

SUPPLEMENTAL INDENTURE

This Supplemental Indenture, dated as of July [], 2022 (this “*Supplemental Indenture*”), among Officine Maccaferri S.p.A., a joint-stock company established under the laws of Italy, having its registered office at Via J.F. Kennedy, 10, 40069, Zola Predosa (BO), Italy (the “*Issuer*”), each Guarantor under the Indenture referred to below (together, the “*Guarantors*”) and GLAS Trustees Limited, as successor trustee (the “*Trustee*”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Issuer, the Guarantors, Deutsche Trustee Company Limited, as predecessor trustee, and the other parties thereto have heretofore executed and delivered an indenture, dated as of June 5, 2014 (as amended, supplemented, waived or otherwise modified by a supplemental indenture, dated as of June 20, 2014, a supplemental indenture, dated as of July 1, 2016, a supplemental indenture, dated as of March 13, 2020, and a supplemental indenture, dated as of May 27, 2021, and as further amended, supplemented, waived or otherwise modified from time to time, the “*Indenture*”), providing for the issuance of 5.75% Senior Notes due 2021 (the “*Notes*”);

WHEREAS, pursuant to Section 9.02(b)(ix) of the Indenture, certain provisions of the Indenture may be amended with the consent of the Holders of at least 75% in aggregate principal amount of the Notes then outstanding;

WHEREAS, the Issuer solicited consents from the Holders of the Notes to the amendments set forth in this Supplemental Indenture and has received the consent of the Holders of at least 75% in aggregate principal amount of the outstanding Notes;

WHEREAS, a meeting of the Holders of the Notes pursuant to the Indenture and in accordance with the provisions of the Italian Civil Code was held on July [], 2022, and the bondholder resolutions approving the amendments set forth in the consent solicitation statement dated July [], 2022 and this Supplemental Indenture were duly passed; and the Issuer has satisfied all other conditions precedent provided under the Indenture to enable the Issuer, the Guarantors and the Trustee to enter into this Supplemental Indenture;

WHEREAS, the Issuer and the Guarantors desire and have requested that the Trustee join them in the execution and delivery of this Supplemental Indenture in order to make the amendments set forth herein; and

WHEREAS, pursuant to Sections 9.02 and 9.06 of the Indenture, each party hereto has duly authorized the execution and delivery of this Supplemental Indenture and has done all things necessary to make this Supplemental Indenture a valid agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE I

Definitions

SECTION 1.1. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital thereto are used herein as therein defined, except that the term “*Holders*” in this Supplemental Indenture shall refer to the term “*Holders*” as defined in the Indenture and the Trustee acting on behalf or for the benefit of such Holders. The words “*herein*,” “*hereof*” and “*hereby*” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE II

Amendments

SECTION 2.1. The following definition shall be added to Section 1.01 of the Indenture after the definition of “*Common Depositary*” and before the definition of “*Consolidated EBITDA*”:

“*Concordato Completion*” means the date on which a Decree of Omologa is issued.

SECTION 2.2. The following definition shall be added to Section 1.01 of the Indenture after the definition of “*Currency Agreement*” and before the definition of “*Default*”:

“*Decree of Omologa*” means decree of approval (*decreto di omologa*) issued by the Court of Bologna to approve the Plan according to Article 180 of the Italian Insolvency Law.

SECTION 2.3. The following definition shall be added to Section 1.01 of the Indenture after the definition of “*Person*” and before the definition of “*Private Placement Legend*”:

“*Plan*” means the amended composition plan submitted by the Issuer to the Court of Bologna on July 30, 2021 for the purposes of its *concordato preventivo* procedure according to Article 161, first paragraph, of the Italian Insolvency Law, on the basis of which the Issuer was admitted to the *concordato preventivo* procedure on October 5, 2021, and which, as subsequently further amended, was approved by the requisite majorities of the Issuer’s creditors during the voting period ended on April 26, 2022.

SECTION 2.4. Article 10 of the Indenture shall be amended to read as follows:

Section 10.01 [Reserved]

Section 10.02 [Reserved]

Section 10.03 *Release of the Note Guarantee and Discharge of all Obligations of the Guarantors*

Notwithstanding any other provisions of this Indenture, conditional upon the occurrence of, and with effect from immediately prior to, the Concordato Completion:

- (i) the Note Guarantee of each of the Guarantors is unconditionally released and shall cease to be of further effect as to all of the Notes issued under the Indenture;
- (ii) none of the Guarantors shall be a party to the Indenture, any Note Guarantee or the Notes; and
- (iii) no Guarantors shall have any obligations under the Indenture, any Note Guarantee or the Notes.

ARTICLE III

Miscellaneous

SECTION 3.1. *Parties*. Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained.

SECTION 3.2. *Governing Law; Submission to Jurisdiction*. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 12.05 of the Indenture in respect of submission to jurisdiction shall apply to this Supplemental Indenture.

SECTION 3.3. *Severability Clause*. In case any one or more of the provisions in this Supplemental Indenture shall be held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

SECTION 3.4. *Ratification of Indenture; Supplemental Indentures Part of Indenture*. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture.

SECTION 3.5. *Counterparts*. The parties hereto may sign one or more copies of this Supplemental Indenture in counterparts, all of which together shall constitute one and the same agreement.

SECTION 3.6. *Headings*. The headings of the Articles and the sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

SECTION 3.7. *Successors*. All covenants and agreements in this Supplemental Indenture by the parties hereto shall bind their successors and assigns, whether so expressed or not.

SECTION 3.8. *Trustee*. The Trustee shall not be responsible for or in respect of the sufficiency of this Supplemental Indenture or for or in respect of the recitals herein, which have been made by the Issuer and the Guarantors.

SECTION 3.9. *Operation of Amendments*. The parties hereto acknowledge and agree that the amendments in Section 2 hereof shall (i) take effect immediately and (ii) be deemed operative when the bondholder resolutions approving such amendments are duly filed and registered with the Register of Companies (*Registro delle Imprese*) of Bologna, Italy.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

OFFICINE MACCAFERRI S.P.A., as Issuer

By: _____

Name: _____

Title: _____

MACCAFERRI DO BRASIL LTDA., as Guarantor

By: _____
Name: _____
Title: _____

Witnesses:

By: _____
Name: _____
Id.: _____

By: _____
Name: _____
Id.: _____

BMD TÊXTEIS LTDA., as Guarantor

By: _____
Name: _____
Title: _____

Witnesses:

By: _____
Name: _____
Id.: _____

By: _____
Name: _____
Id.: _____

MACCAFERRI GABIONS CIS LTD., as Guarantor

By: _____

Name: _____

Title: _____

LINEAR COMPOSITES LIMITED, as Guarantor

By: _____

Name: _____

Title: _____

**MACCAFERRI CENTRAL EUROPE S.R.O., as
Guarantor**

By: _____
Name: _____
Title: _____

FRANCE MACCAFERRI S.A.S., as Guarantor

By: _____

Name: _____

Title: _____

MACCAFERRI DE BOLIVIA LTDA, as Guarantor

By: _____

Name: _____

Title: _____

**MACCAFERRI DE MEXICO, S.A. DE C.V., as
Guarantor**

By: _____
Name: _____
Title: _____

Signed as attorney for and on behalf of:

**MACCAFERRI CHINA (HONG KONG) CO.,
LIMITED**, as Guarantor

By: _____

Name: _____

Title: _____

Signed as attorney for an on behalf of:

MACCAFERRI ASIA LIMITED, as Guarantor

By: _____

Name: _____

Title: _____

**MACCAFERRI (MALAYSIA) SDN BHD, as
Guarantor**

By: _____

Name: _____

Title: _____

OFFICINE MACCAFERRI ITALIA S.R.L., as
Guarantor

By: _____
Name: _____
Title: _____

**MACCAFERRI MANUFACTURING EUROPE
S.R.O., as Guarantor**

By: _____
Name: _____
Title: _____

GLAS Trustees Limited, as Trustee

By: _____

Name: _____

Title: _____