

OFFER DOCUMENT

Mandatory Offer to acquire all the shares in

5th Planet Games A/S



that are not already owned by

Skybound Game Studios, Inc.



Offer Price:

NOK 0.60968 per Share with settlement in cash

Offer Period:

From and including 30 May 2022 to 27 June 2022 at 16:30 (Norwegian time)

Receiving Agent:

Norne Securities AS

27 May 2022

TABLE OF CONTENTS

1	THE OFFER.....	11
1.1	Introduction	11
1.2	The Offeror	11
1.3	The Company.....	11
1.4	Grounds for the Offer	11
1.5	Other 5PG Shares-linked rights etc	13
1.6	Offer Price	13
1.7	Offer Period	14
1.8	Acceptance of the Offer.....	14
1.9	Shareholder Rights.....	16
1.10	Settlement	16
1.11	Financing of the Offer	16
1.12	Bank guarantee	17
1.13	Announcements and Amendments to the Offer.....	17
1.14	Contact between the Offeror and the Company prior to the Offer	17
1.15	Impact on the Company's management and employees	17
1.16	Plans for further operations and reorganizations	17
1.17	Benefits to the Board, management, key employees	18
1.18	Legal consequences of the Offer.....	18
1.19	No repeated offer obligation.....	18
1.20	Statements about the Offer.....	18
1.21	Costs	18
1.22	Tax	19
1.23	Acquisition of 5PG Shares outside the Offer	19
1.24	Compulsory acquisition and de-listing of the 5PG Shares	19
1.25	Legal venue and choice of law	19
1.26	Miscellaneous	20
2	FURTHER DESCRIPTION OF THE GROUP	21
2.1	Introduction	21
2.2	Company description.....	21
2.3	Briefly on the 5PG Group and its business	21
2.4	Selected financial information	21
2.5	Shareholders.....	26
2.6	Board and management.....	27
3	FURTHER DESCRIPTION OF THE OFFEROR.....	28

4	TAX CONSEQUENCES.....	29
4.1	Introduction	29
4.2	Tax consequences Norwegian shareholders.....	29
4.3	Tax consequences for foreign shareholders.....	30
	Appendix 1A: Acceptance Form (English version).....	31
	Appendix 1B: Acceptance Form (Norwegian version).....	32
	Appendix 2: Form of mandatory offer guarantee.....	33

DEFINITIONS AND GLOSSARY OF TERMS:

Acceptance:	Acceptance of the Offer by a 5PG Shareholder
Acceptance Form:	The form of acceptance to be used by 5PG Shareholders when accepting the Offer set out as Appendix 1A (English version) and Appendix 1B (Norwegian version) to this Offer Document
Acceptant:	A 5PG Shareholder who accepts the Offer
Announcement Date:	The date on which it was publicly announced that the mandatory offer obligation had been triggered, being 26 April 2022
Skybound or Skybound Group:	Skybound Game Studios, Inc. and all of its consolidated subsidiaries
Board:	The Company's board of directors
Company:	5th Planet Games A/S, a public limited liability company incorporated and existing under the laws of Denmark, with organization number CVR 33597142, and with its registered address at Gothersgade 11, 1123 Copenhagen K, Denmark
Danish Companies Act:	The Danish Consolidated Act no. 1952 of 11 October 2021 with later amendments
Danish Capital Markets Act:	The Danish Consolidated Act no. 2014 of 1 November 2021 with later amendments
Danish Executive Order on Takeover Bids:	The Danish Executive Order no. 636 of 15 May 2020
DKK:	Danish Kroner, the lawful currency of Denmark
EEA:	European Economic Area
5PG or 5PG Group:	The Company and all of its consolidated subsidiaries
5PG Shareholders or Shareholders:	Owners of 5PG Shares, including beneficial owners of nominee registered 5PG Shares
5PG Shares or Shares:	Ordinary shares in the capital of the Company, each having a nominal value of DKK 0.05
Investment	The aggregate cash investment which is to be made by the Offeror under the Investment Agreement
Investment Agreement:	The agreement entered into between the Company and the Offeror, dated 10 August 2021, pursuant to which the latter will make an aggregate cash investment of an amount in USD equivalent to NOK 92,515,500, over approximately two years, in exchange for 151,744,355 5PG Shares, constituting 58.8% of the Company
NOK:	Norwegian Kroner, the lawful currency of Norway
Norwegian Public Limited Companies Act:	The Norwegian Public Limited Companies Act of 13 June 1997 No. 45 (in Norwegian: "allmennaksjeloven") with later amendments

Norwegian Securities Trading Act:	The Norwegian securities trading act 29 June 2007 no 75 (in Norwegian: "verdipapirhandelloven") with later amendments
Offer or Mandatory Offer:	The mandatory offer by the Offeror to purchase all of the outstanding 5PG Shares that are not already owned by the Offeror, upon the terms and subject to the conditions set out in this Offer Document in accordance with the Norwegian Securities Trading Act and the Danish Capital Markets Act
Offeror:	Skybound Game Studios, Inc. a corporation incorporated and existing under the laws of Delaware, with reg.no. 6535769, having its registered address at 9570 West Pico Blvd. Los Angeles, CA 90035, United States of America
Offer Document:	This offer document with appendices
Offer Period:	The period when 5PG Shareholders may accept the Offer, running from and including 30 May 2022 to 16:30 (Norwegian time) on 27 June 2022
Offer Price:	NOK 0.60968 per 5PG Share. The Offer Price is subject to adjustments in the event the Company pays out dividend or other distribution to the Shareholders, as further set out in section 1.6 "Offer Price" below
Oslo Børs:	Oslo Børs ASA
Euronext Expand Oslo	A regulated market operated by Oslo Børs on which the 5PG Shares are listed
Receiving Agent:	Norne Securities AS
Restricted Jurisdictions:	The jurisdictions set out in section under the heading "Offer restrictions"
Settlement:	The cash payment to the 5PG Shareholders who have accepted the Offer, being made no later than 14 calendar days after expiry of the Offer Period
Settlement Date:	The date on which settlement of the Offer takes place in accordance with section 1.10
USD:	United States Dollar, the lawful currency of the United States of America
VPS:	The Norwegian Central Securities Depository (in Norwegian: "Verdipapirsentralen ASA")

STATEMENT REGARDING THE OFFER DOCUMENT

This Offer Document has been prepared in accordance with the Norwegian Securities Trading Act section 6-13, chapter 8 of the Danish Capital Markets Act and section 20(3) of the Danish Executive Order on Takeover Bids in order to provide 5PG Shareholders with a basis for evaluating the Offer. The information about the Company included in this Offer Document is based exclusively on the Company's public financial statements and other information in the public domain as at the date hereof. The Offeror has not independently verified the information regarding the Company which is included in this Offer Document. The Offeror does not assume any responsibility for the accuracy or completeness of, or any responsibility to update, the information regarding the Company included in this Offer Document.

27 May 2022

Skybound Game Studios, Inc.

IMPORTANT INFORMATION

This Offer Document has been prepared by the Offeror in connection with the Offer submitted by the Offeror pursuant to chapter 6 of the Norwegian Securities Trading Act and chapter 8 of the Danish Capital Markets Act. This Offer Document and the Offer is governed by Norwegian Law, except for any questions regarding the Offeror's obligation to make the Offer and any exemptions as well as the obligation to inform the Company's employees, as these are governed by Danish law. This Offer Document has been prepared in the English language only, save for the Acceptance Form prepared both in the English and Norwegian language. The Offer and this Offer Document has been approved by Oslo Børs in accordance with section 6-14 of the Norwegian Securities Trading Act. 5PG Shareholders must rely upon their own examination of the Offer and this Offer Document. Each Shareholder should study this Offer Document carefully in order to be able to make an informed and balanced assessment of the Offer and the information that is discussed and described herein. Shareholders should not construe the contents of this Offer Document as legal, tax or accounting advice, or as information necessarily applicable to each shareholder. Each Shareholder is urged to seek independent advice of its own financial and legal advisors prior to making a decision to accept the Offer.

Subject also to the limitations in the above statement, the distribution of this Offer Document does not imply in any way that the information included herein continues to be accurate and complete at any date subsequent to the date of this Offer Document.

With the exception of the Offeror, no person is entitled or authorised to provide any information or make any representations in connection with the Offer other than the information included in this Offer Document. If such information or representation is provided or made by any other person than the Offeror, such information or representation, as the case may be, should not be relied upon as having been provided or made by or on behalf of the Offeror.

The Offer is directed to all 5PG Shareholders who may legally receive this Offer Document and accept the Offer. In this respect further reference is made to the Offer restrictions set out below. Copies of this Offer Document will be distributed to the 5PG Shareholders registered in the Company's shareholders register in VPS as at the date of this Offer Document, except for 5PG Shareholders in jurisdictions where this Offer Document may not be lawfully distributed, and are available free of charge at the office of the Receiving Agent:

Norne Securities AS

Street address: Jonsvollgaten 2

Postal address: Post box 7801, 5020 Bergen, Norway

Tel: +47 55 55 91 30

E-mail: aksept@norne.no

Web: www.norne.no

The Offeror reserves the right to, and may exercise the right to, acquire 5PG Shares outside the Offer before, during and after the Offer Period, provided such transactions comply with applicable laws and regulations. The Offeror will publicly disclose such purchases to 5PG Shareholders, to the extent required by Norwegian and other applicable laws, in accordance with the procedures described in section 1.13 "Announcements and Amendments of the Offer". The consequences of such purchases are further described in section 1.23 "Acquisition of 5PG Shares outside the Offer" below.

OFFER RESTRICTIONS

The distribution of this Offer Document and the making of the Offer may in certain jurisdictions (including, but not limited to, Canada, Australia and Japan) be restricted by law ("Restricted Jurisdictions"). Therefore, persons obtaining this Offer Document or into whose possession this Offer Document otherwise comes, are required to, and should inform themselves of and observe, all such restrictions. The Offeror and the Receiving Agent do not accept or assume any responsibility or liability for any violation by any person whomsoever of any such restriction.

This Offer Document is not directed to persons whose participation in the Offer requires that further offer documents are issued or that registration or other measures are taken, other than those required under Norwegian law. No document or materials relating to the Offer may be distributed in or into any jurisdiction where such distribution or offering requires any of the aforementioned measures to be taken or would be in conflict with any law or regulation of such a jurisdiction. In the event of such distribution or offering still being made, an Acceptance Form sent from such a country may be disregarded.

This Offer Document does not represent an offer to acquire or obtain securities other than 5PG Shares.

The Offer is not open to any 5PG Shareholder in any jurisdiction in which it is unlawful for any person to receive or accept the Offer. No action has been taken to permit the distribution of the Offer in any jurisdiction where action would be required for such purposes (except Norway).

The Offer is not being made and will not be made, directly or indirectly, in or into the Restricted Jurisdictions. This Offer Document, and any and all materials related thereto, should not be sent or otherwise distributed in or into the Restricted Jurisdictions, and the Offer cannot be accepted by any such use, means or instrumentality, in or from within Restricted Jurisdictions. Accordingly, copies of this Offer Document and any related materials are not being, and must not be, sent or otherwise distributed in or into or from any Restricted Jurisdiction or, in their capacities as such, to custodians, trustees or nominees holding shares of the Company for persons in any Restricted Jurisdictions, and persons receiving any such documents (including custodians, nominees and trustees) must not distribute or send them in, into or from any Restricted Jurisdiction. Any purported acceptance of the Offer resulting directly or indirectly from a violation of these restrictions will be invalid.

Each person delivering an Acceptance Form in connection with the Offer will be required to certify that: (1) such person has not received this Offer Document, the Acceptance Form or any other document relating to the Offer in a Restricted Jurisdiction; (2) such person has not utilized, directly or indirectly, the mails, or any means or instrumentality of commerce, or the facilities of any national securities exchange, of a Restricted Jurisdiction in connection with the Offer; (3) such person is not and was not located in a Restricted Jurisdiction at the time such person accepted the terms of the Offer or at the time such person returned the Acceptance Form; and (4) if such person is acting in a fiduciary, agency or other capacity as an intermediary, then either (a) such person has full investment discretion with respect to the securities covered by the Acceptance Form or (b) the person on whose behalf such person is acting was located outside the Restricted Jurisdictions at the time he or she instructed such person to accept the Offer.

Pursuant to information derived from the Company's shareholders' register as of 25 May 2022, 1 shareholder holding approximately 0.015% of the outstanding shares and voting rights in the Company are resident in jurisdictions where the Offer may not be put forward under the above restrictions, the Restricted Jurisdictions.

Related notice to Shareholders in the United States of America:

The Offer is made to 5PG Shareholders resident in the United States by the Offeror and not by any other person. The Offer is for the shares of a Danish company listed for trading on Euronext Expand Oslo, a regulated market operated by Oslo Børs, and is governed by provisions of Norwegian and Danish securities laws. Those provisions differ considerably from the corresponding United States legal provisions. Only a limited set of United States legal provisions apply to the Offer and this Offer Document. The applicable disclosure requirements of Norwegian law are different than those of the U.S. securities laws in certain material respects. The Offer is being made in reliance upon exemptions afforded by Rule 14d-1(c) under the U.S. Securities Exchange Act of 1934 (the “Exchange Act”). The timing of payments, settlement procedures, and other timing and procedural matters of the Offer are consistent with Norwegian practice, which differs from U.S. domestic tender offer procedures.

Pursuant to an exemption provided from Rule 14e-5 under the Exchange Act, the Offeror may acquire, or make arrangements to acquire, 5PG Shares or any securities that are convertible into or exchangeable or exercisable for 5PG Shares, other than pursuant to the Offer, on or off Euronext Expand Oslo or otherwise during the period in which the Offer remains open for acceptance, so long as those acquisitions or arrangements comply with applicable Norwegian law and practice and the provisions of such exemption. To the extent information about such purchases or arrangements to purchase is made public in Norway, such information will be disclosed as required in Norway by means of a press release or other means reasonably calculated to inform U.S. shareholders of 5PG.

It may be difficult for 5PG Shareholders resident in the United States to enforce their rights and any claims they may have under U.S. federal securities laws, because the Company is a Danish company listed on a Norwegian stock exchange. 5PG Shareholders resident in the United States may not be able to sue a foreign company in a foreign court for violations of U.S. securities laws, and it may be difficult to compel a foreign company or its affiliates to subject themselves to the jurisdiction and judgment of a court in the United States. As used herein, the “United States” or the “U.S.” means the United States of America, its territories and possessions, any state of the United States of America, and the District of Columbia.

FORWARD-LOOKING STATEMENTS

This document contains certain statements about the Company and the Offeror that are or may be forward-looking statements. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements sometimes use words such as “may”, “will”, “seek”, “continue”, “aim”, “anticipate”, “target”, “expect”, “estimate”, “intend”, “plan”, “goal”, “believe” or other words of similar meaning. Examples of forward-looking statements include, among others, statements regarding the Company’s or the Offeror’s future financial position, income growth, assets, impairment charges, business strategy, leverage, payment of dividends, projected levels of growth, projected costs, estimates of capital expenditures, and plans and objectives for future operations and other statements that are not historical fact. By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances, including, but not limited to, Norwegian domestic and global economic and business conditions, the effects of volatility in credit markets, market-related risks such as changes in interest rates and exchange rates, effects of changes in valuation of credit market exposures, changes in valuation of issued notes, the policies and actions of governmental and regulatory authorities, changes in legislation, the further development of standards and interpretations under International Financial Reporting Standards (IFRS) applicable to past, current and future periods, evolving practices with regard to the interpretation and application of standards under IFRS, the outcome of pending and future litigations, the success of future acquisitions and other strategic transactions and the impact of competition – a number of such factors being beyond the Company’s and the Offeror’s control. As a result, actual future results may differ materially from the plans, goals, and expectations set forth in these forward-looking statements.

Any forward-looking statements made herein speak only as of the date they are made. The Offeror disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained in this document to reflect any change in the Offeror’s expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

1 THE OFFER

1.1 Introduction

The Offer by the Offeror to purchase all of the outstanding 5PG Shares that are not already owned by the Offeror is made to all 5PG Shareholders who can legally receive this Offer Document and accept the Offer. For further details see the introductory statements and other information above.

The Offer Price is NOK 0.60968 per Share, which will be settled in cash. For further details see section 1.6 "Offer Price" and section 1.10 "Settlement".

The Offer Period is from and including 30 May 2022 to 27 June 2022 16:30 (Norwegian time), see section 1.7 "Offer Period" for further details.

The Offer shall not apply to any shares in 5PG issued during the Offer Period.

1.2 The Offeror

The Offeror, Skybound Game Studios, Inc., is a corporation incorporated and existing under the laws of the State of Delaware, with registration number 6535769, having its registered address at 9570 West Pico Blvd. Los Angeles, CA 90035, United States of America.

See section 3 "Further description of the Offeror" for further details on the Offeror.

1.3 The Company

The Company, 5th Planet Games A/S, is a public limited liability company incorporated and existing under the laws of Denmark registered with the Danish Business Authority with the organization number (CVR) 33597142, LEI number 213800MC2SGVSIBN7J53 and address at Gothersgade 11, 1123 Copenhagen K, Denmark. Its secondary name is Hugo Games A/S. See section 2 "Further description of the Group" for further details on the Company. The Company is the parent company in the 5PG Group, see section 2 further description of the 5PG Group.

The 5PG Shares are listed on Euronext Expand under the ticker "5PG" and are registered in VPS under ISIN DK0060945467. The 5PG Shares are all in the same class and each Share carries one vote.

The share capital of the Company is DKK 8 206 279,15 divided into 164,125,583 Shares, each with nominal value DKK 0.05.

The Company's articles of association are available at the Company's website:

<https://www.5thplanetgames.com/investors/documents/>

1.4 Grounds for the Offer

On 10 August 2021, the Company announced the signing of the Investment Agreement with the Offeror pursuant to which the Offeror will be making an aggregate cash investment in the Company of a USD amount equivalent to NOK 92,515,500 by way of subscribing for in aggregate 151,744,355 5PG Shares over approximately two years at a subscription price of NOK 0.60968 per Share. The Shares are subscribed over four tranches:

- i The first tranche: following a general meeting of the Company on 7 September 2021, the Offeror subscribed for 21,677,765 Shares (nominally DKK 1,083,888.25) for a total consideration of an amount in USD equivalent to NOK 13,216,500
- ii The second tranche: on 26 April 2022, the Offeror subscribed for 36,129,608 Shares (nominally DKK 1,806,480.40) for a total consideration of an amount in USD equivalent to NOK 22,027,500.
- iii The third tranche: no later than 51 weeks after the general meeting of the Company on 7 September 2021 (i.e. no later than 30 August 2022), the Offeror shall subscribe for 43,355,530

Shares (nominally DKK 2,167,776.50) for a total consideration of an amount in USD equivalent to NOK 26,433,000.

- iv The fourth tranche: following the general meeting of the Company on 7 September 2021, the Offeror subscribed for 50,581,452 warrants, each warrant entitling the Offeror to subscribe for one Share (nominally DKK 2,529,072.60, assuming all warrants exercised) to be exercised no later than two years after said general meeting for a total consideration of an amount in USD equivalent to NOK 30,838,500.

The subscription amounts have been and are subject to the applicable USD/NOK exchange rate as announced by Norges Bank (the central bank of Norway) the day before the Offeror subscribed and will subscribe for the relevant Shares.

After completion of all four tranches, the total number of Shares in the Company will be 258,062,565 Shares and the Offeror will have subscribed for 151,744,355 Shares, equivalent to 58.8% of the total number of issued Shares, assuming no other changes to the Company's share capital.

Moreover, on 7 September 2021 following the general meeting, the Offeror subscribed for (i) 31,103,881 warrants (corresponding to 11 per cent of the Company's share capital on a fully diluted basis taking into account the Investment), each warrant entitling the Offeror to subscribe for one Share at an exercise price of NOK 0.90 per Share, in total NOK 27,993,494, subject to the Company's achievement of certain financial milestones ("Milestone Warrants"); and (ii) 2,200,000 warrants, each warrant entitling the Offeror to subscribe for one Share at a subscription price of DKK 0.05 (at par value) per Share, to be exercised in case of the Company's breach of certain obligations pursuant to the Investment Agreement ("Indemnification Warrants").

The Milestone Warrants shall be exercisable in the following tranches in a period of 12 months after the Company reaching the following milestones:

- i. 1.5/11 of the Milestone Warrants upon the Company having a market capitalization of USD 60,000,000 or more on a trading day based on the volume-weighted average price on such trading day announced by Euronext Expand Oslo.
- ii. 1.5/11 of the Milestone Warrants upon the Company having a market capitalization of USD 75,000,000 or more on a trading day based on the volume-weighted average price on such trading day announced by Euronext Expand Oslo.
- iii. 1.5/11 of the Milestone Warrants upon the Company having a market capitalization of USD 100,000,000 or more on a trading day based on the volume-weighted average price on such trading day announced by Euronext Expand Oslo.
- iv. 1.5/11 of the Milestone Warrants upon the Company having a market capitalization of USD 125,000,000 or more on a trading day based on the volume-weighted average price on such trading day announced by Euronext Expand Oslo.
- v. 5.0/11 of the Milestone Warrants upon the Company having a consolidated revenue of at least DKK 62,756,000 in any of the financial years 2022, 2023 or 2024 as recorded in the Company's audited consolidated financial statements.

As of the date of this Offer Document, having completed the second tranche pursuant to the Investment Agreement, the Offeror owns 57,807,373 5PG Shares, representing approximately 35.2% of the total number of issued Shares. Accordingly, the Offeror has passed the threshold for being obliged to making a mandatory offer pursuant to the Danish Capital Markets Act, which inter alia includes where an acquirer, directly or indirectly, holds at least one-third of all voting rights in the Company, unless it can be clearly proven in special cases that such ownership does not constitute control.

No close associate of the Offeror, as defined in the Norwegian Securities Trading Act section 6-5 cf. section 2-5, owns any 5PG Shares.

1.5 Other 5PG Shares-linked rights etc

Below is a summary of the total number of warrants issued in the Company, each warrant entitling subscription of one Share, including such warrants held by other persons than the Offeror:

	Warrant Type	Total Authorization	Issued	Pending Pool
According to AOA 2.2	Old authorization to Board	24.700.000	24.700.000	0
According to AOA 2.3	Investment (Tranche 4)	50.581.452	50.581.452	0
According to AOA 2.4	Milestone	31.103.882	31.103.882	0
According to AOA 2.5	Indemnification	2.200.000	2.200.000	0
According to AOA 2.6	New authorization to Board	22.621.005	21.607.886	1.013.119
Total		131.206.339	130.193.220	1.013.119

The warrants held by members of the Board:

Name	Issued Date	Number of Warrants	Share size	Exercise Price
Henrik Nielsen, board member	01-06-2019	9,850,860	DKK 0.05	NOK 0.57
Henrik Nielsen, board member	01-12-2020	3,250,961	DKK 0.05	NOK 0.70
Henrik Nielsen, board member	07-09-2021	17,531,279	DKK 0.05	NOK 0.91
Henrik Nielsen, Total		30,633,100		
*Skybound Game Studios, Inc.	07-09-2021	31,103,882	DKK 0.05	NOK 0.90
Søren Kokbøl Jensen, board member	09-09-2021	240,000	DKK 0.05	NOK 0.94
Board members total		61,976,982		

*Jon Goldman, who is the chairman of the Board and David Alpert, who is a member of the Board ultimately control Skybound (together with a third person) and accordingly Skybound has been included in the table. These warrants include the Milestone Warrants, but not the Investment (Tranche 4) and Indemnification Warrants.

Otherwise, neither the Offeror, nor anyone that could be considered close associates of the Offeror, as defined in the Norwegian Securities Trading Act section 6-5 cf. section 2-5, are currently party to any agreements with other Shareholders of the Company relating to 5PG Shares, or have any options, convertible loans equivalent to those mentioned in the Norwegian Public Limited Companies Act section 11-1 or similar rights to acquire additional 5PG Shares.

Henrik Nielsen (member of the Board), Peter Ekman (chief account officer in the Company) and Mogens Agger (vice president, business development in the Company), are shareholders in the Company and have irrevocably waived their right to accept the Offer.

1.6 Offer Price

Shareholders accepting the Offer will receive the consideration of NOK 0.60968 per Share in cash in accordance with the terms of this Offer, which is equal to the subscription price which the Offeror has paid for the Shares subscribed in the second tranche (and the other three tranches) under the Investment Agreement, and the highest price the Offeror or any of its close associates have paid for Shares in the Company during the last six months. The Offer Price values all 164,125,583 Shares in the Company at a total of approximately NOK 100 million.

The subscription amount paid in the second tranche of NOK 22,027,500, equivalent to USD 2,439,828, was subject to the USD/NOK exchange rate as announced by Norges Bank (the central bank of Norway) the day before the Offeror subscribed for the relevant Shares, i.e. on 25 April 2022, which was NOK 9.0283 pr. 1 USD.

The Offer Price represents a discount of approximately 48 % compared to the closing price of NOK 1.17 per Share on 25 April 2022, the last trading day prior to the Announcement Date.

In the event the Company pays out any dividend or other distribution to its Shareholders, for which the record date occurs prior to the Settlement Date, the Offer Price will be reduced by the amount distributed per 5PG Share. In case of either a split or a reverse split of the 5PG Shares, effectuated prior to the Settlement Date, the Offer Price per 5PG Share shall be adjusted accordingly.

If the Offeror or any of its close associates acquire or have acquired Shares or rights to acquire Shares (in the open market or in privately negotiated transactions or otherwise) at a consideration higher than the Offer Price in the period between the Announcement Date and the expiry of the Offer Period, then the Offeror will increase the Offer Price to be at least equal to the highest consideration paid per Share during such period. Any such event and the consequences thereof will be communicated in accordance with section 1.13 "Announcements and Amendments of the Offer".

Subject to approval by Oslo Børs, the Offeror reserves the right to amend the Offer, including the Offer Price, in its sole discretion and in accordance with applicable rules and regulations at any time prior to expiry of the Offer Period, provided however that the Offeror may not amend the Offer in a manner which disadvantages the Shareholders, in accordance with the procedures set out in section 1.13 "Announcements and Amendments of the Offer".

1.7 Offer Period

The Offer Period is from and including 30 May 2022 to 27 June 2022 16:30 (Norwegian time).

The Offeror expressly reserves the right to approve Acceptances that are received after the expiration of the Offer Period within the limits of the duty to treat shareholders equally under section 6-10 (9) of the Norwegian Securities Trading Act.

The Offeror will after the end of the Offer Period issue a notification of the level of acceptance in the Offer in the manner described in section 1.13 "Announcements and Amendments to the Offer" below.

1.8 Acceptance of the Offer

In order for an 5PG Shareholder to accept the Offer, an Acceptance Form must be correctly filled in, signed and delivered to, and received by, the Receiving Agent prior to the end of the Offer Period. On the Acceptance Forms sent to the Shareholders information on shareholdings and certain other matters relating to the relevant Shareholder have already been filled in. The Acceptance Form also contains information regarding the settlement.

Settlement will be made in accordance with the description set out in section 1.10 "Settlement" below.

The Acceptance Form is enclosed as Appendix 1A (English version) and Appendix 1B (Norwegian version) to this Offer Document.

Acceptance Forms must be received by the Receiving Agent at the address below by means of post, hand delivery or e-mail:

Norne Securities AS
Street address: Jonsvollgaten 2
Postal address: Post box 7801, 5020 Bergen, Norway
Tel: +47 55 55 91 30
E-mail: aksept@norne.no
Web: www.norne.no

In order for a 5PG Shareholder to validly accept the Offer, the Acceptance Form must be signed by the 5PG Shareholder or its authorised attorney.

If the Acceptance Form is signed by a person acting on behalf of the 5PG Shareholder, evidence of the authority of such person to sign the Acceptance Form, e.g. an authorisation and/or a company certificate, must be delivered together with the Acceptance Form in order for the Acceptance to be valid.

All 5PG Shares to be acquired under the Offer must be transferred free of any encumbrances or other third-party rights whatsoever and with all shareholder rights attached to them. Any third party with registered encumbrances or other third-party rights over the relevant VPS account(s) must sign the Acceptance Form and thereby waive their rights to the Shares and approve the transfer of Shares to the Offeror free of any encumbrances.

Only by complying with the above instructions, will an Acceptance be valid.

The Offeror reserves the right to reject any Acceptance of the Offer which is not in proper form, or which may be unlawful. The Offeror also reserves the right, but shall in no event be obliged, to accept any Acceptance Form which is delivered after the expiry of the Offer Period and to treat an Acceptance of the Offer as valid although the Acceptance Form has not been properly completed or is not accompanied by the required evidence of authority or is received at a place other than as set out above. However, the Offeror will ensure due compliance with the duty to treat Shareholders equally under section 6-10 (9) of the Norwegian Securities Trading Act when exercising its discretion pursuant to the foregoing.

5PG Shareholders whose Shares are split between several VPS accounts will receive a separate Acceptance Form for each account and are required to submit a separate Acceptance Form for each account in order to accept the Offer for the Shares registered on each such account.

Any 5PG Shareholder whose 5PG Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such person if such 5PG Shareholder desires to accept the Offer for such 5PG Shares.

The Acceptance is irrevocable and cannot be withdrawn after receipt by the Receiving Agent.

By delivering a duly executed Acceptance Form, each Shareholder gives the Receiving Agent an irrevocable power of attorney to block the Shares to which the Acceptance Form relates in favour of the Receiving Agent. Shareholders may not sell, dispose, encumber or otherwise transfer to another VPS account the 5PG Shares tendered hereunder after the blocking has been established. Shareholders accepting the Offer will retain ownership of their 5PG Shares until Settlement of the Offer. All Shareholder rights shall, to the extent permitted under Norwegian law, be vested with the Shareholder until Settlement of the Offer.

By delivering a duly executed Acceptance Form, each Shareholder gives the Receiving Agent an irrevocable power of attorney to transfer such 5PG Shares to the Offeror upon completion of the Settlement. Settlement for the Shares will be made shortly prior to or simultaneously with the transfer of the 5PG Shares to the Offeror.

Unless otherwise specified, an Acceptance will comprise all of the Acceptant's 5PG Shares on the VPS account covered by the Acceptance. However, with respect to 5PG Shares registered on VPS accounts in the name of a broker, dealer, commercial bank, trust company or other nominee, the Acceptance will solely comprise the designated 5PG Shares on such VPS account that the Offer in fact has been accepted for by a 5PG Shareholder, and not other 5PG Shares registered on the same VPS account for which the Offer has not been accepted. The Acceptance also includes any Shares which are acquired or will be acquired and which are credited to the above VPS account until the Shares are debited from the Acceptant's VPS account and transferred to an escrow account in the name of the Receiving Agent, save for 5PG Shares on VPS accounts in the name of a broker, dealer commercial bank, trust company or other nominee not accepting the Offer.

In accordance with the Norwegian Securities Trading Act, the Receiving Agent must categorize all new customers in one of three customer categories. All 5PG Shareholders delivering the Acceptance Form and which are not existing clients of the Receiving Agent will be categorized as non-professional clients. For further information about the categorization, the 5PG Shareholder may contact the Receiving Agent. The Receiving Agent will treat the delivery of the Acceptance Form as an execution only instruction from the 5PG Shareholder to sell his/her 5PG Shares under the Offer, since the Receiving Agent is not in the position to determine whether the acceptance of the Offer and selling of 5PG Shares is suitable or not for the shareholder.

1.9 Shareholder Rights

5PG Shareholders accepting the Offer will not be able to sell, pledge or otherwise encumber the 5PG Shares covered by the Acceptance after the Shares have been blocked as described in section 1.8 “Acceptance of the Offer” above.

5PG Shareholders accepting the Offer will, however, remain owners of their 5PG Shares, including retaining their right to vote for their 5PG Shares and other shareholder rights, until Settlement pursuant to the Offer is completed (see section 1.10 “Settlement” below).

1.10 Settlement

The cash payment to the 5PG Shareholders who have accepted the Offer will be made as soon as reasonably possible, and no later than 14 calendar days after the expiry of the Offer Period. The latest date on which Settlement of the Offer will be made is 11 July 2022.

Settlement of the Offer will be made in NOK only. 5PG Shareholders tendering their 5PG Shares in the Offer are responsible for ensuring they can receive payment for their 5PG Shares in NOK and for any currency hedging or conversion arrangements they may have or wish to put in place.

The relevant settlement amount to each Acceptant will be transferred in NOK to the NOK account that at the time of Acceptance was registered in VPS as the account for payment of dividends to the relevant Shareholder.

For Shareholders who do not hold a bank account with a Norwegian bank, payment details for offshore payments must be included in the Acceptance Form in addition to the bank account number, the bank, IBAN, SWIFT/BIC or similar payment codes depending on the jurisdiction where the bank account is located. The Receiving Agent should be contacted by the Shareholder in this respect. Settlement for Shareholders who do not have a known bank account will be made upon further request and the Receiving Agent will endeavour to contact Shareholders who do not have a registered bank account in the VPS accounts or included account details in the acceptance form. To the extent they are not able to reach the Shareholders, the Receiving Agent will deposit the amounts for collection at a later stage.

If 5PG Shareholders hold 5PG Shares through brokers, banks, custodians, investment companies, investment managers, financial intermediaries or other nominees, and payment on Settlement is to be made in such nominee’s or intermediary’s account, they should contact such brokers, banks, custodians, investment companies, investment managers, financial intermediaries or other nominees for determining when and how payment will be credited to their accounts.

1.11 Financing of the Offer

The Offeror will finance the Offer through equity and existing loan facilities and has established a bank guarantee covering its obligation to pay for the Shares to be purchased pursuant to the Offer. Please refer to section 1.12 “Bank guarantee” below for a description of such bank guarantee.

1.12 Bank guarantee

The Offeror has, as required under the Norwegian Securities Trading Act section 6-10 (7), established a bank guarantee covering its obligation to pay for the Shares to be purchased pursuant to the Offer. The guarantee has been provided by Nordea Bank Abp, filial i Norge in the amount of NOK 64,820,086.28 (the guarantee amount divided by the 106,318,210 5PG Shares not already owned by the Offeror, being the Offer Price of NOK 0.60968 per Share) plus an amount equal to interest on late payment for a period of four weeks calculated from the due date of the settlement of the Offer, cf. the Norwegian Act on Interest on Overdue Payment. In accordance with section 6-6 of the Norwegian Securities Regulations, claims under the guarantee may be made in a period of four weeks from the latest date on which settlement of the Offer will be made in accordance with section 1.10 "Settlement" above. Claims under the guarantee may be made to the guarantor with suspensive effect. A copy of the guarantee text has been included in Appendix 2.

1.13 Announcements and Amendments to the Offer

Announcements issued by or on behalf of the Offeror regarding the Offer and/or this Offer Document will be deemed to have been made once they have been received by Oslo Børs and distributed through its electronic information system (www.newsweb.no). In this respect, the Offeror will have no obligation to publish, advertise or otherwise communicate any such announcement other than by making such release to Oslo Børs.

As further described in section 1.6 "Offer Price" above, the Offeror may make amendments to the Offer Price during the Offer Period once or several times. Any such amendment to the Offer Price must be approved by Oslo Børs.

Any Acceptance received by the Receiving Agent is binding even if the Offer Price is amended in accordance with the terms of this Offer Document. 5PG Shareholders who have already accepted the Offer in its original form or with previous amendments will be entitled to any benefits arising from such amendments.

1.14 Contact between the Offeror and the Company prior to the Offer

The Offeror and the Company negotiated and entered into a non-binding letter of intent and an exclusivity agreement about the Offeror's collaboration with, including investment in, the Company dated 7 May 2021 (however binding in terms of confidentiality etc), under which the Offeror was given access to a data room to carry out its limited due diligence review. After a few extensions of the abovementioned documents, the Investment Agreement was entered into, and has been and shall be performed as described in section 1.4 "Grounds for the Offer".

1.15 Impact on the Company's management and employees

The Offeror has no intention of making any changes to the Company's workforce following the completion of the Offer or other changes that would have legal, economic, or work-related consequences for the employees of the Company. To the extent measures are identified that may affect the employees of the Company following completion of the Offer, such measures will be communicated to employees and will be implemented in accordance with applicable laws and agreements.

As mentioned in section 1.5 "Other 5PG Shares-linked rights etc", Jon Goldman and David Alpert are associated with the Offeror and have already joined the Board. Mark Stanger, also associated with the Offeror, has taken on the position as interim CEO of the Company.

1.16 Plans for further operations and reorganizations

Through its strategic investment in the Company, the Offeror aims to build on the Company's interactive entertainment business to expand the reach of both companies in Europe and globally. the

Offeror and the Company's plan to work together to leverage the talent and experience of the existing executive team of the Company along with the Offeror's broad entertainment industry expertise and extensive IP library to identify, develop, and co-fund additional entertainment properties, with a focus on interactive games. The Offeror and the Company expect to develop original IP and work with creators from within the Nordics and throughout Europe and expand opportunities for both companies to connect with new fan, customer and investor networks. In the short term, the Offeror and the Company are negotiating several opportunities for the Company to serve as a co-funding and European distribution partner for certain interactive games that the Offeror is publishing.

There are no plans for reorganizations in the Company or the 5PG Group.

1.17 Benefits to the Board, management, key employees

No payments or other benefits of any kind, or prospects of such payments or benefits, have been made, nor will be made, by the Offeror or any of its affiliates to the directors or members of the management of the Company in connection with the Offer.

1.18 Legal consequences of the Offer

The Offeror is not aware of any consents or approvals required from governmental or regulatory authorities for the completion of the Offer.

Please refer to section 1.19 "No repeated offer obligation" regarding no repeated offer obligation, section 1.22 "Tax" for a description of such potential legal consequences of the Offer, and section 1.24 "Compulsory acquisition and de-listing of the 5PG Shares" for a description of the rules on compulsory acquisitions under Danish law.

1.19 No repeated offer obligation

No repeated offer obligation is applicable, as determined by the Danish Capital Markets Act.

1.20 Statements about the Offer

The Board has a duty under section 6-16 of the Norwegian Securities Trading Act to issue a statement on its assessment of the Offer's consequences in respect of the interest of the Company, including the effect, if any, of strategic plans by the Offeror noted in the Offer Document on the employees and the location of the Company's business as well as other factors of significance for assessing whether the Offer should be accepted by the Shareholders. Under section 6-16 of the Norwegian Securities Trading Act, such statement must be made public no later than one week prior to the expiry of the Offer Period.

Pursuant to section 6-16 fourth paragraph of the Norwegian Securities Trading Act, where an offer has been made by someone who is a member of the board of the Company or the offer has been made in concert with the board of the Company, Oslo Børs as take-over supervisory authority may decide that such statement shall be given by only parts of the board of directors of the Company or by an independent third-party. Oslo Børs has decided that BDO AS, as an independent third-party, shall provide such statement on behalf of the Board of the Company in connection with the Offer.

Moreover, the Company has an obligation to notify its employees under applicable law.

1.21 Costs

The Offeror will pay commissions and costs directly related to the VPS transactions in connection with the Offer. Accordingly, Acceptants will not incur any brokerage fees or other costs directly related to the VPS transactions in connection with the Offer. Any tax consequences or costs incurred by 5PG Shareholders for financial or legal advice, as well as any other costs in connection with the Offer, are the responsibility of each individual 5PG Shareholder and will not be paid by the Offeror.

1.22 Tax

Each 5PG Shareholder accepting the Offer is responsible for any tax liability arising as a result of the settlement and any related advisory costs. A general description of the tax implications of the Offer is included in section 4 “Tax Consequences”.

1.23 Acquisition of 5PG Shares outside the Offer

The Offeror reserves the right, and may exercise the right, to acquire 5PG Shares outside the Offer before, during and after the Offer Period, provided that such transactions comply with applicable laws and regulations.

If the Offeror or any of its close associates acquire or have acquired Shares or rights to acquire Shares (in the open market or in privately negotiated transactions or otherwise) at a consideration higher than the Offer Price in the period between the Announcement Date and the expiry of the Offer Period, then the Offeror will increase the Offer Price to be at least equal to the highest consideration paid per Share during such period. All 5PG Shareholders, including those who have already submitted an Acceptance Form, will be entitled to receive such higher consideration.

The Offeror will, to the extent required by law, publicly disclose purchases of 5PG Shares to 5PG Shareholders in accordance with the procedures described in section 1.13 “Announcements and Amendments of the Offer”.

1.24 Compulsory acquisition and de-listing of the 5PG Shares

If, after completion of the Offer, the Offeror holds more than 9/10 of the Shares and the voting rights in the Company, the Offeror has the right to initiate and complete a compulsory acquisition of the Shares held by all other shareholders pursuant to section 70 of the Danish Companies Act. In such case, all registered shareholders shall be requested to transfer their shares to the Offeror within a period of four weeks after the request and such request shall also be made by way of an announcement in the IT system of the Danish Business Authority. If a request for compulsory acquisition is made no later than three months after the expiry of the Offer Period the price shall be determined in accordance with the Danish Capital Markets Act, unless a minority shareholder requests that the price is determined by an expert in accordance with section 67 of the Danish Companies Act. The costs of such valuation by an expert shall be borne by the shareholder requesting the valuation, however, the court may decide that the costs are partly or fully to be borne by the Offeror if the valuation is higher than the price offered by the Offeror.

Pursuant to Oslo Rule Book II Section 2.11.2, any application for de-listing must be resolved by the shareholders meeting of the Company with the support of the same majority as is required to amend its articles of association and is subject to approval by Oslo Børs, which under the Danish Companies Act is a 2/3 majority. Oslo Børs may reject an application to delist the 5PG Shares, or it may decide on its own initiative to have the 5PG Shares delisted. In its handling of a de-listing application, Oslo Børs will take minority shareholder interests into consideration, and will not approve a de-listing if there remains a substantial number of minority shareholders and a de-listing is expected to be a significant disadvantage for such minority shareholders. Skybound does not expect to de-list the 5PG Shares.

1.25 Legal venue and choice of law

The Offer and Acceptance Form are governed by and will be interpreted in accordance with Norwegian law, except for any questions regarding the Offeror's obligation to make the Offer and any exemptions with respect to that obligation, which is governed by Danish law. Any disputes are subject to the exclusive jurisdiction of the courts of Norway, with the Oslo District Court as legal venue, except for any disputes regarding questions subject to Danish law which will be subject to the jurisdiction of the courts of Denmark.

1.26 Miscellaneous

Confirmation of receipt of Acceptance Forms or other documents will not be issued by or on behalf of the Offeror. No notification will be issued in the event of a rejection of an Acceptance Form that is incorrectly completed or received after the end of the Offer Period.

This Offer Document will be sent to all 5PG Shareholders registered in the Company's shareholders register in the VPS on 27 May 2022 to the addresses held on file at VPS, except for 5PG Shareholders in jurisdictions where this Offer Document may not be lawfully distributed. Further information on the Offer may be obtained from:

Norne Securities AS

Street address: Jonsvollgaten 2

Postal address: Post box 7801, 5020 Bergen, Norway

Tel: +47 55 55 91 30

E-mail: aksept@norne.no

Web: www.norne.no

2 FURTHER DESCRIPTION OF THE GROUP

2.1 Introduction

The following section contains a brief presentation of the 5PG Group and its operations. The information on the 5PG Group is based on the Company's public accounts and other material in the public domain. For a more detailed description of the Company, please refer to the Company's website:

<https://www.5thplanetgames.com>

Information may also be obtained through the annual reports or quarterly reports of the Company, or through other public information, such as the Company's latest listing prospectus:

<https://www.5thplanetgames.com/wp-content/uploads/2021/11/5PG-Prospectus-Final-Version-Signed-11-November-2021.pdf>.

The Offeror and its representatives disclaim any responsibility and liability as to the accuracy or completeness of the Offer Document in terms of the information on the Company.

2.2 Company description

Details on the Company, including its share capital, are in section 1.3 "The Company".

2.3 Briefly on the 5PG Group and its business

The Company is the parent company of the 5PG Group, consisting of 5th Planet Games Development ApS, Ivanoff Interactive A/S, and 5th Planet Games GmbH, all of which are 100%-owned and controlled by the Company.

The 5PG Group creates, develops and publishes interactive, cross-media entertainment content, including games and animated series, as based on intellectual property the Company owns or otherwise has access to. The games are casual mobile games and includes social media features. The Company operates within the global mobile games market. The free-to-play business model dominates the mobile games business and micro transactions within the game (ads and in-app purchases) are the key revenue drivers. Major channels are the Apple Store and Google Play.

As announced on 10 August 2021, the Offeror and the Company entered into the Investment Agreement. For details see section 1.4 "Grounds for the Offer". The collaboration encompasses also the entering into of agreements granting the Company certain co-publishing rights to Telltale's "The Walking Dead" Season 5 and to "Before Your Eyes".

2.4 Selected financial information

2.4.1 Introduction

The tables below include selected consolidated financial information for the 5PG Group from its annual report for 2021. The financial information has been prepared in accordance with IFRS (International Financial Reporting Standards). The data and other information in this section 2.4 "Selected Financial Information" is only a summary and should be read in conjunction with, and is qualified in its entirety by, the full report and associated statements, all available at www.5thplanetgames.com. All amounts are in DKK thousands.

2.4.2 Consolidated statement of income

DKK'000	Note	2021	2020
Revenue	4	4,809	2,848
Costs of sales		121	185
Gross Profit		4,688	2,663
Research and development costs	5	3,998	1,289
Marketing expenses		0	277
Other expenses	5	10,155	6,677
Loss before special items, depreciation and amortisation (EBITDA)		-9,465	-5,580
Special items	7	5,262	0
Depreciation and amortisation	12,13,14	339	0
Operating loss (EBIT)		-15,066	-5,580
Financial income	7	8,483	117
Financial expenses	9	98	830
Loss before tax		-6,681	-6,293
Tax on loss for the year	10	-78	-292
Loss for the year from continuing operations		-6,603	-6,001
Loss for the year from discontinued operations	28	-9,651	-8,248
Loss for the year		-16,254	-14,249
Other comprehensive income		0	-12
Comprehensive income		-16,254	-14,261
Distribution of comprehensive income:			
Parent company's shareholders		-16,254	-14,249
Non-controlling interests		0	-12
Total		-16,254	-14,261
Basic earnings per share:			
From Continued operations (DKK)	11	-0.058	-0.078
From discontinued operations (DKK)	11	-0.069	-0.107
Total DKK)		-0.127	-0.185
Diluted earnings per share:			
From Continued operations (DKK)	11	-0.058	-0.078
From discontinued operations (DKK)	11	-0.069	-0.107
Total DKK)		-0.127	-0.185

2.4.3 Consolidated statement financial position

DKK'000	Note	2021	2020
Non-current assets			
Acquired rights	12	1,814	0
Completed development projects	12	0	0
Plant and equipment	13	0	95
Right-of-use assets	14	0	733
Total non-current assets		1,814	828
Current Assets:			
Trade receivables	15	1,924	633
Income tax receivable	10	52	2,196
Other receivables		2,911	57
Accrual expenses		322	0
Derivative financial instruments	16	7,729	0
Cash		13,607	23,666
Total current assets		26,545	26,552
Total assets		28,359	27,380

EQUITY AND LIABILITIES

DKK'000	Note	2021	2020
Equity:			
Share capital		6,400	5,316
Reserves		0	0
Retained earnings		17,061	15,573
Total Equity	17	23,461	20,889
Non-current liabilities			
Lease liabilities	14	0	532
Other payables	17	930	1,488
Total non-current liabilities		930	2,020
Current liabilities			
Lease liabilities	14	0	251
Related parties		0	0
Received prepayments		0	86
Accrual income		572	0
Trade payables		1,746	1,374
Other payables	18	1,650	2,760
Total current liabilities		3,968	4,471
Total Liabilities		4,898	6,491
Total equity and liabilities		28,359	27,380

2.4.4 Consolidated statement changes in equity

DKK'000	Reserves					Total equity
	Share capital	Share premium	Convertible loan	Other reserves	Retained earnings	
Equity as at 01.01.2021	5,316	0	0	0	15,573	20,889
Net Loss					-16,254	-16,254
Other comprehensive income				0	0	0
Comprehensive income	0	0	0	0	-16,254	-16,254
Capital increase	1,084	8,484				9,568
Costs related to capital increase		-1,995				-1,995
Share-based payments					11,253	11,253
Transfer of reserves		-6,489			6,489	0
Transactions with owners	1,084	0	0	0	17,742	18,826
Equity as at 31.12.2021	6,400	0	0	0	17,061	23,461
Equity as at 01.01.2020	2,687	0	0	0	4,285	6,972
Net Loss					-14,249	-14,249
Other comprehensive income				0	-12	-12
Comprehensive income	0	0	0	0	-14,261	-14,261
Capital increases by:						
Loan conversation	379		-379			0
Right Issue	2,250	28,962				31,212
Convertible loans issued			1,675			1,675
Convertible loans repaid			-4,405			-4,405
Costs related to capital increase				-3,292		-3,292
Share-based payment					2,988	2,988
Transfer of reserves		-28,962	3,109	3,292	22,561	0
Transactions with owners	2,629	0	0	0	25,549	28,178
Equity as at 31.12.2020	5,316	0	0	0	15,573	20,889

2.4.5 Consolidated statement cash flows

DKK'000	Note	2021	2020
Loss before tax		-16,332	-16,383
Depreciation, amortisation and impairment losses		5,364	309
Share-based payments		4,360	2,988
Financial income, reversed		-8,484	-117
Financial expenses, reversed		135	894
Change in working capital		-4,523	673
Operating cash flow		-19,480	-11,636
Financial income, received		0	2
Financial expenses, paid		-135	-894
Income tax received		2,222	5,013
Cash flow generated from operations		-17,393	-7,515
Purchase of equipment		0	-34
Sale of right of use assets		544	0
Purchase of IP rights		-6,895	0
Cash flow from investing activities		-6,351	-34
Proceeds from cash capital increase		7,573	27,920
Proceeds convertible loan		0	1,675
Repayment convertible loan		0	-4,405
Purchase of IP rights financed by issue of warrants		6,895	0
Lease liabilities, repayment		-783	-235
Cash flow from financing activities		13,685	24,955
Total cash flow for the period		-10,059	17,406
Cash, beginning of period		23,666	6,272
Net foreign exchange difference		0	-12
Cash, end of period		13,607	23,666

2.5 Shareholders

As of 25 May 2022, the Company had 4582 Shareholders. The Company's 20 largest Shareholders registered in the VPS were as set out in the table below:

Investor	Number of shares	% of total	Type	Country
J.P. Morgan Securities LLC	57,807,373	35.2%	Nominee	United States
Nordnet Bank AB	6,506,103	4.0%	Nominee	Sweden
The Bank of New York Mellon SA/NV	4,970,084	3.0%	Nominee	Belgium
Nordnet Livsforsikring AS	3,890,684	2.4%	Ordinary	Norway
Danske Bank A/S	3,347,302	2.0%	Nominee	Denmark
UBS Switzerland AG	3,184,890	1.9%	Nominee	Switzerland
Nordea Bank Abp	2,988,979	1.8%	Nominee	Denmark
JPMorgan Chase Bank, N.A., London	2,777,039	1.7%	Nominee	United Kingdom
Avanza Bank AB	2,382,538	1.5%	Nominee	Sweden
ACCO AS	1,300,000	0.8%	Ordinary	Norway
Skandinaviska Enskilda Banken AB	1,260,306	0.8%	Nominee	Luxembourg
KBC Bank NV	1,099,026	0.7%	Nominee	Belgium
RADIC	1,080,325	0.7%	Ordinary	Norway
MARSTAL AS	1,040,000	0.6%	Ordinary	Norway
OHM	1,000,000	0.6%	Ordinary	Norway
TAANVEIG	1,000,000	0.6%	Ordinary	Norway
Citibank, N.A.	900,000	0.5%	Nominee	Ireland
EIKEN	900,000	0.5%	Ordinary	Norway
MØYSTAD	881,500	0.5%	Ordinary	Norway
THORVILDSEN	850,441	0.5%	Ordinary	Norway
Total number of shares owned by top 20	99,166,590	60.4%		
Total number of shares	164,125,583			

2.6 Board and management

The Board consists of the following persons:

- Jon Goldman, Chairman
- David Alpert, member
- Søren Kokbøl Jensen, member
- Henrik Nielsen, member

The management of the Company consists of the following persons:

- Mark Stanger, interim chief executive officer
- Peter Ekman, chief account officer
- Mogens Agger, vice president business development

As of 12 May 2022, the only person formally employed by the Company is Mark Stanger. The 5PG Group's remaining 3 employees are employed by the Company's subsidiaries.

See section 1.5 "Other 5PG Shares-linked rights etc" for an overview of warrants issued to the members of the Board.

3 FURTHER DESCRIPTION OF THE OFFEROR

Details on the Offeror, including its share capital, are in section 1.2 "The Offeror".

The Offeror, and its affiliates, is a multiplatform content group that works closely with creators and their intellectual properties, extending their stories to further platforms including comics, television, film, tabletop and video games, books, digital content, events, and beyond. The group is the home of notable properties including The Walking Dead, Invincible and Superfight.

The group holds strategic partnerships across the entertainment industry, and has the in-house capabilities to serve as publisher, producer, and global distributor for tabletop and video games. The group also houses a variety of unique creators and their IP. The Offeror is a publisher of interactive games.

4 TAX CONSEQUENCES

4.1 Introduction

The following is a summary of certain Norwegian tax considerations relevant to the disposal of 5PG Shares pursuant to the Offer. This summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to the 5PG Shareholders and does not address foreign tax laws. The summary does not discuss 5PG Shareholders which are partnerships or similar entities.

The summary is based on applicable Norwegian laws, rules and regulations as they exist as of the date of this Offer Document. Such laws, rules and regulations are subject to change, possibly on a retroactive basis. The summary is solely intended to provide general guidelines and does not address all aspects that may be relevant. The tax treatment of each 5PG Shareholder may depend on the individual 5PG Shareholder's specific situation and each 5PG Shareholder should consult his or her own tax advisor to determine the particular tax consequences for him or her and the applicability and effect of any Norwegian or foreign tax laws and possible changes in such laws.

Any reference to a "Norwegian shareholder" or a "foreign shareholder" in the summary below refers to the tax residency and not the nationality of such shareholder.

4.2 Tax consequences Norwegian shareholders

4.2.1 *Corporate entities that are 5PG Shareholders*

Norwegian "corporate shareholders" (limited companies and certain similar entities) are exempt from tax on capital gains derived from the realization of shares qualifying for the Norwegian participation exemption (Norwegian: fritaksmetoden), including the Shares. Losses upon the realization and costs incurred in connection with acquisition and realization of the Shares are not deductible for tax purposes.

Special rules apply for Norwegian corporate shareholders that cease to be tax-resident in Norway.

4.2.2 *Private individuals who are 5PG Shareholders*

A capital gain derived from realization of 5PG Shares by Shareholders who are Norwegian private individuals ("personal Shareholders") is taxable with an effective tax rate of 35.2% (2022) as the capital gains (less tax free allowance) shall be multiplied by 1.6 which are then included in the personal Shareholder's general income in the year of disposal, and taxed with a flat rate of 22% (2022). Any loss is similarly multiplied by 1.6 and deductible against general income.

The tax-free allowance for each Share is equal to the personal Shareholder's purchase price of the individual Share multiplied by a determined risk-free interest rate based on the effective interest on treasury bills (Norwegian: statskasseveksler) with three months maturity plus 0.5 percentage points, after tax, and is calculated on each individual Share, i.e., not on a portfolio basis. Any part of the calculated allowance one year exceeding the dividend distributed on the Share ("unused allowance") may be carried forward and set off against future dividends received on, or gains upon realization of the same Share. Any unused allowance will also be added to the basis of computation of the allowance on the same Share the following year. The deduction for any unused allowance in connection with the realization of a Share may not lead to or increase a deductible loss, i.e. any unused allowance exceeding the capital gain resulting from the realization of a Share will be annulled. The tax-free allowance is allocated solely to personal Shareholders holding shares at the end of the relevant calendar year. Personal Shareholders who transfer Shares under the Offer will thus not be entitled to deduct any calculated allowance related to 2022.

If the Shares sold by a personal Shareholder under the Offer have been acquired at different points in time, the Shares that were acquired first will be regarded as being realized first (the FIFO principle) for

the purpose of calculating the taxable gain or loss. Costs incurred in connection with acquisition or sale of Shares will be deductible in the year of sale.

Personal Shareholders may hold listed shares in companies resident within the EEA (including the Shares) on a share savings account (Norwegian:"aksjesparekonto"). Gain on shares owned through the share savings account is not immediately taxable (and losses not deductible). Instead, later withdrawals from the account (less a tax-free allowance) that exceeds the deposits made to the account is taxable at the effective rate of 35.2%. The tax-free allowance is calculated based on the lowest paid in deposit in the share savings account during the income year, plus any unused allowance from previous years. The tax-free allowance can only be deducted in order to reduce taxable income, and cannot increase or produce a deductible loss. Any excess allowance may be carried forward and set off against future withdrawals from the account.

4.3 Tax consequences for foreign shareholders

This section summarizes Norwegian tax rules relevant to foreign Shareholders. The extent of the tax liabilities of foreign Shareholders in their country of residence or other countries will depend on the tax rules applicable in such jurisdictions.

Capital gains upon the realisation of 5PG Shares by foreign corporate Shareholders are not subject to taxation in Norway, unless the shareholding is effectively connected to the conduct of trade or business in Norway.

Capital gains upon the realization of Shares by foreign personal Shareholders will not be subject to taxation in Norway unless the individual Shareholder holds the shares in connection with business activities carried out or managed from Norway. If the taxpayer has previously been a tax resident in Norway, an exit-tax on the shares could however, be applicable. Any applicable tax treaty may, depending on the treaty, further restrict the taxation in Norway.

Non-resident Shareholders are urged to seek advice from own tax advisors to clarify the tax consequences of accepting the Offer.

Appendix 1A: Acceptance Form (English version)

Return to:
 Norne Securities AS
 Post box 7801
 5020 Bergen, Norway
 Tel: +47 55 55 91 30
 E-mail: aksept@norne.no

Acceptance Form (Appendix 1A)

For use in accepting the Mandatory Offer by Skybound Game Studios, Inc. (the "Offeror") described in the Offer Document dated 27 May 2022 to purchase all issued and outstanding Shares in 5th Planet Games A/S ("5PG" or the "Company") that are not already owned by the Offeror. Capitalised terms used in this Acceptance Form shall have the same meaning as set out in, and be deemed to be construed in accordance with, the Offer Document. The terms of the Offer are set forth in the Offer Document, see section 1 ("The Offer") and in particular section 1.8 ("Acceptance of the Offer") of the Offer Document. Properly completed and signed Acceptance Forms may be sent by e-mail and post, or be hand delivered to the Receiving Agent at the address set out below.

Offer Price: NOK 0.60968 per Share.

Offer Period: From and including 30 May 2022 to 16:30 (Norwegian time) on 27 June 2022.

Shareholdings registered with the VPS:

The shareholder register of the Company maintained in the VPS as of 27 May 2022 shows:

VPS Account:	Number of Shares:	Bank account registered in VPS	Rights holder registered:

Acceptance deadline:

ACCEPTANCE MUST BE RECEIVED BY THE RECEIVING AGENT BY 16:30 (Norwegian time) ON 27 JUNE 2022. SHAREHOLDERS WITH 5PG SHARES DIVIDED BETWEEN SEVERAL VPS ACCOUNTS WILL RECEIVE AN ACCEPTANCE FORM FOR EACH ACCOUNT AND ARE REQUIRED TO SUBMIT A SEPARATE ACCEPTANCE FORM FOR EACH ACCOUNT IN ORDER TO ACCEPT THE OFFER FOR THE SHARES REGISTERED ON EACH SUCH ACCOUNT. THE OFFEROR RESERVES THE RIGHT TO REJECT ANY ACCEPTANCE OF THE OFFER WHICH IS NOT IN PROPER FORM, OR WHICH MAY BE UNLAWFUL, WITHIN THE LIMITS OF THE DUTY TO TREAT SHAREHOLDERS EQUALLY UNDER SECTION 6-10 (9) OF THE NORWEGIAN SECURITIES TRADING ACT. THE OFFEROR ALSO RESERVES THE RIGHT, BUT SHALL IN NO EVENT BE OBLIGED, TO ACCEPT ANY ACCEPTANCE FORM WHICH IS DELIVERED AFTER THE EXPIRY OF THE OFFER PERIOD AND TO TREAT AN ACCEPTANCE OF THE OFFER AS VALID ALTHOUGH THE ACCEPTANCE FORM HAS NOT BEEN PROPERLY COMPLETED OR IS NOT ACCOMPANIED BY THE REQUIRED EVIDENCE OF AUTHORITY OR IS RECEIVED AT A PLACE OTHER THAN AS SET OUT ABOVE.

Guidance:

- Unless otherwise specified, this Acceptance includes all the Shares stipulated in the box "Number of Shares" under "Shareholdings registered with the VPS" above, and any Shares which have been or will be acquired until the Shares are debited from the Acceptant's VPS account and transferred to an escrow account in the name of the Receiving Agent and which will be credited to the VPS account set out above.
- I/we accept that I/we may not sell, otherwise dispose, encumber or transfer to another VPS account, the 5PG Shares tendered hereunder. The Receiving Agent is irrevocably authorised to block the 5PG Shares on the above-mentioned VPS account in favour of the Receiving Agent on behalf of the Offeror.
- I/we accept that cash settlement will be made by crediting the bank account which is registered as the account for dividends on my/our VPS account. For Shareholders who do not hold a bank account with a Norwegian bank, payment details for offshore payments must be included in the Acceptance Form in addition to the bank account number, the bank, IBAN, SWIFT/BIC or similar payment codes depending on the jurisdiction where the bank account is located. The Receiving Agent should be contacted by the Shareholder in this respect. Settlement for Shareholders who do not have a known bank account will be made upon further request and the Receiving Agent will endeavour to contact Shareholders who do not have a registered bank account in the VPS accounts or included account details in the acceptance form. To the extent they are not able to reach the Shareholders, the Receiving Agent will deposit the amounts for collection at a later stage.
- The Receiving Agent is given irrevocable authorisation to debit my/our VPS-account, and to transfer the 5PG Shares tendered hereunder to the Offeror against payment of the Offer Price.
- Settlement of the Offer Price will be made in accordance with the procedures set forth in section 1.10 ("Settlement") of the Offer Document.
- As described in the Offer Document, the Offer cannot be accepted by Shareholders in restricted jurisdictions (see "Offer Restrictions"), and to the extent any Acceptance Forms are received from Shareholders in such restricted jurisdictions they will be disregarded. I/we confirm that my/our acceptance is not restricted according to the laws of the jurisdictions applicable to me/us.
- This acceptance will be treated as valid only if any rights holder (marked with a "Yes" under "Right holder registered" in the right box under "Shareholdings registered in the VPS" below) has consented to the sale and transfer of the Shares free of encumbrances or other third-party rights to the Offeror by signing this Acceptance Form under "Rights holder" below.
- In accordance with the Norwegian Securities Trading Act, the Receiving Agent must categorize all new customers in one of three customer categories. All shareholders delivering this Acceptance Form and which are not existing clients of the Receiving Agent will be categorized as non-professional clients. For further information about the categorization, the shareholder may contact the Receiving Agent. The Receiving Agent will treat the delivery of this Acceptance Form as an execution only instruction from the shareholder to sell his/her 5PG Shares under the Offer, since the Receiving Agent is not in the position to determine whether the acceptance of the Offer and selling of 5PG Shares is suitable or not for the shareholder.
- The Offer and this Acceptance Form are governed by and will be interpreted in accordance with Norwegian law, except for any questions regarding the Offeror's obligation to make the Offer and any exemptions with respect to that obligation, which is governed by Danish law. Any disputes are subject to the exclusive jurisdiction of the courts of Norway, with the Oslo District Court as legal venue, except for any disputes regarding questions subject to Danish law which will be subject to the jurisdiction of the courts of Denmark.
- If the Acceptance Form is signed by a person acting on behalf of the 5PG Shareholder, evidence of the authority of such person to sign the Acceptance Form, e.g. an authorisation and/or a company certificate, must be delivered together with the Acceptance Form in order for the Acceptance to be valid.
- Any 5PG Shareholder whose 5PG Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such person if such 5PG Shareholder desires to accept the Offer for such 5PG Shares.
- An Acceptance is irrevocable and cannot be withdrawn after receipt by the Receiving Agent.
- Shareholders accepting the Offer will retain ownership of their 5PG Shares until settlement of the Offer. All Shareholder rights shall, to the extent permitted under Norwegian law, be vested with the Shareholder until settlement of the Offer.

Acceptance:

My/our acceptance only applies to parts of my/our shareholdings in the Company: _____ shares (number of shares for partial acceptance)

By executing and delivering this Acceptance Form I/we represent and warrant that I/we have received the Offer Document and accept the Offer for all of my/our Shares in the Company in accordance with the terms of the Offer as set forth in the Offer Document.

Signature:

Place _____ Date _____ Signature* _____ Telephone daytime _____

* If signed by power of attorney, the power of attorney (and with respect to companies, Certificate of Registration or similar documentation) shall be enclosed. If signed by a person with signatory right, Certificate of Registration or similar documentation shall be enclosed.

If relevant, fill in non-VPS dividend bank account for cash settlement:

Payment to Shareholders who do not have a Norwegian bank account connected to their VPS account:

Fill in here: _____ and _____
 Bank account number/IBAN-number SWIFT/BIC-code

Rights holder:

If there is a registered rights holder on the VPS account, this will be marked with a YES in the box "Rights holder registered" above. As rights holder, the undersigned consents to the transfer of the Shares to the Offeror free of any encumbrances and any other third-party right whatsoever.

Place _____ Date _____ Rights holder's signature*** _____

*** If signed by power of attorney, the power of attorney (and with respect to companies, Certificate of Registration or similar documentation) shall be enclosed. If signed by a person with signatory right, Certificate of Registration or similar documentation shall be enclosed. If more than one rights holder is registered, each rights holder must sign.

Appendix 1B: Acceptance Form (Norwegian version)

Returneres til:
 Norne Securities AS
 Postboks 7801
 5020 Bergen, Norway
 Tel: +47 55 55 91 30
 E-mail: aksept@norne.no

Akseptblankett (Appendix 1B)

Til bruk ved aksept av det pliktede Tilbudet fra Skybound Game Studios, Inc. ("Tilbyder") beskrevet i Tilbudsdokumentet datert 27. mai 2022 om kjøp av alle utestående aksjer i 5th Planet Games A/S ("SPG" eller "Selskapet") som er og vil bli utstedt, som ikke allerede er eid av Tilbyder. Uttrykk med stor bokstav i denne Akseptblanketten, skal ha samme innhold, og tolkes på samme måte, som i Tilbudsdokumentet. Villkårene for Tilbudet er inntatt i Tilbudsdokumentet, se punkt 1 ("Tilbudet") og særlig punkt 1.8. ("Aksept av Tilbudet") i Tilbudsdokumentet. Riktig utfylte og signerte Akseptblanketter kan sendes pr. epost eller post, eller leveres personlig hos Norne Securities AS ("Oppgjørsagenten") på adressen som fremgår nedenfor.

Tilbudspris: NOK 0.60968 per Aksje.

Tilbudsperiode: Fra og med 30. mai 2022 til kl 16.30 (norsk tid) 27. juni 2022.

Aksejbeholdning registrert i VPS:

Selskapets aksjonærregister i VPS viser per 27. mai 2022:

VPS-konto:	Antall aksjer:	Bankkonto registrert i VPS:	Registrerte rettighetshavere:

Aksestfrist:

AKSEPT MÅ VÆRE MOTTATT HOS OPPGJØRSAGENTEN INNEN KL. 16.30 DEN 27. JUNI 2022. AKSJONERER MED SPG-AKSJER FORDELT PÅ FLERE VPS-KONTI VIL MOTTÅ EN AKSEPTBLANKETT FOR HVER KONTO OG VIL MÅTTE SENDE INN SEPARATE AKSEPTBLANKETTER FOR HVER KONTO FOR Å AKSEPTERE TILBUDET FOR AKSJER REGISTRERT PÅ HVER SLIK KONTO. TILBYDER FORBEHOLDER SEG RETTEN TIL Å AVVISE EVENTUELLE AKSEPTER SOM IKKE GIS I HENHOLD TIL INSTRUKSENE ELLER SOM ER ULOVLIGE INNENFOR GRENSENE FOR LIKEBEHANDLING AV AKSJONERER I HENHOLD TIL VERDIPAPIRHANDELLOVEN § 6-10 (9). TILBYDER FORBEHOLDER SEG OGSÅ RETTEN, MEN ER UNDER INGEN OMSTENDIGHET FORPLIKTET TIL Å GODTÅ, ENHVER AKSEPT SOM LEVERES ETTER TILBUDSPERIODENS UTLØP, OG TIL Å BEHANDLE EN AKSEPT AV TILBUDET SOM GYLDIG SELV OM AKSEPTBLANKETTEN IKKE ER RIKTIG UTFYLT, IKKE ER GITT MED NØDVENDIG DOKUMENTASJON PÅ FULLMAKT, ELLER ER LEVERT PÅ ET ANNET STED ENN ANGIT OVENFOR.

Veiledning:

- Med mindre noe annet uttrykkelig fremgår omfatter denne aksepten alle Aksjene inntatt i boksen "Antall aksjer" under "Aksjebeholdning registrert i VPS" ovenfor, samt Aksjer som har blitt eller blir ervervet frem til Aksjene er debiteret fra Aksjonærens VPS-konto og overført til en escrow-konto i Oppgjørsagentens navn, og som vil bli kreditert til VPS-kontoen indikert ovenfor.
- Jeg/vi aksepterer at jeg/vi ikke kan selge, eller på annen måte avhende, behefte eller overføre til annen VPS-konto, SPG-aksjene som aksepteres solgt i denne aksepten. Oppgjørsagenten har ugenkallelig tillatelse til å blokkere SPG-aksjene på ovennevnte VPS-konto til fordel for Oppgjørsagenten på vegne av Tilbyderen.
- Jeg/vi aksepterer at kontantoppjøret finner sted ved overføring til bankkontoen som er registrert som konto for utbytte på min/vår VPS-konto. Aksjonærer uten norsk bankkonto må oppgi betalingsinformasjon for utenlandsbetaling i denne Akseptblanketten, inkludert kontonummer, navn på bank, IBAN, SWIFT/BIC eller lignende betalingskode avhengig av i hvilken jurisdiksjon Aksjonærens bank holder til. Oppgjørsagenten bør kontaktes av Aksjonæren angående dette. Oppgjør til Aksjonærer som ikke har en kjent bankkonto gjennomføres på forespørsel. Oppgjørsagenten vil bestrebe å kontakte Aksjonærer som ikke har bankkonto tilknyttet sin VPS-konto eller som ikke har oppgitt betalingsinformasjon i denne Akseptblanketten. I den grad Oppgjørsagenten ikke er i stand til å nå Aksjonæren, vil Oppgjørsagenten deponere beløpet for innkreving på et senere tidspunkt.
- Oppgjørsagenten er gitt ugenkallelig tillatelse til å belaste min/vår VPS-konto, og til å overføre SPG-aksjene som tilbys til Tilbyderen mot betaling av Tilbudsprisen.
- Oppgjør av Tilbudsprisen vil gjennomføres i henhold til prosedyren beskrevet i punkt 1.10 ("Settlement") i Tilbudsdokumentet.
- Som det fremgår i Tilbudsdokumentet, kan Tilbudet ikke aksepteres av Aksjonærer i begrensede jurisdiksjoner (se "Tilbudsbegrensninger"), og Akseptblanketter som mottas fra Aksjonærer i slike begrensede jurisdiksjoner vil ikke bli tatt i betraktning. Jeg/vi bekrefter at min/vår aksept ikke er begrenset i henhold til loven i den jurisdiksjon som gjelder for meg/oss.
- Aksepten er bare gyldig dersom samtlige rettighetshavere (markert med JA under "Registrerte rettighetshavere" i boksen til høyre under "Aksjebeholdning registrert i VPS" nedenfor) har samtykket til at Aksjene selges og overføres til Tilbyder fri for heftelser eller andre tredjepartsrettigheter ved å signere denne Akseptblanketten under "Rettighetshaver" nedenfor.
- I henhold til den norske verdipapirhandelloven, må Oppgjørsagenten kategorisere alle nye kunder i én av tre kundekategorier. Alle Aksjonærer som leverer inn denne Akseptblanketten og som ikke er eksisterende kunder av Oppgjørsagenten vil kategoriseres som ikke-profesjonelle kunder. Aksjonæren kan kontakte Oppgjørsagenten for mer informasjon om denne kategoriseringen. Oppgjørsagenten vil anse innleveringen av denne Akseptblanketten kun som en instruks fra Aksjonæren om å selge hans/hennes SPG-aksjer i henhold til Tilbudet, siden Oppgjørsagenten ikke er i posisjon til å avgjøre hvorvidt aksepten av Tilbudet og salget av SPG-aksjer er hensiktsmessig for Aksjonæren.
- Tilbudet og denne Akseptblanketten er regulert av og skal tolkes i henhold til norsk lov, bortsett fra eventuelle spørsmål angående Tilbyders forpliktelse til å fremme Tilbudet, og eventuelle unntak med hensyn til denne forpliktelsen, som er underlagt dansk rett. Eventuelle tvister skal løses for norske domstoler, med Oslo tingrett som verneeting, bortsett fra eventuelle tvister som gjelder spørsmål underlagt dansk rett, og som vil løses for danske domstoler.
- Dersom en Akseptblankett er signert av en person som handler på vegne av en SPG-Aksjonær, må dokumentasjon på denne personens fullmakt til å signere Akseptblanketten, leveres sammen med Akseptblanketten for at Akseptblanketten skal være gyldig.
- Enhver SPG-aksjonær som har SPG-aksjer registrert i navnet til en megler, bank eller annen forvalter må kontakte slik person dersom SPG-aksjonæren ønsker å akseptere Tilbudet for slike SPG-aksjer.
- En Aksept er ugenkallelig å kan ikke tilbakekalles etter at den er mottatt av Oppgjørsagenten.
- Aksjonærer som aksepterer Tilbudet vil beholde eierskapet til sine SPG-aksjer inntil oppgjør i Tilbudet er gjennomført. Alle aksjonærrettigheter skal, i den grad det er tillatt etter norsk rett, tilfalle Aksjonæren inntil oppgjør i Tilbudet er gjennomført.

Aksept:

Min/vår aksept gjelder kun deler av min/våre aksjeposter i Selskapet: _____ aksjer (antall aksjer for delvis aksept)

Ved å fylle ut og sende inn denne Akseptblanketten, bekrefter jeg/vi at jeg/vi har mottatt Tilbudsdokumentet, og aksepterer Tilbudet for alle mine/våre Aksjer i Selskapet på de vilkår for Tilbudet som fremgår av Tilbudsdokumentet.

Signatur:

Sted _____ Dato _____ Signatur* _____ Telefon dagtid _____

* Hvis underskrevet i henhold til fullmakt, skal fullmakt (og for selskaper, firmaattest eller tilsvarende dokumentasjon) følge vedlagt. Hvis underskrevet av en person med signaturrett, skal firmaattest eller tilsvarende dokumentasjon vedlegges.

Dersom relevant, fyll inn bankkonto for kontantoppgjør:

Betaling til Aksjonærer som ikke har en norsk bankkonto knyttet til deres VPS-konto:

Fyll ut: _____ og _____
 Bankkontonummer/IBAN-nummer SWIFT/BIC-kode

Rettighetshaver:

Hvis det er en registrert rettighetshaver på VPS-kontoen, er dette markert med JA under "Registrerte rettighetshavere" ovenfor. Som rettighetshaver, samtykker undertegnede til at Aksjene overføres til Tilbyder fri for heftelser eller andre tredjepartsrettigheter.

Sted _____ Dato _____ Rettighetshavers signatur*** _____

*** Hvis signert i henhold til fullmakt skal fullmakt (og for selskaper, firmaattest eller tilsvarende dokumentasjon) følge vedlagt. Hvis signert av en person med signaturrett, skal firmaattest eller tilsvarende dokumentasjon vedlegges. Hvis det er registrert flere enn én rettighetshaver, må hver enkelt rettighetshaver signere.

Appendix 2: Form of mandatory offer guarantee**Nordea**

1(3)

TO: OSLO BØRS ASA

ON BEHALF OF THE SHAREHOLDERS OF 5TH PLANET GAMES A/S, A DANISH PUBLIC LIMITED LIABILITY COMPANY, WITH CVR NUMBER 33597142, AND WITH ITS REGISTERED ADDRESS AT GOTHERSGADE 11, 1123 KOBENHAVN K (THE "COMPANY")

CC:

SKYBOUND GAME STUDIOS, INC., A LIMITED LIABILITY COMPANY INCORPORATED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, WITH REGISTRATION NUMBER 201015810223, AND WITH ITS REGISTERED ADDRESS AT 9570 WEST PICO PLVD. LOS ANGELES, CA 90035, UNITED STATES OF AMERICA (THE "OFFEROR")

NORDEA BANK ABP, FILIAL I NORGE, A NORWEGIAN BRANCH OF A FOREIGN COMPANY, WITH ORGANIZATION NUMBER 920 058 817, AND WITH ITS REGISTERED ADDRESS AT ESSENDROPS GATE 7, 0368 OSLO, NORWAY (THE "GUARANTOR")

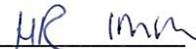
GUARANTEE NUMBER 00401-12-0039961

NOK 64,820,086.28 (nok sixty-four million eight hundred twenty thousand eighty-six and twenty-eight hundredths) (PRINCIPAL GUARANTEE AMOUNT)

BANK GUARANTEE ISSUED IN CONNECTION WITH THE MANDATORY OFFER TO PURCHASE ALL REMAINING SHARES IN 5TH PLANET GAMES A/S BY SKYBOUND GAMES STUDIOS, INC.

IN CONNECTION WITH THE MANDATORY OFFER BY THE OFFEROR FOR THE ACQUISITION OF ALL OF THE OUTSTANDING SHARES IN THE COMPANY NOT ALREADY OWNED BY THE OFFEROR (THE "SHARES"), IN ACCORDANCE WITH THE NORWEGIAN SECURITIES TRADING ACT 29 JUNE 2007 NUMBER 75 CHAPTER 6 (THE "OFFER") AND BASED ON THE OFFER DOCUMENT FOR THE OFFER DATED 27 MAY 2022 (THE "OFFER DOCUMENT") AND THE ACCEPTANCE FORM FOR THE OFFER AND AT THE REQUEST OF AND FOR THE ACCOUNT OF THE OFFEROR, NORDEA BANK ABP, FILIAL I NORGE UNCONDITIONALLY GUARANTEES AS FOR OUR OWN DEBT (IN NORWEGIAN: "SELVSKYLDNERGARANTI") AS SECURITY IN FAVOUR OF THE RESPECTIVE SHAREHOLDERS IN THE COMPANY ACCEPTING THE OFFER IN ACCORDANCE WITH THE TERMS PRESENTED IN THE OFFER DOCUMENT, THE PAYMENT IN ACCORDANCE WITH THE OFFER DOCUMENT OF NOK 0.60968 IN CASH PER SHARE (THE "OFFER PRICE") TO SHAREHOLDERS OF THE COMPANY WHO HAVE ACCEPTED THE OFFER IN ACCORDANCE WITH THE TERMS OF THE OFFER DOCUMENT.

OUR LIABILITY UNDER THIS GUARANTEE IS LIMITED TO THE PRINCIPAL GUARANTEE AMOUNT (AS DEFINED BELOW) PLUS STATUTORY DEFAULT INTEREST (CURRENTLY 8.5 PCT PER ANNUM) FOR LATE PAYMENT FOR A PERIOD OF UP TO FOUR WEEKS (THE



Nordea Bank Abp,
filial i Norge
Trade Finance

Postal address:
P.O. Box 1166 Sentrum
NO-0107 Oslo

Visiting address:
Essendrops gate 7,
Oslo

Tel
SWIFT
Email

+47 46931615
NDEANOKK
tfguarantee.no@nordea.com

Nordea Bank Abp, filial i Norge, Essendrops gate 7, PO box 1166 Sentrum, 0107 Oslo, Norway, 920058817 MVA (Norwegian Register of Business Enterprises)
Nordea Bank Abp, Helsinki, Finland, 2858394-9 (Finnish Patent and Registration Office)

Nordea

2(3)

"GUARANTEE PERIOD"), CALCULATED FROM THE DUE DATE OF THE SETTLEMENT OF THE OFFER. TO THE EXTENT THAT ANY DECISION TO CHANGE THE NORWEGIAN DEFAULT INTEREST IS ADOPTED WITHIN THE GUARANTEE PERIOD, SUCH CHANGED DEFAULT INTEREST IS COMPRISED BY THIS GUARANTEE.

AS USED IN THIS GUARANTEE, THE TERM "PRINCIPAL GUARANTEE AMOUNT" MEANS: NOK 64,820,086.28, WHICH IS EQUAL TO THE MAXIMUM AMOUNT PAYABLE BY THE OFFEROR FOR THE SHARES PURSUANT TO THE PRINCIPAL GUARANTEE AMOUNT DIVIDED BY THE 106,318,210 SHARES NOT ALREADY OWNED BY THE OFFEROR (BEING THE OFFER PRICE OF NOK 0.60968 PER SHARE).

CLAIMS UNDER THIS GUARANTEE MAY BE MADE ONLY AFTER THE DATE OF DUE PAYMENT IN ACCORDANCE WITH THE TERMS OF THE OFFER AND MUST BE RECEIVED BY US BEFORE 16:30 HOURS (OSLO TIME) ON 9 AUGUST 2022, AFTER WHICH TIME THIS GUARANTEE LAPSES, AND SHALL BE CONSIDERED NULL AND VOID, WHETHER IT IS RETURNED TO US AS GUARANTOR OR NOT.

CLAIMS UNDER THIS GUARANTEE MAY BE MADE IN WRITING TO THE GUARANTOR WITH SUSPENSIVE EFFECT:

NORDEA BANK ABP, FILIAL I NORGE, ESSENDROPS GATE 7, 0368 OSLO
ATTN: TRADE FINANCE DEPARTMENT

CLAIMS UNDER THIS GUARANTEE SHALL BE ACCOMPANIED BY:

(A) EVIDENCE THAT THE CLAIMANT, OR HIS ATTORNEY ACCOMPANIED BY A COPY OF A POWER OF ATTORNEY SHOWING THAT THE ATTORNEY IS ENTITLED TO SIGN UPON THE CLAIMANT, IS THE OWNER OF THE SHARES RELATING TO THE ACCEPTANCE (E.G. BY WAY OF A VPS TRANSCRIPT), AND CONFIRMATION FROM THE CLAIMANT'S ACCOUNT MANAGER THAT THE SHARES WILL BE TRANSFERRED TO THE OFFER OR FREE OF ANY CHARGE ET CETERA AS SOON AS PAYMENT HAS BEEN MADE,

(B) A STATEMENT BY THE CLAIMANT (I) OF NUMBER OF SHARES HELD BY IT, AND (II) THAT NO PAYMENT HAS BEEN RECEIVED FOR THE SHARES RELATING TO THE ACCEPTANCE; AND

(C) A COPY OF THE DULY COMPLETED ACCEPTANCE FORM.

SETTLEMENT WILL BE MADE AGAINST TRANSFER TO THE OFFEROR OF THE SHARES IN QUESTION.

PURSUANT TO SECTION 6-3 (2) CONFER SECTION 6-10 OF THE SECURITIES TRADING REGULATIONS OF 29 JUNE 2007 NO. 876 REGARDING INTER ALIA THE REQUIREMENTS FOR GUARANTEES IN RESPECT OF MANDATORY OFFERS,

Nordea Bank Abp,
filial i Norge
Trade Finance

Postal address:
P.O. Box 1166 Sentrum
NO-0107 Oslo

Visiting address:
Essendrops gate 7,
Oslo

Tel
SWIFT
Email

+47 46931615
NDEANOKK
tfguarantee.no@nordea.com

Nordea Bank Abp, filial i Norge, Essendrops gate 7, PO box 1166 Sentrum, 0107 Oslo, Norway, 920058817 MVA (Norwegian Register of Business Enterprises)
Nordea Bank Abp, Helsinki, Finland, 2856394-9 (Finnish Patent and Registration Office)

Nordea

3(3)

THE PRINCIPAL GUARANTEE AMOUNT MAY BE REDUCED AFTER EXPIRY OF THE ACCEPTANCE PERIOD OF THE OFFER, PROVIDED THAT OSLO BORS PERMITS IT.

THIS GUARANTEE SHALL HAVE A TERM FROM THE START OF THE ACCEPTANCE PERIOD IN THE OFFER AND UNTIL THE ABOVE STIPULATED DEADLINE FOR MAKING CLAIMS UNDER THE GUARANTEE.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH NORWEGIAN LAW. THE COURTS OF NORWAY SHALL HAVE EXCLUSIVE JURISDICTION OVER MATTERS ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTEE. COURT OF FIRST INSTANCE SHALL BE OSLO CITY COURT.

OSLO, 27 MAY 2022

FOR NORDEA BANK ABP, FILIAL I NORGE

Hilde Rye
AC 28516
Hilde Rye

I. M. Melle
Inger Mari Melle
AC 23710

Nordea Bank Abp,
filial i Norge
Trade Finance

Postal address:
P.O. Box 1166 Sentrum
NO-0107 Oslo

Visiting address:
Essendrops gate 7,
Oslo

Tel
SWIFT
Email

+47 46931615
NDEANOKK
tfguarantee.no@nordea.com

Nordea Bank Abp, filial i Norge, Essendrops gate 7, PO box 1166 Sentrum, 0107 Oslo, Norway, 920058817 MVA (Norwegian Register of Business Enterprises)
Nordea Bank Abp, Helsinki, Finland, 2858394-9 (Finnish Patent and Registration Office)



5th Planet Games A/S

Gothersgade 11
1123 Copenhagen K
Denmark



Skybound Game Studios, Inc.

9570 West Pico Plvd.
Los Angeles, CA 90035
United States of America

Receiving Agent:

NORNE
securities

Norne Securities AS

Jonsvollgaten 2
5011 Bergen
Norway
www.norne.no