

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **November 27, 2024**

**FALCON'S BEYOND GLOBAL, INC.**  
(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**001-41833**

(Commission File Number)

**92-0261853**

(IRS Employer  
Identification No.)

**1768 Park Center Drive  
Orlando, FL 32835**

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(407) 909-9350**

**N/A**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Class A common stock, par value \$0.0001 per share	FBYD	The Nasdaq Stock Market LLC
Warrants to purchase 1.034999 shares of Class A common stock, at an exercise price of \$11.50 per share	FBYDW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

### Item 1.01 Entry Into a Material Definitive Agreement

The information in this Current Report on Form 8-K (this “Report”) set forth under Item 2.03 is incorporated herein by reference.

### Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant

#### *Third Amendment to Katmandu Ventures Loan Agreement*

On November 27, 2024, the Falcon’s Beyond Global, Inc. (the “Company”), through Falcon’s Beyond Global, LLC (“Falcon’s OpCo”), entered into a third amendment to the Katmandu Ventures Loan Agreement (the “Third Amendment to Katmandu Ventures Loan Agreement”) with Katmandu Ventures, LLC (“Katmandu Ventures”), a greater than 10% shareholder of the Company, and FAST Sponsor II LLC (“FAST Sponsor”). The Third Amendment to Katmandu Ventures Loan Agreement amends the term loan agreement, dated March 28, 2024, as amended June 14, 2024 and October 18, 2024, between Falcon’s OpCo and Katmandu Ventures and FAST Sponsor (the “Katmandu Ventures Loan Agreement”).

The Third Amendment to Katmandu Ventures Loan Agreement amends the repayment schedule, amends the maturity date to February 28, 2025, and increases the interest rate from and after November 16, 2024 to accrue at a fixed rate of 11.75% per annum, and makes the loan immediately due and payable within five business days upon the receipt of funds from the completion of an asset sale or upon the receipt of third-party financing.

#### *Third Amendment to Universal Kat Loan Agreement*

On November 27, 2024, the Company, through Falcon’s OpCo, entered into a third amendment to the Universal Kat Loan Agreement (the “Third Amendment to Universal Kat Loan Agreement”) with FAST Sponsor. The Third Amendment to Universal Kat Loan Agreement amends the term loan agreement, dated March 22, 2024, as amended June 14, 2024 and October 18, 2024, between Falcon’s OpCo and FAST Sponsor (the “Universal Kat Loan Agreement”).

The Third Amendment to Universal Kat Loan Agreement amends the repayment schedule, amends the maturity date to February 28, 2025, increases the interest rate from and after November 16, 2024 to accrue at a fixed rate of 11.75% per annum, and makes the loan immediately due and payable within five business days upon the receipt of funds from the completion of an asset sale or upon the receipt of third-party financing. If the asset sale transaction is not completed on or before January 31, 2025, then the lenders will be paid \$250,000, and if the asset sale is not completed on or before February 28, 2025, then the lenders will be paid an additional \$250,000.

The foregoing descriptions of the Third Amendment to Katmandu Ventures Loan Agreement and Third Amendment to Universal Kat Loan Agreement do not purport to be complete and are qualified in their entirety by reference to the respective agreements, copies of which are filed as Exhibits 10.1 and 10.2, respectively, to this Report and are incorporated herein by reference.

### Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
10.1*	<a href="#">Third Amendment to Katmandu Loan Agreement, dated as of November 27, 2024, entered into by and among Falcon’s Beyond Global, LLC, Katmandu Ventures, LLC and FAST Sponsor II LLC.</a>
10.2*	<a href="#">Third Amendment to Universal Kat Loan Agreement, dated as of November 27, 2024, entered into by and among Falcon’s Beyond Global, LLC, Universal Kat Holdings, LLC and FAST Sponsor II LLC.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

\* Schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Company agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 27, 2024

**FALCON'S BEYOND GLOBAL, INC.**

By: /s/ Bruce A. Brown

Name: Bruce A. Brown

Title: Chief Legal Officer & Corporate Secretary

THIRD AMENDMENT TO LOAN AGREEMENT

This THIRD AMENDMENT TO LOAN AGREEMENT, dated as of November 27, 2024 (this “Third Amendment”) is entered into by and among Falcon’s Beyond Global, LLC, a Delaware limited liability company (the “Borrower”), Katmandu Ventures, LLC, a Florida limited liability company (the “Lender”), and FAST Sponsor II, LLC, a Delaware limited liability company and the assignee of a portion of the principal and interest borrowed thereunder (“FAST Sponsor”). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Loan Agreement referred to below.

RECITALS

WHEREAS, the Borrower and Lender entered into that certain Loan Agreement, dated March 28, 2024, which provided for a loan in the principal amount of approximately \$7.2 million (as amended by the First Amendment, dated June 14, 2024, and the Second Amendment, dated October 18, 2024, the “Loan Agreement”);

WHEREAS, Lender and FAST Sponsor entered into that certain Assignment of Indebtedness to assign all of Lender’s right, title, and interest in and to an amount of \$6,676,890 outstanding under the Loan Agreement, representing \$6,316,977 in principal and \$359,913 in interest, pursuant to that certain Equity and Debt Exchange Agreement, dated June 14, 2024 by and between Lender and FAST Sponsor; and

WHEREAS, the Borrower has requested that the Lender and FAST Sponsor make certain amendments to the Loan Agreement and Lender and FAST Sponsor have agreed to make such amendments, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the conditions set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendments to the Loan Agreement. Effective as of the date hereof, subject to the terms and conditions set forth herein, and in reliance upon the representations and warranties set forth herein, the Loan Agreement is hereby amended as follows:

(a) Section 1(b) of the Loan Agreement is hereby amended and restated in its entirety as follows:

“(b) Repayment. The Borrower shall repay the outstanding balance of the Loan according to the Schedule A attached hereto, and the Loan shall become due and payable, on February 28, 2025 (the “Maturity Date”).”

(b) Section 1(c) of the Loan Agreement is hereby amended and restated in its entirety as follows:

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“(c) Interest. The interest on the Loan shall accrue at a fixed rate of 8.875% per annum from and after the Funding Date until November 15, 2024 and shall be calculated on the basis of the actual number of days elapsed and a year of 360 days. From and after November 16, 2024, the interest on the Loan shall accrue at a fixed rate of 11.75% per annum and shall be calculated on the basis of the actual number of days elapsed and a year of 360 days. The interest shall be due and payable at the earlier of (i) the prepayment date of the Loan pursuant to Section 1(d), and (ii) the Maturity Date.”

(c) Section 1(d) of the Loan Agreement is hereby amended and restated in its entirety as follows:

“(d) Prepayment. (i) The Borrower may voluntarily prepay the Loan in whole or in part without premium or penalty. Prior to effecting any prepayment of the Loan, the Borrower shall give the Lender at least five Business Days’ prior written notice of the Borrower’s intent to prepay all or any part of the Loan, which notice shall specify the amount of such prepayment. As used herein, “Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in New York. (ii) The Loan shall be immediately due and payable within five business days after (x) the date upon which Borrower receives cash proceeds as the result of an debt or equity fundraising transaction with one or more third parties resulting in net proceeds to the Borrower of \$10 million or more, or (y) the date upon which the Borrower receives a distribution of funds from Producciones de Parques, S.L. as a result of an asset transaction.”

(d) Schedule A is hereby amended and restated in its entirety as attached to this Third Amendment.

(e) The amendments to the Loan Agreement are limited to the extent specifically set forth in this Third Amendment and no other terms, covenants or provisions of the Loan Agreement are intended to be affected hereby.

2. Acknowledgement and Confirmation. Borrower hereby (a) consents to this Third Amendment and agrees that this Third Amendment shall not limit or diminish the obligations of Borrower under, or release Borrower from any obligations under the Loan Agreement (as amended pursuant to this Third Amendment), (b) confirms and reaffirms its obligation under the Loan Agreement (as amended pursuant to this Third Amendment), (c) agrees that the Loan Agreement (as amended pursuant to this Third Amendment) remains in full force and effect and is hereby ratified and confirmed.

3. Representations and Warranties. To induce the Lender and FAST Sponsor to enter into this Amendment, Borrower represents and warrants to the Lender and FAST Sponsor that:

(a) Organization; Powers. The Borrower is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a material adverse effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

(b) No Event of Default. No Event of Default will exist immediately after giving effect to this Third Amendment.

(c) Authorization; Enforceability. This Third Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

*[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be duly executed and delivered as of the date and year first written above.

FALCON'S BEYOND GLOBAL, LLC,  
as the Borrower

By: /s/ Cecil D. Magpuri

Name: Cecil D. Magpuri

Title: Chief Executive Officer

[SIGNATURE PAGE TO THIRD AMENDMENT TO LOAN AGREEMENT]

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KATMANDU VENTURES, LLC,  
as the Lender

By: /s/ Jill Markey

Name: Jill Markey

Title: Manager

FAST SPONSOR II, LLC

By: FAST SPONSOR II MANAGER, LLC,  
Its Manager

By: /s/ Garrett Schreiber

Name: Garrett Schreiber

Title: Sole Member

[SIGNATURE PAGE TO THIRD AMENDMENT TO LOAN AGREEMENT]

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THIRD AMENDMENT TO LOAN AGREEMENT

This THIRD AMENDMENT TO LOAN AGREEMENT, dated as of November 27, 2024 (this “Third Amendment”) is entered into by and among Falcon’s Beyond Global, LLC, a Delaware limited liability company (the “Borrower”), and FAST Sponsor II, LLC, a Delaware limited liability company (the “Lender”). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Loan Agreement referred to below.

RECITALS

WHEREAS, the Borrower and Universal Kat Holdings, LLC entered into that certain Loan Agreement, dated March 22, 2024, which provided for a one-year \$1,250,000 term loan (as amended by the First Amendment, dated June 14, 2024, and the Second Amendment, dated October 18, 2024, the “Loan Agreement”);

WHEREAS, Universal Kat Holdings, LLC and Lender entered into that certain Equity and Debt Exchange Agreement, dated as of June 14, 2024, and that certain Assignment of Indebtedness, dated June 14, 2024 to assign all of Universal Kat Holdings LLC’s right, title, and interest in and to the Loan Agreement from Universal Kat Holdings, LLC to Lender; and,

WHEREAS, the Borrower has requested that the Lender make certain amendments to the Loan Agreement and Lender has agreed to make such amendments, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the conditions set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendments to the Loan Agreement. Effective as of the date hereof, subject to the terms and conditions set forth herein, and in reliance upon the representations and warranties set forth herein, the Loan Agreement is hereby amended as follows:

(a) Section 1(b) of the Loan Agreement is hereby amended and restated in its entirety as follows:

“(b) Repayment. The Borrower shall repay the outstanding balance of the Loan according to the Schedule A attached hereto, and the Loan shall become due and payable, on February 28, 2025 (the “Maturity Date”).”

(b) Section 1(c) of the Loan Agreement is hereby amended and restated in its entirety as follows:

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“(c) Interest. The interest on the Loan shall accrue at a fixed rate of 8.875% per annum from and after the Funding Date until November 15, 2024 and shall be calculated on the basis of the actual number of days elapsed and a year of 360 days. From and after November 16, 2024, the interest on the Loan shall accrue at a fixed rate of 11.75% per annum and shall be calculated on the basis of the actual number of days elapsed and a year of 360 days. The interest shall be due and payable at the earlier of (i) the prepayment of the Loan pursuant to Section 1(d) and (ii) the Maturity Date.”

(c) Section 1(d) of the Loan Agreement is hereby amended and restated in its entirety as follows:

“(d) Prepayment. (i) The Borrower may voluntarily prepay the Loan in whole or in part without premium or penalty. Prior to effecting any prepayment of the Loan, the Borrower shall give the Lender at least five Business Days’ prior written notice of the Borrower’s intent to prepay all or any part of the Loan, which notice shall specify the amount of such prepayment. As used herein, “Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in New York. (ii) The Loan shall be immediately due and payable within five business days after (x) the date upon which Borrower receives cash proceeds as the result of an debt or equity fundraising transaction with one or more third parties resulting in net proceeds to the Borrower of \$10 million or more, or (y) the date upon which the Borrower receives a distribution of funds from Producciones de Parques, S.L. as a result of an asset transaction (the “Tenerife Sale”). If the Tenerife Sale is not completed on or before January 31, 2025, then the Commitment shall be increased by \$250,000. If the Tenerife Sale is not completed on or before February 28, 2025, then the Commitment shall be increased by an additional \$250,000.”

(d) Schedule A is hereby amended and restated in its entirety as attached to this Third Amendment.

(e) The amendments to the Loan Agreement are limited to the extent specifically set forth in this Third Amendment and no other terms, covenants or provisions of the Loan Agreement are intended to be affected hereby.

2. Acknowledgement and Confirmation. Borrower hereby (a) consents to this Third Amendment and agrees that this Third Amendment shall not limit or diminish the obligations of Borrower under, or release Borrower from any obligations under the Loan Agreement (as amended pursuant to this Third Amendment), (b) confirms and reaffirms its obligation under the Loan Agreement (as amended pursuant to this Third Amendment), (c) agrees that the Loan Agreement (as amended pursuant to this Third Amendment) remains in full force and effect and is hereby ratified and confirmed.

3. Representations and Warranties. To induce the Lender to enter into this Third Amendment, Borrower represents and warrants to the Lender that:

(a) Organization; Powers. The Borrower is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a material adverse effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

(b) No Event of Default. No Event of Default will exist immediately after giving effect to this Third Amendment.

(c) Authorization; Enforceability. This Third Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

*[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be duly executed and delivered as of the date and year first written above.

FALCON'S BEYOND GLOBAL, LLC,  
as the Borrower

By: /s/ Cecil D. Magpuri

Name: Cecil D. Magpuri

Title: Chief Executive Officer

[SIGNATURE PAGE TO THIRD AMENDMENT TO LOAN AGREEMENT]

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FAST SPONSOR II, LLC,  
as the Lender

By: /s/ Garrett Schreiber  
Name: Garrett Schreiber  
Title: Sole Member

[SIGNATURE PAGE TO THIRD AMENDMENT TO LOAN AGREEMENT]

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