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To the bondholders in:

ISIN NO0012517566 ERH AS 22/25 8,50% Senior Unsecured Bonds 22/25 (the “Bond Issue” or the “Bonds”)

Oslo, 19 November 2024

Summons to Bondholders’ Meeting

Nordic Trustee AS (the “**Bond Trustee**”) acts as bond trustee for the bondholders (the “**Bondholders**”) in the above mentioned bond issue (the “**Bonds**” or the “**Bond Issue**”) issued by ERH AS as issuer (the “**Issuer**”) pursuant to the bond terms dated 11 September 2015 (as amended) (the “**Bond Terms**”).

All capitalised terms used, but not defined herein, shall have the same meaning assigned to them in the Bond Terms. References to Clauses and paragraphs are references to Clauses and paragraphs of the Bond Terms.

*The information in this summons (the “**Summons**”) regarding the Issuer, market conditions and described transactions is provided by the Issuer, and the Bond Trustee expressly disclaims all liability whatsoever related to such information.*

1. Background

In 2022, the Issuer carried out a comprehensive restructuring (the “**2022 Restructuring**”). As part of the 2022 Restructuring, most of the Issuer's wind power projects were transferred to Emergy Holding AB (“**Emergy Holding**”) and the Group's financial obligations were extended to 1 January 2025.

The main purpose of the 2022 Restructuring was to preserve and develop the values of the Issuer's wind power projects for the benefit of the Issuer's creditors and shareholders.

Realization of the Issuer's values has taken longer than expected. The main reason is that the wind power project in Sywash and the Ukrainian wind power projects owned by Emergy Holding have been significantly negatively impacted by Russia's invasion of Ukraine.

Also, the Chinese wind farms remain unable to provide distributable profits due to lack of payment of subsidies from Chinese authorities.

The Issuer currently has financial obligations (in the form of bonds, loans and guarantee obligations) amounting to an equivalent of approximately NOK 4.179 million as per 1 July 2024 (the “**Restructuring Debt**”)¹. The Restructuring Debt falls due on 1 January 2025.

The Issuer has no significant liquidity, and the board considers the value of the Issuer's assets to be significantly lower than the Issuer's financial obligations. The Issuer will not be able to service or refinance the Restructuring Debt on commercial terms when due. Without a restructuring of the Restructuring Debt, the Issuer has no basis for continued operations and must file for bankruptcy.

¹ Based on a EUR to NOK FX-rate of 11.75.

The Issuer's board has therefore put forward a proposal for a global restructuring of the Restructuring Debt to the Issuer's creditors (the "**Global Restructuring**"). In summary, the proposal for a Global Restructuring entails that:

- a) The new maturity date for all Restructuring Debt shall be 1 January 2028.
- b) All interest accrued on all Restructuring Debt from and including 1 July 2024 until the Effective Date (as defined below) are waived in full.
- c) No interest shall accrue on any Restructuring Debt from the Effective Date and until 1 January 2028.
- d) Subject to item e) below, all Restructuring Debt shall be subordinated to the Issuer's other liabilities and service of the Restructuring Debt shall only be made pro rata to all Restructuring Debt based on its outstanding amount as per 1 July 2024 (subject to recalculation in the event that Restructuring Debt is serviced by sale of / distribution from assets with perfected security).
- e) In the event of distributions from or a sale of a perfected security, 97.5% of the net distributions or net sale proceeds (after deduction of any costs incurred by the Issuer in connection with such distribution or sale, such as sales costs) shall be applied towards repayment of the Restructuring Debt that is secured by such security. The remaining part of any distributions from and sale proceeds in respect of secured assets shall be retained by the Issuer, to cover its operational costs and expenses.
- f) No security for any Restructuring Debt may or shall be enforced or declared to be in default by a creditor until 1 January 2028, save in the event of a breach related to d) and e), or a breach of any obligation to maintain such security or any insurance in respect thereof.
- g) Subject to the terms and conditions of any security agreement in respect of any of their asset, the Issuer and its subsidiaries shall have the right to dispose of any of their assets.
- h) The creditors of the Restructuring Debt shall have a right of first refusal to provide new loans for borrowed money to the Issuer on a pro rata basis, except in respect of loans for borrowed money up to an aggregate amount of NOK 5 million.
- i) Reporting requirements will be simplified as requested by the Issuer.

It is contemplated that the Issuer until the new maturity date will work to carry out a sale of the Issuer's assets, so that the creditors to the Restructuring Debt, including the Bondholders, obtain the highest possible recovery.

The contemplated sale of the Issuer's assets to cover the Restructuring Debt will result in the Issuer, upon completion of the sale process, no longer holding any operational assets or business.

The amendments to the terms of the Restructuring Debt, including the sale of all of the Issuer's assets are expected to be approved by all of the Issuer's creditors and the general meeting (as relevant) during December 2024.

The Issuer emphasizes that if relevant approvals by the Issuer's creditors and the general meeting are not obtained, the board will have to file for bankruptcy. It is the board's assessment that the value of the Issuer's assets and the recovery of the Restructuring Debt will be significantly lower in a bankruptcy scenario than in a managed liquidation process.

2. Proposal

The Issuer proposes to the Bondholders to adopt the amendments set out in Appendix 2, subject to the due fulfilment of the terms and conditions set out herein, including section 3 (*Conditions*) (the “**Proposal**”).

3. Conditions

The amendments to the Bond Terms and the other Finance Documents contemplated by the Proposal shall become effective from the date on which the following conditions precedent have, in the Bond Trustee’s sole discretion, been satisfied, delivered or waived (the “**Effective Date**”):

- a) the Bondholders have approved the Proposal by way of Written Resolutions;
- b) the other creditors to the Restructuring Debt (with the necessary majority) have agreed to amend the terms of their respective Restructuring Debt in all material respect in accordance with the Global Restructuring (as applicable to their respective Restructuring Debt);
- c) an amendment agreement to the Bond Terms having been duly executed by the Issuer and the Bond Trustee;
- d) copies of all necessary corporate resolutions of the Issuer to approve the amendments and execute the amendment agreement (including a power of attorney to certain individuals);

always provided that the Bond Terms will remain unchanged if the conditions precedent for the Effective Date set out above have not been satisfied or waived within 20 December 2024.

4. Evaluation of the Proposal

The Proposal is put forward to the Bondholders without further evaluation or recommendation from the Bond Trustee. Nothing herein shall constitute a recommendation to the Bondholders from the Bond Trustee. Each Bondholder should independently evaluate the Proposal and vote accordingly.

5. Further information

For further questions to the Issuer, please contact:

Thorstein Jenssen
Chairman
Thorstein.Jenssen@nh2.no

For further questions to the Bond Trustee, please contact Olav Slagsvold, +47 22 87 94 45, slagsvold@nordictrustee.com.

6. Bondholders’ Meeting:

Bondholders are hereby summoned to a Bondholders’ Meeting:

Time: 3 December 2024 at 11.00 hours (Oslo time),
Place: The premises of Nordic Trustee AS,
Kronprinsesse Märthas Plass 1, 0161 Oslo - 7th floor

Agenda:

1. Approval of the summons.

2. Approval of the agenda.
3. Election of two persons to co-sign the minutes together with the chairman.
4. Request for adoption of the Proposal

It is proposed that the Bondholders' Meeting resolve the following ("the Proposed Resolution"):

"The Bondholders approves the Proposal as described in section 2 (Proposal) of this Summons, subject to the conditions set out in section 3 of this Summons.

The Bond Trustee is hereby authorized to implement the Proposal and carry out other necessary work to implement the Proposal, including to prepare, negotiate, finalize and enter into all necessary agreements in connection with documenting the decisions made in this Bondholders' Meeting as well as carry out necessary completion work, including agreeing on necessary amendments to the Bond Terms and other Finance Documents."

To approve the above Proposed Resolution, Bondholders representing at least 2/3 of the Bonds represented in person or by proxy at the Bondholders' Meeting must vote in favour of the Proposed Resolution. In order to have a quorum, at least 5/10 of the Voting Bonds must be represented at the Bondholders' Meeting. If the Proposed Resolution is not adopted, the Bond Terms and other Finance Documents will remain unchanged.

Please find attached a Bondholder's Form from the Securities Depository (VPS), indicating your bondholding at the printing date. The Bondholder's Form will serve as proof of ownership of the Bonds and of the voting rights at the Bondholders' Meeting. (If the bonds are held in custody - i.e. the owner is not registered directly in the VPS - the custodian must confirm; (i) the owner of the bonds, (ii) the aggregate nominal amount of the bonds and (iii) the account number in VPS on which the bonds are registered.)

The individual bondholder may authorise the Nordic Trustee to vote on its behalf, in which case the Bondholder's Form also serves as a proxy. A scan of the duly signed Bondholder's Form, authorising Nordic Trustee to vote, must then be returned to Nordic Trustee in due time before the Bondholders' Meeting is scheduled by e-mail to mail@nordictrustee.com.

At the Bondholders' Meeting votes may be cast based on Bonds held at close of business on the day prior to the date of the Bondholders' Meeting. In the event that Bonds have been transferred to a new owner after the Bondholder's Form was made, the new Bondholder must bring to the Bondholders' Meeting or enclose with the proxy, as the case may be, evidence which the Bond Trustee accepts as sufficient proof of the ownership of the Bonds.

For practical purposes, we request those who intend to attend the Bondholders' Meeting, either in person or by proxy other than to Nordic Trustee, to notify Nordic Trustee by telephone or by e-mail (mail@nordictrustee.com) within 16:00 hours (4 pm) (Oslo time) the Business Day before the Bondholders' Meeting takes place.

Yours sincerely
Nordic Trustee AS



Olay Slagsvold

Enclosed: Bondholder's Form
Amendments to the Bond Terms

Appendix 2

AMENDMENTS TO THE BOND TERMS

- a) The Maturity Date for the Bonds shall be 1 January 2028.
- b) All interest accrued on the Bonds from and including 1 July 2024 until the Effective Date are waived in full.
- c) No interest shall accrue on the Bonds from the Effective Date until 1 January 2028.
- d) The Bonds shall rank pari passu with all other financial debt of the Issuer as per 1 July 2024 (such financial debt, including the Bonds, the "**Restructuring Debt**"), and be subordinated to all other debt of the Issuer (i.e. other than the Restructuring Debt) so as only to be serviced after all other debt of the Issuer in any insolvency has been repaid in full.
- e) The Bonds and the other Restructuring Debt will only be repaid, in whole or in part, and otherwise serviced on a pari passu basis with other outstanding amounts under the Restructuring Debt as per 1 July 2024, so that the Bonds shall receive 10% (its proportionate share of the Restructuring Debt) of any such repayment or service.

If any secured amount under the Restructuring Debt prior to the time of any such repayment or servicing is repaid or serviced in part by sale of / distributions from assets with security, the outstanding amounts' proportionate part of any such repayment or servicing shall be reduced and the proportionate share of all outstanding amounts shall be recalculated based on the outstanding amount following such repayment or servicing by the security, as such outstanding amount is converted into NOK using the EUR/NOK fx-rate of 11.75.

- f) The Bondholders shall not, and shall procure that their respective trustee shall not, take any enforcement action, accelerate or declare any event of default in respect of the Bonds prior to the Maturity Date (being 1 January 2028) unless such enforcement action or such claim is caused by breach of item d) or e) above and it is not remedied within 10 Business Days upon written notification to the Issuer.
- g) The Issuer shall have the right to at any time repurchase any outstanding amounts under the Restructuring Debt at a price of up to 0.01% of its nominal value.
- h) The Issuer, its subsidiaries and partially owned entities shall have the right to dispose of any assets.
- i) The Bondholders shall have a right of first refusal to provide new loans for borrowed money to the Issuer on a pro rata basis with the other creditors to the Restructuring Debt as per 1 July 2024 so that the Bondholders shall have the right to provide 10% of such new loans, except in respect of loans for borrowed money up to an aggregate amount of NOK 5 million. The percentage as set out herein may be adjusted following a recalculation of the proportionate share of the relevant outstanding amounts as set out in clause e) above.
- j) The Issuer shall no longer be obligated to provide consolidated financial statements. The Financial Statements are to be submitted annually only.