



Riga, 22 September 2026

To Noteholders of the secured, guaranteed notes issued by Amber Beverage Group Holding S.à r.l. (the "Issuer"), with ISIN: LV0000870137 (the "Notes"):

NOTICE OF PROCEDURE IN WRITING FOR NOTES ISSUED BY AMBER BEVERAGE GROUP HOLDING S.À R.L.

This voting request for Procedure in Writing has been published in English and Latvian by the Trustee, by sending notification via Nasdaq CSD and publishing notice on Trustee's website: <https://blog.cscglobal.com/our-services/capital-markets-services/bond-news/>. The Trustee has submitted information to the Issuer and has requested to publish this information in accordance with the Terms and Conditions (as defined below) on Nasdaq Riga information system, as well as on the Issuer's website www.amberbev.com. Communication of this Notice by the Trustee via Nasdaq CSD and publication on the Trustee's website constitutes valid and effective communication to the Noteholders in accordance with the Terms and Conditions, and any failure or refusal by the Issuer to publish this Notice on the Nasdaq Riga information system or on its website shall not affect the validity or effectiveness of this Notice, of the Procedure in Writing or of any decision taken in it. In the event of any discrepancy between the English and the Latvian language versions of this Notice, the English language version shall prevail.



If you are an authorised nominee or if you otherwise are holding Notes on behalf of someone else on a Securities Account, please forward this notice to the Noteholder you represent as soon as possible. For further information, please see below under Section 6.3 (*Voting rights and authorisation*).

Key information

Record Date for being eligible to vote:	29 September 2026
Deadline for voting:	16.00 (EET, Riga time) on 6 October 2026 (subject to Clause 22.4.2 of the Terms and Conditions allowing to approve the Proposal before 6 October 2026 if requisite consents (voting) have been already received before 6 October 2026)
Majority requirement:	Consent of the Super Majority Noteholders (Noteholders who collectively hold in aggregate the Notes with the Nominal Value representing at least 2/3 (two thirds) of the aggregate Nominal Value of all outstanding Notes (other than the Issuer, its direct or indirect shareholders and Related Parties) – for Proposal (as defined below).

CSC (Sweden) AB acts as a Trustee (the “**Trustee**”) for the holders of the Notes (the “**Noteholders**”) in the above-mentioned bond issue LV0000870137 with an aggregated principal amount outstanding of EUR 30,000,000 issued by Amber Beverage Group Holding S.à r.l.

All capitalised terms used herein and not otherwise defined in this notice (the “**Notice**”) shall have the meanings assigned to them in the terms and conditions of the Notes, originally dated 21 April 2023 and as amended and/or restated from time to time (the “**Terms and Conditions**”).

On 21 September 2026, the Trustee received a written request (the “**Request**”) from Noteholders holding in aggregate at least 1/10 (one-tenth) of the aggregate Nominal Value of all outstanding Notes (other than the Notes held by the Issuer, its direct or indirect shareholders and the Related Parties) (the “**Requesting Noteholders**”) to instigate the Procedure in Writing in accordance with Clause 22 of the Terms and Conditions.

In order to seek the Noteholders’ authorisation to the BHC (as defined below) to provide instructions to the Collateral Agent on the approval or non-approval of the Plan and to grant the related authorisations set out in Section 2 (*Proposals to the Noteholders (“Proposal”)*) of this Notice, the Trustee, acting in its capacity as Trustee for the Noteholders under the Terms and Conditions and at the Request of the Requesting Noteholders, hereby instigates the procedure in writing (the “**Procedure in Writing**”) in accordance with Clause 22 of the Terms and Conditions. In accordance with Clause 22 of the Terms and Conditions, the Trustee has elected that the decision of the Noteholders be taken in a Procedure in Writing rather than at a Noteholders’ Meeting. The background to the Proposal is described in Section 1 (*Background and current*



situation) of this Notice.

NO DUE DILIGENCE CARRIED OUT IN CONNECTION WITH THIS PROCEDURE IN WRITING

Please note that no due diligence whatsoever (legal, financial, tax, environmental or otherwise) has been carried out by the Trustee or any of its advisers or any other person for the purposes of the Procedure in Writing or with respect to the Issuer or its assets, which is why this Notice does not contain any risk factors or other disclosures with respect to the Issuer or its assets that have been produced as a result of any such due diligence.

LIMITATION OF LIABILITY OF THE TRUSTEE

The Proposal is presented to the Noteholders by the Trustee (at the Request of the Requesting Noteholders) without any evaluation, advice or recommendations from the Trustee to the Noteholders whatsoever. The Trustee has not assessed the Proposal (and its effects, should it be adopted) from a legal, commercial, financial or any other perspective and makes no representation, warranty or undertaking, express or implied, as to the merits, fairness, reasonableness, enforceability, feasibility or likely outcome of the Proposal. The Trustee expressly disclaims any liability whatsoever related to the content of this Notice, the Proposal (and its effects, should it be adopted). The Trustee has assumed that any documentation and other evidence (if any) delivered to it pursuant to the Procedure in Writing is accurate, correct and complete, and may rely on the same without further enquiry. The Trustee shall be entitled to rely on the contents of any such documentation and shall not be liable for acting or refraining from acting in reliance thereon. The Noteholders should make their own independent assessment of the Proposal (and its effects) and are recommended to seek their own professional advice in order to independently evaluate whether the Proposal (and its effects) is acceptable or not. Neither the Trustee, nor any of its advisers has carried out any due diligence in connection with the Proposal and no party can guarantee any satisfactory outcome of the Proposal set out herein. The Trustee assumes no liability for any loss arising directly or indirectly from implementing the Proposal. Nothing in this Section limits or qualifies the Trustee's authority to instigate and conduct the Procedure in Writing under the Terms and Conditions, or the validity, effectiveness or binding nature of this Notice or of any decision taken in the Procedure in Writing.

PARTICIPATION IN THE PROCEDURE IN WRITING

Noteholders participate by completing and sending to the Trustee the voting form, attached hereto as Schedule 1 (the "**Voting Form**"), and, if the Notes are held in custody other than by Nasdaq CSD, the power of attorney/authorisation, attached hereto as Schedule 2 (the "**Power of Attorney**") or to the Trustee other sufficient evidence. Please contact the securities firm or credit institution you hold your Notes through if you do not know how your Notes are registered or if you need authorisation or other assistance to participate in the Procedure in Writing. The Trustee kindly asks the Noteholders to send their Voting Forms and, if applicable, any Power of Attorney by email to the Trustee as soon as possible upon receipt of this Notice after the occurrence of the Record Date (as defined below).

Both the voting form, attached hereto as Schedule 1 (the "**Voting Form**"), and, if the Notes are held in custody other than by Nasdaq CSD, the power of attorney/authorisation, attached hereto as Schedule 2 (the "**Power of Attorney**"), must be signed either by wet signature or qualified electronic signature within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation).

The Trustee must receive the Voting Form and, if applicable, any Power of Attorney no later than 16.00 (EET, Riga time) on 6 October 2026 (the "**Voting Deadline**"), either by mail, courier or email to the Trustee using the contact details set out in Section 6.6 (*Address for sending replies*) below. The Voting Deadline falls no earlier than the 10th (tenth) Business Day from the communication of this Notice to the Noteholders, as required by Clause 22.4.1 (e) of the Terms and Conditions; if and to the extent the Voting Deadline would otherwise fall earlier than the 10th (tenth) Business Day from such communication, the Voting Deadline shall automatically be extended to 16.00 (EET, Riga time) on that 10th (tenth) Business Day, and the Trustee shall announce the Voting Deadline so determined in the manner set out in Section 6.1 (*Decision procedure*).



Notwithstanding the foregoing, the Procedure in Writing may be concluded before the Voting Deadline if the requisite Super Majority Noteholders consents of the aggregate Nominal Value of all outstanding Notes (other than the Notes held by the Issuer, its direct or indirect shareholders and the Related Parties) have been received by the Trustee, in which case the Proposal shall be deemed adopted in accordance with Clause 22.4.2 of the Terms and Conditions and thus respective Section 6.2 (*Decision procedure*) and Section 4 (*Effective date*). Votes received after the Voting Deadline, or after the earlier adoption of the Proposal pursuant to this paragraph, shall be disregarded. A vote may be withdrawn or replaced only if a written withdrawal or replacement, identifying the Noteholder and the Notes concerned and signed in the manner required by this Notice, is received by the Trustee before the Voting Deadline or, if earlier, before the adoption of the Proposal pursuant to this paragraph.

To be eligible to participate in the Procedure in Writing, a person must fulfil the formal criteria for being a Noteholder or an authorised nominee at the end of 29 September 2026 (the “**Record Date**”), being the end of the 5th (fifth) Business Day after the publication of the announcement on the instigation of the Procedure in Writing as required by Clause 22.1.6 of the Terms and Conditions, and as further set out in Section 6.3 (*Voting rights and authorisation*). If the announcement on the instigation of the Procedure in Writing is published on a date other than 22 September 2026, the Record Date shall be the end of the 5th (fifth) Business Day after the actual date of such publication, and the Trustee shall announce the Record Date so determined in the manner set out in Section 6.1 (*Decision procedure*). This means that the person must be registered on a Securities Account with Nasdaq CSD, as an owner or authorised nominee with respect to one or several Notes. The Trustee shall be entitled to rely conclusively on any confirmations, account statements and/or other evidence issued by Nasdaq CSD, a custodian or other relevant intermediary, may request such further evidence of holding and of authority as it considers necessary, and shall not be required to investigate the chain of ownership beyond such evidence.

Further under Clause 22.1.7 of the Terms and Conditions the Trustee may, among other, prescribe further regulations regarding the Procedure in Writing. Pursuant to that Clause, the Trustee hereby prescribes that the regulations set out in this Notice, including in Sections 6 (*Procedure in Writing*) and 7 (*Representations and warranties of the Noteholders*) and in Schedules 1 and 2, shall apply to this Procedure in Writing, and that the Trustee may, by announcement made in the manner set out in Section 6.1 (*Decision procedure*), prescribe further regulations or clarify or correct any manifest error in this Notice, provided that no such regulation, clarification or correction shall shorten the period for replies below the minimum required under the Terms and Conditions or alter the substance of the Proposal.

IMPORTANT DATES

Record Date (for voting): 29 September 2026 (end of day, being the 5th Business Day after publication of the announcement on instigation)

Voting Deadline: 16.00 (EET, Riga time), 6 October 2026 (being no earlier than the 10th Business Day from Communication of this Notice, provided that, in accordance with Clause 22.4.2 of the Terms and Conditions, the Proposal may be approved before 6 October 2026 if the requisite consent (vote) has already been received before 6 October 2026)

1. Background and current situation

On 30 January 2026, the Issuer issued a public announcement that AS “Amber Latvijas balzams” (Reg.No.: 40003031873), a Guarantor under the Notes, on 30 January 2026 filed with the Riga City Court for legal protection proceedings (in Latvian: *tiesiskās aizsardzības process* or TAP). By a decision of the Riga City Court dated 5 February 2026, legal protection proceedings (TAP) were initiated for AS “Amber Latvijas balzams”.

On 15 April 2026, AS “Amber Latvijas balzams” submitted an application to the Riga City Court requesting an extension of the effects of the legal protection proceedings. By a decision of the Riga City Court dated 28 April 2026, the term of the effects of the initiation of the legal protection proceedings was extended until 5 August 2026, and the deadline for preparing and coordinating the legal protection proceedings measures plan was set until 6 October 2026, stipulating that the coordinated plan must be submitted to the court for approval no later than the day following the end of the specified coordination period.

“ZAB Ellex Kļaviņš” SIA, acting as the Collateral Agent under the Notes, has submitted to the Guarantor payment request to AS “Amber Latvijas balzams” in accordance with the guarantee of 14 April 2023 provided by AS “Amber Latvijas balzams”. The Collateral Agent is recognized in TAP as the Guarantor’s unsecured creditor.

On 5 August 2026, AS “Amber Latvijas balzams” submitted the legal protection proceedings measures plan (as amended, supplemented or otherwise revised from time to time, the “**Plan**”) to the Riga City Court and for consideration by the creditors of AS “Amber Latvijas balzams”. Discussions regarding the Plan are ongoing, and its provisions continue to be revised in the course of these discussions to secure the requisite quorum of creditors approvals required under applicable law.

Under the decision of the Riga City Court dated 28 April 2026, the coordination of the Plan must be completed by 6 October 2026 and the coordinated Plan must be submitted to the court for approval no later than the day following the end of that coordination period. A decision of the Noteholders is therefore required within that time frame in order to enable the Collateral Agent, in its capacity as a recognised creditor of the Guarantor in the legal protection proceedings, to state its position in respect of the Plan within the time limits set by the court.

The ad hoc committee of Noteholders referred to in this Notice (the “**BHC**”) was established, and the authorisations granted to it, by a decision of the Noteholders adopted by the Super Majority Noteholders in the procedure in writing instigated by the Trustee on 24 February 2026 with a voting deadline of 10 March 2026 (the “**BHC Decision**”). The BHC Decision was taken in accordance with Clause 22 of the Terms and Conditions, the result of that procedure in writing was recorded by the Trustee and announced to the Noteholders via Nasdaq CSD and on the Trustee’s website, and the BHC Decision has not been revoked, amended or set aside and remains in full force and effect. Any objection raised by the Issuer or by any other person to the establishment, composition, mandate or authority of the BHC does not affect the validity or binding effect of the BHC Decision, of this Notice or of any decision taken in this Procedure in Writing.

This Procedure in Writing seeks the Noteholders’ authorisation to the BHC to provide instructions to the Collateral Agent on the approval or non-approval of the Plan, and the granting of the related authorisations set out in Section 2 (*Proposals to the Noteholders* (“*Proposal*”)) of this Notice.

Under Clause 22.2.4 of the Terms and Conditions, the Noteholders may authorise the Trustee and, by way of the Proposal, the BHC to act on their behalf and to give instructions within the scope of the authorisations granted, without any further consent, approval or consultation with the Noteholders.

This Notice, the Proposal and the Procedure in Writing are governed by the Terms and Conditions. No consent, participation, countersignature or cooperation of the Issuer is required in order for the Procedure in Writing to be validly instigated and conducted, or for any decision taken in it to be valid, effective and binding on all Noteholders and on the Issuer in accordance with the Terms and Conditions.

Under Clause 20.6.1 of the Terms and Conditions, the Super Majority Noteholders shall vote for the approval of the Proposal. Under Clause 22 of the Terms and Conditions, decisions of the Noteholders may be taken at a Noteholders’ Meeting or in a Procedure in Writing at the choice of the Trustee.



2. Proposals to the Noteholders

In order to authorise BHC to provide instructions to the Collateral Agent on the approval or non-approval of the Plan and to grant the related authorisations, the Trustee, at the Request of the Requesting Noteholders and without any evaluation, advice or recommendation of its own, proposes that the Noteholders approve the following (together, the “**Proposal**”):

- 1) To authorise and to instruct BHC, at its own discretion, without any further consent, approval or consultation with the Noteholders, to decide on approval or non-approval of the Plan and instruct the Trustee to further instruct "ZAB Ellex Kļaviņš" SIA, acting as the Collateral Agent under the Notes, to take all actions necessary to give effect to the approval or, as the case may be, non-approval of the Plan, as decided by BHC. Any decision of the BHC to approve or not to approve the Plan shall require the unanimous approval of all members of the BHC. The Trustee is authorised to submit the decision to the Collateral Agent.
- 2) Based on Clause 22.2.4 of the Terms and Conditions, to authorise the Trustee without any further consent, approval or consultation with the Noteholders, to provide the Collateral Agent with any further instructions or clarifications relating to BHC authorisation and instruction regarding approval or non-approval of the Plan, and within the scope of the instructions set out therein.
- 3) To acknowledge the limitation of liability disclaimers set out in this Notice, including under the headings “NO DUE DILIGENCE CARRIED OUT IN CONNECTION WITH THIS PROCEDURE IN WRITING” and “LIMITATION OF LIABILITY OF THE TRUSTEE”.
- 4) For the avoidance of doubt, the Collateral Agent, when acting in accordance with the instructions received from the Trustee, shall be entitled to rely on the instructions as made in the best interests of the Noteholders, and shall benefit from, all protections and limitations of liability set out in the Terms and Conditions.

3. Request for approval and consent

The Requesting Noteholders hereby kindly ask the Noteholders to:

- 1) Approve and consent to the Proposal set out above, including to authorize as described in the Proposal;
- 2) authorise the Trustee to prepare and execute the record of votes received during the Procedure in Writing in accordance with Schedule 4 (*Protocol of the Procedure in Writing*) and acknowledge the limitation of liability disclaimers set out in this Notice, including under the headings "NO DUE DILIGENCE CARRIED OUT IN CONNECTION WITH THIS PROCEDURE IN WRITING" and “LIMITATION OF LIABILITY OF THE TRUSTEE”.

4. Effective date

The Proposal shall be deemed approved immediately upon expiry of the voting period and satisfaction of the requisite Super Majority Noteholders vote as set forth in Section 6.5 (*Majority*) **or earlier (as allowed under Clause 22.4.2 of the Terms and Conditions)**, when the requisite Super Majority Noteholders consents of the aggregate Nominal Value of all outstanding Notes (other than the Notes held by the Issuer, its direct or indirect shareholders and the Related Parties) have been received by the Trustee, whereby the Proposal will come into effect (the “**Effective Date**”).

The Issuer and the Trustee may agree to take any further action deemed necessary in order to implement the Proposal. For avoidance of doubt, this in any manner does not affect the validity of the Noteholder’s decision adopted under the Procedure in Writing.

5. Risk factors and other considerations relating to the Proposal

The proposals in Section 2 (*Proposal to the Noteholders (“Proposal”)*) contemplated by the Proposal entail certain risks and each Noteholder should carefully review the non-exhaustive list of risk factors and other



considerations set out in Schedule 3 (*Risk factors and other considerations relating to the Proposal*). The Trustee does not represent that the list of risk factors and other considerations are exhaustive.

6. Procedure in Writing

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

6.1 Final date to participate in the Procedure in Writing

The Trustee must have received the votes by mail, courier or email to the address indicated below no later than the Voting Deadline. Votes received after the Voting Deadline may be disregarded.

6.2 Decision procedure

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

When the requisite Super Majority Noteholders consents of the aggregate Nominal Value of all outstanding Notes (other than the Notes held by the Issuer, its direct or indirect shareholders and the Related Parties) have been received by the Trustee, **the Proposal shall be deemed to be adopted, even if the Voting Deadline has not yet occurred.**

Information about the decision taken in the Procedure in Writing will:

- (a) be sent by the Trustee in the form of a notification to the Noteholders via Nasdaq CSD; and
- (b) be published on the website of the Trustee, as well as,
- (c) the Trustee will request the Issuer to publish it on Nasdaq Riga information system, as well as on the Issuer's website www.amberbev.com.

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

6.3 Voting rights and authorisation

Anyone who wishes to participate in the Procedure in Writing must on the Record Date:

- (a) be registered on the Securities Account as a direct registered owner; or
- (b) be registered on the Securities Account as authorised nominee,

with respect to one or several Notes.

6.4 Notes registered with a nominee

If you are not registered as a direct registered owner as set forth in Section 6.3(a), but your Notes are held through a registered authorised nominee or another intermediary as set forth in Section 6.3(b), you may have two different options to influence the voting for the Notes:

- (a) you can ask the authorised nominee or other intermediary that holds the Notes on your behalf to vote in its own name as instructed by you; or
- (b) you can obtain a Power of Attorney (Schedule 2) from the authorised nominee or other intermediary and send in your own Voting Form based on the authorisation. If you hold your Notes through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the Securities Account, or from each intermediary in the chain of holders, starting with the intermediary that is registered in the Securities Account as authorised nominee or direct registered owner.

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



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

Notes owned by the Issuer, its direct or indirect shareholders and Related Parties do not entitle the holders to any voting rights and will not be taken into account in determining how many Notes are outstanding for the purposes of determining the quorum or voting in accordance with the Clauses of the Terms and Conditions.

6.5 Majority

Super Majority Noteholders (Noteholders who collectively hold in aggregate the Notes with the Nominal Value representing at least 2/3 (two thirds) of the aggregate Nominal Value of all outstanding Notes (other than the Issuer, its direct or indirect shareholders and Related Parties)) must consent to the Proposal in order for it to be approved.

6.6 Address for sending replies

Return the Voting Form, Schedule 1, and, if applicable, the Power of Attorney/Authorisation in Schedule 2 or other sufficient evidence, if the Notes are held in custody other than Nasdaq CSD, by regular mail, scanned copy by e-mail, or by courier to:

By regular mail:

CSC (Sweden) AB:

P.O. Box 16285, 103 25 Stockholm, Kingdom of Sweden

By courier:

CSC (Sweden) AB:

Attn: Sveavägen 9, 10th floor, 111 57 Stockholm, Kingdom of Sweden

By e-mail:

se.trustee@cscglobal.com

7. Representations and warranties of the Noteholders

By submitting the Voting Form, each Noteholder, nominee or other intermediary submitting such Voting Form on such Noteholder's behalf (as applicable) shall be deemed to agree, and acknowledge, represent, warrant and undertake, to the Issuer and the Trustee the following, with effect at the time of submitting the Voting Form and at the Voting Deadline (if a Noteholder, nominee or other intermediary submitting the Voting Form on a Noteholder's behalf (as applicable), is unable to make any such agreement or acknowledgement or give any such representation, warranty or undertaking, such Noteholder, nominee or other intermediary should immediately contact the Trustee):

- a) it is, as of the Record Date, the owner and/or holder (as applicable) of the Notes in respect of which it is submitting the Voting Form;
- b) it has not issued and will not issue an authorisation or power of attorney to vote with respect to the Notes in respect of which it is submitting the Voting Form (other than any Power of Attorney/Authorisation that relates to the Voting Form being submitted);
- c) it has received the Notice and has reviewed and accepts the distribution restrictions, terms, conditions and other considerations of the Proposal as described in the Notice, and it is assuming all the risks



inherent in the Proposal and has undertaken an appropriate analysis of the implications of the Proposal without any reliance on the Issuer, or the Trustee;

- d) any Voting Form or withdrawal instructions (if any) relating thereto constitutes clear and distinct instructions to the Trustee upon which the Trustee may rely without investigation;
- e) it has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities, and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any offer or acceptance in any jurisdiction and that it has not taken or omitted to take any action in breach of the terms of the Proposal or which will or may result in the Issuer, the Trustee or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Proposal;
- f) all authority conferred or agreed to be conferred pursuant to its acknowledgements, agreements, representations, warranties and undertakings, and all of its obligations shall be binding upon its successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, its death or incapacity;
- g) it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Procedure in Writing and the Proposal and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuer, the Trustee or any of their respective directors, employees or affiliates, or any other person in respect of such taxes and payments;
- h) it has had access to such financial and other information concerning the Notes, and has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers, as it deems necessary or appropriate in order to make an informed decision with respect to voting in respect of the Proposal, it is not relying on any communication (written or oral) made by any party involved in the Proposal or any such party's affiliates as constituting a recommendation to vote in respect of the Proposal, and it is able to bear the economic risks of participating in the Procedure in Writing and the Proposal;
- i) it is not a person to whom it is unlawful to make an invitation pursuant to the Proposal under applicable securities laws and it has (before submitting, or arranging for the submission on its behalf, as the case may be of the Voting Form in respect of the Notes it is voting) complied with all laws and regulations applicable to it for the purposes of its participation in the Procedure in Writing and the Proposal;
- j) it has full power and authority to exercise the voting rights pertaining to the Notes in respect of which it has voted for or against the Proposal;
- k) it owns, either as a direct owner or through a nominee, the Notes for which it has submitted the Voting Form; and
- l) the terms and conditions of the Proposal set out in this Notice shall be deemed to be incorporated in, and form a part of, the Voting Form, which shall be read and construed accordingly, and the information given by or on behalf of such Noteholder in the Voting Form is true in all respects.

8. Further Information

For further questions please see below.

To the Noteholders representative requesting Procedure in Writing:

Robus Capital Management
Mark Hoffmann
mh@robuscap.com

To the Trustee:



se.trustee@cscglobal.com.

Riga, 22 September 2026

**CSC (SWEDEN) AB
As Trustee**



Enclosed:

Schedule 1	Voting Form
Schedule 2	Power of Attorney/Authorisation
Schedule 3	Risk factors and other considerations relating to the Proposal
Schedule 4	Protocol of the Procedure in Writing



VOTING FORM

Schedule 1

For the Procedure in Writing with respect to secured, guaranteed notes issued by Amber Beverage Group Holding S.à r.l. (the "**Issuer**"), with ISIN: LV0000870137 (the "**Notes**").

The Trustee (on the basis of the proposal of the Noteholders representing at least 1/10 (one-tenth) of the aggregate Nominal Value of all outstanding Notes (other than the Notes held by the Issuer, its direct or indirect shareholders and the Related Parties)) proposes that the Noteholders approve the Proposal set out in the Notice for the Ad Hoc Committee (the "**BHC**") to act on behalf of the Noteholders, including by providing instructions to the Collateral Agent, "ZAB Ellex Kļaviņš" SIA, in connection with the TAP process and the Plan.

The undersigned Noteholder or authorised person/entity (the "**Voting Person**") votes either **For** or **Against** the Proposal by marking the applicable box below. If the Super Majority Noteholders requirement is not satisfied in the Procedure in Writing, the Trustee shall initiate a second Procedure in Writing, provided that the Proposal has not been withdrawn by those Noteholders representing at least 1/10 (one-tenth) of the aggregate Nominal Value of all outstanding Notes (other than the Notes held by the Issuer, its direct or indirect shareholders and the Related Parties) who requested the Trustee to instigate this Procedure in Writing. The undersigned Noteholder hereby confirms that this Voting Form shall, unless amended or withdrawn, constitute a vote also in a second Procedure in Writing (if any) with respect to the Proposal.

By submitting this Voting Form, the undersigned Noteholder, nominee or other intermediary submitting the Voting Form on the relevant Noteholder's behalf (as applicable) makes the agreements, acknowledgements, representations, warranties and undertakings set out in Section 7 (*Representations and warranties of the Noteholders*) of the Notice of Procedure in Writing dated 22 September 2026.

The BHC and the Trustee are hereby empowered, in accordance with the Proposal, to take all actions and enter into all necessary documentation required to implement the Proposal, in the event the Proposal is approved.

NOTE: If the Voting Person is not registered as Noteholder, the Voting Person must enclose a Power of Attorney/Authorisation, see Schedule 2.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Procedure in Writing dated 22 September 2026.

☐

For the Proposal

☐

Against the Proposal

Beneficial owner name:

Name of the Voting Person:

Capacity of the Voting Person:

Noteholder:

☐

¹

authorised person:

☐

²

Voting Person's reg.no/id.no
and country of incorporation/domicile:

Name and Securities Account number of custodian(s):
(if applicable)

¹ When voting in this capacity, no further evidence is required.

² When voting in this capacity, the person/entity voting must also enclose a Power of Attorney/Authorisation (Schedule 2) from the Noteholder or other proof of authorisation showing the number of votes held on the Record Date.



Nominal Value voted for (in EUR):

Contact person, daytime telephone number and e-mail

Address:

Authorised signature and Name ³

Place, date:

³ If the undersigned is not a Noteholder and has marked the box "authorised person", the undersigned – by signing this document – confirms that the Noteholder has been instructed to refrain from voting for the number of votes cast with this Voting Form.



POWER OF ATTORNEY/AUTHORISATION

Schedule 2

For the Procedure in Writing with respect to secured, guaranteed notes issued by Amber Beverage Group Holding S.à r.l. (the "**Issuer**"), with ISIN: LV0000870137 (the "**Notes**").

NOTE: *This Power of Attorney/Authorisation document shall be filled out if the Voting Person is not registered as Noteholder on the Securities Account, held with Nasdaq CSD. It must always be established a coherent chain of power of attorneys derived from the Noteholder, i.e. if the person/entity filling out this Power of Attorney/Authorisation in its capacity as "other intermediary", the person/entity must enclose its Power of Attorney/Authorisation from the Noteholder.*

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Procedure in Writing dated 22 September 2026.

Name of person/entity that is given authorisation to vote as per the Record Date:

Nominal Value (in EUR) the person/entity is authorised to vote for as per the Record Date:

Name of grantor of the authorisation:

We hereby confirm that the person/entity specified has the right to vote in the Procedure in Writing (and any second Procedure in Writing) for the Nominal Value set out above and that the person/entity has the rights to issue authorizations described in the Proposal.

We represent an aggregate Nominal Value of EUR _____

We are:

☐

Registered as authorized nominee on the Securities Account

☐

Registered as direct registered owner on the Securities Account

☐

Other intermediary and holds the Notes through (specify below):

Place, date: _____

Name: _____

Authorised signature of authorized nominee/direct registered owner/other intermediary



Risk factors and other considerations relating to the Proposal

Schedule 3

The purpose of this list of risk factors and considerations is to help Noteholders assess risks and key considerations related to the Proposal and the Procedure in Writing. The risk factors and considerations set out herein are not purported to be a comprehensive description of all risks related to the Issuer, the Notes or the Proposal and shall be read together with other public information regarding the risks related thereto, including but not limited to published financial reports and press releases of the Issuer, prospectuses prepared by the Issuer in relation to the listing of the Notes and other financial instruments of the Issuer as well as the Offering Memorandum. Terms defined herein shall have the meaning ascribed to them in the notice of Procedure in Writing.

Risks related to delegating broad powers to the BHC in connection with the TAP process

If the Proposal is approved, the BHC may be authorised and instructed to act on behalf of the Noteholders in relation to the Proposal, including by providing instructions to the Collateral Agent in connection with the TAP process and the Plan.

The scope of this authority may allow the BHC, on its own discretion, to make or communicate decisions on matters relating to the Proposal without a separate decision, direction or approval from each individual Noteholder. The actions taken within the scope of the authority may produce outcomes that some Noteholders do not support, and all Noteholders may be bound by the consequences under the Terms and Conditions.

Risks that the TAP outcome may not satisfy all Noteholders' interests

There can be no assurance that the Proposal, if approved or implemented, will result in an outcome that satisfies the interests or expectations of all Noteholders, or that the TAP process will achieve the recovery or other result anticipated by any particular Noteholder.

Tax consequences; responsibility to consult advisers

Noteholders should consult their own tax, accounting, financial and legal advisers regarding the suitability to themselves of the tax or accounting consequences of participating or declining to participate in the Procedure in Writing. Each Noteholder must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that participation in the Procedure in Writing is fully consistent with its objectives and condition, complies and is fully consistent with all internal policies, guidelines and restrictions applicable to it and is a fit, proper and suitable action for it. Noteholders may not rely on the Noteholders who initiated the Procedure in Writing, the Trustee or any of their respective affiliates in connection with the determination as to the legality of its participation in the Procedure in Writing or as to the other matters referred to above.

Responsibility for complying with the procedures of the Procedure in Writing

Noteholders are solely responsible for complying with all of the procedures for submitting Voting Forms. Neither the Issuer, nor the Trustee assumes any responsibility for informing Noteholders of irregularities with respect to Voting Forms.

Responsibility for information on the Issuer and the Notes

Noteholders are responsible for independently investigating the position of the Issuer and the nature of the Notes. Neither the Issuer, nor the Trustee assume any responsibility for informing Noteholders as to the position



of the Issuer, the nature of the Notes and/or the effects of the Proposal in connection with the Procedure in Writing.

Binding decision

If the Proposal is approved through the Procedure in Writing, the Proposal will be binding on all Noteholders, including those Noteholders who do not consent to the Proposal or who do not participate in the Procedure in Writing.

Responsibility for assessing the merits of the Proposal

Each Noteholder is responsible for assessing the merits of the Proposal. Neither the Issuer, nor the Trustee has made or will make any assessment of the merits of the Proposal or of the impact of the Proposal on the interests of the Noteholders either as individuals or collectively.



Protocol of the Procedure in Writing

Schedule 4

CSC (Sweden) AB

Registration No. 556625-5476

Type of Noteholder's meeting: Procedure in Writing

Date: From ____ to ____

Location: Remote

1. ATTENDANCE

Total Principal Amount of Notes: _____

Principal Amount of Notes participating in the voting: _____

2. VOTING RESULTS

Principal Amount of Notes voting **FOR** the Proposal: _____

Principal Amount of Notes voting **AGAINST** the Proposal: _____

3. RESOLUTION

Based on the voting results, the Trustee announces that the Proposal was:

☐ **ACCEPTED**

☐ **DENIED**

4. CERTIFICATIONS

The Trustee hereby certifies that this protocol constitutes a true and accurate record of votes received during the Procedure in Writing.

CSC (Sweden) AB, the Trustee

Name:

Date:

Name:

Date: