Denna kallelse till obligationsinnehavarna är endast utformad på engelska. (En. This notice to the Bondholders is available only in English).

Schwanewede, 2 September 2026

To the Bondholders in:

ISIN: NO0012713520 – Booster Precision Components Holding GmbH up to EUR 60,000,000 Senior Secured Callable Floating Rate Bonds 2022/2026

NOTICE OF WRITTEN PROCEDURE

This voting request for procedure in writing will be sent via Verdipapirsentralen ASA (Euronext Securities Oslo) (reg no 985 140 421) (the "CSD") on 2 September 2026 to persons registered in the Securities Account with the CSD as holders of the Bonds (as defined below). This voting request has also been published on the websites of the Issuer and the Agent (each as defined below), in accordance with the terms and conditions of the Bonds originally dated 25 November 2022 (as amended and/or amended and restated from time to time) (the "Terms and Conditions").

Key information:

Record Date for being eligible to vote:	8 September 2026
Deadline for voting:	14.00 (CEST) 22 September 2026
Quorum requirement:	At least 20 per cent. of the Adjusted Nominal Amount
Majority requirement:	At least sixty-six and two thirds (66 2/3) per cent. of the Adjusted Nominal Amount for which Bondholders reply in this Written Procedure

Nordic Trustee & Agency AB (publ) (the "**Agent**") acts as agent for the holders (the "**Bondholders**") of the EUR 60,000,000 senior secured callable floating rate bonds with ISIN NO0012713520 (the "**Bonds**") issued by Booster Precision Components Holding GmbH (the "**Issuer**" and, together with its direct and indirect subsidiaries, the "**Group**"). In its capacity as Agent, and as requested by the Issuer, the Agent hereby initiates a procedure in writing, whereby Bondholders can vote for or against the Issuer's requests (the "**Written Procedure**") in accordance with the Terms and Conditions. Bondholders are urged to carefully review and consider the details of this notice of Written Procedure (the "**Notice**") in their entirety.

All capitalised terms used herein and not otherwise defined in the Notice shall have the meanings assigned to them in the Terms and Conditions.

Bondholders participate by completing and sending the voting form, attached hereto as **Schedule 1** (the "**Voting Form**").

The Agent must receive the Voting Form no later than 14.00 (CEST) on 21 September 2026 either by mail, courier or email to the Agent using the contact details set out in Clause 5.6 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Bondholder on 7 September 2026 (the "**Record Date**").

Disclaimer: *The Requests (as defined below) are presented to the Bondholders without any evaluation, advice or recommendations from the Agent whatsoever. The Agent has not reviewed or assessed this Notice or the Requests (and its effects, should it be adopted) from a legal or commercial perspective of the Bondholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice and the Requests (and its effects, should it be adopted). The Agent may assume that documentation and other evidence delivered to it pursuant to the Requests is accurate, correct and complete unless it has actual knowledge that this is not the case, and the Agent does not have to verify the contents of any such documentation. The Bondholders are recommended to seek legal and/or financial advice to independently evaluate whether the Requests (and its effects) is acceptable or not.*

Each Bondholder is solely responsible for making its own independent evaluation of all matters as such Bondholder deems appropriate (including those relating to the Requests), and each Bondholder must make its own decision as to whether to vote in favour of or against the Requests. Neither the Agent nor any director, officer, employee, agent or affiliate of the Agent will be responsible for providing advice in relation to the Requests. Neither the Agent, nor any director, officer, employee, agent or affiliate of the Agent, makes any recommendation as to whether any Bondholder should vote in favour of or against the Requests.

*No securities referred to herein have been registered or will be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any state or other jurisdiction in the United States of America (the "**United States**") and may not be offered, pledged, sold, delivered, or otherwise transferred, directly or indirectly, except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with other applicable securities laws. There will be no public offering of any of the securities in the United States. This Notice and the information herein are not for release, distribution, or publication, directly or indirectly, in whole or in part, in or into the United States, or any other state or jurisdiction where such action would be unlawful or require registration or other measures in accordance with applicable law.*

1. Background

In an ad-hoc announcement dated 27 May 2026, the Issuer announced that it had engaged in discussions with a certain group of Bondholders (the “**Ad-hoc Group**”) regarding a standstill and lock-up undertaking and the postponement of the interest payment due on the Interest Payment Date occurring on 28 May 2026 (the “**First Interest Payment**”). The Issuer has further decided, to preserve liquidity, to temporarily postpone the interest payment due on the Interest Payment Date occurring on 28 August 2026 ("**Second Interest Payment**").

On 5 June 2026, the Issuer announced that it had entered into a standstill and lock-up undertaking with certain members of the Ad-hoc Group pursuant to which the Ad-hoc Group undertook not to take any enforcement actions under the Bonds (subject to certain exceptions) during the standstill period expiring 30 June 2026 as a result of the deferral of the First Interest Payment and the Event of Default pursuant to clause 14.1

(*Non-Payment*) under the Terms and Conditions outstanding as a result thereof (the "**Non-Payment Event of Default**"). The standstill period has been extended, most recently until 1 October 2026 (and the standstill and lock-up undertaking now also includes a standstill in relation to the Second Interest Payment). During June 2026 and July 2026, the Issuer and the Ad-hoc Group have engaged in ongoing discussions to find a long-term solution to the Group's liquidity issues and capital structure. As a result of such discussions, the Issuer and the Ad-hoc Group have agreed to pursue a restructuring of the Group's financial indebtedness and to provide a new capital structure of the Group (the "**Restructuring**").

In connection with the Restructuring, whereby the Issuer has reached an agreement in principle with the Ad-hoc Group, the Issuer has notified the competent restructuring court (Amtsgericht Hannover) of a restructuring plan in accordance with the German Act on the Stabilisation and Restructuring Framework for Companies (Gesetz über den Stabilisierungs- und Restrukturierungsrahmen für Unternehmen – StaRUG).

To procure sufficient liquidity during the Restructuring, the Ad-hoc Group has agreed to provide the Issuer with a EUR 3,000,000 super senior interim facility, which, if utilised, may be applied by the Issuer for general corporate purposes of the Group (including refinancing of certain Financial Indebtedness of the Group) (the "**Interim Financing**"). The Interim Financing shall, pursuant to an Intercreditor Agreement (as defined below), rank senior to the Bonds and at least *pari passu* with all other direct, unconditional, unsubordinated and unsecured obligations of the Issuer except those obligations mandatorily preferred by law. The lenders under the Interim Financing will, contractually pursuant to the Intercreditor Agreement, be entitled to proceeds received by the Security Agent from an enforcement of Transaction Security and/or Guarantees prior to the rights of the Secured Parties under the Terms and Conditions. Accordingly, the Interim Financing will, if utilised, have contractual priority in the application of proceeds under the Intercreditor Agreement, thereby granting the Interim Financing priority to payment and super senior status.

Against this background and with the support of the Ad-hoc Group, the Issuer has decided to initiate the Written Procedure to obtain the Bondholders' approval to (i) amend the Terms and Conditions in order to permit the Interim Financing and, (ii) amend the Finance Documents in order to permit the Issuer and the Agent to enter into an intercreditor agreement for the purpose of providing the Interim Financing with a super senior ranking.

2. Requests

The Bondholders are hereby kindly requested to approve the requests set forth in this Section 2 (together, the "**Requests**") in accordance with clauses 16 (*Decisions by Bondholders*) of the Terms and Conditions and to instruct the Agent to enter into any agreement required to affect the Requests, as set out in Section 3 (*Effectiveness*) below:

- to authorise the Agent to amend the Terms and Conditions and the Finance Documents for the purpose of permitting the Interim Financing;
- to authorise the Agent to amend the Terms and Conditions for the purpose of including an undertaking whereas the Issuer will be prohibited to redeem the Bonds prior to the Interim Financing being repaid in full; and
- to authorise the Agent to enter into an intercreditor agreement with, *inter alios,* the Issuer (the "**Intercreditor Agreement**") for the purpose of permitting proceeds

from any Transaction Security and the Guarantees to be applied in accordance with the following order (and thereby providing the Interim Financing with priority to payment and super senior ranking):

- *firstly*, in or towards payment *pro rata* of unpaid fees, costs, expenses and indemnities payable by any Group Company to the Agent, the security agent and the paying agent;

- *secondly*, all debt and other obligations in connection with the Interim Financing; and

- *thirdly*, all debt and other obligations in connection with the Bonds on a *pro rata* basis.

The Intercreditor Agreement will further include payment block provisions, which, under certain circumstances and for certain periods of time, prohibits payment of interest and principal under the Bonds if the Interim Financing has been accelerated or if certain defaults have occurred under the Interim Financing. The proposed full terms of the Intercreditor Agreement are substantially set out in **<u>Schedule 2</u>** hereto. All Bondholders are strongly encouraged to review and consider such form of the Intercreditor Agreement. Bondholders are specifically to note the super senior status of the Interim Financing which, pursuant to the terms of the Intercreditor Agreement, will provide the lenders under the Interim Financing a contractual right to receive payment prior to the Bondholders following an enforcement of Transaction Security and/or Guarantees.

3. Effectiveness

The Requests shall be deemed to be approved the earlier of: (i) upon expiry of the voting period subject to receipt of the required quorum as set forth in Section 5.4 (*Quorum*) and the majority for the Request as set forth in Section 5.5 (*Majority*), or (ii) when a requisite majority of consents of the Adjusted Nominal Amount have been received by the Agent (the "**Effective Date**").

4. Costs & Expenses

All fees to the Agent and its advisors and the advisors to the Ad-hoc Group, in relation to the Requests, together with all such costs and expenses incurred by the Agent and the Ad-hoc Group and its advisors in relation thereto, shall upon the request by the Agent and/or the Ad-hoc Group, respectively, be paid by the Issuer. The Issuer shall bear its own costs and expenses, including fees and other expenses relating to external advisors.

5. Written Procedure

Bondholders representing more than 73 per cent. of the Adjusted Nominal Amount of the Bonds have issued voting undertakings in favour of the Requests.

The following instructions need to be adhered to under the Written Procedure:

5.1 Final date to participate in the Written Procedure

The Agent must have received a valid Voting Form, and, if applicable, any proof of ownership by mail, courier or email to the address indicated below no later than 14.00 (CEST), 22 September 2026. Votes received thereafter may be disregarded.

5.2 Decision procedure

The Agent will determine if received Voting Forms are eligible to participate under the Written Procedure as valid votes.

When a requisite majority of consents of the total Adjusted Nominal Amount have been received by the Agent, the Requests shall be deemed to be accepted, even if the time period for replies in the Written Procedure has not yet expired.

Information about the decision taken under the Written Procedure will be promptly sent through the CSD to the Bondholders and published by way of a press release by the Issuer on its website.

A matter decided under the Written Procedure will be binding for all Bondholders, including, for the avoidance of doubt, any (i) Bondholder that did not deliver (or that revoked, if applicable), its vote, and (ii) Bondholder who rejected or voted against the Request or took no action in the Written Procedure. The Issuer and Agent shall, to implement and effectuate the Requests, enter into any agreement (including amended and restated Terms and Conditions) as a consequence thereof.

5.3 Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must provide a power of attorney, proof of authorisation or proof of holding satisfactory to the Agent evidencing that it is a holder of one or several Bonds on the Record Date.

5.4 Quorum

To approve the Requests, Bondholders representing at least 20 per cent of the Adjusted Nominal Amount must reply to the request under the Written Procedure to form a quorum.

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

5.5 Majority

At least sixty-six and two thirds (66 2/3) per cent of the Adjusted Nominal Amount for which Bondholders reply under the Written Procedure must consent to the Requests.

5.6 Address for sending replies

Return the Voting Form, Schedule 1 by regular mail, scanned copy by e-mail, or by courier to:

By regular mail:
Nordic Trustee & Agency AB (publ)
Attn: Written Procedure Booster Precision Components Holding GmbH
Norrlandsgatan 16
111 43 Stockholm

By courier:
Nordic Trustee & Agency AB (publ)
Attn: Written Procedure Booster Precision Components Holding GmbH

Norrlandsgatan 16
111 43 Stockholm

By email:
E-mail: voting.sweden@nordictrustee.com

6. ROLE OF THE AGENT

The role of the Agent under this Written Procedure is solely mechanical and administrative in nature.

Further to the above and as set out in the Terms and Conditions, the Agent may assume that any documentation and other evidence delivered to it or to be entered into by it in relation to the Written Procedure is accurate, legally valid, correct and complete and the Agent does not have to verify the contents of such documentation or evidence.

7. FURTHER INFORMATION

For further questions to the Issuer, regarding the request, please contact the Issuer at:

Booster Precision Components Holding GmbH
c/o IRon Aktiengesellschaft
Fabian Kirchmann | Karolin Bistrovic
+49 221 914097 14
booster-precision@ir-on.com

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

Schwanewede, 2 September 2026

NORDIC TRUSTEE & AGENCY AB (PUBL)

as Agent

Enclosed:

Schedule 1	Voting Form
Schedule 2	Form of Intercreditor Agreement

VOTING FORM

Schedule 1

For the procedure in writing in Booster Precision Components Holding GmbH up to EUR 60,000,000 Senior Secured Callable Floating Rate Bonds, ISIN NO0012713520.

The undersigned Bondholder or authorised person/entity votes either **For** or **Against** the Requests by marking the applicable box below.

☐ **For** the Requests

☐ **Against** the Requests

ISIN NO0012713520	**Amount of bonds owned**
Custodian Name	**Account number at Custodian**
Company	**Day time telephone number**
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS, verifying our bondholding in the bond issue as of 8 September 2026, together with a duly executed power of attorney or other proof of authorisation or proof of holding.[1]

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

Place, date

Authorised signature

Return:
Nordic Trustee & Agency AB (publ)
Norrlandsgatan 16
111 43 Stockholm
Telephone: +46 8 783 79 00
E-mail: voting.sweden@nordictrustee.com

[1] If the Bonds are held in custody other than in the VPS, power of attorney or other proof of authorization or proof of holding from the custodian confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.

FORM OF INTERCREDITOR AGREEMENT

Schedule 2
[See separate enclosure]

Intercreditor Agreement

BOOSTER PRECISION COMPONENTS HOLDING GMBH

as Issuer

NORDIC TRUSTEE GMBH

as Original Facility Agent

NORDIC TRUSTEE & AGENCY AB (publ)

as Original Bonds Agent

NORDIC TRUSTEE & AGENCY AB (publ)

as Original Security Agent

and

CERTAIN ENTITIES

as ICA Group Companies

[**]

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List of Schedules

This **Intercreditor Agreement** (the "**Agreement**") is entered into on [**] 2026, by and between:

(a) **BOOSTER PRECISION COMPONENTS HOLDING GMBH**, a limited liability company incorporated in Germany and registered with the commercial register of the local court Walsrode under reg. no. HRB 212845 (the "**Issuer**");

(b) **THE COMPANIES** set out in **<u>Schedule 1</u>** (*The ICA Group Companies*) as ICA Group Companies (the "**ICA Group Companies**");

(c) **NORDIC TRUSTEE GMBH**, a limited liability company incorporated in Germany and registered with the commercial register of the local court Frankfurt am Main under number HRB 126429, for the purposes of the provision of payment services acting as registered agent of Nordic Trustee Services AS, incorporated under Norwegian law, having its registered office at Kronprinsesse Märthas plass 1, 0160 Oslo, Norway, authorised as a payment institution and registered with the Norwegian Financial Supervisory Authority (*Finanstilsynet*) under No. 916 482 574 as Super Senior Facility original facility agent under the original Super Senior Facility (the "**Original Facility Agent**");

(d) **NORDIC TRUSTEE & AGENCY AB (publ)**, as original bonds agent (the "**Original Bonds Agent**"); and

(e) **NORDIC TRUSTEE & AGENCY AB (publ)**, acting as security agent (on behalf of the Finance Parties) (the "**Original Security Agent**").

It is agreed as follows:

1. Definitions and interpretation

1.1 Definitions

In this Agreement:

"**Acceleration Event**" means a Super Senior Facility Acceleration Event or a Bonds Acceleration Event (as the context requires).

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a holding company of that person or any other Subsidiary of that holding company.

"**Agents**" means the Security Agent, the Bonds Agent and the Facility Agent.

"**Bondholders**" has the meaning given to such term in the Terms and Conditions.

"**Bonds**" has the meaning given to such term in the Terms and Conditions.

"**Bonds Acceleration Event**" means the acceleration of all amounts due under the Bonds pursuant to clause 14 (*Events of Default and Acceleration of the Bonds*) of the Terms and Conditions (at the Bonds Agent's discretion or at the instructions of the requisite number of the Bondholders).

"**Bonds Agent**" means the Original Bonds Agent or a new agent replacing the Original Bonds Agent in accordance with clause 21.4 (*Replacement of the Agent and the Security Agent*) of the Terms and Conditions.

"**Bonds Event of Default**" shall have the meaning ascribed to the term "Event of Default" in the Terms and Conditions.

"**Bonds Finance Documents**" means the "Finance Documents" as defined in the Terms and Conditions.

"**Business Day**" has the meaning given to such term in the Terms and Conditions.

"**Conflicting Enforcement Instructions**" means instructions (or proposed instructions) as to enforcement of the Transaction Security or to the Guarantees or the taking of any Enforcement Action delivered to the Security Agent by a Representative that are inconsistent with any other instruction given as to the manner of enforcement (including any inconsistency as to the timeframe for realising value from an Enforcement Action of the Transaction Security or the Guarantees or a distressed disposal), it being understood that, for the purpose of triggering the consultation requirements under paragraph 9.2(b) (*Consultation*) only and not for any other purpose (including, without limitation, determining the Instructing Party), the failure to give instructions by either the Super Senior Representative or the Senior Representative(s) will be deemed to be an instruction inconsistent with any other instructions given.

"**Consultation Period**" has the meaning ascribed to such term in Clause 9.2(b) (*Consultation*).

"**Debt**" means any indebtedness under or in connection with the Bonds, the Super Senior Debt and the Intercompany Debt.

"**Debt Documents**" means the Super Senior Finance Documents, the Bonds Finance Documents and the Intercompany Documents.

"**Enforcement Action**" means any action of any kind taken to:

(a) declare prematurely due and payable or otherwise seek to accelerate payment of or place a demand on all or any part of any Debt (notwithstanding whether such Debt has fallen due or not) or Guarantee (other than as a result of it becoming unlawful for a Secured Party to perform its obligations under, or of any voluntary or mandatory Payment under, the Senior Finance Documents);

(b) recover all or any part of any Debt (including by exercising any set-off, save as required by law and normal netting and set-off transactions in the ordinary course of business);

(c) exercise or enforce any enforcement right under the Transaction Security or the Guarantees, in each case granted in relation to (or given in support of) all or any part of any Debt;

(d) petition for (or take or support any other step which may lead to) an Insolvency Event; or

(e) sue, claim or bring proceedings against the Issuer, any Guarantor or any ICA Group Company in respect of recovering any Debt.

"**Enforcement Instructions**" means instructions as to Enforcement Actions (including the manner and timing of Enforcement) given by a Representative to the Security Agent provided that instructions to not undertake enforcement or an absence of instructions as to enforcement shall not constitute "Enforcement Instructions".

"**Enforcement Proposal**" has the meaning ascribed to such term in Clause 9.2(a) (*Consultation*).

"**Event of Default**" means a Super Senior Facility Event of Default or a Bonds Event of Default.

"**Facility Agent**" means the Original Facility Agent or a new agent replacing the Original Facility Agent in accordance with the terms of the Super Senior Facility.

"**Final Discharge Date**" means the date when all principal, interest and any other costs or outstanding amounts under the Senior Finance Documents have been unconditionally and irrevocably paid and discharged in full and all commitments of the Finance Parties under the Senior Finance Documents have expired, been cancelled or terminated.

"**Finance Parties**" means the creditors under the Senior Finance Documents and the Agents.

"**Group**" means the Issuer and its Subsidiaries for the time being.

"**Group Company**" means a member of the Group.

"**Guarantee**" means the guarantees provided under the Guarantee and Adherence Agreement to the Secured Parties.

"**Guarantee and Adherence Agreement**" means the agreement originally dated [**] entered into between the Issuer, the Guarantors and the Security Agent pursuant to which the Guarantors grant the Guarantees and adhere to the restrictions set forth in the Terms and Conditions (as applicable).

"**Guarantors**" means each member of the Group that is a party to the Guarantee and Adherence Agreement from time to time.

"**Insolvency Event**" means:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, bankruptcy, administration or corporate reorganisation (Sw. *företagsrekonstruktion*) of the Issuer, any Guarantor or any Material Group Company (other than a solvent liquidation that is permitted under the Senior Finance Documents), with respect to insolvency proceedings in Germany, that the Issuer, any Guarantor or any Material Group Company being in a state of illiquidity (*Zahlungsunfähigkeit*) within the meaning of § 17 of the German Insolvency Code (*Insolvenzordnung)* or being over-indebted (*überschuldet*) within the meaning of § 19 of the German Insolvency Code (*Insolvenzordnung)* and with respect to insolvency proceedings in Slovakia, that the Issuer, any Guarantor or any Material Group Company is unable to pay debts as they fall due (Slovak: *platobne neschopný*) within the meaning of section 3 of the Slovak Bankruptcy and Restructuring Act (*Zákon č. 7/2005 Z.z. o konkurze a reštrukturalizácii, a o zmene a doplnení niektorých zákonov, v znení neskorších predpisov*) or being overindebted (Slovak: *predĺžený*) within the meaning of section 3 of the Slovak Bankruptcy and Restructuring Act (*Zákon č. 7/2005 Z.z. o konkurze a reštrukturalizácii a o zmene a doplnení niektorých zákonov, v znení neskorších predpisov*);

(b) any corporate action, legal proceedings or other procedures or other steps (other than (A) proceedings which are vexatious or frivolous or are being disputed in good faith and are discharged within thirty (30) days of commencement, and (B), in relation to Subsidiaries of the Issuer, solvent liquidations that are permitted under the Senior Finance Documents) taken in relation to (i) the suspension of payments, winding-up, reorganisation (Sw. *företagsrekonstruktion*) or similar (by way of voluntary arrangement or otherwise) of the Issuer, any Guarantor or any Material Group Company, and (ii) the appointment of a liquidator, administrator, or other similar officer in respect of the Issuer, any Guarantor or any Material Group Company or any of its assets or any analogous procedure; or

(c) any analogous procedure or step is taken in any jurisdiction in respect of the Issuer, any Guarantor or any Material Group Company.

"**Instructing Party**" means the Super Senior Representative or, following replacement in accordance with Clause 9.2 (*Consultation*), the Senior Representative.

"**Intercompany Creditor**" means each ICA Group Company in its capacity as creditor in respect of Intercompany Debt.

"**Intercompany Debt**" means any intercompany loan between members of the Group, that shall be subordinated in accordance with this Agreement.

"**Intercompany Debtor**" means each ICA Group Company in its capacity as debtor in respect of Intercompany Debt.

"**Intercompany Documents**" means all documents, agreements and instruments evidencing any Intercompany Debt.

"**Liabilities**" means all present and future liabilities and obligations, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

(a) any refinancing, novation, deferral or extension;

(b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;

(c) any claim for damages or restitution; and

(d) any claim as a result of any recovery by any debtor of a payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

"**Original Super Senior Facility Creditors**" means "Lenders" as such term is defined in the Super Senior Facility.

"**Party**" means a party to this Agreement.

"**Paying Agent**" has the meaning given to that term in the Terms and Conditions.

"**Payment**" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, repurchase, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

"**Recoveries**" means the aggregate of all monies and other assets received or recovered (whether by way of payment, repayment, prepayment, distribution, redemption or purchase, in cash or in kind, or the exercise of any set-off or otherwise, including as a result of any Enforcement Action) from time to time by any Party under or in connection with any Super Senior Debt, Senior Debt or Intercompany Debt, but excluding any amount received from a person other than a Party or a Group Company under a credit derivative or sub-participation arrangement.

"**Recovering Creditor**" has the meaning ascribed to it in Clause 10.1 (*Payments to Finance Parties*).

"**Representatives**" means the Super Senior Representative and the Senior Representative.

"**Secured Obligations**" means all Liabilities of the Group towards the Secured Parties outstanding from time to time under the Bonds Finance Documents.

"**Secured Parties**" means the creditors under the Bonds Finance Documents (including the Bonds Agent) but only if it (or, in the case of a Bondholder, its Representative) is a Party or has acceded to this Agreement in the appropriate capacity pursuant to Clause 18 (*Changes to the Parties*) and the Agents.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Agent**" means the Original Security Agent or any new agent replacing the Original Security Agent in accordance with Clause 18.3 (*Resignation of Agents*).

"**Security Enforcement Objective**" means maximising, so far as is consistent with prompt and expeditious realisation of value from enforcement of the Transaction Security and Guarantees, the recovery by the Finance Parties, always provided that such enforcement is made in compliance with the fiduciary duties of the Security Agent and the Finance Parties.

"**Senior Creditor**" means the Bondholders and the Bonds Agent.

"**Senior Debt**" means all indebtedness outstanding to the Senior Creditors under the Bonds Finance Documents.

"**Senior Finance Documents**" means the Bonds Finance Documents and the Super Senior Finance Documents.

"**Senior Representative**" means, at any time, the representative of those Senior Creditors whose Senior Debt at that time aggregates more than 50 per cent. of the total Senior Debt at that time. The Bonds Agent shall represent all Bondholders and act on the instructions of and on behalf of the Bondholders.

"**Subsidiary**" means any entity in respect of which such person, directly or indirectly:

(a) owns shares or ownership rights representing more than 50 per cent. of the total number of votes held by the owners;

(b) otherwise controls more than 50 per cent. of the total number of votes held by the owners; or

(c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body.

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body.

"**Super Senior Debt**" means all indebtedness to the Super Senior Facility Creditors outstanding under the Super Senior Finance Documents.

"**Super Senior Discharge Date**" means the date on which all Super Senior Debt has been fully and finally discharged.

"**Super Senior Facility**" means the EUR 3,000,000 super senior facility entered into between, among others, the Issuer as borrower, the Original Super Senior Facility Creditors as lenders and the Original Facility Agent as agent and security agent dated [**] 2026

"**Super Senior Facility Acceleration Event**" means the Facility Agent of any Super Senior Facility Creditor exercising any of its rights under any acceleration provisions of the Super Senior Facility.

"**Super Senior Facility Creditor**" means the Original Super Senior Facility Creditors or any person who is or becomes a lender under the Super Senior Facility.

"**Super Senior Facility Event of Default**" shall have the meaning ascribed to the term "Event of Default" in the Super Senior Facility.

"**Super Senior Finance Documents**" means the "Finance Documents" as such term is defined in the Super Senior Facility.

"**Super Senior Representative**" means the Facility Agent acting on the instructions of and on behalf of the Super Senior Facility Creditors.

"**Terms and Conditions**" means the terms and conditions of the Bonds with ISIN NO0012713520 entered into between the Issuer and the Bonds Agent on 25 November 2022, as amended and restated from time to time.

"**Transaction Security**" means the Security provided to the Secured Parties under the Transaction Security Documents.

"**Transaction Security Documents**" means:

(a) the "Security Documents" as such term is defined in the Terms and Conditions; and

(b) any other document designated as a Transaction Security Document by the Issuer and the Security Agent in accordance with the Terms and Conditions.

1.2 Incorporation of defined terms

Unless a contrary indication appears, terms defined in the Terms and Conditions have the same meaning in this Agreement.

1.3 French terms

In this Agreement, where it relates to a French entity, a reference to:

(a) "**control**" has the meaning given in article L.233-3 of the French Code de commerce;

(b) "**gross negligence**" means "*faute lourde*";

(c) a "**guarantee**" includes any "*cautionnement*", "aval" and any "*garantie*" which is independent from the debt to which it relates;

(d) a "**security interest**" includes any type of security (*sûreté réelle*), transfer or assignment by way of security and fiducie-sûreté; and

(e) "**wilful misconduct**" means "*dol*".

1.4 Construction

(a) Unless a contrary indication appears, any reference in this Agreement to:

(i) any "**Agent**", any "**Super Senior Facility Creditor**", any "**Bondholder**", the "**Facility Agent**", the "**Bonds Agent**" any "**Creditor**", any "**Intercompany Debtor**", any "**Intercompany Creditor**", the "**Issuer**", any "**ICA Group Company**", any "**Party**", any "**Recovering Creditor**", any "**Secured Party**", any "**Finance Party**" the "**Security Agent**", any "**Representative**", or any

"**Senior Creditor**" shall be construed so as to include its successors in title, assigns and transferees permitted under this Agreement;

(ii) "**assets**" include present and future properties, revenues and rights of every description;

(iii) "**consent**" means any consent, approval, release or waiver or agreement to any amendment;

(iv) any "**Debt Document**", any "**Intercompany Document**", any "**Super Senior Finance Document**", any "**Senior Finance Document**", a "**Bonds Finance Document**", the "**Super Senior Facility**", the "**Terms and Conditions**" or any other document, agreement or instrument, other than a reference to a document or other agreement or instrument in its original form, is a reference to that document, agreement or instrument as amended, supplemented or restated (however fundamentally) as permitted by this Agreement;

(v) the "**original form**" of a document, agreement or instrument means that document, agreement or instrument as originally entered into;

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, or partnership (whether or not having separate legal personality) or two or more of the foregoing;

(viii) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law, with which compliance is customary) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) "**set-off**" includes combining accounts and payment netting;

(x) a provision of law is a reference to that provision as amended or re-enacted; and

(xi) a time of day is a reference to Stockholm time.

(b) Section, Clause and Schedule headings are for ease of reference only.

(c) An event of default, a default or potential default, however described, is "**continuing**" if deemed to be continuing pursuant to the relevant agreement.

1.5 Specific interpretation provisions applying to the Facility Agent

(a) Where Facility Agent is referred to as acting "reasonably" or "in a reasonable manner" or as coming to an opinion or determination that is "reasonable" (or any similar or analogous wording is used), this shall mean that the Facility Agent shall be acting or coming to an opinion or determination on the instructions of the majority Super Senior Facility Creditors (or, if the relevant Super Senior Finance Document stipulates the matter is a decision for any other Super Senior Facility Creditor or group of Super Senior Facility Creditors, that Super Senior Facility Creditor or group of Super Senior Facility Creditors) acting reasonably or in a reasonable manner and the Facility Agent shall be under no obligation to determine the reasonableness of such instructions or whether in giving such instructions the majority Super Senior Facility Creditors (or, if the relevant Super Senior Finance Document stipulates the matter is a decision for any other Super Senior Facility Creditor or group of Super Senior Facility Creditors, that Super Senior Facility Creditor or group of Super Senior Facility Creditors) are acting reasonably or in a reasonable manner.

(b) Where acceptability to or satisfaction of the Facility Agent is referred to in relation to a matter not affecting the personal interests of the Facility Agent this shall mean the acceptability to or satisfaction of the majority Super Senior Facility Creditors (or, if the relevant Super Senior Finance Document stipulates the matter is a decision for any other Super Senior Facility Creditor or group of Super Senior Facility Creditors, that Super Senior Facility Creditor or group of Super Senior Facility Creditors) as notified by them to the Facility Agent.

(c) Where the Facility Agent is obliged to consult under the terms of the Debt Documents, unless otherwise specified, the majority Super Senior Facility Creditors (or, if the relevant Super Senior Finance Document stipulates the matter is a decision for any other Super Senior Facility Creditor or group of Super Senior Facility Creditors, that Super Senior Facility Creditor or group of Super Senior Facility Creditors) must instruct the Facility Agent to consult in accordance with the terms of the relevant Debt Document and the Facility Agent must carry out that consultation in accordance with the instructions it receives from the majority Super Senior Facility Creditors (or, if the relevant Super Senior Finance Document stipulates the matter is a decision for any other Super Senior Facility Creditor or group of Super Senior Facility Creditors, that Super Senior Facility Creditor or group of Super Senior Facility Creditors). The Facility Agent shall be under no obligation to determine the reasonableness of such circumstances or whether in giving such instructions the majority Super Senior Facility Creditors (or, if the relevant Super Senior Finance Document stipulates the matter is a decision for any other Super Senior Facility Creditor or group of Super Senior Facility Creditors, that Super Senior Facility Creditor or group of Super Senior Facility Creditors) are acting in a reasonable manner.

(d) In respect of paragraphs (a) to (c) above, the Facility Agent shall not be responsible for any liability occasioned or by any delay or failure on the part of the majority Super Senior Facility Creditors (or, if the relevant Super Senior Finance Document stipulates the matter is a decision for any other Super Senior Facility Creditor or group of Super Senior Facility Creditors, that Super Senior Facility Creditor or group of Super Senior Facility Creditors) to give any such instructions or direction or to form any such opinion.

2. Superiority of Intercreditor Agreement

Unless expressly provided to the contrary in this Agreement, all Debt Documents are subject to the terms of this Agreement. In the event of any conflict, inconsistency or discrepancy between any Debt Document and this Agreement, this Agreement shall prevail.

3. Ranking and Priority

3.1 Ranking of Debt

(a) Unless expressly provided to the contrary in this Agreement, the Debt shall rank in right and priority of payment in the following order:

(i) ***first***, the Super Senior Debt (*pari passu* between all indebtedness under the Super Senior Debt);

(ii) ***secondly***, the Senior Debt (*pari passu* between all indebtedness under the Bonds); and

(iii) ***thirdly***, any liabilities raised in the form of Intercompany Debt.

provided that any Security granted under a proceeds account pledge agreement or similar arrangement whereby the proceeds from the Bonds, the Super Senior Facility or other Debt incurred in accordance with the Senior Finance Documents are paid pending satisfaction of certain conditions for its disbursement shall not be subject to this Agreement and hence only secure the liabilities and obligations owed towards the creditors having disbursed such debt.

3.2 Transaction Security and Guarantees

(a) The Transaction Security and the Guarantees granted to secure the Bonds shall continue to secure the Bonds and such Transaction Security and Guarantees shall not be formally amended to extended to cover the Super Senior Facility. Notwithstanding the foregoing, pursuant to the terms of this Agreement, any proceeds received by the Security Agent or any Finance Party, including with respect to enforcement proceeds relating to the Transaction Security and the Guarantees granted to secure the Bonds, shall be applied in accordance with the waterfall set out in Clause 11 (*Application of Recoveries*), pursuant to which such amounts shall be applied first towards payments under the Super Senior Facility and the Super Senior Finance Documents, before they are applied towards payments under the Bonds and the Bonds Finance Documents. Accordingly, the Super Senior Facility has contractual priority in the application of proceeds under this Agreement, including with respect to the proceeds relating to the Transaction Security and/or Guarantees, thereby granting the Super Senior Facility priority to payment and super senior status.

(b) The Intercompany Debt shall remain subordinated, unguaranteed and unsecured.

3.3 Intercompany Debt

(a) Each of the Parties agrees that the Intercompany Debt is postponed and subordinated to the Liabilities owed by the ICA Group Companies to the Finance Parties.

(b) This Agreement does not purport to rank any of the Intercompany Debt as between themselves.

3.4 Preservation of Intercompany Debt

Notwithstanding any term of this Agreement postponing, subordinating or preventing the payment of all or any part of the Intercompany Debt, the relevant Intercompany Debt shall, as between the Intercompany Creditors, be deemed to remain owing or due and payable (and interest, default interest or indemnity payments shall continue to accrue) in accordance with the relevant Debt Documents.

4. Secured Parties and Secured Obligations

4.1 Payments of Secured Obligations

(a) Subject to Clause 7 (*Payment Block*) and paragraph (b) below, the ICA Group Companies may make Payments in respect of the Secured

Obligations at any time in accordance with the terms of the relevant Bonds Finance Document.

(b) Until the Super Senior Discharge Date, no ICA Group Company may make any Payments in respect of the principal amount of the Senior Debt (including, without limitation, any redemption or buyback of the Bonds) at any time, without the prior written consent of the Super Senior Representative (acting on instructions from the Super Senior Facility Creditors).

4.2 Amendments and Waivers

(a) Subject to Clause 21 (*Amendments and waivers*) and paragraphs (b) and (c) below, the relevant Finance Parties and ICA Group Companies may amend or waive the terms of the Senior Finance Documents in accordance with their terms (and subject only to any consent required under them) at any time.

(b) For as long as any Secured Obligations remain outstanding, no ICA Group Company may increase the principal amount of any Super Senior Debt, other than in accordance with the Super Senior Finance Documents in the versions in force on or about the date of this Agreement.

(c) Until the Super Senior Discharge Date, the aggregate principal amount outstanding under the Bonds may not increase in excess of the amount outstanding on the date of this Agreement, except as a result of deferral or capitalisation of interest under the Bonds.

5. Intercompany Debt

5.1 Intercompany Creditors

(a) Until the Final Discharge Date:

(i) no Intercompany Creditor shall demand or receive, and no Intercompany Debtor nor any ICA Group Company shall (and the Issuer shall ensure that no other Group Company will) make, any Payment of any principal, interest or other amount on or in respect of, or any distribution in respect of, or any redemption or purchase of, any Intercompany Debt in cash or in kind (or otherwise discharge any part of the Intercompany Debt by way of set-off or otherwise), except as permitted by Clause 5.2 (*Permitted Intercompany Payments*) or Clause 8.2 (*Acceleration and Claim of the Intercompany* Debt);

(ii) no Intercompany Creditor shall claim or rank as a creditor in the insolvency, winding-up, bankruptcy or liquidation of any Group

Company other than in accordance with Clause 8.2 (*Acceleration and Claim of the Intercompany* Debt);

(iii) no Intercompany Creditor, Intercompany Debtor or ICA Group Company shall take or omit to take any action whereby the ranking and/or subordination contemplated by this Agreement may be impaired; and

(iv) no Intercompany Creditor or Intercompany Debtor shall amend or terminate any provision of any Intercompany Document (unless the amendment is not prejudicial to the interests of the Finance Parties).

(b) Paragraph (a) above does not apply to any action arising as a result of any prior consent of the Representatives.

(c) No Intercompany Creditor shall permit to subsist or receive, and no ICA Group Company shall (and the Issuer shall ensure that no other Group Company will) create or permit to subsist, any Security or any guarantee for or in respect of any Intercompany Debt except if permitted by the Security Agent (acting on instructions from the Representatives).

5.2 Permitted Intercompany Payments

(a) Until the Final Discharge Date and subject to Clause 6 (*Turnover of Non-Permitted Payments*) and Clause 8 (*Effect of Insolvency Event*), an Intercompany Debtor may pay, and the relevant Intercompany Creditor may receive and retain, including by way of set-off:

(i) Payments of principal and interest in respect of any Intercompany Debt not subject to Transaction Security;

(ii) Payments of interest in respect of any intercompany debt subject to the terms of the Transaction Security Documents;

in each case provided that at the time of Payment, no Event of Default has occurred and is continuing or would result from such Payment;

(iii) Payments that are required for the relevant Intercompany Debtor to comply with its obligations under section 30 in conjunction with section 43 of the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*); and

(iv) Payments that are explicitly permitted under the Super Senior Finance Documents.

(b) Notwithstanding paragraph (a) above, Payment of principal and interest in respect of Intercompany Debt and intercompany debt subject to Transaction Security shall always be permitted if made for the purpose of serving Debt and such payment is made directly to the Finance Parties (represented by the Security Agent) for repayment of principal or payment of interest on such Debt owed to the Finance Parties in accordance with Clause 11.1 (*Order of Application*).

5.3 Restrictions on enforcement by the Intercompany Creditors

(a) Until the Final Discharge Date, no Intercompany Creditor shall, except (i) with the prior written consent of or as required by the Security Agent, (ii) to the extent it is required for the relevant Intercompany Creditor to comply with its obligations under section 30 in conjunction with section 43 of the German Limited Liability Companies Act or under equivalent provisions of the laws of the jurisdiction in which such Intercompany Creditor is incorporated or, (iii) take any Enforcement Action in relation to any Intercompany Debt or intercompany debt subject to Transaction Security.

(b) If required by the Security Agent to take Enforcement Action, the Intercompany Creditors will promptly take the relevant Enforcement Action and apply any proceeds from that Enforcement Action in accordance with Clause 6 (*Turnover of Non-Permitted Payments*).

5.4 Restrictions on ICA Group Company and intercompany subrogation

Until the Final Discharge Date, no Intercompany Creditor, Intercompany Debtor or ICA Group Company shall, except with the prior consent of the Representatives, be subrogated to or entitled to exercise any right of any Finance Party or any Security or guarantee under any Senior Finance Document.

5.5 Release of obligations

At any time following an Event of Default, each Intercompany Creditor must, subject to applicable law, if requested by the Security Agent, release and discharge any Intercompany Debt specified by the Security Agent, by way of shareholders' contribution, forgiveness of liabilities, or in any other way deemed appropriate by the Security Agent, provided that, in the reasonable opinion of the Security Agent, such release or discharge is required in connection with restructuring measures of the Group or to maintain adequate liquidity within the Group or to comply with the obligations under section 30 in conjunction with section 43 of the German Limited Liability Companies Act or under equivalent provisions of the laws of the jurisdiction in which such Intercompany Creditor is incorporated.

6. Turnover of Non-Permitted Payments

6.1 Turnover by Finance Parties

A Finance Party that receives any Recovery (including by way of set-off) in excess of what is permitted pursuant to this Agreement shall notify the Security Agent and forthwith pay such amount to the Security Agent (or as directed by the Security Agent) for application in accordance with Clause 11.1 (*Order of Application*). Should such amount not be paid by the relevant Finance Party to the Security Agent for application in accordance with Clause 11.1 (*Order of Application*) such amount shall be considered in any application of proceeds in accordance with Clause 11.1 (*Order of Application*) and such Finance Party's share in any such application may be reduced accordingly.

6.2 Turnover by ICA Group Companies

If any of the ICA Group Companies receives or recovers any amount which, under the terms of the Debt Documents, should have been paid to a Finance Party or an Intercompany Creditor, that ICA Group Company will promptly pay that amount to the Security Agent (or as directed by the Security Agent) for application in accordance with Clause 11.1 (*Order of Application*).

6.3 Protection of Debt upon Turnover

If a Party is obliged to pay an amount to the Security Agent in accordance with this Clause 6.3, the relevant Debt in respect of which the Party made such payment to the Security Agent will be deemed not to have been reduced or discharged in any way or to any extent by the relevant payment.

7. Payment Block

(a) Until the Super Senior Discharge Date, no payments may be made under the Bonds Finance Documents (notwithstanding any other provisions to the contrary herein), except for in accordance with Clause 11.1 (*Order of Application*). For the avoidance of doubt, the failure by the Issuer to make any timely payments due under the Bonds shall constitute an Event of Default under the relevant Debt Documents and the unpaid amount shall carry default interest in accordance with the relevant Debt Document.

(b) Any amounts paid or recovered under the Bonds Finance Documents shall be paid to the Security Agent and applied in accordance with Clause 11.1 (*Order of Application*).

8. Effect of Insolvency Event

8.1 Subordination

(a) If an Insolvency Event occurs:

(i) the allocation of proceeds between the Super Senior Debt and Senior Debt shall be as set out in Clause 11 (*Application of Recoveries*); and

(ii) the Intercompany Debt will be subordinated in right of payment to the Super Senior Debt and the Senior Debt.

(b) The subordination provisions, to the extent permitted under the applicable law, in this Agreement shall remain in full force and effect by way of continuing subordination and shall not be affected in any way by any intermediate payment or discharge in whole or in part of any Debt.

8.2 Acceleration and Claim of the Intercompany Debt

(a) After the occurrence of an Insolvency Event and until the Final Discharge Date, the Security Agent may:

(i) accelerate, claim, enforce and prove for any Intercompany Debt owed by such Group Company or Intercompany Debtor or make a demand under any guarantee or indemnity against loss in respect of such Intercompany Debt;

(ii) file claims and proofs, give receipts and take any proceedings or other action as the Security Agent considers necessary to recover that Intercompany Debt; and

(iii) receive all distributions on that Intercompany Debt for application in accordance with Clause 11.1 (*Order of Application*).

(b) If and to the extent that the Security Agent is not entitled, or elects not, to take any of the action mentioned in paragraph (a) above, each Intercompany Creditor will do so promptly on request by the Security Agent.

(c) Each Intercompany Creditor irrevocably authorises the Security Agent to, on behalf of each Intercompany Creditor, take any action referred to in paragraph (a) above in respect of any Intercompany Debt owed by a Group Company or Intercompany Debtor referred to in such paragraph and each Intercompany Creditor will provide all forms of proxy or other documents that the Security Agent may reasonably require for such purpose.

8.3 Distributions

(a) After the occurrence of an Insolvency Event and until the Final Discharge Date, each Party shall:

(i) hold any Recovery received or receivable by it during such period in respect of any Debt as escrow funds and separate from its own funds (or under another appropriate arrangement in the jurisdiction of an Intercompany Creditor) for such Party;

(ii) promptly pay such Recovery (or, where the Recovery is by way of discharge by set-off, an equivalent amount) to the Security Agent for application in accordance with Clause 11.1 (*Order of Application*); and

(iii) promptly direct the trustee in bankruptcy, receiver, administrator or other person distributing the assets of the relevant Group Company or their proceeds to pay distributions in respect of the Debt directly to the Security Agent.

8.4 Further Assurance

Each Party shall, at its own expense, take whatever action the Security Agent may require to give effect to this Clause 8.

9. Enforcement and Consultation

9.1 Enforcement Actions and Enforcement Instructions

(a) Until the Final Discharge Date, the Security Agent shall:

(i) exercise any right, power, authority or discretion vested in it as Security Agent in accordance with Clause 9.2 (*Consultation*) (or, if so instructed pursuant to that Clause, refrain from exercising any right, power, authority or discretion vested in it as Security Agent); and

(ii) not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with an instruction from the Representatives.

(b) Other than as expressly permitted under Clause 9.2 (*Consultation*), no Finance Party may independently accelerate, seek payment and exercise other rights and powers to take Enforcement Actions under the Senior Finance Documents.

(c) The Security Agent may refrain from enforcing the Transaction Security and/or the Guarantees or take other Enforcement Actions unless instructed otherwise by the Instructing Party in accordance with Clause 9.2 (*Consultation*) but always subject to paragraph (e) below.

(d) Subject to the Transaction Security or the Guarantees having become enforceable in accordance with their terms and subject to paragraph 9.2 (*Consultation*) below, the Representatives may give or refrain from giving instructions to the Security Agent to enforce or refrain from enforcing the Transaction Security as it sees fit, provided that the instructions are consistent with the Security Enforcement Objective.

(e) Notwithstanding anything to the contrary in this Clause 9.1 (*Enforcement Actions and Enforcement Instructions*) and Clause 9.2 (*Consultation*), the Senior Representative may only give any Enforcement Instructions if the proceeds to be received from the proposed Enforcement Action are expected to amount to or exceed the amount of the Super Senior Debt.

(f) The Security Agent is entitled to rely on and comply with instructions given in accordance with this Clause 9.1.

(g) Unless and until the Security Agent has received instructions from the Instructing Party in accordance with this Agreement, the Security Agent shall (without first having to obtain any Finance Party's consent) be entitled to enter into agreements with an ICA Group Company or a third party or take any other actions, if it is, in the Security Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security and the Guarantees, creating further Security or guarantees for the benefit of the Secured Parties or for the purpose of settling the Secured Parties' or the ICA Group Companies' rights to the Transaction Security, in each case in accordance with the terms of the Senior Finance Documents and provided that such agreements or actions are not detrimental to the interests of the Finance Parties.

(h) The Security Agent is not authorised to act on behalf of a Finance Party (without first obtaining that Party's, or, with respect to Bondholders, the Bonds Agent's, consent) in any legal or arbitration proceedings relating to any Senior Finance Document or this Agreement.

9.2 Consultation

(a) If any Representative wishes to issue Enforcement Instructions in accordance with Clause 9.1(d), such Representative shall deliver a copy of those proposed Enforcement Instructions (an "**Enforcement Proposal**") to the Security Agent and the Security Agent shall promptly forward such Enforcement Proposal to the other Representatives.

(b) Subject to paragraph (c) below, if the Security Agent has received Conflicting Enforcement Instructions, the Security Agent shall promptly notify the Representatives and the Representatives shall consult with each other and the Security Agent (as the case may be) in good faith for a period of not more than thirty (30) days (or such shorter period as the Representatives may agree) (the "**Consultation Period**") from the earlier of (A) the date of the latest such Conflicting Enforcement Instruction and (B) the date falling ten (10) Business Days after the date on which the first Enforcement Proposal was delivered in accordance with paragraph (a) above, with a view to agreeing instructions as to enforcement.

(c) The Representatives shall not be obliged to consult (or, in the case of (ii) below, shall be obliged to consult for such shorter period as the Instructing Party may determine) in accordance with paragraph (b) above if:

(i) the Transaction Security or the Guarantees have become enforceable as a result of an Insolvency Event; or

(ii) each of the Super Senior Facility Creditors and the Senior Creditors (represented by their Representatives) agree that no Consultation Period is required.

(d) If consultation has taken place during the Consultation Period (provided that if the Conflicting Enforcement Instructions were due to the fact that a Representative did not submit Enforcement Instructions there shall be no requirement that consultation has taken place) there shall be no further obligation to consult and the Security Agent may act in accordance with the Enforcement Instructions then or previously received from the Instructing Party and the Instructing Party may issue instructions as to enforcement to the Security Agent at any time thereafter.

(e) If (A) the Super Senior Discharge has occurred, (B) no Enforcement Action has been taken by the Security Agent within three (3) months from the end of the Consultation Period, (C) an Insolvency Event has occurred and no Enforcement Instructions have been issued to the Security Agent from the Super Senior Representative within 3 weeks from the date of the Enforcement Proposal or from the end of the Consultation Period, or (D) the Super Senior Debt has not been discharged in full within six (6) months of the date of the Enforcement Instruction from the end of the Consultation Period, then the Senior Representative shall become the Instructing Party and be entitled to give Enforcement Instructions.

(f) If a Finance Party (acting reasonably) considers that the Security Agent is enforcing the Security in a manner which is not consistent with the Security Enforcement Objective, such Finance Party shall give notice to the other Finance Parties after which the Representatives and the Security Agent shall consult for a period of twenty (20) days (or such lesser period that the Finance Parties may agree) with a view to agreeing on the manner of enforcement.

9.3 Miscellaneous

(a) Upon Enforcement Actions in respect of the Transaction Security, the proceeds shall be distributed in accordance with Clause 11.1 (*Order of Application*).

(b) Any Enforcement Action required to be taken by the Representative in accordance with agreed Enforcement Instructions pursuant to 9.2 (*Consultation*) above, shall be taken by such Representative at the request of the Security Agent.

(c) All Security and/or Guarantees or arrangement having similar effects may be released by the Security Agent, without the need for any further referral to or authority from anyone, upon any Enforcement Action provided that the proceeds are distributed in accordance with Clause 11.1 (*Order of Application*).

(d) Funds that the Security Agent receives (directly or indirectly) in connection with an Enforcement Action in respect of the Transaction Security or Guarantees shall constitute escrow funds (Sw. *redovisningsmedel*) and must be held on a separate account on behalf of the Finance Parties or the ICA Group Companies as the case may be. The Security Agent shall promptly arrange for payments to be made in accordance with Clause 11.1 (*Order of Application*).

(e) Nothing in this Agreement shall preclude the rights of the Facility Agent or the Bonds Agent to join or intervene in or otherwise support any proceedings arising from insolvency proceedings or do such other things as may be necessary to maintain a claim or Security, always as long as such action does not adversely affect the rights of the other Finance Parties or the Security Agent and is not inconsistent with its obligations contained in this Agreement and each of the Facility Agent and the Bonds Agent shall give prompt notice to the other of any action taken by it to join, intervene or otherwise support any such proceedings.

9.4 Disposal and Releases

(a) If in connection with any Enforcement Action, the Security Agent sells or otherwise disposes of (or proposes to sell or otherwise dispose of) any asset under any Transaction Security Document, or a Group Company sells or otherwise disposes of (or proposes to sell or otherwise dispose of) any asset at the request of the Security Agent, the Security Agent may, and is hereby irrevocably authorised on behalf of each Party to:

(i) release the Security and/or Guarantees created pursuant to the Transaction Security Documents over the relevant asset and apply the net proceeds of sale or disposal in or towards payment of Debt in accordance with Clause 11.1 (*Order of Application*); and

(ii) if the relevant asset comprises all of the shares in the capital of an ICA Group Company or any holding company of an ICA Group Company,

(A) release that ICA Group Company from all its past, present and future liabilities and/or obligations (both actual and contingent) under any Debt Document or in relation to any Debt and release any Security and/or Guarantee granted by that ICA Group Company or holding company or their Subsidiaries over any of its assets under any of the Transaction Security Documents; and/or

(B) dispose of any Debt owed by such ICA Group Company, provided that the net proceeds thereof are applied in accordance with Clause 11.1 (*Order of Application*),

provided that such action is consistent with the Security Enforcement Objective.

(b) Each Party shall execute any assignments, transfers, releases or other documents and grant any consents and take any actions that the Security Agent may reasonably consider necessary to give effect to any release or disposal pursuant to this Clause 9.4 or for the purpose of any Enforcement Action taken (or to be taken) by the Security Agent in accordance with this Agreement or a transaction otherwise permitted by the Senior Finance Documents.

(c) No release under paragraph (a) above will affect the obligations or liabilities of any Intercompany Creditor to the Finance Parties.

9.5 Exercise of Voting Rights

(a) Each Finance Party agrees with the Security Agent that it will cast its vote in any proposal put to the vote by or under the supervision of any judicial or supervisory authority in respect of any insolvency, pre-insolvency or rehabilitation or similar proceedings relating to any Group Company as instructed by the Security Agent.

(b) The Security Agent shall give instructions for the purposes of paragraph (a) above as directed by the Instructing Party.

10. Sharing among the Finance Parties

10.1 Payments to Finance Parties

If a Finance Party (a "**Recovering Creditor**") makes a Recovery in respect of any amounts owed by the Issuer, any ICA Group Company, or any other Group Company, other than in accordance with Clause 11.1 (*Order of Application*) such Recovering Creditor shall not be entitled to retain such amount and shall notify the Security Agent and forthwith pay such amount to the Security Agent (or as directed by the Security Agent) for application in accordance with Clause 11.1 (*Order of Application*). Should such amount not be paid by the relevant Recovering Creditor to the Security Agent for application in accordance with Clause 11.1 (*Order of Application*) and the relevant Recovering Creditor applies that amount towards payment of indebtedness owing under the Senior Finance Documents to which it is a party then:

(a) the relevant Finance Party shall notify each Agent thereof and the Security Agent shall, using reasonable efforts, determine whether the Recovery is in excess of the amount that the Recovering Creditor would have been paid had the Recovery been made by the Security Agent and distributed in accordance with Clause 11.1 (*Order of Application*), without taking account of any Tax which would be imposed on any Agent in relation to the Recovery; and

(b) if the Recovery is higher than the amount which the Security Agent determines may be retained by the Recovering Creditor as its share of any payment to be made in accordance with Clause 11.1 (*Order of Application*), such excess amount shall be considered in any application of proceeds in accordance with Clause 11.1 (*Order of Application*) and the Recovering Creditor's share in the application may be reduced accordingly.

11. Application of Recoveries

11.1 Order of Application

(a) Subject to the rights of creditors mandatorily preferred by law applying to companies generally, the proceeds of any Enforcement Action (including but not limited to any proceeds received from any direct or indirect realisation or sale by the Security Agent of any assets being subject to Transaction Security, payments under any Guarantees or proceeds received in connection with bankruptcy or other insolvency proceedings) shall be paid to the Security Agent for application in the following order of priority:

(i) **first**, in or towards payment *pro rata* of unpaid fees, costs, expenses and indemnities payable by any Group Company to the Security Agent;

(ii) **secondly**, in or towards payment *pro rata* (and with no preference among them) of unpaid fees, costs, expenses and indemnities payable by any Group Company to the Paying Agent and the Representatives;

(iii) **thirdly**, towards payment *pro rata* (and with no preference among them) of accrued default interest unpaid under the Super Senior Finance Documents;

(iv) **fourthly**, towards payment *pro rata* (and with no preference among them) of principal under the Super Senior Finance Documents and any other costs or outstanding amounts under the Super Senior Finance Documents;

(v) **fifthly**, towards payment *pro rata* (and with no preference among them) of accrued interest unpaid under the Senior Debt (interest due on an earlier Interest Payment Date to be paid before any interest due on a later Interest Payment Date);

(vi) **sixthly**, towards payment *pro rata* of principal under the Senior Debt (and with no preference among them);

(vii) **seventhly**, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Terms and Conditions and any Bonds Finance Documents;

(viii) **eighthly**, after the Final Discharge Date, towards payment *pro rata* of accrued interest unpaid and principal under the Intercompany Debt; and

(ix) **ninthly**, after the Final Discharge Date, in payment of the surplus (if any) to the relevant Group Company or other person entitled to it.

(b) For the sake of clarity, the waterfall provision set out in paragraph (a) above shall apply regardless of any Transaction Security and/or Guarantees not being (for whatever reason) valid and enforceable in respect of the relevant Finance Party, or not having been extended to cover the obligations of a Finance Party, and regardless of any discharge of Secured Obligations, for example, in connection with corporate restructuring proceedings to the effect that respective priority position in waterfall will be provided for the full amount of the respective layer of Secured Obligations as if the discharge had not taken place.

11.2 Non-Cash Distributions

If the Security Agent or any Finance Party receives any distribution otherwise than in cash in respect of any Debt, such distribution will not be applied pursuant to Clause 11.1 (*Order of Application*) and reduce the relevant Debt until cash proceeds from realisation of such distribution have been received and applied by the Security Agent.

12. Consents

12.1 No Objection by the Intercompany Creditors

No Intercompany Creditor shall have any claim or remedy against any Group Company or any Finance Party by reason of:

(a) the entry by any of them into any Senior Finance Document or any other agreement between any Finance Party and any Group Company;

(b) any waiver or consent; or

(c) any requirement or condition imposed by or on behalf of any Finance Party under any Senior Finance Document or any such other agreement,

which breaches or causes an event of default or potential event of default (however described) under any Intercompany Document. No Intercompany Creditor may object to any such matter by reason of any provision of any Intercompany Document.

12.2 Consents

If the Finance Parties or any class of them give any waiver or consent under, or in relation to, any Senior Finance Document in circumstances where the relevant ICA Group Company is required to obtain a corresponding waiver or consent under, or in relation to, any Intercompany Document to avoid a breach of or default under that Intercompany Document, that waiver or consent under that Senior Finance Document shall automatically operate as a waiver or consent, as the case may be, under that Intercompany Document.

12.3 Prepayments

(a) Until the Final Discharge Date, each Intercompany Creditor and any Secured Party waives any right it may have to any proceeds or other amounts which are required by any Senior Finance Document to be applied in mandatory prepayment of any Debt owing to a Secured Party or which is applied in voluntary prepayment of any such Debt, in each case to the extent that any such proceeds or amounts are applied in accordance with the relevant Senior Finance Document or this Agreement, provided that following an Enforcement Action all amounts Recovered shall be applied in accordance with Clause 11.1 (*Order of Application*).

(b) Paragraph (a) above shall, unless an Event of Default has occurred and is continuing, apply notwithstanding that any such proceeds or amounts result from the disposal of any asset which is subject to Security created under the Transaction Security Documents.

13. Release of Security

(a) The Security Agent is authorised and may execute on behalf of any Secured Party, the Super Senior Representative, any release of the Guarantees or the Security created by any Transaction Security Document, to the extent that such release is made with the prior written consent of the Super Senior Representative and the Senior Representative.

(b) Each Party acknowledges and agrees that it will execute such releases as the Security Agent may request in order to give effect to this Clause 13. No such release will affect the obligations and liabilities of any other ICA Group Company under any Senior Finance Document.

(c) Any Transaction Security or Guarantee to be released in accordance with this Clause 13 will always be released *pro rata* between the Secured Parties and the remaining Transaction Security will continue to rank *pari passu* between the Secured Parties as set forth in the Transaction Security Documents and this Agreement.

14. Role of the Security Agent

14.1 Appointment of the Security Agent

Each Finance Party hereby irrevocably:

(a) appoints the Security Agent to act as security agent under and in connection with the relevant Senior Finance Documents and this Agreement;

(b) authorises the Security Agent on its behalf to sign, execute and enforce the Transaction Security Documents and the Guarantee and Adherence Agreement;

(c) authorises the Security Agent to enter into agreements with the Issuer or a third party or take such other actions, as is, in the Security Agent's opinion, necessary for the purpose of maintaining, releasing or enforcing the Transaction Security or the Guarantees or for the purpose of settling the Finance Parties' or the Issuer's rights to the Transaction Security or the Guarantees, in each case in accordance with the terms of the Senior

Finance Documents and provided that such agreements or actions are not in the sole opinion of the Security Agent detrimental to the interests of the Finance Parties; and

(d) authorises the Security Agent on its behalf to perform the duties and to exercise the rights, powers, authorities and discretions specifically given to it under or in connection with the relevant Senior Finance Documents and this Agreement, together with any other incidental rights, powers, authorities and discretions.

14.2 Instructions

(a) The Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Instructing Party (or, if this Agreement stipulates the matter is a decision for any other Finance Party, from that Finance Party) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Security Agent may refrain from acting unless and until it receives those instructions or that clarification.

(b) Save in the case of decisions stipulated to be a matter for any other Finance Party under this Agreement and unless a contrary intention appears in this Agreement, any instructions given to the Security Agent by the Instructing Party shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.

(c) The Security Agent may refrain from acting in accordance with any instructions of any Finance Party until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Debt Documents and which may include payment in advance) for any cost, loss or liability (together with any applicable VAT) which it may incur in complying with those instructions.

14.3 Duties of the Security Agent

(a) The duties of the Security Agent under the Senior Finance Documents and this Agreement are solely mechanical and administrative in nature and shall in relation to this Agreement be limited to those expressly set forth in this Agreement (and no others shall be implied). Except as specifically provided in the Debt Documents to which the Security Agent is a party, the Security Agent has no obligations of any kind to any other Party under or in connection with the Debt Documents.

(b) The Security Agent is not responsible for (i) the adequacy, accuracy or completeness of any information supplied by any Party in connection with the Debt Documents or (ii) the legality, validity or enforceability of any

Debt Document or any agreement or document relating thereto or whether a Secured Party has recourse against any Party or any of its respective assets. Each Secured Party confirms to the Security Agent that it has made and will continue to make its own independent appraisal and investigation of all risks arising under or in connection with the Debt Documents including with respect to the financial condition and status of any ICA Group Company or other Group Company.

(c) The Security Agent shall not be held responsible for any loss or damage resulting from a legal enactment (Swedish or foreign), the intervention of a public authority (Swedish or foreign), an act of war, a strike, a blockade, a boycott, a lockout or any other similar circumstance. The reservation in respect of strikes, blockades, boycotts and lockouts shall apply even if the Security Agent itself is subject to such measures or takes such measures. Where a circumstance referred to in this paragraph prevents the Security Agent from making payments or taking measures, such payments or measures may be postponed until such circumstance no longer exists. If the Security Agent is prevented from receiving payment/delivery, the Security Agent shall not be obliged to pay interest.

(d) Any loss or damage that has occurred in other circumstances than as set out in paragraph (b) and (c) above shall not be indemnified by the Security Agent unless such losses or damages are suffered or occurred by reason of wilful wrongdoing or gross negligence on the part of the Security Agent. The Security Agent shall for the avoidance of doubt not be deemed to be negligent if having acted in accordance with such practices and procedures as are generally accepted in the banking sector. In no event shall the Security Agent be liable for any indirect loss or damage.

(e) The Issuer undertakes to indemnify the Security Agent from and against all actions, claims, demands and proceedings brought or made against it in its capacity as Security Agent under the Senior Finance Documents and all costs, charges, expenses and other liabilities of whatever nature for which it may be or become liable by reason of such actions, claims, demands and proceedings, except with respect to any such actions, claims, demands or proceedings, costs, charges, expenses and other liabilities arising by reason of wilful wrongdoing or gross negligence on the part of the Security Agent.

(f) The Security Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Group Company or any other person.

(g) Notwithstanding any other provision of any Senior Finance Document or this Agreement to the contrary, the Security Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

14.4 Exclusion of Liability

(a) Without limiting paragraph (b) below, the Security Agent shall, when acting in accordance with the provisions of this Agreement or any Senior Finance Document, incur no liability towards any of the parties to this Agreement and will not be liable for any damages occurred as a result of any action taken by it under or in connection with any Senior Finance Document or this Agreement, unless directly caused by its gross negligence or wilful misconduct.

(b) No Party (other than the Security Agent) may take any proceedings against any officer, employee or agent of the Security Agent in respect of any claim it might have against the Security Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Senior Finance Document or this Agreement and any officer, employee or agent of the Security Agent may rely on this Clause 14.4.

(c) The Security Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Senior Finance Documents or this Agreement to be paid by it if it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by it for that purpose.

(d) The Security Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Security Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

14.5 Confidentiality

(a) The Security Agent (in acting as security agent for the Finance Parties) shall be regarded as acting through its respective security agency division which shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by another division or department of the Security Agent, it may be treated as confidential to that division or department and the Security Agent shall not be deemed to have notice of it.

14.6 Information from Finance Parties

Each Finance Party shall supply the Security Agent with any information that the Security Agent may reasonably specify as being necessary or desirable to enable the Security Agent to perform its functions as Security Agent.

14.7 Delegation

The Security Agent may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.

14.8 French Law Transaction Security Documents

(a) Without prejudice to the other provisions of this Clause 14, each Finance Party (other than the Security Agent):

(i) appoints the Security Agent to act as agent (*mandataire*) pursuant to article 1984 of the French Code Civil for the purpose of executing any Security Documents governed by French law (together, the "**French Transaction Security Documents**") in its name;

(ii) confirms its approval of the French Transaction Security Documents creating or expressed to create Transaction Security benefiting to it and any Transaction Security created or to be created pursuant thereto; and

(iii) irrevocably authorises, empowers and directs the Security Agent (by itself or by such person(s) as it may nominate) on its behalf, to perform the duties and to exercise the rights, powers and discretions that are specifically delegated to it under or in connection with the French Transaction Security Documents, to take any action and exercise any right, power, authorities and discretion upon the terms and conditions set out in this Agreement under or in connection with the French Transaction Security Documents, in each case together with any other rights, powers and discretions which are incidental thereto, it being understood that each Finance Party (other than the Security Agent) shall issue special powers of attorneys in all cases where the exercise of powers granted under this Agreement requires the issuance of any such special powers of attorney, and the Security Agent accepts such appointment.

(b) The Security Agent will act solely for itself (as Secured Party) and as agent for the other Finance Parties in carrying out its functions as security agent under the relevant French Transaction Security Documents and this Agreement.

(c) In relation to the French Transaction Security Documents, the relationship between the Finance Parties (other than the Security Agent) and the Security Agent is that of principal and agent only. The Security Agent shall not have, or be deemed to have, assumed any obligations to or fiduciary relationship with, any party to this Agreement other than those for which specific provision is made by the French Transaction Security Documents and this Agreement.

(d) The Security Agent shall not be liable to any person for any breach by any Finance Party of this Agreement or any Senior Finance Document or be liable to any Finance Party for any breach by any other person of this Agreement or any Senior Finance Document.

(e) Each of the Finance Parties hereby undertakes to the Security Agent that, promptly upon request, such Finance Party will ratify and confirm all transactions entered into and other actions by the Security Agent (or any of its substitutes or delegates) in the proper exercise of the power granted to it hereunder.

(f) Notwithstanding any other provision in this Agreement, no Finance Party (including the Security Agent) shall be entitled to exercise any right of set-off, take any Enforcement Action under any French Transaction Security Documents, to the extent such action is prohibited by French insolvency law.

(g) The provisions of this Agreement, and in particular its clause 11.1 (*Order of Application*) constitute a subordination agreement within the meaning of Article L. 626-30 of the French Commercial Code. As such, in the event of accelerated safeguard (*sauvegarde accélérée)*, or safeguard (*sauvegarde*), or judicial reorganization proceedings (*redressement judiciaire*) involving the constitution of classes of affected parties, the Parties shall bring this Agreement to the attention of the judicial administrator(s) (*administrateur(s) judiciaire(s)*) so that the composition of those classes reflects the waterfall provided for in clause 11.1 (*Order of Application*). The judicial administrator(s) are however solely responsible for the composition of the classes of affected parties.

(h) In the context of their consultation, whether individually or within classes of affected parties, the Security Agent, Senior Lenders and Super Senior Lenders shall not vote in favour of any restructuring proposal that would be contrary to the waterfall provided for in clause 11.1 (*Order of Application*), it being specified that:

(i) any proceeds recovered by any Finance Parties in the context of any French insolveny proceedings (safeguard (*sauvegarde*), accelerated safeguard (*sauvegarde accélérée*), judicial reorganization (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire)* proceedings) would be subject to clause 10.1 (*Payments to Finance Parties*); and

(ii) none of the ICA Group Companies can be considered to be in breach of its obligations under this Agreement if it make a payment pursuant to a French court order that is contrary to the provisions of this Agreement, including a judgment approving a safeguard plan (*plan de sauvegarde*) or reorganization plan (*plan de redressement*).

15. The Bonds Agent and the Facility Agent

15.1 Liability

(a) It is expressly understood and agreed by the Parties that this Agreement is executed and delivered by each of the Bonds Agent and the Facility Agent not individually or personally but solely in their respective capacity as agent in the exercise of the powers and authority conferred and vested in it under the relevant Bonds Finance Documents and Super Senior Finance Documents (respectively) for and on behalf of the Bondholders and the Super Senior Facility Creditors only for which each of the Bonds Agent and the Facility Agent acts as agent and they shall have no liability for acting for itself or in any capacity other than as agent and nothing in this Agreement shall impose on them any obligation to pay any amount out of its personal assets. Notwithstanding any other provision of this Agreement, their obligations hereunder (if any) to make any payment of any amount or to hold any amount on behalf of any other party shall be only to make payment of such amount to or hold any such amount to the extent that (i) it has actual knowledge that such obligation has arisen and (ii) it has received and, on the date on which it acquires such actual knowledge, has not distributed to the Bondholders or Super Senior Facility Creditors for which it acts as agent in accordance with the Terms and Conditions and the Super Senior Facility (respectively) any such amount.

(b) It is further understood and agreed by the Parties that in no case shall the Bonds Agent or the Facility Agent be (i) personally responsible or accountable in damages or otherwise to any other party for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Bonds Agent or the Facility Agent in good faith in accordance with this Agreement or any of the Bonds Finance Documents or the Super Senior Facility Finance Documents in a manner that the Bonds Agent or the Facility Agent believed to be within the scope of the authority conferred on it by this Agreement or any of the Senior Finance Documents or by law, or (ii) personally liable for or on account of any of the statements, representations, warranties, covenants or obligations stated to be those of any other Party, all such liability, if any, being expressly waived by the Parties and any person claiming by, through or under such Party; provided however, that the Bonds Agent or the Facility Agent shall be personally liable under this Agreement for its own gross negligence or wilful misconduct. It is also acknowledged and agreed that neither of the Bonds Agent nor the Facility Agent shall have any responsibility for the actions of any individual Bondholder or Super Senior Bondholder (save in respect of its own actions).

(c) The Bonds Agent is not responsible for the appointment or for monitoring the performance of the Security Agent.

(d) The Facility Agent is not responsible for the appointment or for monitoring the performance of the Security Agent.

(e) The Security Agent agrees and acknowledges that it shall have no claim against any of the Bonds Agent or the Facility Agent in respect of any fees, costs, expenses and liabilities due and payable to, or incurred by, the Security Agent.

(f) Neither the Bonds Agent nor the Facility Agent shall be under obligation to instruct or direct the Security Agent to take any Enforcement Action unless it shall have been instructed to do so by the Bondholders or the Super Senior Facility Creditors and if it shall have been indemnified and/or secured to its satisfaction.

(g) The provisions of this Clause 15.1 shall survive the termination of this Agreement.

15.2 Instructions

In acting under this Agreement, the Bonds Agent and the Facility Agent is entitled to seek instructions from the Bondholders or the Super Senior Facility Creditors, respectively, at any time and, where it acts on the instructions of the Bondholders or Super Senior Facility Creditors, the Bonds Agent or the Facility Agent shall not incur any liability to any person for so acting. Neither the Bonds Agent nor the Facility Agent is liable to any person for any loss suffered as a result of any delay caused as a result of it seeking instructions from the Bondholders or the Super Senior Facility Creditors, respectively.

15.3 Bonds Agent's assumptions

(a) The Bonds Agent is entitled to assume that:

(i) any payment or other distribution (other than payments or distributions made by the Bonds Agent) made pursuant to this Agreement in respect of the Bonds has been made in accordance with the ranking in Clause 3 (*Ranking and Priority*) and is not prohibited by any provisions of this Agreement and is made in accordance with these provisions;

(ii) the proceeds of enforcement of the Guarantees or any Security conferred by the Transaction Security Documents have been applied in the order set out in Clause 11.1 (*Order of Application*); and

(iii) any Bonds issued comply with the provisions of this Agreement.

(b) The Bonds Agent shall not have any obligation under Clause 8 (*Effect of Insolvency Event*) in respect of amounts received or recovered by it unless (i) it has actual knowledge that the receipt or recovery falls within paragraph (a) above, and (ii) it has not distributed to the relevant Bondholders in accordance with the Terms and Conditions any amount so received or recovered.

(c) The Bonds Agent shall not be obliged to monitor performance by the ICA Group Companies, the Security Agent or any other Party to this Agreement or the Bondholders of their respective obligations under, or compliance by them with, the terms of this Agreement.

16. Responsibility of the Representatives and the Agents

16.1 No action

(a) Notwithstanding any other provision of this Agreement, no Representative and no Agent shall have any obligation to take any action under this Agreement unless it is indemnified and/or secured to its satisfaction in respect of all costs, expenses and liabilities which it would in its opinion thereby incur (together with any associated VAT). No Representative and no Agent shall have an obligation to indemnify (out of its personal assets) any other person, whether or not a Party, in respect of any of the transactions contemplated by this Agreement. In no event shall the permissive rights of a Representative or an Agent to take action under this Agreement be construed as an obligation to do so.

(b) Prior to taking any action under this Agreement any Representative and any Agent may request and rely upon an opinion of counsel or opinion of another qualified expert, at the expense of the Issuer.

(c) Notwithstanding any other provisions of this Agreement or any other Senior Finance Document to which a Representative or an Agent is a party to, in no event shall a Representative or an Agent be liable for special, indirect, punitive or consequential loss or damages of any kind whatsoever (including but not limited to loss of business, goodwill, opportunity or profits) whether or not foreseeable even if such Representative or Agent has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise.

16.2 Reliance on certificates

The Representatives and the Agents shall at all times be entitled to and may rely on any notice, consent or certificate given or granted by any Party without being under any obligation to enquire or otherwise determine whether any such notice, consent or certificate has been given or granted by such Party properly acting in accordance with the provisions of this Agreement.

16.3 No fiduciary duty

No Representative and no Agent shall be deemed to owe any fiduciary duty to any Finance Party or Intercompany Creditor (other than if expressly stated) and shall not be personally liable to any Finance Party or Intercompany Creditor if it shall in good faith mistakenly pay over or distribute to any Secured Party or Intercompany Creditor or to any other person cash, property or securities to which any other Secured Party or Intercompany Creditor shall be entitled by virtue of this Agreement or otherwise.

16.4 Debt assumptions

(a) The Representatives and the Agents may rely on:

(i) any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and

(ii) any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

(b) The Representatives and the Agents may assume, unless it has received notice to the contrary in its capacity as agent, that:

(i) no event of default or potential event of default, however described, has occurred (unless it has actual knowledge of a failure by an ICA Group Company to pay on the due date an amount pursuant to a Senior Finance Document);

(ii) no Super Senior Debt or Senior Debt have been accelerated;

(iii) any instructions or Enforcement Instructions received by it from a Representative or an Agent are duly given in accordance with the terms of the Senior Finance Documents, and, unless it has received actual notice of revocation, that those instructions or directions have not been revoked;

(iv) any right, power, authority or discretion vested in any Party or any group of creditors or Finance Parties has not been exercised; and

(v) any notice or request made by the Issuer is made on behalf of and with the consent and knowledge of all the ICA Group Companies.

(c) The Representatives and the Agents may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts. The Security Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Security Agent (and so separate from any lawyers instructed by any Finance Party) if the Security Agent in its reasonable opinion deems this to be desirable.

(d) The Representatives and the Agents may disclose to any other Party any information it reasonably believes it has received as Agent.

(e) The Representatives and the Agents are not obliged to monitor or enquire whether any Event of Default (or an event that may lead to an Event of Default) has occurred.

16.5 Provisions survive termination

The provisions of this Clause 16 shall survive any termination of this Agreement.

16.6 Other Parties not affected

No provision of this Clause 16 shall alter or change the rights and obligations as between the other Parties in respect of each other. This Clause 16 is intended to afford protection to the Representatives or the Agents only.

16.7 Confirmation

Without affecting the responsibility of any ICA Group Company for information supplied by it or on its behalf in connection with any Senior Finance Document, each Secured Party (other than any Representative (in its personal capacity) and the Security Agent) confirms that it:

(a) has made, and will continue to make, its own independent appraisal of all risks arising under or in connection with the Senior Finance Documents (including the financial condition and affairs of the Group and the nature and extent of any recourse against any Party or its assets); and

(b) has not relied on any information provided to it by the Representatives in connection with any Senior Finance Document.

16.8 Provision of information

No Representative and no Agent is obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party. No Representative and no Agent is responsible for:

(a) providing any Secured Party with any credit or other information concerning the risks arising under or in connection with the Senior Finance Documents (including any information relating to the financial condition or affairs of any ICA Group Company or the nature or extent of recourse against any Party or its assets) whether coming into its possession before, on or after the date of this Agreement; or

(b) obtaining any certificate or other document from any ICA Group Company.

16.9 Disclosure of information

The Issuer irrevocably authorises any Representative and any Agent to disclose to any Secured Party any information that is received by the Representative or the Agent in its capacity as Representative or Agent.

16.10 Illegality

(a) Each Representative and each Agent may refrain from doing anything (including disclosing any information) which might, in its opinion, constitute a breach of any law or regulation and may do anything which, in its opinion, is necessary or desirable to comply with any law or regulation.

(b) Furthermore, each Representative and each Agent may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

17. Information

17.1 Notification of prescribed events

If a default (however described) is continuing, an Event of Default occurs or ceases to be continuing, or if an Acceleration Event occurs the relevant Representative shall upon becoming aware of the same notify the other Representatives and the Security Agent.

17.2 Amounts of Debt

Each Representative and the Intercompany Creditors will on written request by any of the others or the Security Agent from time to time notify the others and the Security Agent in writing of details of the amount of its outstanding Debt.

17.3 Dealings with Security Agent and other Representatives

(a) Each Super Senior Facility Creditor shall deal directly with the Facility Agent and the Facility Agent shall deal directly with the Security Agent.

(b) Each Bondholder shall deal directly with the Bonds Agent and the Bonds Agent shall deal directly with the Security Agent.

18. Changes to the Parties

18.1 Assignments and Transfers by Creditors

No Finance Party or Intercompany Creditor may assign or transfer any of its rights or obligations under this Agreement or any Debt Document to, or in favour of, any person unless such assignment or transfer is made in accordance with the terms of the relevant Debt Document (and, in relation to Intercompany Debt, that person is permitted or required to become Intercompany Creditor by the Senior Finance Documents) and provided that such person executes and delivers a duly completed and signed ICA Group Company Accession Agreement (except for the Bondholders or Super Senior Facility Creditors) to the Security Agent. Such assignment or transfer will not be effective unless and until the Security Agent executes an ICA Group Company Accession Agreement duly completed and signed on behalf of that person.

18.2 Assignment and Transfer by ICA Group Companies

No ICA Group Company may assign or transfer any of its rights or obligations under this Agreement or any Debt Document other than pursuant to Clause 13 (*Release of Security*).

18.3 Resignation of Agents

(a) An Agent may resign and appoint one of its Affiliates acting through an office in Sweden or Norway as successor by giving notice to the other Representatives and the Issuer.

(b) Alternatively an Agent may resign by giving notice to the other Agents and the Issuer, in which case the other Agents (after consultation with the Issuer) may appoint a successor Agent.

(c) If the Agents have not agreed upon and appointed a successor Agent in accordance with paragraph (b) above within 30 days after notice of resignation was given, the retiring Agent (after consultation with the Issuer) may appoint a successor Agent.

(d) The retiring Agent shall, at its own cost, make available to its successor such documents and records and provide such assistance as its successor may reasonably request for the purposes of performing its functions as Agent under the Senior Finance Documents and this Agreement.

(e) The resignation notice of an Agent shall only take effect upon the appointment of a successor.

(f) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of this Agreement provided however that a retiring Security Agent shall remain entitled to the benefit of Clause 14 (*Role of the Security Agent*) and 20.5 (*Indemnity to the Security Agent*).

(g) A successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

(h) Notwithstanding paragraphs (a)–(g) above:

(i) resignation and appointment of the Security Agent is subject to the approval by the Representatives. The Representatives shall be authorised (in its sole discretion) to grant such consent without any approval or consent from the Bondholders or the Super Senior Facility Creditors;

(ii) notwithstanding paragraph (i) above, the Original Security Agent may resign as Security Agent once the Bonds and Super Senior Facility have been redeemed without any prior approval or consent (for the avoidance of doubt even if any other Secured Obligations are outstanding);

(iii) resignation and appointment of an Agent shall always be made in accordance with the Senior Finance Documents and the Super Senior Finance Documents (as applicable).

18.4 Execution and Notification by Security Agent

(a) Each Party (other than the relevant acceding person) irrevocably authorises the Security Agent to execute on its behalf any ICA Group Company Accession Agreement which has been duly completed and signed on behalf of the relevant acceding person in accordance with this Agreement.

(b) The Security Agent shall notify the other Parties promptly of the receipt and execution by it on their behalf of any ICA Group Company Accession Agreement.

19. Notices

19.1 Communications in Writing

Any communication or document to be made or delivered under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made or delivered by e-mail or letter.

19.2 Addresses

The address and e-mail (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is:

(a) in the case of the Issuer, the Original Facility Agent, the Original Bonds Agent and the Original Security Agent, that identified with its name below; and

(b) in the case of any ICA Group Company, that identified with the Issuer's name below,

or any substitute address, e-mail or department or officer as the Party may notify to the Security Agent (or the Security Agent may notify to the other Parties, if a change is made by the Security Agent) by not less than five (5) Business Days' notice.

19.3 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

(i) if by way of e-mail, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 19.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

(c) A notice given by e-mail which is dispatched after close of business at the place of receipt, or on a day which is not a Business Day, will be deemed to have been given on the next Business Day.

19.4 Notification of Address and E-mail Address

Promptly upon receipt of notification of an e-mail address and postal address or change thereof pursuant to Clause 19.2 (*Addresses*) or changing its own e-mail address or postal address, the Security Agent shall notify the other Parties.

19.5 English Language

(a) Any notice given under or in connection with this Agreement must be in English.

(b) All other documents provided under or in connection with this Agreement must be:

(i) in English; or

(ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

20. Expenses and Indemnities

20.1 Finance Party Expenses

To the extent not already paid under another Debt Document, each ICA Group Company and each Intercompany Creditor will, within five (5) Business Days of demand, pay to each Finance Party the amount of all costs and expenses (including external legal fees) incurred by that Finance Party in connection with the enforcement or preservation of that Finance Party's rights against that ICA Group Company or Intercompany Creditor under this Agreement.

20.2 Security Agent Expenses

The Issuer shall within three (3) Business Days of demand pay the Security Agent the amount of all reasonable costs and expenses (including external legal fees) incurred by it in connection with the administration, preservation, enforcement or release of any Guarantee or any Security created pursuant to any Transaction Security Document.

20.3 Secured Parties' Indemnity to the Security Agent

Each other Secured Party shall (in proportion to its share of the Debt then outstanding to all the Debt then outstanding and/or available for drawing under the relevant Senior Finance Documents) indemnify the Security Agent, within three (3) Business Days of demand, against any cost, loss or liability incurred by the Security Agent (otherwise than by reason of its gross negligence or wilful misconduct) in acting as Security Agent under the Senior Finance Documents (unless it has been reimbursed by an ICA Group Company pursuant to a Senior Finance Document).

20.4 Deduction from Amounts Payable by the Security Agent

If any Party owes an amount to the Security Agent under the Senior Finance Documents or this Agreement, the Security Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Security Agent would otherwise be obliged to make under the Senior Finance Documents or this Agreement and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Senior Finance Documents or this Agreement that Party shall be regarded as having received any amount so deducted.

20.5 Indemnity to the Security Agent

The Issuer shall, within 3 Business Days of demand, indemnify the Security Agent against any cost, loss or liability incurred by the Security Agent (acting reasonably) as a result of:

(a) investigating any event which it reasonably believes is an event of default or potential event of default, however described;

(b) acting or relying on any notice, request or instruction which it believes to be genuine, correct and appropriately authorised;

(c) the protection or enforcement of the Transaction Security,

(d) the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent by the Senior Finance Documents or by law; or

(e) any default by any Group Company in the performance of any of the obligations expressed to be assumed by it in the Senior Finance Documents.

20.6 Currency Indemnity

(a) If any Recoveries or any other payment required to be paid by any Intercompany Creditor, Intercompany Debtor or ICA Group Company under this Agreement (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against that Intercompany Creditor, Intercompany Debtor or ICA Group Company; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Intercompany Creditor, Intercompany Debtor or ICA Group Company shall as an independent obligation, within three (3) Business Days of demand, indemnify the Security Agent and, until the Final Discharge Date, the Representatives against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Intercompany Creditor, Intercompany Debtor and ICA Group Company waives any right they may have in any jurisdiction to pay any amount under this Agreement in a currency or currency unit other than that in which it is expressed to be payable.

21. Amendments and waivers

(a) No term of this Agreement may be amended or waived except with the prior written consent of the Representatives (until the Final Discharge Date).

(b) Subject to Clause 4.2 (*Amendments and Waivers*) and Clause 13 (*Release of Security*), each Secured Party may amend or waive the terms of the finance documents for the Secured Obligations owed to such Secured Party (other than this Agreement, any Transaction Security Documents and the Guarantee and Adherence Agreement) in accordance with their terms at any time.

(c) No amendment or waiver may be made or given that has the effect of changing or which relates to an amendment to any material term of this Agreement (including to the order of priority or subordination under this Agreement) without the prior written consent of the Representatives and the Security Agent (until the Final Discharge Date).

(d) The prior consent of the Representatives is required to authorize any amendment or waiver of, or consent under, any Transaction Security or Guarantee which would affect the nature or scope of the security assets or the manner in which the proceeds of enforcement of the Transaction Security and Guarantees are distributed.

(e) The consent of an ICA Group Company, Intercompany Debtor or an Intercompany Creditor is not required for any amendment or waiver of a term of this Agreement except if the amendment or waiver may impose new or additional obligations on or withdraw or reduce the rights of such ICA Group Company, Intercompany Debtor or Intercompany Creditor.

(f) Any amendment or waiver made in accordance with this Clause 21 will be binding on all Parties and the Security Agent may effect, on behalf of any Representative or Secured Party, any amendment or waiver permitted by this Clause 21.

22. Partial Invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

23. Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any Intercompany Creditor any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

24. Force Majeure and Limitation of Liability

(a) A Secured Party shall not be held responsible for any damage arising out of any Swedish or foreign legal enactment, or any measure undertaken by a Swedish or foreign public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance. The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Secured Party takes such measures, or is subject to such measures.

(b) Any damage that may arise in other cases shall not be indemnified by the Finance Parties unless caused by their gross negligence or wilful misconduct. The Finance Parties shall not in any case be held responsible for any indirect damage. Should there be an obstacle as described above for the Finance Parties to take any action in compliance with this Agreement, such action may be postponed until the obstacle has been removed.

25. Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

26. Termination

This Agreement shall automatically terminate upon the Super Senior Discharge Date. Clause 27 (*Governing law*) shall survive the termination of this Agreement.

27. Governing Law

This Agreement is governed by Swedish law.

28. Enforcement

(a) The courts of Sweden, with the City Court of Stockholm being the court of first instance, have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligation arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) (a "**Dispute**").

(b) The Parties agree that the courts of Sweden, with the City Court of Stockholm being the court of first instance, are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary. Each party hereto expressly submits to the jurisdiction of the aforementioned courts and hereby irrevocably waives the right to the jurisdiction of any other court that could apply by virtue of its present or future domicile or for any other reason.

(c) Notwithstanding paragraph (a) above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts within either a member state of the European Union or any state that is party to the Lugano II Convention and which in each case have jurisdiction pursuant to the provisions of Chapter II, Sections 1 and 2 of the Brussels I Regulation (recast) or pursuant to the provisions of Title II, Sections 1 and 2 of the Lugano II Convention. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of the jurisdictions identified in this Clause 28 that are competent to hear those proceedings.

(d) In this Clause 28, "Brussels I Regulation (recast)" means EU Regulation (1215/2012) on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters (recast) and "Lugano II Convention" means the Convention on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters, originally signed at Lugano on 30 October 2007.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1

The ICA Group Companies

Name of ICA Group Company	Registration number	Jurisdiction
Booster Precision Components Holding GmbH	HRB 212845 (local court Walsrode)	Germany
Booster Precision Components (Schwanewede) GmbH	HRB 205356 (local court Walsrode)	Germany
Booster Precision Components Holding SAS	reg. no. 532 748 001	France
Financiere de L'Arve SASU	reg. no. 453 507 931	France
Booster Precisión Components Mexicali, S. de R.L. de C.V.	reg. no. Mexicali 30954	Mexico
Booster Precision Components (Belusa) s.r.o.	reg. no. 47 236 787	Slovakia
Booster Precision Components (Povazska Bystrica) s.r.o.	reg. no. 47 236 761	Slovakia

Signatures

The Issuer

BOOSTER PRECISION COMPONENTS HOLDING GMBH

______________________	______________________
Name:	Name:

Address: [•]

E-mail: [•]

Attention: [•]

The ICA Group Companies

BOOSTER PRECISION COMPONENTS (SCHWANEWEDE) GMBH

______________________	______________________
Name:	Name:

BOOSTER PRECISION COMPONENTS HOLDING SAS

______________________	______________________
Name:	Name:

FINANCIERE DE L'ARVE SASU

______________________	______________________
Name:	Name:

BOOSTER PRECISION COMPONENTS MEXICALI, S. DE R.L. DE C.V.

___________________________ ___________________________

Name: Name:

BOOSTER PRECISION COMPONENTS (BELUSA) S.R.O.

___________________________ ___________________________

Name: Name:

BOOSTER PRECISION COMPONENTS (POVAZSKA BYSTRICA) S.R.O.

___________________________ ___________________________

Name: Name:

The Original Bonds Agent

NORDIC TRUSTEE & AGENCY AB (publ)

Name: Name:

Address: [•]

E-mail: [•]

Attention: [•]

The Original Facility Agent

NORDIC TRUSTEE GMBH

Name: Name:

Address: Mainzer Landstraße 33, 60329 Frankfurt am Main, Germany

E-mail: germany@nordictrustee.com

Attention: Germany Agency Services / Project Booster