

*Denne meldingen til obligasjonseierne er kun utarbeidet på engelsk. For informasjon vennligst kontakt Nordic Trustee AS.*

**To the bondholders of:**

**ISIN: NO0010780497      Modu AS (formerly Hilleren Invest AS) 14% Senior Secured Bonds**  
**NO0010838170      2016/2017**

Oslo, 24 April 2025

#### **NOTICE OF A REPEATED BONDHOLDERS MEETING BY WAY OF WRITTEN RESOLUTION**

Nordic Trustee AS (the "**Bond Trustee**") acts as bond trustee for the holders of bonds (the "**Bondholders**") in the above mentioned bond issue with ISIN NO0010780497 (the "**Bonds**") issued by Modu AS (formerly Hilleren Invest AS) as issuer (the "**Issuer**") pursuant to the bond terms made between the Bond Trustee and the Issuer dated 14 December 2016 and as the same may be amended from time to time (the "**Bond Terms**").

All capitalised terms used, but not defined, herein shall have the meaning assigned to them in the Bonds Terms, unless otherwise stated herein. References to Clauses and paragraphs are references to Clauses and paragraphs in the Bond Terms.

The Bond Trustee has issued this notice of a Repeated Bondholders Meeting by way of Written Resolution pursuant to a request from the Issuer and the Bondholder Committee (as defined below), in accordance with the terms of the Bond Terms.

*The information in this notice (the "**Notice**") regarding the Issuer, market conditions and described transactions is provided by the Issuer, and the Bond Trustee expressly disclaims all liability whatsoever related to such information. Bondholders are encouraged to read this Notice in its entirety.*

#### **1 REPEATED BONDHOLDERS MEETING**

Pursuant to a notice for a Written Resolution for the Bonds dated 15 April 2025, the Voting Period for such first Written Resolution expired on 23 April 2025.

The voting results obtained in the first Written Resolution is set out below:

<u><b>Votes</b></u>	<u><b>Percentage of votes</b></u>

Total of votes received:	22,99 %
In favour of the Proposal:	100 %
Against the Proposal:	0 %
Absent votes:	77,01 %

Less than 50% of the Voting Bonds were represented in the Written Resolution and accordingly no quorum was formed, cf. Clause 15.1 (d) of the Bond Terms. This is the reason for convening this Repeated Bondholders Meeting with the same agenda as the first Written Resolution, see Clause 15.4 of the Bond Terms. The Repeated Bondholders Meeting will also be carried out by way of Written Resolution, the Voting Period for which will expire by 13:00 on 9 May 2025.

## 2 BACKGROUND

### 2.1 Project update

The Issuer has been in material breach of its payment obligations under the Bond Terms for a prolonged period and the Bond debt remains outstanding and in default. The Issuer is unable to pay not just principal and interest under the Bonds, but also costs of maintaining the Bonds in the securities register and the services of the Bond Trustee and security agent. The Bondholders therefore have the right to accelerate the Bonds and enforce their collateral.

The collateral for the Bonds includes the Moldalia property (the **Property**). The Property is owned by a subsidiary of the Issuer; Modu 2 AS (formerly Moldalia Utvikling AS) which in turn is owned by Moldalia Eiendom AS which is owned 100% by the Issuer. The Property is the only asset of any significant value securing the Bonds. Several attempts to sell the Property have failed with no bids received.

The Bond Trustee is entitled to collect its fees from the Bondholders to the extent these are not paid by the Issuer. Conscious of this and of other running administrative costs, a group of Bondholders holding in aggregate around 30% of the Outstanding Bonds (the **"Bondholder Committee"**) has actively sought an agreement with the Issuer to take over the Property. The Bondholder Committee considers that it would be beneficial for all Bondholders to take over control and own the Property through a company jointly owned by the Bondholders. For this purpose, the Bondholder Committee has set up a holding structure to enable the Bondholders to acquire and own the Property, with a view to selling it when the real property market improves.

The Bondholder Committee has established a two tier holding structure with Moldalia Eiendomsforvaltning AS (**Assetco**) as the intended immediate owner of the Property and Moldalia

Invest AS (**Bondco**) as the 100% owner and parent company of Assetco. The plan is that all Bondholders will become owners of Bondco, in the same proportion (pro rata) as they own bonds in the Issuer, and thereby indirectly, owners of the Property.

The steps on how to achieve this and the proposal to the Bondholders Meeting is outlined below.

## **2.2 Projected transaction plan**

The Bondholder Committee proposal comprises the following steps to obtain ownership of the Property:

- an agreement regulating the transfer of the Property in exchange for discharge of debt under the Bonds, entered into between the Issuer, Modu 2 AS, Nordic Trustee as Bond Trustee and Security Agent, Bondco and Assetco (the **Transfer Agreement**),
- a conversion whereby Bondholders convert their holding of Bonds to holding of shares in Bondco by way of a share capital increase in Bondco where the Bondholders contribute Bonds to Bondco as contribution in kind, and Bondholders simultaneously become shareholders of Bondco in the same proportion as their holding of Bonds (the **Corporate Actions**). This requires the Bondco shares to be registered in VPS upon issue.
- Bondco appoints Assetco to be the owner and legal title holder of the Property. The Property is thus transferred to Assetco who thereby becomes indebted to Bondco in an amount corresponding to the value of the Property.

The above transaction steps and agreements collectively referred to as the **Transaction**.

In preparation of a potential Transaction, a valuation of the Property has been carried out by an independent real estate agent (Eiendomsmegler1 Næringsmegling AS), showing that the value of the Property on 8 April 2025 is around NOK 10,000,000. The terms of the Transaction assumes that NOK 10,000,000 is the market value of the Property (the **Property Value**).

Fees to the Bond Trustee are substantial but the Bondholders Committee has managed to reach agreement that these can be settled at 65% of the outstanding amount, corresponding to around NOK 1.5 million if the proposed Transaction is approved. Fees to DNB as account operator are expected to be in the area of around NOK 31 200.

Bondco and Assetco are in need of funds to finance the costs for the process of taking control of the Property, including the fees payable to the Bond Trustee and the account operator, fees to lawyers etc. Bondco and Assetco intend to fund these operations by way of borrowing the necessary funds from the Bondholders who are willing to lend money. Such loans will accrue interest at a rate of 7%. Bondholders who are willing to contribute to such financing are encouraged to contact John Barlindhaug by e-mail: John.Barlindhaug@perpetuum.no.

Execution of the Transaction is subject to and conditional upon the necessary approval of the Bondholders through Bondholders Meeting or Written Resolution.

In accordance with Clauses 15.1 (a), 15.2, 15.4 and 15.5 (a) of the Bond Terms, the Issuer and the Bondholders Committee has approached the Bond Trustee to summon a Repeated Bondholders' Meeting by way of a Written Resolution.

### **3 THE PROPOSAL**

Based on the above, the Issuer and the Bondholders Committee have requested the Bond Trustee to summon a Written Resolution to propose that the Bondholders resolve the following resolutions (the **"Proposal"**):

i) the Bond Terms shall be amended and waived to allow the Transaction including the following steps which, except as required in order to be compliant with corporate legislation, shall be deemed to take place simultaneously and automatically and without further notice or action, on the same date:

- a) conversion of Bonds into ordinary shares in Bondco (there will be only one asset class entitling each shareholder to one vote per share) by way of contribution in kind of Bonds, making Bondco a Bondholder and making the Bondholders shareholders of Bondco in the same proportion (pro rata) as they were holders in the Bond,
- b) a transfer of the Property securing the Bonds to Assetco (as the appointed transferee by Bondco) with the mortgage on the Property securing the Bonds attached. In consideration for the transfer of the Property, Assetco shall assume all the liabilities as debtor in respect of the debt transferred under the Bonds contributed to Bondco under a) above, and the Issuer shall be simultaneously released of the same (the "Transferred Debt"),
- c) the Transferred Debt shall cease to be a negotiable debt instrument and shall be documented in a new loan agreement in non-negotiable form and Bondco is authorised to discharge the Bonds representing the Transferred Debt,

ii) the Bondholders agree and approve that:

- a) NOK 10,000,000 is the value of the Property in the Transaction and that the Transaction is executed in accordance with this Proposal,
- b) the Bond Trustee is authorised, at such time as it deems appropriate after the conversion in i) a) above, to discharge the debt remaining outstanding under the Bonds which is not part of the Transferred Debt, whereupon such Bonds shall be deemed automatically discharged and whereupon Nordic Trustee shall be released and discharged from its role as Bond Trustee and Security Agent for the Bonds,

- c) a settlement is made of the of the amounts owed to the Bond Trustee as compensation for the Bond Trustees services in respect of the Bonds which the Bondholders pursuant to the Bond Terms are liable to pay to the extent they are not covered by the Issuer (the **Service Fee**) The Service Fee shall be paid in full before the mortgage over the Property is transferred, c.f i) (b) above.
- d) Bondco settles the amounts owed to DNB as the account operator of the Bond and of the share register of Bondco..

iii) the Bondholders grant the following authorisations:

- a) John Barlindhaug, being a Bondholder and a member of the Bondholder Committee or anyone that he appoints in writing (the **Authorised Person**) is authorised to represent and sign for the Bondholders, Bondco and Assetco in connection with the execution of the Transaction including but not limited to negotiating and signing the Transfer Agreement, the Corporate Actions and other agreements to which the Bondholders, Bondco or Assetco is a party, including but not limited to subscription on behalf of the Bondholders of shares in Bondco, notices, transfer of Bonds, transfer of the Property, allotment of Bondco shares, to represent the Bondholders in connection with the Transaction in dialogue and negotiations with the account operator of the Bonds and Bondco shares and with the Bond Trustee and Security Agent, to make filings with the Norwegian Enterprise Register and to sign, file, dispatch or receive any other documents required or deemed necessary by the Authorised Person to execute the Transaction and any part thereof,
- b) the Bond Trustee is instructed and authorised to enter into any agreements, notices, arrangements or other documentation as it deems necessary or desirable to implement and effect the Transaction including the release of Nordic Trustee AS as Bond Trustee and Security Agent in respect of the Bonds and including without limitation amendment, waiver and discharge of the Bonds, amendments, waivers and cancellations to any Transaction Security Documents (as required) and other Finance Documents (as applicable) and any other changes to the Bond Terms which are ancillary or logistical in this respect,
- c) the Bond Trustee, VPS and/or the account operator of the securities depository, are authorised to take instructions from the Authorised Person on behalf of the Bondholders, in connection with the execution of the Transaction,
- d) the Authorised Person may set up a business plan and shareholders agreement for the shareholders of Bondco, regulating the governance of Bondco and terms and conditions aiming at preserving and realising the value of the Property in the interests of the Bondholders.

The Proposal will be implemented and take effect subject to satisfaction of the conditions for the Transaction as set out in the Transfer Agreement and subject to obtaining the necessary approval of the Proposal by valid Written Resolution or Bondholders Meeting, which may require a Repeated Bondholders Meeting.

#### **4 EVALUATION OF THE PROPOSAL**

The Proposal is put forward to the Bondholders without further evaluation or recommendation from the Bond Trustee, and the Bond Trustee emphasises that each Bondholder should cast its vote based on its own evaluation of the Proposal. Nothing herein shall constitute a recommendation to the Bondholders by the Bond Trustee.

The Bondholders must independently evaluate whether the Proposal is acceptable and vote accordingly. The Bond Trustee urges each Bondholder to seek advice in order to evaluate the Proposal.

#### **5 FURTHER INFORMATION**

For further questions regarding the Proposal, please contact:

John Barlindhaug by e-mail to: [John.Barlindhaug@perpetuum.no](mailto:John.Barlindhaug@perpetuum.no)

For further questions to the Bond Trustee, please contact Olav Slagsvold, +47 22 87 94 45, [slagsvold@nordictrustee.com](mailto:slagsvold@nordictrustee.com).

#### **6 WRITTEN RESOLUTION**

Bondholders are hereby provided with a voting request for a Written Resolution pursuant to Clause 15.5 (*Written Resolutions*) of the Bond Terms. For the avoidance of doubt, no Bondholders' Meeting will be held.

It is proposed that the Bondholders resolve the following (the "**Proposed Resolution**"):

*"The Bondholders approve the Proposal as described in section 3 (The Proposal) of this Notice on the conditions set out herein."*

\* \* \* \*

**Voting Period:** The Voting Period shall expire ten (10) Business Days after the date of this Notice, being on 9 May 2025 at 13:00 Oslo time. The Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority under the Bond Terms prior to the expiration of the Voting Period.

**How to vote:** A duly completed and signed Voting Form (attached hereto as Schedule 1), together with proof of ownership/holdings must be received by the Bond Trustee no later than at the end of the Voting Period and must be submitted by scanned e-mail to [mail@nordictrustee.com](mailto:mail@nordictrustee.com).

A Proposed Resolution will be passed if either: (a) Bondholders representing at least a 2/3 majority of the total number of Voting Bonds vote in favour of the relevant Proposed Resolution prior to the expiry of the Voting Period; or (b) (i) a quorum representing at least 50% of the total number of Voting Bonds submits a timely response to the Notice and (ii) the votes cast in favour of the relevant Proposed Resolution represent at least a 2/3 majority of the Voting Bonds that timely responded to the Notice.

If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the expiry of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in Clauses 15.1 (Authority of the Bondholders' Meetings) and 15.4 (Repeated Bondholders' Meeting).

The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being achieved.

If the above resolution is not adopted as proposed herein, the Bond Terms and other Finance Documents will remain unchanged.

*Olav Slagsvold*  
Yours sincerely,  
Nordic Trustee AS

Appendices: Appendix 1 - Voting Form

## Appendix 1: Voting Form – Written Resolution

ISIN: NO0010780497 Modu AS (formerly Hilleren Invest AS) 14% Senior Secured Bonds  
2016/2017  
NO0010838170

The undersigned holder or authorised person/entity, votes in the following manner:

The Proposed Resolution as defined in the Notice of a Written Resolution dated 24 April 2025.

☐

**In favour** of the Proposed Resolution

☐

**Against** the Proposed Resolution

ISIN <b>NO0010780497</b> <b>NO0010838170</b>	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/VPS, verifying our bondholding in the bond issue as of \_\_\_\_\_.

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purpose may obtain information regarding our holding of Bonds on the above stated account in the securities register VPS.

We consent to the following information being shared with the legal advisor to Nordic Trustee AS (the Advisors):

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Our identity and amounts of Bonds owned

☐

Our vote

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Authorized signature



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