

Guarantee and Adherence Agreement

dated 11 June 2025

between
inter alios

Reima Group Holding Oy
as Issuer

certain entities
as Original Guarantors

certain entities
as Original Junior Creditors

P Capital Partners AB
as
Original Junior Agent

and

Nordic Trustee & Agency AB (publ)
as Security Agent

TABLE OF CONTENTS

Clause	Page
1 Definitions and interpretation	2
2 Superiority of the Intercreditor Agreement	3
3 Guarantee and indemnity	3
4 Adherence.....	7
5 Additional Guarantors.....	7
6 Resignation of Guarantors.....	7
7 Release of Guarantors	9
8 Payments	9
9 Costs and Expenses.....	9
10 Remedies and Waivers.....	10
11 Additional Provisions	10
12 Assignments and Transfers.....	11
13 Amendments.....	11
14 Notices.....	11
15 Counterparts	11
16 Governing Law and Jurisdiction	11
 Appendix	 Page
Appendix 1 Original Guarantors.....	13
Appendix 2 Original Junior creditors	14
Appendix 3 Conditions Precedent for Additional Guarantors	15
Appendix 4 Form of Accession Letter.....	16
Appendix 5 Form of Resignation Letter	17

THIS GUARANTEE AND ADHERENCE AGREEMENT (the “**Agreement**”) is entered into on the date first stated above and made between the following parties:

- (1) **REIMA GROUP HOLDING OY** (reg. no. 2409044-2) (the “**Issuer**”);
- (2) **THE COMPANIES SET OUT IN APPENDIX 1 (ORIGINAL GUARANTORS)** as Original Guarantors (each an “**Original Guarantor**” and together the “**Original Guarantors**”);
- (3) **THE CREDITORS SET OUT IN APPENDIX 2 (ORIGINAL JUNIOR CREDITORS)** as original Junior Creditors (the “**Original Junior Creditors**”);
- (4) **P CAPITAL PARTNERS AB** as Original Junior Agent (as defined in the Intercreditor Agreement) (the “**Junior Agent**”); and
- (5) **NORDIC TRUSTEE & AGENCY AB (PUBL)** acting for itself and on behalf of the Secured Parties (as defined below) (the “**Security Agent**”).

BACKGROUND

- (A) Reference is made to the terms and conditions for the maximum EUR 40,000,000 senior secured callable floating rate bonds 2025/2028 with ISIN NO0013497925 issued by the Issuer on 10 June 2025 (the “**Bonds Terms and Conditions**”).
- (B) Reference is further made to the amended and restated holdco PIK and unitranche facilities agreement dated 11 June 2025 entered into between, amongst others, the Issuer as company and guarantor, the Junior Agent as agent and the Junior Creditors as original lenders and arrangers (as supplemented, amended and/or restated from time to time, the “**Junior Facilities Agreement**”).
- (C) Reference is made to the intercreditor agreement dated 11 June 2025 entered into between, amongst others, the Issuer as issuer and original ICA group company, the Junior Agent as original junior agent, the Junior Creditors as original junior creditors and the Security Agent as original security agent and original bonds agent (as supplemented, amended and/or restated from time to time, the “**Intercreditor Agreement**”).
- (D) Pursuant to the Bonds Terms and Conditions and the Junior Facilities Agreement, the Issuer has, *inter alia*, agreed to procure that the Original Guarantors provide guarantees to the Secured Parties for the Secured Obligations (each as defined below).
- (E) Pursuant to the Intercreditor Agreement, the Security Agent shall hold any guarantee created hereunder for itself and as agent for the Secured Parties (each as defined below).

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

“**Accession Letter**” means a letter substantially in the form set out in Appendix 4 (*Form of Accession Letter*).

“**Additional Guarantor**” means a member of the Group which becomes a Guarantor in accordance with Clause 5 (*Additional Guarantors*).

“**Event of Default**” has the meaning ascribed to that term in the Intercreditor Agreement.

“**Guarantor**” means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 6 (*Resignation of Guarantors*).

“**Obligor**” means the Issuer or a Guarantor.

“**Resignation Letter**” means a letter substantially in the form set out in Appendix 5 (*Form of Resignation Letter*).

“**Secured Documents**” has the meaning ascribed to that term in the Intercreditor Agreement.

“**Secured Obligations**” has the meaning ascribed to that term in the Intercreditor Agreement.

“**Secured Parties**” has the meaning ascribed to that term in the Intercreditor Agreement.

1.2 Construction

- (a) Terms defined in the Intercreditor Agreement have the same meaning when used in this Agreement and the rules of construction set out in the Intercreditor Agreement shall apply also to this Agreement unless otherwise defined or set out in this Agreement.
- (b) A reference in this Agreement to any agreement or document or to any agreement or document entered into pursuant to or in accordance with any such agreement or document is a reference to:
 - (i) this Agreement or other agreement or document as amended, novated, supplemented, extended or restated; and
 - (ii) any other agreement or document whereby such agreement or document is so amended, restated, varied, novated or supplemented or which is entered into pursuant to or in accordance with any such agreement or document.

- (c) A provision of law is a reference to that provision as amended or re-enacted.

2 SUPERIORITY OF THE INTERCREDITOR AGREEMENT

This Agreement is subject to the terms of the Intercreditor Agreement. In the event of any inconsistency between this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall, notwithstanding anything to the contrary herein, prevail.

3 GUARANTEE AND INDEMNITY

3.1 Guarantee and indemnity

Each Guarantor hereby irrevocably and unconditionally, jointly and severally, but subject to any limitations set out in Clause 3.10 (*Guarantee limitations*) or in any Accession Letter by which such Guarantor becomes a Guarantor:

- (a) guarantees to each Secured Party, as represented by the Security Agent, as for its own debt the full and punctual payment and performance by the Obligors of the Secured Obligations including, but not limited to, the payment of principal and interest under the Secured 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 the Obligors to the Secured Parties under the Secured Documents;
- (b) undertakes with each Secured Party, as represented by the Security Agent, that whenever any Obligor does not pay any amount when due under or in connection with the Secured Documents, that Guarantor shall on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Security Agent that if any obligation guaranteed by it, is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Secured Parties immediately on demand against any cost, loss or liability which any of the Secured Parties incurs as a result of any Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by such Obligor under the Secured Documents on the date when it would have been due. The amount payable by a Guarantor under this paragraph (c) will not exceed the amount which the Guarantor would have had to pay under this Clause 3 if the amount claimed had been recoverable on the basis of a guarantee.

3.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Secured Documents, regardless of any intermediate payment or discharge in whole or in part.

3.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this Clause 3 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

3.4 Waiver of defences

The obligations of each Guarantor under this Clause 3 will not be affected by an act, omission, matter or thing which, but for this Clause 3, would reduce, release or prejudice any of its obligations under this Clause 3 (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Secured Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Secured Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Secured Document or any other document or security; or
- (g) any insolvency or similar proceedings.

3.5 Guarantor intent

Without prejudice to the generality of Clause 3.4 (*Waiver of defences*), each Guarantor expressly confirms that it intends that this guarantee shall extend from time

to time to any (however fundamental) variation, increase, extension or addition of or to any of the Secured Documents and/or any facility or amount (including, without limitation, any Subsequent Bonds (as defined in the Bonds Terms and Conditions)) made available under any of the Secured Documents and any fees, costs and/or expenses associated with any of the foregoing.

3.6 Immediate recourse

Each Guarantor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Agreement. This waiver applies irrespective of any law or any provision of a Secured Document to the contrary.

3.7 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Secured Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this Clause 3.

3.8 Deferral of Guarantors' rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Secured Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Secured Documents or by reason of any amount being payable, or liability arising, under this Clause 3:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of any Obligor's obligations under the Secured Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Secured Documents or of any other guarantee or security taken pursuant to, or in connection with, the Secured Documents by any Secured Party;

- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under 3.1 (*Guarantee and indemnity*);
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution separated from its other assets and promptly pay, transfer or distribute an amount equal to that receipt or recovery to the Security Agent or as the Security Agent may direct for application in accordance with Clause 8 (*Payments*).

3.9 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party.

3.10 Guarantee limitations

- (a) *Finnish law limitations*: The provisions of the Finnish Act on Guarantees and Third-Party Pledges (361/1999, *Fi. laki takauksesta ja vierasvelkapanttauksesta*), as amended, shall not apply to this Agreement. Further, notwithstanding any other provisions of this Agreement or any other Secured Document, the obligations and liabilities of each Guarantor (except for the Issuer) incorporated in Finland under this Agreement shall be limited to the extent (and only to the extent) that such obligations would result in such obligations or liabilities constituting unlawful financial assistance or unlawful distribution of assets within the meaning of the mandatory provisions of Chapter 13, Section 1 or Chapter 13, Section 10 of the Finnish Companies Act (*Fi. osakeyhtiölaki 624/2006*), as amended, and it is understood that such obligations and liabilities of a Guarantor (except for the Issuer) incorporated in Finland under this Agreement shall apply only to the extent permitted by the above mentioned provisions of the Finnish Companies Act and the relevant guarantee shall be limited in accordance therewith.
- (b) *Additional Guarantors*: The obligations and liabilities of and the guarantee issued by each Additional Guarantor under this Agreement shall also be limited to any limitation language explicitly set out in any Accession Letter in respect of such Additional Guarantor.

4 ADHERENCE

Subject to any limitations set out in Clause 3.10 (*Guarantee limitations*) and in any Accession Letter, each Guarantor undertakes to adhere to, make and comply with any representations, undertakings and obligations set out in the Secured Documents specified to apply to the Guarantors (as applicable and subject to any limitations set out therein).

5 ADDITIONAL GUARANTORS

- (a) The Issuer may request that any of its Subsidiaries becomes an Additional Guarantor.
- (b) A member of the Group shall become an Additional Guarantor if:
 - (i) the Issuer and the proposed Additional Guarantor deliver to the Security Agent a duly completed and executed Accession Letter; and
 - (ii) the Security Agent has received (or waived the receipt of) all of the documents and other evidence listed in Appendix 3 (*Conditions Precedent for Additional Guarantors*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Security Agent (acting reasonably).
- (c) The Security Agent shall notify the Issuer promptly upon being satisfied that it has received (in form and substance satisfactory to it acting reasonably) all the documents and other evidence listed in Appendix 3 (*Conditions Precedent for Additional Guarantors*).
- (d) For the avoidance of doubt, the Security Agent may agree with the Issuer that the requirements under paragraph (b)(ii) above are to be delivered and/or satisfied at a date later than the date on which the relevant entity becomes an Additional Guarantor.
- (e) The Security Agent may assume that the documentation and evidence delivered to it is accurate, legally valid, enforceable, correct and true, unless it has actual knowledge to the contrary 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.

6 RESIGNATION OF GUARANTORS

6.1 Resignation of a Guarantor

- (a) Subject to the Intercreditor Agreement and paragraph (b) below, the Issuer may request that a Guarantor ceases to be a Guarantor by delivering to the Security Agent a Resignation Letter.

- (b) The Security Agent shall accept a Resignation Letter and notify the Issuer and the Secured Parties of its acceptance if:
 - (a) the Issuer has confirmed that no Event of Default is continuing or would result from the acceptance of the Resignation Letter;
 - (b) the resignation of such Guarantor is permitted pursuant to the Secured Documents;
 - (c) no payment is due from that Guarantor under this Agreement;
 - (d) where the Guarantor is also a Borrower (as defined in the Junior Facilities Agreement and as confirmed as such by the Issuer), the Security Agent has received a confirmation from the Junior Agent (acting on the instructions of the Junior Creditors) that the Guarantor is under no actual or contingent obligations as a Borrower and has resigned and ceased to be a Borrower under the Junior Facilities Agreement; and
 - (e) the Security Agent has received a confirmation from the Junior Agent (acting on the instructions of the Junior Creditors) that it consents to the Issuer's request,

in each case provided that immediately following the resignation of the resigning Guarantor as a Guarantor, the Issuer will remain in compliance with the guarantor coverage threshold in paragraph (a) of clause 22.31 in the Junior Facilities Agreement.

- (c) Each resignation shall become effective upon the counter signing of the Resignation Letter by the Security Agent (not to be unreasonably withheld).

6.2 Release of Guarantors' right of contribution

If any Guarantor (a "**Retiring Guarantor**") ceases to be a Guarantor in accordance with the terms of the Secured Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

- (a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Secured Documents; and
- (b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Secured Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise)

of any rights of the Secured Parties under any Secured Document or of any other security taken pursuant to, or in connection with, any Secured Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

7 RELEASE OF GUARANTORS

- (a) Each Guarantor will be deemed released from all obligations under this Agreement (i) when all Secured Obligations have been unconditionally and irrevocably paid and discharged in full and each commitment of the Secured Parties under the Secured Documents has been cancelled or terminated or (ii) upon a release in accordance with Clause 14 (*Release of Guarantees and Security*) of the Intercreditor Agreement.
- (b) The Security Agent shall, at the request and the cost and expense of the Issuer, deliver appropriate evidence of such release referred to in paragraph (a) above.

8 PAYMENTS

8.1 Intercreditor Agreement

All moneys received by the Security Agent, or its designee, in exercise of the rights under this Agreement shall be applied by the Security Agent in discharge of the Secured Obligations in accordance with the terms of the Intercreditor Agreement.

8.2 Grossing Up

Subject to the Secured Documents, each payment made by a Guarantor to the Secured Parties under this Agreement shall be made free and clear of and without deduction for or on account of tax, except to the extent required by applicable law.

8.3 Payments without Set-Off

All payments to be made by a Guarantor under this Agreement shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

8.4 Manner of Payment

Each payment made by a Guarantor under this Agreement shall be paid in the manner, currency and place specified by the Security Agent from time to time.

9 COSTS AND EXPENSES

9.1 Stamp Taxes

Subject to the Secured Documents, each Guarantor shall promptly on demand (and no later than within five (5) Business Days) pay all stamp, registration and other taxes to which this Agreement or any judgment given in connection with this Agreement

is or at any time may be subject and shall on demand indemnify the Secured Parties against any reasonable liabilities, costs, claims and expenses (including external legal fees) resulting from any failure to pay or delay in paying any such tax.

9.2 Indemnity

Each Guarantor shall indemnify and hold harmless the Secured Parties promptly on demand (and no later than within five (5) Business Days) from and against any and all costs, claims losses, expenses (including external legal fees) and liabilities, which the Secured Parties may incur (acting reasonably) as a result of the exercise, preservation and/or enforcement by the Secured Parties of any of their rights and powers under this Agreement or by law.

10 REMEDIES AND WAIVERS

Neither failure by the Secured Parties to exercise, nor any delay by the Secured Parties in exercising, any right or remedy under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

11 ADDITIONAL PROVISIONS

11.1 Partial Invalidity

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect or this Agreement is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Agreement or the effectiveness in any other respect of this Agreement under such law; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of this Agreement under the law of any other jurisdiction.

11.2 Potentially Avoided Payments

If any of the Secured Parties (acting reasonably) determines that an amount paid to it under any Secured Document is capable of being avoided or otherwise set aside under mandatory applicable law in the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Agreement, such amount shall be regarded as not having been paid for as long as it could reasonably be expected that such payment will be recovered or otherwise set aside under mandatory applicable law.

11.3 Rights Cumulative

The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

12 ASSIGNMENTS AND TRANSFERS

12.1 The Guarantors' rights and obligations

The rights and obligations of the Guarantors under this Agreement are not assignable or transferable and no Guarantor shall purport to assign or transfer any or all such rights or obligations.

12.2 The Security Agent's rights

The rights of the Security Agent under this Agreement are assignable in whole or in part and the Security Agent may assign all or any such rights without the consent of the Guarantor in the event that the Security Agent transfers any of its rights and obligations under and pursuant to the Secured Documents subject to clause 20.7 (*Resignation of Agents*) of the Intercreditor Agreement.

13 AMENDMENTS

Amendments of this Agreement will only be effective if agreed to by all parties in writing.

14 NOTICES

Any notice or other communication to be made under or in connection with this Agreement shall be made in accordance with and be subject to the terms of clause 21 (*Notices*) of the Intercreditor Agreement. Any notice or other communication made to a Guarantor shall be deemed received by such Guarantor if made to the Issuer in accordance with clause 21 (*Notices*) of the Intercreditor Agreement.

15 COUNTERPARTS

This Agreement may be executed in counterparts and such counterparts taken together shall constitute one and the same instrument.

16 GOVERNING LAW AND JURISDICTION

- (a) Subject to paragraph (b) below, this Agreement, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.
- (b) Any dispute or claim arising in relation to this Agreement shall, subject to paragraph (c) below, be determined by Swedish courts and the District Court of Stockholm shall be the court of first instance.

- (c) The submission to the jurisdiction of the Swedish courts shall not limit the right of the Secured Parties to take proceedings against the Issuer or a Guarantor in relation to this Agreement in any court which may otherwise exercise jurisdiction over the Issuer, a Guarantor or any of their assets.

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

APPENDIX 1
ORIGINAL GUARANTORS

Name of Original Guarantor	Registration number (or equivalent, if any)	Jurisdiction
Reima Group Holding Oy	2409044-2	Finland
Reima Group Oy	2409047-7	Finland
Reima Europe Oy	2204295-7	Finland

APPENDIX 2
ORIGINAL JUNIOR CREDITORS

Name of Original Junior Creditor	Registration number (or equivalent, if any)	Jurisdiction
P Capital Partners IV AB (publ)	556981-8619	Sweden
P Capital Partners IV B AB	559116-2580	Sweden
P Capital Partners IV C AB	559183-9096	Sweden

APPENDIX 3

CONDITIONS PRECEDENT FOR ADDITIONAL GUARANTORS

1. An Accession Letter executed by the parties thereto.
2. A copy of the constitutional documents of the Issuer and the Additional Guarantor.
3. To the extent required by law, a copy of a resolution of the board of directors or equivalent body of the Additional Guarantor:
 - (a) approving the terms of, and the transactions contemplated by, the Accession Letter and resolving that it execute, deliver and perform the Accession Letter;
 - (b) authorising a specified person or persons to execute on its behalf the Accession Letter; and
 - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Accession Letter.
4. A copy of the passport, driver's license, identity card or specimen signature of each person authorised by the resolution referred to in paragraph 3 above to the extent actually signing any document in connection with the accession.
5. To the extent required by law, a copy of a resolution signed by all the holders of the issued shares in the relevant Additional Guarantor approving the terms of, and the transactions contemplated by, the Accession Letter.
6. Legal opinion(s) addressed to the Security Agent (on behalf of the Secured Parties) from a reputable law firm in the relevant jurisdiction(s) other than Sweden, Finland and Norway.
7. A duly executed copy of an accession agreement whereby the Additional Guarantor accedes to the Intercreditor Agreement as an ICA Group Company (as defined in the Intercreditor Agreement).
8. Such documentation and other evidence needed for the Security Agent or any Secured Party to carry out and be satisfied it has complied with all necessary "*know your customer*" or other similar checks under all applicable laws and regulations in respect of the Additional Guarantor.
9. Such documentation and other evidence reasonably required by the Security Agent (on behalf of itself or the other Secured Parties) with at least three (3) Business Days prior written notice.

APPENDIX 4
FORM OF ACCESSION LETTER

To: [♦] as Security Agent (on behalf of the Secured Parties)

From: [Subsidiary] and Reima Group Holding Oy

Dated: [♦]

Reima Group Holding Oy – Guarantee and Adherence Agreement dated 11 June 2025
(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 as an Additional Guarantor pursuant to Clause 5 (*Additional Guarantors*) of the Agreement.
3. [Subsidiary] is a company duly incorporated under the laws of [name of relevant jurisdiction] under registration number [registration number] with the following contact details:
Address: [♦]
E-mail: [♦]
Attention: [♦]
4. The following limitations apply: [Any limitation language required in respect of the Subsidiary.]
5. This Accession Letter and any non-contractual obligations arising out of or in connection with it are governed by Swedish law.

Reima Group Holding Oy

[Subsidiary]

By:

By:

Accepted by the Security Agent on [♦]

[Security Agent]

By:

APPENDIX 5

FORM OF RESIGNATION LETTER

To: [♦] as Security Agent (on behalf of the Secured Parties)

From: [resigning Guarantor] and Reima Group Holding Oy

Dated: [♦]

**Reima Group Holding Oy – Guarantee and Adherence Agreement dated 11 June 2025
(the “Agreement”)**

1. We refer to the Agreement. This is a Resignation Letter. Terms defined in the Agreement have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.
2. Pursuant to Clause 6 (*Resignation of Guarantors*) of the Agreement, we request that [resigning Guarantor] be released from its obligations as a Guarantor under the Agreement.
3. We confirm that:
 - (a) no Event of Default is continuing or would result from the acceptance of this request;
 - (b) no payment is due from [resigning Guarantor] under the Agreement;
 - (c) [resigning Guarantor] is not a Material Group Company (as defined in the Bonds Terms and Conditions) or a Material Company (as defined in the Junior Facilities Agreement); and
 - (d) [immediately following the resignation of [resigning Guarantor] as a Guarantor, the Issuer will remain in compliance with the guarantor coverage threshold in paragraph (a) of clause 22.31 in the Junior Facilities Agreement.]
4. This Resignation Letter and any non-contractual obligations arising out of or in connection with it are governed by Swedish law.

Reima Group Holding Oy

By:

[resigning Guarantor]

By:

Accepted by the Security Agent on [♦].

[Security Agent]

By:

The Issuer and Original Guarantor

REIMA GROUP HOLDING OY



By: ILKKA HAAVISTO



By: HEIKKI LEMPINEN

The Original Guarantors

**REIMA GROUP OY
REIMA EUROPE OY**



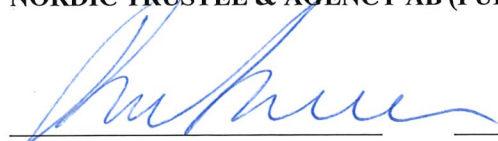
By: ILKKA HAAVISTO



By: HEIKKI LEMPINEN

The Security Agent

NORDIC TRUSTEE & AGENCY AB (PUBL)

A handwritten signature in blue ink, appearing to be 'Anna Litewka', written over a horizontal line.

By: **Anna Litewka**

By:

The Original Junior Creditors

P CAPITAL PARTNERS IV AB (PUBL)

P CAPITAL PARTNERS IV B AB (PUBL)

P CAPITAL PARTNERS IV C AB (PUBL)



By:

By:

Petter Björklén
The Original Junior Agent

P CAPITAL PARTNERS AB



By:

By:

Petter Björklén