

12 June 2026

To the bondholders in:

ISIN: SE0025937956 – DSI Holding GmbH up to EUR 150,000,000 Senior Secured Callable Floating Rate Bonds 2025/2029

**NOTICE OF WRITTEN PROCEDURE – REQUEST TO AMEND AND WAIVE CERTAIN PROVISIONS IN THE TERMS AND CONDITIONS**

This voting request for procedure in writing has been sent on 12 June 2026 to Bondholders directly registered as of 11 June 2026 in the debt register (Sw. *skuldbok*) kept by the CSD. If you are a nominee under the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) or if you otherwise are holding Bonds on behalf of someone else on a Securities Account, please forward this notice to the Bondholder you represent as soon as possible. For further information, please see below under Section 5.3 (*Voting rights and authorisation*).

**Key information**

Record Date for being eligible to vote:	17 June 2026
Deadline for voting:	2 July 2026
Quorum:	At least fifty (50.00) 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) acts as agent (the "**Agent**") for the holders of the bonds (the "**Bondholders**") in the above-mentioned bond issue ISIN SE0025937956 with an aggregate amount outstanding of EUR 90,000,000 (the "**Bonds**") issued by DSI Holding GmbH, a limited liability company incorporated in Germany registered with the local court of Munich under corporate reg. no. HRB 157836 (the "**Issuer**", and together with its subsidiaries, the "**Group**"). In its capacity as Agent, and as requested by the Issuer, the Agent hereby initiates a procedure in writing (the "**Written Procedure**") as required by the Terms and Conditions (as defined below), whereby Bondholders can vote for or against the request presented herein.

All capitalised terms used herein and not otherwise defined in this notice (the "**Notice**") shall have the meanings assigned to them in the terms and conditions for the Bonds as amended and/or restated from time to time (the "**Terms and Conditions**").

The Request (as defined below) is 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 Request (and their effects, should they 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 Request (and their effects, should they be adopted). The Bondholders are recommended to seek legal advice in order to independently evaluate whether the Request (and its effects) is acceptable or not.

Bondholders participate in the Written Procedure by completing and sending to the Agent the voting form, attached hereto as Schedule 1 (the "**Voting Form**"), and, if applicable, the power of attorney/authorisation, attached hereto as Schedule 2 (the "**Power of Attorney**") or, to the Agent, other sufficient evidence, if the Bonds are held in custody other than by the CSD, to the Agent. Please contact the securities firm you hold your Bonds through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate in the Written Procedure. The Issuer kindly asks the Bondholders to send their Voting Forms and, if applicable, any Power of Attorney by email to the Agent as soon as possible upon receipt of this Notice after the occurrence of the Record Date (as defined below).

The Agent must receive the Voting Form and, if applicable, any Power of Attorney, no later than 15.00 CEST on 2 July 2026 either by mail, courier or email to the Agent using the contact details set out in Section 6.9 (*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 17 June 2026 (the "**Record Date**") as further set out in Section 6.3 (*Voting rights and authorisation*). This means that the person must be registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or a nominee (Sw. *förvaltare*) with respect to one or several Bonds.

**Disclaimer:** *The Request (as defined below) is 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 Request from a legal or commercial perspective of the Bondholders and the Agent expressly disclaims any liability whatsoever related thereto.*

## 1 BACKGROUND

As announced by way of press release on 12 June 2026, the Issuer has signed an agreement to acquire Interspan Holdings Pty Ltd, an Australian-headquartered engineering and construction services business specialising in the design, supply and installation of post-tensioning and related structural solutions for commercial, infrastructure and residential construction projects (the “**Target**”) (the “**Acquisition**”).

The contemplated Acquisition would strengthen the Group’s position in post-tensioning and related structural solutions, add complementary capabilities in Australia, the UK and Europe and contribute additional EBITDA and identified synergies.

The Acquisition is subject to certain closing conditions, including financing of the purchase price. As announced by way of press release on 12 June 2026, the Issuer has initiated a process to issue Subsequent Bonds in an amount of approximately EUR 50,000,000 in order to finance part of the Acquisition (the “**Tap Issue**”). The Tap Issue is expected to close prior to the outcome of the Written Procedure, and settlement of the Tap Issue will be subject to the Request (as defined below) being approved.

Pursuant to Clauses 3.7 and 16.5 of the Terms and Conditions, the Issuer may issue Subsequent Bonds only if the Incurrence Test is met, tested on a *pro forma* basis including the relevant Subsequent Bond Issue. Pursuant to Clauses 15.1 and 15.2 (*Incurrence Test*) of the Terms and Conditions, the Incurrence Test is met if (a) the Leverage Ratio is less than 2.75:1 and (b) no Event of Default is continuing or would occur as a result of the relevant event, with both the Tap Issue and the Target being taken into account on a *pro forma* basis. As of the date of this Notice, the Net Interest Bearing Debt, including the proposed Tap Issue on a *pro forma* basis, amounts to EUR 144.3 million, while EBITDA, aggregated with the consolidated earnings before interest, taxes, depreciation and amortisation of the Target (calculated on the same basis as EBITDA) for the reference period ending 31 March 2026, amounts to EUR 44.5 million, meaning that the *pro forma* Leverage Ratio would be 3.20:1 if the Tap Issue is consummated and the Target is acquired (including any reasonably identifiable and supportable synergies to be achieved by the Group as a result of the Acquisition). Accordingly, the Issuer would not satisfy the Incurrence Test in connection with the contemplated Tap Issue and is therefore requesting a waiver of the Incurrence Test for the purposes of the Tap Issue (the “**Waiver**”).

Pursuant to the Terms and Conditions, Group Companies incorporated in an Excluded Jurisdiction, including Australia, cannot constitute Additional Guarantors. The Issuer expects the Target to represent a significant portion of the Group’s EBITDA and assets following completion of the Acquisition and believes that permitting the Target to accede as an Additional Guarantor and provide Transaction Security would be beneficial to the Bondholders. The Issuer therefore has accepted to permanently remove Australia from the definition of “Excluded Jurisdictions” should the Request be approved (the “**Proposed Amendment**”) for the purpose of permitting the Target to be subject to Transaction Security and provide Transaction Security and Guarantees. The Issuer and the Agent shall, in order to implement and effectuate the Proposed Amendments, enter into the amended and restated Terms and Conditions for the Bonds (the “**A&R Terms and Conditions**”).

The Issuer has initiated this Written Procedure to obtain the Bondholders' consent to the Waiver. Each Bondholder must make its own determination as to the risks relating to the Request and is recommended to consult its own advisers.

## 2 REQUEST

The Bondholders are hereby requested to consent to the Waiver for the purposes of the Tap Issue, provided that the proceeds of the Tap Issue will be applied in full or in part towards financing the purchase price for the Acquisition (together, the "**Request**").

## 3 EFFECTIVE DATE

The Request shall be deemed approved immediately after the expiry of the voting period and satisfaction of the requisite quorum participation and majority vote as set forth in Sections 6.5 (*Quorum*) and 6.6 (*Majority*) below, or if earlier, when a requisite majority of consents of the Adjusted Nominal Amount have been received by the Agent.

The Request will come into effect upon the Agent having received the following documentation and evidence (the "**Effective Date**"):

- (a) up to date copies of the certificate of registration and the articles of association of the Issuer;
- (b) copies of corporate resolutions (approving the transaction contemplated by this Notice and the A&R Terms and Conditions) for the Issuer; and
- (c) copy of the A&R Terms and Conditions, duly executed by the parties thereto.

The Issuer shall without undue delay procure that the amended and restated Terms and Conditions are registered with the CSD.

## 4 VOTING UNDERTAKINGS

The Agent has been informed that, at the date of this Notice, Bondholders representing in excess of 66 2/3 per cent. of the Adjusted Nominal Amount have confirmed their intention to vote in favour of the Request.

## 5 CONSENT FEE

If the Request is approved by the Bondholders, the Issuer will pay a consent fee in the amount equal to 1.00 per cent. of the Nominal Amount of each Bond, being EUR 1,000 per Bond (the "**Consent Fee**"), to the holder of such Bonds, regardless if such Bondholder has participated in the Written Procedure or voted for or against the Request. The Consent Fee shall be paid to the Bondholders on a pro rata basis and shall be paid on 3 July 2026 at the latest, subject to the approval of the Request.

The payment of the Consent Fee shall be made through the CSD to such person who is registered as a Bondholder on the date falling five (5) Business Days prior to the applicable payment date ("**Consent Fee Record Date**") and the applicable Record Date for such payment shall be announced by the Issuer in a press release to be issued without undue delay following an approval of the Request. Please note that this means that a Bondholder that has voted in the Written Procedure but is not registered in the debt register as a direct registered owner or

authorised nominee with respect to one or several Bonds on the Consent Fee Record Date will not be entitled to the Consent Fee.

The Agent does not administer the Consent Fee and is not involved in or in any way responsible for the Consent Fee.

## **6 WRITTEN PROCEDURE**

The following instructions need to be adhered to in the Written Procedure.

### **6.1 Final date to participate in the Written Procedure**

The Agent must have received the votes by mail, courier or e-mail to the address indicated below no later than 15.00 CEST, on 3 July 2026. Votes received thereafter may be disregarded.

### **6.2 Decision procedure**

The Agent will determine if received replies are eligible to participate in 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 Request shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

Information about the decision(s) taken in the Written Procedure will: (a) be sent by notice to the Bondholders, and (b) be published on the websites of the Issuer and the Agent.

A matter decided in the Written Procedure will be binding for all Bondholders, irrespective of them responding in the Written Procedure.

### **6.3 Voting rights and authorisation**

Anyone who wishes to participate in the Written Procedure must on the Record Date (17 June 2026) in the debt register:

- (a) be registered as a direct registered owner (*Sw. direktregistrerad ägare*) of a Securities Account; or
- (b) be registered as a nominee (*Sw. förvaltare*) in a Securities Account, with respect to one or several Bonds.

### **6.4 Bonds registered with a nominee**

If you are not registered as a direct registered owner as set out in Section 6.3(a), but your Bonds are held through a registered authorised nominee or another intermediary as set forth in Section 6.3(b), you may have two different options to influence the voting for the Bonds:

- (a) you can ask the authorised nominee or other intermediary that holds the Bonds on your behalf to vote in its own name as instructed by you; or
- (b) you can obtain a Power of Attorney (Schedule 2) from the authorised nominee or other intermediary and send in your own Voting Form based on the authorisation. If you hold your Bonds through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the debt register as Bondholder of the Securities Account, or from each intermediary in the chain of holders, starting with the intermediary that is registered in the debt register as a Bondholder of the Securities Account as authorised nominee or direct registered owner.

Whether one or both of these options are available to you depends on the agreement between you and the authorised nominee or other intermediary that holds the Bonds on your behalf (and the agreement between the intermediaries, if there are more than one).

The Agent recommends that you contact the securities firm that holds the Bonds on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Bonds are registered or need authorisation or other assistance to participate. Bonds owned by the Issuer, another Group Company or an Affiliate do not entitle to any voting rights.

#### **6.5 Quorum**

To approve the Request, Bondholders representing at least fifty (50.00) per cent. of the Adjusted Nominal Amount must reply to the Request in the Written Procedure in order to form a quorum.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. A vote cast in the Written Procedure shall, unless amended or withdrawn, constitute a vote also in a second Written Procedure (if any) pursuant to clause 18.4.6 of the Terms and Conditions with respect to the Request.

#### **6.6 Majority**

The Agent must receive votes in favour of the Request representing 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 in order for the Request to be adopted.

#### **6.7 General**

The Issuer may, at its option and in its sole discretion, at any time amend, extend, re-open or terminate the Written Procedure or the terms of the Written Procedure in accordance with the Terms and Conditions of the Bonds.

#### **6.8 Role of the Agent**

The role of the Agent under this Written Procedure is solely mechanical and administrative in nature. The information set out herein is presented to the Bondholder without any evaluation, advice or recommendations from the Agent whatsoever. The Agent is not an advisor to any party and has not reviewed or assessed the information set out herein from a legal or commercial perspective of the Bondholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice (or the effect(s) of the Request, should it be adopted). The Bondholders are recommended to seek legal advice in order to independently evaluate whether the Request (and its effect(s), should it be adopted) are acceptable or not.

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.

#### **6.9 Address for sending replies**

Return the Voting Form (Schedule 1), and, if applicable, the Power of Attorney/Authorisation (Schedule 2) or other sufficient evidence, if the Bonds are held in custody other than Euroclear Sweden, by regular mail, scanned copy by e-mail, or by courier to:

***By regular mail:***

Nordic Trustee & Agency AB (publ)  
Attn: Written Procedure DSI Holding GmbH  
Norrandsgatan 16  
SE-111 43 Stockholm

***By courier:***

Nordic Trustee & Agency AB (publ)  
Attn: Written Procedure DSI Holding GmbH  
Norrandsgatan 16  
SE-111 43 Stockholm

***By e-mail:***

voting.sweden@nordictrustee.com

**7 FURTHER INFORMATION**

For further questions to the Issuer regarding the Request, please contact Arctic Securities at project\_down\_under@arctic.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.

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Stockholm, 12 June 2026

**NORDIC TRUSTEE & AGENCY AB (publ)**

as Agent

Enclosed:

Schedule 1

Voting Form

Schedule 2

Power of attorney/Authorisation

**SCHEDULE 1  
VOTING FORM**

For the Written Procedure in DSI Holding GmbH up to EUR 150,000,000 Senior Secured Callable Floating Rate Bonds 2025/2029 with ISIN SE0025937956.

The undersigned Bondholder or authorised person/entity (the "**Voting Person**"), votes either For or Against the Request by marking the applicable box below. If a quorum does not exist in the Written Procedure, the Agent shall initiate a second Written Procedure provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. The undersigned Bondholder hereby confirms that this Voting Form shall, unless amended or withdrawn, constitute a vote also in a second Written Procedure (if any) pursuant to clause 18.4.6 of the Terms and Conditions with respect to the Request.

The Agent is hereby authorised to share this voting form and its contents with Arctic Securities and the Issuer and at any given time during the process. The Issuer and Arctic Securities will act as independent data controller in respect of any personal data collected.

**NOTE:** If the Voting Person is not registered as Bondholder (as defined in the Terms and Conditions), the Voting Person must enclose a Power of Attorney, see Schedule 2.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 12 June 2026.

**For** the Request

**Against** the Request

**Confirmed**

**Not confirmed**

Name of the Voting Person:

\_\_\_\_\_

Capacity of the Voting Person:  
*(tick the applicable box)*

Bondholder: <sup>1</sup>    Authorised person <sup>2</sup>

Voting Person's reg.no/id.no and country of incorporation/domicile:

\_\_\_\_\_

Securities Account number at Euroclear Sweden:  
*(if applicable)*

\_\_\_\_\_

Name and Securities Account number of custodian(s):  
*(if applicable)*

\_\_\_\_\_

Nominal Amount voted for (in EUR):

\_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> When voting in this capacity, no further evidence is required

<sup>2</sup> When voting in this capacity, the person/entity voting must also enclose a Power of Attorney/Authorisation (Schedule 2) from the Bondholder or other proof of authorisation showing the number of votes held on the Record Date (as defined in the Notice of Written Procedure from [company]).

Contact person, daytime telephone number and e-mail address:

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Place, date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
(*Authorised signature*)<sup>3</sup>

<sup>3</sup> If the undersigned is not a Bondholder as defined in the Terms and Condition and has marked the box "authorised person", the undersigned – by signing this document – confirms that the Bondholder has been instructed to refrain from voting for the number of votes cast with this Voting Form.

**SCHEDULE 2**  
**POWER OF ATTORNEY/AUTHORISATION**

For the Written Procedure in DSI Holding GmbH up to EUR 150,000,000 Senior Secured Callable Floating Rate Bonds 2025/2029 with ISIN SE0025937956.

*NOTE: This Power of Attorney/Authorisation document shall be filled out if the Voting Person is not registered as Bondholder (as defined in the Terms and Conditions) on the Securities Account, held with Euroclear Sweden. It must always be established a coherent chain of power of attorneys derived from the Bondholder, i.e. if the person/entity filling out this Power of Attorney/Authorisation in its capacity as "other intermediary", the person/entity must enclose its Power of Attorney/Authorisation from the Bondholder.*

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 12 June 2026.

Name of person/entity that is given authorisation (Sw. <i>befullmäktigad</i> ) to vote as per the Record Date:  _____
Nominal Amount (in EUR) the person/entity is authorised to vote for as per the Record Date:  _____
Name of Bondholder or other intermediary giving the authorisation (Sw. <i>fullmaktsgivaren</i> ):  _____

We hereby confirm that the person/entity specified above (Sw. *befullmäktigad*) has the right to vote for the Nominal Amount set out above.

We represent an aggregate Nominal Amount of: EUR \_\_\_\_\_

We are: *(tick the applicable box)*

- Registered as Bondholder on the Securities Account
- Other intermediary and holds the Bonds through (specify below):

\_\_\_\_\_

Place, date: \_\_\_\_\_

\_\_\_\_\_  
Name:

*(authorised signatory of Bondholder/other intermediary (Sw. fullmaktsgivaren)).*