

ANNOUNCEMENT OF THE RESOLUTIONS

of the bondholders' vote without meeting pursuant to Sec. 18 German Act on Bonds
(*Schuldverschreibungsgesetz – “SchVG”*)
in the period from 9 to 13 September 2021

regarding the

SolarWorld Bearer Bond 14(14-19) Series 1116
(„**SolarWorld Bond 2014/2019-1**“)

ISIN: DE000A1YDDX6 / WKN: A1YDDX

the

SolarWorld Aktiengesellschaft i.L.
Bonn, Germany ("Issuer")

It is announced that the bondholders of the SolarWorld Bond 2014/2019-1, in the vote, convened by publication in the Federal Gazette (*Bundesanzeiger*) of 18 August 2021, without meeting from 9 to 13 September 2021, with a participation of 112,095 units of the total 139,386 outstanding bonds, which corresponds in value to approximately 80.42 % of the outstanding bonds and therefore meets the quorum of at least 50 % of the outstanding bonds pursuant to Sec. 15 para. 3 SchVG, with the majority of more than 50 % of the voting rights participating in the vote required pursuant to Sec. 5 para. 4 sentence 1 SchVG have resolved the following:

Top 1: Resolution on the appropriation of the shares of Zinnwald Lithium PLC

1.1 In accordance with the proposal of the joint representative in the invitation to a bondholders' vote without meeting published in the German Federal Gazette (*Bundesanzeiger*) on August 18, 2021, the bondholders of the SolarWorld Bond 2014/2019-1 ("**Bondholders**") have resolved to use the total of 9,201,255 shares in Zinnwald Lithium PLC with ISIN GB00BFN4GY99 ("**Zinnwald Shares**"), which were transferred to the joint representative in respect of SolarWorld Bond 2014/2019-1 in connection with the sale of the 50% interest in Deutsche Lithium GmbH by the insolvency administrator of SolarWorld AG, as follows:

„1.1.1 The Joint Representative shall offer those Bondholders who prove to him that either

- (i) in the event of a full distribution of all Zinnwald-Shares attributable to the SolarWorld Bond 2014/2019-1 entitled to the Bondholders, the whole Zinnwald-Shares ("**Zinnwald-Shares per Investor**") to which they are entitled in proportion to their respective participation in the total nominal amount of the outstanding Bonds have a value of at least EUR 100,000.00, or*

- (ii) *they are qualified investors pursuant to Sec. 2 of the German Securities Prospectus Act (Wertpapierprospektgesetz – WpPG),*

to transfer Zinnwald Shares to such Bondholders, whereby in the case of lit. (i) the offer must be accepted for shares with a value of at least EUR 100,000.00.

The transfer shall be made at most to the extent of the "Zinnwald Shares per Investor" attributable to the respective recipient and shall be deemed (partial) satisfaction of the recipient's claims under the SolarWorld Bond 2014/2019-1 to the extent of the value of the transferred shares. Only whole Zinnwald Shares shall be transferred, not fractional shares, which shall be settled in accordance with Sec. 1.1.3.

1.1.2. The Joint Representative shall, through a financial services provider, arrange for the Zinnwald Shares for which the offer pursuant to Sec. 1.1.1 above is not accepted and implemented or for which an offer pursuant to Sec. 1.1.1 above is not made, to be sold as market-friendly as possible. The time of sale shall be determined by the Joint Representative on the basis of a recommendation by the financial services provider and may also be extended or shortened. Indicatively, a period of at least six months shall be discussed as the placement period. The Joint Representative is not obliged to achieve a certain minimum sale proceeds. The sale may be effected on the stock exchange or off the stock exchange by way of a private placement by way of a bookbuilding procedure or other recognised comparable procedure.

1.1.3 The Joint Representative shall receive the proceeds of the sale of Zinnwald Shares pursuant to Sec. 1.1.2 above, less all costs to be borne by the Joint Representative in connection with the sale of Zinnwald Shares attributable to SolarWorld Bond 2014/2019-1 and not reimbursed by the insolvency administrator of SolarWorld AG (including the costs for the necessary cooperation of the Joint Representative itself), to the Bondholders as (partial) satisfaction of their claims arising from the Bonds of the SolarWorld Bond 2014/2019-1 in proportion to their respective participation in the total nominal amount of the outstanding Bonds. No payment shall be made if Bondholders are deemed satisfied pursuant to Sec. 1.1.1 or if legal grounds prevent a claim.

1.1.4 The Joint Representative may make use of appropriately commissioned third parties and auxiliary persons for the implementation of the above measures. “

This resolution was adopted in the vote without meeting with 112,095 YES votes (representing 100.00 % of the valid votes cast), 0 NO votes (representing 0.00 % of the valid votes cast) and 0 abstentions (representing 0.00 % of the valid votes cast).

- 1.2 With the adoption of the resolution on Top 1.1, the condition for voting on the alternative resolution proposal on the use of the shares in Zinnwald Lithium PLC submitted under Top 1.2 did not occur.

Top 2: Remuneration of the Joint Representative

In accordance with the proposal of the joint representative in the invitation to a bondholders' vote without meeting published in the German Federal Gazette (*Bundesanzeiger*) on August 18, 2021, the bondholders of SolarWorld Bond 2014/2019-1 ("**Bondholders**") have resolved the following on Top 2:

1. *"The Joint Representative shall receive reasonable remuneration for its future services, which shall be borne by the Bondholders, unless the insolvency administrator of SolarWorld AG bears such remuneration. The Joint Representative will make all reasonable efforts to ensure that the remuneration is borne by the insolvency administrator.*
2. *The amount of the reasonable remuneration shall be determined by applying the provisions of the German Act on the Remuneration of Lawyers (Rechtsanwaltsvergütungsgesetz - RVG) mutatis mutandis as follows:*
 - a. *Object value: EUR 15,000,000 (in words: fifteen million euros).*
 - b. *The remuneration is limited to (cumulative): 2.5 procedural fee for representation in the insolvency opening proceedings incl. increase for representation of several creditors (No. 3314, 1008); 3.0 procedural fee for the insolvency proceedings incl. increase for representation of several creditors (No. 3317, 1008); 3.5 settlement fee incl. increase for representation of several creditors (No. 1000, 1008).*
 - c. *If the proceedings continue beyond 30 June 2024, the Joint Representative shall receive an appropriate remuneration, limited to a maximum of an additional 1.0 procedural fee for the insolvency proceedings for each additional year or part thereof (No. 3317). The amount of the reasonable remuneration shall be voted on by a simple majority (50%+1) of the Bondholders without convening a creditors' meeting.*
 - d. *In addition, the Joint Representative shall be reimbursed for the costs and expenses incurred by him, including the costs of any external advisors, in particular lawyers, who the Joint Representative deems advisable for the performance of his duties.*
 - e. *The remuneration is only determined with regard to the insolvency proceedings of SolarWorld AG. No remuneration is determined for the (insolvent) subsidiaries.*

3. *The Joint Representative shall deduct from the remuneration accruing under 2. the remuneration received to date or paid in the future by the insolvency administrator.*
4. *The Joint Representative shall be entitled to retain the remuneration and reimbursement of expenses due to it from the Bondholders out of amounts paid to the Joint Representative by the insolvency administrator for the purpose of payment to the Bondholders on the insolvency quota, except for the shares in Zinnwald Lithium PLC transferred to the Joint Representative by the insolvency administrator. No remuneration will be retained by the Joint Representative prior to 1 April 2022."*

This resolution was adopted in the vote without meeting with 110,289 YES votes (representing 98.39 % of the valid votes cast), 1,803 NO votes (representing 1.61 % of the valid votes cast) and 3 abstentions (representing 0.00 % of the valid votes cast).

Bonn, September 2021

SolarWorld Aktiengesellschaft i.L.