

CONSENT SOLICITATION MEMORANDUM / INVITATION TO VOTE WITHOUT MEETING

DATED APRIL 28, 2025

THIS DOCUMENT IS IMPORTANT AND REQUIRES IMMEDIATE ATTENTION.

Consent Solicitation / Invitation to vote without a meeting
(*Aufforderung zur Stimmabgabe in Abstimmung ohne Versammlung*)

By



WINTERSHALL DEA FINANCE 2 B.V.

(incorporated as a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its registered seat at Lange Kleiweg 56h, 2288GK, Rijswijk, The Netherlands)

(as "**Issuer**")

in connection with the proposal relating to its

EUR 850,000,000 undated subordinated resettable 3.000 per cent. Notes (ISIN XS2286041947) (the "**Notes**")

guaranteed by

HARBOUR ENERGY PLC

(incorporated as a public limited liability company under Scottish law)

(as "**Guarantor**")

to vote without a meeting (*Abstimmung ohne Versammlung*; the "**Voting**", and the votes cast in such Voting, the "**Votes**") in relation to the Notes, and solicit their consent in respect of, the proposed amendments (the "**Amendment**") to the terms and conditions of the Notes (the "**Terms and Conditions**") as further described in this Consent Solicitation Memorandum. For the objective of this Consent Solicitation, see "*Rationale for the Consent Solicitation*".

from 0.00 CEST on May 19, 2025

until 24.00 CEST on May 21, 2025

(the "**Voting Period**")

subject to the terms and subject to the conditions set forth in this Consent Solicitation Memorandum, (the invitation together with the consent solicitation, the "**Consent Solicitation**").

Notes	ISIN	First Reset Date	Maturity	Resolution Fee
EUR 850,000,000 undated subordinated resettable 3.000 per cent. Notes of Wintershall Dea Finance 2 B.V.	XS2286041947	January 20, 2029	Perpetual	EUR 150 per EUR 100,000 principal amount of the Notes (i.e. 0.15% of the principal amount of the Notes)

The Voting will be conducted by notary public Dr. Christiane Mühe, as appointed by the Issuer for that purpose (the "**Scrutineer**").

Holders who wish to participate in the Voting are required to register prior to May 14, 2025, 24.00 CEST (the "Registration and Instruction Deadline"). For details on the registration process, the procedures for the Voting and the prerequisites which must be met by Holders for participating in the Voting and exercising voting rights, see "*Procedures For Participating In The Voting*" below.

HOLDERS SHOULD BE AWARE THAT CERTAIN ADDITIONAL FORMALITIES NEED TO BE FULFILLED PRIOR TO THE VOTING PERIOD IN ORDER TO VALIDLY PASS VOTES (IN ADDITION TO A TIMELY REGISTRATION). HOLDERS SHOULD THEREFORE CAREFULLY READ THIS CONSENT SOLICITATION MEMORANDUM AND THE VOTING PROCEDURES DESCRIBED HEREIN.

HOLDERS SHOULD INFORM THEMSELVES AND BE AWARE THAT THE DEADLINES SET BY ANY BROKER, CUSTODIAN, INTERMEDIARY, NOMINEE OR PERSON ACTING IN A SIMILAR CAPACITY FOR THE HOLDER OR ANY CLEARING SYSTEM MAY BE EARLIER THAN THE ABOVE REGISTRATION AND INSTRUCTION DEADLINE. Holders are therefore advised to check with any nominee, custodian, intermediary or person acting in a similar capacity for the Holder whether such nominee, custodian, intermediary or

person acting in a similar capacity for the Holder would require receipt of instructions to participate in the Voting before the deadlines and within the periods specified in this Consent Solicitation Memorandum.

If the Amendment of the Notes becomes effective, each present and future Holder (as defined herein) will be bound by such Amendment, whether or not such Holder consented to the Amendment or participated in the Voting in relation to the Notes. See "*The Consent Solicitation - Effectiveness of the Amendment*" for further information.

This Consent Solicitation Memorandum is provided in the English language. A German language summary of the procedures described herein is set out in the section "*Informationen in Deutscher Sprache*" on page 12 of this Consent Solicitation Memorandum.

Requests for assistance in completing and delivering Votes or any documents related to the Consent Solicitation and requests for additional copies of this Consent Solicitation Memorandum and other relevant documents may be directed to the Tabulation Agent at its contact details set forth on the back page of this Consent Solicitation Memorandum. Holders may also contact their broker, dealer, commercial bank, custodian, trust company or other nominee for assistance concerning the Consent Solicitation:

BofA Securities

Solicitation Agents for the Consent Solicitation

Citigroup

HSBC

Tabulation Agent for the Consent Solicitation

Kroll Issuer Services Limited

Scrutineer for the Consent Solicitation

Dr. Christiane Mühe, notary public

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GENERAL

The Issuer has prepared this Consent Solicitation Memorandum and accepts responsibility for the information contained in this Consent Solicitation Memorandum. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this Consent Solicitation Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Issuer and the Guarantor have appointed BofA Securities Europe SA, Citigroup Global Markets Europe AG and HSBC Continental Europe as Solicitation Agents under a solicitation agency agreement dated April 28, 2025 which contains certain provisions regarding the payment for fees, expense reimbursement and indemnity arrangements and the Guarantor, on behalf of the Issuer, has also appointed Kroll Issuer Services Limited as Tabulation Agent.

None of the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent or the Scrutineer (or their respective directors, officers, employees, affiliates or agents) makes any representation or recommendation whatsoever regarding this Consent Solicitation Memorandum or the Consent Solicitation, and none of the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent or the Scrutineer (or their respective directors, officers, employees, affiliates or agents) makes any recommendation as to whether Holders should vote on the proposed Amendment relating to the Terms and Conditions of the Notes. Holders are urged to evaluate carefully all information included in this Consent Solicitation Memorandum, consult with their own legal, investment and tax advisors and make their own decision whether to provide their consent to the Amendment. The Tabulation Agent is the agent of the Issuer and the Guarantor and owes no duty to any Holder.

None of the Solicitation Agents, the Tabulation Agent, or the Scrutineer (or their respective directors, officers, employees, affiliates or agents) assumes any responsibility for the accuracy or completeness of any of the information concerning the Consent Solicitation, the Amendment, the Issuer, the Guarantor, the Notes or the factual statements contained in, or the effect or effectiveness of, this Consent Solicitation Memorandum or any other documents referred to in this Consent Solicitation Memorandum or assumes any responsibility for any failure by the Issuer to disclose events that may have occurred and may affect the significance or accuracy of such information or the terms of any amendment to any Consent Solicitation.

Each Holder is solely responsible for making its own independent appraisal of all matters as such Holder deems appropriate (including those relating to the Consent Solicitation, this Consent Solicitation Memorandum, the Issuer and the Guarantor), and each Holder must make its own decision as to whether to vote on the proposed Amendment relating to the Terms and Conditions of the Notes.

Accordingly, each person receiving this Consent Solicitation Memorandum acknowledges that such person has not relied upon the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent or the Scrutineer (or their respective directors, officers, employees, affiliates or agents) in connection with its decision as to whether to participate in the Vote. Each such person must make their own analysis and investigations regarding the Consent Solicitation, with particular reference to its own investment objectives and experience, and any other factors which may be relevant to it. If such person is in any doubt about any aspect of the Consent Solicitation and/or the action it should take, including in respect of any tax consequences, it should consult its professional advisers.

If the Amendment in relation to the Notes becomes effective (see "*The Consent Solicitation - Effectiveness of the Amendment*" below), it will be binding on all Holders of the Notes and their successors and transferees, whether or not such Holders consented to such Amendment for the Notes or participated in the Voting. See "*Risk Factors Related to the Consent Solicitation - If the Amendment becomes effective, all Notes will be subject to the terms of, and each Holder of the Notes will be bound by, such Amendment*" below. The Issuer intends to make a public announcement as soon as reasonably practicable after the Amendment has become effective. If any of the Conditions for Implementation (as defined herein) or Conditions for Effectiveness (as defined herein) are not satisfied in respect of the Amendment to the Notes, then the Amendment to the Notes will not become effective.

Neither the delivery of this Consent Solicitation Memorandum nor the proposed Amendment relating to the Terms and Conditions of the Notes shall, under any circumstances, constitute a representation or create any implication that the information contained in this Consent Solicitation Memorandum is correct as of

any time subsequent to the date of this Consent Solicitation Memorandum or that there has been no change in the affairs of the Issuer or the Guarantor since the date of this Consent Solicitation Memorandum.

No person has been authorised to give any information or to make any representation about the Issuer, the Guarantor or the Consent Solicitation other than those contained in this Consent Solicitation Memorandum and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent, the Scrutineer or any of their respective agents.

Requests for assistance in completing and delivering Votes, Consent Instructions (as defined herein) or documents or requests for additional copies of this Consent Solicitation Memorandum and other related documents may be directed to the Tabulation Agent at its contact details set forth on the back page of this Consent Solicitation Memorandum.

For a discussion of factors you should consider before you decide whether to consent to the Amendment, see "*Risk Factors Related to the Consent Solicitation*."

This Consent Solicitation Memorandum does not constitute an offer to sell or a solicitation of an offer to purchase any securities of the Issuer. The Notes and the guarantee by the Guarantor have not been and will not be registered under the Securities Act or the securities laws of any state of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Notes and the guarantee by the Guarantor have not been approved or disapproved by the U.S. Securities and Exchange Commission or any state securities commission, nor has the U.S. Securities and Exchange Commission or any state securities commission passed upon the accuracy or adequacy of this Consent Solicitation Memorandum. Any representation to the contrary is a criminal offense. This Consent Solicitation Memorandum does not constitute an offer to participate in this solicitation or an offer of securities in any jurisdiction where such offer is not permitted.

This Consent Solicitation Memorandum may contain forward-looking statements. These forward-looking statements are no guarantees of future performance. Rather, they are based on current views and assumptions and involve known and unknown risks, uncertainties, and other factors, many of which are outside the control of the Issuer and the Guarantor and are difficult to predict, that may cause actual results or developments to differ materially from any future results or developments expressed or implied by the forward-looking statements.

DEFINITIONS

In this Consent Solicitation Memorandum, the capitalised terms below shall have the following meaning:

Acquisition	The acquisition by Harbour Energy of the Wintershall Dea asset portfolio, comprising substantially all of Wintershall Dea AG's upstream assets.
Amendment	The proposed amendments relating to the Terms and Conditions of the Notes, for further details see " <i>Rationale for the Consent Solicitation - Proposed Amendment to the Terms and Conditions.</i> "
Blocking Confirmation (Spervermerk)	A confirmation issued by the Custodian stating that the Notes are not transferable during the period from the date of the Special Proof (inclusive) until the last day (inclusive) of the Voting Period which is attached to this Consent Solicitation Memorandum in Annex 3A (English language) / Annex 3B (German language).
Business Day	A day other than a Saturday or a Sunday or a public holiday on which commercial banks and foreign exchange markets are open for business in Frankfurt am Main and Luxembourg.
CEST	Central European Summer Time.
Clearing Systems	Euroclear and Clearstream.
Clearstream	Clearstream Banking, S.A., Luxembourg.
Conditions for Implementation	(i) Participation of the Requisite Quorum; (ii) receipt of the Requisite Consents to the Amendment; and (iii) the expiration of the statutory contestation period under the SchVG and the absence of any outstanding contestation proceeding with respect to the Consent Solicitation and/or the Amendment at such time, or if a contestation claim has been filed by a Holder, after the settlement of the contestation claim or decision(s) of the competent Higher Regional Court in accordance with the SchVG that the filing of the claims does not preclude enforcement of the contested resolution.
Conditions for Effectiveness	All conditions as set out in this Consent Solicitation Memorandum required for the effectiveness of the Amendment.
Consent Instruction	The electronic voting instruction containing the name and address of the beneficial owner along with the Unique Identifier Reference to Vote and to block the relevant Notes in the Clearing Systems, given in such form as is specified by the Clearing Systems from time to time which Consent Instruction must be delivered through the relevant Clearing System by a Direct Participant in accordance with the procedures of the relevant Clearing System instructing the relevant Clearing System that the Vote attributable to the Notes which are the subject of such electronic Voting Instruction should be cast in a particular way in relation to the Amendment.
Consent Solicitation	The solicitation of the Holders to deliver Votes in respect of the Amendment.
Consent Solicitation Memorandum	This consent solicitation memorandum (as amended or supplemented from time to time) constituting an invitation to vote without a meeting (<i>Abstimmung ohne Versammlung</i>) pursuant to section 18 SchVG for the Notes.
Custodian	The bank or other financial institution with which the Holder maintains a securities account in respect of the Notes.

Direct Participant	Each person who is shown in the records of the Clearing Systems as a holder of Notes.
Euroclear	Euroclear Bank SA/NV, Brussels.
Form of Proxy (Stimmrechtsvollmacht)	The standard form of power of attorney granted by the Holder to a proxy, voting agent, or other agent (other than the Tabulation Agent) to Vote which is contained in this Consent Solicitation Memorandum in Annex 2A (English language) / Annex 2B (German language).
German Civil Code	The German Civil Code (<i>Bürgerliches Gesetzbuch</i>).
Harbour Energy	Harbour Energy plc (ISIN GB00BMBVGQ36), a public limited liability company registered in Scotland under Company No. SC234781, having its registered address at 4th Floor, Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN.
Holder Details	The full name and address of the Holder and the aggregate principal amount of Notes held by such Holder.
Holder or Holders	In relation to the Notes: 1. each Direct Participant; and 2. each beneficial owner of notes of such Notes holding, directly or indirectly, in an account in the name of a Direct Participant acting on such beneficial owner's behalf.
Issuer	Wintershall Dea Finance 2 B.V. (Legal Identity Identifier (LEI) 529900DV88FUQZSVVL48) a private limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) incorporated under the laws of the Netherlands and registered with the trade register of the Dutch Chamber of Commerce (<i>Handelsregister van de Kamer van Koophandel</i>); being registered under number 81231571.
Notes	The Issuer's EUR 850,000,000 Undated Subordinated Resettable 3.000 per cent. Notes (ISIN XS2286041947) guaranteed by Harbour Energy plc
Noteholder Meeting	The physical noteholder meeting which may be held in the case that the Requisite Quorum at the vote without meeting (<i>Abstimmung ohne Versammlung</i>) for the Notes is not met.
Registration	In order to vote through the Tabulation Agent, Holders are requested to register on the Voting Platform https://deals.is.kroll.com/harbourenergy-consent and ensure their Consent Instructions are submitted through the Clearing Systems by no later than the Registration and Instruction Deadline. The Tabulation Agent will deliver the Votes received from the Holders within the Voting Period to the Scrutineer. In order to vote through the Scrutineer, Holders are requested (i) to provide a Special Proof and Blocking Confirmation and; (ii) to provide a special confirmation of their respective custodian bank that demonstrates eligibility. The registration (either via the Voting Platform or directly via the Scrutineer) must be received by the Registration and Instruction Deadline.

Registration and Instruction Deadline	May 14, 2025, 24.00 CEST
Requisite Quorum	Holders representing at least 50% of the aggregate outstanding principal amount of the Notes participating in the Voting.
Requisite Consents	At least 75% of the Votes cast in the Voting by the Holders in respect of the Notes.
Reset Date	20 January 2029 (the " First Reset Date "), and thereafter each fifth anniversary of the immediately preceding Reset Date.
Reset Period	Each period from and including the First Reset Date to but excluding the next following Reset Date and thereafter from and including each Reset Date to but excluding the next following Reset Date.
Resolution Effective Date	The date on which the Amendment becomes effective pursuant to section 21 SchVG.
Resolution Fee	EUR 150 per EUR 100,000 principal amount (i.e. 0.15%) of the Notes to such Holders who have validly delivered a vote (yes, no or abstention) in relation to the Voting for the Notes during the Voting Period.
Resolution Fee Payment Date	For all Holders who have registered with the Tabulation Agent: The date on which the Guarantor, on behalf of the Issuer, pays the Resolution Fee to such Holders who have validly delivered a vote (yes, no or abstention) during the Voting Period through the Clearing Systems; the Guarantor, on behalf of the Issuer, commits to pay the Resolution Fee within five Business Days following Resolution Effective Date. For all Holders who have registered with the Scrutineer directly: The date that follows five Business Days after the relevant Holder has provided further information in order for the Resolution Fee to be paid as set out in this Consent Solicitation Memorandum (KYC procedures), which can delay the payment of the Resolution Fee for such Holders.
S&P	S&P Global Ratings Europe Limited
Sanctions Authority	(i) the United States government; (ii) the United Nations; (iii) the European Union (or any of its member states) (iv) the United Kingdom (v) any other equivalent governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; and (vi) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the United States Department of State, the United States Department of Commerce and His Majesty's Treasury.
Sanctions Restricted Person	Each person or entity (a "Person"): 1. that is organised or resident in a country or territory which is the target of comprehensive country sanctions administered or enforced by any Sanctions Authority;

2. that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in (i) the most current "Specially Designated Nationals and Blocked Persons" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>) or (ii) the Foreign Sanctions Evaders List (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/fse/fselist.pdf>) or (iii) the most current "Consolidated list of persons, groups and entities subject to EU financial sanctions" (which as of the date hereof can be found at: https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions); or
3. that is otherwise the subject of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of their inclusion in: (i) the most current "Sectoral Sanctions Identifications" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the "SSI List"), (ii) Annexes 3, 4, 5 and 6 of Council Regulation No. 833/2014, as amended by Council Regulation No. 960/2014 (the "EU Annexes"), or (iii) any other list maintained by a Sanctions Authority, with similar effect to the SSI List or the EU Annexes.

SchVG	The German Act on Debt Securities of 2009 (<i>Schuldverschreibungsgesetz</i>).
Scrutineer	Dr. Christiane Mühe, notary public.
Securities Act	United States Securities Act of 1933, as amended.
Solicitation Agency Agreement	The solicitation agency agreement dated April 28, 2025 between the Issuer, the Guarantor, and the Solicitation Agents, as amended from time to time.
Solicitation Agents	BofA Securities Europe SA, Citigroup Global Markets Europe AG and HSBC Continental Europe
Special Proof	A special proof issued by the relevant Holder's Custodian stating (i) the full name and address of the Holder and (ii) specifying the aggregate principal amount of the Notes credited to such Holder's securities account on the date of such statement.
Tabulation Agent	Kroll Issuer Services Limited.
Terms and Conditions	The terms and conditions of the Notes.
Text Form	As defined in section 126b of the German Civil Code, being a readable declaration on a durable medium which is any medium that enables the recipient to retain or store the declaration included on the medium that is addressed to him personally such that it is accessible to him for a period of time adequate to its purpose, and that allows the unchanged reproduction of such information.
Unique Identifier Reference	The unique identifier reference obtained by Holders upon registration with the Voting Platform.
Vote	A vote of a Holder either for, against or an abstention to the Amendment.
Votes	The total of separate Votes cast in the Voting.

Voting	A vote without a meeting (<i>Abstimmung ohne Versammlung</i>) to be held for the Notes with respect to the Amendment.
Voting Form	A document in Text Form, in the German or English language, setting out the Holder Details and the vote in favour of or against the proposed Amendment or the abstaining vote. Holders are requested to use the standard form for voting documents which is contained in this Consent Solicitation Memorandum in Annex 1A (English language) / Annex 1B (German language) (the " Standard Voting Form ").
Voting Instruction	A document in Text Form, in the German or English language, from a Holder to the Tabulation Agent to vote in favour or against the Amendment or to abstain from voting which is made upon registration on the Voting Platform.
Voting Period	The period commencing on May 19, 2025, 0.00 CEST and ending on May 21, 2025, 24.00 CEST.
Voting Platform	https://deals.is.kroll.com/harbourenergy-consent

All references in this Consent Solicitation Memorandum to "EUR" and "€" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

SUMMARY OF THE CONSENT SOLICITATION

A German language summary of the procedures described herein is set out in the section "*Informationen in Deutscher Sprache*" on page 12 of this Consent Solicitation Memorandum.

This summary of the Consent Solicitation highlights information contained elsewhere in this Consent Solicitation Memorandum and does not contain all the information that may be important to Holders and it is qualified in its entirety by the remainder of this Consent Solicitation Memorandum. Holders should carefully read this Consent Solicitation Memorandum in its entirety.

1. Consent Solicitation / Invitation to vote without meeting (*Aufforderung zur Stimmabgabe in Abstimmung ohne Versammlung*)

On the terms and subject to the conditions set forth in this Consent Solicitation Memorandum, the Issuer hereby invites the Holders of the Notes to vote without a meeting on and solicits their consent in respect of the Amendment relating to the Terms and Conditions of the Notes during the Voting Period.

For further general information, see "*The Consent Solicitation*" below. For a discussion of factors each Holder should consider before deciding whether to consent to the Amendment, see "*Risk Factors Related to the Consent Solicitation*."

2. Rationale for the Consent Solicitation

On 3 September 2024, Harbour Energy completed the acquisition of the Wintershall Dea asset portfolio, comprising substantially all of Wintershall Dea AG's upstream assets (the "**Acquisition**"). The Acquisition was, in part, financed through the transfer of certain investment grade and subordinated notes, including the Notes. Upon closing of the Acquisition, holders of the Notes benefitted from the guarantor of the Notes being changed from Wintershall Dea AG to Harbour Energy.

On April 28, 2025, Harbour Energy has announced its intention to issue new undated subordinated notes (the "**New Subordinated Notes**") to pro-actively refinance part of the outstanding €650 million undated subordinated resettable 2.4985 per cent. notes (which have a first reset date on 20 July 2026), as well as to further optimise its balance sheet, supporting its robust capital structure. The New Subordinated Notes have market-standard terms and conditions that reflect the criteria for receiving 'Intermediate' (i.e. 50%) equity content by Moody's, S&P and Fitch, all of whom currently provide ratings to Harbour Energy.

The purpose of this Consent Solicitation is to make certain technical changes to the Notes to harmonise the Terms and Conditions of the Notes with the New Subordinated Notes, in particular taking into account that Harbour Energy is rated by S&P and so aligning the Notes with the prevailing S&P hybrid criteria. This alignment aims to achieve the objective of receiving 'Intermediate' (i.e. 50%) equity content for the Notes with such classification being applicable up to the First Reset Date of the Notes in 2029, thus harmonising the equity treatment of Harbour Energy group's New Subordinated Notes and the Notes. The ratings received from Fitch and Moody's will remain unaffected.

By securing technical consent from Holders, Harbour Energy group will be able to further optimise its balance sheet, which, in Harbour Energy group's estimates, will yield a favourable outcome for its financial standing benefitting its fixed income investors.

For avoidance of doubt, the issuance of the New Subordinated Notes is not conditional upon the outcome of the Consent Solicitation nor will the outcome of the Consent Solicitation impact Harbour Energy group's financing plans in future.

3. The proposed Amendment

Amongst other things, by way of the Amendment, the Issuer is proposing to:

- Make certain changes to the interest payment provisions applying after the Second Reset Date, which is scheduled in 2034, by amending the "Modified Reset Interest Rate" that applies from such date and additionally introducing a "Second Step-Up Date" in 2049 after which the interest rate further steps up to the "Following Reset Interest Rate", in each case to align the approach with the prevailing S&P hybrid criteria and Harbour Energy's New Subordinated Notes. For avoidance

of doubt, there are no changes proposed to interest rate provisions applying prior to the Second Reset Date that is scheduled in 2034.

- Add references to S&P in the definition of "Rating Agency" in the context of a "Rating Agency Event" and references to S&P ratings that correspond to the pre-existing Moody's and Fitch equivalent ratings in the definition of a "Negative Rating Event" in the context of a Change of Control.
- Introduce certain language that does not form part of the Terms and Conditions that indicates the Issuer's intention to replace the Notes in certain circumstances (without assuming a legal obligation)

For further information, see "*Rationale for the Consent Solicitation – Proposed Amendment to the Terms and Conditions*" below.

4. Summary of Voting Procedures

Pursuant to section 12 of the Terms and Conditions of the Notes, resolutions of the Holders can be adopted by means of a vote without meeting (*Abstimmung ohne Versammlung*) if the further terms of section 12 of the Terms and Conditions and the mandatory provisions of the SchVG are complied with.

In accordance with section 18 para. 2 SchVG, the Voting will be conducted by the Scrutineer, a German notary public who has been appointed by the Issuer for that purpose. The Voting Period to cast votes at the Voting begins at 0.00 CEST on May 19, 2025 and expires at 24.00 CEST on May 21, 2025.

In accordance with section 12 para. 5 of the Terms and Conditions, participation in the Voting is subject to prior registration by Holders and submission of a Special Proof and Blocking Confirmation. In order to register for a Voting, Holders will need to follow certain procedures, as further set described in "*Procedures for Participating in the Voting – Registration*":

- a) Holders wishing to cast their vote via the Tabulation Agent need to register on the Voting Platform (<https://deals.is.kroll.com/harbourenergy-consent>) as part of submitting a Consent Instruction through the Clearing Systems, which includes the Unique Identifier Reference as obtained on the Voting Platform (see "*Voting through the Tabulation Agent*" in this section below) by no later than the Registration and Instruction Deadline (i.e. by May 14, 2025, 24.00 CEST).
- b) Holders wishing to directly vote to the Scrutineer need to send their registration in the German or English language to the Scrutineer and must submit the Special Proof and Blocking Confirmation in Text Form to the Scrutineer by the Registration and Instruction Deadline.

In order to ensure compliance with U.S. securities laws, Holders will also have to confirm whether or not they are a U.S. person (as such term is used in Regulation S under the Securities Act) as part of the Registration.

4.1 Voting through the Tabulation Agent

For reasons of efficiency, Holders are requested to vote via the Tabulation Agent and submit, or arrange for submission of, Consent Instructions to the Clearing Systems:

In order to vote through the Tabulation Agent as proxy (*Stellvertreter*), Holders must, by the Registration and Instruction Deadline (i.e. 24.00 (CEST) on May 14, 2025), instruct the Tabulation Agent on the Voting Platform to vote in favour of or against the Amendment, or abstain from voting.

In addition, a Holder must, by the Registration and Instruction Deadline, submit (or procure the submission of) a Consent Instruction to the Clearing Systems, and procure that the Tabulation Agent receives such Consent Instruction (including a Special Proof and Blocking Confirmation) via the Clearing Systems, by the Registration and Instruction Deadline. The Consent Instruction must include the name and address of the beneficial owner of the Notes in addition to the Unique Identifier Reference.

If the Holder has (i) validly registered on the Voting Platform and instructed the Tabulation Agent, and (ii) submitted a Consent Instruction (including a Special Proof and Blocking Confirmation) in due time before the Registration and Instruction Deadline, the Tabulation Agent will cast the vote on behalf of the Holder

as instructed in the Voting Instruction during the Voting Period (see "*Procedures for Participating in the Voting – Voting through the Tabulation Agent*").

A Holder choosing to vote through the Tabulation Agent declares that in case a Countermotion (as defined in "*Countermotions and Requests for Additional Resolution Items*") is submitted by a Holder that is supported by the Issuer, any Voting Instructions submitted by a Holder prior to the submission of the Countermotion shall remain valid and will be cast by the Tabulation Agent in accordance with the Holder's voting instructions (yes, no or abstention) in relation to the Countermotion.

If a Countermotion is submitted that is not supported by the Issuer, Holders will be given the option to vote either on the Issuer's proposed Amendment or the Countermotion. Any Voting Instructions submitted in relation to the Issuer's proposed Amendment prior to the filing of the Countermotion will remain valid unless revoked by the Holder.

4.2 Direct Voting to the Scrutineer

Holders who do not wish to vote through the Tabulation Agent as proxy may cast their votes either by acting as principal on their own behalf or by appointing a proxy, voting agent or other agent acting on their behalf (other than the Tabulation Agent) at the Voting by submitting a Special Proof and Blocking Confirmation to the Scrutineer prior to the Registration and Instruction Deadline and a Voting Form to the Scrutineer during the Voting Period.

It is each Holder's responsibility to ensure that the Scrutineer receives the Voting Form within the Voting Period and the Blocking Confirmation and Special Proof by the End of the Registration and Instruction Deadline (see "*Procedures for Participating in the Voting – Direct Voting to the Scrutineer*").

Publication of results

The Issuer will publish the results of the Voting on the next Business Day following the end of the Voting Period via press release and on the website of the Guarantor. The results will further be published in the Federal Gazette (*Bundesanzeiger*).

5. Adoption and Effectiveness of Amendment

Adoption of the Amendment

Adoption of the Amendment requires the consent of at least 75% of the Votes cast in respect of the Notes according to section 5 para. 4 sentence 2 SchVG (the "**Requisite Consents**"). In order to have a quorum to validly conduct the Voting, it is required pursuant to Section 18 para. 1 in conjunction with section 15 para. 3 sentence 1 SchVG that Holders representing at least 50% of the aggregate outstanding principal amount of the Notes participate in the Voting (the "**Requisite Quorum**").

Effectiveness of the Amendment

Once the Conditions for Implementation for the Notes have been met, the Amendment of the Notes will be implemented once the Issuer and the Guarantor declare their consent to the adopted Amendment. Such consent will be granted once the statutory contestation period of one month under Section 20 para. 3 sentence 1 SchVG has expired for the Amendment for the Notes provided that no contestation claim is pending with respect to such Amendment at such time, or if one or more contestation claims against such Amendment have been filed, after the conclusion or cessation of all contestation proceedings or decision(s) of the competent Higher Regional Court that the filing of the claim does not preclude enforcement of the contested resolution.

However, even if all the conditions set out above are satisfied or waived, the Issuer and the Guarantor reserve the right, in their sole and absolute discretion, to only agree to the Amendment in relation to the Notes if, the Issuer and the Guarantor determine that the Requisite Consent and the Requisite Quorum have been reached without counting Votes cast by Holders who are U.S. persons (as such term is used in Regulation S under the Securities Act) in order to ensure compliance with applicable U.S. securities law and regulatory requirements.

Should the Issuer or the Guarantor deny its approval in respect of the Notes, the Amendment will not become effective.

If the Amendment becomes effective for the Notes, it will be binding on all Holders and their successors and transferees, whether or not such Holders consented to such Amendment or participated in the Voting. See *"Risk Factors Related to the Consent Solicitation - If the Amendment becomes effective, all Notes will be subject to the terms of, and each Holder of the Notes will be bound by, such Amendment"* below.

If any of the Conditions for Implementation for the Notes or the Conditions for Effectiveness are not satisfied or validly waived, then the Amendment will not become effective.

The Issuer will procure the implementation of the resolution approving the Amendment to the Notes as soon as practical after the fulfilment of the Conditions for Implementation of the Notes, and the fulfillment or valid waiver of the Conditions for Effectiveness of the Notes.

The Amendment for the Notes will become effective once the amended Terms and Conditions have been filed with the common safekeeper for Clearstream and Euroclear and have been attached to the global note of the Notes in accordance with section 21 SchVG.

The Issuer intends to make a public announcement once the Amendment has become effective.

6. Resolution Fee

In the event that the Conditions for Effectiveness are fulfilled and the Amendment becomes effective, the Guarantor, on behalf of the Issuer, will make a one-time cash payment equal to EUR 150 per EUR 100,000 principal amount (i.e. 0.15%) of the Notes on the Resolution Fee Payment Date to such Holders of the Notes who have validly delivered a vote (yes, no or abstention) in the Voting for the Notes during the Voting Period in relation to the proposed Amendment (or a potential Issuer supported Countermotion). No Resolution Fee will be paid if (i) the Consent Solicitation is terminated, withdrawn or otherwise not consummated, (ii) the Conditions for Implementation are not fulfilled, (iii) the Conditions for Effectiveness are not fulfilled or validly waived, or (iv) the Issuer and the Guarantor do not consent to the implementation of the Amendment.

The Resolution Fee will only be paid to Holders who meet the conditions set out in this Consent Solicitation Memorandum. No Resolution Fee will be paid to Sanctions Restricted Persons. The Issuer and the Guarantor reserve the right to refrain from paying the Resolution Fee in such cases where, in the opinion of the Issuer, the Guarantor or their legal advisers, a payment would be unlawful.

For each Holder who votes through the Tabulation Agent, the Guarantor, on behalf of the Issuer, will cause payment of the Resolution Fee to the Clearing System for delivery to such Holders. Payment to the Clearing System or to its order shall, to the extent of amounts so paid, constitute the discharge of the Issuer from its obligation to pay the Resolution Fee. Holders who vote through the Tabulation Agent shall have no right to claim payment of the Resolution Fee in any other way of payment. In addition, once the payment of the Resolution Fee by the Guarantor, on behalf of the Issuer, is made, the actual receipt by the Holder of such Resolution Fee depends on when the relevant Custodian forwards such payment to the Holder.

Each Holder not voting through the Tabulation Agent but voting through the Scrutineer must provide the Guarantor with payment instructions on a form of instruction that is available from the Guarantor in order to receive the Resolution Fee.

INFORMATIONEN IN DEUTSCHER SPRACHE

Die folgenden Ausführungen in deutscher Sprache fassen die wesentlichen Informationen dieses Memorandums zusammen.

Sie enthalten nicht alle Informationen, die für die Anleihegläubiger wichtig sein könnten und sollten nur in Zusammenhang mit dem gesamten Memorandum betrachtet werden. Die Anleihegläubiger sollten daher dieses Memorandum zur Aufforderung zur Stimmabgabe (*Consent Solicitation Memorandum*) sorgfältig und vollständig lesen.

1. Aufforderung zur Stimmabgabe in Abstimmung ohne Versammlung

Unter den in diesem Memorandum dargelegten Bedingungen fordert die Wintershall Dea Finance 2 B.V. (die "**Emittentin**") hiermit die Anleihegläubiger (die "**Anleihegläubiger**") der EUR 850,000,000 Anleihe mit einem ersten Call Date in 2028 (ISIN XS2286041947) (die "**Schuldverschreibung**") zur Stimmabgabe in einer sog. Abstimmung ohne Versammlung während des Abstimmungszeitraums (wie nachstehend definiert) über die vorgeschlagene Änderung der Anleihebedingungen auf und ersucht sie um ihre Zustimmung zu dieser Änderung der Anleihebedingungen.

Weitere allgemeine Informationen finden Sie weiter unten im Abschnitt "*The Consent Solicitation*". Eine Erörterung der Faktoren, die jeder Anleihegläubiger vor seiner Entscheidung über die Zustimmung zur Änderung berücksichtigen sollte, findet sich im Abschnitt "*Risk Factors Related to the Consent Solicitation*."

2. Gründe für die Aufforderung zur Stimmabgabe

Am 3. September 2024 schloss Harbour Energy den Erwerb des Portfolios der Wintershall Dea ab, das im Wesentlichen alle Upstream-Vermögenswerte der Wintershall Dea AG umfasst (die "**Übernahme**"). Die Übernahme wurde zum Teil durch die Übertragung bestimmter Investment-Grade- und nachrangiger Anleihen finanziert. Dazu gehören auch die Schuldverschreibungen. Nach Vollzug der Übernahme profitierten die Gläubiger der Schuldverschreibungen davon, dass anstelle der Wintershall Dea AG nunmehr Harbour Energy zur Garantin der Schuldverschreibungen wurde.

Am 28. April 2025 hat Harbour Energy ihre Absicht bekannt gegeben, neue undatierte nachrangige Schuldverschreibungen (die "**Neuen Nachrangigen Schuldverschreibungen**") zu begeben, um einen Teil der ausstehenden undatierten nachrangigen mit 2,4985 Prozent verzinslichen Schuldverschreibungen (mit Erstem Zinsanpassungstag am 20. Juli 2026) im Wert von 650 Millionen Euro proaktiv zu refinanzieren, die Bilanz weiter zu optimieren und damit zu einer soliden Kapitalstruktur beizutragen. Die Neuen Nachrangigen Schuldverschreibungen haben marktübliche Emissionsbedingungen, die den Anforderungen für eine "mittlere" (d. h. bei 50 % liegenden) Eigenkapitalanrechnung durch die Ratingagenturen Moody's, S&P und Fitch entsprechen, die alle derzeit Ratings für Harbour Energy abgeben.

Mit der vorliegenden Aufforderung zur Stimmabgabe wird der Zweck verfolgt, technische Änderungen an den Schuldverschreibungen vorzunehmen, um bestimmte Regelungen der Anleihebedingungen der Schuldverschreibungen an die Neuen Nachrangigen Schuldverschreibungen anzugleichen. Dabei ist insbesondere zu berücksichtigen, dass Harbour Energy ein Rating von S&P erhält, weshalb die Schuldverschreibungen den Kriterien von S&P für Hybridanleihen entsprechen sollen. Mit dieser Angleichung sollen die Schuldverschreibungen eine "mittleren" (d. h. bei 50 % liegenden) Eigenkapitalanrechnung erreichen, wobei diese Einstufung bis zum Ersten Zinsanpassungstag der Schuldverschreibungen im Jahr 2029 gilt. Die Eigenkapitalbehandlung der Neuen Nachrangigen Schuldverschreibungen der Harbour Energy-Gruppe und der Schuldverschreibungen wird damit harmonisiert. Das Rating durch Fitch und Moody's bleibt hiervon unberührt.

Durch die technische Zustimmung der Anleihegläubiger wird Harbour Energy Group in die Lage versetzt, ihre Bilanz weiter zu optimieren, was sich nach Einschätzung der Harbour Energy Group günstig auf ihre Finanzlage auswirken wird, wovon wiederum Anleger in ihre Rentenpapiere (*fixed income investors*) profitieren.

Zur Klarstellung sei darauf hingewiesen, dass das Ergebnis der Aufforderung zur Stimmabgabe keine Voraussetzung für die Emission der Neuen Nachrangigen Schuldverschreibungen ist und keinen Einfluss auf die zukünftigen Finanzierungspläne der Harbour Energy Group haben wird.

3. Vorgeschlagene Änderung der Anleihebedingungen

Mit der Änderung schlägt die Emittentin unter anderem Folgendes vor:

- Bestimmte Änderungen an den Zinszahlungsbestimmungen, die ab dem für 2034 vorgesehenen Zweiten Zinsanpassungstag gelten sollen, indem der ab diesem Zeitpunkt geltende "Modifizierte Reset-Zinssatz" geändert und zusätzlich ein "Zweiter Step-up-Tag" im Jahr 2049 eingeführt wird, nach dem der Zinssatz als "Folgender Reset-Zinssatz" weiter ansteigt, wodurch die Schuldverschreibungen jeweils an die Kriterien von S&P für Hybridanleihen und die Neuen Nachrangigen Schuldverschreibungen von Harbour Energy angepasst werden. Zur Klarstellung, es werden keine Änderungen der bis zum Zweiten Zinsanpassungstag geltenden Zinsbestimmungen vorgeschlagen.
- Aufnahme von Verweisen auf S&P in der Definition des Begriffs "Rating Agentur" im Zusammenhang mit einem "Ratingagenturereignisses" und von Verweisen auf S&P-Ratings, die den zuvor bestehenden gleichwertigen Ratings von Moody's und Fitch entsprechen, in der Definition eines "Negativen Ratingereignisses" im Zusammenhang mit einem Kontrollwechsel.
- Einführung bestimmter Formulierungen, die nicht Teil der Anleihebedingungen sind und die Absicht der Emittentin ausdrücken, die Schuldverschreibungen in bestimmten Fällen zu ersetzen (ohne damit eine rechtliche Verpflichtung einzugehen)

Für mehr Informationen sollte der Abschnitt "*Rationale for the Consent Solicitation – Proposed Amendment to the Terms and Conditions of the Notes*" gelesen werden.

4. Zusammenfassung des Abstimmungsverfahrens

Gemäß § 12 der Anleihebedingungen können Beschlüsse der Anleihegläubiger im Wege der Abstimmung ohne Versammlung gefasst werden, wenn die sonstigen Bestimmungen des § 12 der Anleihebedingungen und die zwingenden Bestimmungen des Schuldverschreibungsgesetz ("**SchVG**") eingehalten werden.

Gemäß § 18 Abs. 2 SchVG wird die Abstimmung durch die Abstimmungsleiterin durchgeführt, einer von der Emittentin zu diesem Zweck bestellten deutschen Notarin. Der Abstimmungszeitraum beginnt am 19. Mai 2025, 0:00 Uhr MESZ und endet am 21. Mai 2025, 24:00 Uhr MESZ (der "**Abstimmungszeitraum**").

Gemäß § 12 Abs. 5 der Anleihebedingungen ist die Teilnahme an den Abstimmung nur nach vorheriger Registrierung durch die Anleihegläubiger und Vorlage eines besonderen, von der Depotbank des betreffenden Anleihegläubigers ausgestellten Nachweises (der "**Besondere Nachweis**"), sowie einer von der Depotbank ausgestellten Bestätigung, dass die betreffenden Schuldverschreibungen während des Zeitraums vom Datum des Besonderen Nachweises bis zum letzten Tag (einschließlich) des Abstimmungszeitraums nicht übertragbar sind (der "**Sperrvermerk**"), möglich. Um sich für die Stimmabgabe zu registrieren, müssen die Anleihegläubiger bestimmte Verfahrensvorgaben befolgen, welche detaillierter in "*Procedures for Participating in the Voting – Registration*" beschrieben sind:

- a) Anleihegläubiger, die ihre Stimme über den Stimmrechtsvertreter (*Tabulation Agent*) Kroll Issuer Services Limited (der "**Stimmrechtsvertreter**") abgeben möchten, müssen sich auf der Abstimmungsplattform (<https://deals.is.kroll.com/harbourenergy-consent>) (die "**Abstimmungsplattform**") registrieren und als Teil der Stimmabgabe bis zum Ablauf der Registrierungs- und Weisungsfrist (d. h. bis zum 14. Mai 2025, 24:00 Uhr MESZ (die "**Registrierungs- und Weisungsfrist**") eine sog. Consent Instruction (die "**Zustimmungs-Instruktion**") einreichen, die eine auf der Abstimmungsplattform erhaltene eindeutige Kennungsreferenz ("**Unique Identifier Reference**") enthält siehe Abschnitt "*Voting through the Tabulation Agent*").
- b) Anleihegläubiger, die direkt bei der Abstimmungsleiterin abstimmen möchten, müssen bis zum Ablauf der Anmeldefrist ihre Anmeldung in deutscher oder englischer Sprache an die

Abstimmungsleiterin senden, zusammen mit dem Besonderen Nachweis und einem Sperrvermerk in Textform.

Um die Einhaltung der US-Wertpapiergesetze sicherzustellen, müssen Anleihegläubiger im Rahmen der Registrierung auch bestätigen, ob sie eine US-Person sind (wie dieser Begriff in Regulation S des United States Securities Act von 1933 verwendet wird).

4.1 Abstimmung über den Stimmrechtsvertreter (*Tabulation Agent*)

Aus Effizienzgründen werden Anleihegläubiger gebeten, über den Stimmrechtsvertreter abzustimmen und Zustimmungsanweisungen an die Clearingsysteme zu übermitteln oder deren Übermittlung zu veranlassen:

Um über den Stimmrechtsvertreter als Stellvertreter abstimmen zu können, müssen die Anleihegläubiger bis zum Ablauf der Anmeldefrist (d. h. 24.00 Uhr MESZ am 14. Mai 2025) den Stimmrechtsvertreter auf der Abstimmungsplattform anweisen, für oder gegen die Änderung zu stimmen oder sich der Stimme zu enthalten.

Darüber hinaus muss ein Anleihegläubiger bis zum Ablauf der Registrierungs- und Weisungsfrist eine sog. Zustimmungsinstruktion über die Clearingsysteme einreichen (oder die Einreichung einer Zustimmungsinstruktion veranlassen) und dafür sorgen, dass der Stimmrechtsvertreter diese Zustimmungsinstruktion (einschließlich des Besonderen Nachweises und des Sperrvermerks) bis zum Ablauf der Registrierungs- und Weisungsfrist über die Clearingsysteme erhält. Die Zustimmungsinstruktion muss den Namen und die Adresse des wirtschaftlich Berechtigten der Anleihe sowie die eindeutige Kennungsreferenz enthalten.

Wenn der Anleihegläubiger (i) sich ordnungsgemäß auf der Abstimmungsplattform registriert und den Stimmrechtsvertreter angewiesen hat und (ii) rechtzeitig vor dem Ablauf der Registrierungs- und Weisungsfrist eine Zustimmungsinstruktion (einschließlich eines Besonderen Nachweises und eines Sperrvermerks) eingereicht hat, gibt der Stimmrechtsvertreter während des Abstimmungszeitraums die Stimme im Namen des Anleihegläubigers gemäß der Ausübungsanweisung ab (siehe "*Procedures for Participating in the Voting – Voting through the Tabulation Agent*").

4.2. Abgabe der Stimme direkt an die Abstimmungsleiterin

Anleihegläubiger, die nicht über den Stimmrechtsvertreter als Stellvertreter abstimmen möchten, können ihre Stimmen entweder selbst abgeben oder bei der Abstimmung einen anderen Beauftragten ernennen, der in ihrem Namen handelt (mit Ausnahme des Stimmrechtsvertreters), indem sie den Besonderen Nachweis und den Sperrvermerk an die Abstimmungsleiterin vor Ablauf der Registrierungs- und Weisungsfrist und das Abstimmungsformular während des Abstimmungszeitraums einreichen.

Es liegt in der Verantwortung jedes Anleihegläubigers sicherzustellen, dass die Abstimmungsleiterin das Abstimmungsformular während des Abstimmungszeitraums und den Besonderen Nachweis und Sperrvermerk bis zum Ablauf der Registrierungs- und Weisungsfrist erhält (siehe "*Procedures for Participating in the Voting – Direct Voting to the Scrutineer*").

Veröffentlichung der Ergebnisse

Die Emittentin wird die Abstimmungsergebnisse am Werktag nach Ablauf des Abstimmungszeitraums via Pressemitteilung auf der Website der Garantin und unter <https://deals.is.kroll.com/harbourenergy-consent> veröffentlichen. Außerdem werden die Ergebnisse im Bundesanzeiger veröffentlicht.

5. Beschluss und Wirksamkeit der Änderung der Anleihebedingungen

Beschluss der Änderung der Anleihebedingungen

Der Beschluss der Änderung der Anleihebedingungen erfordert die Zustimmung von mindestens 75 % der abgegebenen Stimmen in Bezug auf die Schuldverschreibungen (die "**Erforderlichen Stimmen**") gem. § 5 Abs. 4 Satz 2 SchVG. Damit eine Abstimmung rechtswirksam durchgeführt werden kann, ist es gemäß § 18 Abs. 1 in Verbindung mit § 15 Abs. 3 Satz 1 SchVG erforderlich, dass die an der Abstimmung teilnehmenden Anleihegläubiger mindestens 50 % des ausstehenden Gesamtnennbetrags der Schuldverschreibungen repräsentieren (das "**Erforderliche Quorum**").

Wirksamkeit der Änderung der Anleihebedingungen

Wenn die Umsetzungsbedingungen (*Conditions for Implementation*) für die Schuldverschreibung erfüllt sind, wird die Änderung der Schuldverschreibung umgesetzt, sobald die Emittentin und die Garantin ihre Zustimmung zu der beschlossenen Änderung erklären. Die Zustimmung wird erteilt, sobald die gesetzliche Anfechtungsfrist von einem Monat nach § 20 Abs. 3 Satz 1 SchVG abgelaufen ist, sofern zu diesem Zeitpunkt keine Anfechtungsklage in Bezug auf die Änderung für die Schuldverschreibung anhängig ist, oder, wenn eine oder mehrere Anfechtungsklagen gegen die Änderung eingereicht wurden, nachdem alle Anfechtungsverfahren oder Entscheidungen des zuständigen Oberlandesgerichts abgeschlossen oder eingestellt wurden und die Einreichung der Klage die Durchsetzung des angefochtenen Beschlusses nicht verhindert.

Selbst wenn alle oben genannten Bedingungen erfüllt sind oder wirksam darauf verzichtet worden ist, behalten sich die Emittentin und die Garantin das Recht vor, nach eigenem Ermessen der Änderung in Bezug auf die Schuldverschreibung nur dann zuzustimmen, wenn die Emittentin und die Garantin festgestellt haben, dass die Erforderlichen Stimmen und das Erforderliche Quorum für die Schuldverschreibung erreicht wurden, ohne die von Anleihegläubigern abgegebenen Stimmen zu zählen, die US-Personen sind (wie dieser Begriff in Regulation S des United States Securities Act von 1933 verwendet wird), um die Einhaltung des geltenden US-Wertpapierrechts sowie gesetzlicher und behördlicher Anforderungen sicherzustellen.

Sollte die Emittentin oder die Garantin ihre Genehmigung in Bezug auf die Schuldverschreibung verweigert, wird die Änderung der Anleihebedingungen nicht wirksam.

Wenn die Änderung in Kraft tritt, ist sie für alle Anleihegläubiger der Schuldverschreibung sowie deren Rechtsnachfolger und Übertragungsempfänger bindend, unabhängig davon, ob diese Anleihegläubiger der Änderung zugestimmt oder an der Abstimmung teilgenommen haben oder nicht. Siehe "*Risk Factors Related to the Consent Solicitation - If the Amendment becomes effective, all Notes will be subject to the terms of, and each Holder of the Notes will be bound by, such Amendment*" unten.

Wenn eine der Umsetzungsbedingungen (*Conditions for Implementation*) für die Schuldverschreibung oder die Wirksamkeitsbedingungen (*Conditions for Effectiveness*) nicht erfüllt sind oder rechtswirksam darauf verzichtet wird, wird die Änderung nicht wirksam.

Die Emittentin wird dafür sorgen, dass der Beschluss zur Genehmigung der Änderung so schnell wie möglich nach Erfüllung der Umsetzungsbedingungen (*Conditions for Implementation*) und der Erfüllung bzw. dem wirksamen Verzicht auf die Wirksamkeitsbedingungen (*Conditions for Effectiveness*) umgesetzt wird.

Die Änderung der Schuldverschreibung wird wirksam, sobald die geänderten Anleihebedingungen beim gemeinsamen Verwahrer von Clearstream und Euroclear hinterlegt und der Globalurkunde der Schuldverschreibung gemäß § 21 SchVG beigelegt wurden.

Die Emittentin beabsichtigt, eine öffentliche Bekanntmachung vorzunehmen, sobald die Änderung in Kraft getreten ist.

6. Beschlussfassungsentgelt (*Resolution Fee*)

Für den Fall, dass die Wirksamkeitsbedingungen (*Conditions for Effectiveness*) erfüllt werden und die Änderung in Kraft tritt, wird die Garantin im Namen der Emittentin am Beschlussfassungsentgelt-Zahlungstag (*Resolution Fee Payment Date*) eine einmalige Barzahlung in Höhe von EUR 150 pro EUR 100.000 Nennbetrag (d. h. in Höhe von 0,15 %) an alle Anleihegläubiger leisten, die wirksam innerhalb des Abstimmungszeitraums an der Abstimmung teilgenommen haben (ja, nein oder Enthaltung). Es wird kein Beschlussfassungsentgelt gezahlt, wenn (i) die Einholung der Zustimmung beendet, zurückgezogen oder anderweitig nicht vollzogen wird, (ii) die Umsetzungsbedingungen (*Conditions for Implementation*) nicht erfüllt sind, (iii) die Wirksamkeitsbedingungen (*Conditions for Effectiveness*) nicht erfüllt sind oder wirksam darauf verzichtet wurde, oder (iv) die Emittentin und die Garantin der Implementierung der Änderung nicht zustimmen.

Das Beschlussfassungsentgelt wird nur an Anleihegläubiger gezahlt, die die in diesem Memorandum zur Aufforderung zur Stimmabgabe dargelegten Bedingungen erfüllen. Es wird kein Beschlussfassungsentgelt an Sanktionen unterliegenden Personen gezahlt. Die Emittentin und die Garantin behalten sich das Recht vor, das Beschlussfassungsentgelt in solchen Fällen nicht zu zahlen, in denen nach Ansicht der Emittentin, der Garantin oder ihrer Rechtsberater eine Zahlung rechtswidrig wäre.

Für jeden Anleihegläubiger, der über den Stimmrechtsvertreter (*Tabulation Agent*) abstimmt, wird die Garantin, im Namen der Emittentin, die Zahlung des Beschlussfassungsentgelts an das Clearingsystem zur Auszahlung an diese Anleihegläubiger veranlassen. Die Zahlung an das Clearingsystem oder entsprechend dessen Anordnung stellt im Umfang der so gezahlten Beträge die Befreiung der Emittentin von ihrer Verpflichtung zur Zahlung des Beschlussfassungsentgelts dar. Anleihegläubiger, die über den Stimmrechtsvertreter (*Tabulation Agent*) abstimmen, haben keinen Anspruch auf Zahlung des Beschlussfassungsentgelts auf andere Weise. Darüber hinaus hängt der tatsächliche Eingang des Beschlussfassungsentgelts beim Anleihegläubiger nach erfolgter Zahlung des Beschlussfassungsentgelts durch die Garantin, im Namen der Emittentin, davon ab, wann die entsprechende Depotbank diese Zahlung an den Anleihegläubigern weiterleitet.

Um das Beschlussfassungsentgelt zu erhalten, muss jeder Anleihegläubiger, der nicht über den Stimmrechtsvertreter, sondern über die Abstimmungsleiterin abstimmt, der Garantin Zahlungsanweisungen auf einem von der Garantin erhältlichen Formular erteilen.

7. Risikofaktoren

Die folgenden Punkte sind eine nicht abschließende Zusammenfassung möglicher Risiken. Nähere Informationen finden sich unter im Abschnitt "*Risk Factors Related to the Consent Solicitation*" dieses Memorandums.

- Wenn die Änderung der Anleihebedingungen in Kraft treten, unterliegen alle Schuldverschreibungen den Bedingungen dieser Änderung und jeder Anleihegläubiger der Schuldverschreibung ist an diese Änderungen gebunden.
- In der Regel können Anleihegläubiger ihre Zustimmungs-Instruktionen und Abstimmungsformulare nicht widerrufen.
- Die Emittentin kann die Frist für die Einholung der Zustimmung verlängern oder diese beenden.
- Es kann zu Verzögerungen beim Erhalt des Beschlussfassungsentgelts durch die Anleihegläubigern kommen. Anleihegläubiger müssen zum Zeitpunkt der Zahlung des Beschlussfassungsentgelts die in diesem Memorandum dargelegten Bedingungen erfüllen.
- Schuldverschreibungen von Anleihegläubigern, die sich zur Teilnahme an der Abstimmung anmelden, werden bis einschließlich zum letzten Tag des Abstimmungszeitraums für den Handel über die Clearingsysteme gesperrt.
- Die Anleihegläubiger sind dafür verantwortlich, die Vorteile der Einholung der Zustimmung selbst zu beurteilen und die Bedingungen der Einholung der Zustimmung einzuhalten.
- Es wurde oder wird keine Entscheidung eines Dritten eingeholt, dass die Einholung der Zustimmung und das Beschlussfassungsentgelts für die Anleihegläubiger fair sind.
- Die Einholung der Zustimmung kann während der gesetzlichen Anfechtungsfrist rechtlich angefochten werden.
- Der Abschluss der Einholung der Zustimmung kann sich verzögern oder gar nicht erfolgen.
- Ratings der Schuldverschreibungen spiegeln möglicherweise nicht alle Risiken wider.

EXPECTED TIMETABLE OF EVENTS

Holders should take note of the following key dates in connection with the Voting and the Consent Solicitation. The following summary of key dates is qualified in its entirety by the more detailed information appearing elsewhere in this Consent Solicitation Memorandum. The dates below are subject to modification in accordance with the terms of the Consent Solicitation:

Events	Times and Dates (All times are CEST)
<i>Launch Date</i>	
Commencement of consent solicitation; Consent Solicitation Memorandum and the convening notice announcing the Consent Solicitation are published on the website of the Guarantor and on the Voting Platform (https://deals.is.kroll.com/harbourenergy-consent).	April 28, 2025
<i>Publication in Federal Gazette</i>	
Convening notice published in the Federal Gazette (<i>Bundesanzeiger</i>)	April 30, 2025
<i>Registration and Instruction Deadline</i>	
The time prior to which Holders must (i) register on the Voting Platform (https://deals.is.kroll.com/harbourenergy-consent) or with the Scrutineer and (ii) submit the Special Proof and Blocking Confirmation to the Scrutineer in case of a Vote through the Scrutineer in order to be eligible to participate in the Voting.	May 14, 2025 (24.00 CEST) (not later than the third day prior to the beginning of the voting period as per the Terms and Conditions of the Notes)
<i>Start of Voting Period</i>	
Beginning of the Voting Period during which Votes are presented by the Tabulation Agent to the Scrutineer, and during which Votes may be submitted to the Scrutineer by Holders directly. Votes which are received by the Scrutineer prior to the Voting Period will be disregarded and will have no effect.	May 19, 2025 (0.00 CEST)
<i>End of the Voting Period</i>	
End of the Voting Period during which Votes are presented by the Tabulation Agent to the Scrutineer, and during which Votes may be submitted to the Scrutineer by Holders directly. Votes which are received by the Scrutineer after the Voting Period will be disregarded and will have no effect.	May 21, 2025 (24.00 CEST)
<i>Announcement of the results of the Voting</i>	
Expected date of publication of the results of the Voting via press release, on the website of the Guarantor and on the website of the Luxembourg Stock Exchange at www.luxse.com (previously www.bourse.lu).	As soon as reasonably practicable after the end of the Voting Period.
Expected date of publication of the results of the Voting in the Federal Gazette (<i>Bundesanzeiger</i>).	As soon as possible after the end of the Voting Period.
<i>End of statutory contestation period</i>	
The time prior to which each Holder of the Notes has the statutory right under the SchVG to contest any resolution adopted by the Holders.	One month after publication of the results of the Voting have been announced in the Federal

Events	Times and Dates (All times are CEST)
	Gazette (<i>Bundesanzei-ger</i>).
<i>Resolution Effective Date</i>	
The date on which the Amendment becomes effective pursuant to section 21 SchVG and the other conditions as set out in this Consent Solicitation Memorandum.	The Issuer will procure the implementation of the resolution approving the Amendment as soon as practical after the fulfilment of all Conditions for Implementation, and the fulfillment (or valid waiver) of all Conditions for Effectiveness.
<i>Announcement of the effectiveness of the Amendment</i>	
The date on which the effectiveness of the Amendment is announced by the Issuer.	As soon as practical after the Resolution Effective Date.
<i>Resolution Fee Payment Date</i>	
The date on which the Guarantor, on behalf of the Issuer, pays the Resolution Fee to such Holders who have validly delivered a vote (yes, no or abstention) during the Voting Period. No Resolution Fee will be paid if (i) the Consent Solicitation is terminated, withdrawn or otherwise not consummated, (ii) the Conditions for Implementation are not fulfilled, (iii) the Conditions for Effectiveness are not fulfilled or validly waived, or (iv) the Issuer and the Guarantor do not consent to the implementation of the Amendment. The Resolution Fee will only be paid to Holders who meet the conditions set out in this Consent Solicitation Memorandum. No Resolution Fee will be paid to Sanctions Restricted Persons. The Issuer and the Guarantor reserve the right to refrain from paying the Resolution Fee in such cases where, in the opinion of the Issuer, the Guarantor or their legal advisers, a payment would be unlawful.	The Guarantor, on behalf of the Issuer, commits to pay the Resolution Fee within five Business Days following the Resolution Effective Date in case Holders have registered through the Tabulation Agent subject to the conditions set out by this Consent Solicitation Memorandum. In case Holders have registered directly with the Scrutineer, payment may be delayed due to KYC procedures.
The Issuer may, subject to applicable laws, at its option and in its sole discretion terminate the Consent Solicitation or extend or amend the above timeline at any time prior to the beginning of the Voting Period.	
Holders are advised to check with any nominee, custodian, intermediary or person acting in a similar capacity for the Holder whether such nominee, custodian, intermediary or person acting in a similar capacity for the Holder would require receipt of instructions to participate in any Voting before the deadlines and within the periods specified in this Consent Solicitation Memorandum.	

RATIONALE FOR THE CONSENT SOLICITATION

Rationale for the Consent Solicitation

On 3 September 2024, Harbour Energy completed the Acquisition of the Wintershall Dea asset portfolio, comprising substantially all of Wintershall Dea AG's upstream assets. The Acquisition was, in part, financed through the transfer of certain investment grade and subordinated notes, including the Notes. Upon closing of the Acquisition, holders of the Notes benefitted from the guarantor of the Notes being changed from Wintershall Dea AG to Harbour Energy.

On April 28, 2025, Harbour Energy has announced its intention to issue the New Subordinated Notes to pro-actively refinance part of the outstanding €650 million undated subordinated resettable 2.4985 per cent. notes (which have a first reset date on 20 July 2026), as well as to further optimise its balance sheet, supporting its robust capital structure. The New Subordinated Notes have market-standard terms and conditions that reflect the criteria for receiving 'Intermediate' (i.e. 50%) equity content by Moody's, S&P and Fitch, all of whom currently provide ratings to Harbour Energy.

The purpose of this Consent Solicitation is to make certain technical changes to the Notes to harmonise certain of the Terms and Conditions of the Notes with the New Subordinated Notes, in particular taking into account that Harbour Energy is rated by S&P and so aligning the Notes with the prevailing S&P hybrid criteria. This alignment aims to achieve the objective of receiving 'Intermediate' (i.e. 50%) equity content for the Notes with such classification being applicable up to the First Reset Date of the Notes in 2029, thus harmonising the equity treatment of Harbour Energy group's New Subordinated Notes and the Notes. The ratings received from Fitch and Moody's will remain unaffected.

By securing technical consent from Holders, Harbour Energy group will be able to further optimise its balance sheet, which, in Harbour Energy group's estimates, will yield a favourable outcome for its financial standing benefitting its fixed income investors.

For avoidance of doubt, the issuance of the New Subordinated Notes is not conditional upon the outcome of the Consent Solicitation nor will the outcome of the Consent Solicitation impact Harbour Energy group's financing plans in future.

Proposed Amendment to the Terms and Conditions

Amongst other things, by way of the Amendment, the Issuer is proposing to:

- Make certain changes to the interest payment provisions applying after the Second Reset Date, which is scheduled in 2034, by amending the "Modified Reset Interest Rate" that applies from such date and additionally introducing a "Second Step-Up Date" in 2049 after which the interest rate further steps up to the "Following Reset Interest Rate", in each case to align the approach with the prevailing S&P hybrid criteria and Harbour Energy's New Subordinated Notes. For avoidance of doubt, there are no changes proposed to interest rate provisions applying prior to the Second Reset Date that is scheduled in 2034.
- Add references to S&P in the definition of "Rating Agency" in the context of a "Rating Agency Event" and references to S&P ratings that correspond to the pre-existing Moody's and Fitch equivalent ratings in the definition of a "Negative Rating Event" in the context of a Change of Control
- Introduce certain language that does not form part of the Terms and Conditions that indicates the Issuer's intention to replace the Notes in certain circumstances (without assuming a legal obligation)

For further information, see *"THE AMENDMENT TO THE TERMS AND CONDITIONS OF THE NOTES"* below.

THE AMENDMENT TO THE TERMS AND CONDITIONS OF THE NOTES

Set forth below is a summary of the Amendment for which Votes are being sought pursuant to this Consent Solicitation Memorandum. Holders should carefully consider the factors set forth below as well as the other information set forth in this Consent Solicitation Memorandum prior to voting. The Terms and Conditions of the Notes are amended in accordance with the Amendment listed below.

The Issuer submits the following resolution to the Holders and puts it to a vote.

The Issuer and the Guarantor have agreed to the changes proposed below.

The Holders resolve as follows:

- The Terms and Conditions of the Notes are amended as follows, where amendments are shown in italic and underlined writing and deletions are shown as ~~crossed-out~~.
- Provisions that are not stated as amended or deleted below shall remain unchanged.
- The Issuer shall procure the implementation of the resolution approving the Amendment as soon as practical after the fulfilment of all Conditions for Implementation and the fulfilment or valid waiver of the Conditions for Effectiveness.

ANLEIHEBEDINGUNGEN ("Anleihebedingungen")	TERMS AND CONDITIONS ("Terms and Conditions")
<i>Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.</i>	<i>These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is non-binding.</i>
§ 3(2) wird wie folgt geändert:	§ 3(2) will be amended as follows:
(2) <i>Verzinsung.</i>	(2) <i>Interest.</i>
(a) Der " Zinssatz " entspricht	(a) The " Rate of Interest " will be
(i) ab dem Zinslaufbeginn (einschließlich) bis zum 20. Januar 2029 (der " Erste Zinsanpassungstag ") (ausschließlich) einem Zinssatz in Höhe von jährlich 3,000 %;	(i) from and including the Interest Commencement Date to but excluding 20 January 2029 (the " First Reset Date ") a rate of 3.000 per cent. <i>per annum</i> ;
(ii) ab dem Ersten Zinsanpassungstag (einschließlich) bis zum 20. Januar 2034 (der " Zweite Zinsanpassungstag ") (ausschließlich) dem Ersten Reset-Zinssatz für diesen Zinsanpassungszeitraum; und	(ii) from and including the First Reset Date to but excluding 20 January 2034 (the " Second Reset Date ") the First Reset Interest Rate for such Reset Period; and
(iii) ab dem Zweiten Zinsanpassungstag (einschließlich) <u>bis zum 20. Januar 2049 (der "Zweiter Step-up-Tag") (ausschließlich)</u> dem Modifizierten Reset-	(iii) from and including the Second Reset Date <u>to but excluding 20 January 2049 ("Second Step-Up Date")</u> the Modified Reset Interest Rate for the

	Zinssatz für den betreffenden Zinsanpassungszeitraum; <u>und</u>		relevant Reset Period; <u>and</u>
(iv)	<u>ab dem Zweiten Step-up-Tag (einschließlich) dem Folgenden Reset-Zinssatz für den betreffenden Zinsanpassungszeitraum;</u>	(iv)	<u>from and including the Second Step-Up Date the Following Reset Interest Rate for the relevant Reset Period.</u>
(b)	Der "Erste Reset-Zinssatz" ist der Referenzsatz für den betreffenden Zinsanpassungszeitraum zuzüglich 331,9 ¹ Basispunkte per annum, wie von der Berechnungsstelle festgelegt.	(b)	The "First Reset Interest Rate" will be the Reference Rate for the relevant Reset Period plus 331.9 ² basis points <i>per annum</i> , as determined by the Calculation Agent.
(c)	Der " Modifizierte <u>Folgende Reset-Zinssatz</u> " ist der Referenzsatz für den betreffenden Zinsanpassungszeitraum zuzüglich 431,9 ³ Basispunkte per annum, wie von der Berechnungsstelle festgelegt.	(c)	The " Modified <u>Following Reset Interest Rate</u> " will be the Reference Rate for the relevant Reset Period plus 431.9 ⁴ basis points <i>per annum</i> , as determined by the Calculation Agent.
(e)(d)	<u>Der "Modifizierte Reset-Zinssatz" ist der Referenzsatz für den betreffenden Zinsanpassungszeitraum zuzüglich 356,9⁵ Basispunkte per annum, wie von der Berechnungsstelle festgelegt.</u>	(e)(d)	<u>The "Modified Reset Interest Rate" will be the Reference Rate for the relevant Reset Period plus 356.9⁶ basis points per annum, as determined by the Calculation Agent.</u>
(d)(e)	Die Berechnungsstelle wird den anwendbaren Ersten Reset-Zinssatz und den Modifizierten Reset-Zinssatz <u>und den Folgenden Reset Zinssatz</u> für die Schuldverschreibungen an dem betreffenden Zinsfeststellungstag bestimmen und veranlassen, dass dieser der Emittentin, der Garantin, der Hauptzahlstelle und jeder Börse, an der die Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, sowie den Anleihegläubigern gemäß § 13 unverzüglich, aber keinesfalls später als am achten auf dessen Bestimmung folgenden Geschäftstag mitgeteilt wird.	(d)(e)	The Calculation Agent will, on the relevant Interest Determination Date, determine the First Reset Interest Rate, and the Modified Reset Interest Rate <u>and the Following Reset Interest Rate</u> , as applicable, and cause the same to be notified to the Issuer, the Guarantor, the Principal Paying Agent and, if required by the rules of any stock exchange on which the Notes are then listed, to such stock exchange, and to the Noteholders in accordance with § 13 without undue delay, but, in any case, not later than on the eighth Business Day after its determination.

¹ Dies entspricht der ursprünglichen Kreditmarge im Zeitpunkt der Preisfindung.

² This equals the initial credit spread at the time of pricing.

³ Dies entspricht der ursprünglichen Kreditmarge im Zeitpunkt der Preisfindung plus 100 Basispunkte.

⁴ This equals the initial credit spread at the time of pricing plus 100 bps.

⁵ Dies entspricht der ursprünglichen Kreditmarge im Zeitpunkt der Preisfindung plus 25 Basispunkte.

⁶ This equals the initial credit spread at the time of pricing plus 25 bps.

"Geschäftstag" bezeichnet jeden Tag (außer einem Samstag oder Sonntag), an dem das Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET2) geöffnet ist und das Clearing-System Zahlungen in Euro abwickelt.	"Business Day" means any day (other than Saturday or Sunday) on which the Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET2) is open and the Clearing System settles payments in Euro.
(e)(f) Wenn ein Kontrollwechsel-Ereignis (wie in § 6(5)(c) definiert) eintritt und die Emittentin die Schuldverschreibungen nicht insgesamt gemäß § 6(5)(b) an dem Kontrollwechsel-Stichtag (wie in § 6(5)(c) definiert) zurückzahlt, erhöht sich der für die Berechnung der Zinsen ansonsten anwendbare Zinssatz ab dem Kontrollwechsel-Stichtag um zusätzliche 500 Basispunkte per annum. Für den Fall, dass in dem Zeitraum zwischen dem Eintritt des ersten Kontrollwechsel-Ereignisses und dem Tag, an dem die Kontrollwechsel-Mitteilung (wie in § 6(5)(a) definiert) in Bezug auf diesen ersten Kontrollwechsel veröffentlicht wird, mehr als ein Kontrollwechsel-Ereignis eintritt, erhöht sich der für die Berechnung der Zinsen ansonsten anzuwendende Zinssatz jedoch nur einmal.	(e)(f) If a Change of Control Event (as defined in § 6(5)(c)) occurs and the Issuer does not redeem the Notes in whole in accordance with § 6(5)(b) on the Change of Control Effective Date (as defined in § 6(5)(c)), the applicable Rate of Interest will be subject to an additional 500 basis points per annum above the otherwise applicable prevailing Rate of Interest from the Change of Control Effective Date, provided however that, in case more than one Change of Control Event has occurred in the period from the occurrence of the first Change of Control Event to and including the day on which the Change of Control Notice (as defined in § 6(5)(a)) with regard to such first Change of Control Event is published, the otherwise applicable Rate of Interest will only be increased once.
(f)(g) Die Zinsen für einen beliebigen Zeitraum werden auf der Grundlage des Zinstagequotienten berechnet.	(f)(g) Interest for any period of time will be calculated on the basis of the Day Count Fraction.
"Zinstagequotient" bezeichnet bei der Berechnung des Zinsbetrages für eine Schuldverschreibung für einen beliebigen Zeitraum (ab dem ersten Tag dieses Zeitraums (einschließlich) bis zum letzten Tag dieses Zeitraums (ausschließlich)) (der "Zinsberechnungszeitraum"):	"Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last day of such period) (the "Calculation Period"):
(i) wenn der Zinsberechnungszeitraum der Feststellungsperiode entspricht, in die er fällt, oder kürzer als diese ist, die Anzahl von Tagen in dem Zinsberechnungszeitraum dividiert durch die Anzahl von Tagen in der betreffenden Feststellungsperiode; und	(i) if the Calculation Period is equal to or shorter than the Determination Period in which it falls, the number of days in the Calculation Period divided by the number of days in such Determination Period; and

(ii)	wenn der Zinsberechnungszeitraum länger als eine Feststellungsperiode ist, die Summe aus	(ii)	if the Calculation Period is longer than one Determination Period, the sum of:
(A)	der Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in der der Zinsberechnungszeitraum beginnt, dividiert durch die Anzahl der Tage in der betreffenden Feststellungsperiode; und	(A)	the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the number of days in such Determination Period; and
(B)	die Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch die Anzahl der Tage in der betreffenden Feststellungsperiode.	(B)	the number of days in such Calculation Period falling in the next Determination Period divided by the number of days in such Determination Period.
Dabei gilt Folgendes:		Where:	
"Feststellungsperiode" bezeichnet jede Periode ab einem Feststellungstermin (einschließlich), der in ein beliebiges Jahr fällt, bis zum nächsten Feststellungstermin (ausschließlich).		"Determination Period" means each period from and including a Determination Date in any year to but excluding the next Determination Date.	
"Feststellungstermin" bezeichnet jeden 20. Januar.		"Determination Date" means each 20 January.	
Der übrige Teil von § 3 bleibt unverändert.		The remainder of § 3 shall remain unchanged.	
§ 6(4)(b) wird wie folgt geändert:		§ 6(4)(b) will be amended as follows:	
(b)	<i>Ratingagenturereignis, Rechnungslegungsereignis, Steuerereignis.</i>	(b)	<i>Rating Agency Event, Accounting Event, Tax Event.</i>
Wenn		If	
(i)	ein Ratingagenturereignis eintritt; oder	(i)	a Rating Agency Event occurs; or

(ii) ein Rechnungslegungsereignis eintritt; oder	(ii) an Accounting Event occurs; or
(iii) ein Steuerereignis eintritt,	(iii) a Tax Event occurs,
dann ist die Emittentin berechtigt, durch Erklärung gemäß § 6(6) die Schuldverschreibungen (insgesamt und nicht nur teilweise) jederzeit mit Wirkung zu dem in der Erklärung für die Rückzahlung festgelegten Tag zurückzuzahlen. Im Falle einer solchen Erklärung hat die Emittentin die Schuldverschreibungen am festgelegten Rückzahlungstermin (i) zu 101 % des Nennbetrages, falls die Rückzahlung vor dem 20. Juli 2028 erfolgt, und (ii) zum Nennbetrag, falls die Rückzahlung an oder nach dem 20. Juli 2028 erfolgt, jeweils zuzüglich der bis zum Tag der Rückzahlung in Bezug auf die Schuldverschreibungen aufgelaufenen, aber noch nicht bezahlten Zinsen sowie, zur Klarstellung, sämtlicher gemäß § 4(3) fälligen Aufgeschobenen Zinszahlungen, zurückzuzahlen.	the Issuer may, upon giving notice in accordance with § 6(6), call the Notes for redemption (in whole but not in part) at any time with effect as of the date fixed for redemption in the notice. In the case such notice is given, the Issuer will redeem the remaining Notes on the specified redemption date (i) at 101 per cent. of the Principal Amount if the redemption occurs prior to 20 July 2028 and (ii) at the Principal Amount if the redemption occurs on or after 20 July 2028, in each case plus any accrued and unpaid interest on the Notes to but excluding the date of redemption and, for the avoidance of doubt, any Deferred Interest Payments payable pursuant to § 4(3).
Ein "Ratingagenturereignis" tritt ein, wenn entweder:	A "Rating Agency Event" will occur if either:
(x) eine Ratingagentur eine Änderung der Methodologie (wie nachstehend definiert) veröffentlicht, wodurch ein Verlust der Eigenkapitalanrechnung (wie nachstehend definiert) der Schuldverschreibungen eintritt; oder	(x) any Rating Agency publishes any Methodology Change (as defined below), as a result of which a Loss in Equity Credit (as defined below) for the Notes occurs; or
(y) eine Ratingagentur eine Änderung der Methodologie veröffentlicht, die zu einem Verlust der Eigenkapitalanrechnung der Schuldverschreibungen geführt hätte, wenn sich die den Schuldverschreibungen zugeordnete "Eigenkapitalanrechnung" nicht bereits zuvor geändert hätte, weil die Schuldverschreibungen bereits insgesamt oder teilweise refinanziert worden sind; oder	(y) any Rating Agency publishes any Methodology Change which would have resulted in a Loss in Equity Credit for the Notes had the "equity credit" attributed to the Notes not changed previously because the Notes had been partially or fully refinanced; or
(z) die Garantin eine schriftliche Bestätigung von einer Ratingagentur erhalten und diese an die Hauptzahlstelle in Kopie weitergegeben hat, welche besagt, dass aufgrund einer Änderung der Methodologie ein Verlust der Eigenkapitalanrechnung der Schuldverschreibungen eingetreten ist.	(z) the Guarantor has received, and has provided the Principal Paying Agent with a copy of, a written confirmation from any Rating Agency that due to a Methodology Change a Loss in Equity Credit for the Notes has occurred.

Die Emittentin informiert die Anleihegläubiger über das Ratingagenturereignis in der Mitteilung der Rückzahlung (wie oben beschrieben).	The Issuer will inform the Noteholders of such Rating Agency Event in the notice of redemption referred to above.
Dabei gilt Folgendes:	Where:
" Änderung der Methodologie " bezeichnet jede Ergänzung, Klarstellung oder Änderung in der Methodologie, die beschreibt, inwieweit ein Wertpapier insgesamt oder teilweise dem Eigenkapital ähnelt bzw. diesem entspricht (die " Methodologie ") oder der Interpretation der Methodologie	" Methodology Change " means any amendment to, clarification of, or a change in the methodology that describes the extent to which a security fully or partially resembles common equity (the " Methodology ") or the interpretation of the Methodology.
" Ratingagentur " bezeichnet jeweils Moody's, <u>S&P</u> und Fitch, wobei " Moody's " die Moody's Deutschland GmbH oder eine ihrer Nachfolgegesellschaften bezeichnet, " <u>S&P</u> " die <u>S&P Global Ratings Europe Limited</u> oder eine ihrer Nachfolgegesellschaften bezeichnet und " Fitch " die Fitch Ratings Limited oder eine ihrer Nachfolgegesellschaften bezeichnet, oder eine andere durch die Emittentin oder die Garantin bezeichnete Ratingagentur mit internationaler Anerkennung, von der die Emittentin und/oder die Garantin ein beauftragtes Rating erhält, sowie jeweils ihre Tochter- oder Nachfolgegesellschaften.	" Rating Agency " means each of Moody's, <u>S&P</u> and Fitch, where " Moody's " means Moody's Deutschland GmbH or any of its successors, " <u>S&P</u> " means <u>S&P Global Ratings Europe Limited</u> or any of its successors and " Fitch " means Fitch Ratings Limited or any of its successors, or any other rating agency of international standing from which the Issuer and/or the Guarantor receives a solicited rating, as specified from time to time by the Issuer or the Guarantor and, in each case their respective subsidiaries or successors.
Ein " Verlust der Eigenkapitalanrechnung " tritt ein,	A " Loss in Equity Credit " occurs
(x) wenn die Schuldverschreibungen nicht länger ganz oder teilweise in derselben oder einer höheren Kategorie der "Eigenkapitalanrechnung" (oder einer vergleichbaren Beschreibung, die von einer Ratingagentur von Zeit zu Zeit genutzt wird, um zu beschreiben inwieweit die Bedingungen eines Instruments die vorrangigen Verbindlichkeiten der Emittentin unterstützen) zugeordnet sind wie an dem Tag, an dem diese Ratingagentur die Schuldverschreibungen erstmals dieser Kategorie der "Eigenkapitalanrechnung" zugeordnet hat; oder	(x) if the Notes are no longer eligible (in whole or in part) for the same or a higher category of "equity credit" (or such similar nomenclature as may be used by a Rating Agency from time to time to describe the degree to which the terms of an instrument are supportive of the Issuer's senior obligations) assigned to the Notes on the date on which such Rating Agency assigned to the Notes such category of "equity credit" for the first time; or
(y) wenn die Zeitspanne, während der eine Ratingagentur die Schuldverschreibungen einer bestimmten Kategorie der "Eigenkapitalanrechnung" zuordnet, verkürzt wird gegenüber der	(y) if the period of time during which a Rating Agency attributes to the Notes a particular category of "equity credit" would be shortened as compared to the period of time for which such Rating

Zeitspanne, für welche diese Ratingagentur die Schuldverschreibungen dieser Kategorie der "Eigenkapitalanrechnung" an dem Tag zugeordnet hat, an dem diese Ratingagentur die Schuldverschreibungen erstmals dieser Kategorie der "Eigenkapitalanrechnung" zugeordnet hat.	Agency did attribute to the Notes that category of "equity credit" on the date on which such Rating Agency attributed to the Notes such category of "equity credit" for the first time.
Ein "Rechnungslegungsereignis" liegt vor, wenn eine anerkannte Wirtschaftsprüfungsgesellschaft, die im Auftrag der Emittentin oder Garantin handelt, der Emittentin oder der Garantin ein Gutachten übermittelt, wonach aufgrund einer Änderung der Rechnungslegungsgrundsätze oder deren Anwendung (die "Rechnungslegungsänderung"), die am oder nach dem Tag der Begebung der Schuldverschreibungen offiziell übernommen worden ist (der Tag der Übernahme der Rechnungslegungsänderung, nachstehend der "Änderungstag") die durch die Ausgabe der Schuldverschreibungen beschafften Gelder nicht oder nicht mehr als "Eigenkapital" gemäß den International Financial Reporting Standards ("IFRS") bzw. anderen nationalen oder internationalen Rechnungslegungsstandards, die die Garantin für die Erstellung ihrer konsolidierten Abschlüsse anstelle der IFRS anwenden kann, ausgewiesen werden dürfen.	An "Accounting Event" will occur if a recognised accountancy firm, acting upon instructions of the Issuer or the Guarantor, has delivered an opinion to the Issuer or the Guarantor, stating that as a result of a change in accounting principles (or the application thereof) (the "Accounting Change") which has been officially adopted on or after the date of issue of the Notes (such date, the "Change Date") the funds raised through the issuance of the Notes must not or must no longer be recorded as "equity" pursuant to the International Financial Reporting Standards ("IFRS") or any other national or international accounting standards that may replace IFRS for the purposes of drawing up the consolidated financial statements of the Guarantor.
Der Zeitraum, in dem die Emittentin die Rückzahlung der Schuldverschreibungen infolge des Eintretens eines Rechnungslegungsereignisses mitteilen kann, beginnt an dem Änderungstag. Zur Klarstellung, diese Frist umfasst jede Übergangszeit zwischen dem Tag, an dem die Rechnungslegungsänderung offiziell übernommen wird, und dem Tag, an dem sie in Kraft tritt.	The period during which the Issuer may notify the redemption of the Notes as a result of the occurrence of an Accounting Event shall start on the Change Date. For the avoidance of doubt, such period shall include any transitional period between the date on which the Accounting Change is officially published and the date on which it comes into effect.
Ein "Steuerereignis" liegt vor, wenn an oder nach dem Tag der Begebung der Schuldverschreibungen der Emittentin oder der Garantin ein Gutachten einer anerkannten Anwaltskanzlei vorliegt (und die Emittentin oder die Garantin der Zahlstelle eine Kopie davon gibt), aus dem hervorgeht, dass aufgrund einer an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tretenden Gesetzesänderung (oder einer an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tretenden Änderung von darunter erlassenen Bestimmungen und	A "Tax Event" will occur if on or after the date of issue of the Notes an opinion of a recognised law firm has been delivered to the Issuer or the Guarantor (and the Issuer or the Guarantor has provided the Paying Agent with a copy thereof) stating that, as a result of any change in, or amendment to, the laws (or any rules or regulations thereunder) of the country in which the Issuer has its domicile or tax residence, or the country in which the Guarantor has its domicile or tax residence or any of their respective political subdivisions or taxing authorities, or as a result of any change in,

Vorschriften) des Landes, in dem die Emittentin ihren Hauptsitz oder Steuersitz hat oder des Landes, in dem die Garantin ihren Hauptsitz oder Steuersitz hat, oder einer deren jeweiliger Gebietskörperschaften oder Steuerbehörden, oder als Folge einer an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tretenden Änderung der offiziellen Auslegung oder Anwendung solcher Gesetze, Bestimmungen oder Vorschriften durch eine gesetzgebende Körperschaft, ein Gericht, eine Regierungsstelle oder eine Aufsichtsbehörde (einschließlich des Erlasses von Gesetzen sowie der Bekanntmachung gerichtlicher oder aufsichtsrechtlicher Entscheidungen), der Zinsaufwand aus den Schuldverschreibungen von der Emittentin oder der Garantin nicht mehr für Zwecke der Ertragsteuer voll abzugsfähig ist bzw. nicht mehr voll abzugsfähig sein wird und die Emittentin oder die Garantin dieses Risiko nicht abwenden kann, indem sie zumutbare Maßnahmen ergreift, die sie nach Treu und Glauben für angemessen hält.	or amendment to, any official interpretation or application of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination), in each case with such change or amendment becoming effective on or after the date of issue of the Notes, the interest expense in respect of the Notes is no longer, or will no longer be, fully deductible by the Issuer or the Guarantor for income tax purposes, and that risk cannot be avoided by the Issuer or the Guarantor taking such reasonable measures as it (acting in good faith) deems appropriate.
§ 6(5)(c) wird wie folgt geändert:	§ 6(5)(c) will be amended as follows:
(c) Ein "Kontrollwechsel-Ereignis" gilt jedes Mal als eingetreten, wenn	(c) A "Change of Control Event" shall be deemed to have occurred at each time if
(i) nach dem Begebungstag der Schuldverschreibungen ein Kontrollwechsel (wie nachstehend definiert) eingetreten ist; und	(i) a Change of Control (as defined below) occurs after the issue date of the Notes; and
(ii) ein Negatives Ratingereignis (wie in § 6(5)(d) definiert) eintritt, und zwar nach Eintritt des Kontrollwechsels bzw. in den Fällen gemäß § 6(5)(d)(i)(B) und § 6(5)(d)(i)(C), aufgrund des Kontrollwechsels.	(ii) a Negative Rating Event (as defined in § 6(5)(d)) occurs after the occurrence and, in the cases of § 6(5)(d)(i)(B) and § 6(5)(d)(i)(C) below, as a result of the Change of Control.
Dabei gilt Folgendes:	Where
(i) Vor dem Business Combination Closing (ausschließlich) und (ii) zum Zeitpunkt des Business Combination Closings sofern zu diesem Zeitpunkt kein Senior-Anleihen Investment Grade Rating Status besteht, bedeutet "Kontrollwechselergebnis <u>Kontrollwechsel</u>" dass	(i) Prior to the Business Combination Closing (excluding) and (ii) on the Business Combination Closing in case at such time no Senior Notes Investment Grade Rating Status exists "Change of Control Event" means
(i) an oder nach dem Begebungstag der Schuldverschreibungen, aber vor dem Zeitpunkt eines Qualifizierten IPO die BASF SE, Ludwigshafen am Rhein, Deutschland ("BASF") und die Letterone	(i) on or after the issue date of the Notes but prior to the date of a Qualified IPO, BASF SE, Ludwigshafen am Rhein, Germany ("BASF") and Letterone Holdings S.A., Luxembourg

Holdings S.A., Luxemburg (" Letterone Holdings ") (ob unmittelbar oder mittelbar über irgendeine Person) zusammen nicht mehr wirtschaftliche Eigentümer von mindestens 51 % der Stammgeschäftsanteile bzw. Stammaktien der Garantin sind; dies gilt mit der Maßgabe, dass kein Kontrollwechsel eintritt, wenn BASF alleine mindestens 51 % der Stammgeschäftsanteile bzw. Stammaktien der Garantin hält; oder	("Letterone Holdings") (whether directly or indirectly through any person) together cease to hold beneficially a minimum of 51 per cent. of the ordinary company shares or shares of the Guarantor, provided that no Change of Control shall occur if BASF individually holds a minimum of 51 per cent. of the ordinary company shares or shares in the Guarantor; or
(ii) zum oder nach dem Zeitpunkt eines Qualifizierten IPO ein Ereignis eintritt, durch das eine oder mehrere Person(en) (außer einer börsennotierten Holdinggesellschaft der Garantin und außer BASF (oder eines ihrer Tochterunternehmen)), die entweder alleine oder gemeinsam im Sinne von § 2 Absatz 5 WpÜG handeln, unmittelbar oder mittelbar einen Stimmrechtsanteil von mehr als 50% an der Garantin erwerben, wobei der Stimmrechtsanteil nach § 34 Absatz 1 und 2 WpHG berechnet wird.	(ii) on or after the date of a Qualified IPO, the occurrence of any event pursuant to which one or more person(s) (other than any listed Holding Company of the Guarantor and other than BASF (or any of its subsidiaries)) acting either individually or acting in concert within the meaning of § 2(5) of the German Securities Acquisition and Take Over Act (<i>Wertpapiererwerbs- und Übernahmegesetz-WpÜG</i>) acquire(s) directly or indirectly more than 50 per cent. of the voting rights of the Guarantor, provided that the share of voting rights shall be calculated pursuant to § 34 paragraphs (1) and (2) WpHG.
" Kontrollwechsel-Stichtag " bezeichnet folgenden von der Emittentin in der Kontrollwechsel-Mitteilung festgelegten Tag:	" Change of Control Effective Date " means the following date fixed by the Issuer in the Change of Control Notice:
(i) Falls zum betreffenden Zeitpunkt nicht-nachrangige Fremdkapitalinstrumente der Emittentin, der Garantin oder einer anderen Gesellschaft unter einer Garantie der Emittentin oder der Garantin ausstehen, ist " Kontrollwechsel-Stichtag " (x) frühestens der fünfte Geschäftstag nach dem Tag, an dem solche Wertpapiere aufgrund einer Kündigung der Inhaber dieser Wertpapiere wegen des gleichen Kontrollwechsel-Ereignisses (oder eines vergleichbaren Konzepts) fällig werden können, aber in jedem Fall (y) spätestens der 60. Tag nach Veröffentlichung der Kontrollwechsel-Mitteilung	(i) If at the relevant time any senior debt instruments of the Issuer, the Guarantor or another entity benefiting from a guarantee of the Issuer or the Guarantor are outstanding, " Change of Control Effective Date " means (x) the fifth Business Day following the date on which such securities may become payable due to put notices of the holders of such securities in respect of the same Change of Control Event (or a similar concept) at the earliest but in any event (y) the 60th day following the publication of the Change of Control Notice at the latest.

(ii) Falls zum betreffenden Zeitpunkt keine nicht-nachrangigen Fremdkapitalinstrumente der Emittentin, der Garantin oder einer anderen Gesellschaft unter einer Garantie der Emittentin oder der Garantin ausstehen, ist "Kontrollwechsel-Stichtag" ein Geschäftstag, der nicht weniger als 20 und nicht mehr als 60 Tage nach Bekanntmachung der Kontrollwechsel-Mitteilung liegen darf.	(ii) If at the relevant time no senior debt instruments of the Issuer, the Guarantor or another entity benefiting from a guarantee of the Issuer or the Guarantor are outstanding, "Change of Control Effective Date" means a Business Day which falls not less than 20 nor more than 60 days after publication of the Change of Control Notice.
"Kontrollwechselzeitraum" bezeichnet den Zeitraum von 120 Tagen ab dem Stichtag (ausschließlich).	"Change of Control Period" means the period ending 120 days from but excluding the Record Date.
"Holdinggesellschaft" bedeutet in Bezug auf eine Gesellschaft oder ein Unternehmen, jede andere Gesellschaft oder jedes andere Unternehmen, dessen Tochtergesellschaft es ist.	"Holding Company" means in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary.
"Qualifizierter IPO" bezeichnet eine erstmalige Börsenzulassung der Gesamtheit oder eines Teils der Aktien der Garantin oder einer Holdinggesellschaft der Garantin (deren einziger wesentliche Vermögensgegenstand die unmittelbare oder mittelbare Beteiligung an der Garantin ist) an einer international anerkannten Wertpapierbörse oder eine andere Emission im Wege eines Börsengangs oder eines öffentlichen Angebots oder unter entsprechenden Umständen in Bezug auf die Garantin oder eine Holdinggesellschaft der Garantin.	"Qualified IPO" means an initial listing of all or part of the share capital of the Guarantor or any Holding Company of the Guarantor (whose only principal asset is the direct or indirect ownership in the Guarantor) on any internationally recognised stock exchange or any other issue by way of flotation or public offering or any equivalent circumstances in relation to the Guarantor or any Holding Company of the Guarantor.
"WpHG" bezeichnet das Wertpapierhandelsgesetz in seiner jeweils gültigen Fassung.	"WpHG" means the German Securities Trading Act (<i>Wertpapierhandelsgesetz - WpHG</i>) as amended from time to time.
(i) Zum Zeitpunkt des Business Combination Closings sofern zu diesem Zeitpunkt ein Senior-Anleihen Investment Grade Rating Status vorhanden ist, und (ii) nach dem Business Combination Closing bedeutet "Kontrollwechselereignis Kontrollwechsel" dass ein Ereignis eintritt, durch das eine oder mehrere Person(en) (außer (x) BASF (oder eines ihrer Tochterunternehmen) und außer (y) einer Holdinggesellschaft wie in Section 1159 des Companies Act of 2006 in der geltenden Fassung definiert sofern die Gesellschafter einer solchen Holdinggesellschaft dieselben oder im Wesentlichen dieselben sind wie die bereits zuvor bestehenden Gesellschafter der Garantin), entweder alleine oder gemeinsam ("acting in concert")	(i) On the Business Combination Closing in case at this time a Senior Notes Investment Grade Rating Status exists, and (ii) after the Business Combination Closing "Change of Control Event" means the occurrence of any event pursuant to which one or more person(s) acting either individually or acting in concert (as defined in the UK's City Code on Takeovers and Mergers) (other than (x) BASF (or any of its subsidiaries) and other than (y) a holding company (as defined in Section 1159 of the Companies Act of 2006 as amended) whose shareholders are or are to be substantially similar to the pre-existing shareholders of the Guarantor), shall become interested (within the meaning of Part 22 of the Companies Act 2006 as

wie im UK City Code on Takeovers and Mergers definiert) ein wirtschaftliches Interesse erwirbt ("becomes interested" gemäß der Bedeutung dieses Begriffs in Teil 22 des Companies Act 2006 in der geltenden Fassung) in (A) mehr als 50% der ausstehenden bzw. zugeteilten Stammaktien der Garantin, oder (B) Aktien am Kapital der Garantin auf welche mehr als 50% der Stimmrechtsanteile fallen, die typischerweise in der Hauptversammlung der Garantin ausübbar sind.	amended) in (A) more than 50 per cent. of the issued or allotted ordinary share capital of the Guarantor or (B) shares in the capital of the Guarantor carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Guarantor.
"Senior-Anleihen Investment Grade Rating Status" bezeichnet den Fall, dass die Senior-Schuldverschreibungen der Wintershall Dea Finance B.V. (einer Schwestergesellschaft der Emittentin) am Business Combination Closing über zumindest ein Investment Grade Rating (d.h. mindestens "BBB-" durch S&P oder Fitch oder "Baa3" durch Moody's oder ein korrespondierendes Rating einer anderen Ratingagentur) verfügen.	"Senior Notes Investment Grade Rating Status" means that at the Business Combination Closing the senior notes of Wintershall Dea Finance B.V. (a sister company of the Issuer) are assigned at least one investment grade credit rating (i.e. at least "BBB-" by S&P or Fitch or "Baa3" by Moody's or such other equivalent rating as may be assigned by any other rating agency).
§ 6(5)(d) wird wie folgt geändert:	§ 6(5)(d) will be amended as follows:
(d) Ein "Negatives Ratingereignis" gilt im Hinblick auf einen zuvor eingetretenen Kontrollwechsel als eingetreten, wenn innerhalb des Kontrollwechselzeitraums (wie in § 6(5)(c) definiert):	(d) A "Negative Rating Event" shall be deemed to have occurred in respect of a Change of Control if within the Change of Control Period (as defined in § 6(5)(c)):
(i)	(i)
(A) für den Fall, dass die nichtnachrangigen Fremdkapitalinstrumente der Garantin am Stichtag über kein Rating von einer Ratingagentur (wie nachstehend definiert) verfügen, keine einzige Ratingagentur ein Investment Grade Rating (d.h. mindestens "BBB-" durch Fitch oder <u>S&P</u> oder "Baa3" durch Moody's oder ein korrespondierendes Rating einer anderen Ratingagentur) für die nichtnachrangigen Fremdkapitalinstrumente der Garantin vergibt; oder	(A) in case, on the Record Date, no credit rating from any Rating Agency (as defined below) is assigned to the senior debt instruments of the Guarantor and no single Rating Agency assigns an investment grade credit rating (i.e. at least "BBB-" by Fitch <u>or S&P</u> or "Baa3" by Moody's or such other equivalent rating as may be assigned by any other Rating Agency) to the senior debt instruments of the Guarantor; or
(B) für den Fall, dass die nichtnachrangigen Fremdkapitalinstrumente der Garantin am	(B) in case, on the Record Date, no investment grade credit rating is assigned to the senior debt

	Stichtag zwar über kein Investment Grade Rating aber über ein oder mehrere (mit Zustimmung der Emittentin erteilte) Non-Investment Grade Ratings ("BB+" durch Fitch <u>oder S&P</u> oder "Ba1" durch Moody's oder ein korrespondierendes Rating einer anderen Ratingagentur oder gleichwertig oder schlechter) verfügen, eine der Ratingagenturen ihr jeweiliges Rating um einen oder mehrere Punkte (zur Erläuterung: "BB+" nach "BB" bzw. "Ba1" nach "Ba2" entspricht einem Punkt) absenkt, wobei kein Negatives Ratingereignis eintritt, wenn dieses Rating anschließend während des Kontrollwechselzeitraums durch diese Ratingagentur auf das ursprüngliche oder ein besseres Rating angehoben wird; oder	instruments of the Guarantor but one or more non-investment grade credit ratings ("BB+" by Fitch <u>or S&P</u> or "Ba1" by Moody's or such other equivalent rating as may be assigned by any other Rating Agency, or equivalent, or worse) are assigned to the senior debt instruments of the Guarantor (with the consent of the Issuer), any of the Rating Agencies downgrades its respective credit rating by one or more notches (for illustration, "BB+" to "BB" or "Ba1" to "Ba2" being one notch), provided that no Negative Rating Event occurs if such credit rating is subsequently and during the Change of Control Period reinstated to its earlier or a better credit rating by such Rating Agency; or
(C)	für den Fall, dass die nichtnachrangigen Fremdkapitalinstrumente der Garantin am Stichtag über ein oder mehrere Investment Grade Ratings verfügen, eine der Ratingagenturen ihr Investment Grade Rating (d.h. mindestens "BBB-" durch Fitch oder S&P oder "Baa3" durch Moody's oder ein korrespondierendes Rating einer anderen Ratingagentur) (i) zurückzieht oder (ii) von einem Investment Grade Rating auf ein non-Investment Grade Rating ("BB+" durch Fitch <u>oder S&P</u> oder "Ba1" durch Moody's oder ein korrespondierendes Rating einer anderen Ratingagentur oder gleichwertig oder schlechter) herabstuft, wobei kein	(C) in case, on the Record Date, one or more investment grade credit ratings are assigned to the senior debt instruments of the Guarantor, any of the Rating Agencies (i) withdraws or (ii) downgrades such investment grade credit rating (i.e. at least "BBB-" by Fitch <u>or S&P</u> or "Baa3" by Moody's or such other equivalent rating as may be assigned by any other Rating Agency) to a non-investment grade credit rating ("BB+" by Fitch or S&P or "Ba1" by Moody's or such other equivalent rating as may be assigned by any other Rating Agency, or equivalent, or worse), provided that no Negative Rating Event occurs if such credit rating is subsequently reinstated

	Negatives Ratingereignis eintritt, wenn dieses Rating anschließend während des Kontrollwechselzeitraums durch die jeweilige Ratingagentur auf das ursprüngliche oder ein besseres Investment Grade Rating angehoben wird oder (im Falle einer Zurückziehung) das betreffende Rating durch das Investment Grade Rating einer anderen Ratingagentur ersetzt wird; und	and during the Change of Control Period to its earlier or a better investment grade credit rating by such Rating Agency or (in the case of a withdrawal) replaced by an investment grade credit rating from any other Rating Agency; and
(ii) die jeweilige Ratingagentur bei ihrer Entscheidung zur Herabstufung oder Zurücknahme eines Kreditratings gemäß § 6(5)(d)(i)(B) und § 6(5)(d)(i)(C) öffentlich bekannt gibt oder schriftlich bestätigt, dass diese Entscheidung(en) ganz oder teilweise aufgrund des Eintritts des Kontrollwechsels erfolgte(n).	(ii) in making any decision to downgrade or withdraw a credit rating pursuant to § 6(5)(d)(i)(B) and § 6(5)(d)(i)(C) above, the relevant Rating Agency announces publicly or confirms in writing that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control.	
Falls die nicht-nachrangigen Fremdkapitalinstrumente der Garantin zum Stichtag über ein Rating von mehr als einer Rating Agentur verfügen, von denen mindestens eines ein Investment Grade Rating ist, findet § 6(5)(d)(i)(C) Anwendung.	If on the Record Date the senior debt instruments of the Guarantor carry a rating from more than one Rating Agency, at least one of which is investment grade, then § 6(5)(d)(i)(C) will apply.	
Falls sich die von Moody's oder <u>S&P</u> oder Fitch verwendeten Rating-Kategorien gegenüber denen, die in § 6(5)(d) beschrieben werden, ändern sollten, wird die Emittentin diejenigen Rating-Kategorien von Moody's bzw. <u>S&P</u>, Fitch bestimmen, die den früheren Rating-Kategorien von Moody's bzw. <u>S&P</u> Fitch möglichst nahekommen. § 6(5)(d) ist dann entsprechend auszulegen.	If the rating designations employed by any of Moody's or <u>S&P</u> or Fitch are changed from those which are described in § 6(5)(d) above, the Issuer shall determine the rating designations of Moody's or <u>S&P</u> or Fitch (as appropriate) as are most equivalent to the prior rating designations of Moody's or <u>S&P</u> or Fitch and § 6(5)(d) shall be construed accordingly.	
Der übrige Teil von § 6 bleibt unverändert.	The remainder of § 6 shall remain unchanged.	
Der den Anleihebedingungen nachfolgende Text (der nicht Teil der Anleihebedingung ist), wird wie folgt geändert:	The language scheduled to the Terms and Conditions (that does not form part of the Terms and Conditions) shall be amended as follows:	
<i>The Guarantor intends (but is not obliged to ensure) that until the Second Reset Date, to the extent that the Notes provide the Issuer with "equity credit" for rating purposes by Fitch, to redeem or repurchase the Notes only to the extent they are replaced with instruments that provide equivalent Fitch equity credit (or such other nomenclature that Fitch may then use to describe the degree to which an instrument exhibits the characteristics of an ordinary share). The intention above does not provide for any claim for Noteholders nor does it create any legal obligation for the Issuer or the Guarantor.</i>		

Customary exceptions apply as to the Issuer's replacement intention including that the Issuer or Guarantor does not intend to replace the Notes:

The Issuer and the Guarantor each intends (without thereby assuming a legal obligation), that if it redeems the Notes or repurchases some or all of the Notes, it will so redeem or repurchase the Notes only to the extent that the part of the aggregate principal amount of the Notes to be redeemed or repurchased does not exceed such part of the net proceeds received by the Issuer, the Guarantor or any Subsidiary of the Issuer or Guarantor from the sale or issuance by the Issuer, the Guarantor or such Subsidiary to third party purchasers (other than group entities of the Issuer or the Guarantor) of securities which are assigned by S&P an aggregate "equity credit" (or such other nomenclature used by S&P from time to time) that is equal to or greater than the "equity credit" that was first assigned to the Notes by S&P (but taking into account any changes in hybrid capital methodology or the interpretation thereof since the issuance of the Notes), unless:

- (i) the long-term corporate rating (or such similar nomenclature then used by S&P) assigned by S&P to the Guarantor is at least the same as or higher than the long-term corporate credit rating assigned to the Guarantor on the date of the most recent additional hybrid issuance (excluding any refinancing transaction of the hybrid securities which were assigned a similar "equity credit" by S&P or such similar nomenclature then used by S&P) and the Guarantor is of the view that such rating would not fall below this level as a result of such redemption or repurchase; or
- (ii) in the case of a repurchase or redemption, taken together with relevant repurchases or redemptions of other hybrid securities issued directly or indirectly by the Guarantor, such repurchase or redemption is of less than (i) 10 per cent. of the aggregate principal amount of the outstanding hybrid securities issued directly or indirectly by the Guarantor in any period of 12 consecutive months or (ii) 25 per cent. of the aggregate principal amount of the outstanding hybrid securities issued directly or indirectly by the Guarantor in any period of 10 consecutive years, provided that such repurchase or redemption has no materially negative effect on the Issuer's or Guarantor's credit profile; or
- (iii) (i) if the Notes are not required to support the credit profile of the Issuer or the Guarantor compared to the credit profile as of the issue date of the Notes; or assigned an "equity credit" (or such similar nomenclature then used by S&P) at the time of such redemption or repurchase; or
- (iv) ~~(ii) the Notes are redeemed pursuant to a Rating Agency Event, an Accounting Event, a Gross-up Event, a Tax Event, a Gross-up Event, an Accounting Event, minimal outstanding principal amount or a Change of Control Event has occurred and some or all of the Notes left or in case of minimal outstanding are redeemed or purchased principal amount; or~~
- (v) in the case of a repurchase or redemption, such repurchase or redemption relates to an aggregate principal amount of Notes which is less than or equal to the excess (if any) above the maximum aggregate principal amount of the outstanding hybrid securities issued directly or indirectly by the Guarantor to which S&P then assigns equity content under its prevailing methodology; or
- (vi) such redemption or repurchase occurs on or after 20 January 2049.

Terms used but not defined in the above paragraphs shall have the same meaning as that set out in the Conditions.

RISK FACTORS RELATED TO THE CONSENT SOLICITATION

None of the Solicitation Agents, the Tabulation Agent or the Scrutineer (or their respective directors, officers, employees, affiliates or agents) makes any representation or recommendation whatsoever regarding this Consent Solicitation Memorandum or the Consent Solicitation, and none of the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent or the Scrutineer (or their respective directors, officers, employees, affiliates or agents) makes any recommendation as to whether Holders should vote on the proposed Amendment relating to the Terms and Conditions of the Notes. Holders are urged to evaluate carefully all information included in this Consent Solicitation Memorandum, consult with their own legal, investment and tax advisors and make their own decision whether to provide their consent to the Amendment.

Before making a decision with respect to the Consent Solicitation, Holders should carefully consider, in addition to the other information contained in this Consent Solicitation Memorandum, the following:

If the Amendment becomes effective, all Notes will be subject to the terms of, and each Holder of the Notes will be bound by, the Amendment.

If the Amendment of the Notes becomes effective, all Holders of the Notes will be bound by the Amendment, whether or not such Holder delivered a Vote or otherwise affirmatively approved or objected to the Amendment for the Notes. Once the Amendment becomes effective, Holders that do not participate in the Voting for the Notes or do not vote in favour of the Amendment will not be entitled to any rights of appraisal or similar rights of dissenters with respect to the adoption of the Amendment for the Notes.

As a general rule, Holders will be unable to revoke their Consent Instructions and Voting Forms.

Any Voting Instructions and Consent Instructions received by the Tabulation Agent and any Voting Forms received by the Scrutineer may, generally, not be revoked by Holders.

The Issuer may extend the timeline of or terminate the Consent Solicitation.

The Issuer may, at its sole discretion, at any time prior to the beginning of the Voting Period extend the timeline of or terminate the Consent Solicitation for any reason.

Holders may experience delays in receiving the Resolution Fee.

Holders may be required to wait for an extended period of time before receiving the Resolution Fee; in particular, the Resolution Fee is only paid after the Amendment becomes effective on the Resolution Effective Date. In addition, Holders will not receive the Resolution Fee at all if (i) the Consent Solicitation is terminated, withdrawn or otherwise not consummated, (ii) the Conditions for Implementation have not been fulfilled, (iii) the Conditions for Effectiveness are not fulfilled or validly waived, or (iv) the Issuer and the Guarantor do not consent to the implementation of the Amendment. In addition, only such Holders who have validly delivered a vote (yes, no or abstention) during the Voting Period will receive a Resolution Fee.

For each Participating Holder who votes through the Tabulation Agent, the Guarantor, on behalf of the Issuer, will cause payment of the Resolution Fee to the Clearing System for delivery to Participating Holders. Payment to the Clearing System or to its order shall to the extent of amounts so paid constitute the discharge of the Issuer from its obligation to pay the Resolution Fee. Participating Holders who vote through the Tabulation Agent shall have no right to claim payment of the Resolution Fee in any other way of payment. In addition, once the payment of the Resolution Fee by the Guarantor, on behalf of the Issuer, is made, the actual receipt by the Holder of such Resolution Fee depends on when the relevant Custodian forwards such payment to the Holder. Each Participating Holder not voting through the Tabulation Agent must provide the Guarantor with payment instructions on a form of instruction that is available from the Guarantor in order to receive the Resolution Fee.

In addition, once the payment of the Resolution Fee by the Guarantor, on behalf of the Issuer, is made, the actual receipt by the Holder of such Resolution Fee depends on when the relevant Custodian forwards such payment to the Holder.

The Resolution Fee will only be paid to Holders who meet the conditions set out in this Consent Solicitation Memorandum. No Resolution Fee will be paid to Sanctions Restricted Persons. The Issuer and the Guarantor reserve the right to refrain from paying the Resolution Fee in such cases where, in the opinion of the Issuer, the Guarantor or their legal advisers, a payment would be unlawful.

Notes of Holders that register to participate in a Voting will be blocked from trading through the Clearing Systems until and including the last day of the Voting Period.

In order to participate in a Voting, Holders are required to submit certain documents in respect of their Notes, including a Special Proof and Blocking Confirmation issued by the relevant Custodian by no later than the Registration and Instruction Deadline. The Blocking Confirmation will include a confirmation by the relevant Custodian that the respective Notes are not transferable during the period from the date of the Special Proof until the last day (inclusive) of the Voting Period. In the period of time during which Notes are blocked from trading pursuant to the foregoing procedures for registration for, and participation in, the Voting, Holders may be unable to promptly liquidate their Notes or timely react to adverse trading conditions and could suffer losses as a result of these restrictions on transferability.

Holders will be responsible for assessing the merits of the Consent Solicitation and complying with the procedures of the Consent Solicitation.

Each Holder is responsible for assessing the merits of the Consent Solicitation. None of the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent or the Scrutineer has made or will make any assessment of the merits of the Consent Solicitation or of the impact of the Consent Solicitation on the interests of the Holders either as a class or as individuals. Furthermore, the Holders are solely responsible for complying with all of the procedures for participating in the Consent Solicitation, including submission of Consent Instructions and the registration for Voting and submission of Votes to the Scrutineer. None of the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent or the Scrutineer assumes any responsibility for informing Holders of any irregularities with respect to the registration or any Votes delivered.

No third-party determination has been or will be obtained that the Consent Solicitation and the Resolution Fee are fair to Holders.

The Issuer has not retained and does not intend to retain any unaffiliated representative to act solely on behalf of the Holders for purposes of negotiating the terms of the Consent Solicitation or preparing a report concerning the fairness of the Consent Solicitation. The future value of the Notes following the Consent Solicitation may not equal or exceed the value of the Notes prior to the Consent Solicitation. Also, the Issuer has not obtained and will not obtain a fairness opinion from any financial advisor about the fairness to the Issuer or to Holders of the Resolution Fee to be received by Holders in connection with the Consent Solicitation.

The Consent Solicitation may be subject to legal challenge during the statutory contestation period.

In accordance with Section 20 SchVG, each Holder of Notes has the right to contest any Amendment passed in the Voting in respect of the Notes within one month after the results of the Voting have been announced to the Holders. In order to be eligible to file a contestation claim with the competent court, Holders that have participated in the Voting have to object in writing to the results of the Voting. Such objection must be addressed to and received by the Scrutineer within two weeks following the announcement of the results. A contestation claim can be based on a breach of law or of the Terms and Conditions of the Notes. In the case of a successful contestation claim, a court will declare the Amendment void and no Resolution Fee will be paid.

The completion of the Consent Solicitation may be delayed or may not occur at all.

The Issuer is not obligated to complete the Consent Solicitation, which is conditional on, among other things, the achievement of the Requisite Quorum, the receipt of the Requisite Consents, the expiration of the statutory contestation period under the SchVG, and the absence of any outstanding contestation proceeding with respect to the Consent Solicitation and/or the Amendment (or, if a contestation claim has been filed, after the settlement of such claim or after the contestation claim, or decision(s) of the competent Higher Regional Court in accordance with the SchVG that the filing of the claims does not preclude enforcement of the contested resolution). Even if the Consent Solicitation is completed, it may not be completed on the schedule described in this Consent Solicitation Memorandum. Furthermore, the Issuer or its affiliates may become involved in litigation by Holders or other third parties challenging the terms or validity of the Consent Solicitation. While the Issuer believes that the Consent Solicitation is in compliance with applicable law, the Terms and Conditions and any other existing financing arrangements, the Issuer and their affiliates may not prevail in such litigation. Any litigation may lead to possible delay, amendment,

withdrawal or termination of the Consent Solicitation. Accordingly, Holders may not receive the Resolution Fee or may be required to wait for an extended period of time before receiving the Resolution Fee.

Credit ratings may not reflect all risks.

Upon the implementation of the Consent Solicitation, it is expected that the rating of the Notes remains unchanged. One or more other credit rating agencies may from time to time release unsolicited credit ratings reports in relation to the Notes without the consent or knowledge of the Issuer or the Guarantor. There can be no assurance that such rating will not differ from, or will not be lower than, the indicative, preliminary ratings provided by Moody's, Fitch and S&P. The Issuer and the Guarantor do not have any control over such reports or analyses and any adverse credit rating of the Notes could adversely affect the value of the Notes. The rating may not reflect the potential impact of all risks related to structure, market, the additional factors discussed above, and other factors that may affect the value of the Notes. Furthermore, a credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

THE CONSENT SOLICITATION

General

The Terms and Conditions of the Notes provide that, in accordance with the SchVG, the Holders of the Notes may, by majority resolution, agree with the Issuer on amendment of the Terms and Conditions with regard to matters permitted by the SchVG. According to the Terms and Conditions, resolutions of Holders have to be passed by a majority of not less than 50% plus one vote of the votes cast, unless a higher majority is required under mandatory provisions of statutory law, or the Terms and Conditions provide for a higher majority. In accordance with the SchVG, certain resolutions – such as the proposed Amendment – require a majority of 75% of the votes cast. Each Holder shall participate in the Voting in accordance with the nominal amount of the Notes held by such Holder.

Each note in the amount of EUR 100,000 shall count as one Vote. Adoption of the Amendment requires the consent of at least 75% of the Votes cast ("**Requisite Consents**"). In order to have a quorum to validly conduct the Voting, it is required under the SchVG that Holders representing at least 50% of the aggregate outstanding principal amount of the Notes participate in the Voting (the "**Requisite Quorum**").

If the Scrutineer determines, after the expiration of the Voting Period, that the Requisite Quorum was not met in respect of the Notes, a (physical) Noteholder Meeting may be convened for the purpose of repeating the voting on the Amendment. Such a meeting shall be deemed a "second Holders' meeting" within the meaning of the Terms and Conditions of the Notes and the SchVG and shall have a quorum if the persons present at the meeting represent at least 25% of the aggregate outstanding principal amount of the Notes.

Any Consent Instructions submitted by the Holders to the Tabulation Agent in relation to the Vote without Meeting will remain valid for the second Holders' meeting unless revoked by the Holders after the end of the Voting Period. Any Votes submitted directly to the Scrutineer would need to be submitted again in order to be cast at the second Holders' meeting.

The Issuer will publish the results of the Voting as soon as reasonably possible after the end of the Voting Period via press release on the website of the Guarantor. The results will further be published in the Federal Gazette (*Bundesanzeiger*) and on the website of the Luxembourg Stock Exchange at www.luxse.com (previously www.bourse.lu) in accordance with §13 of the Terms and Conditions.

Conditions for Implementation

The following Conditions for Implementation must be satisfied in respect of the Amendment of the Notes:

- The participation of the Requisite Quorum;
- The receipt of the Requisite Consents to such Amendment; and
- The expiration of the statutory contestation period of one month under section 20, para. 3, sentence 1 of the SchVG and the absence of any outstanding contestation proceeding with respect to the Consent Solicitation and/or such Amendment at such time, or if a contestation claim has been filed by a Holder, after the settlement of the contestation claim or decision(s) of the competent Higher Regional Court in accordance with the SchVG that the filing of the claims does not preclude enforcement of the contested resolution.

Effectiveness of the Amendment

Once the Conditions for Implementation for the Notes have been met, the Amendment of the Notes will be implemented once the Issuer declares its consent to the adopted Amendment. Such consent will be granted once the statutory contestation period of one month under Section 20 para. 3 sentence 1 SchVG has expired for the Amendment for the Notes provided that no contestation claim is pending with respect to the Amendment at such time, or if one or more contestation claims against the Amendment have been filed, after the conclusion or cessation of all contestation proceedings or decision(s) of the competent Higher Regional Court that the filing of the claim does not preclude enforcement of the contested resolution.

However, even if all the conditions set out above are satisfied or waived, the Issuer and the Guarantor reserve the right, in their sole and absolute discretion, to only agree to the Amendment in relation to the Notes, if the Issuer and the Guarantor determine that the Requisite Consents and the Requisite Quorum for the Notes

have been reached without counting Votes cast by Holders who are U.S. persons (as such term is used in Regulation S under the Securities Act) in order to ensure compliance with applicable U.S. securities law and regulatory requirements.

If the Amendment becomes effective for the Notes, they will be binding on all Holders and their successors and transferees, whether or not such Holders consented to the Amendment or participated in the Voting. See *"Risk Factors Related to the Consent Solicitation - If the Amendment becomes effective, all Notes will be subject to the terms of, and each Holder of the Notes will be bound by, such Amendment"* below.

If any of the Conditions for Implementation or Conditions for Effectiveness are not satisfied or validly waived, then the Amendment will not become effective.

The Issuer will procure the implementation of the resolution approving the Amendment as soon as practical after the fulfilment of the Conditions for Implementation and the fulfillment or valid waiver of the Conditions for Effectiveness.

The Amendment for the Notes will become effective once the amended Terms and Conditions have been filed with the common safekeeper for Clearstream and Euroclear and have been attached to the global note of the Notes in accordance with section 21 SchVG.

The Issuer intends to make a public announcement once the Amendment has become effective.

Termination or Modification of the Consent Solicitation

Notwithstanding anything to the contrary set forth in this Consent Solicitation Memorandum, the Issuer reserves the right, in its sole discretion, subject to applicable law and certain contractual restrictions, at any time prior to the beginning of the Voting Period, to: (i) terminate the Consent Solicitation for any reason, and/or (ii) modify the Consent Solicitation in any manner. The Issuer will promptly disclose such termination or modification in a public announcement.

Without limiting the manner in which the Issuer may choose to make a public announcement of any termination or modification of the Consent Solicitation, the Issuer shall have no obligation to publish, advertise, or otherwise communicate any such public announcement, other than by making a timely announcement to Holders and complying with any applicable notice provisions of the Terms and Conditions and the SchVG.

In the event the Consent Solicitation is abandoned or terminated prior to the beginning of the Voting Period, no Resolution Fee will be paid.

Counter motions and Requests for Additional Resolution Items

Each Holder of Notes is entitled to submit own counter motions (*Gegenanträge*) regarding the resolution items to be voted on in the Voting for the Notes pursuant to this Consent Solicitation Memorandum (the **"Counter motions"**). Any Counter motion submitted by a Holder prior to the beginning of the Voting Period will promptly be made available by the Issuer under <https://deals.is.kroll.com/harbourenergy-consent> to all Holders up to the end of the Voting Period.

One or more Holders holding together not less than 5% of the outstanding aggregate principal amount of the Notes may request that new items are published for resolution in respect to the Notes (the **"Requests for Additional Resolution Items"**). Requests for Additional Resolution Items should be submitted in a timely manner in accordance with the provisions of the SchVG in order to ensure that they are received by the Issuer prior to the beginning of the Voting Period so they can be published by the Issuer in the Federal Gazette (*Bundesanzeiger*) no later than the third day before the start of the Voting Period, *i.e.* no later than May 14, 2025, 24.00 CEST. Accordingly, Requests for Additional Resolution need to be received by the Issuer before 24.00 CEST on May 14, 2025 and will be published on <https://deals.is.kroll.com/harbourenergy-consent> and the Guarantor's website under <https://www.harbourenergy.com/investors/corporate-bond-and-credit-ratings/information-for-noteholders/> and in the German electronic Federal Gazette (*Bundesanzeiger*).

Counter motions and Requests for Additional Resolution Items shall be submitted to the Scrutineer via Text Form at its contact details set forth on the back cover of this Consent Solicitation Memorandum prior to the commencement of the Voting Period, as described above. Counter motions and Requests for Additional

Resolution Items should be accompanied by a Special Proof evidencing the status as Holder and (in the case of a Request for Additional Resolution Items) the 5% quorum in respect of the Notes.

Resolution Fee

In the event that the Conditions for Implementation are fulfilled and the Amendment is effective, the Guarantor, on behalf of the Issuer, will make a one-time cash payment equal of EUR 150 per EUR 100,000 principal amount (i.e. 0.15%) of the Notes on the Resolution Fee Payment Date to such Holders who have validly delivered a vote (yes, no or abstention) in the Voting for the Notes during the Voting Period in relation to the proposed Amendment (or a potential Issuer supported Countermotion). The Guarantor, on behalf of the Issuer, intends to pay the Resolution Fee to eligible Holders who have voted via the Tabulation Agent within five Business Days following the Resolution Effective Date. The Resolution Effective Date is the date on which the Amendment becomes effective pursuant to section 21 SchVG. The Issuer will procure the implementation of the resolution approving the Amendment as soon as practical after the fulfilment of all Conditions for Implementation and the fulfilment or valid waiver of the Conditions for Effectiveness.

Interest will not accrue on or be payable with respect to the Resolution Fee.

Payment of the Resolution Fee will be made by the Guarantor, on behalf of the Issuer, without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Guarantor is required by applicable law to deduct or to withhold any such taxes, duties or charges. In that event the Guarantor, on behalf of the Issuer, will not be obliged to make any additional payments to the Holder in respect of such withholding or deduction.

Each Holder not voting through the Tabulation Agent must provide the Guarantor with payment instructions on a form of instruction that is available from the Guarantor in order to receive the Resolution Fee.

No Resolution Fee will be paid if (i) the Consent Solicitation is terminated, withdrawn or otherwise not consummated, (ii) the Conditions for Implementation in respect of the Notes are not fulfilled, (iii) the Conditions for Effectiveness are not fulfilled or validly waived, or (iv) the Issuer does not consent to the implementation of the Amendment.

The Resolution Fee will only be paid to Holders who meet the conditions set out in this Consent Solicitation Memorandum. No Resolution Fee will be paid to Sanctions Restricted Persons. The Issuer and the Guarantor reserve the right to refrain from paying the Resolution Fee in such cases where, in the opinion of the Issuer, the Guarantor or their legal advisers, a payment would be unlawful.

Know Your Customer Procedure

A payment of the Resolution Fee to Holders who do not vote via the Tabulation Agent will only be made if the relevant Holder provides the Guarantor with the information necessary for the Issuer to conduct a Know-Your-Customer ("KYC") procedure.

The Issuer will specify the individual documents and information required to be provided to each Holder upon request. The Guarantor may set a deadline for the provision of the information. If the KYC process cannot be completed to the satisfaction of the Guarantor, on behalf of the Issuer, no payment of the Resolution Fee will be made to the relevant Holder.

For the avoidance of doubt, the execution of a KYC procedure is only required for Holders who do not vote via the Tabulation Agent. In order to facilitate a swift payment of the Resolution Fee, it is recommended that Holders vote via the Tabulation Agent.

Contestation Right of Holders

In accordance with the SchVG, each Holder of Notes has the statutory right to contest any resolution adopted by the Holders within one month after publication of the resolution in accordance with the provisions of the SchVG. In order to be eligible to file a contestation claim with the competent court, Holders that participated in the Voting have to object in writing to the result of the Voting within two weeks following the publication of the resolutions in accordance with the provisions of the SchVG. A contestation claim can be based on a breach of law or the Terms and Conditions.

Requests for Assistance

Requests for assistance in completing and delivering Votes or any documents related to the Consent Solicitation and requests for additional copies of this Consent Solicitation Memorandum and other relevant documents may be directed to the Tabulation Agent at its contact details set forth on the back page of this Consent Solicitation Memorandum. Holders may also contact their broker, dealer, commercial bank, custodian, trust company or other nominee for assistance concerning the Consent Solicitation.

Additional Terms of the Consent Solicitation

1. All communications, payments, notices, certificates, or other documents to be delivered to or by a Holder will be delivered at the Holder's own risk. None of the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent or the Scrutineer shall accept any responsibility for failure of delivery of any communications, payments, notices, certificates, or other documents.
2. All delivered Votes shall be deemed to be made on the terms set out in this Consent Solicitation.
3. The Scrutineer may determine the validity of a registration or a delivery of Votes.
4. Holders are solely responsible for complying with all of the procedures for participating in the Consent Solicitation, including timely registration and the submission of Voting Forms to the Scrutineer and Consent Instructions to the Tabulation Agent. To the extent the Scrutineer determines there are any defects or irregularities in connection with the registration or deliveries of Votes, these must be cured prior to the end of the Voting Period. None of the Scrutineer, the Issuer, or any other person shall be under any duty to give notification of any defects or irregularities in a registration or delivery of Votes, nor shall any of them incur any liability for failure to give such notifications. Such registration and delivery of the Votes may be deemed not to have been made until such irregularities have been cured.
5. Without limiting the manner in which the Issuer may choose to make any public announcement, the Issuer shall have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a timely announcement to Holders and complying with any applicable notice provisions of the Terms and Conditions or the SchVG.
6. Each Holder who delivers Votes represents that it is not an affiliate (*verbundenes Unternehmen*) of the Issuer within the meaning of section 271 paragraph 2 of the German Commercial Code (*Handelsgesetzbuch*) and does not hold the Notes for the account of the Issuer or any of its affiliates. In accordance with the SchVG, voting rights are suspended with respect to Notes which are (i) attributable to the Issuer or an affiliate or (ii) held for the account of the Issuer or any of its affiliates.
7. If Holders vote through the Tabulation agent, the submission of a Consent Instruction to the relevant Clearing System shall constitute an agreement, acknowledgement, undertaking, representation and warranty by the Holder and any Direct Participant submitting a Consent Instruction on such Holder's behalf (if applicable) to each of the Issuer, the Solicitation Agents, the Tabulation Agent and the Scrutineer that (i) at the time of submission of the Consent Instruction, (ii) prior to the Registration and Instruction Deadline or a Voting Form and (iii) on the Resolution Fee Payment Date:
 - (a) it acknowledges that it has received and reviewed, understands and accepts the terms, conditions, risk factors, offer and distribution restrictions and other considerations set out in the Consent Solicitation Memorandum;
 - (b) in case of a Direct Participant, by blocking Notes in the relevant Clearing System, it will consent and authorise the relevant Clearing System to provide the Solicitation Agents, the Tabulation Agent, the Scrutineer and their respective legal advisers with details of the identity of the Direct Participant and as long as such Consent Instruction has not been withdrawn in accordance with the terms herein prior to the provision of such details;
 - (c) it acknowledges that none of the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent, the Scrutineer or any of their respective affiliates, directors or employees has made any recommendation as to whether (or how) to vote in respect of the Amendment

and it represents that it has made its own decision with regard to voting in respect of any Amendment based on any legal, tax or financial advice that it has deemed necessary to seek;

- (d) it acknowledges that all authority conferred or agreed to be conferred pursuant to these acknowledgements, representations, warranties and undertakings and every obligation of the Holder submitting a Consent Instruction or a Voting Form in respect of the Amendment shall to the extent permitted by applicable law be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the Holder submitting a Consent Instruction or Voting Form in respect of the Amendment and shall not be affected by, and shall survive, the death or incapacity of the Holder submitting a Consent Instruction or Voting Form in respect of the Amendment, as the case may be;
- (e) it acknowledges that none of the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent, the Scrutineer or any of their respective affiliates, directors or employees has given it any information with respect to any Consent Solicitation save as expressly set out in the Consent Solicitation Memorandum and any notice in relation thereto, and that none of them has made any recommendation to it as to whether or how it should vote in respect of the Amendment and that it has made its own decision with regard to voting in respect of any Amendment based on any legal, tax or financial advice it has deemed necessary to seek;
- (f) it acknowledges that no information has been provided to it by the Issuer, the Solicitation Agents, the Tabulation Agent, the Scrutineer or any of their respective affiliates, directors or employees with regard to the tax consequences to Holders arising from any Amendment, or from the receipt of the Resolution Fee and hereby acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in any Consent Solicitation and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuer, the Solicitation Agents, the Tabulation Agent, the Scrutineer or any of their affiliates, directors or employees or any other person in respect of such taxes and payments;
- (g) it acknowledges that (i) it will be paid any cash amounts owed to it (if any) in euro and (ii) such cash amounts will be deposited by or on behalf of the Issuer with the relevant Clearing System in accordance with this Consent Solicitation Memorandum and that such deposit will be good discharge for the Issuer;
- (h) it acknowledges that the Solicitation Agents may submit Consent Instructions for its own account as well as on behalf of other Holders;
- (i) it has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from it, in each respect, in connection with any Consent Solicitation Consent Instruction or Voting Form, in any jurisdiction and that it has not taken or omitted to take any action in breach of these representations or which will or may result in the Scrutineer or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with any Consent Solicitation, Consent Instruction or Voting Form;
- (j) it has full power and authority to submit a Consent Instruction or a Voting Form to vote;
- (k) any Consent Instruction or Voting Form delivered by it in respect of the Amendment is made upon the terms and subject to the conditions of the Consent Solicitation. In case of a Consent Instruction, it acknowledges that the submission of a valid Consent Instruction in favour of the Amendment to the relevant Clearing System and the Tabulation Agent in accordance with the standard procedures of the relevant Clearing System constitutes its written consent to the Amendment;

- (l) it agrees to ratify and confirm each and every act or thing that may be done or effected by the Issuer, any of its directors or any person nominated by the Issuer in the proper exercise of his or her powers and/or authority hereunder;
- (m) in case of a Consent Instruction, it agrees to do all such acts and things as shall be necessary and execute any additional documents deemed by the Issuer to be desirable, in each case to perfect any of the authorities expressed to be given hereunder;
- (n) in case of a Consent Instruction, it will, upon request, execute and deliver any additional documents and/or do such other things deemed by the Issuer to be necessary or desirable to effect delivery of the Consent Instructions related to the Notes or to evidence such power and authority;
- (o) it is not a person from whom it is unlawful to seek approval of the Amendment, to receive the Consent Solicitation Memorandum or otherwise to participate in the Consent Solicitation;
- (p) all communications, payments or notices to be delivered to or by a Holder will be delivered at its own risk;
- (q) in case of a Consent Instruction, the terms and conditions of the Consent Solicitation shall be deemed to be incorporated in, and form a part of, the Consent Instruction which shall be read and construed accordingly and that the information given by or on behalf of the Holder in the Consent Instruction is true and will be true in all respects at the time of the Voting;
- (r) in case of a Consent Instruction, it holds and will hold, the Notes specified in the Consent Instruction in the account(s) specified in the Consent Instruction. It further hereby represents, warrants and undertakes that, in accordance with the procedures of Clearstream, or Euroclear as the case may be, and by the deadline required by Clearstream or Euroclear it has irrevocably instructed Clearstream or Euroclear as the case may be to block such Notes with effect on and from the date of the Consent Instruction so that, at any time until the earlier of (i) the date on which the Consent Solicitation is terminated, withdrawn or otherwise not consummated and (ii) the last day (inclusive) of the Voting Period, i.e., May 21, 2025, 24.00 CEST, no transfers of such Notes may be effected; and it hereby represents, warrants and undertakes that it has delivered an individual, matching blocking instruction in respect of the Notes specified in the Consent Instruction to Clearstream or Euroclear as the case may be and has ensured that the blocking instruction can be allocated to such Notes;
- (s) it is not a Sanctions Restricted Person;
- (t) each Consent Instruction and each submitted Voting Form (as the case may be) is made on the Terms and Conditions set out in this Consent Solicitation Memorandum; and
- (u) each Consent Instruction and each Voting Form is being submitted in compliance with all applicable laws and/or regulations of the jurisdiction in which the Holder is located and/or in which it is resident and no registration, approval or filing with any regulatory authority of such jurisdiction is required in connection with each such Consent Instruction and each Voting Form.

If the Holder is unable to give any of the representations and warranties described above, such Holder should contact the Tabulation Agent.

- 8. Save as otherwise provided herein, any announcement given to a Holder in connection with the Consent Solicitation will be deemed to have been duly given if delivered by the Tabulation Agent for onward transmission through the Clearing Systems. All notices will be given or published in accordance with the Terms and Conditions.
- 9. Each Holder submitting a Consent Instruction or a Voting Form in accordance with its terms agrees to indemnify and hold harmless on an after-tax basis, the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent, the Scrutineer, and any of their respective affiliates, directors or

employees against all and any losses, costs, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the representations, warranties and/or undertakings given pursuant to, such Consent Instruction or Voting Forms.

10. None of the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent, the Scrutineer or any of their respective affiliates, directors or employees makes any recommendation as to whether or not to accept any Consent Solicitation or otherwise to exercise any rights in respect of the Notes. Holders must make their own decision with regard to submitting Consent Instructions or Voting Form in respect of the Amendment.
11. All questions as to the validity, form and eligibility of any Consent Instruction or Voting Form (including the time of receipt or the compliance of such Consent Instruction or Voting Form with all applicable laws and regulations, including any regulations published by a Sanctions Authority) or revocation or revision thereof or delivery of Consent Instructions or Voting Form will be determined by the Scrutineer, in its sole discretion, subject to applicable law, which determination will be final and binding. Subject to applicable law, the Scrutineer's interpretation of the terms and conditions of the Consent Solicitation and its determination of the validity, form and eligibility of any Consent Instruction or Voting Form shall be final and binding. No alternative, conditional or (subject to the terms herein) contingent Consent Instructions or Voting Forms will be accepted. Subject to applicable law, the Scrutineer may: (i) in its absolute discretion reject any Consent Instruction or Voting Form submitted by a Holder or (ii) in its absolute discretion elect to treat as valid a Consent Instruction or Voting Form, in both cases, not complying in all respects with the terms of the Consent Solicitation or if the Holder does not comply with all the subsequent requirements of these terms whereby such determination will be final and binding.
12. Unless waived by the Scrutineer any irregularities in connection with any Consent Instruction or Voting Form must be cured within such time as the Scrutineer shall in its absolute discretion determine. None of the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent, the Scrutineer or any of their respective affiliates, directors or employees or any other person will be under any duty to give notification of any defects or irregularities in such Consent Instruction or Voting Form, nor will any of such entities or persons incur any liability for failure to give such notification.
13. If the Holders vote through the Tabulation Agent, if any communication (whether electronic or otherwise) addressed to the Scrutineer or the Tabulation Agent is communicated on behalf of a Holder by an attorney-in-fact, custodian, trustee, administrator, director or officer of a corporation or any other person acting in a fiduciary or representative capacity (other than a Direct Participant in its capacity as such), that fact must be indicated in the communication, and a power of attorney or other form of authority, in a form satisfactory to the Scrutineer, must be delivered to the Tabulation Agent by the end of the Voting Period. Failure to submit such evidence as aforesaid may result in rejection of the acceptance. Neither the Scrutineer nor the Tabulation Agent shall have any responsibility to check the genuineness of any such power of attorney or other form of authority so delivered and may conclusively rely on, and shall be protected in acting in reliance upon, any such power of attorney or other form of authority.
14. None of the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent, the Scrutineer or any of their respective affiliates, directors or employees accepts any responsibility whatsoever for failure of delivery of any Consent Instruction, Voting Form or any other notice or communication or any other action required under these terms. The Scrutineer's determination in respect of any Consent Instruction or Voting Form or any other notice or communication shall be final and binding.
15. If (i) the Conditions for Implementation are not fulfilled or (ii) the Consent Solicitation is terminated prior to the beginning of the Voting Period or (iii) the Conditions for Effectiveness are not fulfilled or validly waived, no Resolution Fee in respect of the Notes will be paid or become payable to Holders. If the Amendment becomes effective, they will bind all current Holders of the Notes and any subsequent Holders, regardless of whether such Holders consented to such Amendment or participated in the Voting.

Solicitation Agents

The Issuer and the Guarantor have retained BofA Securities Europe SA, Citigroup Global Markets Europe AG and HSBC Continental Europe to act as Solicitation Agents in connection with the Consent Solicitation. The Solicitation Agents may contact Holders regarding the Consent Solicitation, and may, subject to the terms of this Consent Solicitation Memorandum, request brokerage houses, custodians, nominees, fiduciaries and others to forward this Consent Solicitation Memorandum, any notice in relation thereto and related materials to Holders. The Issuer and the Guarantor have entered into the Solicitation Agency Agreement, with the Solicitation Agents, which contains certain provisions regarding payment of fees, expense reimbursement and indemnity arrangements relating to the Consent Solicitation.

At any time, the Solicitation Agents may trade Notes for its own account, or for the accounts of its customers, and accordingly, may hold a long or short position in the Notes and may participate in the Voting with respect to the Notes held for its own account or those of its customers. The Solicitation Agents and its affiliates have provided in the past, and are currently providing, other investment banking, commercial banking and/or advisory services to the Issuer or the Guarantor, for which they have received, and expect to receive, customary fees and expenses.

Tabulation Agent

The Guarantor, on behalf of the Issuer, has retained Kroll Issuer Services Limited to act as Tabulation Agent. The Tabulation Agent will answer questions from Holders in respect of the Registration and Voting Forms and Consent Instructions. Questions may be directed to the Tabulation Agent at its contact details set forth on the back cover of the Consent Solicitation Memorandum.

The Tabulation Agent may contact Holders regarding the Consent Solicitation, the registration and the Voting, and may, subject to the terms of this Consent Solicitation Memorandum, request brokerage houses, custodians, nominees, fiduciaries and others to forward this Consent Solicitation Memorandum, any notice in relation thereto and related materials to Holders. The Guarantor has entered into an engagement letter with the Tabulation Agent, which contains certain provisions regarding payment of fees, expense reimbursement and indemnity arrangements relating to the Consent Solicitation.

Scrutineer

The Issuer has appointed the notary public Dr. Christiane Mühe to act as Scrutineer in connection with the Consent Solicitation. The Scrutineer will conduct the Voting. The Scrutineer will determine each Holder's entitlement to vote on the basis of evidence presented and prepare a register of the Holders entitled to vote. The Scrutineer will also take minutes of each Voting and other obligations as required by the SchVG. The Scrutineer will receive a statutory fee for her services. The contact details of the Scrutineer are set forth on the back cover of this Consent Solicitation Memorandum.

Fees and Expenses of the Consent Solicitation

The Guarantor, on behalf of the Issuer, will bear the costs of the Consent Solicitation and pay all fees and expenses in connection with the Consent Solicitation (including the Resolution Fee), except for any fees and expenses incurred by any individual Holder in connection with the Consent Solicitation.

PROCEDURES FOR PARTICIPATING IN THE VOTING

Holders are responsible for complying with all of the procedures for participating in the Voting. None of the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent or the Scrutineer assumes any responsibility for informing Holders of irregularities with respect to compliance with such procedures.

HOLDERS MAY ONLY PARTICIPATE IN A VOTING IN ACCORDANCE WITH THE PROCEDURES SET OUT IN THIS SECTION "*PROCEDURES FOR PARTICIPATING IN THE VOTING*". HOLDERS SHOULD THEREFORE IN PARTICULAR PAY ATTENTION TO THE PROCEDURES SET OUT HEREIN.

Holders who need assistance with respect to any of the procedures for participating in a Voting should contact the Tabulation Agent, the contact details for which are on the last page of this Consent Solicitation Memorandum.

A. Voting

The Voting will be held in accordance with the provisions of the SchVG.

The Issuer has appointed the Scrutineer to conduct the Voting during the Voting Period:

from 0.00 CEST on May 19, 2025
until 24.00 CEST on May 21, 2025.

For more detailed information on the timing please refer to the section "*Indicative Timetable*" above.

For reasons of efficiency, Holders are requested to vote through the Voting Platform (<https://deals.is.kroll.com/harbourenergy-consent>) and submit, or arrange for submission of, Consent Instructions to the Clearing Systems (see "*Voting through the Tabulation Agent*" in this section below). However, Holders may also cast their votes directly by submitting a Voting Form to the Scrutineer (see "*Direct Voting to the Scrutineer*" in this section below). Whether Holders decide to cast their votes directly to the Scrutineer or through the Voting Platform, Holders need to register by no later than the Registration and Instruction Deadline (24.00 CEST on May 14, 2025) (see "*Registration*" in this section below).

B. Registration

In accordance with Section 12 para. 5 of the Terms and Conditions, participation in the Voting is subject to prior registration by Holders which includes the submission of evidence of the Holders' beneficial ownership of their Notes by way of a Special Proof and Blocking Confirmation.

In both cases of (1) and (2) below, Holders need to register before they can vote.

In case (2) below, a Special Proof and Blocking Confirmation prior to the Registration and Instruction Deadline has to be provided to the Scrutineer. Holders who fail to register or in case of (2) below provide a Special Proof and Blocking Confirmation prior to the Registration and Instruction Deadline will not be eligible to vote.

In order to register for a Voting, Holders will need to follow either of the following procedures:

1. Holders wishing to cast their vote via the Tabulation Agent need to register on the Voting Platform (<https://deals.is.kroll.com/harbourenergy-consent>) by no later than the Registration and Instruction Deadline (i.e., by May 14, 2025, 24.00 CEST) and provide the following information: Holder's name, address, and the aggregate principal amount of the Notes credited to such Holder's securities account on such date (the "**Holder Details**").

Upon completion of this step of the registration process, the Voting Platform will generate an email to the Holder confirming that the registration was successfully completed and specifying the Unique Identifier Reference.

2. Holders wishing to cast their vote directly to the Scrutineer need to send their registration in the German or English language, including a Special Proof and Blocking Confirmation, to the address of the Scrutineer as set forth on the back cover of this Consent Solicitation Memorandum by no later than the Registration and Instruction Deadline (i.e., by May 14, 2025, 24.00 CEST).

In order to ensure compliance with U.S. securities laws, Holders will also have to confirm whether or not they are a U.S. person (as such term is used in Regulation S under the Securities Act) as part of the Registration.

Voting through the Tabulation Agent

Holders may cast their Votes in relation to the Notes through the Tabulation Agent acting as their proxy by instructing the Tabulation Agent to vote in favour of or against the Amendment or abstain from voting (the "**Voting Instruction**") on the Voting Platform prior to the Registration and Instruction Deadline. By submitting a valid Voting Instruction, the Holder will appoint the Tabulation Agent as proxy (*Stellvertreter*) to vote in the manner specified in the Voting Instruction at the Voting during the Voting Period.

In addition, a Holder must, by the Registration and Instruction Deadline – in addition to registering on the Voting Platform and giving a Voting Instruction – submit (or procure the submission of) Consent Instruction to the Clearing Systems and procure that the Tabulation Agent receives such Consent Instruction via the Clearing Systems by the Registration and Instruction Deadline.

Each Consent Instruction must contain the following information:

- the Holder Details;
- the aggregate nominal amount of the Notes in respect of which a Holder wishes the Tabulation Agent (or its nominee) to vote as its proxy in respect of the Amendment;
- whether such Holder votes in favour of or against the proposed Amendment to the Notes or abstains from voting;
- the name of the Direct Participant and the securities account number at the relevant Clearing System in which the relevant Notes of the Holder are held; and
- an instruction to immediately block the Notes of the Holder which are the subject of the Consent Instruction in accordance with the procedures set out below in "*Procedures in respect of the Clearing System*".

By submitting a Consent Instruction, the Holders provide the representations and warranties set out in this Consent Solicitation Memorandum. If the Holder has validly (i) registered on the Voting Platform and submitted a Voting Instruction and (ii) submitted a Consent Instruction in due time before the Registration and Instruction Deadline, the Tabulation Agent will cast the vote on behalf of the Holder as instructed in the Voting Instruction during the Voting Period. **For avoidance of doubt, Holders must both submit a Voting Instruction and a Consent Instruction for a vote to be cast on their behalf.**

Separate Consent Instructions must be submitted on behalf of each Holder. The authorisations, instructions and requests described in this paragraph must be irrevocable (see "*No Revocation Rights*" in this section below).

Holders submitting Consent Instructions must also procure that Clearstream or Euroclear blocks the Notes which are the subject of the Consent Instruction in accordance with the procedures set out below in "*Procedures in respect of the Clearing System*".

Only Direct Participants may submit Consent Instructions to the relevant Clearing System.

A Holder choosing to vote through the Tabulation Agent declares that in case a Countermotion (as defined in "Countermotions and Requests for Additional Resolution Items") is submitted by a Holder that is supported by the Issuer, any Voting Instructions submitted by a Holder prior to the

submission of the Countermotion shall remain valid and will be cast by the Tabulation Agent in accordance with the Holder's voting instructions (yes, no or abstention) in relation to the Countermotion.

If a Countermotion is submitted that is not supported by the Issuer, Holders will be given the option to vote either on the Issuer's proposed Amendment or the Countermotion. Any Voting Instructions submitted in relation to the Issuer's proposed Amendment prior to the filing of the Countermotion will remain valid unless revoked by the Holder.

Holders that are not Direct Participants

Each Holder that is not a Direct Participant must arrange for the Direct Participant through which it holds the relevant Notes or for the nominee, custodian, intermediary or person acting in a similar capacity to submit a Consent Instruction to Clearstream or Euroclear, as the case may be, on its behalf to the relevant Clearing System prior to the deadline(s) specified by such Clearing System and so as to be received by the Tabulation Agent prior to the Registration and Instruction Deadline. Holders that are not Direct Participants shall instruct their Custodian to submit a Consent Instruction (including a Special Proof and Blocking Confirmation) in respect of the Amendment, which will instruct the relevant Custodian acting on behalf of the Holder to appoint the Tabulation Agent (or its nominee) as proxy in respect of the Notes in accordance with this Consent Solicitation Memorandum and the Terms and Conditions and the Voting Instruction, by submitting or arranging for the submission of a duly completed and valid Consent Instruction (including a Special Proof and Blocking Confirmation) to the relevant Clearing System in accordance with the requirements of the relevant Clearing System.

Further Details on Consent Instructions

Receipt of such Consent Instruction by Clearstream or Euroclear from a Direct Participant will be acknowledged in accordance with the standard practices of Clearstream, or Euroclear and will result in the blocking of the relevant Notes in the relevant Direct Participant's account with Clearstream or Euroclear so that no transfers may be effected in relation to such Notes (see "*Procedures in respect of the Clearing System*" in this section below and "*Risk Factors Related to the Consent Solicitation – Notes of Holders that register to participate in a Voting will be blocked from trading until and including the last day of the Voting Period*" above).

Clearstream or Euroclear will transmit the Consent Instructions received from Direct Participants, either acting for itself or on behalf of the Holders, electronically to the Tabulation Agent. Upon receipt of such electronic message from Clearstream or Euroclear, the Tabulation Agent will assess whether the Holder Details in such messages correspond to the Holder Details submitted by the Holder to the Tabulation Agent upon registration on the Voting Platform. If the Tabulation Agent, in its reasonable discretion, determines that the details correspond and that it is validly instructed to vote on behalf of the relevant Holder, the Tabulation Agent will cast the votes during the Voting Period on behalf of the Holder as instructed in the Voting Instruction in Text Form to the Scrutineer.

Holders may submit, or procure the submission of, a Consent Instruction at any time prior to the Registration and Instruction Deadline.

Holders are advised to check with any nominee, custodian, intermediary or person acting in a similar capacity for the Holder whether such nominee, custodian, intermediary or person acting in a similar capacity for the Holder would require receipt of instructions to participate in the relevant Voting before the Registration and Instruction Deadline. The deadlines set by each Clearing System for the submission of Consent Instructions may also be earlier than the relevant deadlines specified in this Consent Solicitation Memorandum.

Procedures in respect of the Clearing System

A Holder will, upon submitting a Consent Instruction, or arranging for such Consent Instruction to be submitted by the Custodian, agree that its relevant Notes (i) held in the relevant account of the relevant Custodian will be blocked from the date the relevant Consent Instruction is received by the Custodian and (ii) held in the relevant account in the relevant Clearing System will be blocked

from the date the relevant Consent Instruction is submitted, in each case until the last day (inclusive) of the Voting Period.

By submission of a Consent Instruction each Holder procures that its relevant Notes subject to a Consent Instruction will be blocked in the securities account to which they are credited in the relevant Clearing System with effect as from, and including, the day on which the Consent Instruction is submitted, so that no transfers of such Notes may be effected at any time after such date until the last day (inclusive) of the Voting Period. Such Notes should be blocked in accordance with the procedures of the relevant Clearing System and the deadlines required by the relevant Clearing System. The Tabulation Agent shall be entitled to treat the receipt of a Consent Instruction as a confirmation that such Notes have been so blocked. The Tabulation Agent may require the relevant Clearing System to confirm in writing that such Notes have been blocked with effect as from the date of submission of the Consent Instruction. In the event that the relevant Clearing System fails to provide such confirmation, the Tabulation Agent shall inform the Scrutineer, and the Scrutineer shall be entitled, but not obliged, to reject the Consent Instruction and if rejected, the Vote in respect thereof shall be treated as not having been made.

Direct Participants in Clearstream or Euroclear give authority to Clearstream or Euroclear to disclose their identity to the Solicitation Agents, the Tabulation Agent, the Scrutineer and their respective legal advisers upon submission of a Consent Instruction, and as long as such Consent Instruction has not been validly revoked in accordance with the terms herein prior to the provision of such details.

Representations and Warranties of a Holder

By submitting (or procuring the submission of) a Consent Instruction, each Holder represents and warrants to the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent and the Scrutineer that with effect from, and including, the date on which the Consent Instruction was submitted until the last day (inclusive) of the Voting Period, i.e., May 21, 2025, 24.00 CEST:

- such Notes are, at the time of submission of the Consent Instruction, and will continue to be, held by it or on its behalf at Clearstream or Euroclear; and
- such Notes have been blocked (and will remain blocked) in the securities account to which such Notes are credited in the relevant Clearing System.

C. Direct Voting to the Scrutineer

Each Holder may alternatively cast votes directly to the Scrutineer, either by acting as principal on its own behalf or by appointing a proxy, voting agent or other agent (other than the Tabulation Agent).

Holders may cast their votes by sending a Voting Form in *Text Form* **within** the Voting Period in the German or English language to the address of the Scrutineer as set forth on the back cover of this Consent Solicitation Memorandum.

Holders are requested to use the standard form for voting documents which is contained in this Consent Solicitation Memorandum in Annex 1A (English language) / Annex 1B (German language).

Votes which are received by the Scrutineer prior to or after the Voting Period will be disregarded and will be of no effect. Votes will be also disregarded if a Holder has not registered and has not provided the Special Proof and Blocking Confirmation by no later than the Registration and Instruction Deadline (i.e., by May 14, 2025, 24.00 CEST) (see B.2. above).

Each Holder may be represented by a proxy, voting agent or other agent. Holders wishing to be represented by a proxy, voting agent or other agent are requested to use the Form of Proxy attached to this Consent Solicitation Memorandum as Annex 2A (English language) / Annex 2B (German language). The power of attorney and any instructions given to the proxy by the principal must be in Text Form. The Scrutineer must receive (*zugehen*) the power of attorney by no later than the end of the Voting Period by submitting the power of attorney in Text Form. To the extent applicable, the power of representation of the person issuing the power of attorney shall also be received

by the Scrutineer by no later than the end of the Voting Period. **Votes cast by a proxy, voting agent or other agent (other than the Tabulation Agent) on behalf of a Holder without submitting a power of attorney by the end of the Voting Period may not be considered by the Scrutineer.**

If Holders are represented by legal representatives (e.g., a child by its parents, a ward by its guardian) or by an official administrator (e.g., an insolvency debtor by its insolvency administrator), the legal representative or the official administrator shall prove their statutory power of representation in adequate form (e.g., by means of a copy of the civil status documents (*Personenstandsunterlagen*) or the warrant of appointment (*Bestellungsurkunde*)) in addition to providing proof that the person they represent is a Holder of the Notes.

Holders that are incorporated as corporations, partnerships or other legal entities under German law (e.g., a stock corporation (*Aktiengesellschaft*), a limited liability company (*Gesellschaft mit beschränkter Haftung*), a limited partnership (*Kommanditgesellschaft*), a general partnership (*Offene Handelsgesellschaft*), an entrepreneurial company (*Unternehmergeellschaft*) or a partnership under the German Civil Code (*Gesellschaft bürgerlichen Rechts*)) or under foreign law (e.g., a limited company under English law) are requested to prove the power of representation of their legal representatives and authoris signatories by the end of the Voting Period, in addition to providing proof of the qualification as Holder of the Notes of the entity or partnership they represent. This may be done by submitting a current excerpt from the relevant register (e.g., commercial register (*Handelsregister*), register of associations (*Vereinsregister*)) or by means of another, equivalent certification (e.g., certificate of incumbency, secretary certificate). **Such proof of power of representation is not a condition for accepting participation in the Voting.**

All questions as to the form of documents and validity, form, eligibility (including time of receipt) and acceptance of a Vote will be determined by the Scrutineer, which determination shall be final and binding subject to applicable law.

D. No general Revocation Rights

Any Voting Instruction and Consent Instructions received by the Tabulation Agent and any Voting Forms received by the Scrutineer may generally not be revoked by Holders (unless a Countermotion that is not supported by the Issuer is being filed). A revocation of a cast Vote after receipt shall only be considered if there is good cause prior to the beginning of the Voting Period. See "*Risk Factors Related to the Consent Solicitation – Holders will be unable to revoke their Consent Instructions and Voting Forms and may experience delays in receiving the Resolution Fee.*"

If the Requisite Quorum is not reached at the Voting, any Voting Instruction and Consent Instruction received by the Tabulation Agent shall remain effective unless revoked by the Holder (including for a subsequent (physical) Noteholder Meeting).

TAX CONSEQUENCES

In view of the number of different jurisdictions where tax laws may apply to a Holder, this Consent Solicitation Memorandum does not discuss the tax consequences for Holders arising from the Consent Solicitation or the Amendment or the receipt (where applicable) of the Resolution Fee. Holders are urged to consult their own professional advisers regarding the possible tax consequences of these transactions under the laws of the jurisdictions that apply to them, as well as the possible tax consequences of holding the Notes after the effectiveness of the Amendment. **Holders are liable for their own taxes and have no recourse to the Issuer, the Guarantor, the Solicitation Agents or the Tabulation Agent with respect to any taxes arising in connection with the Consent Solicitation.**

ADDITIONAL DOCUMENTS AVAILABLE

The following documents will be available from the date of this Consent Solicitation Memorandum until the expiration of the Voting Period under <https://deals.is.kroll.com/harbourenergy-consent> and <https://www.harbourenergy.com/investors/corporate-bond-and-credit-ratings/information-for-noteholders/>:

- the convening notice announcing the Consent Solicitation;
- this Consent Solicitation Memorandum;
- the Standard Voting Form (*Stimmabgabeformular*);
- the Form of Proxy (*Stimmrechtsvollmacht*);
- the Standard Blocking Confirmation (*Sperrvermerk*) and;
- the Terms and Conditions.

ANNEX 1A
STANDARD VOTING FORM (ENGLISH LANGUAGE)

[To be submitted only in case of direct voting to the Scrutineer]

To:

Notary Dr. Christiane Mühe
c/ o Funke Mühe Partnerschaft Rechtsanwälte und Notare (FM Notare)
Taunusanlage 17
60325 Frankfurt am Main
Germany

Fax: +49 (0) 69 7079 685 – 55
E-Mail: christiane.muehe@fm-notare.com
(the "Scrutineer")

Reference is made to the Consent Solicitation Memorandum dated April 28, 2025 by Wintershall Dea Finance 2 B.V. (the "Consent Solicitation Memorandum") and the vote without a meeting (*Abstimmung ohne Versammlung*) ("Voting") to be held from 0.00 CEST on May 19, 2025 until 24.00 CEST on May 21, 2025.

VOTING FORM

Terms defined in the Consent Solicitation Memorandum have the same meaning when used in this Voting Form unless given a different meaning in this Voting Form.

A. Important legal information:

Voting Forms must be received by the Scrutineer within the Voting Period commencing 0.00 CEST on May 19, 2025 and ending at 24.00 CEST on May 21, 2025 in Text Form as defined in Section 126b of the German Civil Code (e.g. mail, fax, email) at the address of the Scrutineer mentioned above. Votes which are received by the Scrutineer outside the Voting Period (i.e. before the start and/ or after the End of the Voting Period) are invalid and will not be taken into consideration.

This Voting Form will be updated in the event that one or more counter motions and/ or supplementary proposals are made.

B. Holder Details:

- (a) Name / Company Name: [•]
(b) Address: [•]
(c) Email: [•]

C. Vote

Please check one of the boxes to grant your vote.

Notes
(ISIN: XS2286041947)

Yes
☐

No
☐

Abstention
☐

Signature

Name of signatory:
Title¹:
Date:

☐ Please check this box if you are a U.S. Person (as such term is used in Regulation S under the Securities Act).

¹ Please insert your capacity/position if you are acting on behalf of a Holder which is a company or on behalf of a third person by power of attorney or any other legal power of representation.

Important Information:

The Notes and any new securities resulting from the Consent Solicitations have not been and will not be registered under the U.S. Securities Act of 1933 as amended (the Securities Act) and any such new securities are being offered and sold pursuant to the exemption from the registration requirements of the Securities Act provided by Rule 802, Section 4(a)(2) or Regulation S thereunder.

The Consent Solicitations are made with regard to the Notes of Wintershall Dea Finance 2 B.V., a private company with limited liability (besloten vennootschap) incorporated under Dutch law, guaranteed by Harbour Energy plc, incorporated as public limited liability company organised in Scotland under Scottish law and which is subject to disclosure and procedural requirements by virtue of being a United Kingdom listed company incorporated in Scotland, that are different from those of the United States. Financial statements included in the document, if any, have been prepared in accordance with applicable accounting standards that may not be comparable to the financial statements of United States companies. The Consent Solicitations will be made in the United States in reliance on exemptions from Section 14(e) of the U.S. Securities Exchange Act of 1934, as amended. As a result, the Consent Solicitations will be made in accordance with the applicable regulatory, disclosure and procedural requirements under German law, including with respect to the timetable, settlement procedure and timing of payments, that are different from those applicable under United States domestic tender offer procedures and law. It may be difficult for Holders to enforce their rights and any claim Holders may have arising under the federal securities laws, since the Issuer is located in non-U.S. jurisdictions, and some or all of its officers and directors may be residents of non-U.S. jurisdictions. Holders may not be able to sue the Issuer or their respective officers or directors in a non-U.S. court for violations of the U.S. securities laws. It may be difficult to compel the Issuer and their respective affiliates to subject themselves to a U.S. court's judgement.

This Voting Form must be received by the Scrutineer within the Voting Period commencing at 0.00 CEST on May 19, 2025 and ending at 24.00 CEST on May 21, 2025 in text form as defined in Section 126b of the German Civil Code (e.g. mail, fax, email) at the address mentioned above. Votes which are received by the Scrutineer outside the Voting Period (i.e. before the start and/ or after the End of the Voting Period) are invalid and will not be taken into consideration.

The following documents must be attached to this Voting Form as evidence of eligibility to participate in the Vote Without Meeting or must be sent separately to the Scrutineer:

- **Blocking Confirmation**
- Completed and signed **Form of Proxy** if the Holder is represented by a third party in the Voting

Please take into consideration the information regarding procedure, participation terms, voting rights, evidences, authorisations, counter motions and supplementary proposals as set out in the Consent Solicitation Memorandum which is published in the German Federal Gazette (Bundesanzeiger) or can be obtained at no cost, by contacting the Tabulation Agent, whose contact details are shown at the end of the Consent Solicitation Memorandum, or on the Voting Platform as set out in the Consent Solicitation Memorandum.

We kindly ask that representatives of Holders who are legal entities or partnerships under German law or foreign law evidence their power of representation by submitting a current excerpt from a relevant register or other equivalent confirmation. In addition, we kindly request that legal representatives (e.g. parents acting as representatives for their children, guardians acting as representatives for their wards) or an official administrator (e.g. an insolvency administrator) evidence their statutory power of representation.

ANNEX 1B
MUSTER – STIMMABGABEFORMULAR (GERMAN LANGUAGE)

[Nur für die direkte Stimmabgabe an die Abstimmungsleiterin auszustellen]

An:

Frau Dr. Christiane Mühe, Notarin
c/ o Funke Mühe Partnerschaft Rechtsanwälte und Notare (FM Notare)
Taunusanlage 17
60325 Frankfurt am Main
Deutschland

Fax: +49 (0) 69 7079 685 – 55

E-Mail: christianae.muehe@fm-notare.com
(the "Abstimmungsleiterin")

Es wird auf die Aufforderung zur Stimmabgabe der Wintershall Dea Finance 2 B.V. vom 28. April 2025 (das "Memorandum") sowie auf die Abstimmung ohne Versammlung, die von 0:00 Uhr MESZ am 19. Mai 2025 bis 24:00 Uhr MESZ am 21. Mai 2025 stattfinden werden, Bezug genommen.

STIMMABGABEFORMULAR

Sofern nicht abweichend in diesem Stimmabgabeformular definiert, haben im Memorandum definierte Begriffe bei ihrer Verwendung in diesem Stimmabgabeformular dieselbe Bedeutung.

A. Wichtige rechtliche Hinweise:

Stimmabgabeformulare müssen innerhalb des Abstimmungszeitraums, der um 0:00 Uhr MESZ am 19. Mai 2025 beginnt und um 24:00 Uhr MESZ am 21. Mai 2025 endet, bei der Abstimmungsleiterin in Textform, wie in § 126b BGB definiert, d. h. per Post, Telefax oder E-Mail unter der vorstehend genannten Adresse der Abstimmungsleiterin eingehen. Stimmabgaben, die bei der Abstimmungsleiterin außerhalb (also vor Beginn oder nach dem Ende) des Abstimmungszeitraums eingehen, sind ungültig und werden nicht berücksichtigt.

Dieses Stimmabgabeformular wird in dem Fall aktualisiert, dass Gegen- oder Ergänzungsanträge gestellt werden.

B. Gläubiger-Angaben:

- (a) Name/Firma: [•]
- (b) Anschrift: [•]
- (c) E-mail: [•]

C. Ausübung des Stimmrechts

Bitte kreuzen Sie eines der Kästchen an, um Ihre Stimme abzugeben.

Notes

(ISIN: XS2286041947)

Ja

☐

Nein

☐

Enthaltung

☐

Unterschrift

Name des Unterzeichnenden:

Titel¹:

Datum:

☐ Bitte kreuzen Sie dieses Kästchen an, wenn Sie eine U.S.-Person sind (wie dieser Begriff in Regulation S des Securities Act verwendet wird).

¹ Angabe, in welcher Eigenschaft / Funktion Sie im Namen eines Gläubigers, bei dem es sich um eine juristische Person handelt, oder im Namen eines Dritten aufgrund einer Vollmacht oder sonstigen Vertretungsbefugnis handeln.

Wichtige Hinweise:

Die Schuldverschreibungen sowie alle aus der Aufforderung zur Stimmabgabe herrührenden Wertpapiere wurden und werden nichtgemäß des U.S.-Wertpapiergesetzes von 1933 (das Wertpapiergesetz) in der jeweils geltenden Fassung registriert, und all jene neuen Wertpapiere werden im Sinne der Befreiungsregelung der Registrierungsanforderungen gemäß Rule 802, Section 4(a)(2) oder Regulation S des Wertpapiergesetzes angeboten und verkauft.

Die Aufforderung zur Stimmabgabe erfolgt in Bezug auf Schuldverschreibungen der Wintershall Dea Finance 2 B.V., einer Gesellschaft mitbeschränkter Haftung (besloten vennootschap) nach niederländischem Recht gegründet, garantiert durch die Harbour Energy plc, einer Aktiengesellschaft, die in Schottland nach schottischem Recht gegründet wurde, und die als börsennotiertes Unternehmen des Vereinigten Königreichs mit Sitz in Schottland bestimmten Offenlegungs- und Verfahrensvorschriften unterliegt, die sich von denen in den Vereinigten Staaten unterscheiden. Sofern das Dokument Finanzinformationen enthält, wurden diese im Einklang mit den geltenden Rechnungslegungsstandards erstellt, die möglicherweise nicht mit Finanzinformationen von U.S. amerikanischen Unternehmen vergleichbar sind. Die Aufforderung zur Stimmabgabe erfolgt in den Vereinigten Staaten auf Grundlage von Befreiungen nach Section 14(e) des US Securities Exchange Act in der jeweils geltenden Fassung. Dementsprechend wird die Aufforderung zur Stimmabgabe in Übereinstimmung mit den anwendbaren regulatorischen, offenlegungs- sowie verfahrensrechtlichen Anforderungen nach deutschem Recht erfolgen, einschließlich in Bezug auf den Zeitplan, die Abwicklungsverfahren sowie die Zeitpunkte der Zahlungen, die sich von in den Vereinigten Staaten anwendbaren inländischen Angebotsverfahren und Gesetzen unterscheiden. Für die Gläubiger können sich Schwierigkeiten bei der Durchsetzung ihrer Rechte und Ansprüche aus den jeweiligen nationalen Wertpapiergesetzen ergeben, da die Emittentin außerhalb der U.S.-Jurisdiktion ansässig sind und einige bis alle ihrer Führungskräfte und Organmitglieder außerhalb der U.S.-Jurisdiktion ansässig sein können. Die Gläubiger können die Emittentin oder ihre jeweiligen Führungskräfte und Organmitglieder möglicherweise nicht vor einem U.S.-amerikanischen Gericht wegen Verstößen der U.S.-amerikanischen Wertpapiergesetze verklagen. Ferner kann es sich schwierig gestalten, die Emittentin und ihre jeweiligen verbundenen Unternehmen zu zwingen, sich dem Urteil eines U.S.-Gerichts zu unterwerfen.

Dieses Abstimmungsformular muss innerhalb des Abstimmungszeitraums, der um 0:00 Uhr MESZ am 19. Mai 2025 beginnt und um 24:00 Uhr MESZ am 21. Mai 2025 endet, bei der Abstimmungsleiterin in Textform, wie in § 126b BGB definiert, d. h. per Post, Telefax oder E-Mail unter der vorstehend genannten Adresse eingehen. Stimmabgaben, die bei der Abstimmungsleiterin außerhalb (also vor Beginn oder nach dem Ende) des Abstimmungszeitraums eingehen, sind ungültig und werden nicht berücksichtigt.

Die nachstehend aufgeführten Dokumente sind diesem Abstimmungsformular als Nachweis für die Berechtigung zur Teilnahme an der Abstimmung ohne Versammlung als Anlage beizufügen oder mit separater Post an die Abstimmungsleiterin zu übersenden.

- **Sperrvermerk**
- Ausgefüllte und unterzeichnete **Stimmrechtsvollmacht** bei Vertretung des Gläubigers in der Abstimmung ohne Versammlung durch einen Dritten

Bitte berücksichtigen Sie die im Memorandum enthaltenen Hinweise zum Abstimmungsverfahren, zu den Teilnahmebedingungen, den Stimmrechten, Nachweispflichten und Ermächtigungen sowie zu Gegen- und Ergänzungsanträgen; das Memorandum wird im Bundesanzeiger veröffentlicht und kann gebührenfrei beim Tabulation Agent (dessen Kontaktdaten am Ende des Memorandums angegeben sind) angefordert oder von der Voting Platform heruntergeladen werden, wie im Memorandum angegeben.

Vertreter von Gläubigern, bei denen es sich um juristische Personen oder Personengesellschaften nach deutschem oder ausländischem Recht handelt, müssen ihre Vertretungsbefugnis durch Vorlage eines aktuellen Auszugs aus dem betreffenden Gesellschaftsregister oder einer entsprechenden Bestätigung nachweisen. Gesetzliche Vertreter (wie beispielsweise stellvertretend für ihre Kinder handelnde Eltern, stellvertretend für ihre Mündel handelnde Vormunde) oder amtlich bestellte Verwalter (wie beispielsweise Insolvenzverwalter) müssen ihre gesetzliche Vertretungsmacht durch Vorlage der entsprechenden Dokumente nachweisen (z. B. Ernennungsurkunde im Falle eines Insolvenzverwalters).

ANNEX 2A
FORM OF PROXY (ENGLISH LANGUAGE)

To:

Notary Dr. Christiane Mühe
c/ o Funke Mühe Partnerschaft Rechtsanwälte und Notare (FM Notare)
Taunusanlage 17
60325 Frankfurt am Main
Germany

Fax: +49 (0) 69 7079 685 – 55
E-Mail: christiane.muehe@fm-notare.com
(the "Scrutineer")

Reference is made to the Consent Solicitation Memorandum dated April 28, 2025 by Wintershall Dea Finance 2 B.V. (the "Consent Solicitation Memorandum") and the vote without a meeting (*Abstimmung ohne Versammlung*) ("Voting") to be held from 0.00 CEST on May 19, 2025 until 24.00 CEST on May 21, 2025.

POWER OF ATTORNEY

issued by

name: _____¹

address: _____²

as a **HOLDER** of the Notes.

¹ Please insert name / company name of Holder

² Please insert address / registered seat of Holder

Terms defined in the Consent Solicitation Memorandum have the same meaning when used in this Form of Proxy unless given different meaning in this Form of Proxy.

I/ We authorise

[Name / Company name of the Representative]

With address / seat at

As ("**Representative**")

to represent me / us in the Voting with the right to delegate the power of attorney and to exercise my / our voting rights at any such Voting. The Representative is released from the restrictions of Section 181 of the German Civil Code.

In case of doubt this power of attorney shall be interpreted extensively.

This power of attorney is governed and construed in accordance with the laws of the Federal Republic of Germany.

Name of signatory:

Title³:

Date:

³Please insert your capacity / position if you are acting on behalf of a Holder which is a company or on behalf of a third person by power of attorney or any other legal power of representation.

(see the following page for important information)

Important information:

This power of attorney must be submitted to and received by the Scrutineer by 24:00 CEST on May 14, 2025 at the latest in Text Form as defined in Section 126b of the German Civil Code (e.g. mail, fax, email) at the address mentioned above.

Please take into consideration the information regarding procedure, participation terms, voting rights, evidences, authorisations, countermotions and supplementary proposals as set out in the Consent Solicitation Memorandum which is published in the German Federal Gazette (Bundesanzeiger) or can be obtained at no cost, by contacting the Tabulation Agent, whose contact details are shown at the end of the Consent Solicitation Memorandum, or on the Voting Platform as set out in the Consent Solicitation Memorandum.

We kindly request that representatives of Holders who are legal entities or partnerships under German law or foreign law evidence their power of representation by submitting a current excerpt from a relevant register or other equivalent confirmation.

In addition, we kindly request that legal representatives (e.g. parents acting as representatives for their children, guardians acting as representatives for their wards) or an official administrator (e.g. an insolvency administrator) evidence their statutory power of representation by submitting adequate documentation (e.g. the certificate of appointment in the case of an insolvency administrator).

The Notes and any new securities resulting from the Consent Solicitations have not been and will not be registered under the U.S. Securities Act of 1933 as amended (the Securities Act) and any such new securities are being offered and sold pursuant to the exemption from the registration requirements of the Securities Act provided by Rule 802, Section 4(a)(2) or Regulation S thereunder.

The Consent Solicitations are made with regard to the Notes of Wintershall Dea Finance 2 B.V., a private company with limited liability (besloten vennootschap) incorporated under Dutch law, guaranteed by Harbour Energy plc, incorporated as public limited liability company organised in Scotland under Scottish law and which is subject to disclosure and procedural requirements by virtue of being a United Kingdom listed company incorporated in Scotland, that are different from those of the United States. Financial statements included in the document, if any, have been prepared in accordance with applicable accounting standards that may not be comparable to the financial statements of United States companies. The Consent Solicitations will be made in the United States in reliance on exemptions from Section 14(e) of the U.S. Securities Exchange Act of 1934, as amended. As a result, the Consent Solicitations will be made in accordance with the applicable regulatory, disclosure and procedural requirements under German law, including with respect to the timetable, settlement procedure and timing of payments, that are different from those applicable under United States domestic tender offer procedures and law. It may be difficult for Holders to enforce their rights and any claim Holders may have arising under the federal securities laws, since the Issuer is located in non-U.S. jurisdictions, and some or all of its officers and directors may be residents of non-U.S. jurisdictions. Holders may not be able to sue the Issuer or their respective officers or directors in a non-U.S. court for violations of the U.S. securities laws. It may be difficult to compel the Issuer and their respective affiliates to subject themselves to a U.S. court's judgement.

ANNEX 2B
MUSTER - STIMMRECHTSVOLLMACHT (GERMAN LANGUAGE)

[Nur für die direkte Stimmabgabe an die Abstimmungsleiterin auszustellen]

An:

Frau Dr. Christiane Mühe, Notarin
c/ o Funke Mühe Partnerschaft Rechtsanwälte und Notare (FM Notare)
Taunusanlage 17
60325 Frankfurt am Main
Deutschland

Fax: +49 (0) 69 7079 685 – 55
E-Mail: christiane.muehe@fm-notare.com
(the "Abstimmungsleiterin")

Es wird auf die Aufforderung zur Stimmabgabe der Wintershall Dea Finance 2 B.V. vom 28. April 2025 (das "Memorandum") sowie auf die Abstimmung ohne Versammlung (die "Abstimmung"), die von 0:00 Uhr MESZ am 19. Mai 2025 bis 24:00 Uhr MESZ am 21. Mai 2025 stattfinden werden, Bezug genommen.

VOLLMACHT
erteilt durch
Name: _____¹
Anschrift: _____²
als GLÄUBIGER der Schuldverschreibungen.

¹ Name / Firma der Gläubiger

² Anschrift / Geschäftssitz des Gläubigers

Sofern nicht abweichend in dieser Stimmrechtsvollmacht definiert, haben im Memorandum definierte Begriffe bei ihrer Verwendung in dieser Stimmrechtsvollmacht dieselbe Bedeutung.

Ich / Wir ermächtige(n) hiermit

[Name / Firma des Stimmrechtsvertreters]

Wohnsitz / Geschäftssitz

als ("Stimmrechtsvertreter")

mit der Befugnis, mich / uns bei der Abstimmung zu vertreten, mit dem Recht, Untervollmacht zu erteilen und meine / unsere Stimmrechte auf solche Abstimmung auszuüben. Der Stimmrechtsvertreter ist von den Beschränkungen des § 181 BGB befreit.

Im Zweifelsfall ist diese Vollmacht im weitestmöglichen Umfang auszulegen.

Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland und ist entsprechend auszulegen.

Name des Unterzeichnenden:

Titel³:

Datum:

³Angabe, in welcher Eigenschaft / Funktion Sie im Namen eines Gläubigers, bei dem es sich um eine juristische Person handelt, oder im Namen eines Dritten aufgrund einer Vollmacht oder sonstigen Vertretungsbefugnis handeln.

Wichtige Hinweise:

Diese Vollmacht muss spätestens um 24:00 MESZ am 14. Mai 2025 bei der Abstimmungsleitung in Textform, wie in § 126b BGB definiert, d. h. per Post, Telefax oder E-Mail unter der vorstehend genannten Adresse eingehen.

Bitte berücksichtigen Sie die im Memorandum enthaltenen Hinweise zum Abstimmungsverfahren, zu den Teilnahmebedingungen, den Stimmrechten, Nachweispflichten und Ermächtigungen sowie zu Gegen- und Ergänzungsanträgen; das Memorandum wird im Bundesanzeiger veröffentlicht und kann gebührenfrei beim Tabulation Agent (dessen Kontaktdaten am Ende des Memorandums angegeben sind) angefordert oder von der Voting Platform heruntergeladen werden, wie im Memorandum angegeben.

Vertreter von Gläubigern, bei denen es sich um juristische Personen oder Personengesellschaften nach deutschem oder ausländischem Recht handelt, müssen ihre Vertretungsbefugnis durch Vorlage eines aktuellen Auszugs aus dem betreffenden Gesellschaftsregister oder einer entsprechenden Bestätigung nachweisen.

Gesetzliche Vertreter (wie beispielsweise stellvertretend für ihre Kinder handelnde Eltern, stellvertretend für ihre Mündel handelnde Vormunde) oder amtlich bestellte Verwalter (wie beispielsweise Insolvenzverwalter) müssen ihre gesetzliche Vertretungsmacht durch Vorlage der entsprechenden Dokumente nachweisen (z. B. Ernennungsurkunde im Falle eines Insolvenzverwalters).

Die Schuldverschreibungen sowie alle aus der Aufforderung zur Stimmabgabe herrührenden Wertpapiere wurden und werden nichtgemäß des U.S.-Wertpapiergesetzes von 1933 (das Wertpapiergesetz) in der jeweils geltenden Fassung registriert, und all jene neuen Wertpapiere werden im Sinne der Befreiungsregelung der Registrierungsanforderungen gemäß Rule 802, Section 4(a)(2) oder Regulation S des Wertpapiergesetzes angeboten und verkauft.

Die Aufforderung zur Stimmabgabe erfolgt in Bezug auf Schuldverschreibungen der Wintershall Dea Finance 2 B.V., einer Gesellschaft mitbeschränkter Haftung (besloten vennootschap) nach niederländischem Recht gegründet, garantiert durch die Harbour Energy plc, einer Aktiengesellschaft, die in Schottland nach schottischem Recht gegründet wurde, und die als börsennotiertes Unternehmen des Vereinigten Königreichs mit Sitz in Schottland bestimmten Offenlegungs- und Verfahrensvorschriften unterliegt, die sich von denen in den Vereinigten Staaten unterscheiden. Sofern das Dokument Finanzinformationen enthält, wurden diese im Einklang mit den geltenden Rechnungslegungsstandards erstellt, die möglicherweise nicht mit Finanzinformationen von U.S. amerikanischen Unternehmen vergleichbar sind. Die Aufforderung zur Stimmabgabe erfolgt in den Vereinigten Staaten auf Grundlage von Befreiungen nach Section 14(e) des US Securities Exchange Act in der jeweils geltenden Fassung. Dementsprechend wird die Aufforderung zur Stimmabgabe in Übereinstimmung mit den anwendbaren regulatorischen, offenlegungs- sowie verfahrensrechtlichen Anforderungen nach deutschem Recht erfolgen, einschließlich in Bezug auf den Zeitplan, die Abwicklungsverfahren sowie die Zeitpunkte der Zahlungen, die sich von in den Vereinigten Staaten anwendbaren inländischen Angebotsverfahren und Gesetzen unterscheiden. Für die Gläubiger können sich Schwierigkeiten bei der Durchsetzung ihrer Rechte und Ansprüche aus den jeweiligen nationalen Wertpapiergesetzen ergeben, da die Emittentin außerhalb der U.S.-Jurisdiktion ansässig sind und einige bis alle ihrer Führungskräfte und Organmitglieder außerhalb der U.S.-Jurisdiktion ansässig sein können. Die Gläubiger können die Emittentin oder ihre jeweiligen Führungskräfte und Organmitglieder möglicherweise nicht vor einem U.S.-amerikanischen Gericht wegen Verstößen der U.S.-amerikanischen Wertpapiergesetze verklagen. Ferner kann es sich schwierig gestalten, die Emittentin und ihre jeweiligen verbundenen Unternehmen zu zwingen, sich dem Urteil eines U.S.-Gerichts zu unterwerfen.

ANNEX 3A
FORM OF BLOCKING CONFIRMATION (ENGLISH LANGUAGE)

[Only to be issued for direct voting to the Scrutineer]

To:

Notary Dr. Christiane Mühe
c/ o Funke Mühe Partnerschaft Rechtsanwälte und
Notare (FM Notare)
Taunusanlage 17
60325 Frankfurt am Main
Germany

Fax: +49 (0) 69 7079 685 – 55
E-Mail: christiane.muehe@fm-notare.com
(the "Scrutineer")

Stamp of the Custodian

Reference is made to the Consent Solicitation Memorandum dated April 28, 2025 by Wintershall Dea Finance 2 B.V. (the Consent Solicitation Memorandum) and the Vote Without Meeting (*Abstimmung ohne Versammlung*) to be held from 0.00 CEST on May 19, 2025 until 24.00 CEST on May 21, 2025

BLOCKING CONFIRMATION

Terms defined in the Consent Solicitation Memorandum have the same meaning when used in this Blocking Confirmation unless given a different meaning in this Blocking Confirmation.

- A. We hereby confirm that on today's date the following notes are credited to the securities account which exists at our bank for name / company name: _____ address/ seat: _____ (together the "Holdings in the Notes"):

Notes (ISIN: XS2286041947)	Number of Notes: Total principal amount of notes in EUR: (each held in Holder's deposit account(s))
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- B. We hereby confirm that we will keep the Holdings in the Notes specified under A. blocked from the date hereof until the end of the Voting Period at 24.00 CEST on May 21, 2025.

Please note: If the Blocking Confirmation is issued after the vote was cast, the Blocking Confirmation must confirm that the Notes had already been blocked at the date the vote was cast. Holders must inform their Custodian if they already casted their votes. In this case, please complete the following confirmation statement:

We hereby confirm that we have kept the Holdings in the Notes specified under A. blocked from _____¹ until the end of the Voting Period at 24.00 CEST on May 21, 2025.

¹Please insert the date on which the Holder's vote was cast.

Name of signatory:
Title²:
Date:

²Please insert your function / position at the Custodian.

Important information:

This Blocking Confirmation must be submitted to and received by the Scrutineer by 24.00 CEST on May 14, 2025 at the latest in Text Form as defined in Section 126b of the German Civil Code (e.g. mail, fax, email) at the address of the Scrutineer mentioned above.

Please take into consideration the information regarding procedure, participation terms, voting rights, evidences, authorisations, countermotions and supplementary proposals as set out in the Consent Solicitation Memorandum which is published in the German Federal Gazette (Bundesanzeiger) or can be obtained at no cost, by contacting the Tabulation Agent, whose contact details are shown at the end of the Consent Solicitation Memorandum, or on the Website as set out in the Consent Solicitation Memorandum.

Holders who have not delivered a Blocking Confirmation to the Scrutineer in accordance with the provisions set out in the Consent Solicitation Memorandum or have otherwise not evidenced that the relevant Notes are blocked, will not be eligible to vote.

ANNEX 3B
MUSTER – SPERRVERMERK (GERMAN LANGUAGE)

[Nur für die direkte Stimmabgabe an die Abstimmungsleiterin auszustellen]

An:

Frau Dr. Christiane Mühe, Notarin
c/ o Funke Mühe Partnerschaft Rechtsanwälte und
Notare (FM Notare)
Taunusanlage 17
60325 Frankfurt am Main
Deutschland

Fax: +49 (0) 69 7079 685 – 55
E-Mail: christiane.muehe@fm-notare.com
(the "Abstimmungsleiterin")

Stempel der Depotbank

Es wird auf die Aufforderung zur Stimmabgabe der Wintershall Dea Finance 2 B.V. vom 28. April 2025 (das "Memorandum") sowie auf die Abstimmung ohne Versammlung, die von 0:00 Uhr MESZ am 19. Mai 2025 bis 24:00 Uhr MESZ am 21. Mai 2025 stattfinden werden, Bezug genommen.

SPERRVERMERK

Sofern nicht abweichend in diesem Sperrvermerk definiert, haben im Memorandum definierte Begriffe bei ihrer Verwendung in diesem Sperrvermerk dieselbe Bedeutung.

- A. Wir bestätigen hiermit, dass sich die nachstehend aufgeführten Schuldverschreibungen zum heutigen Datum in dem im Namen von / auf die Firma bei unserer Bank bestehenden Wertpapierdepot befinden: _____ Anschrift / Sitz: _____ (zusammen die "**Bestände an Schuldverschreibungen**"): _____

Schuldverschreibungen (ISIN: XS2286041947) Anzahl der Schuldverschreibungen:
Gesamtnennbetrag Schuldverschreibungen in EUR:
(*sämtlich im Bestand in dem/den Wertpapierdepot/s des Gläubigers*)

- B. Hiermit bestätigen wir, dass wir die Bestände an den unter A. genannten Schuldverschreibungen ab dem Datum dieses Sperrvermerks bis zum Ablauf des Abstimmungszeitraums, d. h. 24:00 Uhr MESZ am 21. Mai 2025 gesperrt halten.

Hinweis: Wird der Sperrvermerk nach der Stimmabgabe ausgegeben, ist dem Sperrvermerk eine Bestätigung dahingehend beizufügen, dass die betreffenden Schuldverschreibungen bereits zum Zeitpunkt der Stimmabgabe gesperrt waren. Bei bereits erfolgter Stimmabgabe haben die Gläubiger ihre Depotbank entsprechend zu informieren. In diesem Fall ist die nachstehende Bestätigung auszufüllen:

Hiermit bestätigen wir, dass wir die Bestände an den unter A. genannten Schuldverschreibungen seit dem _____¹ bis zum Ablauf des Abstimmungszeitraums, d.h., 24:00 Uhr MESZ am 21. Mai 2025 gesperrt haben.

¹Datum der Stimmabgabe des Gläubigers einfügen.

Name des Unterzeichnenden:
Titel²:
Datum:

²Bitte Ihre Funktion / Position bei der Depotbank angeben.

Wichtige Hinweise:

Dieser Sperrvermerk muss spätestens um 24:00 Uhr MESZ am 14. Mai 2025 bei der Abstimmungsleiterin in Textform, wie in § 126b BGB definiert, d. h. per Post, Telefax oder E-Mail unter der vorstehend genannten Adresse der Abstimmungsleiterin eingehen.

Bitte berücksichtigen Sie die im Memorandum enthaltenen Hinweise zum Abstimmungsverfahren, zu den Teilnahmebedingungen, den Stimmrechten, Nachweispflichten und Ermächtigungen sowie zu Gegen- und Ergänzungsanträgen; das Memorandum wird im Bundesanzeiger veröffentlicht und kann gebührenfrei beim Tabulation Agent (dessen Kontaktdaten am Ende des Memorandums angegeben sind) angefordert oder von der Website heruntergeladen werden, wie im Memorandum angegeben.

Gläubiger, die keinen Sperrvermerk im Einklang mit den Bestimmungen im Memorandum an die Abstimmungsleiterin übermittelt haben oder in anderer Form die Sperrung der betreffenden Schuldverschreibungen nachgewiesen haben, sind nicht zur Stimmabgabe berechtigt.

ISSUER

Wintershall Dea Finance 2 B.V.

Lange Kleiweg 56h
Rijswijk, 2288GK
Netherlands

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London, SW1W 9SZ
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SCRUTINEER

Notarin Dr. Christiane Mühe
FM Notare
Taunusanlage 17
60325 Frankfurt am Main
Germany

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60311 Frankfurt am Main
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