

Side Letter to Irrevocable Undertaking

To: **PP Bidco Limited** (the **Bidder**)
The Shard C/O Foresight Group
32 London Bridge Street
London
United Kingdom
SE1 9SG

21 May 2025

Offer for Harmony Energy Income Trust plc (the Target)

1. Amendments to the Irrevocable Undertaking

- 1.1 We refer to the deed of irrevocable undertaking from us to the Bidder in relation to its potential acquisition of the Target dated 16 April 2025 the (**Irrevocable Undertaking**) and the announcement made by the Bidder in accordance with Rule 2.10(c) of the Takeover Code dated 20 May 2025 (the **Announcement**).
- 1.2 Terms defined in the Irrevocable Undertaking shall have the same meanings when used in this letter, unless otherwise defined below and references to clauses are references to clauses of the Irrevocable Undertaking.
- 1.3 We refer to Appendix 2 of the Irrevocable Undertaking, which states:
- (a) "The following represent our current holdings in the Target.

No. of Target Shares	Registered owner and address	Beneficial owner and address
2,546,000	Dowgate Wealth Limited 15 Fetter Lane, London, EC4A 1BW	Dowgate Wealth Limited 15 Fetter Lane, London, EC4A 1BW"

- 1.4 We also refer to the definition of Shares in Appendix 3 of the Irrevocable Undertaking, which states:
- (a) **"Shares** means the shares, the details of which are set out in Appendix 2 to this undertaking, any Target Shares attributable to or derived from such shares and any interests in Target Shares (as defined in the Code) issued or unconditionally allotted to, or acquired by or on behalf of, ourselves or our nominee(s) after the date of this undertaking;"
- 1.5 We write to confirm that the number of Shares for the purpose of Appendix 2 and, therefore, the definition of Shares in Appendix 3, shall with effect from the 20 May 2025 be 1,840,000 Shares, as stated in the Announcement.
- 1.6 Save for the above, the provisions of the Irrevocable Undertaking remain in full force and effect.

2. **MISCELLANEOUS**

- 2.1 This letter may be executed in any number of counterparts which together shall constitute one letter. Any party may enter into this letter by executing a counterpart and this letter shall not take effect until it has been executed by all parties.
- 2.2 This letter, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this letter or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 2.3 This letter may be varied only by a document duly executed by the parties hereto.

Please indicate your acceptance and agreement to the terms of this letter by signing, delivering and returning the enclosed duplicate of this letter.

Yours faithfully



.....
Simon Carter on behalf of
Dowgate Wealth Limited

Countersigned by:

.....
David Weeks on behalf of
PP Bidco Limited