

## ANNOUNCEMENT OF THE VOTE WITHOUT MEETING

DATED April 28, 2025

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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### WINTERSHALL DEA FINANCE 2 B.V.

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

announces the vote without meeting  
(*Abstimmung ohne Versammlung*)

relating to its

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

(the "Notes")

The Issuer announces a vote without a meeting (*Abstimmung ohne Versammlung*) relating to the Notes and solicits the consent of the holders of the Notes to adopt certain amendments (the "**Amendment**") of the terms and conditions of the Notes (the "**Terms and Conditions**"), as outlined in further detail below.

This announcement highlights important information addressed in further detail in the Consent Solicitation Memorandum, dated April 28, 2025 (the "**Consent Solicitation Memorandum**") which is available on a website of Kroll Issuer Services Limited (the "**Tabulation Agent**") at <https://deals.is.kroll.com/harbourenergy-consent> and on the website of the Guarantor at <https://www.harbourenergy.com/investors/corporate-bond-and-credit-ratings/information-for-noteholders/>. This Convening Notice will also be published in the German Federal Gazette (*Bundesanzeiger*) on or around April 30, 2025.

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)

Holders of the Notes (each a "**Holder**", together the "**Holders**") are advised to carefully read the Consent Solicitation Memorandum, and in particular the section titled "*Risk Factors related to the Consent Solicitation*", in its entirety.

**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 the Consent Solicitation Memorandum and the voting procedures described therein.**

**Holders should inform themselves and be aware that the deadlines set by any broker, custodian, intermediary, nominee or other person acting in a similar capacity for the Holder or any Clearing System may be earlier than the deadlines described herein and in the Consent Solicitation Memorandum.**

Unless stated otherwise, capitalised terms used, but not defined, herein will have the same meanings as assigned to them in the Consent Solicitation Memorandum.

### **Rationale and Background**

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 28 April 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 the 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.

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 Amendments**

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)

Further information is set out in the Consent Solicitation Memorandum.

## Information on the Voting

As further described in the Consent Solicitation Memorandum, the Issuer invites the Holders of the Notes to vote without meeting (*Abstimmung ohne Versammlung*) on, and solicits their consent in respect of, the proposed Amendment for the Notes during the voting period (the "**Voting Period**") from 0.00 CEST on May 19, 2025 until 24.00 CEST on May 21, 2025.

The Voting in respect of the Notes will be conducted by the notary public Dr. Christiane Mühe, c/ o Funke Mühe Partnerschaft Rechtsanwälte und Notare (FM Notare), Taunusanlage 17, 60325 Frankfurt am Main, Germany, who has been appointed by the Issuer for that purpose (the "**Scrutineer**").

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 the Voting, Holders will need to follow certain procedures, as further described in the Consent Solicitation Memorandum and as set out below:

- 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 (<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).
- 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 (i.e. by May 14, 2025, 24.00 CEST). Providing the Special Proof and Blocking Confirmation in due time implies registration.

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***

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.

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.

### ***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 (see above) 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.

### ***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.

If the Requisite Quorum is not reached at a 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)

### **Adoption and Effectiveness of 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 a 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**").

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 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 reserves the right, in its sole and absolute discretion, to only agree to the Amendment in relation to the Notes, if the Issuer determines that the Requisite Consent 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.

Should the Issuer 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 of such Notes and their successors and transferees, whether or not such Holders consented to the Amendment or participated in the Voting.

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

### **Resolution Fee**

In the event that the Conditions for Effectiveness are fulfilled, and the Amendment is 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 on the Resolution Fee Payment Date to such Holders who have validly delivered a vote (yes, no or abstention) during the Voting Period in relation to the proposed Amendment.

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 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 the Consent Solicitation Memorandum. No Resolution Fee will be paid to Sanctions Restricted Persons. The Issuer reserves the right to refrain from paying the Resolution Fee in such cases where, in the opinion of the Issuer or its legal advisers, a payment would be unlawful.

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.

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. The payment of the Resolution Fee to the Holder not voting through the Tabulation Agent will depend on the completion of a KYC procedure by the Guarantor, on behalf of the Issuer, in relation to the specific Holder. In order to avoid delays in the receipt of the Resolution Fee, it is recommended to all Holders to vote via the Tabulation Agent.

## Expected Timetable

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

<b>Events</b>	<b>Times and Dates (All times are CEST)</b>
<b><i>Launch Date</i></b>	
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( <a href="https://deals.is.kroll.com/harbourenergy-consent">https://deals.is.kroll.com/harbourenergy-consent</a> ).	April 28, 2025
<b><i>Publication in Federal Gazette</i></b>	
Convening notice published in the Federal Gazette ( <i>Bundesanzeiger</i> )	April 30, 2025
<b><i>Registration and Instruction Deadline</i></b>	
The time prior to which Holders must (i) register on the Voting Platform ( <a href="https://deals.is.kroll.com/harbourenergy-consent">https://deals.is.kroll.com/harbourenergy-consent</a> ) 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)
<b><i>Start of Voting Period</i></b>	
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)
<b><i>End of the Voting Period</i></b>	
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)
<b><i>Announcement of the results of the Voting</i></b>	
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 <a href="http://www.luxse.com">www.luxse.com</a> (previously <a href="http://www.bourse.lu">www.bourse.lu</a> ).	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.

Events	Times and Dates (All times are CEST)
<b><i>End of statutory contestation period</i></b>	
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 Gazette ( <i>Bundesanzeiger</i> ).
<b><i>Resolution Effective Date</i></b>	
The date on which the Amendment becomes effective pursuant to section 21 SchVG and the other conditions as set out in the 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.
<b><i>Announcement of the effectiveness of the Amendment</i></b>	
The date on which the effectiveness of the Amendment is announced by the Issuer.	As soon as practical after the Resolution Effective Date.
<b><i>Resolution Fee Payment Date</i></b>	
The date on which the Guarantor, on behalf of the Issuer, pays the Resolution Fee to such Holders who meet the conditions set out in the Consent Solicitation Memorandum. 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 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 the Consent Solicitation Memorandum. In case Holders have registered directly with the Scrutineer, payment may be delayed due to KYC procedures.
The Resolution Fee will only be paid to Holders who meet the conditions set out in the 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.	

**Availability of further Information**

BofA Securities Europe SA, Citigroup Global Markets Europe AG and HSBC Continental Europe will act as Solicitation Agents in connection with the Voting.

**Questions regarding the Consent Solicitation may be directed to the Solicitation Agents:****BofA Securities Europe SA**

51 rue La Boétie  
75008 Paris  
France

Telephone: +33 1 877 01057  
Attention: Liability Management Group  
Email: DG.LM-EMEA@bofa.com

**Citigroup Global Markets Europe AG**

Börsenplatz 9  
60313 Frankfurt am Main  
Germany

Telephone: +44 20 7986 8969  
Attention: Liability Management Group  
Email: liabilitymanagement.europe@citi.com

**HSBC Continental Europe**

38, avenue Kléber  
75116 Paris  
France

Telephone: +44 20 7992 6237  
Attention: Liability Management DCM  
Email: LM\_EMEA@hsbc.com

The Issuer has retained Kroll Issuer Services Limited to act as Tabulation Agent in connection with the Voting. 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 below.

**Kroll Issuer Services Limited**

The News Building  
3 London Bridge Street  
London SE1 9SG  
United Kingdom

Telephone: +44 207 704 0880  
Attention: Arlind Bytyqi / Jacek Kusion  
Email: harbourenergy@is.kroll.com  
Website: <https://deals.is.kroll.com/harbourenergy-consent>

Questions regarding the voting procedures directly via the Scrutineer may be directed to the Scrutineer:

**Notarin Dr. Christiane Mühle**

c/ o Funke Mühle Partnerschaft Rechtsanwälte und Notare (FM Notare)  
Taunusanlage 17  
60325 Frankfurt am Main  
Germany

Fax: +49 (0) 69 7079 685 – 55  
Email: christiane.muehe@fm-notare.com



## **DISCLAIMER**

*This announcement must be read in conjunction with the Consent Solicitation Memorandum. This announcement and the Consent Solicitation Memorandum contain important information which should be read carefully before any decision is made with respect to the proposed Amendment. The Consent Solicitation Memorandum should be consulted for additional information regarding the voting procedures. To receive copies of the Consent Solicitation Memorandum or for questions relating to the Voting, please use the contact information set out above. If any Holder is in any doubt as to the action it should take or is unsure of the impact of the implementation of the proposed Amendment, it should seek its own financial and legal advice, including as to any tax consequences, from its professional advisers. Any individual or company whose Notes are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary must contact such entity if it wishes to participate in the Voting. Neither the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent nor the Scrutineer (or their respective directors, officers, employees, affiliates or agents) makes any recommendation as to whether Holders should vote on or consent to the proposed Amendment. The distribution of this announcement and the Consent Solicitation Memorandum in certain jurisdictions is restricted by law. Persons into whose possession this announcement or the Consent Solicitation Memorandum come are required by the Issuer, the Guarantor, the Solicitation Agents, the Tabulation Agent and the Scrutineer to inform themselves about, and to observe, any such restrictions.*