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The Consent Solicitation Statement should not be forwarded or distributed to another person and should not be reproduced in any manner whatsoever. Any forwarding, distribution or reproduction of the Consent Solicitation Statement in whole or in part is unauthorized. Failure to comply with this direction may result in a violation of applicable laws and/or regulations.

Confirmation of your representation: You have been sent the Consent Solicitation Statement on the basis that you have confirmed to the Solicitation Agents or the Information and Tabulation Agent, being the sender of the Consent Solicitation Statement, that (i) you are a holder or beneficial owner of Assemblin Financing AB (publ)’s €100,000,000 aggregate principal amount of Senior Secured Floating Rate Notes due 2025 (the “Temporary Notes”), (ii) you shall not pass the Consent Solicitation Statement to third parties or otherwise make the Consent Solicitation Statement publicly available, (iii) you are not a person to whom it is unlawful to send the Consent Solicitation Statement or make the proposal under applicable laws and/or regulations, (iv) you are not a Sanctions Restricted Person (as defined in the Consent Solicitation Statement) and (v) you consent to delivery by electronic transmission.

In order to be eligible to view the Consent Solicitation Statement or provide the consents described therein, you must be (1) a non-U.S. person (within the meaning of Regulation S under the U.S. Securities Act of 1933) and be outside the United States or (2) a person to whom the Temporary Notes were otherwise sold or transferred pursuant to a valid exemption from the registration requirements of the U.S. Securities Act of 1933 (each such eligible person, an “Eligible Holder” and, collectively, the “Eligible Holders”). By accepting this electronic transmission and accessing the Consent Solicitation Statement, you shall be deemed to have represented to the Solicitation Agents or the Information and Tabulation Agent that you consent to the delivery of such Consent Solicitation Statement by electronic transmission and either:

1. (i) you and any customers you represent are not U.S. persons; and
(ii) the electronic mail address that you gave us and to which the Consent Solicitation Statement has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands), any state of the United States or the District of Columbia; or
2. you and any customers you represent are persons to whom the Temporary Notes were otherwise sold or transferred pursuant to a valid exemption from the registration requirements of the U.S. Securities Act of 1933.

The Consent Solicitation Statement has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission, and consequently none of the Issuer (as defined in the Consent Solicitation Statement), the Solicitation Agents, the Trustee (as defined in the Consent Solicitation Statement) or any of their respective subsidiaries, the Information and Tabulation Agent or any person who controls, or is a director, officer, employee or agent of any such persons, nor any affiliate of any such persons, accepts any liability or responsibility whatsoever in respect of any difference between the Consent Solicitation Statement distributed to you in electronic format and the hard copy version available to you on request from the Information and Tabulation Agent at the address specified at the end of the Consent Solicitation Statement.

Neither the Trustee, the Solicitation Agents nor any of their respective directors, officers, employees, agents or affiliates make any representations or warranties with respect to the accuracy, validity, correctness or completeness of the Consent Solicitation Statement or any other documents proposed in connection therewith.

You are reminded that the Consent Solicitation Statement has been delivered to you on the basis that you are a person into whose possession the Consent Solicitation Statement may lawfully be delivered in accordance with

the laws of the jurisdiction in which you are located and you may not nor are you authorized to deliver the Consent Solicitation Statement to any other person.

Restrictions: Nothing in this electronic transmission constitutes an offer of, an offer to buy or the solicitation of an offer to sell or purchase securities in the United States or any other jurisdiction.

The communication of the Consent Solicitation Statement and any other documents or materials relating to the Consents (as defined in the Consent Solicitation Statement) is not being made, and such documents and/or materials have not been approved, by an authorised person for the purposes of section 21 of the Financial Services and Markets Act 2000 (the “FSMA”). Accordingly, the Consent Solicitation Statement is not being distributed to, and must not be passed on to, the general public in the United Kingdom. Rather, the communication of the Consent Solicitation Statement as a financial promotion is being made to, and is directed only at: (a) those persons in the United Kingdom falling within the definition of Investment Professionals (contained in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Order”)) or within Article 43 of the Order, or other persons to whom it may lawfully be communicated in accordance with the Order; or (b) persons outside the United Kingdom to whom it can legally be made (such persons together being “relevant persons”). The Consent Solicitation Statement is only available to relevant persons and the transactions contemplated in the Consent Solicitation Statement will be available only to, or engaged in only with relevant persons, and this financial promotion must not be relied or acted upon by persons or any person to whom it may otherwise lawfully be made other than relevant persons.

THE DISTRIBUTION OF THE CONSENT SOLICITATION STATEMENT IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAWS AND/OR REGULATIONS. PERSONS INTO WHOSE POSSESSION THE CONSENT SOLICITATION STATEMENT COMES ARE REQUIRED BY THE ISSUER, THE SOLICITATION AGENTS, THE TRUSTEE AND THE INFORMATION AND TABULATION AGENT TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS. NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF, AN OFFER TO BUY OR THE SOLICITATION OF AN OFFER TO SELL OR PURCHASE SECURITIES IN ANY JURISDICTION.

CONSENT SOLICITATION STATEMENT

Assemblin

ASSEMBLIN

Solicitation of Consents relating to the following Notes issued by Assemblin Financing AB (publ)

Description of Notes	Regulation S	Rule 144A	Amount Issued	Amount Outstanding	Consent Fee per €1,000
	Global Note	Global Note			
	ISIN / Common Code	ISIN / Common Code			
€100,000,000 Senior Secured Floating Rate Notes due 2025 (the “Temporary Notes”)	XS2295692441 / 229569244	XS2295693506 / 229569350	€100,000,000	€100,000,000	€1.25

THIS CONSENT SOLICITATION STATEMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU DO NOT UNDERSTAND IT OR ARE IN ANY DOUBT AS TO WHAT ACTION YOU SHOULD TAKE, YOU ARE RECOMMENDED TO SEEK INDEPENDENT FINANCIAL ADVICE FROM YOUR OWN APPROPRIATELY AUTHORIZED ACCOUNTANT, FINANCIAL ADVISOR, TAX ADVISOR, LEGAL ADVISOR OR OTHER PERSON AUTHORIZED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 (IF YOU ARE IN THE UNITED KINGDOM) OR ANOTHER APPROPRIATELY AUTHORIZED INDEPENDENT FINANCIAL, TAX OR LEGAL ADVISOR IMMEDIATELY.

This Consent Solicitation Statement is addressed only to Holders (as defined herein) who are persons to whom it may otherwise be lawful to distribute it (“relevant persons”). It is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. The investment or investment activity to which this Consent Solicitation Statement relates is available only to relevant persons and will be engaged in only with relevant persons. This Consent Solicitation Statement and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other person.

This Consent Solicitation Statement does not constitute an invitation to participate in the Solicitation (as defined herein) in or from any jurisdiction in or from which, or to or from any person to or from whom, it is unlawful to make such invitation under applicable securities laws. The distribution of this Consent Solicitation Statement in certain jurisdictions may be restricted by laws and/or regulations. Persons into whose possession this Consent Solicitation Statement comes are required by the Issuer, the Solicitation Agents, the Information and Tabulation Agent and the Trustee (each as defined herein) to inform themselves about, and to observe, any such restrictions. If you are in any doubt as to the contents of this Consent Solicitation Statement or the action you should take, you are recommended to seek your own advice immediately from your accountant, financial advisor, tax advisor or legal advisor.

THE SOLICITATION WILL EXPIRE AT 4:00 P.M. LONDON TIME, ON JULY 23, 2021 (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE “EXPIRATION TIME”). THE ISSUER MAY, IN ITS SOLE DISCRETION, AMEND, TERMINATE OR EXTEND THE EXPIRATION TIME AT ANY TIME. ONLY A HOLDER OF TEMPORARY NOTES (AS DEFINED HEREIN) IN RESPECT OF WHICH A VALID CONSENT HAS BEEN DELIVERED PRIOR TO THE EXPIRATION TIME (WHICH CONSENT HAS NOT BEEN VALIDLY REVOKED) WILL BE ENTITLED TO RECEIVE THE CONSENT PAYMENT. THE ISSUER, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO WAIVE ANY DEFECTS, IRREGULARITIES OR DELAYS IN CONNECTION WITH DELIVERIES OF CONSENTS. CONSENTS MAY BE REVOKED BY HOLDERS PRIOR TO THE EFFECTIVE TIME ON THE TERMS AND CONDITIONS SET OUT IN THIS CONSENT SOLICITATION STATEMENT. SEE “THE SOLICITATION—REVOCATION OF CONSENTS.”

THE ISSUER ANTICIPATES THAT, PROMPTLY AFTER RECEIPT OF THE REQUIRED CONSENTS ON OR PRIOR TO THE EXPIRATION TIME, IT WILL GIVE NOTICE BY WAY OF AN OFFICER’S CERTIFICATE TO THE TRUSTEE THAT THE REQUIRED CONSENTS HAVE BEEN RECEIVED (WHICH WILL BE THE EFFECTIVE TIME), AND THE ISSUER AND THE TRUSTEE WILL EXECUTE THE SUPPLEMENTAL INDENTURE (AS DEFINED HEREIN) WITH RESPECT TO THE TEMPORARY NOTES AT A CONVENIENT TIME AS SOON AS PRACTICABLE THEREAFTER. HOLDERS SHOULD NOTE THAT THE EFFECTIVE TIME MAY FALL PRIOR TO THE EXPIRATION TIME, AND, IF SO, HOLDERS MAY NOT BE GIVEN PRIOR NOTICE OF SUCH EFFECTIVE TIME. HOLDERS WILL NOT BE ABLE TO VALIDLY REVOKE THEIR CONSENTS AFTER THE EFFECTIVE TIME.

Assemblin Financing AB (publ), a registered Swedish public limited liability company (*publikt aktiebolag*) incorporated under the laws of Sweden (the “Issuer”), is soliciting (the “Solicitation”) consents (the “Consents”) from the holders (“Holders” and, each such holder, a “Holder”) of the €100,000,000 aggregate principal amount outstanding of its Senior Secured Floating Rate Notes due 2025 (the “Temporary Notes”) to the waiver and proposed amendment of certain provisions of the Temporary Notes and the Temporary Indenture (as defined herein) as described under “*The Waiver and Proposed Amendment.*”

The Temporary Notes were issued pursuant to an indenture dated as of February 11, 2021, as amended and supplemented on May 23, 2021 (the “Temporary Indenture”), between, among others, the Issuer and Deutsche Trustee Company Limited, as trustee (the “Trustee”). Capitalized terms have the meanings assigned to them elsewhere in this Consent Solicitation Statement or in the Temporary Indenture.

Upon issuance of the Temporary Notes, the gross proceeds were deposited into an escrow account pursuant to the terms of an escrow agreement dated February 11, 2021 between, among others, the Issuer, the Trustee and the escrow agent thereunder (the “Escrow Agreement”).

Subject to the provisions in respect of a Special Mandatory Redemption under the Temporary Indenture, on the date on which the Fidelix Acquisition (as defined herein) is consummated, the Temporary Notes will automatically be exchanged for an equal aggregate principal amount of additional notes (the “Additional Notes”) issued under the indenture dated December 6, 2019 (the “Indenture”) governing, among others, the Issuer’s existing €250,000,000 Senior Secured Floating Rate Notes due 2025 (the “Existing 2025 Notes”). The Additional Notes will have the same terms as the Existing 2025 Notes and will constitute a single class of debt securities with the Existing 2025 Notes under the Indenture.

The Issuer, subject to the terms and conditions set forth in this Consent Solicitation Statement, is soliciting the Consents of Holders to (i) a waiver of the special mandatory redemption provisions contained in the Temporary Notes and the Temporary Indenture requiring the Issuer to redeem the entire aggregate principal amount of the Temporary Notes then outstanding by the Special Mandatory Redemption Date stated therein if the Special Termination Date (as defined herein) occurs on or prior to September 3, 2021 (the “Waiver”) and (ii) an amendment of the definition of “Escrow Longstop Date” as defined in the Temporary Indenture from September 3, 2021 to December 31, 2021 (including an authorization for the Trustee to make corresponding changes to the Escrow Agreement) and thereby the delay of the application of the special mandatory redemption provisions relating to the Temporary Notes for the Special Mandatory Redemption of the entire aggregate principal amount of the Temporary Notes then outstanding (which would otherwise occur if the Fidelix Acquisition (as defined herein) is not consummated on or prior to September 3, 2021) (the “Proposed Amendment” and, together with the Waiver, the “Waiver and Proposed Amendment”). The purpose of this Solicitation, consisting of the Waiver and Proposed Amendment, is to provide additional time, in case it is needed, to facilitate the consummation of the proposed acquisition (the “Fidelix Acquisition”) by Assemblin AB, a subsidiary of the Issuer (the “Purchaser”) of Fidelix Holding Oy (the “Target”) from the shareholders and option rights holders in Fidelix Holding Oy (the “Sellers”). The Fidelix Acquisition remains subject to obtaining antitrust and regulatory approvals and other customary closing conditions. On May 11, 2021, Assemblin AB and the Sellers amended and restated the sale and purchase agreement between them relating to the Fidelix Acquisition, originally dated December 8, 2020 (the “Fidelix Acquisition Agreement”), in order to extend the longstop date under the Fidelix Acquisition Agreement to November 15, 2021. **Neither the Waiver nor the Proposed Amendment is a condition to the completion of the Fidelix Acquisition.**

The consideration paid to Holders for any Consent validly delivered prior to the Expiration Time and not validly revoked prior to the Effective Time will be €1.25 for each €1,000 in principal amount of the Temporary Notes, and will be payable by or on behalf of the Issuer on the Consent Payment Date (as defined herein) (the “Consent Payment”).

To receive the Consent Payment, a Consent must be validly received by the Information and Tabulation Agent prior to the Expiration Time and not validly revoked at or prior to the Effective Time.

The Solicitation is being made on the terms and is subject to the conditions set forth in this Consent Solicitation Statement. The Issuer expressly reserves the right, in its sole discretion, to terminate the Solicitation at any time.

Adoption under the Temporary Indenture of the Waiver and Proposed Amendment requires the Consent of the Holders of a majority in aggregate principal amount of the Temporary Notes then outstanding under the Temporary Indenture (the “Required Consents”). There are no required consents from the holders of the Existing 2025 Notes, as the Waiver and Proposed Amendment affect only the Temporary Notes.

A Consent may be validly revoked by a Holder at any time on or prior to the Effective Time, as described herein, and will automatically terminate and not be effective if the Required Consents are not obtained on or prior to the Expiration Time, and in this case, no Consent Payment will be made with respect to the Temporary Notes. From and after the Effective Time, assuming we receive the Required Consents, each present and future holder of the Temporary Notes will be bound by the Waiver and Proposed Amendment after the execution of the Supplemental Indenture, once it becomes operative (as set out below), whether or not such Holder delivered a Consent.

The Waiver and the Proposed Amendment will become effective as of the Effective Time and the Issuer will make the Consent Payment on the fifth business day following the Expiration Time, or such earlier date after the Expiration Time as determined by the Issuer in its sole discretion; *provided* that (i) the Required Consents are received and (ii) there are no laws, regulations, injunctions or actions or other proceedings, pending or threatened, which, in the case of any action or proceeding if adversely determined, would make unlawful or invalid or enjoin the implementation of the Waiver and Proposed Amendment or the payment of the Consent Payment and; *provided, further*, that the Waiver and the Proposed Amendment will not become operative until after the Supplemental Indenture is executed (such execution to be at a convenient time as soon as practicable after the Effective Time) and upon the Consent Payment being made (but, once operative, will have effect as of the Effective Time).

Solicitation Agents

Deutsche Bank

Nordea Bank Abp

The date of this Consent Solicitation Statement is July 16, 2021.

**STATEMENT REGARDING INFORMATION CONTAINED
IN THIS CONSENT SOLICITATION STATEMENT**

The information provided in this Consent Solicitation Statement is based upon information provided by the Issuer. None of Deutsche Bank Aktiengesellschaft and Nordea Bank Abp (the "Solicitation Agents"), Lucid Issuer Services Limited (the "Information and Tabulation Agent") or Deutsche Trustee Company Limited (the "Trustee") nor any of their respective directors, officers, employees, agents or affiliates have independently verified, and none of them make any representation or warranty, express or implied, nor assume any responsibility as to, the accuracy or adequacy of the information contained herein or any document prepared in connection with it or the Solicitation or for any failure by the Issuer to disclose events or circumstances which may have occurred or may affect the significance or accuracy of any such information. No person has been authorized to give any information or make any representations other than those contained in this Consent Solicitation Statement and other accompanying materials. If given or made, such information or representations must not be relied upon as having been authorized by the Issuer, the Trustee, the Solicitation Agents, the Information and Tabulation Agent, any of their respective directors, officers, employees, agents or affiliates or any other person. The delivery of this Consent Solicitation Statement at any time does not imply that the information herein is correct as of any date subsequent to the date on the cover page hereof.

None of the Issuer, the Solicitation Agents, the Information and Tabulation Agent the Trustee or any of their respective directors, officers, employees, agents or affiliates makes any recommendation as to whether Consents to the Waiver and Proposed Amendment should be given. The Solicitation Agents are acting exclusively for the Issuer and no one else in connection with the Solicitation. If the Required Consents in respect of the Temporary Notes are obtained, the Trustee will, at a convenient time as soon as practicable after the Effective Time, upon receipt of the required documentation in form and substance reasonably satisfactory to the Trustee, enter into a supplemental indenture (the "Supplemental Indenture") to implement the Waiver and Proposed Amendment in the manner authorized by the Holders pursuant to this Solicitation. Recipients of this Consent Solicitation Statement and the accompanying materials should not construe their contents as legal, business, financial, regulatory or tax advice.

Each Holder is responsible for assessing the merits of the Solicitation with respect to the Temporary Notes held by it. In accordance with normal and accepted practice, none of the Trustee, the Solicitation Agents, the Information and Tabulation Agent nor any of their respective directors, officers, employees, agents or affiliates express any opinion as to the merits of the Solicitation or the Waiver and Proposed Amendment to Holders in this Consent Solicitation Statement (of which they were not involved in the negotiation). Accordingly, the Trustee and the Solicitation Agents urge Holders who are in doubt as to the meaning of the Waiver and Proposed Amendment in connection with the Solicitation (including any tax consequences) to seek their own independent advice. The Trustee and the Solicitation Agents have not made and will not make any assessment of the merits of any Solicitation or of the impact of any Solicitation on the interests of the Holders either as a class or as individuals. The entry into the Supplemental Indenture as a result of the Solicitation will not require the Trustee or the Solicitation Agents to, and the Trustee and the Solicitation Agents will not, consider the interests of the Holders either as a class or as individuals. The Trustee and the Solicitation Agents have not been involved in the Solicitation or in formulating the Solicitation and make no representation that all information has been disclosed to Holders in this Consent Solicitation Statement. The Trustee will assess any direction it is given hereunder in accordance with its rights and duties under the Temporary Indenture. Accordingly, Holders who are in any doubt as to the impact of the Solicitation or of the implementation of the Waiver and Proposed Amendment should seek their own independent professional advice.

The Solicitation is not being made to, and no Consents are being solicited from, Holders in any jurisdiction in which it is unlawful to make such solicitation or grant such Consents. The Issuer may, however, in its sole discretion, take such actions as it may deem necessary to solicit Consents in any jurisdiction and may extend the solicitation to, and solicit Consents from, persons in such jurisdiction.

The making of the Solicitation may be restricted by laws and/or regulations in some jurisdictions. Persons into whose possession this Consent Solicitation Statement comes must inform themselves about and observe these restrictions.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Consent Solicitation Statement includes forward-looking statements. All statements, other than statements of historical fact, included in this Consent Solicitation Statement regarding the financial condition of the Issuer or regarding future events or prospects are forward-looking statements. The words “aim,” “anticipate,” “believe,” “continue,” “estimate,” “expect,” “future,” “help,” “intend,” “may,” “plan,” “shall,” “should,” “will” or the negative or other variations of them as well as other statements regarding matters that are not historical fact, are or may constitute forward-looking statements. The Issuer has based these forward-looking statements on management’s current view with respect to future events and financial performance. These views reflect the best judgment of management but involve a number of risks, uncertainties and assumptions. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may differ materially from those predicted in the forward-looking statements and from past results, performance or achievements. All forward-looking statements contained in this Consent Solicitation Statement are qualified in their entirety by this cautionary statement.

There is no intention to update or revise any forward-looking statements whether as a result of new information, future events or otherwise. All subsequent written or oral forward-looking statements attributable to the Issuer, or persons acting on its behalf, are expressly qualified in its entirety by the cautionary statements contained throughout this Consent Solicitation Statement. As a result of these risks, uncertainties and assumptions, you should not place undue reliance on these forward-looking statements.

AVAILABLE INFORMATION

Copies of the Temporary Indenture and the Temporary Notes may be requested from the Issuer.

The Issuer may have delivered, pursuant to the Temporary Indenture, certain reports to Deutsche Trustee Company Limited, as Trustee, located at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom, including the interim financial statements as of and for the six months ended June 30, 2021, and has made certain information available on its website. None of the documents, reports or other information delivered to the Trustee or available on the Issuer’s website is incorporated by reference into this Consent Solicitation Statement or forms part of this Consent Solicitation Statement.

Copies of this Consent Solicitation Statement and the Supplemental Indenture will be made available upon request from the Information and Tabulation Agent. In addition, the results of the Consent Solicitation and the Consent Payment date will be published on the website of the Issuer at <https://www.assemblin.com/investors/>.

None of the Solicitation Agents, the Information and Tabulation Agent or the Trustee nor any of their respective directors, officers, employees, agents or affiliates takes any responsibility for the accuracy or completeness of the information contained in such documents and records, or for any failure by the Issuer to disclose events or circumstances which may have occurred or may affect the significance or accuracy of any such information. The Trustee will be entitled to rely solely and conclusively, without further investigation, on the certification of the Information and Tabulation Agent and the Issuer that the Required Consents have been obtained.

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KEY DATES

The following summary of key dates is qualified in its entirety by the more detailed information appearing elsewhere in this Consent Solicitation Statement. Capitalized terms have the meanings assigned to them elsewhere in this Consent Solicitation Statement or in the Temporary Indenture.

Holders should take note of the following dates in connection with the Solicitation. The dates below are, however, subject to modification in accordance with the terms of the Solicitation:

Event Name	Timing	Description
Solicitation Launch Date	July 16, 2021.	Commencement of the Solicitation.
Effective Time	The time at which the Required Consents have been received.	<p>The Waiver and the Proposed Amendment will become effective as of the Effective Time; <i>provided</i> that (i) the Required Consents are received and (ii) there are no laws, regulations, injunctions or actions or other proceedings, pending or threatened, which, in the case of any action or proceeding if adversely determined, would make unlawful or invalid or enjoin the implementation of the Waiver and Proposed Amendment or the payment of the Consent Payment); and; <i>provided, further</i>, that the Waiver and the Proposed Amendment will not become operative until after the Supplemental Indenture is executed (such execution to be at a convenient time as soon as practicable after the Effective Time) and upon the Consent Payment being made (but, once operative, will have effect as of the Effective Time).</p> <p>Consents may be validly revoked by Holders prior to but not after the Effective Time.</p>
Expiration Time	4:00 p.m., London time, on July 23, 2021, unless extended by the Issuer in its sole discretion.	The time prior to which Holders must validly deliver Consents to the Waiver and Proposed Amendment in order to be eligible to receive the Consent Payment.
Announcement of Solicitation Results	As soon as practicable after the earlier of the Effective Time or the Expiration Time.	The date on which the results of the Solicitation are announced by the Issuer.
Consent Payment Date	The fifth business day following the Expiration Time, or such earlier date after the Expiration Time as determined by the Issuer in its sole discretion.	The date on which the Consent Payment will be paid to Holders who validly delivered Consents received prior to the Expiration Time and did not validly revoke such Consents prior to the Effective Time, as determined by the Issuer in its sole discretion. No Consent Payment will be required if (i) the Solicitation is terminated or

(ii) the Required Consents are not received.

INFORMATION ABOUT THE GROUP, THE PURCHASER, THE ACQUISITION AND THE TARGET

The Solicitation is being made in connection with the Fidelix Acquisition, pursuant to which the Target is expected to be acquired by the Purchaser from the Sellers. The following summary highlights selected information about the Issuer and its subsidiaries (the "Group"), the Purchaser, the Fidelix Acquisition and the Target. For more information about the Issuer, please see "Available Information."

The Group and the Purchaser

The Group is one of the Nordic region's leading providers of complete installation and service solutions, with its primary activities focusing on electrical engineering, heating and sanitation, ventilation and automation, as well as key competencies in data and telecom, industrial pipes, district heating, cooling, sprinklers, security and electrical workshop and field services.

A subsidiary of the Issuer will be the Purchaser in the Fidelix Acquisition.

The Fidelix Acquisition and the Target

On December 8, 2020, Assemblin AB entered into the Fidelix Acquisition Agreement with the Sellers to acquire the Target from the Sellers. The Fidelix Acquisition is subject to customary antitrust and regulatory approvals and is expected, subject to such approvals and other customary closing conditions, to close during 2021. The cash consideration for the Fidelix Acquisition is estimated to be approximately €92 million (or approximately SEK 965million) (with the actual amount paid as consideration being subject to adjustment in accordance with the terms of the Fidelix Acquisition Agreement).

The Target was founded in 2002 and has since grown into a technology-driven building automation service company with a leading market position in the Nordics. Using in-house developed technology, the Target covers the full value chain, from sales and deployment of products and systems, to cloud and aftermarket services. The Target currently operates in Finland and Sweden (accounting for approximately 70% and 30% of the Target's 2020 net sales, respectively, based on Fidelix's management accounts and before intragroup eliminations), with 20 regional offices and over 300 employees. Its experienced management team will be integrated within the Group and will continue to play a critical role in the Target's ongoing operations to support continued success.

On May 11, 2021, the parties to the Fidelix Acquisition Agreement amended and restated the Fidelix Acquisition Agreement in order to extend the longstop date under the Fidelix Acquisition Agreement to November 15, 2021.

Pursuant to the Fidelix Acquisition Agreement (as amended), the Fidelix Acquisition is conditional upon, among other things, the receipt of antitrust and regulatory approvals from the competent authorities (or upon waiver thereof to the extent permitted under applicable law). There is no guarantee that the conditions precedent to the Fidelix Acquisition will be fulfilled and that the Fidelix Acquisition will be consummated.

Pursuant to the Acquisition Agreement, if the conditions to the Acquisition are not fulfilled (including receipt of the required antitrust and regulatory approval from the relevant authorities) on or prior to November 15, 2021 (unless further extended), either the Sellers or the Purchaser may choose not to proceed with the Acquisition. There is no guarantee that completion of the Acquisition will occur within that time, if at all.

Neither the Waiver nor the Proposed Amendment is a condition to the completion of the Fidelix Acquisition.

PURPOSE OF THE CONSENT SOLICITATION

The purpose of this Solicitation, consisting of the Waiver and Proposed Amendment, is to provide additional time, in case it is needed, to facilitate the consummation of the Fidelix Acquisition.

Section 3.07 (Special Mandatory Redemption) of the Temporary Indenture and paragraph 24 (Special Mandatory Redemption) of each of the Temporary Notes currently provide that in the event that (a) the Escrow Release does not take place on or prior to the Escrow Longstop Date, (b) in the reasonable judgment of the Issuer, the Fidelix Acquisition will not be consummated on or prior to the Escrow Longstop Date or the Issuer or one of its subsidiaries has announced its intention to abandon the Fidelix Acquisition, (c) the Fidelix Acquisition Agreement terminates on or prior to the Escrow Longstop Date or (d) there is an Event of Default (as defined in the Temporary Indenture) with respect to the Issuer under Section 6.01(e) or Section 6.01(f) of the Temporary Indenture (the date of any such event being the “Special Termination Date”), the Issuer will redeem the entire aggregate principal amount of the Temporary Notes then outstanding at a price equal to 100% of the aggregate issue price of such Temporary Notes, plus accrued but unpaid interest and Additional Amounts, if any, on such Temporary Notes from the later of the Temporary Notes Issue Date and the most recent interest payment date to (but not including) the Special Mandatory Redemption Date (as defined in the Temporary Indenture). The Escrow Longstop Date under the Temporary Indenture is currently defined as September 3, 2021.

On May 11, 2021, the parties to the Fidelix Acquisition Agreement amended and restated the Fidelix Acquisition Agreement in order to extend the longstop date under the Fidelix Acquisition Agreement to November 15, 2021. The Fidelix Acquisition remains subject to obtaining antitrust and regulatory approvals and other customary closing conditions.

The Waiver

We are requesting a waiver of any and all requirements under section 3.07 (Special Mandatory Redemption) of the Temporary Indenture and paragraph 24 (Special Mandatory Redemption) of each of the Temporary Notes for the Issuer to proceed with the Special Mandatory Redemption set out therein on or prior to September 3, 2021.

If operative, the Waiver would eliminate the requirement for the Issuer to redeem the Temporary Notes on the Special Mandatory Redemption Date as currently set forth in the Temporary Notes and the Temporary Indenture, which would otherwise be triggered if the Fidelix Acquisition is not consummated on or prior to September 3, 2021, and replace it with the alternative date referred to below.

The Proposed Amendment

The Temporary Indenture provides that under certain circumstances the Trustee and the Issuer, among others, may enter into a supplemental indenture amending certain provisions of the Note Documents, including the special mandatory redemption provisions of the Temporary Notes and the Temporary Indenture, with the consent of Holders of a majority in aggregate principal amount of the Temporary Notes then outstanding. Consequently, we are soliciting Consents from the Holders for the proposed amendment described below.

If operative, the Proposed Amendment would amend the definition of “Escrow Longstop Date” as defined in the Temporary Indenture from September 3, 2021 to December 31, 2021, and allow the Trustee to make any corresponding changes to the Escrow Agreement, and thereby delay the application of the special mandatory redemption provisions relating to the Temporary Notes for the Special Mandatory Redemption of the entire aggregate principal amount of the Temporary Notes then outstanding (which would otherwise occur if the Fidelix Acquisition is not consummated on or prior to September 3, 2021).

QUESTIONS AND ANSWERS

Q1: What is the purpose of the Solicitation?

Answer:

The purpose of this Solicitation, consisting of the Waiver and Proposed Amendment, is to provide additional time, in case it is needed, to facilitate the consummation of the Fidelix Acquisition. Section 3.07 (Special Mandatory Redemption) of the Temporary Indenture and paragraph 24 (Special Mandatory Redemption) of each of the Temporary Notes currently provide that in the event that (a) the Escrow Release does not take place on or prior the Escrow Longstop Date, (b) in the reasonable judgment of the Issuer, the Fidelix Acquisition will not be consummated on or prior the Escrow Longstop Date or the Issuer or one of its subsidiaries has announced its intention to abandon the Fidelix Acquisition, (c) the Fidelix Acquisition Agreement terminates at any time prior to the Escrow Longstop Date or (d) there is an Event of Default with respect to the Issuer under Section 6.01(e) or Section 6.01(f) of the Temporary Indenture, the Issuer will redeem the entire aggregate principal amount of the Temporary Notes then outstanding at a price equal to 100% of the aggregate issue price of such Temporary Notes, plus accrued but unpaid interest and Additional Amounts, if any, on such Temporary Notes from the later of the Temporary Notes Issue Date and the most recent interest payment date to (but not including) the Special Mandatory Redemption Date (as defined in the Temporary Indenture). The Escrow Longstop Date under the Temporary Indenture is currently defined as September 3, 2021.

On May 11, 2021, the parties to the Fidelix Acquisition Agreement amended and restated the Fidelix Acquisition Agreement in order to extend the longstop date under the Fidelix Acquisition Agreement to November 15, 2021. The Fidelix Acquisition remains subject to obtaining antitrust and regulatory approvals and other customary closing conditions.

If operative, the Waiver would eliminate the requirement for the Issuer to redeem the Temporary Notes on the Special Mandatory Redemption Date as currently set forth in the Temporary Notes and the Temporary Indenture (which would otherwise occur if the Fidelix Acquisition is not consummated on or prior to September 3, 2021), and, if operative, the Proposed Amendment would amend the definition of “Escrow Longstop Date” as defined in the Temporary Indenture from September 3, 2021 to December 31, 2021, and allow the Trustee to make any corresponding changes to the Escrow Agreement, and thereby delay the application of the special mandatory redemption provisions relating to the Temporary Notes for the Special Mandatory Redemption of the entire aggregate principal amount of the Temporary Notes then outstanding (which would otherwise occur if the Fidelix Acquisition is not consummated on or prior to September 3, 2021).

Q2: What is the Consent Payment?

Answer:

The consideration for each €1,000 in principal amount of the Temporary Notes for which a Consent is validly delivered prior to the Expiration Time and not validly revoked prior to the Effective Time, will be €1.25 and will be payable by or on behalf of the Issuer on the Consent Payment Date.

Q3: When will the Consent Payment be made?

Answer:

It will be made on the Consent Payment Date, which is the fifth business day following the Expiration Time or such earlier date after the Expiration Time as determined by the Issuer in its sole discretion.

Q4: What are the reasons for Holders to Consent?

Answer:

We believe that the Fidelix Acquisition will benefit the Group’s business for a variety of reasons, including providing us with a market-leading position within the building automation market in the Nordics. However, we may not complete the Fidelix Acquisition by the Special Termination Date. Without the Solicitation, the Issuer would be required, as a result of the Fidelix Acquisition timeline, to redeem the entire aggregate principal amount of the Temporary Notes then outstanding at 100% of the aggregate issue price, together with accrued and unpaid interest and Additional Amounts, if any, on or prior to September 3, 2021. The purpose of

this Solicitation, consisting of the Waiver and Proposed Amendment, is to provide additional time, in case it is needed, to facilitate the consummation of the Fidelix Acquisition.

Q5: What if a Holder doesn't Consent?

Answer:

If the Waiver and Proposed Amendment become operative, Holders who did not Consent to the Waiver and Proposed Amendment on or prior to the Expiration Time and Holders whose Consents were validly revoked on or prior to the Effective Time, including any transferees of the Temporary Notes from such Holders, will still be bound by the Waiver and Proposed Amendment and will not receive a Consent Payment.

Q6: When do I need to Consent by?

Answer:

You may provide your Consent at your earliest convenience, but the latest time at which you need to have delivered your consent by is the Expiration Time, which is 4:00 p.m., London Time, on July 23, 2021, unless extended by the Issuer in its sole discretion.

Q6: What is the required Consent threshold?

Answer:

The Consent requires the receipt of the valid and unrevoked Consents of Holders of a majority in aggregate principal amount of the outstanding Temporary Notes issued and outstanding under the Temporary Indenture prior to the Expiration Time. As of July 16, 2021, the outstanding aggregate principal amount of the Temporary Notes was €100.0 million.

THE WAIVER AND PROPOSED AMENDMENT

Set forth below is a summary of the Waiver and Proposed Amendment for which Consents are being sought pursuant to this Consent Solicitation Statement. Holders of the Temporary Notes should carefully consider the factors set forth below as well as the other information set forth in this Consent Solicitation Statement prior to making a Consent. The following statements relating to the Waiver and Proposed Amendment are summaries that do not purport to be complete. Each capitalized term appearing below that is not defined herein has the meaning assigned to such term in the Temporary Indenture or the Temporary Notes, as the case may be.

Section 3.07 (Special Mandatory Redemption) of the Temporary Indenture and paragraph 24 (Special Mandatory Redemption) of each of the Temporary Notes currently provide that in the event that (a) the Escrow Release does not take place on or prior the Escrow Longstop Date, (b) in the reasonable judgment of the Issuer, the Fidelix Acquisition will not be consummated on or prior the Escrow Longstop Date or the Issuer or one of its subsidiaries has announced its intention to abandon the Fidelix Acquisition, (c) the Fidelix Acquisition Agreement terminates at any time prior to the Escrow Longstop Date or (d) there is an Event of Default with respect to the Issuer under Section 6.01(e) or Section 6.01(f) of the Temporary Indenture, the Issuer will redeem the entire aggregate principal amount of the Temporary Notes then outstanding at a price equal to 100% of the aggregate issue price of such Temporary Notes, plus accrued but unpaid interest and Additional Amounts, if any, on such Temporary Notes from the later of the Temporary Notes Issue Date and the most recent interest payment date to (but not including) the Special Mandatory Redemption Date (as defined in the Temporary Indenture). The Longstop Date under the Temporary Indenture is currently defined as September 3, 2021.

On May 11, 2021, the parties to the Fidelix Acquisition Agreement amended and restated the Fidelix Acquisition Agreement in order to extend the longstop date under the Fidelix Acquisition Agreement to November 15, 2021. The Fidelix Acquisition remains subject to obtaining antitrust and regulatory approvals and other customary closing conditions.

The Waiver

We are requesting a waiver of any and all requirements under section 3.07 (Special Mandatory Redemption) of the Temporary Indenture and paragraph 24 (Special Mandatory Redemption) of each of the Temporary Notes for the Issuer to proceed with the Special Mandatory Redemption set out therein on or prior to September 3, 2021.

If operative, the Waiver would eliminate the requirement for the Issuer to redeem the Temporary Notes on the Special Mandatory Redemption Date as currently set forth in the Temporary Notes and the Temporary Indenture, which would otherwise be triggered if the Fidelix Acquisition is not consummated on or prior to September 3, 2021.

The Proposed Amendment

The Temporary Indenture provides that under certain circumstances the Trustee and the Issuer, among others, may enter into a supplemental indenture amending certain provisions of the Note Documents, including the special mandatory redemption provisions of the Temporary Notes and the Temporary Indenture, with the consent of Holders of a majority in aggregate principal amount of the Temporary Notes then outstanding. Consequently, we are soliciting Consents from the Holders for the proposed amendment described below.

If operative, the Proposed Amendment would amend the definition of "Escrow Longstop Date" as defined in the Temporary Indenture from September 3, 2021 to December 31, 2021, and allow the Trustee to make any corresponding changes to the Escrow Agreement, and thereby delay the application of the special mandatory redemption provisions relating to the Temporary Notes for the Special Mandatory Redemption of the entire aggregate principal amount of the Temporary Notes then outstanding (which would otherwise occur if the Fidelix Acquisition is not consummated on or prior to September 3, 2021).

General

Any Consent received in a case where the Consents of the Holders of a majority of the outstanding Temporary Notes are not obtained prior to the Expiration Time (as it may be extended from time to time in the sole discretion of the Issuer) will automatically terminate and not be effective and no Consent Payment will be made in respect of such Consent. From and after the time at which the Required Consents have been received, each present and future Holder of the Temporary Notes will be bound by the Waiver, whether or not such Holder delivered a Consent, and from and after the time at which the Temporary Notes have been amended by

way of the Supplemental Indenture being executed, each present and future Holder of the Temporary Notes will be bound by the Proposed Amendment, whether or not such Holder delivered a Consent, and only those Holders providing a Consent which is validly received by the Information and Tabulation Agent, at or prior to the Expiration Time, which is not validly revoked, will be entitled to receive the Consent Payment on the fifth business day following the Expiration Time or such earlier date after the Expiration Time as determined by the Issuer in its sole discretion.

By consenting to the Waiver and Proposed Amendment, Holders will be deemed to have authorized and directed the Trustee to grant the Waiver and Proposed Amendment on the terms set out under this section by entering into the Supplemental Indenture.

In accordance with normal and accepted practice, the Trustee expresses no opinion on the merits of the Waiver and Proposed Amendment.

Pursuant to the terms of the Temporary Indenture and the Notes, the Waiver and Proposed Amendment shall have the effect on each Note to have supplemented, modified and amended such Note(s) in such manner as necessary to make the terms of such Note(s) consistent with the terms of the Temporary Indenture as amended by the Waiver and the Proposed Amendment. To the extent there is any conflict between the terms of any Note and the terms of the Temporary Indenture, as amended by the Waiver and the Proposed Amendment, the terms of the Temporary Indenture, as supplemented by the Supplemental Indenture, shall govern and be controlling.

Effect of the Waiver and Proposed Amendment

If the Waiver and Proposed Amendment become operative, certain provisions contained in the Temporary Notes will be waived or amended, and Holders will not be entitled to the benefit of such provisions.

If operative, the Waiver would eliminate the requirement for the Issuer to redeem the Temporary Notes on the Special Mandatory Redemption Date as currently set forth in the Temporary Notes and the Temporary Indenture, and, if operative, the Proposed Amendment would amend the definition of “Escrow Longstop Date” as defined in the Temporary Indenture from September 3, 2021 to December 31, 2021, and allow the Trustee to make any corresponding changes to the Escrow Agreement, and thereby delay the application of the special mandatory redemption provisions relating to the Temporary Notes for the Special Mandatory Redemption of the entire aggregate principal amount of the Temporary Notes then outstanding (which would otherwise occur if the Fidelix Acquisition is not consummated on or prior to September 3, 2021).

If the Waiver and Proposed Amendment become operative, they will be binding on all Holders and their transferees of the Temporary Notes, whether or not such Holders have consented to the Waiver and Proposed Amendment.

Holders who do not consent to the Waiver and the Proposed Amendment on or prior to the Expiration Time and Holders whose Consents are validly revoked on or prior to the Effective Time will not receive a Consent Payment even though the Waiver and the Proposed Amendment, if they become operative, will be binding on them and any transferee of the Notes.

The Issuer is seeking Consents to the Waiver and Proposed Amendment as a single proposal. Accordingly, a consent purporting to consent to only some of the Waiver and Proposed Amendment will not be valid.

CERTAIN SIGNIFICANT CONSIDERATIONS

None of the Issuer, the Solicitation Agents, the Information and Tabulation Agent, the Trustee or any of their respective directors, officers, employees, agents or affiliates makes any recommendation as to whether a Holder of the Temporary Notes should consent to the Waiver and Proposed Amendment, and neither the Issuer nor its board of directors has authorized any person to make any such statement. Holders are urged to evaluate carefully all information included in this Consent Solicitation Statement, consult with their own legal, investment and tax advisors and make their own decision whether to provide their consent to the Waiver and Proposed Amendment pursuant to the Solicitation. In deciding whether to consent to the Waiver and Proposed Amendment, you should carefully consider the following, in addition to the other information contained in this Consent Solicitation Statement or available as set forth under “*Available Information.*”

If the Required Consents are received and the Supplemental Indenture is executed, all the Temporary Notes will be subject to the terms of, and bound by, the Waiver and Proposed Amendment, with effect from the Effective Time.

If the Required Consents are received and the Supplemental Indenture is executed, all Holders will be bound by the Waiver in respect of which the Required Consents have been received and by the Proposed Amendment in respect of which the Supplemental Indenture has been executed, whether or not such Holder delivered a Consent or otherwise affirmatively objected to the Waiver and Proposed Amendment. Non-consenting Holders, although bound by the Waiver and Proposed Amendment, will not be entitled to any Consent Payment. Non-consenting Holders (whether or not they affirmatively objected to the Waiver and Proposed Amendment) will not be entitled to any rights of appraisal or similar rights of dissenters (whether pursuant to the Temporary Indenture or the Issuer’s organizational instruments) with respect to the adoption of the Waiver and Proposed Amendment and the execution of the Supplemental Indenture with respect to the Temporary Notes.

There can be no assurance that the Waiver and Proposed Amendment will become operative.

The Waiver and the Proposed Amendment will become effective as of the Effective Time; *provided* that (i) the Required Consents are received and (ii) there are no laws, regulations, injunctions or actions or other proceedings, pending or threatened, which, in the case of any action or proceeding if adversely determined, would make unlawful or invalid or enjoin the implementation of the Waiver and Proposed Amendment or the payment of the Consent Payment and; *provided, further*, that the Waiver and the Proposed Amendment will not become operative until after the Supplemental Indenture is executed (such execution to be at a convenient time as soon as practicable after the Effective Time) and upon the Consent Payment being made (but, once operative, will have effect as of the Effective Time).

There can be no assurance that the Fidelix Acquisition will be consummated.

The Fidelix Acquisition is subject to certain antitrust and regulatory approvals and certain other conditions. At present, we expect that the Fidelix Acquisition will close during 2021, but if the relevant antitrust and regulatory approvals are not received or if certain of the other conditions to the consummation of the Fidelix Acquisition are not satisfied or waived (if permitted), it is possible that, the Fidelix Acquisition would not be consummated in that time period or at all.

Limited ability to revoke Consents.

Consents may be validly revoked at any time prior to the Effective Time, but not thereafter, unless required by applicable law. In addition, the Issuer may, in its sole discretion, subject to applicable law and certain contractual restrictions, extend, amend or terminate the Solicitation. See “—*If the Waiver and Proposed Amendment sought in the Solicitation become operative, all the Temporary Notes will be subject to the terms of and bound by, the Waiver and Proposed Amendment.*”

Holders are responsible for consulting with their own advisers.

Holders should consult their own tax, accounting, financial and legal advisers regarding the suitability for themselves of the tax, accounting, financial, legal, regulatory or other consequences of participating or refraining to participate in the Solicitation.

None of the Issuer, the Solicitation Agents, the Information and Tabulation Agent, the Trustee or any director, officer, employee, agent or affiliate of any such person, is acting for any Holder, or will be responsible to any Holder for providing any protections which would be afforded to its clients or for providing advice in

relation to the Solicitation, and accordingly none of the Issuer, the Solicitation Agents, the Information and Tabulation Agent, the Trustee or any director, officer, employee, agent or affiliate of any such person, makes any recommendation as to whether Holders should consent to the Waiver and Proposed Amendment.

The Solicitation may not be completed or may be terminated or amended.

Until the Issuer announces whether it has decided to accept the Consents validly delivered and not validly revoked, no assurance can be given that the Solicitation in respect of the Temporary Notes will be completed. In addition, subject to applicable law and as provided in this Consent Solicitation Statement, the Issuer may, in its sole discretion, extend, re-open, amend or terminate the Solicitation at any time before such announcement and may, in its sole discretion, waive any of the conditions to the Solicitation either before or after such announcement. Even if the Solicitation is completed, the Waiver and the Proposed Amendment will not become operative if the Consent Payment is not made (but, once operative, will have effect as of the Effective Time).

Holders are responsible for complying with the procedures of the Solicitation.

Each Holder is responsible for complying with all of the procedures for submitting or revoking a Consent. None of the Issuer, the Solicitation Agents, the Information and Tabulation Agent or the Trustee assumes any responsibility for informing the Holders of irregularities with respect to any Consent. Consents may only be validly revoked as provided in this Consent Solicitation Statement.

Holders are responsible for assessing the merits of the Solicitation.

Each Holder is responsible for assessing the merits of the Solicitation. None of the Issuer, the Solicitation Agents, the Information and Tabulation Agent or the Trustee, nor any director, officer, employee, agent or affiliate thereof, has made or will make any assessment of the merits of the Solicitation or of the impact of the Solicitation on the interests of the Holders either as a class or as individuals or makes any recommendation as to whether a Holder should consent to the Waiver and Proposed Amendment.

Certain tax considerations.

For a summary of certain tax considerations related to the Solicitation, see “Certain United States Federal Income Tax Considerations.” The tax laws of a number of different jurisdictions tax laws may apply to a Holder and this Consent Solicitation Statement does not purport to discuss the tax consequences for Holders arising from the Proposed Amendments becoming operative or receipt of the Consent Payment in any other jurisdiction except as expressly set out herein. Holders are urged to consult their own professional advisers regarding these possible tax consequences under the laws of the jurisdictions that apply to them or arising from the Proposed Amendments becoming operative or receipt of the Consent Payment. Holders are liable for their own taxes and have no recourse to the Issuer, the Solicitation Agents, the Trustee or the Information and Tabulation Agent with respect to taxes arising from the Proposed Amendments becoming operative or receipt of the Consent Payment.

Temporary Notes for which Consents are delivered will be blocked from being transferred until the earliest of the Expiration Time, the date on which Holders revoke such Consents or the date on which the Solicitation is terminated.

The Temporary Notes for which a Consent has been delivered through the procedures of Euroclear Bank SA/NV and Clearstream Banking, S.A. (“Euroclear” and “Clearstream”, respectively, and together, the “Clearing Systems”) as part of the Solicitation prior to the Expiration Time will be blocked from trading during the period beginning at the time the Direct Participant (as defined in “The Solicitation”) electronically delivers a Consent and ending on the earlier of (i) the Expiration Time, (ii) the date on which the Direct Participant validly revokes its Consent prior to the Effective Time, and (iii) the date on which the Solicitation expires. During the period that the Temporary Notes are blocked, such Temporary Notes will not be freely transferable to third parties.

In the period of time during which the Temporary Notes are blocked pursuant to the foregoing procedures for delivering Consents, Holders may be unable to promptly transfer or sell their Temporary Notes or timely react to adverse trading conditions and could suffer losses as a result of these restrictions on transferability.

Electronic Consent Instructions submitted by Sanctions Restricted Persons will not be accepted.

A beneficial owner of the Temporary Notes who is a Sanctions Restricted Person (as defined in “Procedures for delivering consents”) may not participate in the Solicitation. No Electronic Consent Instructions (as defined herein) submitted by a Sanctions Restricted Person will be accepted or counted and such Sanctions

Restricted Person will not be eligible to receive the Consent Payment in any circumstances, notwithstanding the purported delivery (and non-withdrawal or revocation) of an Electronic Consent Instruction by it in respect of the Solicitation on or before the Expiration Time.

Issuer's rights in connection with the Solicitation.

The Issuer expressly reserves the right, in its sole discretion, at any time to (i) terminate the Solicitation, (ii) waive any of the conditions to the Solicitation, (iii) extend the Expiration Time or (iv) amend the terms of the Solicitation in any manner.

THE SOLICITATION

General

Pursuant to Section 9.02 of the Temporary Indenture, the Waiver and Proposed Amendment requires the receipt of the Required Consents, consisting of the valid and unrevoked Consents of Holders of a majority in aggregate principal amount of the Temporary Notes then issued and outstanding under the Temporary Indenture prior to the Expiration Time. There are no required consents from the holders of the Existing 2025 Notes, as the Waiver and Proposed Amendment affect only the Temporary Notes.

As of July 16, 2021, the outstanding aggregate principal amount of the Temporary Notes was €100.0 million. As of July 16, 2021, none of the Issuer, any Subsidiary in the Group or any Holding Company in the Group held any Temporary Notes.

The Consent Payment will be paid by the Issuer or one or more of its affiliates, or an agent on their behalf, to the Clearing Systems for payments to the Holders of the Temporary Notes who have validly consented as set out herein, but only if certain conditions set forth herein are satisfied (or waived), including, if the following conditions are satisfied (or waived):

- the receipt of the Required Consents in respect of the Temporary Notes prior to the Expiration Time and the delivery to the Trustee of a certification from the Information and Tabulation Agent that the Required Consents in respect of the Temporary Notes have been obtained;
- the execution of the Supplemental Indenture by the Issuer and the Trustee and certain other customary related documentation; and
- the absence of any laws, regulations, injunctions or actions or other proceedings, pending or threatened, which, in the case of any action or proceeding if adversely determined, would make unlawful or invalid or enjoin the implementation of the Waiver and Proposed Amendment or the payment of the Consent Payment..

No Consent Payment will be made until the conditions set forth above are either satisfied or waived. In addition, the Waiver and Proposed Amendment will become effective as of the Effective Time (provided that there are no laws, regulations, injunctions or actions or other proceedings, pending or threatened, which, in the case of any action or proceeding if adversely determined, would make unlawful or invalid or enjoin the implementation of the Waiver and Proposed Amendment or the payment of the Consent Payment). However, the Waiver and Proposed Amendment will not become operative until after the Supplemental Indenture is executed (such execution to be at a convenient time as soon as practicable after the Effective Time) and upon the Consent Payment being made (but, once operative, will have effect as of the Effective Time).

There can be no assurance that the Fidelix Acquisition will be consummated. See “*Certain Significant Considerations.*”

If the Required Consents are obtained and all requested documents are delivered to the Trustee in form and substance reasonably satisfactory to the Trustee, the Issuer and the Trustee, together with the other parties thereto, will enter into the Supplemental Indenture in respect of the Temporary Indenture and the Temporary Notes to give effect to the Waiver and the Proposed Amendment. If the Supplemental Indenture is executed, the Waiver and Proposed Amendment as set forth in the Supplemental Indenture will be binding on all Holders and their transferees whether or not such Holders have consented to the Waiver and the Proposed Amendment, with effect from the Effective Time. For the avoidance of doubt, the Waiver and the Proposed Amendment will not become operative if the Consent Payment is not made.

In order to provide a Consent, each person who is shown in the records of the Clearing Systems as a Holder of the Temporary Notes (also referred to as a “Direct Participant”) must submit, at or prior to the Expiration Time, a Consent in the applicable manner described below.

Holders who wish to provide a Consent and whose Temporary Notes are held in the name of a broker, dealer, commercial bank, trust company or other nominee institution must contact such nominee promptly and instruct such nominee, to consent in accordance with the customary procedures of the Clearing Systems, on behalf of the Holder. The deadlines set by any such custodial entity and the Clearing Systems for the submission of consents to the Waiver and Proposed Amendment may be earlier than the deadlines specified in this Consent Solicitation Statement.

The term “Holder” means:

- (a) a Direct Participant (as defined herein);
- (b) any broker, dealer, commercial bank, trust company or other nominee or custodian who holds Temporary Notes; and
- (c) each beneficial owner of Temporary Notes holding such Temporary Notes directly or indirectly, in accounts in the name of a Direct Participant acting on the beneficial owner’s behalf (a “Beneficial Owner”).

The Trustee has no responsibility or liability for monitoring, tabulating or verifying compliance with deadlines or other formalities in connection with the delivery or revocation of Consents or the payment of any Consent Payment and will be relying on the Issuer and the Information and Tabulation Agent, as applicable.

None of the Solicitation Agents, the Information and Tabulation Agent or the Trustee, or any of their respective directors, officers, employees, agents or affiliates, makes any recommendation as to whether Holders, Direct Participants or Beneficial Owners should deliver their Consents.

Consent Payment; Consent Payment Date

If the Consent Payment is to be paid, the conditions for the payment of the Consent Payment must be met, unless waived by the Issuer. If the conditions for payment are met, a Consent Payment will be paid to each Holder as to which the Issuer has validly received a Consent prior to the Expiration Time. Upon the terms and conditions set forth in this Consent Solicitation Statement, the Issuer, one of its affiliates, or an agent on behalf of any of them, will make the Consent Payment on the Consent Payment Date directly to the cash accounts of the Clearing Systems for credit to the Direct Participants whose Consents have been received by the Information and Tabulation Agent prior to the Expiration Time and have not been validly revoked prior to the Effective Time. The right to receive a Consent Payment is not transferable with any Temporary Notes. The Issuer will only make a Consent Payment to Holders who have properly delivered Consents that are in effect at the Expiration Time pursuant to the terms hereof. No other Holder will be entitled to receive any portion of the Consent Payment. Under no circumstances will interest accrue on or be payable with respect to any Consent Payment.

Each Holder that delivers a Consent in accordance with the terms and conditions set forth herein will be entitled to receive the Consent Payment. The Consent Payment will be payable by or on behalf of the Issuer on the fifth business day following the Expiration Time, or such earlier date after the Expiration Time as determined by the Issuer in its sole discretion (the “Consent Payment Date”).

If the Required Consents have not been received prior to the Expiration Time, the Issuer may, in its sole discretion, extend the Expiration Time for a specified period of time or on a daily basis until the Required Consents have been obtained. Consents will expire if the Required Consents have not been obtained on or before the Expiration Time.

If the Waiver and Proposed Amendment become operative, Holders who did not consent to the Waiver and Proposed Amendment on or prior to the Expiration Time and Holders whose Consents were validly revoked on or prior to the Effective Time, including any transferees of the Temporary Notes from such Holders, will still be bound by the Waiver and Proposed Amendment and will not receive a Consent Payment. Failure to deliver a Consent will have the same effect as if a Holder had voted “No” to the Waiver and Proposed Amendment.

None of the Issuer, the Solicitation Agents, the Information and Tabulation Agent or the Trustee is responsible if any Holder fails to meet these deadlines and cannot validly deliver its Consent.

Failure to Obtain Required Consents

In the event that the Required Consents are not obtained prior to the Expiration Time, any other condition set forth in this Consent Solicitation Statement is not satisfied or waived, or the Solicitation is terminated, the Waiver and Proposed Amendment will not become operative, and no Consent Payment will be made to Holders of any of the Temporary Notes.

Expiration Time; Extensions; Amendment

The term “Expiration Time” means 4:00 p.m., London time, on July 23, 2021, unless the Issuer, in its sole discretion, extends the Expiration Time, in which case the Expiration Time shall be the latest date and time for which an extension is effective. The Issuer may extend the Expiration Time on a daily basis or for a specified period of time. In order to extend the Expiration Time, the Issuer will notify the Information and Tabulation Agent of any extension by written notice and will notify the Holders, in each case, prior to 11:00 a.m., London time, on the next business day after the previously scheduled Expiration Time. The Issuer may elect to utilize any means reasonably calculated to inform the Holders of such extension. Failure of any Holder of the Temporary Notes to be so notified will not affect any extension of the Solicitation. Upon the Expiration Time (as extended), the Temporary Notes which were blocked from trading due to the delivery of a Consent are expected to be unblocked by the relevant Clearing System.

The Issuer expressly reserves the right, in its sole discretion, at any time to (i) terminate the Solicitation, (ii) waive any of the conditions to the Solicitation, (iii) extend the Expiration Time or (iv) amend the terms of the Solicitation in a manner favorable to Holders. In addition, Holders should note that the Effective Time may occur prior to the Expiration Time, once the Required Consents are obtained.

If the Issuer elects to waive any of the conditions to the Solicitation, extend the Expiration Time or amend the terms of the Solicitation in a manner favorable to the Holders, all Consents received will remain valid (and subject to revocation prior to the Effective Time as provided in this Consent Solicitation Statement) until the Expiration Time (including any extension thereof). If the Issuer waives any of the conditions to the effectiveness of the Waiver and Proposed Amendment or amends the terms of the Solicitation in a manner prejudicial to the Holders, all Consents received will be cancelled and the Holders who wish to provide a Consent will be required to submit a new Consent.

Without limiting the manner in which the Issuer may choose to notify Holders and the Trustee of any extension, amendment or termination of the Solicitation, the Issuer will have no obligation to publish, advertise, or otherwise communicate such public announcement, other than by complying with any applicable notice provisions of the Temporary Indenture.

None of the Issuer, the Solicitation Agents, the Information and Tabulation Agent or the Trustee is responsible if any Holder fails to meet the deadlines and cannot participate in the Solicitation.

Procedures for delivering Consents

The Issuer will accept Consents given in accordance with the customary procedures of Euroclear and Clearstream.

UNDER NO CIRCUMSTANCES SHOULD ANY PERSON TENDER OR DELIVER TEMPORARY NOTES TO THE ISSUER, THE SOLICITATION AGENTS, THE INFORMATION AND TABULATION AGENT OR THE TRUSTEE AT ANY TIME.

The Issuer will resolve all questions as to the validity, form, eligibility (including time of receipt) and acceptance and revocation of Consents, and those determinations will be binding. The Issuer reserves the right with respect to any of its Temporary Notes to reject any or all Consents and revocations not validly given or any Consents the acceptance of which could, in the opinion of the Issuer’s counsel, be unlawful. The Issuer also reserves the right to waive any defects or irregularities in connection with deliveries or to require a cure of such irregularities within such time as the Issuer determines. None of the Issuer, the Solicitation Agents, the Information and Tabulation Agent, the Trustee, or any other person will have any duty to give notification of any such waiver, defects or irregularities, nor will any of them incur any liability for failure to give such notification. Deliveries of Consents or notices of revocation will be deemed not to have been made until such irregularities have been cured or waived. The delivery of a Consent pursuant to the procedures set forth herein will constitute a binding agreement between Holders and the Issuer in accordance with the terms and subject to the conditions set forth in this Consent Solicitation Statement.

Representations, Warranties and Undertakings

By delivering a Consent in accordance with a Clearing System’s procedures, each Holder is deemed, at the time of delivery, the Expiration Time, the Effective Time and the Consent Payment Date, to represent, warrant and undertake to the Issuer, the Solicitation Agents, the Information and Tabulation Agent and the Trustee that:

- the Holder received, reviewed, understands and accepts the terms, conditions and other considerations set forth in this Consent Solicitation Statement and understands that the Holder is consenting to the Waiver and Proposed Amendment upon the terms and subject to the conditions set forth in this Consent Solicitation Statement;
- the Holder acknowledges that the Holder consents to the Solicitation as described in this Consent Solicitation Statement and authorizes, directs and requests the execution and delivery of the Supplemental Indenture;
- the Holder acknowledges that the delivery of a Consent in accordance with Euroclear's and Clearstream's procedures constitutes the Holder's written consent to the Solicitation;
- the Holder acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the Holder and the Consents given by the Holder in respect of the Temporary Indenture will be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the Holder and will not be affected by, and shall survive, the death or incapacity of the Holder;
- the Holder is assuming all risks inherent in participating in the Solicitation and has undertaken appropriate analysis of the implications of the Solicitation without reliance on the Solicitation Agents, the Information and Tabulation Agent, the Trustee and their respective directors, officers, employees, agents or affiliates;
- the Holder acknowledges that the Temporary Notes have been blocked in the securities account to which such Temporary Notes are credited in the relevant Clearing System with effect from the time the Direct Participant electronically delivers a Consent and ending on the earlier of (i) the Effective Time, (ii) the termination or withdrawal of the Solicitation by the Issuer and (iii) the date on which the Direct Participant validly revokes its Consent prior to the Effective Time for the Temporary Notes;
- no information has been provided to the Holder by the Solicitation Agents, the Information and Tabulation Agent or the Trustee with regard to the tax consequences to Holders arising from the receipt of any Consent Payment or the participation in the Solicitation, and the Holder acknowledges that the Holder is solely liable for any taxes and similar or related payments imposed on the Holder under the laws of any relevant jurisdiction as a result of the Holder's participation in the Solicitation and agrees that the Holder will not and does not have any right of recourse (whether by way of reimbursements, indemnity or otherwise) against the Solicitation Agents, the Information and Tabulation Agent, the Trustee or any other person in respect of such taxes and payments;
- the Holder does hereby release and forever discharge and hold harmless the Solicitation Agents, the Information and Tabulation Agent, the Trustee and their respective employees, officers, directors, affiliates, and agents, predecessors and successors, of and from any and all manner of actions, causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or in equity arising from and relating to the receipt of the Required Consent to give effect to the Waiver and the execution of the Supplemental Indenture to give effect to the Proposed Amendment and any transactions contemplated in connection with the Consent and the Consent Solicitation Statement;
- the Holder authorizes, directs, instructs and requests that the Trustee enter into the Supplemental Indenture to give effect to the Proposed Amendment;
- the Holder empowers, authorizes, and requests the Trustee to do all such other things as may be necessary or expedient to carry out and give effect to the Proposed Amendment;
- the Holder declares and acknowledges that the Trustee will not be held responsible for, and will hold the Trustee harmless from, any liabilities, losses, damages, costs, charges, expenses and/or consequences suffered or incurred by such holder as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee and against all losses, liabilities, damages, costs, charges and expenses (including legal fees) which the Trustee may suffer or incur, arising as a result of acts taken by it or pursuant to the terms of the Consent or this Consent Solicitation Statement or signing the Supplemental Indenture and giving

effect to the Proposed Amendment, and the Holders further declare that the Trustee has no responsibility for the terms of the Consent or this Consent Solicitation Statement or the payment of any Consent Payment;

- the Holder declares and acknowledges that he/she is not (a) a person that is, or is owned or controlled by a person that is, described or designated as a “specially designated national” or “blocked person” in the most current U.S. Treasury Department list of “Specially Designated National and Blocked Persons” or an entity included in the Sectoral Sanctions Identifications List or in the European Union and UK Consolidated Lists of financial sanctions; (b) a person that is organized, resident or located in a country or territory subject to comprehensive or country-wide economic sanctions; (c) currently subject to, or in violation of, any sanctions under (x) the laws and regulations that have been officially published and are administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State), or any enabling legislation or executive order relating thereto; or (y) any equivalent sanctions or measures officially published and imposed by the European Union, any member state of the European Union or the European Economic Area, the United Kingdom’s Her Majesty’s Treasury, the United Nations or any other relevant sanctions authority, including sanctions imposed against certain states, organizations and individuals under the European Union’s Common Foreign & Security Policy; or (d) a person acting for or on behalf of any of the foregoing parties (each, a “Sanctions Restricted Person”). The representation set out above, when given at the Expiration Time, at the Effective Time and on the Consent Payment Date, is only sought and given to the extent that to do so would not result in a violation of the EU Blocking Regulation and/or any associated and applicable national law, instrument or regulation similar to the EU Blocking Regulation which may be implemented by the United Kingdom;
- the Holder declares and acknowledges that the Solicitation Agents, the Information and Tabulation Agent, the Trustee and any of their respective directors, officers, employees, agents or affiliates make no recommendation as to whether a Holder of the Temporary Notes should consent to the Waiver and Proposed Amendment nor independently verified nor makes any representation or warranty, express or implied, nor assumes any responsibility as to the accuracy or adequacy of the information contained herein;
- the Holder hereby acknowledges that this Consent Solicitation Statement and the transactions contemplated hereby will not be deemed to be investment advice or a recommendation as to a course of conduct by the Solicitation Agents, the Information and Tabulation Agent, the Trustee or any of their respective directors, officers, employees or agents; the Holder further represents that, in delivering a Consent in accordance with Euroclear’s and Clearstream’s procedures, it has made an independent investment decision in consultation with its own agents and professionals; and
- the Holder acknowledges that each of the Solicitation Agents may (but are not obliged to) deliver Consents for its own account as well as on behalf of other Holders.

Electronic Consent Instructions

To deliver Consents by Electronic Consent Instruction (as defined herein), a Holder should either (i) contact Euroclear or Clearstream for participation procedures and deadlines regarding the submission of a tested telex, authenticated SWIFT message, a Euclid server or Creation instruction (each an “Electronic Consent Instruction”) to authorize the delivery of Consents for such Holder; or (ii) request such Holder’s broker, dealer, bank, trust company or other nominee to effect the submission of an Electronic Consent Instruction to authorize the delivery of Consents for such Holder. Holders whose Temporary Notes are held on their behalf by a broker, dealer, bank, trust company or other nominee must contact such entity if they desire to consent to the Solicitation.

Notwithstanding the Consents delivered by each Holder by means of an Electronic Consent Instruction, each Holder thereby agrees that such Electronic Consent Instruction constitutes a written consent to the Solicitation.

For the avoidance of doubt, only Direct Participants can submit an Electronic Consent Instruction. The receipt of such Electronic Consent Instruction by Euroclear or Clearstream may be acknowledged in accordance with the standard practices of Euroclear or Clearstream. For the avoidance of doubt, any such acknowledgement does not constitute an acceptance of the Consent by or on behalf of the Issuer.

Procedures for Delivering Consents

A Holder may consent by submitting, or requesting the Direct Participant to submit on its behalf, a valid Electronic Consent Instruction to Euroclear or Clearstream in accordance with the requirements established by the relevant Clearing House. The Holder or its Direct Participant must clearly state in the Electronic Consent Instruction:

- the aggregate principal amount of Temporary Notes with respect to which the Holder wishes to deliver a Consent; and
- the name of the Direct Participant, the securities account number for Euroclear or Clearstream in which the Temporary Notes are held.

All of this information in the Electronic Consent Instruction will be disclosed to the Issuer, the Trustee and the Information and Tabulation Agent.

The Consent by a Holder of Temporary Notes will, on acceptance of the Consent by the Issuer and verification to the Holders thereof, constitute a binding agreement between such Holder and the Issuer in accordance with the terms, and subject to the conditions, set forth in this Consent Solicitation Statement and in the Electronic Consent Instruction, as the case may be. Such Consent will be binding on the consenting Holder upon receipt by Euroclear or Clearstream of a valid Electronic Consent Instruction in respect of all matters. A Consent by a Holder may be revoked prior to the Effective Time.

The Electronic Consent Instructions by which Holders are to effect their Consent will include an authorization of Euroclear or Clearstream, as the case may be, to block the Temporary Notes for which Consents are delivered in the account of the Direct Participant so that no transfers may be effected in relation to such Temporary Notes at any time from and including the date on which the Holder submits its Electronic Consent Instruction until the Effective Time or the prior termination or withdrawal of the Solicitation by the Issuer or, in the case of the Temporary Notes in respect of which the Consent has been validly revoked prior to the Effective Time, the date on which such Consent is validly revoked.

The deadlines imposed by each of Euroclear and Clearstream for the submission of Electronic Consent Instructions may be earlier than the relevant deadlines specified in this Consent Solicitation Statement.

No Letter of Transmittal or Consent Form

No consent form or letter of transmittal needs to be executed in relation to the Solicitation or the Consents delivered through Euroclear or Clearstream. The submission of an Electronic Consent Instruction in the name provided in this Consent Solicitation Statement shall constitute written consent to the Solicitation.

No Guaranteed Delivery; Electronic Consent Instructions

There are no guaranteed delivery procedures provided by the Issuer in connection with the Solicitation. Beneficial owners of Temporary Notes that are held in the name of a custodian must contact such entity sufficiently in advance of the Expiration Time if they wish to deliver Consents.

Direct Participants in Euroclear or Clearstream delivering Consents must give authority to disclose their identity to the Issuer, the Trustee and the Information and Tabulation Agent.

The Issuer shall have the right to determine whether any purported Consent satisfies the requirements of this Consent Solicitation Statement and the Temporary Indenture, and any such determination shall be final and binding on the Holder who delivered such Consent or purported Consent.

All Consents will be made on the basis of the terms set out in this Consent Solicitation Statement and, once made in the manner described above, will (subject to the conditions mentioned above) be irrevocable and binding on the relevant Holder. Consents may only be made by submission of a valid Electronic Consent Instruction to Euroclear or Clearstream no later than the Expiration Time.

The receipt of an Electronic Consent Instruction by Euroclear or Clearstream will be acknowledged in accordance with the standard practices of Euroclear or Clearstream. All questions as to validity, form and eligibility (including time of receipt) of any Electronic Consent Instruction will be determined solely by the Issuer.

Such determination as to whether or when an Electronic Consent Instruction is received, whether it is duly completed and signed or whether a Consent is validly revoked shall be final and binding.

Holders must submit or deliver Electronic Consent Instructions through Euroclear or Clearstream in accordance with the procedures of, and within the time limits specified by, Euroclear or Clearstream for receipt by the Information and Tabulation Agent, prior to the Expiration Time.

By submitting or delivering an Electronic Consent Instruction through Euroclear or Clearstream to the Information and Tabulation Agent, Holders are deemed to authorize Euroclear or Clearstream to disclose their identity, holdings and Euroclear or Clearstream account details to the Issuer, the Trustee, and the Information and Tabulation Agent.

Holders who are not direct accountholders in Euroclear or Clearstream should arrange for the accountholder through which they hold their Temporary Notes to submit or deliver an Electronic Consent Instruction on their behalf to and through Euroclear or Clearstream, in accordance with the procedures of, and within the time limits specified by, Euroclear or Clearstream for receipt by the Information and Tabulation Agent, prior to the Expiration Time.

The Issuer has the right to extend or terminate the Solicitation in its sole discretion at any time and for any reason, including for failure to satisfy any condition to the Solicitation. The Expiration Time may not occur on the schedule described in this Consent Solicitation Statement. Accordingly, Holders who deliver an Electronic Consent Instruction, to the extent not validly revoked prior to the Effective Time, may have to wait longer than expected for the Expiration Time, during which time such Holders will not be able to effect transfers or sales of their Temporary Notes to third parties until the Temporary Notes are unblocked on the next business day following the Expiration Time.

Revocation of Consents

A Holder may validly revoke its Consent at any time prior to but not after the Effective Time. All Consents validly received by the Information and Tabulation Agent at or prior to the Expiration Time will be counted, unless, at any time prior to the Effective Time, a notice of revocation is delivered in accordance with the procedures of Euroclear or Clearstream, as described below. Any notice of a revocation request received after the Effective Time will not be effective, even if received prior to the Expiration Time. From the Effective Time, a Consent by a Holder of the Temporary Notes will bind the Holder and every subsequent holder of such Temporary Notes or portion of such Temporary Notes, even if notation of the Consent is not made on such Temporary Notes.

Any Holder of Temporary Notes that has delivered Consents through Euroclear or Clearstream may validly revoke such Consents prior to the Effective Time by submission of an electronic withdrawal instruction through Euroclear or Clearstream. If the Holder has requested that a custodian submit an Electronic Consent Instruction on its behalf and wishes to withdraw its Electronic Consent Instruction, the Holder should contact such custodian prior to the Effective Time. The Holder should be aware, however, that the custodian may impose earlier deadlines for withdrawing or revising an Electronic Consent Instruction in accordance with its procedures.

To be effective, a notice of revocation must be in a format customarily used by Euroclear or Clearstream.

A revocation of the Consent will be effective only as to the Temporary Notes listed on the revocation and only if such revocation complies with the provisions of this Consent Solicitation Statement. Only a Holder is entitled to revoke a Consent previously given. A beneficial owner of the Temporary Notes must arrange with its broker, dealer, commercial bank, trust company or other nominee company to execute and deliver on its behalf a revocation of any Consent already given with respect to such Temporary Notes.

A purported notice of revocation that is not received by the Information and Tabulation Agent or through Euroclear or Clearstream procedures in a timely fashion and accepted by the Issuer as a valid revocation will not be effective to revoke a Consent previously given.

A revocation of a Consent may only be rescinded by the execution and delivery of a new Consent in accordance with the procedures set forth in this Consent Solicitation Statement. A Holder who has delivered a revocation may after such revocation deliver a new Electronic Consent Instruction at any time prior to the Expiration Time.

The Issuer reserves the right to contest the validity of any revocations.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain U.S. federal income tax consequences of the adoption of the Waiver and Proposed Amendment and the receipt of the Consent Payment by a U.S. Holder (as defined below). This summary deals only with U.S. Holders of Temporary Notes that hold their Temporary Notes as capital assets. The discussion does not cover all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the adoption of the Waiver and Proposed Amendment and the receipt of the Consent Payment by particular investors (including consequences under the alternative minimum tax or net investment income tax), and does not address state, local, non-U.S. or other tax laws (such as estate or gift tax laws). This summary also does not discuss all of the tax considerations that may be relevant to certain types of investors subject to special treatment under the U.S. federal income tax laws (such as financial institutions, insurance companies, individual retirement accounts and other tax-deferred accounts, regulated investment companies, tax-exempt organisations, dealers in securities or currencies, traders in securities that have elected the mark-to-market method of accounting for their securities, investors that hold their Temporary Notes as part of straddles, hedging transactions or conversion transactions for U.S. federal income tax purposes, persons that have ceased to be U.S. citizens or lawful permanent residents of the United States, investors holding their Temporary Notes in connection with a trade or business conducted outside of the United States, U.S. citizens or lawful permanent residents living abroad, U.S. holders that are required to take certain amounts into income no later than the time such amounts are reflected on an applicable financial statement or investors whose functional currency is not the U.S. dollar).

As used herein, the term “U.S. Holder” means a beneficial owner of Temporary Notes that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation created or organised under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income tax without regard to its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or the trust has validly elected to be treated as a domestic trust for U.S. federal income tax purposes.

The U.S. federal income tax treatment of a partner in an entity or arrangement treated as a partnership for U.S. federal income tax purposes that holds Temporary Notes will depend on the status of the partner and the activities of the partnership. Prospective purchasers that are entities or arrangements treated as partnerships for U.S. federal income tax purposes should consult their tax advisers concerning the U.S. federal income tax consequences to them and their partners of the adoption of the Waiver and Proposed Amendment and the receipt of the Consent Payment by the partnership.

This summary is based on the tax laws of the United States, including the Internal Revenue Code of 1986, as amended (the “Code”), its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, all as of the date hereof and all subject to change at any time, possibly with retroactive effect. There can be no assurance that the Internal Revenue Service (“IRS”) will not challenge one or more of the tax consequences described herein, and the Issuer has not obtained, and does not intend to obtain, a ruling from the IRS with respect to the U.S. federal income tax consequences of the Solicitation, including the adoption of the Waiver and Proposed Amendment.

THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL HOLDERS OF TEMPORARY NOTES SHOULD CONSULT THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE SOLICITATION AND THE POTENTIAL IMPLEMENTATION OF THE WAIVER AND PROPOSED AMENDMENT, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL, NON-U.S. AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

The Waiver and Proposed Amendment

The U.S. federal income tax consequences to U.S. Holders of the adoption of the Waiver and Proposed Amendment and the receipt of the Consent Payment will depend upon whether the transactions are treated (either individually or in the aggregate) as a “significant modification” that results in a deemed exchange of the existing Temporary Notes for “new” Temporary Notes. In general, for U.S. federal income tax purposes, a significant modification occurs if, based on all the facts and circumstances and taking into account all modifications of the debt instrument collectively (other than certain specified changes), the legal rights or obligations that are altered and the degree to which they are altered are economically significant. The Treasury regulations provide that a modification of a debt instrument that adds, deletes or alters customary accounting or financial covenants is not a

significant modification. The Treasury regulations do not, however, define “customary accounting or financial covenants.” Additionally, a change in yield of a debt instrument is a significant modification if the yield of the modified instrument varies from the yield on the unmodified instrument (determined as of the date of the modification) by more than the greater of (i) 25 basis points or (ii) five percent of the annual yield on the unmodified instrument. For purposes of determining the yield on the modified instrument, any payments made as consideration for the modification (such as the Consent Payment) must be taken into account. Although there is no authority directly on point and the matter is thus unclear, the Issuer intends to take the position that the Waiver and the adoption of the Proposed Amendment does not constitute a significant modification to the terms of the Temporary Notes. Furthermore, the Issuer intends to take the position that the payment of the Consent Payment should not change the annual yield on the Temporary Notes by an amount that is sufficient to cause a significant modification of the Temporary Notes. Accordingly, except as described below, the Issuer intends to take the position that U.S. Holders should not recognize any gain or loss for U.S. federal income tax purposes with respect to the Temporary Notes as a result of the Waiver and the adoption of the Proposed Amendment (regardless of whether the U.S. Holder consents to the Waiver and adoption of the Proposed Amendment), and the receipt of the Consent Payment and should continue to have the same tax basis (subject to the discussion below regarding the U.S. federal income tax treatment of the Consent Payment) and holding period in the Temporary Notes. U.S. Holders should consult their tax advisors concerning the U.S. federal income tax consequences to the Waiver and adoption of the Proposed Amendments, and the receipt of the Consent Payment.

The foregoing characterization of the adoption of the Waiver and Proposed Amendment and payment of the Consent Payment is not binding upon the IRS, and the IRS might assert that such transactions result in a significant modification of the Temporary Notes. In such case, U.S. Holders would be treated as if they had exchanged their existing Temporary Notes for “new” Temporary Notes that reflect the adoption of the Waiver and Proposed Amendment. Such treatment could result in a U.S. Holder recognizing gain or loss on the deemed exchange, unless the deemed exchange qualifies as a recapitalization for U.S. federal income tax purposes. In addition, any deemed “new” Temporary Notes may be treated as issued with original issue discount or premium. U.S. Holders should consult their tax advisors concerning the U.S. federal income tax consequences of any such deemed exchange.

The Consent Payment

The U.S. federal income tax treatment of the Consent Payment is unclear because there are no authorities that directly address the treatment of such a payment. If the adoption of the Waiver and the Proposed Amendment and the payment of the Consent Payment is not a significant modification, as described above, the Consent Payment paid to a U.S. Holder should be treated as a fee for consenting to the Waiver and the Proposed Amendment, which would be taxable as ordinary income at the time it accrues or is received in accordance with such U.S. Holder’s method of accounting for U.S. federal income tax purposes. Alternatively, the Consent Payment may be considered a payment under the Temporary Notes, which generally would first be treated as a payment of any accrued and unpaid interest on the Temporary Notes and would then be treated as a payment of principal on such Temporary Notes. Any portion of the Consent Payment that is treated as a payment of principal generally would reduce such U.S. Holder’s tax basis in such U.S. Holder’s Temporary Notes. The source of such fee for U.S. foreign tax credit limitation purposes is not clear. U.S. Holders should consult their tax advisors regarding the proper U.S. federal income tax treatment associated with receiving a Consent Payment to their particular situation.

A U.S. Holder that uses the cash method of accounting and receives the Consent Payment in euros would measure the amount of the payment received by translating the amount of euros into U.S. dollars at the spot rate on the date of receipt. A U.S. Holder that uses the accrual method of accounting and receives the Consent Payment in euros would measure the amount of the payment received by translating the amount of euros into U.S. dollars at the spot rate on the date of accrual (i.e., the date on which the legal obligation of the Issuer to pay the Consent Payment becomes fixed). A U.S. Holder generally will recognize exchange gain or loss, as the case may be, on the receipt of euros to the extent that the exchange rate on the date payment is received differs from the rate applicable to the accrual of that income. This foreign currency gain or loss will generally be treated as ordinary income or loss, and sourced to the U.S. for foreign tax credit limitation purposes. Euros received as a Consent Payment will have a tax basis equal to their U.S. dollar value at the time such payment is received.

Information Reporting and Backup Withholding

Payments of the Consent Payment by a U.S. paying agent or other U.S.-connected intermediary will be reported to the IRS and to the U.S. Holder as may be required under applicable regulations. Backup withholding may apply to these payments if the U.S. Holder fails to provide an accurate taxpayer identification number or

certification of exempt status or fails to comply with applicable certification requirements. Certain U.S. Holders are not subject to backup withholding.

Backup withholding is not an additional tax. The amount of any backup withholding imposed on a payment generally will be allowed as a credit against any U.S. federal income tax liability of a U.S. Holder and may entitle the U.S. Holder to a refund, provided the required information is timely furnished to the IRS.

U.S. Holders should consult their tax advisers as to their qualification for exemption from backup withholding and the procedure for obtaining an exemption.

SOLICITATION AGENTS AND INFORMATION AND TABULATION AGENT

The Issuer has retained Deutsche Bank Aktiengesellschaft and Nordea Bank Abp as Solicitation Agents in connection with the Solicitation. The Issuer has entered into a solicitation agency agreement with the Solicitation Agents that contains provisions regarding indemnification arrangements. At any given time, the Solicitation Agents may trade the Temporary Notes for its own accounts, or for the accounts of its customers, and accordingly, may hold a long or short position in the Temporary Notes.

The Solicitation Agents and certain of their respective affiliates are full service financial institutions engaged in various activities, including securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The Solicitation Agents and certain of their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Issuer and its affiliates, for which they received or will receive customary fees and expenses.

The Solicitation Agents do not assume any responsibility for the accuracy or completeness of the information contained in this Consent Solicitation Statement or for any failure to disclose events that may have occurred and may affect the significance or accuracy of such information.

Each of the Solicitation Agents may (but are not obliged to) deliver Consents for its own account as well as on behalf of other Holders.

The Issuer has retained Lucid Issuer Services Limited as Information and Tabulation Agent.

The Issuer has not authorized the Solicitation Agents or the Information and Tabulation Agent to give any information or make any representations in connection with the Solicitation other than those contained in this Consent Solicitation Statement and, if given or made, such information or representations must not be relied upon as having been authorized.

EXPENSES OF THE SOLICITATION

The Issuer has agreed to pay, and/or the Purchaser has agreed to indemnify the Issuer for and/or pay, the fees and expenses of the Solicitation Agents, the Information and Tabulation Agent and the Trustee, and their respective agents and counsel, for services in connection with the Solicitation.

Assemblin Financing AB (publ)

Assemblin

ASSEMBLIN

Solicitation of Consents to the Waiver and Proposed Amendment

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