

SUPPLEMENTAL INDENTURE

This Supplemental Indenture, dated as of May [●], 2021 (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, and a supplemental indenture, dated as of March 13, 2020, 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 of the Indenture, certain provisions of the Indenture may be amended with the consent of the Holders of at least a majority 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 a majority 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 May [20/21], 2021, and the bondholder resolutions approving the amendments set forth in the consent solicitation statement dated May 4, 2021 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. Section 10.01(a) shall be deleted in its entirety and replaced with the following text:

(a) Subject to this Article 10, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its

successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:

(i) the principal of, Additional Amounts and premium, if any, and interest on, the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest, Additional Amounts and premium, if any, on the Notes (to the extent permitted by law) and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors will be jointly and severally obligated to pay the same upon demand by the Trustee issued to the Issuer or the relevant Guarantor upon the written request of Holders of not less than a majority in aggregate principal amount of the Notes then outstanding; *provided* that any amounts that have become due pursuant to the Indenture prior to June 1, 2021, including the interest payments on the Notes that became due on December 1, 2019, June 1, 2020 and December 1, 2020, shall remain due and payable without demand by the Trustee. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

Maccaferri de Mexico, S.A. de C.V. (the “*Mexican Guarantor*”), hereby irrevocably waives, to the fullest extent permitted by applicable law, the benefits of *orden, excusión, división, quita, prórroga* and *espera* and all other rights and benefits provided for under Articles 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2826, 2827, 2836, 2838, 2839, 2840, 2842, 2844, 2845, 2846, 2847, 2848, 2849 and other related articles of the Federal Civil Code (*Código Civil Federal*) of Mexico, and the corresponding provisions of the Civil Codes of any State of Mexico and the Federal District of Mexico.

Each of Maccaferri do Brasil Ltda. and BMD Têxteis Ltda. (the “*Brazilian Guarantors*”) hereby irrevocably waives all benefits set forth in articles 333, sole paragraph, 364, 366, 368, 821, 827, 829, sole paragraph, 830, 834, 835, 837, 838 and 839 of Law No. 10,406, dated January 10, 2002, as amended (the *Brazilian Civil Code*) and articles 77 and 595 of Law No. 5,869, dated January 11, 1973, as amended (the *Brazilian Code of Civil Procedure*).

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: _____

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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: _____

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LINEAR COMPOSITES LIMITED, as Guarantor

By: _____

Name: _____

Title: _____

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

By: _____
Name: _____
Title: _____

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FRANCE MACCAFERRI S.A.S., as Guarantor

By: _____

Name: _____

Title: _____

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MACCAFERRI DE BOLIVIA LTDA, as Guarantor

By: _____

Name: _____

Title: _____

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

By: _____
Name: _____
Title: _____

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Signed as attorney for and on behalf of:

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

By: _____

Name: _____

Title: _____

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Signed as attorney for an on behalf of:

MACCAFERRI ASIA LIMITED, as Guarantor

By: _____

Name: _____

Title: _____

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

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

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GLAS Trustees Limited, as Trustee

By: _____

Name: _____

Title: _____

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