
AMENDMENT AGREEMENT

dated 31 October 2022

BELLMAN GROUP AB (publ)
as the Company

and

CERTAIN OTHER OBLIGORS

and

SWEDBANK AB (publ)
as Arranger, Facility Agent and Lender

relating to a SEK 250,000,000 super senior revolving facility agreement dated 22 January 2021

LEGAL#22948341v7

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This **AMENDMENT AGREEMENT** (this “**Agreement**”) is dated 31 October 2022 and made between:

- (1) **SWEDBANK AB (publ)** as mandated lead arranger (the “**Arranger**”);
- (2) **SWEDBANK AB (publ)** as lender;
- (3) **SWEDBANK AB (publ)** as facility agent of the Finance Parties (the “**Facility Agent**”);
- (4) **BELLMAN GROUP AB (publ)**, Swedish Reg. No. 559108-3729, (the “**Company**”);
- (5) **UPPLÄNDSKA BERGBORRINGS AKTIEBOLAGET**, Swedish Reg. No. 556213-1556;
- (6) **BELLMANS ÅKERI & ENTREPRENAD AB**, Swedish Reg. No. 556402-9006;
- (7) **VSM ENTREPRENAD AB**, Swedish Reg. No. 556856-6011;
- (8) **SAMGRÄV HOLDING AB**, Swedish Reg. No. 556850-6363;
- (9) **SAMGRÄV MASKINFÖRMEDLING AB**, Swedish Reg. No. 556812-2252;
- (10) **SÅCAB ÅKERICENTRAL AKTIEBOLAG (PUBL)**, Swedish Reg. No. 556527-8529;
and
- (11) **NORRVIDINGE LASTBILSCENTRAL AB**, Swedish Reg. No. 556765-7571.

(each of (4) - (11) acting in its capacity as Obligor under the Facility Agreement)

BACKGROUND

- A. On 22 January 2021, each of (1) - (4) entered into a super senior revolving facility agreement pursuant to which the Lender made available to the Borrower (as defined therein) certain credit facilities in the aggregated amount of SEK 250,000,000 (the “**Facility Agreement**”). On the date hereof all of (1) - (4) are parties to the Facility Agreement.
- B. The parties to the Facility Agreement have now agreed to enter into this Agreement in order to amend the Facility Agreement as set out below.

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

“**Amended Facility Agreement**” means the Facility Agreement as amended by this Agreement.

“**Effective Date**” means the Business Day on which the Facility Agent confirms to the Company that the conditions precedent referred to in Schedule 1 (*Conditions Precedent*) have been satisfied or waived.

1.2 Construction

- 1.2.1 Unless otherwise defined in this Agreement, terms defined in the Amended Facility Agreement shall have the same meanings when used in this Agreement and the rules of construction set out in the Amended Facility Agreement shall apply also to this Agreement.
- 1.2.2 This Agreement shall constitute a Finance Document for the purposes of the Amended Facility Agreement.

2. AMENDMENTS TO THE FACILITY AGREEMENT

- 2.1 With effect from and including the Effective Date, the Facility Agreement shall be amended as follows.

- 2.2 In Clause 1.1 (*Definitions*) the following new definitions shall be included:

“**Amendment Agreement**” means the amendment agreement dated 31 October 2022 between the Obligors, the Lender, the Arranger and the Facility Agent, whereby this Agreement has been amended.”

“**Effective Date**” has the meaning given to that term in the Amendment Agreement.”

- 2.3 All references to the Total Commitment amount “250,000,000” throughout the Amended Facility Agreement shall be read as “350,000,000”, including but not limited to:

- (a) The definition of “Total Commitments” in Clause 1.1 (*Definitions*) shall be amended so that it shall read as follows (with deletions in strikethrough and additions being underlined and in bold):

“**Total Commitments**” means the aggregate of the Commitments, being SEK ~~250,000,000~~ **350,000,000** on the Effective Date.”

- (b) Appendix 1 (*The Original Lender*) shall be amended so that it shall read as follows (with deletions in strikethrough and additions being underlined and in bold):

“APPENDIX 1

THE ORIGINAL LENDER

Name of Original Lender	Commitment
Swedbank AB (publ)	SEK 250,000,000 <u>350,000,000</u>

- 2.4 Save as amended by this Agreement, the Facility Agreement shall remain in full force and effect together with each other Finance Document.

3. CONDITIONS PRECEDENT

- 3.1 Except for Clause 6 (*Costs and expenses*) and Clause 8 (*Law and jurisdiction*) which shall be effective as from the date hereof, the validity and effectiveness of this Agreement and the obligations of the parties hereunder shall be conditional upon the Facility Agent’s

receipt, in form and substance satisfactory to it, of the documents and other items listed in Schedule 1 (*Conditions Precedent*). The Facility Agent shall notify the Company upon being so satisfied.

- 3.2 If the Effective Date has not occurred on or prior to 4 November 2022, this Agreement shall be cancelled and be considered null and void, save for Clause 6 (*Costs and expenses*) and Clause 8 (*Law and jurisdiction*).

4. REPRESENTATIONS

- 4.1 Each Obligor represents to each Lender on the date hereof and on the Effective Date that:

- (a) It has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, this Agreement and the transactions contemplated by it.
- (b) The entry into and performance by it of, and the transactions contemplated by, this Agreement do not and will not conflict with:
 - (i) any law or regulation applicable to it;
 - (ii) the Bond Terms and Conditions; or
 - (iii) with any other agreement or instrument binding upon it or any Material Group Company, or any of its or any Group Company's assets or constitute a default or termination event (however described) under any such agreement or instrument to an extent or in a manner which has, or is reasonably likely to, have a Material Adverse Effect.

- 4.2 Each Obligor makes the Repeating Representations to each Lender on the date hereof and on the Effective Date, by reference to the facts and circumstances then existing.

5. CONFIRMATION OF SECURITY AND GUARANTEES

- 5.1 Subject to the Legal Reservations, each Obligor hereby confirms that (i) the guarantees given under the Guarantee Agreement, and (ii) the Security created under the Transaction Security Documents to which it is a party, with effect from the Effective Date, extend to and secure all the liabilities and obligations of the Obligors under and in accordance with the terms of the Amended Facility Agreement.
- 5.2 For the avoidance of doubt, each Obligor acknowledges that the terms "Facility Agreement" and "Super Senior RCF" in each of the Finance Documents to which it is a party, with effect from the Effective Date, refers to the Amended Facility Agreement.
- 5.3 Subject to Clauses 5.1 and 5.2 and the Legal Reservations, each Obligor hereby confirms that the Security created or conferred under the Transaction Security Documents to which it is a party continue in full force and effect on the terms of the respective Transaction Security Document.

6. COSTS AND EXPENSES

- 6.1 The Company shall, on the Effective Date, pay to the Arranger an arrangement fee in the amount of SEK 1,250,000, being 1.25 per cent. of the increase of Commitments made pursuant to this Agreement.
- 6.2 The Company irrevocably authorises the Arranger to deduct the arrangement fee above from any of its accounts that the Company have with the Arranger unless the Company have designated a certain account held with the Arranger no later than three (3) Business Days prior to the Effective Date. The Company undertake to ascertain that sufficient funds for the deduction stand to the credit of such account on the Effective Date.
- 6.3 Clause 18 (*Costs and expenses*) of the Amended Facility Agreement shall apply also to this Agreement.

7. NOTICES

Clause 31 (*Notices*) in the Amended Facility Agreement shall apply also to this Agreement.

8. LAW AND JURISDICTION

This Agreement is governed by and shall be construed in accordance with Swedish law and the provisions of Clause 39 (*Governing law and jurisdiction*) of the Amended Facility Agreement shall apply also to this Agreement.

SWEDBANK AB (publ)
as Arranger


Name: **Fredrik Bergström**

Name:

SWEDBANK AB (publ)
as Facility Agent


Name: **Fredrik Bergström**

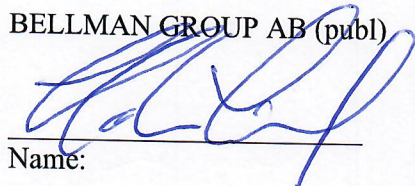
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SWEDBANK AB (publ)
as Lender


Name: **Fredrik Bergström**

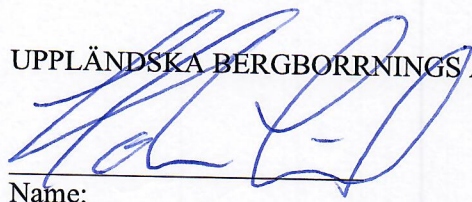
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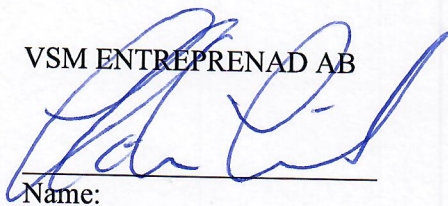
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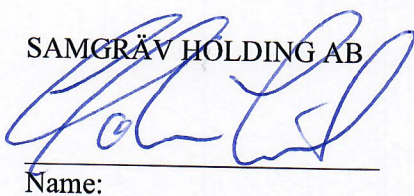
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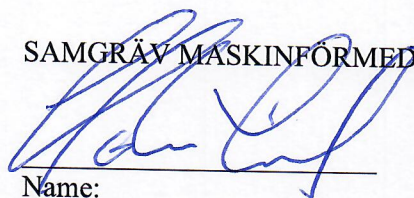
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SAMGRÄV MASKINFÖRMEDLING AB


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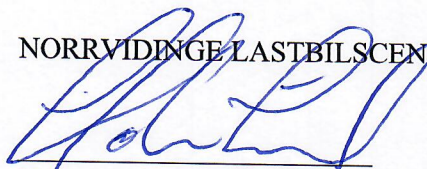
SÅCAB ÅKERICENTRAL AKTIEBOLAG (PUBL)



Name: _____

Name:

NORRVIDINGE LASTBILSCENTRAL AB



Name: _____

Name:

SCHEDULE 1
CONDITIONS PRECEDENT

1. CORPORATE DOCUMENTS

- (a) A copy of the articles of association or other constitutional documents of each Obligor.
- (b) Up-to-date copy of registration certificate of each Obligor.
- (c) Copy of a resolution from the board of directors of each Obligor approving the terms of this Agreement and resolving to enter into it.
- (d) Evidence that the person(s) who have signed this Agreement and other documents in connection therewith on behalf of each Obligor is/are duly authorised to do so.
- (e) Unless already provided, a copy of passport, identity card or driver's licence or a specimen of the signature of each person authorised by the resolution referred to in paragraph (c) above.
- (f) A certificate of an authorised signatory of the Company certifying that each copy document relating to it or any Obligor specified in this Schedule 1 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 this Agreement.

2. FINANCE DOCUMENTS

This Agreement duly executed on behalf of each Obligor.

3. OTHER DOCUMENTS AND EVIDENCE

- (a) A certified copy of the Group Structure Chart.
- (b) Evidence that the fee, costs and expenses due from the Company pursuant to Clause 6 (*Costs and expenses*) have been paid or will be paid on the Effective Date.
- (c) A copy of any other authorisation or other document, opinion or assurance which the Facility Agent considers to be necessary or desirable in connection with the entry into and performance of this Agreement.