

– NON-BINDING CONVENIENCE TRANSLATION –

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ABO Energy GmbH & Co. KGaA

Wiesbaden

RESULT OF THE VOTE WITHOUT MEETING AND INVITATION TO A NOTEHOLDERS' MEETING

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")

hereby announces that in the vote without meeting (*Abstimmung ohne Versammlung*)
regarding the resolutions proposed by the Issuer 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")

in accordance with the Issuer's invitation to vote dated 26 January 2026 ("**Invitation to Vote**")

the necessary quorum of participating Noteholders (at least half of the outstanding Notes) was not reached.

The Issuer and the notary Dr. Matthias Horbach, with office in Frankfurt am Main, who has been appointed by the Issuer as scrutineer of the vote without meeting ("**Scrutineer**"), hereby convene, in accordance with Section 18 (4) sentence 2 of the German Bond Act (*Schuldverschreibungsgesetz* – "**SchVG**"), a noteholders' meeting as the so-called second meeting ("**Noteholders' Meeting**").

The holders of the Notes ("**Noteholders**") are invited to attend the Noteholders' Meeting on:

Monday, 9 March 2026, at 14:00 (CET),
in
the premises of Industrie- und Handelskammer
Wilhelmstraße 24-26
65183 Wiesbaden
Germany

Noteholders should read this document ("**Invitation**") carefully and in its entirety.

A. RESULT OF THE VOTE WITHOUT MEETING

The Issuer invited the Noteholders to cast their votes in a vote without meeting within the meaning of Section 18 SchVG, which took place during a voting period from Tuesday, 10 February 2026, at 00:00 (CET), until Thursday, 12 February 2026, at 24:00 (CET) ("**Vote Without Meeting**"). The Scrutineer, after reviewing the votes and supporting documents submitted by the Noteholders by the end of the voting period, determined that the quorum required pursuant to Section 18 (1) SchVG in conjunction with Section 15 (3) sentence 1 SchVG – at least half of the outstanding Notes – was not reached, and therefore the Vote Without Meeting was not quorate.

B. CONVENING OF THE NOTEHOLDERS' MEETING

Against this background, the Issuer and the Scrutineer hereby convene a noteholders' meeting in accordance with Section 18 (4) sentence 2 SchVG; this Noteholders' Meeting shall be deemed to be a second meeting within the meaning of Section 15 (3) sentence 3 SchVG.

The Noteholders' Meeting is convened for the same reasons as the Vote Without Meeting. During the Noteholders' Meeting, the Issuer will request a new vote on the proposed resolutions already submitted as part of the Vote Without Meeting.

C. BACKGROUND TO THE NOTEHOLDERS' 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. As announced by the Issuer in an ad hoc announcement dated 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 a restructuring expert to prepare a restructuring report that meets the requirements of the Federal Court of Justice and the principles of IDW S 6. 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 Noteholders 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, to enable the Restructuring Concept, to resolve the following at the Noteholders' 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.

D. AGENDA OF THE NOTEHOLDERS' MEETING

The following resolutions proposed by the Issuer for the Noteholders' Meeting correspond to the resolutions proposed by the Issuer for the Vote Without Meeting which were published in the Invitation to Vote dated 26 January 2026.

I. ITEM 1: Resolution on the cancellation of the negative pledge

The Issuer proposes to the Noteholders to pass the following resolution at the Noteholders' Meeting:

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. ITEM 2: Resolution on the temporary waiver of the exercise of termination rights

The Issuer proposes to the Noteholders to pass the following resolution at the Noteholders' Meeting:

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

"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

Wirkung einer aufgrund der vorstehend dargestellten Kündigungsrechte erklärten Kündigung entfällt."

termination declared based on the termination rights described above shall be deemed null and void."

III. ITEM 3: 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 proposes to the Noteholders to pass the following resolution at the Noteholders' Meeting:

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. ITEM 4: Resolution on the appointment of a joint representative

The Issuer proposes to the Noteholders to pass the following resolution at the Noteholders' Meeting:

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 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. ITEM 5: Resolution on the authorization and power of attorney of the Joint Representative

The Issuer proposes to the Noteholders to pass the following resolution at the Noteholders' Meeting:

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.

E. APPROVAL BY THE ISSUER

The Issuer unconditionally agrees to its proposed resolutions in accordance with Sections D.I. to D.V. above.

F. VOTING RIGHTS, PARTICIPATION, REPRESENTATION AND FURTHER INFORMATION AND EXPLANATIONS

I. Information on outstanding Notes and voting rights

In accordance with Section 6 (1) sentence 1 SchVG and Section 8.3 (c) sentence 1 of the Terms and Conditions, each Noteholder shall participate in Noteholders' votes 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 invitation to the Noteholders' 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.

The resolution items on the agenda of the Noteholders' Meeting were already the subject of a Vote Without Meeting carried out pursuant to Section 18 SchVG in conjunction with Section 8.3 lit. b) sentence 1 of the Terms and Conditions during the Voting Period from 10 February 2026, 00:00 (CET), to 12 February 2026, 24:00 (CET), in which, however, the quorum required for a valid resolution (at least half of the outstanding Notes) was not reached. The Scrutineer therefore declared the Vote Without Meeting not quorate. Pursuant to Section 18 (4) sentence 2 SchVG, where a vote without meeting is not quorate, a noteholders' meeting may be convened for the purpose of re-voting. A noteholders' meeting convened in this way shall be deemed to be a second meeting within the meaning of Section 15 (3) sentence 3 SchVG.

III. Eligibility to attend, registration and evidence of holding

Unlike in the Vote Without Meeting, participation in the Noteholders' Meeting and the exercise of voting rights are subject to the prior registration of the Noteholders for the Noteholders' Meeting pursuant to Section 8.3 lit. a) sentence 5 of the Terms and Conditions.

Every Noteholder who has duly registered prior to the Noteholders' Meeting is entitled to attend the Noteholders' Meeting and to exercise their voting rights. Pursuant to Section 8.3 lit. a) sentence 6 of the Terms and Conditions, the registration must be received at the following address (by post, fax or e-mail) no later than the third calendar day before the Noteholders' Meeting (i.e. by **6 March 2026, 24:00 (CET)**):

ABO Energy GmbH & Co. KGaA

– 2024/2029 Bond: Invitation to the Noteholders' 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

The registration must at least state the name and address of the Noteholder; in addition, the number of Notes held should be indicated. A template registration form can be downloaded from the Issuer's website (<https://www.aboenergy.com/de/unternehmen/anleihe/unternehmensanleihe.php>). The use of this form is not mandatory.

Noteholders who have not registered at the above address by 6 March 2026, 24:00 (CET) (time of receipt by the Issuer) are neither entitled to attend nor to vote. The same applies to any proxy acting on their behalf.

Noteholders must prove their eligibility to attend the Noteholders' Meeting and to exercise voting rights either together with the registration or, at the latest, upon entry to the Noteholders' Meeting. For this purpose, the Noteholder must submit, in text form (Section 126b of the German Civil Code (*Bürgerliches Gesetzbuch* – "**BGB**")), a current special proof issued by the relevant custodian bank evidencing the Noteholder's holding of Notes in accordance with section 1. below ("**Special Proof**") and a blocking notice in accordance with section 2. below ("**Blocking Notice**").

1. Special Proof

The required Special Proof 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.

2. Blocking Notice

The Blocking Notice is a confirmation issued by the custodian bank that the relevant Notes are not transferable during the period from the date of the Special Proof up to and including the day of the Noteholders' Meeting.

Noteholders are requested to arrive at the Noteholders' Meeting in good time to allow the review of documents. Noteholders should contact their custodian bank in good time with regard to obtaining the Special Proof and the Blocking Notice.

Noteholders who do not submit or provide the Special Proof and the Blocking Notice in text form (Section 126b BGB) at the latest upon entry to the Noteholders' Meeting are neither entitled to attend nor to vote. The same applies to any proxy acting on their behalf.

A template form for the Special Proof and the Blocking Notice, which may be used by the custodian bank, is available on the Issuer's website (<https://www.aboenergy.com/de/unternehmen/anleihe/unternehmensanleihe.php>). The use of this form is not mandatory.

Upon submission of a duly completed Special Proof and Blocking Notice and, if applicable, a proper power of attorney, a voting card will be issued to the relevant Noteholder.

Noteholders who have already participated in the Vote Without Meeting held from 10 February 2026 to 12 February 2026 must – if they wish to exercise their voting rights from the Notes at the Noteholders' Meeting – register properly for the Noteholders' Meeting, submit a (new) Special Proof and a (new) Blocking Notice, and then attend the Noteholders' Meeting in person or be represented at the Meeting and cast their vote again. This also applies to Noteholders who cast their vote in the Vote Without Meeting via the Kroll Issuer Services platform.

IV. Representation by proxies

Each registered Noteholder may be represented at the Noteholders' Meeting by a proxy of their choice. 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 use of this form is not mandatory.

The power of attorney (and the Special Proof and Blocking Notice) must be submitted at the latest upon entry to the Noteholders' Meeting. Where applicable, sufficient proof of the proxy's authority must also be provided at the latest upon entry to the Noteholders' Meeting.

Each Noteholder may be represented at both the registration and the Noteholders' Meeting by the same authorized person. However, it is not necessary for the person registering to also attend the Meeting. This means Noteholders can appoint a proxy either only for the registration or only for participation in the Noteholders' Meeting. Noteholders may also appoint different proxies for the registration and for the Meeting.

Noteholders who do not wish to appoint a third-party proxy may grant a power of attorney with voting instructions to the voting representative appointed by the Issuer, Mr. Alexander Koffka, Head of Communications of the Issuer ("**Voting Representative**"). A form for this is also available at <https://www.aboenergy.com/de/unternehmen/anleihe/unternehmensanleihe.php>. The Voting Representative requires binding instructions on how to vote. The use of the form is not mandatory. Instructions may include voting on all resolutions as proposed or recommended by the Issuer, or instructing the Voting Representative to exercise the voting right at his own discretion in the interests of the Issuer. The Voting Representative is not available to take any action at the Meeting other than voting, to make motions, ask questions or make statements.

The power of attorney and instructions should be sent to the Voting Representative as early as possible, but at the latest upon entry to the Noteholders' Meeting, to the following address to ensure that the power of attorney can be taken into account:

ABO Energy GmbH & Co. KGaA

– 2024/2029 Bond: Invitation to the Noteholders' 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

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 at the Noteholders' Meeting.

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. a limited under English law) are requested to prove both the power of representation of their

legal representatives and the ownership status of the legal entity or partnership they represent with regard to the Notes, at the latest upon entry to the Noteholders' Meeting. 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 Noteholders' Meeting. Under no circumstances shall the proof of representation be submitted in certified or super-certified form.

Where votes are cast via proxy, the requirements for proof of eligibility to participate as set out under Section F.III. also apply.

V. Quorum and majority requirements

Since the required quorum for the Vote Without Meeting in accordance with the Invitation to Vote was not reached, the Noteholders' Meeting is being held as a so-called second meeting within the meaning of Section 15 (3) sentence 3 SchVG pursuant to Section 18 (4) sentence 2 SchVG.

Since resolutions are also to be passed that require a qualified majority in accordance with Section 5 (4) SchVG, the Noteholders' Meeting will constitute a quorum if Noteholders holding at least 25% of the total nominal value of the outstanding Notes are present or represented.

The resolution regarding agenda item 4 pursuant to Section D.IV. of this Invitation 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 regarding agenda items 1, 2, 3 and 5 pursuant to Sections D.I., D.II., D.III. and D.V. each 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)

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

Each Noteholder is entitled to submit their own proposals for resolutions on the agenda items of the Noteholders' Meeting in accordance with the provisions of the SchVG ("**Counter-motions**"). Counter-motions should be submitted in good time so that they can be made available to the Noteholders prior to the commencement of the Noteholders' Meeting. The Issuer will publish any properly submitted and timely received Counter-motions without undue delay on its website at <https://www.aboenergy.com/de/unternehmen/anleihe/unternehmensanleihe.php>.

Noteholders whose holdings in the Notes amount to 5 % of the outstanding Notes may, in accordance with the provisions of the SchVG, request that new items be added to the agenda ("**Supplementary Requests**"). Supplementary Requests must be submitted in due time to permit their publication in the Federal Gazette (*Bundesanzeiger*) no later than the third day before the Noteholders' Meeting.

Counter-motions and Supplementary Requests must be submitted to the Issuer using the contact details provided in this Invitation. When submitting a counter-motion 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.

VII. Right of Information

Each Noteholder is entitled to address questions to the Issuer during the Noteholders' Meeting. The Issuer will provide Noteholders with information to the extent that such information is necessary for a proper assessment of an item on the agenda or a proposed resolution.

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 Noteholders' Meeting. The voting results will also be published in the German Federal Gazette (*Bundesanzeiger*).

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

If the Noteholders validly adopt resolutions, this has, *inter alia*, the legal effect that the resolutions passed are equally binding on all Noteholders. This also applies if the Noteholders did not attend the Noteholders' Meeting, did not participate in the vote or voted against the adopted resolution.

An amendment to the Terms and Conditions that has been duly resolved will enter into force upon implementation, i.e. when:

- the statutory one-month contestation period under the SchVG has expired (provided that, at such time, no action for annulment concerning the Noteholders' Meeting is pending) or, if an action for annulment has been filed, such action has been finally decided in favor of the Issuer or the competent Higher Regional Court (*Oberlandesgericht*), upon application by the Issuer, has declared that the filing of the action does not prevent the implementation of the challenged resolution; and
- the amended Terms and Conditions have been submitted to Clearstream Europe AG and attached to the global note in accordance with Section 21 SchVG.

X. Right of appeal of Noteholders

Under the SchVG, every Noteholder has the legal right to challenge any resolution passed by the Noteholders' 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 object to the resolution in due time 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 with the granting of proxy to the voting representative may be directed to the Voting Representative at the contact details provided in this Invitation.

Requests for assistance with preparing for participation in the Noteholders' Meeting may be directed to the Issuer at the contact details provided in this Invitation. Noteholders may also contact their brokers, dealers, commercial banks, custodian banks or any other person for assistance in connection with this Invitation.

All questions regarding eligibility to participate and the acceptance of votes shall be decided by the chairperson of the Noteholders' Meeting pursuant to Section 15 SchVG, whose determination shall, subject to applicable law, be final and binding.

XII. Cancellation, termination or amendment of the Noteholders' Meeting

Notwithstanding the other provisions of this Invitation, the Issuer reserves the right, within the scope of applicable law and any contractual restrictions, to cancel, terminate or amend the Noteholders' Meeting for any reason at its sole discretion before the start of the Noteholders' Meeting. The Issuer will promptly announce and publish any such cancellation, termination or amendment in a public notice.

XIII. Fees and expenses in connection with the Noteholders' Meeting

The Issuer shall bear the costs of the Noteholders' Meeting and shall pay all fees and expenses in connection with the Noteholders' Meeting, except for the fees and expenses incurred by individual Noteholders in connection with the Noteholders' Meeting.

XIV. Documents

From the date of the Invitation until at least the end of the Noteholders' Meeting, 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 the Noteholders' Meeting;
- the Invitation to Vote dated 26. January 2026;
- the current 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;
- a sample form for registration to participate in the Noteholders' Meeting;
- the sample form for the Special Proof and the Blocking Notice;
- a form that can be used to grant a power of attorney; and
- the power of attorney and voting instruction form to grant powers of attorney to the Voting Representative appointed by the Issuer (if necessary, the form already published will be updated).

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: Invitation to the Noteholders' 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

XV. 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 Noteholders' 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 is, if necessary, forwarded to other service providers, lawyers and tax advisors who support the Issuer in organizing and conducting the Noteholders' Meeting. 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>.

XVI. Important information

This Invitation 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 does not apply in jurisdictions where it is illegal to make or receive such requests or to cast such votes. The Invitation 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 may be subject to legal restrictions. Persons who come into possession of this Invitation should inform themselves about such restrictions and comply with them. Persons who distribute this Invitation 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, February 2026

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

– The Management Board –

Frankfurt am Main, February 2026

***Dr. Matthias Horbach
as Scrutineer of the Vote Without
Meeting during the voting period
from 10. February 2026 until
12. February 2026***