

– NON-BINDING CONVENIENCE TRANSLATION –

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION AND REQUIRES IMMEDIATE ATTENTION.

The distribution of this document may be subject to legal restrictions in certain jurisdictions. Persons who come into possession of this document are required to inform themselves about and observe any such restrictions. The following invitation to a vote without meeting is made only outside the United States of America ("United States") and only to persons who are not "U.S. persons" (as defined in Regulation S of the United States Securities Act of 1933, as amended). This document does not constitute an offer to sell or a solicitation of an offer to purchase or subscribe for securities in the United States or any other jurisdiction.



ABO Energy GmbH & Co. KGaA

Wiesbaden

INVITATION TO VOTE

by

ABO Energy GmbH & Co. KGaA

with registered office in Wiesbaden,
registered in the commercial register (*Handelsregister*) of the Local Court (*Amtsgericht*) of
Wiesbaden

under commercial register number HRB 35117,
business address: Unter den Eichen 7, 65195 Wiesbaden
("Issuer" and, together with its consolidated subsidiaries, "Group")

concerning the

2024/2029 Bond

(ISIN DE000A3829F5 / WKN A3829F)

with a total nominal value of EUR 80,000,000.00,
divided into 80,000 partial notes with equal rights
with a nominal value of EUR 1,000.00 each
(each a "Note" and collectively
"Notes" or "Bond")

Under the terms of this invitation to vote (as amended or supplemented from time to time, the "Invitation to Vote"), the Issuer hereby requests the holders of the Notes (each and collectively, the "Noteholders") during the Voting Period

**starting on Tuesday, 10 February 2026, at 00:00 (CET),
and ending on Thursday, 12 February 2026, at 24:00 (CET)
("Voting Period")**

for a vote without meeting (*Abstimmung ohne Versammlung*) ("**Vote Without Meeting**") and requests the Noteholders' approval of the resolutions proposed by the Issuer.

The Vote Without Meeting will be conducted by notary Dr. Matthias Horbach with office in Frankfurt am Main ("**Scrutineer**"), who has been appointed by the Issuer for this purpose.

Noteholders should read this Invitation to Vote carefully and in its entirety.

A. BACKGROUND TO THE VOTE WITHOUT MEETING

The Issuer is a leading project developer for energy supply systems from renewable energy sources (wind and solar energy, battery storage and hydrogen) based in Wiesbaden. After project planning, development and construction, the plants are sold to investors on a turnkey basis. In the technologies of wind power, solar energy and battery storage, the Group covers the entire value chain of project planning and construction internationally (currently in 14 countries on four continents).

The Issuer is currently in a difficult financial situation that requires restructuring. In an ad hoc announcement dated 19 November 2025, the Issuer announced that, instead of the forecast consolidated net income of between EUR 29 million and EUR 39 million and an increase in consolidated total output of between 5 % and 30 % (based on consolidated total output for the 2024 financial year of EUR 445.4 million), the management board currently expects a consolidated net loss for the year of around EUR 95 million and consolidated total output of around EUR 250 million. The main reasons for this are the particularly challenging national and international market environment. On the one hand, the Issuer's major wind projects have been postponed to fiscal year 2026. On the other hand, due to lower expectations for the level of feed-in tariffs awarded, revaluations and thus significant special write-downs had to be made. Against this backdrop, the Issuer has launched a comprehensive efficiency and transformation program to adapt processes and structures as well as the country portfolio to the changed market environment.

In addition, the Issuer announced in an ad hoc announcement on 15 January 2026 that the 2025 annual forecast needs to be adjusted again. The Issuer announced that the management board, based on preliminary figures, now expects a consolidated net loss of around EUR 170 million for the 2025 financial year. Consolidated total output is expected to amount to around EUR 230 million. The forecast correction resulted from postponements amounting to around EUR 40 million and value adjustments amounting to around EUR 35 million due to current market changes in Germany and internationally. The postponements include rights sales for wind and battery projects in Germany that had previously been planned for the 2025 financial year. Compared to previous plans, there have also been delays in the invoicing of development services rendered and the acceptance of planned construction services.

As announced by the Issuer in a further ad hoc announcement on 23 January 2026, the Issuer has entered into a standstill agreement with the creditors of syndicated loan agreements, bilateral loans, guarantee lines and promissory note loans (collectively, the "**Financing Arrangements**") on 23 January 2026 to enable further negotiation and implementation of a concept for the sustainable restructuring of the Issuer ("**Restructuring Concept**"). The standstill agreement stipulates that the participating creditors will not assert any rights arising from (potential) grounds for termination under the Financing Arrangements for the period until 27 March 2026. The standstill period may be extended until 31 May 2026 at the latest upon request by the Issuer under certain conditions. At the same time, the Issuer has commissioned

EY-Parthenon GmbH Wirtschaftsprüfungsgesellschaft ("**Restructuring Expert**") to prepare a restructuring report that meets the requirements of the Federal Court of Justice and the principles of IDW S 6 and is to be available in draft form by the beginning of February 2026. On this basis, a term sheet for the Restructuring Concept and further agreements between the Issuer and the lenders are to be negotiated.

The Issuer also intends to include the holders of the 2024/2029 Bond (ISIN: DE000A3829F5) in the standstill agreement and (if necessary) in the Restructuring Concept and to make certain changes to the terms and conditions of the Notes ("**Terms and Conditions**"). To this end, the Issuer asks the Noteholders, in a first step to enable to Restructuring Concept, to resolve the following by way of the Vote Without Meeting:

- **Cancellation of the Negative pledge:** Pursuant to Section 1.5 of the Terms and Conditions, the Issuer may not (subject to certain exceptions) provide security over its assets as collateral for financial liabilities during the term of the Notes (and must also ensure that none of its subsidiaries does so) unless it simultaneously provides equivalent security for the Notes. This provision could prevent the Issuer from providing collateral for (interim) financing, which it urgently needs as part of its restructuring to cover its acute guarantee and capital requirements. The development and successful implementation of the Restructuring Concept therefore require the negative pledge to be cancelled.
- **Temporary waiver of the exercise of termination rights and cancellation of the termination right pursuant to Section 4.2 sentence 2 lit. (b)(i)(C) of the Terms and Conditions:** Pursuant to Section 4.2 sentence 1 and sentence 2 lit. (b)(i)(C) of the Terms and Conditions, any Noteholder may call their Bonds and demand immediate redemption at the nominal amount plus interest accrued up to the date of redemption if the Issuer, due to actual or anticipated financial difficulties, enters into negotiations with a majority of its creditors with a view to a general restructuring or rescheduling of its liabilities.

The Issuer is currently in negotiations with the creditors of various financing instruments regarding a Restructuring Concept, which is also to include the Noteholders. These negotiations would be jeopardized if individual Noteholders were able to exercise a (supposed) right of termination under Section 4.2 sentence 1 and sentence 2 lit. (b)(i)(C) of the Terms and Conditions or statutory provisions. To rule out this risk for the sustainable restructuring of the Issuer, which is also in the interests of all Noteholders in particular, a temporary waiver of the exercise of termination rights and the cancellation of the termination right under Section 4.2 sentence 2 lit. (b)(i)(C) of the Terms and Conditions is proposed. The last mentioned termination right could jeopardize the sustainable restructuring of the Issuer and should therefore be deleted without replacement.

- **Appointment of a joint representative:** Pursuant to Section 8.5 sentence 1 of the Terms and Conditions, the Noteholders may appoint a joint representative by majority resolution and determine the transfer of rights to this representative. To facilitate negotiations and voting regarding the restructuring and the conclusion of agreements to implement the Restructuring Concept and to take sufficient account of the rights of the Noteholders, a joint representative is to be appointed. The Issuer wants to propose Dentons GmbH Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, based in Berlin, represented by its managing director, Andreas Ziegenhagen, attorney-at-law. In this context, it should be noted that Dentons Europe (Germany) GmbH & Co. KG, based in Berlin, has already been instructed to provide legal advice to and coordinate the creditors of the Issuer's promissory note loans as part of the ongoing restructuring negotiations, and that this client relationship is to be continued.

- **Authorization of the joint representative to conclude a standstill agreement and to negotiate agreements to implement the Restructuring Concept:** To enable the restructuring process to continue, the joint representative is to be authorized to conclude a standstill agreement on behalf of the Noteholders and to represent the interests of the Noteholders in further negotiations on the agreements for implementing the Restructuring Concept.

If the Noteholders are to be involved in further agreements with the Issuer and/or the creditors of the Financing Arrangements for the implementation of the Restructuring Concept, the Issuer will invite them to a new vote without meeting. In such a vote, the Noteholders would be asked (if necessary) to authorize the joint representative to approve the conclusion of these agreements on behalf of the Noteholders, to declare the Noteholders' accession to these agreements, or to make any other declarations by the Noteholders necessary for the implementation of the Restructuring Concept.

B. RESOLUTION ITEMS AND RESOLUTION PROPOSALS

The Issuer proposes that the following resolutions be adopted.

I. Resolution on the cancellation of the negative pledge

The Issuer submits the following resolution proposal to the Noteholders and puts it to a vote:

The heading of Section 1 of the Terms and Conditions is rephrased as follows:

"1. Allgemeines; Verfügungen"

"1. General provisions; disposals"

Section 1.5 of the Terms and Conditions is cancelled.

II. Resolution on the temporary waiver of the exercise of termination rights

The Issuer submits the following resolution proposal to the Noteholders and puts it to a vote:

The Noteholders waive the termination right under Section 4.2 sentence 1 and sentence 2 lit. (b)(i)(C) of the Terms and Conditions, as well as any statutory extraordinary termination rights due to a deterioration in the Issuer's financial circumstances, until 31 May 2026 inclusive. The effect of any termination declared based on the termination rights described above shall lapse.

Section 4 of the Terms and Conditions is supplemented by the following new Section 4.3:

"4.3 Die Anleihegläubiger verzichten bis einschließlich zum 31. Mai 2026 auf das Kündigungsrecht aus Ziffer 4.2 Satz 1 und Satz 2 lit. (b)(i)(C) der Anleihebedingungen sowie auf etwaige gesetzliche außerordentliche Kündigungsrechte wegen einer Verschlechterung der Vermögensverhältnisse der Emittentin. Die Wirkung einer aufgrund der vorstehend dargestellten Kündigungsrechte erklärten Kündigung entfällt."

"4.3 The Noteholders waive their right of termination under Section 4.2 sentence 1 and sentence 2 lit. (b)(i)(C) of the Terms and Conditions up to and including 31 May 2026, as well as any statutory extraordinary termination rights due to a deterioration in the Issuer's financial circumstances. Any termination declared based on the termination rights described above shall be deemed null and void."

III. Resolution on the cancellation of the right of termination under Section 4.2 sentence 2 lit. (b)(i)(C) of the Terms and Conditions

The Issuer submits the following resolution proposal to the Noteholders and puts it to a vote:

Section 4.2 sentence 2 lit. (b)(i)(C) of the Terms and Conditions is deleted without replacement and Section 4.2 sentence 2 lit. (b)(i) of the Terms and Conditions is amended accordingly as follows:

"(i) die Emittentin (A) ist im Sinne von § 17 der Insolvenzordnung zahlungsunfähig oder im Sinne von § 19 der Insolvenzordnung überschuldet, oder (B) stellt ihre Zahlungen ein;"

"(i) the Issuer (A) is insolvent within the meaning of Section 17 of the German Insolvency Code or overindebted within the meaning of Section 19 of the German Insolvency Code, or (B) ceases to make payments;"

IV. Resolution on the appointment of a joint representative

The Issuer submits the following resolution proposal to the Noteholders and puts it to a vote:

Dentons GmbH Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, with its registered office in Berlin, entered in the commercial register of the Local Court (*Amtsgericht*) of Charlottenburg under registration number HRB 101036 B ("**Joint Representative**"), represented by its managing director Andreas Ziegenhagen, is appointed as the joint representative of all Noteholders.

The Joint Representative shall have the duties and powers conferred on it by law or by the Noteholders by majority resolution. It shall follow the instructions of the Noteholders. Insofar as he is authorized to assert the rights of the Noteholders, the individual Noteholders are not authorized to assert these rights independently, unless the majority resolution expressly provides for this. The Joint Representative must report to the Noteholders on its activities.

The Joint Representative is entitled to resign from office at any time if there is a risk that it will not be paid for its activities as joint representative. The Joint Representative may demand that the Issuer provide all information necessary for the performance of the tasks assigned to him.

The Joint Representative shall be reimbursed for its costs and expenses and shall receive reasonable remuneration on an hourly basis depending on the work involved. If and to the extent that, following the opening of insolvency proceedings against the Issuer's assets, the remuneration and costs and expenses of the Joint Representative are not paid from the insolvency estate, these shall be paid indirectly by the Noteholders from the satisfaction ratio attributable to the Noteholders. The Noteholders agree that the Joint Representative is entitled to retain the remuneration and expense reimbursement claims to which it is entitled under this paragraph from amounts which are paid to the Joint Representative by any insolvency administrator or other third party for the purpose of payment to the Noteholders, and thus to effect the fulfilment of the Joint Representative's fee claims from these proceeds.

The Joint Representative shall be liable to the Noteholders as joint creditors for the proper performance of his duties; in his activities, he shall exercise the care of a prudent and conscientious joint representative (in accordance with Section 93 (1) sentences 1 and 2 of the German Stock Corporation Act (*Aktiengesetz* – "**AktG**"). There shall be no breach of duty if the Joint Representative could reasonably assume, based on appropriate information, that it was acting in the best interests of the Noteholders when making a business decision. The Joint Representative shall not be subject to a reversal of the burden of proof analogous to Section 93 (2) sentence 2 AktG. The Joint Representative's liability is limited to intent and gross

negligence; liability for gross negligence is limited to a total amount of EUR 10,000,000.00. The Noteholders shall decide on the assertion of claims for damages by the Noteholders against the Joint Representative.

The Joint Representative may be dismissed by the Noteholders at any time without giving reasons by a simple majority in accordance with Section 5 (4) sentence 1 of the German Bond Act (*Schuldverschreibungsgesetz* – "**SchVG**").

The Noteholders note that Dentons Europe (Germany) GmbH & Co. KG has taken over the legal advice and coordination of creditors of the Issuer's promissory note loans in the context of the Issuer's restructuring.

V. Resolution on the authorization and power of attorney of the Joint Representative

The Issuer submits the following resolution proposal to the Noteholders and puts it to the vote:

The Joint Representative is authorized and granted power of attorney to conclude a standstill agreement with the Issuer on behalf of the Noteholders. The standstill agreement will stipulate, in particular, that the Noteholders will not assert any rights that may result from the termination rights agreed in the Terms and Conditions or provided for by law during the period up to 27 March 2026. The Joint Representative will only conclude the standstill agreement if the Restructuring Expert has confirmed that the Issuer and the Group are predominantly likely to be fully financed until 27 March 2026 (including coverage of the guarantee requirement). The standstill period may be extended at the Issuer's request until 31 May 2026 at the latest under certain conditions, in particular if the Restructuring Expert has confirmed the Issuer and the Group are predominantly likely to be fully financed for the extended period.

The Joint Representative is also authorized and granted power of attorney to conduct negotiations on the conclusion of agreements for the implementation of the Restructuring Concept and to represent the interests of the Noteholders in this regard. For the avoidance of doubt: this does not constitute an authorization to conclude these agreements for the implementation of the Restructuring Concept.

C. APPROVAL BY THE ISSUER

The Issuer unconditionally agrees to the proposed resolutions in Sections B.I. to B.V. above.

D. VOTING PROCEDURE AND FURTHER INFORMATION AND EXPLANATIONS

I. Information on outstanding Notes and voting rights

In accordance with Section 8.3 (c) sentence 1 of the Terms and Conditions, each Noteholder shall participate in the Vote Without Meeting in accordance with the nominal value of the outstanding Bonds held by them. Votes may only be cast in relation to the denominations of the Notes and whole multiples thereof. Each Note with a nominal value of EUR 1,000.00 grants one vote.

Pursuant to Section 6 (1) sentence 2 SchVG and Section 8.3 (c) sentence 2 of the Terms and Conditions, voting rights are suspended if the relevant Notes are held by the Issuer or an affiliated company (Section 271 (2) of the German Commercial Code (*Handelsgesetzbuch* – "**HGB**")) or are held on behalf of the Issuer or an affiliated company.

Neither the Issuer nor its affiliated companies (Section 271 (2) HGB) currently hold any Notes. Furthermore, no Notes are currently held on behalf of the Issuer or its affiliated companies. A total of 80,000 Notes with a total nominal value of EUR 80,000,000.00 are therefore outstanding.

II. Legal basis for the Vote Without Meeting

Pursuant to Section 8.1 sentence 1 of the Terms and Conditions, the Terms and Conditions may be amended by the Issuer with the consent of the Noteholders based on a majority resolution in accordance with Sections 5 et seq. SchVG. Pursuant to Section 8.1 sentence 2 of the Terms and Conditions, the Noteholders may, in particular, approve an amendment to the material content of the Terms and Conditions, including the measures provided for in Section 5 (3) SchVG, with the majorities specified in Section 8.2 of the Terms and Conditions.

According to Section 8.5 sentence 1 of the Terms and Conditions, the Noteholders may, by majority resolution, determine the appointment and dismissal of a joint representative, the duties and powers of the joint representative, the transfer of rights of the Noteholders to the joint representative and a limitation of the liability of the joint representative.

Pursuant to Section 8.3 sentence 1 of the Terms and Conditions, resolutions of the Noteholders are passed either at a Noteholders' meeting (Sections 9 et seq. SchVG) or by way of a vote without meeting (Section 18 SchVG). Pursuant to Section 8.3 (b) sentence 1 of the Terms and Conditions, resolutions of the Noteholders by way of voting without meeting are adopted in accordance with Section 18 SchVG. Pursuant to Section 8.3 (b) sentence 3 of the Terms and Conditions, the invitation to vote by the scrutineer regulates the further details of the resolution and the vote.

III. Voting procedure

The Vote Without Meeting will be conducted in accordance with the rules of the SchVG.

The Vote Without Meeting will be conducted by notary Dr. Matthias Horbach, with office in Frankfurt am Main, as the scrutineer (Section 8.3 lit. b) sentence 1 of the Terms and Conditions in conjunction with Section 18 (2) SchVG).

The Voting Period starts on **Tuesday, 10 February 2026, at 00:00 (CET)**, and ends on **Thursday, 12 February 2026, at 24:00 (CET)**.

Noteholders may cast their votes either (i) via the service provider Kroll Issuer Services Limited ("**Tabulation Agent**") (see below under "**IV. Voting via the Tabulation Agent**") or (ii) (in their own name, through a proxy or a (separate) voting representative (with the exception of the Tabulation Agent) directly to the Scrutineer (see below under "**V. Voting via the Scrutineer**").

For reasons of efficiency, Noteholders are encouraged to cast their votes via the Tabulation Agent.

IV. Voting via the Tabulation Agent

Noteholders who wish to cast their vote via the Tabulation Agent as their proxy must register on the voting platform operated by the Tabulation Agent (<https://deals.is.kroll.com/aboenergy>) by 9 February 2026, 23:59 (CET) at the latest and, as part of the registration process, also submit (or arrange for submission of) a consent instruction via Clearstream Europe AG, Frankfurt am Main, ("**Clearstream**"), and ensure that the Tabulation Agent receives this consent instruction via Clearstream by 9 February 2026, 23:59 (CET) at the latest. Upon completion of this step of the registration process, the voting platform will generate an email to the Noteholder confirming that the registration process was successful and containing a *unique identifier reference*. Noteholders who fail to register and submit a consent instruction by 9 February 2026, 23:59 (CET) will not be able to vote via the Tabulation Agent.

Each consent instruction must contain the following information:

- The name and address of the Noteholder and the total nominal amount of Notes credited to the Noteholder's securities account on that date;
- the total nominal amount of Notes for which a Noteholder wishes the Tabulation Agent (or its authorized representative) to vote as its proxy in relation to the items on the agenda;
- the name of the Direct Participant (as defined below) and the number of the account at Clearstream; and
- an instruction to immediately block the Notes that are the subject of the consent instruction, in accordance with the procedure described below under **"3. Procedure in relation to Clearstream"**.

In addition, Noteholders must instruct the Tabulation Agent by 9 February 2026, 23:59 (CET), on the voting platform to vote for or against the resolution items or to abstain from voting (**"Voting Instruction"**). The Voting Instruction of a Noteholder to the Tabulation Agent shall also be deemed to release the Tabulation Agent from the restrictions of Section 181 of the German Civil Code (*Bürgerliches Gesetzbuch* – **"BGB"**). By submitting a valid Voting Instruction, the Noteholder authorizes and instructs the Tabulation Agent – automatically exempting it from the restrictions of Section 181 BGB – to vote during the Voting Period in the manner specified in the Voting Instruction.

By submitting a consent instruction, the Noteholder makes certain representations. If the Noteholder (i) has duly registered on the voting platform and instructed the Tabulation Agent and (ii) has submitted a consent instruction in good time by no later than 9 February 2026, 23:59 (CET), the Tabulation Agent will cast the vote on behalf of the Noteholder in accordance with the Voting Instruction during the Voting Period.

A separate consent instruction must be submitted for each Noteholder. The authorizations, instructions and requests described in this Section must be irrevocable (see below under **"XIII. No general revocation rights "**).

Noteholders who submit a consent instruction must also ensure that Clearstream suspends trading in those Notes that are the subject of the consent instruction in accordance with the procedure described below under **"3. Procedure in relation to Clearstream"**.

A Noteholder who opts for voting through the Tabulation Agent declares that, if a timely and properly filed countermotion (as described below under **"VII. Additions to the items for resolution and counter-motions"**) is submitted by a Noteholder which is supported by the Issuer, its Voting Instruction given prior to the submission of the countermotion shall be exercised accordingly for such countermotion.

If a timely and properly filed countermotion is submitted that is not supported by the Issuer, Noteholders who opt for voting through the Tabulation Agent have the option of voting either on the Issuer's proposed resolution or on the countermotion. Voting Instructions given prior to the submission of the countermotion in relation to the Issuer's proposed resolution remain valid unless revoked by the Noteholder.

Only persons listed in Clearstream's registers as Noteholders (**"Direct Participants"**) may submit consent instructions to Clearstream.

1. Noteholders who are not Direct Participants

Any Noteholder who is not a Direct Participant must ensure that the Direct Participant through which they hold the Note, or the trustee, custodian, intermediary or the person acting in a similar capacity for the Noteholder, submits a consent instruction to Clearstream on its behalf before any deadline set by Clearstream and that this instruction is received by the Tabulation Agent by 9 February 2026, 23:59 (CET). Noteholders who are not Direct Participants must instruct their custodian bank to submit a consent instruction in relation to the resolution items, instructing the relevant custodian bank, acting on behalf of the Noteholder, to appoint the Tabulation Agent (or its authorized representative) as proxy in relation to the Notes in accordance with this Invitation to Vote and the Terms and Conditions and the consent instruction by submitting a duly completed and valid consent instruction in accordance with the requirements of Clearstream to Clearstream or by ensuring that such a consent instruction is submitted to Clearstream.

2. Further details on the consent instruction

The receipt of a consent instruction by Clearstream from a Direct Participant will be confirmed in accordance with Clearstream's standard procedures and will result in the blocking of the relevant Notes in the account of the relevant Direct Participant with Clearstream, so that no transfers can be made in respect of such Notes (see also below under "**3. Procedure in relation to Clearstream**").

Clearstream shall electronically transmit the consent instructions received from the Direct Participants, acting either on their own behalf or on behalf of the Noteholders, to the Tabulation Agent. Upon receipt of such electronic notification from Clearstream, the Tabulation Agent shall verify whether the information relating to the Noteholder matches the information relating to the Noteholder that the Noteholder submitted to the Tabulation Agent during registration via the voting platform. If the Tabulation Agent has determined in its reasonable discretion that the information matches the information provided to the Tabulation Agent and that it has been legally instructed to vote on behalf of the Noteholder in question, the Tabulation Agent shall, during the Voting Period, cast the votes on behalf of the Noteholder in accordance with the information provided in the Voting Instructions in text form (via email) to the Scrutineer. The Scrutineer is not obligated to verify whether the proxy has been effectively authorized.

Noteholders may submit or arrange for the submission of consent instructions at any time until 9 February 2026, 23:59 (CET). Noteholders are advised to check with a trustee, custodian, intermediary or person acting in a similar capacity for the Noteholder whether this trustee, custodian, intermediary or person acting in a similar capacity for the Noteholder must already receive instructions on how to participate in the vote within an earlier deadline. The deadlines set by Clearstream for the submission of consent instructions may also be earlier than the relevant dates and deadlines specified in this Invitation to Vote.

3. Procedure in relation to Clearstream

By submitting a consent instruction or arranging for such a consent instruction to be submitted by the custodian bank, a Noteholder agrees that its Notes that (i) are held in the respective account of the respective custodian bank or (ii) held in the relevant securities account at Clearstream, will be blocked from the date of receipt of the relevant instruction by the custodian bank until the date on which (x) the relevant instruction and/or consent instruction is validly revoked (for more details on the requirements of a revocation, see "**XIII. No general revocation rights**"), or (y) the results of the Vote Without Meeting are announced, whichever occurs first.

By submitting the consent instruction, each Noteholder instructs that their Notes covered by the consent instruction be blocked in their custody account with effect from the date of submission of the consent instruction (inclusive), so that no transfers of these Notes can be made after this date until the earlier of the following two dates: (i) the date on which the relevant consent instruction is effectively revoked (for more details on the requirements of a revocation, see "**XIII. No general revocation rights**"), or (ii) the date of announcement of the voting results following the resolution. The Notes must be blocked in accordance with the procedures and required deadlines of Clearstream. The Tabulation Agent is entitled to regard receipt of a consent instruction as confirmation that the Notes have been blocked in the manner described above. The Tabulation Agent may request written confirmation from Clearstream that the Notes have been blocked with effect from the date of submission of the consent instruction. If Clearstream does not provide such confirmation, the Tabulation Agent shall inform the Scrutineer by email. In this case, the Scrutineer is entitled, but not obligated, to reject the consent instruction and, if he does so, the corresponding vote shall be deemed not to have been cast.

Direct Participants authorize Clearstream to disclose their identity to the Tabulation Agent, the Scrutineer and their respective legal advisers upon receipt of the consent instruction, provided that this consent instruction has not been validly revoked prior to disclosure in accordance with the provisions contained herein.

4. Representations by the Noteholder

By submitting (or arranging for the submission of) a consent instruction, each Noteholder represents to the Issuer, the Tabulation Agent and the Scrutineer that from the date of submission of the consent instruction until the last day of the Voting Period (inclusive), i.e. until 12 February 2026, 24:00 (CET):

- the Notes that are the subject of the consent instruction were held by them or on their behalf at Clearstream at the time of submission of the consent instruction and continue to be held; and
- these Notes have been (and remain) blocked in the securities account to which these Notes are credited at Clearstream.

V. Voting via the Scrutineer

As an alternative to voting via the voting platform, Noteholders may also cast their votes directly with the Scrutineer, either in their own name, through an authorized representative or through an (own) proxy (except for the Tabulation Agent).

Noteholders who wish to cast their vote directly to the Scrutineer must submit their vote in writing within the Voting Period in accordance with Section 126b BGB and provide the Special Proof and Blocking Notice (as defined below). Noteholders who fail to submit the Special Proof and Blocking Notice before the end of the Voting Period are not entitled to vote. However, registration is not required if the vote is cast directly to the Scrutineer.

Noteholders who wish to cast their vote directly to the Scrutineer must send their vote by post, fax or email to the following address within the Voting Period:

Notary Dr. Matthias Horbach

– Scrutineer –

Keyword: "ABO Energy 2024/2029 Bond – Vote Without Meeting"

c/o Schalast & Partner Rechtsanwälte mbB

Mendelssohnstraße 75-77

60325 Frankfurt am Main
Germany

or by fax to the following number: +49 69 97 58 31 20

or by email to: abstimmung_vote_i_abo_energy@schalast.com

Votes shall be deemed to have been cast upon receipt by the Scrutineer.

In addition, Noteholders must submit their Special Proof and Blocking Notice to the Scrutineer by the end of the Voting Period (i.e. by 12 February 2026, 24:00 (CET)).

The vote, the Special Proof (as defined below) and the Blocking Notice (as defined below) must be received by the Scrutineer during the Voting Period. Votes received by the Scrutineer before or after the Voting Period will not be considered and will be ineffective.

Noteholders are also advised that the Blocking Notice must refer to the entire Voting Period. Noteholders must therefore obtain the Special Proof and the Blocking Notice from their custodian bank in good time before the start of the Voting Period on 10 February 2026, at 0:00 a.m. (CET), and then submit them to the Scrutineer during the Voting Period.

To facilitate and expedite the counting of votes, Noteholders are requested to use the form available on the Issuer's website at <https://www.aboenergy.com/de/unternehmen/anleihe/unternehmensanleihe.php> from the date of publication of this Invitation to Vote ("**Voting Form**"). However, the validity of a vote does not depend on the use of the voting form. Any counter motions and/or supplementary motions (as defined below) submitted in a timely and proper manner will also be included in the voting form. If counter motions and/or supplementary motions are received by the Scrutineer in a timely and proper manner, the form will be updated.

The "**Special Proof**" to be submitted by the Noteholder is a special proof issued by the custodian bank of the relevant Noteholder (Section 18 (4) sentence 1, Section 18 (1) Section 10 (3) sentence 2 SchVG) issued by the custodian bank of the relevant Noteholder, which states (i) the full name and address of the Noteholder and (ii) the total nominal amount of the Notes credited to the Noteholder's securities account on the date of the extract. The "**Blocking Notice**" is a confirmation issued by the custodian bank that the Notes in question are not transferable during the period from the date of the Special Proof to the last day (inclusive) of the Voting Period. Since the Blocking Notice must refer to the entire Voting Period in accordance with Section 8.4 of the Terms and Conditions, the Special Proof and the Blocking Notice must be issued before the start of the Voting Period.

Each Noteholder may be represented by a proxy of their choice when voting. The power of attorney granted by the principal to the representative must be in text form within the meaning of Section 126b BGB. A form that can be used to grant a power of attorney is available on the Issuer's website at <https://www.aboenergy.com/de/unternehmen/anleihe/unternehmensanleihe.php>.

The granting of proxy must be proven to the Scrutineer by the end of the Voting Period at the latest by submitting the power of attorney in text form (Section 126b BGB). In the case of voting by proxy, Special Proof and Blocking Notice from the principal as well as (where applicable) the principal's power of attorney must also be provided to the Scrutineer by the end of the Voting Period at the latest.

Votes cast by a proxy or a voting representative (except for the Tabulation Agent) on behalf of a Noteholder without a power of attorney being submitted by the end of the Voting Period cannot be taken into account by the Scrutineer.

If Noteholders are represented by legal representatives (e.g. a child by its parents, a ward by its guardian) or by an administrator (e.g. an insolvency debtor by its insolvency administrator), the legal representative or trustee must, in addition to proving that the person they represent is a Noteholder, provide evidence of their legal power of representation in a suitable form (e.g. by means of a copy of civil status documents or the deed of appointment). Proof of power of representation is not a prerequisite for participation in the vote.

Noteholders that are organized as a corporation, partnership or other legal entity under German law (e.g. as a stock corporation, limited liability company, limited partnership, general partnership, entrepreneurial company or civil law partnership) or under foreign law (e.g. limited under English law) are requested to prove both the power of representation of their legal representatives until the end of the Voting Period and the ownership status of the legal entity or partnership they represent with regard to the Notes. The proof of the power of representation can be provided by submitting a current extract from the relevant register (e.g. commercial register, register of associations) or by means of another equivalent certificate, whereby such proof is not a prerequisite for participation in the Vote Without Meeting. Under no circumstances shall the proof of representation be submitted in certified or super-certified form. If a Noteholder votes via the Tabulation Agent, the Scrutineer is not responsible for checking the relevant proof of representation of the Noteholder.

VI. Quorum and majority requirements

At the Vote Without Meeting, a quorum regarding the Issuer's proposed resolutions shall only be deemed to have been reached in accordance with Section 18 (1) SchVG in conjunction with Section 15 (3) sentence 1 SchVG if at least half of the outstanding Notes participate in the Vote Without Meeting ("**Required Quorum**").

If the Required Quorum is not reached, the Issuer hereby notes that it intends, if necessary, to convene a physical noteholders' meeting for the purpose of passing a new resolution in accordance with Sections 18 (4) sentence 2 and 15 (3) sentence 2 SchVG. Such a meeting is considered a "second meeting" within the meaning of the SchVG. With regard to the items on the agenda that require a qualified majority of at least 75 % of the voting rights participating in the vote to be effective, such meeting would already have a quorum if the Noteholders present represent at least 25% of the total outstanding nominal amount of the Notes. With regard to the items on the agenda that require only a simple majority of the voting rights participating in the vote to be effective, there would be no quorum requirement. Voting Instructions from Noteholders submitted to the Tabulation Agent in relation to the Vote Without Meeting remain valid for the second meeting unless they are revoked after the end of the Voting Period. All votes cast directly to the Scrutineer must be recast for the second meeting.

The resolution pursuant to Section B.IV. of this Invitation to Vote requires a simple majority of the voting rights participating in the vote to be effective (Section 5 (4) sentence 1 SchVG; Section 8.5 sentence 1 of the Terms and Conditions). The resolutions pursuant to Sections B.I., B.II., III. and B.V. require a qualified majority of at least 75 % of the voting rights participating in the vote to be effective (Section 5 (4) sentence 2 SchVG; Section 8.2 sentence 2 of the Terms and Conditions; Section 8.5 sentence 2 of the Terms and Conditions).

The voting result is determined by using the addition method. In the addition method, only the yes votes and no votes are counted. All votes cast properly during the Voting Period and accompanied by the required evidence are taken into account.

VII. Additions to the items for resolution and counter-motions

Each Noteholder is entitled to submit their own proposals for resolutions (each a "**countermotion**") on the items proposed for resolution in this Invitation to Vote in accordance with the provisions of the SchVG. Counter-motions should be submitted in good time so that they can be made available to the Noteholders before the start of the Voting Period. The Issuer will immediately publish any countermotions that have been duly submitted and received in good time on the Issuer's website at <https://www.aboenergy.com/de/unternehmen/anleihe/unternehmensanleihe.php>.

Noteholders whose Notes together represent 5 % of the outstanding Notes may, in accordance with the provisions of the SchVG, request that new items be announced for resolution ("**Supplementary Request**"). The new items must be published in the German Federal Gazette (*Bundesanzeiger*) no later than the third day before the start of the Voting Period. It should be noted that documents to be published in the German Federal Gazette must regularly be submitted to the German Federal Gazette at least two (or more, depending on the length of the document) publication days (i.e. days on which the German Federal Gazette makes publications) prior to publication. Noteholders are therefore requested to submit any requests for additions by 2 February 2026 at the latest, so that publication can be expected to take place on 5 February 2026.

Counter-motions and requests for additions must be submitted in text form (Section 126b BGB) to the Scrutineer or to the Issuer using the contact details provided in this Invitation to Vote before the start of the Voting Period. When submitting a countermotion and/or a request for an addition, proof of ownership of the Notes must be provided by presenting Special Proof (see above). In the case of a Supplementary Request, the Special Proof submitted must also show that the Noteholder(s) requesting that a further item be put to the vote (together) represent(s) 5 % of the outstanding Notes.

VIII. Publication of the voting results

The Issuer will publish the voting results on the Issuer's website at <https://www.aboenergy.com/de/unternehmen/anleihe/unternehmensanleihe.php> after the end of the Voting Period. The voting results will also be published in the German Federal Gazette.

IX. Legal consequences of the resolutions being passed and the effectiveness of the amendment to the Terms and Conditions

If the Noteholders effectively resolve on the matters referred to in Section B., this shall have the legal consequence that the resolutions passed are equally binding on all Noteholders. This also applies if the Noteholders did not participate in the resolution or voted against the proposed resolution. An amendment to the Terms and Conditions that has been validly resolved will enter into force upon execution, i.e. when the resolutions passed on the proposed amendments to the Terms and Conditions have been filed with Clearstream and attached to the global certificate in accordance with Section 21 SchVG. When the amendments to the Terms and Conditions come into force, they are binding on all Noteholders, regardless of whether a Noteholder has approved the proposed resolutions or participated in the Vote Without Meeting.

X. Right of appeal of Noteholders

Under the SchVG, every Noteholder has the legal right to challenge any resolution passed by the Vote without Meeting within one month of its announcement in accordance with the provisions of the SchVG. In accordance with these provisions, Noteholders who participated in the vote must lodge a written objection to the voting result within two weeks of the

announcement of the resolutions in order to be able to file an action for annulment with the competent court. The challenge may be based on a violation of the law or the Terms and Conditions.

XI. Requests for assistance

Requests for assistance in completing and submitting votes or other documents in connection with this Invitation to Vote, as well as requests for additional copies of this Invitation to Vote or other relevant documents, may be directed to the Scrutineer at the contact details provided in this Invitation to Vote. Noteholders may also contact their brokers, dealers, commercial bank, custodian or any other party for assistance with this Invitation to Vote.

All questions regarding the form of documents and their validity, the form, eligibility and recognition of votes (including the time of receipt) shall be decided by the Scrutineer, whose decision shall be final and binding subject to applicable law.

Noteholders are responsible for complying with all requirements for participation in the voting procedure. Neither the Issuer nor the Tabulation Agent or the Scrutineer is obliged to inform Noteholders of any failure to comply with the requirements for participation in the voting procedure.

XII. Role of Scrutineer

The Issuer has appointed notary Dr. Matthias Horbach as the Scrutineer in connection with the Vote Without Meeting. The Scrutineer will conduct the Vote Without Meeting. The Scrutineer will determine the voting rights of each Noteholder based on the evidence submitted and draw up a list of Noteholders participating in the Vote without Meeting. The Scrutineer will also keep minutes of the Vote Without Meeting. All questions relating to the form of documents and their validity, as well as questions relating to the form, eligibility to participate (including the time of receipt) and acceptance of a vote cast, shall be decided by the Scrutineer, whose decision shall be final and binding, subject to applicable law. The Scrutineer shall receive a statutory fee for his services.

XIII. No general revocation rights

All Voting Instructions and consent instructions received by the Tabulation Agent and all voting forms received by the Scrutineer generally cannot be revoked by the respective Noteholders after the start of the Voting Period (unless a countermotion is submitted that is not supported by the Issuer). A vote that has been cast may only be revoked after receipt if there is good cause prior to the commencement of the Voting Period.

If the required quorum for the vote is not reached, all consent instructions or Voting Instructions received by the Tabulation Agent will remain effective unless revoked by the Noteholder.

XIV. Cancellation, termination or amendment of the Vote Without Meeting

Notwithstanding the other provisions of this Invitation to Vote, the Issuer reserves the right, within the scope of applicable law and any contractual restrictions, to cancel, terminate or amend the Vote Without Meeting for any reason at its sole discretion before the start of the Voting Period. The Issuer will promptly announce and publish any such cancellation, termination or amendment in a public notice.

XV. Fees and expenses in connection with the Vote Without Meeting

The Issuer shall bear the costs of the Vote Without Meeting and shall pay all fees and expenses in connection with the Vote Without Meeting, except for the fees and expenses incurred by individual Noteholders in connection with the Vote Without Meeting.

XVI. Documents

From the date of the Invitation to Vote until the end of the Voting Period, the following documents will be available to Noteholders on the Issuer's website at <https://www.aboenergy.com/de/unternehmen/anleihe/unternehmensanleihe.php>:

- this Invitation to Vote;
- the Terms and Conditions;
- a comparative version of the current Terms and Conditions and the Terms and Conditions as amended following the implementation of the resolutions proposed in this Invitation to Vote;
- the Voting Form (if necessary, the form already published will be updated);
- the sample form for the Special Proof and the Blocking Notice; and
- the form that can be used to grant a power of attorney.

Upon request by a Noteholder, copies of the aforementioned documents will be sent to them immediately and free of charge. The request should be addressed to:

ABO Energy GmbH & Co. KGaA

–2024/2029 Bond: Vote Without Meeting –
Unter den Eichen 7
65195 Wiesbaden
Germany

or by fax to: +49 (0) 611/267 65-599

or by e-mail to: anleihe@aboenergy.com

XVII. Information on data protection

Regulation (EU) 2016/679 ("**GDPR**") applies to the processing of Noteholders' personal data. The Issuer takes the protection of its Noteholders' personal data and its legally compliant processing very seriously. In the following, the Issuer informs Noteholders about the processing of their personal data:

The Issuer processes the following categories of data relating to Noteholders for the purpose of administering the Bond and the Vote Without Meeting: contact details, number and total nominal amount of Notes held by each Noteholder, information on the Noteholders' custodian bank, custody account number; where applicable, data on a proxy appointed by the Noteholder. The Issuer processes this data exclusively for the purpose of fulfilling the agreements with respect to the Bond (Art. 6 (1) (b) GDPR) and to comply with legal obligations (e.g. under the SchVG). The Issuer stores the data for as long as required by law (under tax law and the SchVG). The above-mentioned data of the Noteholders is received by the Scrutineer on behalf of the Issuer and, if necessary, forwarded to the Issuer and other service providers, lawyers and tax advisors who support the Issuer in organizing the upcoming vote.

The Issuer is responsible for processing the personal data of Noteholders. Noteholders may contact the Issuer if they wish to obtain information about the stored data, assert another right of data subjects (such as correction, deletion, restriction of processing or data disclosure) or object to the further use of their data. Further information on data processing by the Issuer, including the data protection rights of Noteholders and how to contact the Issuer, can be found in the Issuer's detailed data protection information at <https://www.aboenergy.com/de/extra/datenschutz.html>.

XVIII. Important information

This Invitation to Vote does not constitute (i) an offer to purchase or exchange the Notes, nor an offer to sell or a solicitation of an offer to purchase the Notes, nor (ii) an offer, solicitation or invitation to submit an offer to purchase securities available for sale in the United States of America or any other jurisdiction. The Invitation to Vote does not apply in jurisdictions where it is illegal to make or receive such requests or to cast such votes. The Invitation to Vote is not being made to or by any person to whom it is unlawful to make or receive such invitations or to cast such votes under applicable securities laws. The distribution of this Invitation to Vote may be subject to legal restrictions. Persons who come into possession of this Invitation to Vote should inform themselves about such restrictions and comply with them. Persons who distribute this Invitation to Vote must satisfy themselves that this is lawful. Any failure to comply with such restrictions may constitute a violation of the securities laws of the relevant country.

Wiesbaden, January 2026

**ABO Energy GmbH & Co. KGaA
(represented by
Ahn & Bockholt Management GmbH
as general partner)**

– The Management Board –