

**From:** Fortress Investment Group LLC, as agent for and on behalf of certain funds, affiliates and/or accounts (the "**Fortress Parties**")

**To:** Harbour Energy plc ("**Harbour**")

17 January 2024

Dear Sir/Madam

## **Project Warwick - Acquisition by Harbour**

### **1. Transaction**

In this undertaking (the "**Undertaking**"), the "**Transaction**" means the acquisition by Harbour of the entire issued and to be issued ordinary share capital of the target company, subject to and in accordance with the terms of the business combination agreement between Harbour, Basf Handels- Und Exportgesellschaft Mit Beschränkter Haftung, L1 Energy Capital Management Services S.à.r.l, BASF SE and Letterone Holdings S.A. dated 21 December 2023 (the "**Business Combination Agreement**"), as more particularly described in the transaction announcement announcing the Transaction issued by Harbour on 21 December 2023 pursuant to Chapter 10 of the Listing Rules of the Financial Conduct Authority (the "**FCA**") (the "**Listing Rules**") (the "**Transaction Announcement**").

### **2. Consideration**

The Undertaking is given in consideration of Harbour agreeing to proceed with the Transaction.

### **3. Introduction**

3.1 We are aware that the Transaction constitutes, for the purposes of the Listing Rules, a transaction which requires, and accordingly is conditional on, among other things, the approval of Harbour's shareholders (the "**Harbour Shareholders**").

3.2 We understand that Harbour is proposing to despatch a class 1 circular (the "**Circular**") and a prospectus (the "**Prospectus**") in respect of the Transaction to the Harbour Shareholders and convene a general meeting of the Harbour Shareholders (together with any adjournments to such meeting, the "**General Meeting**") to consider and, if thought fit, approve:

- (a) a resolution that the Transaction be approved for the purposes of Chapter 10 of the Listing Rules, and that Harbour's directors be authorised to take or procure to be taken all such steps as they consider necessary, expedient or appropriate to implement the Transaction;
- (b) a resolution that the Harbour directors be authorised to exercise all of the powers of Harbour to allot the Harbour ordinary shares and the non-voting ordinary shares with preferential rights required to be allotted and issued to BHE and L1 Energy respectively pursuant to and in accordance with the terms of the Business Combination Agreement and in respect of the non-voting ordinary

shares with preferential rights, with such rights as are set out in the Business Combination Agreement;

(c) a resolution of the independent shareholders of Harbour approving the waiver by the Panel on Takeovers and Mergers (the "**Panel**") of the obligation that would otherwise arise for BHE to make a general offer to Harbour Shareholders pursuant to Rule 9 of the City Code on Takeovers and Mergers (the "**Takeover Code**"); and/ or

(d) any related matters proposed at such meeting,

each a "**Resolution**" and together the "**Resolutions**".

#### 4. **Ownership of shares**

We hereby irrevocably and unconditionally, represent and warrant to Harbour that at the date of this Undertaking:

4.1 We are authorised by the Fortress Parties to control the exercise of all rights, including voting rights, attaching to the number of ordinary shares of 0.002 pence each in the capital of Harbour ("**Harbour Shares**") specified in Schedule 1 (the "**Existing Shares**"), free and clear of any lien, security interest or other interest which imposes any restriction on the right to exercise the voting rights attached to the Existing Shares.

4.2 Save as set out in Schedule 1, neither we nor any Fortress Party is interested in any other securities of Harbour and neither we nor any Fortress Party has any rights to subscribe, purchase or otherwise acquire any securities of Harbour.

4.3 We have full power and authority and the right (free from any legal or other restrictions) to enter into this Undertaking and to perform the obligations in this Undertaking in accordance with its terms, to exercise (or procure the exercise of) all voting rights attaching to the Existing Shares and otherwise to take all necessary actions (or procure that they are taken) to approve the Transaction in respect of the Existing Shares.

#### 5. **Undertakings**

5.1 We irrevocably undertake to Harbour that, provided that (i) the resolutions set out in the Circular are consistent with the Resolutions described in paragraph 3.2 above and (ii) such resolutions and the description of the material terms of the Transaction set out in the Circular and Prospectus are consistent with the terms of the Business Combination Agreement as described in the Transaction Announcement, we shall:

(a) cast (or procure the casting of) all votes in respect of any and all Harbour Shares (or interests in Harbour Shares attributable to or deriving from such Harbour Shares), in respect of which we are the registered holder, the holder of a beneficial interest or in respect of which we are authorised to control the exercise of voting rights, at the voting record time for the General Meeting (the "**Shares**"), in favour of the Resolutions (with or without amendment), either in person or by executing and lodging a form of proxy or by giving an instruction to a proxy via the CREST system as soon as possible and in any event within the time period for receipt of proxies set out in the Circular (or as otherwise announced by Harbour); and

- (b) not revoke or amend any form of proxy referred to in paragraph 5.1(a) which has been lodged or submit any new form of proxy or other proxy voting instructions in respect of the Shares for the purposes of the Resolutions.

5.2 We hereby represent, warrant and irrevocably undertake to Harbour that we shall (and shall, to the extent relevant, procure that the registered holder shall):

- (a) not exercise (or procure the exercise of) any of the voting rights attached to the Shares at the General Meeting other than in accordance with this Undertaking; and
- (b) not, in the capacity as a holder of Shares, enter into any agreement or arrangement with any person, whether or not conditionally, to do or omit to do (as applicable) any of the acts referred to in this paragraph 5.

## 6. Termination of Undertaking

6.1 All of our obligations pursuant to this Undertaking will terminate and cease to have effect on and from the earliest of the following occurrences:

- (a) the Business Combination Agreement is terminated in accordance with its terms;
- (b) if any person announces a firm intention pursuant to Rule 2.7 of the Takeover Code to acquire the entire issued and to be issued ordinary share capital of Harbour;
- (c) the Transaction has not become effective by 23:59 on 20 June 2025; or
- (d) at 23:59 on 31 December 2024 in the event that the Resolutions have not been approved at the General Meeting by such time.

6.2 If the obligations in this Undertaking terminate, we shall have no claim against Harbour and Harbour shall not have a claim against us under this Undertaking other than in respect of any prior breach of any of the terms of this Undertaking.

## 7. Consents

We agree to:

7.1 promptly, upon request, provide such information as you may reasonably require for the preparation of the Circular or Prospectus or any announcement to be made by Harbour in connection with the Transaction in order to comply with the requirements of the London Stock Exchange plc, the FCA, the Takeover Code, the Panel or of any other applicable regulatory authority, law or regulation;

7.2 particulars of this Undertaking (including references to us and the registered holder of any of the Shares in which we have (or will have as the case may be) a beneficial interest) being set out in any announcement or document issued in connection with the Transaction and in the Prospectus and the Circular, provided that we are consulted with in respect of any such disclosure prior to its inclusion in any such announcement or document; and

7.3 this Undertaking being made available for inspection during the Transaction as required by the Panel in its administration of the Takeover Code.

## 8. **Other**

8.1 Any time, date or period referred to in this Undertaking may be extended by mutual agreement but as regards any time, date and period originally fixed or as extended, time shall be of the essence.

8.2 We agree that damages may not be an adequate remedy for breach of this Undertaking and accordingly Harbour shall be entitled to seek the remedies of specific performance, injunction or other equitable remedies.

8.3 The *ejusdem generis* principle of construction shall not apply to this Undertaking. Any phrase introduced by the terms "**other**", "**including**", "**include**" and "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words following or preceding those terms.

8.4 In this Undertaking, references to "**business day**" shall mean a day (excluding Saturdays and Sundays) on which banks are generally open in London for the transaction of normal banking business.

8.5 This Undertaking has no effect on our right and ability to convert, transfer, or sell any and all Harbour Shares or other securities of Harbour (including the Shares) and we will promptly inform Harbour in the event of any change in the number of shares in respect of which we are authorised to control the exercise of voting rights as set out in Schedule 1 and any subsequent reference to Shares or Existing Shares will be read as excluding any such converted, transferred or sold shares.

## 9. **Governing Law and Jurisdiction**

This Undertaking and any non-contractual obligations arising from or in connection with this Undertaking shall be governed by and construed in accordance with English law. We submit to the exclusive jurisdiction of the English courts to decide any dispute arising from or connected with this Undertaking (a "**Dispute**") (including a dispute regarding the existence, validity or termination of this Undertaking or relating to any non-contractual or other obligation arising out of or in connection with this Undertaking or its formation). We agree that the English courts are the most appropriate and convenient courts to settle any Dispute and accordingly, will not argue to the contrary.

**Schedule 1**

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<b>No. of ordinary shares of 0.002 pence in Harbour</b>	<b>Registered holder</b>	<b>Beneficial holders</b>
19,651,612	Bank of New York Nominees Limited	Certain funds, affiliates and/or accounts of Fortress Investment Group LLC

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Signed by (print name) David N. Brooks  
for and on behalf of  
**FORTRESS INVESTMENT GROUP LLC,**  
as agent for and on behalf of the Fortress Parties

Dated: 17 January 2024

We acknowledge and confirm our agreement to the terms above.

**EXECUTED BY**

Howard Landes

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acting for and on behalf of  
**HARBOUR ENERGY PLC**

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