

Guarantee and Adherence Agreement

between

Francks Kylindustri Holding AB

as Issuer

and

the Guarantors as named herein

and

Nordic Trustee & Agency AB (publ)

as Security Agent on behalf of the Secured Parties

29 April 2024

Table of contents

1.	Definitions and Construction	2
2.	Guarantee.....	4
3.	Adherence	6
4.	Successors and Assignees	6
5.	No Waiver.....	6
6.	Modifications.....	6
7.	Release of Guarantors	6
8.	Severability.....	7
9.	Guarantee Limitations.....	7
10.	Changes to the Guarantors	7
11.	Expenses and Indemnities	9
12.	Notices	9
13.	Governing Law and Enforcement	9

List of Schedules

Schedule 1	Original Guarantors
Schedule 2	Conditions Precedent
Schedule 3	Form of Accession Letter

This **Guarantee and Adherence Agreement** (this "**Agreement**") is dated 29 April 2024 and made between:

- (a) **Francks Kylindustri Holding AB**, Swedish Reg. No. 559174-4767, a public limited liability company incorporated under the laws of Sweden (the "**Issuer**");
- (b) The companies listed in Schedule 1 (*Original Guarantors*) (together the "**Original Guarantors**"); and
- (c) **Nordic Trustee & Agency AB (publ)**, acting for itself and as security agent for the other Secured Parties (as defined below) (the "**Security Agent**").

Background

- A. The Issuer as issuer and the Security Agent as agent have entered into terms and conditions for the Issuer's senior secured floating rate bonds (ISIN SE0021923240) (the "**Terms and Conditions**") originally dated 24 April 2024 (as amended and/or amended and restated from time to time), pursuant to which the Issuer shall issue debt instruments in an initial amount of SEK 550,000,000 under a framework of SEK 1,250,000,000.
- B. Pursuant to a super senior revolving credit facility agreement in an original amount of SEK 100,000,000 originally dated 26 April 2024 (as amended and/or amended and restated from time to time) between, amongst others, the Issuer as company and original borrower, Franck Kylindustri Group Holding AB as parent (the "**Parent**") and original borrower and Nordea Bank Abp, filial i Sverige as lender and original hedge counterparty (the "**Super Senior RCF Agreement**"), the Lender (as defined therein) has agreed to make available to the Borrowers (as defined therein) the above facility, subject to the terms and conditions of the Super Senior RCF Agreement.
- C. The Guarantors have agreed to enter into this Agreement to (i) guarantee the Secured Obligations (as defined below) and (ii) adhere to the terms of the Senior Finance Documents on the terms set out below.
- D. This Agreement is entered into subject to the terms of the Terms and Conditions, the Super Senior RCF Agreement and the Intercreditor Agreement (as defined below).

1. Definitions and Construction

1.1 Definitions

The following capitalised words and expressions shall have the meanings ascribed to them below:

"**Accession Letter**" means a document substantially in the form set out in Schedule 3 (*Form of Accession Letter*).

"**Additional Guarantor**" means a company which becomes an Additional Guarantor in accordance with Clause 10.1 (*Additional Guarantors*).

"Guarantee" means the guarantee granted by each Guarantor pursuant to Clause 2 (*Guarantee*) subject to the limitations pursuant to Clause 9 (*Guarantee Limitations*).

"Guarantor" means each Original Guarantor and any Additional Guarantor.

"Intercreditor Agreement" means the intercreditor agreement originally dated 29 April 2024 (as amended and/or amended and restated from time to time) between, amongst others, the Issuer, the Obligors, Nordea Bank Abp, filial i Sverige, any creditor under any the Shareholder Debt, any creditor under any Subordinated Debt, Nordic Trustee & Agency AB (publ) as Security Agent and Agent under the Terms and Conditions (each as defined therein).

"Norwegian Companies Act" means the Norwegian Private Limited Liability Companies Act of 13 June 1997 no. 44 (No. *aksjeloven*).

"Obligor" shall have the same meaning ascribed to such term in the Intercreditor Agreement.

"Secured Obligations" shall have the same meaning ascribed to such term in the Intercreditor Agreement.

"Secured Parties" shall have the same meaning ascribed to such term in the Intercreditor Agreement.

"Senior Finance Documents" shall have the same meaning ascribed to such term in the Intercreditor Agreement.

"Super Senior RCF Creditor" shall have the same meaning ascribed to such term in the Intercreditor Agreement.

"Swedish Companies Act" means the Swedish Companies Act (Sw. *aktiebolagslagen* (2005:551), as amended).

1.2 Construction

- (a) Unless otherwise defined in this Agreement, terms defined in the Intercreditor Agreement shall have the same meanings when used in this Agreement and the rules of construction set out in the Intercreditor Agreement shall apply also to this Agreement.
- (b) A reference in this Agreement to the Security Agent is always a reference to the Security Agent acting for itself and on behalf of the Secured Parties (unless expressly stated otherwise).
- (c) No failure to exercise, nor any delay in exercising, on the part of the Security Agent and the Secured Parties, 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.

- (d) In the event of any inconsistency between the terms of this Agreement and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail, without prejudice to any Guarantee and for as long as it does not risk jeopardising the Guarantee or otherwise risk to adversely affect the validity or enforceability of the Guarantee.
- (e) The Secured Parties may in accordance with the Intercreditor Agreement from time to time appoint a successor to the Security Agent by giving notice to the Issuer. With regards to the replacement of the Security Agent, the Issuer shall at the request of the Security Agent take all actions necessary to preserve the Guarantee.

2. Guarantee

- (a) Subject to Clause 9 (*Guarantee Limitations*), each Guarantor jointly and severally, irrevocably and unconditionally, guarantees, as principal obligor and as for its own debt (*Sw. proprieborgen*), to each Secured Party and their successors and assignees the full and punctual payment and performance of all Secured Obligations, including the payment of principal and interest under the Senior Finance Documents when due, whether at maturity, by acceleration, by redemption or otherwise, and interest on any such obligation which is overdue, and of all other monetary obligations of each Obligor to the Secured Parties under the Senior Finance Documents.
- (b) Each Guarantor agrees to indemnify each Secured Party against any loss incurred by such Secured Party arising out of the non-payment, invalidity or unenforceability of the Secured Obligations, in each case, all in accordance with the terms of the Intercreditor Agreement.
- (c) Each Guarantor further agrees that the Secured Obligations may be extended or renewed or refinanced, in whole or in part, without notice or further consent from such Guarantor and that such Guarantor will remain bound under this Agreement notwithstanding any extension or renewal or refinancing of any Secured Obligation.
- (d) The obligations of the Guarantors hereunder shall not be affected by:
 - (i) the failure of any Secured Party to assert any claim or demand or to enforce any right or remedy against any Obligor, the other Guarantors or any other person under the Senior Finance Documents or any other agreement or otherwise;
 - (ii) any extension or renewal or refinancing of any debt under any Senior Finance Document;
 - (iii) any rescission, waiver, amendment or modification of any of the terms or provisions of any Senior Finance Document or any other agreement;
 - (iv) any repayment of any amount owed by a Guarantor under the Senior Finance Documents;

- (v) the release of the Issuer, any member of the Group or any other person under the terms of any composition or arrangement with any creditor of the Issuer or any member of the Group;
 - (vi) the release of any Security held by any Secured Party for the Secured Obligations;
 - (vii) any insolvency or similar proceedings; or
 - (viii) any change in the ownership of any Guarantor.
- (e) Until all of the Secured Obligations have been irrevocably paid and discharged in full, the Security Agent may:
- (i) refrain from applying or enforcing any other security, moneys or rights held or received by it in respect of such amounts or apply and enforce the same in such manner and order as it sees fit (whether against such amounts or otherwise), however always in accordance with the terms of the Intercreditor Agreement, and the Guarantors shall not be entitled to the benefit of the same; and
 - (ii) place in an interest-bearing suspense account any moneys received from the Guarantors or on account of the Guarantors' liability hereunder.
- (f) Except as expressly set forth in Clause 7 (*Release of Guarantors*) and Clause 9 (*Guarantee Limitations*) the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defence of set-off, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Secured Obligations, the Guarantee or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any Secured Party to assert any claim or demand or to enforce any remedy under the Senior Finance Documents or any other agreement.
- (g) Each Guarantor further agrees that its Guarantee herein is a continuing guarantee and shall extend to the ultimate balance of the Secured Obligations and shall continue to be effective or be reinstated in full force and effect, as the case may be, if at any time any payment, or any part thereof, by the Guarantor to any Secured Party of any Secured Obligation, whether for principal or interest or otherwise, is rescinded or must otherwise be restored or returned, upon the bankruptcy, insolvency or reorganisation of the Guarantor or otherwise, by any Secured Party to the Guarantor or any custodian, trustee, administrator, liquidator or other similar official acting in relation to the Guarantor or its property.
- (h) Each Guarantor agrees that it shall not be entitled to any right of subrogation or contribution in respect of any Secured Obligations guaranteed hereby until payment in full of all Secured Obligations.

- (i) A certificate of the Security Agent as to any amount owing from a Guarantor under the Senior Finance Documents shall be conclusive evidence (other in the case of obvious calculation errors) of such amount as against each Guarantor. No Guarantor will hold any security in respect of the Guarantor's liability hereunder.
- (j) Payments to be made by each Guarantor hereunder shall be made in immediately available funds in the same currency in which the corresponding obligations are payable by the Guarantors to such account as the Security Agent may specify.

3. Adherence

Each Guarantor hereby undertakes without limitation (for the avoidance of doubt, other than any explicit limitation specified therein) to adhere to the terms of the Senior Finance Documents and to comply with the undertakings and obligations set out in the Senior Finance Documents to the extent applicable to the relevant Guarantor.

4. Successors and Assignees

This Agreement shall be binding upon the Guarantors and shall ensure to the benefit of the successors and assignees of the Secured Parties and, in the event of any transfer or assignment of rights by any Secured Party, the rights and privileges conferred upon that party in the Senior Finance Documents shall automatically extend to and be vested in such transferee or assignee, all subject to the Intercreditor Agreement.

5. No Waiver

Neither a failure nor a delay on the part of either, any Secured Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Secured Parties and the Security Agent herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Agreement, by law or otherwise.

6. Modifications

No modification, amendment or waiver of any provision of this Agreement nor the consent to any departure by a Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Security Agent, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on a Guarantor in any case shall entitle the Guarantors to any other or further notice or demand in the same, similar or other circumstances.

7. Release of Guarantors

- (a) Each Guarantor will be deemed released from all obligations under this Agreement when the Security Agent determines (acting reasonably) that all Secured Obligations have been unconditionally and irrevocably paid and discharged in full and each commitment of the Secured Parties under the Senior Finance Documents has been cancelled or terminated.

- (b) The Security Agent shall, at the request and at the sole cost and expense of the Issuer, as soon as reasonably practicable, deliver an appropriate document evidencing such release referred to in paragraph (a) above.

8. Severability

In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. Guarantee Limitations

- (a) The obligations and liabilities of any Guarantor incorporated in Sweden pursuant to this Agreement in respect of obligations owed by parties other than itself and its wholly-owned subsidiaries shall be limited if (and only if) and to the extent required by an application of the provisions of the Swedish Companies Act regulating distribution of assets (including profits and dividends and any other form of transfer of value (Sw. *värdeöverföring*) within the meaning of the Swedish Companies Act) provided that all steps open to the Guarantors incorporated in Sweden under this Agreement and all its shareholders to authorise its obligations under this Agreement have been taken. It is agreed that the Guarantee only applies to the extent permitted by the above-mentioned provisions of the Swedish Companies Act.
- (b) The obligations and liabilities of any Guarantor incorporated in Norway pursuant to this Agreement shall be limited to the extent necessary to comply with the mandatory provisions of law applicable to it, including sections 8-7 and 8-10, cf. section 1-3, of the Norwegian Companies Act regarding unlawful financial assistance and other restrictions on a Norwegian limited liability company's ability to grant security in favour of other group companies. The obligations of the Guarantors incorporated in Norway under this Agreement shall always be interpreted so as to make those Guarantors liable to the fullest extent permitted by the Norwegian Companies Act.
- (c) In addition to this Clause 9 the obligations of an Additional Guarantor are subject to any limitation set out in the Accession Letter under which such Additional Guarantor accedes to this Agreement.

10. Changes to the Guarantors

10.1 Additional Guarantors

- (a) Subject to the terms of the Senior Finance Documents, the Issuer may request that any Group Company becomes an Additional Guarantor. That Group Company shall become an Additional Guarantor if:
 - (i) the Super Senior RCF Creditor has confirmed to the Security Agent that it is satisfied that the proposed Additional Guarantor complies with any "know your customer" or "anti-money laundering" checks under all applicable laws or regulations;

- (ii) the Issuer and the proposed Additional Guarantor deliver to the Security Agent a duly completed and executed Accession Letter; and
 - (iii) the Security Agent has received all of the documents, items and evidence specified in Schedule 2 (*Conditions precedent*).
- (b) The Security Agent shall notify the Issuer, the Bonds Agent and the Super Senior RCF Creditor promptly upon being satisfied that it has received all the documents, items and evidence specified in Schedule 2 (*Conditions Precedent*).
- (c) The Security Agent may assume that the documentation and evidence delivered to it is accurate, legally valid, enforceable, correct and true, and the Security Agent does not have to verify or assess the contents of any such documentation. The conditions precedent are not reviewed by the Security Agent from a legal or commercial perspective of the Secured Parties.

10.2 Resignation of a Guarantor

- (a) The Issuer may request that a Guarantor (other than the Issuer and the Parent) ceases to be a Guarantor by delivering to the Security Agent a letter of resignation specifying the Guarantor and which is signed by the Issuer and that Guarantor.
- (b) The Security Agent shall accept a letter of resignation and notify the Issuer, the Bonds Agent and the Super Senior RCF Creditor of its acceptance if:
 - (i) the Issuer has confirmed that no Event of Default (as defined in the Intercreditor Agreement) is continuing or would result from the acceptance of the letter of resignation (and the Issuer has confirmed that this is the case in the letter of resignation);
 - (ii) no claim for payment against such Guarantor under this Agreement is due and unpaid;
 - (iii) where the Guarantor is also a Borrower (as defined in the Super Senior RCF), the Security Agent has received a confirmation from the Super Senior RCF Creditor that the Guarantor is under no actual or contingent obligations as a Borrower and has resigned and ceased to be a Borrower under the Super Senior RCF;
 - (iv) the Issuer has confirmed that the Guarantor is not a Material Group Company (as defined in the Super Senior RCF);
 - (v) such resignation is permitted under the Senior Finance Documents;
 - (vi) any Transaction Security granted by such Guarantor is released in accordance with the terms of the Intercreditor Agreement;
 - (vii) the Security Agent has received a confirmation from the Super Senior RCF Creditor and the Bonds Agent that the relevant Guarantor may cease to be a Guarantor,

whereupon that Guarantor shall cease to be a Guarantor and shall have no further right or obligations as Guarantor under this Agreement.

11. Expenses and Indemnities

Clause 26 (*Expenses and Indemnities*) in the Intercreditor Agreement shall apply also to this Agreement *mutatis mutandis*.

12. Notices

Clause 25 (*Notices*) in the Intercreditor Agreement shall apply also to this Agreement *mutatis mutandis*.

13. Governing Law and Enforcement

Clause 32 (*Governing Law*) and Clause 33 (*Enforcement*) of the Intercreditor Agreement shall apply also to this Agreement *mutatis mutandis*.

[signature page to follow]

The Issuer

FRANCKS KYLINDUSTRI HOLDING AB

DocuSigned by:



21EA2EA63067400...

Name:

Name:

The Original Guarantors

FRANCKS KYLINDUSTRI GROUP HOLDING AB

FRANCKS KYLINDUSTRI HOLDING AB

FRANCKS KYLINDUSTRI SWEDEN AB

FRANCKS KYLINDUSTRI KARLSTAD ÖREBRO AB

FRANCKS KYLINDUSTRI I GÖTEBORG AB

FRANCKS KYLINDUSTRI I HELSINGBORG AB

FRANCKS KYLINDUSTRI MÄLARDALEN DALARNA AB

FRANCKS KYLINDUSTRI I NORRBOTTEN AB

FRANCKS KYLINDUSTRI I NORRKÖPING AB

FRANCKS KYLINDUSTRI SKARABORG SMÅLAND AB

FRANCKS KYLINDUSTRI I STOCKHOLM AB

THERMA INDUSTRI AS

THERMA BERGEN AS

HB KULDETJENESTE AS

DocuSigned by:



21EA2EA63067400...

Name:

Name:

The Security Agent

NORDIC TRUSTEE & AGENCY AB (PUBL)

acting for itself and on behalf of the Secured Parties

DocuSigned by:


E9986F72A2BC4D6...

Name:

Name:

SCHEDULE 1**Original Guarantors**

Name	Reg. No	Jurisdiction
Francks Kylindustri Group Holding AB	559174-4759	Sweden
Francks Kylindustri Holding AB	559174-4767	Sweden
Francks Kylindustri Sweden AB	556787-9670	Sweden
Francks Kylindustri Karlstad Örebro AB	556298-7023	Sweden
Francks Kylindustri i Göteborg AB	556790-1557	Sweden
Francks Kylindustri i Helsingborg AB	556370-6760	Sweden
Francks Kylindustri Mälardalen Dalarna AB	556919-2528	Sweden
Francks Kylindustri i Norrbotten AB	559282-5284	Sweden
Francks Kylindustri i Norrköping AB	556115-8337	Sweden
Francks Kylindustri Skaraborg Småland AB	556733-8545	Sweden
Francks Kylindustri i Stockholm AB	556461-5705	Sweden
Therma Industri AS	991 863 796	Norway
Therma Bergen AS	981 218 949	Norway
HB Kuldetjeneste AS	995 138 395	Norway

SCHEDULE 2**Conditions Precedent****Conditions Precedent****Required to Be Delivered by an Additional Guarantor**

1. An Accession Letter duly executed by the Additional Guarantor and the Issuer, however subject to any customary limitations.
2. An accession letter to the Intercreditor Agreement duly executed by the Additional Guarantor.
3. A copy of the constitutional documents of the Additional Guarantor.
4. A copy of a resolution of the board of directors (or such other relevant corporate body which has the corporate authority to take the below actions) of the Additional Guarantor:
 - (a) approving the terms of, and the transactions contemplated by, the Accession Letter and the Senior Finance Documents and resolving that it execute, deliver and perform the Accession Letter and any other Senior Finance Document to which it is a party;
 - (b) authorising a specified person or persons to execute the Accession Letter and any other Senior Finance Documents to which it is to be a party on its behalf;
 - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with the Senior Finance Documents to which it is a party; and
 - (d) authorising the Issuer to act as its agent in connection with the Senior Finance Documents.
5. A copy of a passport or driver's licence (including a specimen of signature) of each person authorised by the resolutions referred to in paragraph 4 above who has signed or will sign any such document or agreement.
6. If required or customary in the relevant jurisdiction, a copy of a resolution signed by all the holders of the issued shares of the Additional Guarantor, approving the terms of, and the transactions contemplated by, the Accession Letter and any other Senior Finance Documents to which the Additional Guarantor is a party.
7. A certificate of the Additional Guarantor (signed by an authorised signatory) confirming that guaranteeing or securing, as appropriate, the Secured Obligations would not cause any guarantee, security or similar limit binding on it to be exceeded.
8. A certificate of an authorised signatory of the Additional Guarantor certifying that each copy document listed in this Schedule 2 is correct, complete and in full force and effect and

has not been amended or superseded as at a date no earlier than the date of the Accession Letter.

9. If available, the latest audited financial statements of the Additional Guarantor.
10. If applicable, duly executed Transaction Security Documents which are required by the terms of the Senior Finance Documents, that shall be entered into in connection with the accession to this Agreement and any notices or documents required to be given or executed under the terms of any Transaction Security Documents.
11. Evidence that all other actions required under each Transaction Security Document delivered under paragraph 10 above in order to perfect the security interest thereunder have been fulfilled.
12. A legal opinion on the capacity and due execution of each Additional Guarantor not incorporated under the laws of Sweden (unless requested by the Super Senior RCF Creditor, the Security Agent or the Bonds Agent that such legal opinion should also be provided in relation to an Additional Guarantor incorporated under the laws of Sweden), issued by a reputable law firm, substantially in the form distributed to and accepted by the Super Senior RCF Creditor, the Bonds Agent (on behalf of the Bondholders) and the Security Agent prior to the execution of the Accession Letter.
13. A legal opinion on the validity and enforceability in respect of any Senior Finance Documents not governed by Swedish law (unless requested by the Super Senior RCF Creditor, the Security Agent or the Bonds Agent that such legal opinion should also be provided in relation to any Senior Finance Documents governed by Swedish law), if requested by the Super Senior RCF Creditor, shall also include customary opinions regarding the role of the Security Agent in such jurisdiction (such as no residency or registration requirement and no need to deposit funds), issued by a reputable law firm, substantially in the form distributed to and accepted by the Super Senior RCF Creditor, the Bonds Agent (on behalf of the Bondholders) and the Security Agent prior to the execution of the Accession Letter.
14. The Super Senior RCF Creditor has confirmed to the Security Agent that it is satisfied that the proposed Additional Guarantor complies with any "know your customer" or "anti-money laundering" checks under all applicable laws or regulations.
15. A copy of any other authorisation or other document, opinion or assurance which the Security Agent, the Bonds Agent or the Super Senior RCF Creditor (each acting reasonably) considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Accession Letter or for the validity and enforceability of any relevant Senior Finance Document.

SCHEDULE 3**Form of Accession Letter**

To: [•] as Security Agent

From: [Subsidiary] and Francks Kylindustri Holding AB

Dated:

Dear Sir/Madam

Guarantee and Adherence Agreement

dated 29 April 2024 (the "Agreement")

1. We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.
2. [Subsidiary] agrees to become an Additional Guarantor and to be bound by the terms of the Agreement, pursuant to Clause 10 (*Additional Guarantors*) of the Agreement. [Subsidiary] is a company duly incorporated under the laws of [jurisdiction] and is a limited liability company with registration number [•].
3. The Issuer confirms that no Default (as defined in the Intercreditor Agreement) is continuing or would occur as a result of [Subsidiary] becoming an Additional Guarantor.
4. *[Local law limitation language to be inserted (if applicable)]*
5. [Subsidiary's] administrative details are as follows:

Address: [•]

E-mail Address: [•]

Attention: [•]
6. This Accession Letter and any non-contractual obligations arising out of or in connection with it are governed by Swedish law.

Francks Kylindustri Holding AB

Name: Name:

[*Subsidiary*]

Name:

Name: