” means the relevant Group Company’s acquisition of In Shape.

The Issuer proposes to include a new definition of In Shape Acquisition Debt as follows:

“In Shape Acquisition Debt” means any earn-out payment payable by a Group Company to the seller under the sale and purchase agreements, as amended by any supplemental agreements, in relation to the In Shape Acquisition.

The Issuer proposes to include a new definition of Acquisition Debts as follows:

“Acquisition Debts” means the FitnessLOFT Acquisition Debt and the In Shape Acquisition Debt.

The Issuer proposes to include a new definition of Acquisition Debts Subordination Agreements as follows:

“Acquisition Debts Subordination Agreements” means the subordination agreements entered into between, *inter alia*, each seller of FitnessLOFT and In Shape (as applicable), the Security Agent, the Issuer and Shape InterCo GmbH (as applicable) pursuant to which the Acquisition Debts have been subordinated to the Issuer obligations under the Finance Documents.

The Issuer proposes to amend Clause 20 (*Amendments and waivers*) as follows:

[...]

20.5 Any amendment of (i) the terms of the Acquisition Debts (among other things, with reference to the relevant amounts, deadlines, etc.) having an adverse effect on the provisions of the Acquisition Debts Subordination Agreements, or (ii) the terms of the Acquisition Debts Subordination Agreements, shall be subject to the Security Agent’s consent. Such consent, and any other consent of the Security Agent under the Acquisition Debts Subordination Agreements requiring the Security Agent to act in accordance with the instructions of the majority of the senior creditors, shall require instructions from the Holders’ pursuant to Clause 17 (*Decisions by Holders*) or an instruction in writing from a Holder (or Holders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a Person who is a Holder on the second Business Day following the day on which the instruction is received by the Trustee and shall, if made by several Holders, be made by them jointly).

The Issuer proposes to amend Clause 14 (*Special undertakings*) as follows:

[...]

14.21 Payment of FitnessLOFT Acquisition Debt

The Issuer shall not make, and shall procure that no other Group Company makes, payment of FitnessLOFT Acquisition Debt in the form of earn-out payment in respect of earn-out period

[II \(as set out in the terms for the FitnessLOFT Acquisition Debt\), unless an unqualified audit opinion of the Group's consolidated financial statements for the financial year ending 31 October 2024 has been issued by the Issuer's auditor evidencing there is going concern \(Fortführungsprognose\) taking into account such payment and the payment of all present and future obligations and liabilities of the Issuer under the Finance Documents.](#)

3. Request

The Holders are hereby requested to approve the requests in paragraphs (A) to (C) below (the “Request”):

- (A) The Holders are asked to confirm that the Holders agree to the proposed amendments to the Terms and Conditions as set out in Section 2 (*Proposed amendments to the Terms and Conditions*) above.
- (B) The Holders are asked to confirm that the Holders agree to main terms of the Contemplated Subsequent Bond Issue as set out in Schedule 2, including but not limited to (i) the establishment of the Escrow Account in favour of the New Holders (whereby the existing Holders would not be entitled to such security in the event of an Event of Default under the Terms and Conditions), (ii) the Issuer's obligation to repurchase, and the New Holders' obligation to sell, all Contemplated Subsequent Bonds if certain conditions precedent for disbursement are not fulfilled on or prior to the Long Stop Date, and (iii) the Issuer's following obligation to cancel all so repurchased Contemplated Subsequent Bonds (each term above as defined in Schedule 2), and the Holders' approval of the Request shall for the avoidance of doubt constitute a required waiver from any provision in the Terms and Conditions to the contrary.
- (C) The Holders' approval of the Request shall constitute a required waiver from the Holders of the provisions in the Terms and Conditions requiring the Incurrence Test to be met in connection with the Contemplated Subsequent Bond Issue as well as in connection with the incurrence of certain subordinated vendor loans which shall be granted to the sellers under the FitnessLOFT Acquisition.

Paragraph (A) of the Request is conditional upon the occurrence of the actions described in paragraphs (a) to (h) of section “*Conditions Precedent for Disbursement*” in Schedule 2 (the “**Conditions**”), whereas paragraphs (B) and (C) of the Request are not subject to the Conditions.

For the avoidance of doubt, paragraphs (B) and (C) of the Request shall only apply to the Contemplated Subsequent Bond Issue and not to any other potential future issues of Subsequent Bonds, and the validity of the waivers in paragraphs (B) and (C) of the Request are subject to compliance by the Issuer with the main terms of the Contemplated Subsequent Bond Issue as set out in Schedule 2.

The Issuer has informed the Agent that, at the date of this Notice, Holders and beneficial owners of Bonds representing an aggregate nominal amount of approximately 77 per cent. of the Adjusted Nominal Amount have undertaken to vote in favour of the Request.

4. Consent fee

If paragraph (A) of the Request has come into effect as set forth in Section 5 (*Effective date*), a consent fee amounting to 1.00 per cent. of the Outstanding Nominal Amount at the Record Date of such payment (the “**Consent Fee**”) will be paid to the Holders (regardless of whether such Holder has participated in the Written Procedure or voted for or against the Request). The Consent Fee shall be paid to the Holders on a *pro rata* basis and must be paid within twenty (20) Business Days after the effective date of paragraph (A) of the Request. The payment shall be made through the Paying Agent or the CSD to such person who is registered as a Holder,

and the relevant Record Date and payment date for such payment shall be announced by the Issuer in a press release.

The Trustee does not administer the Consent Fee and is not involved in or in any way responsible for the Consent Fee.

In addition to the Consent Fee, provided that the Request is approved and the Conditions are fulfilled, the Holders will, by virtue of the amendments as set out in Section 2 (*Proposed amendments to the Terms and Conditions*) above, be entitled to an “extension fee” in the form of an increased amount payable by the Issuer at redemption of the Bonds on or after the Original Final Redemption Date up to and including the Extended Final Redemption Date as well as PIK interest on the Bonds at a fixed rate of 2.00 per cent. *per annum* payable in kind by issuance of Subsequent Bonds, as further set out in Section 2 (*Proposed amendments to the Terms and Conditions*) above.

5. Effective date

The Request shall be deemed approved immediately upon expiry of the voting period and receipt of the required majority as set forth in Section 6.5 (*Majority*) below or if earlier, when a requisite majority of consents of the Adjusted Nominal Amount have been received by the Trustee.

Paragraphs (B) and (C) of the Request will come into effect immediately upon approval of the Request.

Paragraph (A) of the Request will come into effect upon fulfilment of the Conditions set out in Section 3 (*Request*) above.

Upon the fulfilment of the Conditions set out in Section 3 (*Request*) above, the Issuer and the Trustee shall, in order to implement and effectuate Paragraph (A) of the Request, enter into amended and restated Terms and Conditions. In addition, the Issuer and the Trustee may agree to take any other action deemed required in order to implement the Request.

Notwithstanding any part or parts of the Request having been approved by the Holders or having become effective in accordance with this Section 5, the Written Procedure shall be rescinded and any Request approved shall be withdrawn if the Conditions have not been fulfilled within sixty (60) calendar days from the date of the the Holders’ approval of the Request. Should this occur, the Issuer shall repurchase the Contemplated Subsequent Bonds in accordance with the terms and conditions set out in Schedule 2, which shall remain effective.

6. Written Procedure

The following instructions need to be adhered to in the Written Procedure.

6.1 Final date to participate in the Written Procedure

The Trustee must have received the votes by mail, courier or e-mail to the address indicated below no later than 15:00 (CET) on 23 December 2022. Votes received thereafter may be disregarded.

6.2 Decision procedure

The Trustee will determine if replies received are eligible to participate in the Written Procedure as valid votes.

When a requisite majority of consents of the total Adjusted Nominal Amount have been received by the Trustee, the Request 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(s) taken in the Written Procedure will: (i) be sent by notice to the Holders and (ii) be published on the website of the Issuer and the Trustee.

A matter decided in the Written Procedure will be binding for all Holders, irrespective of them responding in the Written Procedure.

6.3 Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must on the Record Date (12 December 2022) in the debt register:

- (a) be registered as a direct registered owner of a Securities Account;
- (b) be registered as authorised nominee in a Securities Account, with respect to one or several Bonds; or
- (c) be a beneficial owner of a Bond with proof of ownership of the Bonds acceptable to the Trustee.

Please use the Voting Form (*Schedule 1*) to vote. The Holders must provide a complete printout from Verdipapirscentralen ASA (“VPS”) evidencing their holding of Bonds, or, if their Bonds are held in custody other than in the VPS, evidence from their custodian confirming that (i) they are the owner of the relevant Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.

6.4 Quorum

To approve the Request, Holders representing at least twenty (20.00) per cent. of the Adjusted Nominal Amount must reply to the Request in the Written Procedure in order to form a quorum.

If a quorum does not exist, the Trustee shall initiate a second Written Procedure, provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure.

6.5 Majority

At least two thirds (2/3) per cent. of the Adjusted Nominal Amount for which Holders reply in the Written Procedure must consent to the Request in order for it to pass.

6.6 Address for sending replies

Return the Voting Form (*Schedule 1*) and, if applicable, sufficient evidence of entitlement to vote if the Bonds are held in custody other than VPS, by regular mail, scanned copy by e-mail, or by courier to:

By regular mail:

Nordic Trustee & Agency AB (publ)
Attn: Written Procedure LifeFit Group MidCo GmbH

P.O. Box 7329
SE-103 90 Stockholm

By courier:

Nordic Trustee & Agency AB (publ)
Attn: Written Procedure LifeFit Group MidCo GmbH
Norrländsgatan 23
SE-111 43 Stockholm

By e-mail:

voting.sweden@nordictrustee.com

7. FURTHER INFORMATION

For further questions to the Issuer regarding the Request, please contact the Issuer at wolfgang.cyriax@lifefit-group.com.

For further questions to the Issuer's financial advisor regarding the Request or the Written Procedure, please contact Pareto Securities at gero.wendenburg@paretosec.com or oliver.humlen@paretosec.com.

For further questions to the Trustee regarding the administration of the Written Procedure, please contact the Trustee at voting.sweden@nordictrustee.com or +46 8 783 79 00.

Stockholm, 6 December 2022

NORDIC TRUSTEE & AGENCY AB (PUBL)
As Trustee

Enclosed:

Schedule 1	Voting Form
Schedule 2	Term Sheet

VOTING FORM

Schedule 1

For the Written Procedure in LifeFit Group MidCo GmbH EUR 120,000,000 Senior Secured Callable Floating Rate Bonds 2019/2023.

The undersigned Holder or authorised person/entity (the “**Voting Person**”), votes either **For** or **Against** the Request by marking the applicable box below. If a quorum does not exist in the Written Procedure, the Trustee shall initiate a second Written Procedure provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. The Voting Person hereby confirms that this voting form shall constitute a vote also for a second Written Procedure (if any) with respect to the Request:

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 6 December 2022.

For the Request

Against the Request

ISIN NO0010856966	Amount of Bonds owned
Custodian name	Account number at Custodian
Company	Day time telephone number
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS¹, verifying our holding of Bonds as of [date].

We acknowledge that Nordic Trustee & Agency AB (publ) in relation to the Written Procedure for verification purpose may obtain information regarding our holding of Bonds on the above stated account in the securities register kept by VPS.

Authorised signature and Name

Place, date

¹ If the Bonds are held in custody other than in the VPS, evidence provided from the custodian confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.

TERM SHEET

Schedule 2

[Enclosure]

FOR INFORMATION PURPOSES ONLY – THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER TO ACQUIRE OR INVEST IN SECURITIES AND MAY NOT BE DISTRIBUTED TO ANY INVESTOR OR REPRESENTATIVE OF AN INVESTOR LOCATED IN ANY JURISDICTION WHERE THIS COULD CONSTITUTE AN OFFER TO ACQUIRE OR INVEST IN SECURITIES – THIS DOCUMENT MUST BE READ TOGETHER WITH THE INVESTOR PRESENTATION AND OTHER AVAILABLE INFORMATION, CONTAINING IMPORTANT INFORMATION REGARDING THE RISKS INVOLVED IN THE ISSUER AND THE BONDS. NOT FOR DISTRIBUTION IN OR INTO AUSTRALIA, CANADA, CYPRUS, HONG KONG, ITALY, JAPAN, NEW ZEALAND, SOUTH AFRICA, THE UNITED KINGDOM OR THE U.S. (OR TO U.S. PERSONS), OR IN ANY OTHER JURISDICTION IF SUCH DISTRIBUTION WOULD BE PROHIBITED BY APPLICABLE LAW.

Term Sheet

Amendments of Terms and Conditions and Contemplated Subsequent Bond Issue

in respect of

The logo for lifefit group, featuring the word "lifefit" in a bold, lowercase sans-serif font, followed by a vertical line and the word "group" in a smaller, lowercase sans-serif font.

LifeFit Group MidCo GmbH
Maximum EUR 120,000,000

Senior Secured Callable Floating Rate Bonds 2019/2023
(the “Bonds”)

ISIN: NO0010856966

LEI: 254900T3Z0SCF415OF78

Reference is made to the terms and conditions of the Bonds dated 26 July 2019 (the “**Terms and Conditions**”). All capitalised terms used herein and not otherwise defined in this term sheet shall have the meanings assigned to them in the Terms and Conditions.

1. BACKGROUND

The Issuer intends to initiate a written procedure (the “**Written Procedure**”) to request the Holders to (A) waive the Incurrence Test in connection with the incurrence of the Contemplated Subsequent Bond Issue and certain subordinated vendor loans which shall be granted by the sellers under the FitnessLOFT Acquisition (each as defined below), (B) approve the terms of the Contemplated Subsequent Bond Issue in accordance with this term sheet, and (C) amend the Terms and Conditions to, *inter alia*, (i) extend the term of the Bonds, (ii) amend the redemption price payable at final maturity of the Bonds (to be floored at 101.25 per cent. of the Outstanding Nominal Amount), (iii) amend the voluntary call option structure, (iv) decrease the maximum aggregate amount of the Bonds, (v) increase the interest rate on the Bonds through PIK interest, (vi) add a maintenance covenant, (vii) amend certain financial baskets for Permitted Debt, and (viii) add obligations with respect to vendor loans and earn-outs. The main terms of the requested amendments to the Terms and Conditions are set out in Section 2 below. Certain consequential amendments and updates will also be made to the Terms and Conditions. Each eligible Holder will be entitled to a consent fee amounting to 1.00 per cent of the Outstanding Nominal Amount of all Bonds held by such Holder at the relevant record date, subject to the terms set out in the notice of the Written Procedure.

Provided that the request above is approved in the Written Procedure, the Issuer intends to issue Subsequent Bonds in a total nominal amount of EUR 15,000,000 (the “**Contemplated Subsequent Bonds**” or the “**Contemplated Subsequent Bond Issue**”) to part-finance the acquisition of the German gym operator LOFT Holding GmbH (“**FitnessLOFT**”) (the “**FitnessLOFT Acquisition**”), in connection with which the Sponsor (as defined below) will make an equity contribution of EUR 12,000,000, of which EUR 2,000,000 were contributed to the Issuer in October 2022 and the remainder will be contributed as soon as practically possible and no later than four weeks after the approval of the request in the Written Procedure (as set out below, such equity contribution will be a condition precedent for disbursement). The main terms of the Contemplated Subsequent Bond Issue are set out in Section 3 below.

2. MAIN TERMS FOR AMENDMENTS OF THE TERMS AND CONDITIONS¹

Maximum Nominal Amount:	<u>EUR 70,000,000, plus the aggregate amount of PIK Interest that may be issued in the form of Subsequent Bonds.</u>
<u>Original Final Redemption Date:</u>	26 July 2023 (4 years after the First Issue Date).
<u>Extended Final Redemption Date:</u> ²	<u>26 January 2025 (5.5 years after the First Issue Date) at which date each Bond shall be redeemed at a price equal to 101.25 per cent of the Outstanding Nominal Amount.</u>
Call Option Amount:	<p>(a) The Make Whole Amount if the call option is exercised after the First Issue Date up to (but not including) the First Call Date;</p> <p>(b) <u>102.00 per cent of the Outstanding Nominal Amount if the call option is exercised on or after the First Call Date up to (but not including) 26 July 2024; and</u></p> <p>(c) <u>101.25 per cent of the Outstanding Nominal Amount if the call option is exercised on or after 26 July 2024 up to (and including) the Extended Final Redemption Date.</u></p>
First Call Date:	<u>The Original Final Redemption Date.</u>
Interest Rate:	<p>(a) EURIBOR (3 months) plus the Floating Rate Margin, <u>payable in cash quarterly in arrears (“Cash Interest”); and</u></p> <p>(b) <u>a fixed rate of 2.00 per cent per annum, payable in kind quarterly in arrears (“PIK Interest”).</u></p>
<u>PIK Interest:</u>	<p><u>The Issuer shall pay any accrued PIK Interest on the Bonds entirely in kind by issuing Subsequent Bonds on (or as soon as technically possible after) the applicable Interest Payment Date for the preceding Interest Period (save for the final Interest Payment Date falling on the Extended Final Redemption Date at which the Issuer shall pay any accrued PIK Interest on the Bonds entirely in cash on the Extended Final Redemption Date).</u></p> <p><u>Any Subsequent Bonds issued in payment of PIK Interest shall be distributed pro rata to all Holders, whereby the amount of Subsequent Bonds issued to a Holder holding Bonds shall be calculated as the product of (x) the aggregate amount of accrued PIK Interest on the Bonds for the preceding Interest Period ending on the relevant Interest Payment Date and (y) a fraction, the numerator of which is the aggregate amount of Bonds held by that Holder and the denominator of which is the aggregate amount of the Bonds, provided that the total amount of Subsequent Bonds issued to a Holder shall be rounded to the nearest full multiple of the applicable whole Nominal Amount.</u></p> <p><u>The Trustee shall, if requested by the Issuer, instruct the CSD to split the Bonds to a lower nominal amount of EUR 1.00 in order to facilitate payment of PIK Interest by issuing Subsequent Bonds.</u></p> <p><u>Any Subsequent Bonds issued in payment of PIK Interest shall have the same terms and conditions and the Bonds and will be treated as a single class for all purposes of the Terms and Conditions.</u></p> <p><u>PIK Interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).</u></p>
<u>Maintenance Test:</u>	<u>The Maintenance Test is met if the Leverage Ratio is less than 6.00:1.</u>

¹ Requested amendments in underlined text representing additions.

² For the avoidance of doubt, references in the Terms and Conditions to the “Final Redemption Date” will in the amended Terms and Conditions be replaced by references to the “Extended Final Redemption Date”. Certain other consequential amendments and updates will also be made to the Terms and Conditions without further reference in this term sheet.

The Maintenance Test shall be tested quarterly on 31 January, 30 April, 31 July, and 31 October each year (each a “Reference Date”) from and including 31 January 2024, for as long as any Bond is outstanding, and be calculated in accordance with the applicable Accounting Principles on the basis of the interim Financial Report for the period covered by the relevant Reference Date. The Maintenance Test shall be reported in the Compliance Certificate delivered in connection with such Financial Report.

Equity Cure:

If there is a breach of the Maintenance Test, no Event of Default will occur if, within 30 Business Days of the earlier of:

- (a) the delivery of the relevant Compliance Certificate evidencing that breach, and
- (b) the date when such Compliance Certificate should have been delivered in accordance with the Terms and Conditions,

the Issuer has received an equity injection in cash in the form of share capital, an unconditional shareholder contribution or Shareholder Debt in an amount sufficient to ensure compliance with the Maintenance Test as at the relevant Reference Date (the “Cure Amount”) (an “Equity Cure”).

For the purpose of the calculation of the ratio of Net Interest Bearing Debt to EBITDA, Net Interest Bearing Debt shall be deemed reduced on the relevant Reference Date with an amount equal to the Cure Amount. For the avoidance of doubt, there shall be no EBITDA cure.

Any Equity Cure must be made in cash and no more than 2 Equity Cures may be made over the lifetime of the Bonds. Equity Cures may not be made in respect of any consecutive Reference Dates. Any Equity Cure made in respect of any Reference Date shall be included until such time as that Reference Date falls outside the Reference Period.

Permitted Debt:

Means any Financial Indebtedness:

- (a) incurred under the Bonds (except for any Subsequent Bonds);
- (b) incurred by the Issuer under any Super Senior RCF;
- (c) incurred pursuant to any Finance Leases entered into in the ordinary course of the Group’s business and relating to equipment, in a maximum aggregate amount not at any time exceeding EUR 20,000,000;
- (d) under any guarantee issued by a Group Company or pursuant to a counter-indemnity provided to a bank or other third-party provider of a guarantee;
- (e) arising under a foreign exchange transaction or a commodity transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates or prices where the exposure arises in the ordinary course of business or in respect of payments to be made under the Terms and Conditions and/or the Super Senior RCF, but not any transaction for investment or speculative purposes;
- (f) arising under any interest rate hedging transactions in respect of payments to be made under the Terms and Conditions and/or the Super Senior RCF, but not any transaction for investment or speculative purposes;
- (g) incurred under Advance Purchase Agreements;
- (h) incurred under any Shareholder Debt, provided that Transaction Security has been granted in respect of such Shareholder Debt in accordance with paragraph (c)(iv) of Clause 6.1 (*Transaction Security*);
- (i) incurred by the Issuer if such Financial Indebtedness:
 - (i) is incurred as a result of a Subsequent Bond Issue and meets the Incurrence Test on a *pro forma* basis; or
 - (ii)
 - (A) ranks *pari passu* or is subordinated to the obligations of the Issuer under the Finance Documents; and

- (B) meets the Incurrence Test on a *pro forma* basis; and
- (C) has a final maturity date or a final redemption date and, if applicable, early redemption dates or instalment dates, which in each case occur after the Extended Final Redemption Date;
- (j) taken up from a Group Company;
- (k) incurred in connection with the redemption of the Bonds in order to fully refinance the Bonds and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Bonds (taking into account the rules and regulations of the CSD), for the purpose of securing, *inter alia*, the redemption of the Bonds;
- (l) incurred under or pursuant to any earn-out obligation relating to any acquisition in an aggregate amount not exceeding EUR 25,600,000 (or its equivalent in any other currency or currencies) at any time; and
- (m) any other Financial Indebtedness incurred by Group Companies not in aggregate exceeding EUR 4,000,000 (or its equivalent in any other currency or currencies).

FitnessLOFT: LOFT Holding GmbH, HRB 205400.

FitnessLOFT Acquisition: The Issuer's acquisition of FitnessLOFT.

FitnessLOFT Acquisition Debt: Any vendor loan incurred by the Issuer or earn-out payment payable by the Issuer to the sellers under the sale and purchase agreements, as amended by any supplemental agreements, in relation to the FitnessLOFT Acquisition.

In Shape: In Shape GmbH, HRB 533612, In Shape Göppingen GmbH, HRB 534049, In Shape Göppingen 2 GmbH, HRB 732078, In Shape Sports Club GmbH, HRB 722445, In Shape Süßen GmbH, HRB 729574, In Shape Bad Boll GmbH, HRB 733074, In Shape Ostalb GmbH, HRB 738549 and In Shape Esslingen GmbH, HRB 728335.

In Shape Acquisition: The relevant Group Company's acquisition of In Shape.

In Shape Acquisition Debt: Any earn-out payment payable by a Group Company to the seller under the sale and purchase agreements, as amended by any supplemental agreements, in relation to the In Shape Acquisition.

Acquisition Debts: The FitnessLOFT Acquisition Debt and the In Shape Acquisition Debt.

Acquisition Debts Subordination Agreements: The subordination agreements entered into between, *inter alia*, each seller of FitnessLOFT and In Shape (as applicable), the Security Agent, the Issuer and Shape InterCo GmbH (as applicable) pursuant to which the Acquisition Debts have been subordinated to the Issuer obligations under the Finance Documents.

Payment of FitnessLOFT Acquisition Debt: The Issuer shall not make, and shall procure that no other Group Company makes, payment of FitnessLOFT Acquisition Debt in the form of earn-out payment in respect of earn-out period II (as set out in the terms for the FitnessLOFT Acquisition Debt), unless an unqualified audit opinion of the Group's consolidated financial statements for the financial year ending 31 October 2024 has been issued by the Issuer's auditor evidencing there is going concern (*Fortführungsprognose*) taking into account such payment and the payment of all present and future obligations and liabilities of the Issuer under the Finance Documents.

Amendments relating to the Acquisition Debts: Any amendment of (i) the terms of the Acquisition Debts (among other things, with reference to the relevant amounts, deadlines, etc.) having an adverse effect on the provisions of the Acquisition Debts Subordination Agreements, or (ii) the terms of the Acquisition Debts Subordination Agreements, shall be subject to the Security Agent's consent. Such consent, and any other consent of the Security Agent under the Acquisitions Debt Subordination Agreements requiring the Security Agent to act in accordance with the instructions of the majority of the senior creditors, shall require instructions from the Holders' pursuant to Clause 17 (*Decisions by Holders*) or an instruction in writing from a Holder (or Holders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a Person who is a Holder on the second Business Day following the day on which the

instruction is received by the Trustee and shall, if made by several Holders, be made by them jointly).

3. MAIN TERMS OF THE CONTEMPLATED SUBSEQUENT BOND ISSUE

The following overview included in this term sheet does not purport to be complete, and is qualified in its entirety by the Terms and Conditions for the Bonds dated 26 July 2019 as amended by the Written Procedure described above subject to the approval by the Holders, and related documents and the issue of the Bonds is subject to approval by the board of directors of the Issuer.

Issuer:	LifeFit Group MidCo GmbH, HRB 248092.
FitnessLOFT:	LOFT Holding GmbH, HRB 205400.
FitnessLOFT Group:	FitnessLOFT and its Subsidiaries from time to time.
FitnessLOFT Acquisition:	The Issuer's acquisition of the FitnessLOFT.
Maximum Nominal Amount:	EUR 70,000,000, plus the aggregate amount of PIK Interest that may be issued in the form of Subsequent Bonds.
Outstanding Nominal Amount:	EUR 40,000,000.
Contemplated Subsequent Bond Issue:	EUR 15,000,000.
Currency:	EUR.
Nominal Amount:	The nominal amount of each Contemplated Subsequent Bond will be EUR 1,000, subject to any following split to a lower nominal amount in order to facilitate payment of PIK Interest by issuing Subsequent Bonds.
Minimum Investment:	The minimum permissible investment upon issuance of the Contemplated Subsequent Bonds is EUR 100,000.
Issue Date:	Expected to be [●] 2022. Notice is expected to be given to subscribers at least 2 Business Days prior to the Issue Date.
Maturity:	26 January 2025 (5.5 years after the First Issue Date / approximately [●] years after the Issue Date) at which date each Bond shall be redeemed at a price equal to 101.25 per cent of the Outstanding Nominal Amount.
Interest Rate:	(a) EURIBOR (3 months) plus the Floating Rate Margin, payable in cash quarterly in arrears ("Cash Interest"); and (b) a fixed rate of 2.00 per cent <i>per annum</i> , payable in kind quarterly in arrears ("PIK Interest" ³).
Price (OID):	The Contemplated Subsequent Bonds shall be issued on a fully paid basis at an issue price of 90.00 per cent of the Nominal Amount.
New Holder:	Each person who has subscribed for Contemplated Subsequent Bonds and received allocation in the Contemplated Subsequent Bond Issue (or its transferee), in accordance with an agreement entered into by (or for) such person, the Issuer and the Sole Bookrunner.
Use of Proceeds:	The purpose of the Contemplated Subsequent Bond Issue is to part-finance the FitnessLOFT Acquisition and to finance transaction costs and general corporate purposes of the Group.
Sponsor:	OCM Luxembourg EPF III SARL.
Sponsor Contribution:	An equity contribution, in the form of share capital, an unconditional shareholder contribution or Shareholder Debt, by the Sponsor to the Issuer for the purpose of part-financing the FitnessLOFT Acquisition in an amount of no less than EUR 12,000,000, of which EUR 2,000,000 were contributed to the Issuer in October

³ Please refer to section 2 above for further information regarding PIK Interest.

2022 and the remainder will be contributed no later than 4 weeks after the approval of the request in the Written Procedure.

Escrow:

The net proceeds from the Contemplated Subsequent Bond Issue shall be deposited on a designated bank account held by the Issuer and which shall be pledged in favour of the Trustee and the New Holders (represented by the Trustee) (the “**Escrow Account**”) pending application in accordance with either section “Use of Proceeds” above or section “Mandatory repurchase due to failure to fulfil the Conditions Precedent for Disbursement” below (as applicable). The application of the net proceeds standing to the credit of the Escrow Account is conditional upon whether the conditions precedent set forth in section “Conditions Precedent for Disbursement” below have been fulfilled on or prior to the Long Stop Date (as defined below).

Conditions Precedent for Settlement:

The Paying Agent shall pay the net proceeds from the Contemplated Subsequent Bond Issue to the Escrow Account on the later of (i) the Issue Date and (ii) the date on which the Trustee notifies the Paying Agent that it has received the following:

- (a) a copy of a resolution from the board of directors of the Issuer approving the Contemplated Subsequent Bond Issue and resolving to enter into documents necessary in connection therewith; and
- (b) minutes from the Written Procedure evidencing that the request has been approved by the Holders in the Written Procedure (whereby the required waiver of the provisions in the Terms and Conditions requiring the Incurrence Test to be met in connection with the Contemplated Subsequent Bond Issue as well as the approval of the terms of the Contemplated Subsequent Bonds Issue have been obtained).

Conditions Precedent for Disbursement:

The Trustee’s approval of disbursement of net proceeds from the Contemplated Subsequent Bond Issue (such date being a “**Disbursement Date**”) from the Escrow Account to the Issuer, for application in accordance with section “Use of Proceeds” above, is subject to the Trustee being satisfied it has received the following documents:

- (a) evidence that the Sponsor Contribution has been made;
- (b) evidence that the final maturity date under any existing Super Senior RCF has been extended to 26 July 2024 or to another date thereafter;
- (c) constitutional documents and corporate resolutions (approving the relevant Finance Documents and authorising a signatory/-ies to execute the Finance Documents) for each relevant Group Company (and each other party to a Finance Document), together constituting evidence that the Finance Documents have been duly executed;
- (d) copies of the Security Documents (for the avoidance of doubt, including Security over shares, bank accounts and Material Intra-Group Loans) in relation to Shape InterCo GmbH, HRB 128844, and all of its subsidiaries (including In Shape GmbH, In Shape Göppingen GmbH, In Shape Göppingen 2 GmbH, In Shape Sports Club GmbH, In Shape Süßen GmbH, In Shape Bad Boll GmbH, In Shape Esslingen GmbH, In Shape Ostalb GmbH) (together with Shape InterCo GmbH, the “**In Shape Group Companies**”) duly executed and evidence that the documents and other evidences to be delivered pursuant to such Security Documents have been delivered and satisfied;
- (e) evidence in the form or copies of signed guarantee documentation that the In Shape Group Companies have acceded to the Guarantee Agreement as a Guarantors;
- (f) legal opinion(s) on the capacity and due execution of each Group Company which is a party to an agreement set out in paragraphs (d) and (e) above and the validity and enforceability of the agreement, in each case in customary form and content issued by a reputable law firm;
- (g) evidence that any claim against any Group Company for payment of earn-out, in relation to the Group’s acquisition of Shape InterCo GmbH, has been subordinated to the Issuer obligations under the Finance Documents pursuant to a subordination agreement; and

- (h) a closing certificate issued by the Issuer confirming that (i) all closing conditions for the FitnessLOFT Acquisition (except for the payment of the purchase price) have been satisfied or waived and that the FitnessLOFT Acquisition will be consummated immediately upon payment of the relevant net proceeds from the Contemplated Subsequent Bond Issue to the Issuer, and (ii) any existing Financial Indebtedness and/or existing Security not constituting Permitted Debt or Permitted Security, as applicable, incurred or granted by or over the FitnessLOFT Group will be repaid or released promptly, as applicable.

Mandatory repurchase due to failure to fulfil the Conditions Precedent for Disbursement:

If the Conditions Precedent for Disbursement have not been fulfilled within 60 calendar days from the Issue Date (the “**Long Stop Date**”), the Issuer shall be obliged to repurchase all outstanding Contemplated Subsequent Bonds and the New Holder shall be obliged to sell its Contemplated Subsequent Bonds to the Issuer at a price of 91.00 per cent of the Nominal Amount (plus accrued and unpaid interest). The Issuer shall give notice of mandatory repurchase to the New Holders no later than 5 Business Days after the Long Stop Date. The notice from the Issuer shall specify the repurchase date and include instructions about the actions that a New Holder needs to take to fulfil its obligation to sell its Contemplated Subsequent Bonds to the Issuer. The repurchase date of the mandatory repurchase shall occur within 20 Business Days following the Long Stop Date.

The net proceeds from the Contemplated Subsequent Bond Issue standing to the credit on the Escrow Account shall in such case be transferred from the Escrow Account to another account designated by the Paying Agent and thereafter be applied towards repurchase of all Contemplated Subsequent Bonds on behalf of the Issuer and any shortfall shall be covered by the Issuer.

The Trustee’s approval of disbursement of any net proceeds from the Contemplated Subsequent Bond Issue from the Escrow Account is subject to the Trustee being satisfied it has received a certificate issued by the Issuer confirming (i) that notice of mandatory repurchase has given in accordance with the above, (ii) the repurchase date, (iii) that all Contemplated Subsequent Bonds will be repurchased and that any shortfall will be covered by the Issuer, and (iv) the total repurchase amount that will be payable by the Issuer on the repurchase date.

All Contemplated Subsequent Bonds repurchased by the Issuer pursuant to a mandatory repurchase in accordance with the above shall be cancelled promptly by the Issuer.

Conditions Subsequent:

The Issuer shall, within 10 Business Days of a Disbursement Date, provide the following documentation and evidence to the Trustee:

- (a) constitutional documents and corporate resolutions (approving the relevant Finance Documents and authorising a signatory/-ies to execute the Finance Documents) for each relevant Group Company, together constituting evidence that the Finance Documents then due to be executed have been duly executed;
- (b) share pledge agreement in customary form in respect of the shares in FitnessLOFT duly executed by the grantor of such pledge;
- (c) evidence that the security interest set out in paragraphs (b) above has been duly perfected;
- (d) a legal opinion in customary form and content on capacity, due execution, validity and enforceability in respect of the agreement set out in paragraph (b) above; and
- (e) evidence that any vendor loan incurred by the Issuer and any claim against the Issuer for payment of earn-out, in each case in relation to the FitnessLOFT Acquisition, have been subordinated to the Issuer obligations under the Finance Documents pursuant to a subordination agreement.

The Issuer shall, within 60 Business Days of a Disbursement Date, provide the following documentation and evidence to the Trustee:

- (a) constitutional documents and corporate resolutions (approving the relevant Finance Documents and authorising a signatory/-ies to execute the Finance Documents) for each relevant Group Company (and each other party to a Finance Document), together constituting evidence that the Finance Documents have been duly executed;

- (b) copies of the Security Documents in relation to the FitnessLOFT Group, duly executed and evidence that the documents and other evidences to be delivered pursuant to such Security Documents have been delivered and satisfied;
- (c) evidence in the form or copies of signed guarantee documentation that FitnessLOFT and each other Guarantor have acceded to the Guarantee Agreement as a Guarantor;
- (d) evidence in the form of a certificate signed by the Issuer that Clause 14.9 (*Guarantors*) is complied with; and
- (e) legal opinion(s) on the capacity and due execution of each Group Company which is a party to an agreement set out in paragraph (b) and (c) above and the validity and enforceability of the agreement, in each case in customary form and content issued by a reputable law firm.

Limitations: All Transaction Security and Guarantees by or over the FitnessLOFT Group and the In Shape Group Companies shall be subject to, and limited as required by, financial assistance regulations, other applicable corporate law limitations and any other limitations set out in the Terms and Conditions.

No responsibility for documentation: The Trustee may assume that the documentation and evidence delivered to it pursuant to the Conditions Precedent and the Conditions Subsequent above is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary, and the Trustee does not have to verify or assess the contents of any such documentation or evidence. None of the documentation and evidence delivered to it pursuant to the Conditions Precedent and the Conditions Subsequent are reviewed by the Trustee from a legal or commercial perspective of the Holders.

Listing: In accordance with Clause 14.2 (*Listing of Bonds*) of the Terms and Conditions, the Issuer shall:

- (a) use its reasonable endeavours to procure that the Contemplated Subsequent Bonds are listed on the Open Market of the Frankfurt Stock Exchange as soon as reasonably possibly after the Issue Date and in any case within 30 days of the Issue Date and shall procure that the Contemplated Subsequent Bonds remain listed on such exchange until the Bonds have been redeemed in full; and
- (b) use its best efforts to ensure that the Contemplated Subsequent Bonds are admitted to trading on the Regulated Market of Nasdaq Stockholm within 60 calendar days after the Issue Date with an intention to complete such admission to trading within thirty 30 calendar days after the Issue Date.

Sole Bookrunner: Pareto Securities AB.

Paying Agent: Pareto Securities AS.

Trustee: Nordic Trustee & Agency AB (publ).

Terms and Conditions: The Terms and Conditions for the Bonds dated 26 July 2019 as amended by the Written Procedure described above subject to the approval by the Holders, which regulate the rights and obligations with respect to the Bonds, including the Contemplated Subsequent Bonds issued in accordance with this term sheet.

In the event of any discrepancy between this term sheet and the Terms and Conditions, the Terms and Conditions shall prevail.

By filing an application to subscribe for Contemplated Subsequent Bonds, each investor accepts to be bound by the Terms and Conditions. The Terms and Conditions include provisions on the Trustee's right to represent the Holders as well as other provisions customary for a Swedish bond offering.

Definitions: Terms defined in the Terms and Conditions have the same meaning in this term sheet unless expressly defined herein or otherwise required by the context.

Governing law and Disputes: This term sheet and the amended Terms and Conditions shall be governed by and construed in accordance with Swedish law. Any dispute or claim arising in relation to this term sheet or the amended Terms and Conditions shall be determined by Swedish courts and the District Court of Stockholm shall be the court of first instance.

Written Procedure: The issue of the Contemplated Subsequent Bonds is conditional upon the approval of the request in the Written Procedure. For more details of the request set out in the Written Procedure, please see section 2 above and the notice of the Written Procedure.

Subject to: The issue of the Contemplated Subsequent Bonds shall be subject to approval by the board of directors of the Issuer, as well as any other approvals as may be required by applicable company law.

Frankfurt am Main/Stockholm, 6 December 2022

LifeFit Group MidCo GmbH
as Issuer