THIS SCHEME DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in doubt about the contents of this Scheme Document and what action you should take, you should consult an independent financial advisor who, if you are taking such advice in Ireland, is authorised or exempted under the European Union (Markets in Financial Instruments) Regulations 2017 (S.I. No. 375 of 2017) as amended or the Investment Intermediaries Act 1995 of Ireland (as amended) or, if you are taking such advice in the United Kingdom, is authorised pursuant to the Financial Services and Markets Act 2000 of the United Kingdom or, if you are taking advice elsewhere, is an appropriately authorised independent financial advisor.

If you have sold or otherwise transferred all of your DCC Energy Shares, please send this Scheme Document and the accompanying documents (other than documents or forms personalised to you) at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for onward transmission to the purchaser or transferee. If you have sold or otherwise transferred only part of your holding of DCC Energy Shares, you should retain these documents and contact the bank, stockbroker or other agent through whom the sale or transfer was effected.

The release, publication or distribution of this Scheme Document in jurisdictions other than Ireland and the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this Scheme Document comes should inform themselves about and observe such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies involved in the Acquisition disclaim any responsibility or liability for the violation of any such restrictions by any person.

This Scheme Document relates to a transaction which, if implemented, will result in the cancellation of the listing of DCC Energy Shares on the FCA's Official List and the trading of DCC Energy Shares on the London Stock Exchange's Main Market.

RECOMMENDED ACQUISITION OF

DCC ENERGY PLC

BY DRAGON BIDCO LIMITED

A NEWLY INCORPORATED COMPANY INDIRECTLY WHOLLY OWNED BY: (I) FUNDS AND INVESTMENT VEHICLES ADVISED BY ENERGY CAPITAL PARTNERS MANAGEMENT, LP AND ITS AFFILIATES, AND (II) FUNDS AND INVESTMENT VEHICLES ADVISED BY KOHLBERG KRAVIS ROBERTS & CO. L.P. AND ITS AFFILIATES

TO BE IMPLEMENTED BY WAY OF A SCHEME OF ARRANGEMENT UNDER CHAPTER 1 OF PART 9 OF THE COMPANIES ACT 2014

Notices convening the Scheme Meeting and EGM, which will be held at The Clayton Hotel Leopardstown, Central Park, Sandyford Business Park, Co. Dublin, D18 K2P1 on 18 September 2026, are set out at the end of this Scheme Document. The Scheme Meeting will start at 2:00 p.m. and the EGM will start at 2:15 p.m. (or, if later, as soon thereafter as the Scheme Meeting, convened for the same date and place, shall have been concluded or adjourned).

This Scheme Document (including all information incorporated into this Scheme Document by reference to another source) should be read as a whole and in conjunction with the Forms of Proxy. Your attention is drawn to the letter from Mark Breuer, Chair of DCC Energy, in Part I (*Letter from the Chair of DCC Energy plc*) of this Scheme Document, which contains the unanimous recommendation of the DCC Energy Board that you vote in favour of the resolutions to be proposed at the Scheme Meeting and the EGM.

Whether or not DCC Energy Shareholders intend to attend the Scheme Meeting or the EGM in person, DCC Energy Shareholders whose ownership is directly recorded on the Register of Members in book-entry form are asked to complete the enclosed Forms of Proxy, in accordance with the instructions printed on those forms, and to return them either by post or by hand as soon as possible but in any event so as to be received by DCC Energy's Registrar, Computershare Investor Services (Ireland) Limited at 3100 Lake Drive, Citywest Business Campus, Dublin 24, D24 AK82, Ireland, not less than forty-eight (48) hours before the time and date of the relevant meeting. If a Form of Proxy for the Scheme Meeting is not lodged by the relevant time, it may be handed to the Chair of the Scheme Meeting before the start of the Scheme Meeting.

You may appoint a proxy electronically for the Scheme Meeting or the EGM by visiting the website of DCC Energy's Registrar at www.eproxyappointment.com, subject to the terms and conditions contained therein. You will need your Control Number, Shareholder Reference Number (SRN) and PIN as printed on your Form of Proxy.

Persons holding through the Euroclear Bank system or (via a holding of DCC Energy CDIs) through the CREST system will need to comply with the earlier voting deadlines imposed by the respective service offerings, and which may be notified to them by, or on behalf of, Euroclear Bank and Euroclear UK. All persons affected are recommended to consult with their stockbroker or other intermediary at the earliest opportunity. The action to be taken by DCC Energy Shareholders holding: (i) in book-entry form; (ii) through a participant account in the Euroclear Bank System; or (iii) in the CREST system by way of DCC Energy CDI holding, is further described on pages 14 to 16 of this Scheme Document and in the Statement of Procedures contained at the end of the Notice of Scheme Meeting and at the end of the Notice of Extraordinary General Meeting contained in this Scheme Document.

Certain terms used in this Scheme Document are defined in Part IX (*Definitions*).

If you have any questions about this Scheme Document, the Scheme Meeting or the EGM, or are in any doubt as to how to complete the Forms of Proxy, please call the Registrar on +353 (1) 247 5698. Calls are charged at the standard geographical rate and rates may vary by provider. Calls outside Ireland or the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that the Registrar cannot provide advice on the merits of the Scheme, nor give financial, tax, investment or legal advice.

The DCC Energy Directors (whose names are set out in paragraph 2.1 of Part VIII (*Additional Information*) of this Scheme Document) accept responsibility for the information contained in this Scheme Document other than information relating to Bidco, the Bidco Group, funds and investment vehicles advised by Kohlberg Kravis Roberts & Co. L.P. and its affiliates, KKR, the KKR Group, funds and investment vehicles advised by Energy Capital Partners Management, LP and its affiliates, ECP, the ECP Group, the Consortium, the Bidco Directors, the KKR Responsible Persons, the ECP Responsible Persons and members of their immediate families, related trusts and persons connected with them for which the Bidco Directors, the KKR Responsible Persons and the ECP Responsible Persons accept responsibility. To the best of the knowledge and belief of the DCC Energy Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Scheme Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Bidco Directors (whose names are set out in paragraph 2.2 of Part VIII (*Additional Information*) of this Scheme Document) accept responsibility for the information contained in this Scheme Document relating to Bidco, the Consortium (other than the information relating to the Consortium for which the KKR Responsible Persons or the ECP Responsible Persons accept responsibility), the Bidco Group, the Bidco Directors and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the Bidco Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Scheme Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The KKR Responsible Persons (whose names are set out in paragraph 2.3 of Part VIII (*Additional Information*) of this Scheme Document) accept responsibility for the information contained in this

Scheme Document relating to Bidco, the Bidco Group, funds and investment vehicles advised by Kohlberg Kravis Roberts & Co. L.P. and its affiliates, KKR, the KKR Group, the KKR Responsible Persons and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the KKR Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this Scheme Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The ECP Responsible Persons (whose names are set out in paragraph 2.4 of Part VIII (*Additional Information*) of this Scheme Document) accept responsibility for the information contained in this Scheme Document relating to Bidco, the Bidco Group, funds and investment vehicles advised by Energy Capital Partners Management, LP and its affiliates, ECP, the ECP Group, the ECP Responsible Persons and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the ECP Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this Scheme Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

J.P. Morgan Securities plc, which conducts its UK investment banking business as J.P. Morgan Cazenove ("**J.P. Morgan Cazenove**"), and which is authorised in the United Kingdom by the Prudential Regulation Authority (the "**PRA**") and regulated in the United Kingdom by the PRA and the Financial Conduct Authority (the "**FCA**"), is acting as financial advisor exclusively to DCC Energy and for no one else in connection with the Acquisition and will not be responsible to anyone other than DCC Energy in respect of protections that may be afforded to clients of J.P. Morgan Cazenove nor for providing advice in connection with the Acquisition or any matter referred to herein. Neither J.P. Morgan Cazenove nor any of its affiliates (nor their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of J.P. Morgan Cazenove in connection with this Scheme Document, any statement contained herein, the Acquisition or otherwise. No representation or warranty, express or implied, is made by J.P. Morgan Cazenove as to the contents of this Scheme Document.

UBS AG London Branch ("**UBS**"), which is authorised and regulated by the Financial Market Supervisory Authority in Switzerland and authorised by the PRA and subject to regulation by the FCA and limited regulation by the PRA in the United Kingdom, is acting as financial advisor exclusively to DCC Energy and for no one else in connection with the Acquisition and will not be responsible to anyone other than DCC Energy in respect of protections that may be afforded to clients of UBS nor for providing advice in connection with the Acquisition or any matter referred to herein. Neither UBS nor any of its affiliates (nor their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of UBS in connection with this Scheme Document, any statement contained herein, the Acquisition or otherwise. No representation or warranty, express or implied, is made by UBS as to the contents of this Scheme Document.

J&E Davy ("**Davy**"), which is authorised and regulated in Ireland by the Central Bank of Ireland and in the United Kingdom is authorised and regulated by the FCA, is acting exclusively for DCC Energy and no one else in connection with the matters referred to in this Scheme Document and will not be responsible to anyone other than DCC Energy for providing the protections afforded to clients of Davy or for providing advice in connection with the matters referred to in this Scheme Document.

Goldman Sachs International ("**Goldman Sachs**"), which is authorised by the PRA and regulated by the FCA and the PRA in the United Kingdom, is acting exclusively as financial advisor to the Consortium and Bidco, and for no one else in connection with the matters referred to in this Scheme Document and will not be responsible to anyone other than the Consortium and Bidco for providing the protections afforded to clients of Goldman Sachs, or for providing advice in connection with the matters referred to in this Scheme Document. Neither Goldman Sachs nor any of Goldman Sachs' subsidiaries, affiliates or branches owes or accepts any duty, liability or responsibility whatsoever (whether direct, indirect, consequential, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Goldman Sachs in connection with this Scheme Document, any statement contained herein or otherwise.

Morgan Stanley & Co. International plc ("**Morgan Stanley**"), which is authorised by the PRA and regulated by the PRA and the FCA in the United Kingdom, is acting exclusively as financial advisor to the Consortium and Bidco, and for no one else in connection with the matters referred to in this Scheme Document and neither Morgan Stanley nor any of its affiliates, nor their respective directors, officers, employees or agents will be responsible to anyone other than the Consortium or Bidco for providing the protections afforded to its clients or for providing advice in relation to the possible Acquisition, the contents of this Scheme Document or any other matters referred to in this Scheme Document. Neither Morgan Stanley, its affiliates nor any of their respective directors, officers, employees and agents owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Morgan Stanley in connection with this Scheme Document, any statement contained herein or otherwise.

Barclays Bank plc, acting through its Investment Bank ("**Barclays**"), which is authorised by the PRA and regulated by the FCA and the PRA in the United Kingdom, is acting exclusively for the Consortium and Bidco and no one else in connection with the matters referred to in this Scheme Document and will not be responsible to anyone other than the Consortium and Bidco for providing the protections afforded to clients of Barclays nor for providing advice in connection with the matters referred to in this Scheme Document. Neither Barclays nor any of Barclays' subsidiaries, affiliates or branches owes or accepts any duty, liability or responsibility whatsoever (whether direct, indirect, consequential, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Barclays in connection with this Scheme Document, any statement contained herein or otherwise.

BNP Paribas ("**BNP Paribas**") is authorised and regulated by the European Central Bank and the Autorité de Contrôle Prudentiel et de Résolution. BNP Paribas is authorised by the PRA and is subject to regulation by the FCA and limited regulation by the PRA. Details about the extent of BNP Paribas' regulation by the PRA are available from BNP Paribas on request. BNP Paribas has its registered office at 16 Boulevard des Italiens, 75009 Paris, France and is registered with the Companies Registry of Paris under number 662 042 449 RCS and has ADEME identification number FR200182_03KLJ. BNP Paribas London Branch is registered in the UK under number FC13447 and UK establishment number BR000170, and its UK establishment office address is 10 Harewood Avenue, London NW1 6AA. BNP Paribas is acting as financial advisor exclusively for the Consortium and Bidco and no one else in connection with the matters described in this Scheme Document and will not be responsible to anyone other than the Consortium or Bidco for providing the protections afforded to clients of BNP Paribas or for providing advice in relation to the matters described in this Scheme Document or any transaction or arrangement referred to herein.

Cleary Gottlieb Steen & Hamilton LLP and William Fry LLP are, respectively, acting as English and Irish legal advisors to DCC Energy in connection with the Acquisition. Gibson, Dunn & Crutcher UK LLP is acting as English legal advisor to KKR and Bidco in connection with the Acquisition. Latham & Watkins (London) LLP is acting as English legal advisor to ECP and Bidco in connection with the Acquisition. Matheson LLP is acting as Irish legal advisor to ECP and Bidco in connection with the Acquisition. Arthur Cox LLP is acting as Irish legal advisor to KKR in connection with the Acquisition. Kirkland & Ellis International LLP is acting as legal advisor to ECP, KKR and Bidco in respect of the debt financing.

Neither this Scheme Document nor any of the accompanying documents constitute or form, nor are such documents intended to constitute or form, part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities, or the solicitation of any vote or approval pursuant to the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. This Scheme Document does not constitute a prospectus or a prospectus-equivalent document.

This Scheme Document is dated 24 August 2026.

IMPORTANT NOTICES

Overseas Shareholders

The distribution, release or publication of this Scheme Document in or into certain jurisdictions other than Ireland and the United Kingdom and the availability of the Acquisition to DCC Energy Shareholders who are not resident in and citizens of Ireland or the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not resident in Ireland or the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. In particular, the ability of persons who are not resident in Ireland or the United Kingdom to vote their DCC Energy Shares with respect to the Scheme at the Scheme Meeting, or to appoint another person as proxy to vote at the Scheme Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by Bidco or required by the Irish Takeover Rules, and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Copies of this Scheme Document, the Forms of Proxy and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of a Takeover Offer, then (unless otherwise permitted by applicable law and regulation) the Takeover Offer will not be made directly or indirectly, in or into, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, email or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction and the Takeover Offer will not be capable of acceptance by any such use, means, instrumentality or facilities.

Notice to U.S. Shareholders

The Acquisition relates to the shares of an Irish company and is being made by means of a scheme of arrangement provided for under the Act. A transaction effected by means of a scheme of arrangement is not subject to the tender offer or proxy solicitation rules under the U.S. Exchange Act. Accordingly, the Acquisition is subject to the disclosure requirements and practices applicable in Ireland for a public acquisition by scheme of arrangement, which differ from the disclosure requirements of the U.S. tender offer and proxy solicitation rules.

Save as expressly stated, the financial information included in this Scheme Document has been prepared in accordance with IFRS and thus may not be comparable to financial information of U.S. companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

It may be difficult for holders of DCC Energy Shares in the United States (“**U.S. shareholders**”) to enforce any rights or claims arising out of U.S. federal securities laws in connection with the Acquisition, since Bidco and DCC Energy are organised and located in non-U.S. jurisdictions, and some or all of their officers and directors may be residents of non-U.S. jurisdictions. U.S. shareholders may not be able to sue a non-U.S. company or its officers or directors in a non-U.S. court for violations of U.S. securities laws. Further, it may be difficult to compel a non-U.S. company and its affiliates to subject themselves to the jurisdiction and judgment of a U.S. court.

In accordance with, and to the extent permitted by, the Irish Takeover Rules, normal Irish and UK market practice and Rule 14e-5(b) of the U.S. Exchange Act, J.P. Morgan Cazenove, UBS, Davy, Goldman Sachs, Morgan Stanley, Barclays and BNP Paribas and their respective affiliates may continue to act as exempt principal traders or exempt market makers in DCC Energy Shares on the London Stock Exchange and may engage in certain other purchasing activities consistent with their respective usual practices and applicable law. In addition, in compliance with the Irish Takeover Rules, members of the Bidco Group, certain affiliates or their respective nominees or brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, DCC Energy securities other than pursuant to the Acquisition, either in the open market at prevailing prices or through privately negotiated purchases at negotiated prices.

Any information about such purchases will be disclosed to the Irish Takeover Panel and, to the extent that such information is required to be publicly disclosed in Ireland in accordance with applicable regulatory requirements, will be made available via a Regulatory Information Service on the London Stock Exchange’s website, www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in Ireland. If, in the future, Bidco exercises its right to implement the Acquisition by way of a Takeover Offer and determines to extend the Takeover Offer into the U.S., such Takeover Offer would be made in compliance with applicable U.S. laws and regulations, including to the extent applicable the relevant rules under Section 14(e) of the U.S. Exchange Act and Regulation 14E thereunder and in accordance with the Irish Takeover Rules. Such a takeover would be made in the United States by Bidco and no one else. Neither the U.S. Securities and Exchange Commission nor any U.S. state securities commission has approved or disapproved of the Acquisition or determined if this Scheme Document is accurate or complete. Any representation to the contrary is a criminal offence in the United States.

DCC Energy Shareholders in the U.S. also should be aware that the transaction contemplated herein may have tax consequences in the U.S. and, that such consequences, if any, are not described herein. DCC Energy Shareholders in the U.S. are urged to consult with legal, tax and financial advisors.

Statements made in this Scheme Document

The statements contained in this Scheme Document are made as at the date of this Scheme Document, unless some other date or time is specified in relation to them, and service of this Scheme Document shall not give rise to any implication that there has been no change in the facts set forth in this Scheme Document since such date.

Cautionary Statement Regarding Forward-Looking Statements

This Scheme Document (including information incorporated by reference in this Scheme Document), oral statements made regarding the Acquisition, and other information published by Bidco, ECP, KKR and DCC Energy contain certain forward-looking statements with respect to Bidco, ECP, KKR and DCC Energy. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements often use words such as “anticipate”, “target”, “expect”, “estimate”, “intend”, “plan”, “prepare”, “believe”, “will”, “may”, “would”, “could” or “should” or other words of similar meaning or the negative thereof. Forward-looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, budgets, economic performance, financial conditions, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of the operations of members of the Bidco Group, ECP, KKR or the DCC Energy Group; and (iii) the effects of government regulation on the business of members of the Bidco Group, ECP, KKR or the DCC Energy Group.

These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of any such person, or industry results, to be materially different from any results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the present and future business strategies of such persons and the environment in which each will operate in the future. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. All subsequent oral or written forward-looking statements attributable to Bidco, ECP, KKR or DCC Energy (or any member of the Bidco Group or the DCC Energy Group) or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statement above. None of DCC Energy, Bidco, ECP, KKR, the Combined Group or their respective employees, officers, agents, representatives and nominees undertake any obligation to update publicly or revise forward-looking or other statements contained in this Scheme Document, whether as a result of new information, future events or otherwise, except to the extent legally required.

No profit forecasts or estimates

No statement in this Scheme Document is intended as a profit forecast or estimate for any period and no statement in this Scheme Document should be interpreted to mean that earnings or earnings per share for Bidco, KKR, ECP or DCC Energy, respectively, for the current or future financial years would necessarily match or exceed any historical published earnings or earnings per share for Bidco, KKR, ECP or DCC Energy respectively. No statement in this Scheme Document constitutes an estimate of the anticipated financial effects of the Acquisition.

Rule 8 – Dealing Disclosure Requirements

Under Rule 8.3(b) of the Irish Takeover Rules, any person '**interested**' (directly or indirectly) in 1% or more of any class of '**relevant securities**' of DCC Energy must disclose all '**dealings**' in such '**relevant securities**' during the '**offer period**'. The disclosure of a '**dealing**' in '**relevant securities**' by a person to whom Rule 8.3(b) applies must be made by no later than 3:30 p.m. (London time) on the business day following the date of the relevant transaction. This requirement will continue until the '**offer period**' ends. If two or more persons co-operate on the basis of any agreement either express or tacit, either oral or written, to acquire an '**interest**' in '**relevant securities**' of DCC Energy, they will be deemed to be a single person for the purpose of Rule 8.3 of the Irish Takeover Rules. A dealing disclosure must contain the details specified in Rule 8.6(b) of the Irish Takeover Rules, including details of the dealing concerned and of the person's interests and short positions in any '**relevant securities**' of DCC Energy.

All '**dealings**' in '**relevant securities**' of DCC Energy by Bidco, or by any party '**acting in concert**' with Bidco, must also be disclosed by no later than 12:00 noon (London time) on the '**business day**' following the date of the relevant transaction. If two or more persons co-operate on the basis of an agreement, either express or tacit, either oral or written, to acquire for one or more of them an interest in relevant securities, they will be deemed to be a single person for these purposes.

Disclosure tables, giving details of the companies in whose '**relevant securities**' and '**dealings**' should be disclosed, can be found on the Irish Takeover Panel's website at www.irishtakeoverpanel.ie.

'**Interests**' in securities arise, in summary, when a person has long economic exposure, whether conditional or absolute, to changes in the price of securities. In particular, a person will be treated as having an '**interest**' by virtue of the ownership or control of securities, or by virtue of any option in respect of, or derivative referenced to, securities.

If you are in any doubt as to whether or not you are required to disclose a dealing under Rule 8, please consult the Irish Takeover Panel's website at www.irishtakeoverpanel.ie or contact the Irish Takeover Panel on telephone number +353 (1) 678 9020.

Terms in quotation marks in this section are defined in the Irish Takeover Rules, which can also be found on the Irish Takeover Panel's website.

Right to switch to a Takeover Offer

Bidco reserves the right to elect, subject to the terms of the Transaction Agreement, compliance with the Irish Takeover Rules and with the consent of the Irish Takeover Panel (if required), to implement the Acquisition by way of a Takeover Offer for the entire issued and to be issued share capital of DCC Energy (other than the Excluded Shares) as an alternative to the Scheme. In such an event, the Takeover Offer will be implemented on terms at least as favourable to DCC Energy Shareholders (except for an acceptance condition set at 80% of the issued and to be issued share capital of DCC Energy, which may be waived down to "50% plus one DCC Energy Share" by Bidco at its discretion), so far as applicable, as those which would apply to the Scheme and subject to the amendments referred to in

Section C of Part VI (*Conditions and Further Terms of the Acquisition and the Scheme*) of this Scheme Document and in the Transaction Agreement.

Publication of this Scheme Document

Copies of this Scheme Document will be made available free of charge (subject to any applicable restrictions with respect to persons resident in Restricted Jurisdictions) on ECP's website (https://www.ecpgp.com/announcements), KKR's website (https://www.documentdisplay.com/) and on DCC Energy's website (https://www.dccenergy.com/offer-for-dccenergy) by no later than 12:00 noon on the day following the publication of this Scheme Document.

Pursuant to Rule 24.1(c) of the Irish Takeover Rules, this Scheme Document will be made available to DCC Energy employees at https://www.dccenergy.com/offer-for-dccenergy.

Unless expressly provided otherwise, information contained on, or accessible through, any website referred to in this Scheme Document is not a part of, and is not incorporated into, this Scheme Document, and any reference to a website in this Scheme Document is an inactive textual reference only.

Availability of Hard Copies of this Scheme Document

Any DCC Energy Shareholder may request a copy of this Scheme Document in hard copy form by submitting a request in writing to Company Secretary, DCC Energy plc, Leopardstown Road, Foxrock, Dublin 18, Ireland or by email to companysecretary@dcc.ie or by calling telephone number +353 (1) 279 9400 between 9:00 a.m. and 5:00 p.m., Monday to Friday (excluding Irish public holidays). Any written requests must include the identity of the DCC Energy Shareholder and hard copy documents will be posted to the address of the DCC Energy Shareholder provided in the written request.

Any DCC Energy Shareholder who has opted to receive communications from DCC Energy in electronic form will not receive a hard copy of this Scheme Document unless they submit a request in accordance with the immediately preceding paragraph, in which case such DCC Energy Shareholder may also request that all future documents, announcements and information required to be sent to them by DCC Energy or Bidco, as the case may be, in relation to the Acquisition should be sent in hard copy form.

Rounding

Certain figures included in this Scheme Document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an exact arithmetic aggregation of the figures that precede them.

Time

Unless otherwise stated, all references to time in this Scheme Document are to Irish time.

CONTENTS

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

EXPECTED TIMETABLE OF PRINCIPAL EVENTS UP TO THE DATE OF THE MEETINGS

The following timetable is based on DCC Energy and Bidco's current expected dates for the implementation of the Acquisition and the Scheme and is subject to change. If any of the dates and/or times in this expected timetable change, the revised dates and/or times will be notified to DCC Energy Shareholders by announcement through a Regulatory Information Service, with such announcement being made available on DCC Energy's website at https://www.dccenergy.com/offer-for-dccenergy.

Event	Time	Date
Publication of this Scheme Document	-	24 August 2026
Voting Record Time (1)	6:00 p.m.	14 September 2026
Latest time for receipt of Forms of Proxy for the Scheme Meeting (YELLOW Form) (2) (3)	2:00 p.m.	16 September 2026
Latest time for receipt of Forms of Proxy for the Extraordinary General Meeting (PINK Form) (2) (3)	2:15 p.m.	16 September 2026
Scheme Meeting	2:00 p.m.	18 September 2026
Extraordinary General Meeting (4)	2:15 p.m.	18 September 2026

Notes:

1. The Voting Record Time in respect of the Scheme Meeting is 6:00 p.m. on 14 September 2026 (or if the Scheme Meeting is adjourned for fourteen (14) days or more, 6:00 p.m. on the day before the date that falls seventy-two (72) hours before the time appointed for the adjourned meeting). Holdings as of the Voting Record Time determine entitlement to attend, speak, ask questions and in respect of the number of DCC Energy Shares registered in a holder's name, vote at the Scheme Meeting, or if relevant, any adjournment thereof. Changes in the Register of Members after that time will be disregarded in determining the right of any person to attend and/or vote at the Scheme Meeting or any adjournment thereof.

   The Voting Record Time in respect of the EGM is 6:00 p.m. on 14 September 2026 (or if the EGM is adjourned for fourteen (14) days or more, 6:00 p.m. on the day before the date that falls seventy-two (72) hours before the time appointed for the adjourned meeting). Holdings as of the Voting Record Time determine entitlement to attend, speak, ask questions and, in respect of the number of DCC Energy Shares registered in a holder's name, vote at the EGM, or if relevant, any adjournment thereof. Changes in the Register of Members after that time will be disregarded in determining the right of any person to attend and/or vote at the EGM or any adjournment thereof.

2. **Different deadlines and procedures for voting may apply in certain cases. This is particularly relevant if you hold your interest in DCC Energy Shares via the Euroclear System or in DCC Energy CDIs via the CREST system. The relevant voting deadlines are expected to be confirmed by Euroclear Bank and EUI (or Broadridge), and notified by, or on behalf of each of them to EB Participants and CDI Holders respectively. The voting service will process and deliver proxy voting instructions received from CREST members on the Broadridge voting deadline date to Euroclear Bank, by its cut-off and to agreed market requirements. Euroclear Bank will, wherever practical, seek a voting instruction deadline of one (1) hour prior to DCC Energy's proxy appointment deadline. Broadridge's voting deadline will be earlier than Euroclear Bank's voting instruction deadline.**

3. **All such persons who are eligible to exercise voting rights in connection with the Resolutions proposed for consideration at the Scheme Meeting and EGM are recommended to consult with their stockbroker or other intermediary at the earliest opportunity given that earlier deadlines for actions than those set out in the "*Expected Timetable of Principal Events*" will be applied by relevant service providers.**

4. The EGM will commence at 2:15 p.m., or, if later, immediately after the conclusion or adjournment of the Scheme Meeting.

EXPECTED TIMETABLE OF FURTHER EVENTS FOLLOWING THE MEETINGS

The following sequence or dates are provided by way of indicative guidance only, are subject to change and will depend, among other things, on the date on which certain Conditions to the Scheme are satisfied or, if capable of waiver, waived and on the date on which the High Court sanctions the Scheme and confirms the related Reduction of Capital. All times shown in this Scheme Document are Irish time unless otherwise stated. Please also see note 5 below.

Event	**Time / Date**
Cancellation Record Time	*11:59 p.m. on the day before the Scheme Court Hearing*
Scheme Court Hearing (application to the High Court to sanction the Scheme) and issuance of the Court Order	*A date expected to be during the first quarter of 2027 ("D"), subject to the satisfaction (or if applicable, waiver) of the relevant Conditions*
Expected last day of dealings in DCC Energy Shares on the Main Market of the London Stock Exchange	*D + 1 Business Day*
Scheme Record Time	*6:00 p.m. (London time) on D + 1 Business Day*
Effective Date of the Scheme	*D + 2 Business Days*
Cancellation of listing of DCC Energy Shares	*D + 3 Business Days*
Settlement of Base Consideration paid under Scheme (6) (7)	*Within fourteen (14) days of the Effective Date*
Settlement of Technology Disposal Additional Consideration payable (if any and subject to the satisfaction or waiver of certain conditions) under the Scheme (8)	*Within fourteen (14) days of: (i) the Effective Date if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco) before the Effective Date; or (ii) the date on which the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco) if such date is after the Effective Date but no later than the End Date*
End Date (9)	*31 July 2027, or such later date as Bidco and DCC Energy may, with the consent of the Irish Takeover Panel (if required), agree and (if required) the High Court may allow*

Notes:

5. These dates are indicative only and will depend on, among other things, the date upon which: (i) the Conditions of the Scheme are satisfied or (if capable of waiver) waived; and (ii) the sanction of the Scheme by the High Court and the confirmation by the High Court of the Reduction of Capital necessary to implement the Scheme, the delivery of a copy of the Court Order and the minute required by Section 86 of the Act related to the Reduction of Capital to the Registrar of Companies and the registration of the Court Order and minute by the Registrar of Companies. The Acquisition is currently expected to become Effective during the first quarter of 2027.

6. Each of DCC Energy, ECP, KKR and Bidco have assumed certain obligations with respect to the mechanics for completion of the Acquisition, details of which are set out in the Transaction Agreement (see paragraph 8 of Part III (*Explanatory Statement (in compliance with Section 452 of the Act)*) of this Scheme Document).

7. In the case of DCC Energy Shareholders whose ownership is directly recorded on the Register of Members (i.e. those shareholders who hold in book-entry form), the Base Consideration will be paid by electronic payment or despatch of cheques. In the case of DCC Energy Shareholders who hold their interests in DCC Energy Shares through a participant in the Euroclear System, the Base Consideration will be paid by electronic transfer to Euroclear Bank. In the case of Scheme Shares held pursuant to DCC Energy Share Plans, the Base Consideration will be transferred to DCC Energy and then be processed by DCC Energy (or the relevant employing entity in the DCC Energy Group) by such method as may be determined by DCC Energy (including via payroll) net of any required payroll taxes and other charges.

8. In each case subject to satisfaction (or waiver by Bidco at its sole discretion) of all of the Technology Disposal Consideration Conditions prior to the Technology Disposal Long Stop Date:

   (i) in the case of DCC Energy Shareholders whose ownership is directly recorded on the Register of Members (i.e. those shareholders who hold in book-entry form), the Technology Disposal Additional Consideration will be paid by electronic payment or despatch of cheques;

   (ii) in the case of DCC Energy Shareholders who hold their interests in DCC Energy Shares through a participant in the Euroclear System, the Technology Disposal Additional Consideration will be paid by electronic transfer to Euroclear Bank; and

   (iii) in the case of Scheme Shares held pursuant to DCC Energy Share Plans, the Technology Disposal Additional Consideration will be transferred to DCC Energy and then be processed by DCC Energy (or the relevant employing entity in the DCC Energy Group) by such method as may be determined by DCC Energy (including via payroll) net of any required payroll taxes and other charges.

9. This is the latest date by which the Scheme may become Effective. However, the End Date may be extended to such later date as DCC Energy and Bidco may agree in writing (with the Irish Takeover Panel's consent and as the High Court may approve (should such consent and/or approval be required)).

ACTION TO BE TAKEN

For the reasons set out in this Scheme Document, the DCC Energy Directors unanimously recommend that DCC Energy Shareholders vote in favour of the Acquisition and all of the Resolutions (or, if the Acquisition is implemented by way of a Takeover Offer, intend to recommend unanimously that DCC Energy Shareholders accept or procure the acceptance of the Takeover Offer), as those DCC Energy Directors holding interests over DCC Energy Shares have irrevocably undertaken to do in respect of their own beneficial holdings over which those DCC Energy Directors have control over voting rights, and that you take the actions described below.

Meetings to be held on 18 September 2026

The Scheme requires the passing of the Scheme Meeting Resolution at the Scheme Meeting. The Scheme Meeting will be held at The Clayton Hotel Leopardstown, Central Park, Sandyford Business Park, Co. Dublin, D18 K2P1 on 18 September 2026 at 2:00 p.m.

In addition to approval at the Scheme Meeting, implementation of the Scheme also requires various resolutions to be passed at the Extraordinary General Meeting to be held at The Clayton Hotel Leopardstown, Central Park, Sandyford Business Park, Co. Dublin, D18 K2P1 on 18 September 2026 at 2:15 p.m. or, if later, immediately after the conclusion or adjournment of the Scheme Meeting.

Once the Scheme becomes Effective it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Scheme Meeting or the EGM (and if they attended and voted, irrespective of whether or not they voted in favour). Provided the Scheme becomes Effective, Scheme Shareholders will receive their Cash Consideration without having to take further action.

Sign and return the accompanying forms

It is important that as many votes as possible are cast at the Scheme Meeting so that the High Court may be satisfied that there was a fair representation of Scheme Shareholders' opinions.

You are therefore encouraged to exercise your vote in respect of the Scheme Meeting Resolution and the EGM Resolutions as soon as possible and in any event by the relevant voting deadlines, which are as follows:

1. Shareholders who hold in book-entry form

DCC Energy Shareholders whose ownership is directly recorded on the Register of Members (i.e. those shareholders who hold in book-entry form) have been sent a:

- YELLOW Form of Proxy for the Scheme Meeting; and
- PINK Form of Proxy for the EGM.

These Forms of Proxy should be signed and returned either by post or by hand as soon as possible but in any event so as to be received by DCC Energy's Registrar, Computershare Investor Services (Ireland) Limited at 3100 Lake Drive, Citywest Business Campus, Dublin 24, D24 AK82, Ireland not less than forty-eight (48) hours before the time and date of the relevant meeting. If a Form of Proxy for the Scheme Meeting is not lodged by the relevant time, it may also be handed to the Chair of the Scheme Meeting before the start of the Scheme Meeting.

If you hold your DCC Energy Shares in book-entry form, the completion and return of a Form of Proxy either for the Scheme Meeting or for the EGM will not prevent you from attending and voting at either meeting (or any adjournment thereof) in person if you wish to do so. If you wish to amend or revoke your Forms of Proxy after you have returned them to the Registrar, you should contact the Registrar at the address given above.

Alternatively, you may submit your Forms of Proxy electronically, subject to the terms and conditions of electronic voting, by accessing the Registrar's website: www.eproxyappointment.com. You will require your Control Number, Shareholder Reference Number (SRN) and PIN as printed on your Form of Proxy. Full details of the procedures, including voting instructions, are given on the website. This online voting facility will expire at the same time as the deadline for receipt of the relevant Forms of Proxy.

2. Euroclear Bank Participants

DCC Energy Shareholders who hold their interests in DCC Energy Shares through a participant in the Euroclear System (but not as DCC Energy CDIs) can vote by:

- sending electronic voting instructions to Euroclear Bank via SWIFT or to EasyWay Corporate Actions; or

- sending a proxy voting instruction to Euroclear Bank to appoint a third party (other than Euroclear Nominees or the Chair of the Scheme Meeting or EGM) to attend and vote at the Scheme Meeting and/or EGM.

Further detail in relation to the procedures for voting in respect of DCC Energy Shares held by an EB Participant is set out in the Statement of Procedures contained at the end of the Notice of Scheme Meeting and at the end of the Notice of Extraordinary General Meeting contained in this Scheme Document.

The voting deadline for EB Participants will be confirmed by Euroclear Bank and notified by it to EB Participants. Euroclear Bank will, wherever practical, seek a voting instruction deadline of one (1) hour prior to DCC Energy's proxy appointment deadline. However, those holding interests in DCC Energy Shares through the Euroclear Bank System should confirm this deadline with their custodian, stockbroker or other intermediary. Voting instructions cannot be changed or cancelled after Euroclear Bank's voting deadline.

DCC Energy Shareholders who hold their interests in DCC Energy Shares through a participant in the Euroclear System (but not as DCC Energy CDIs) should consult with their stockbroker or other intermediary at the earliest opportunity for further information on the processes and timelines for submitting proxies and voting instructions for the EGM and Scheme Meeting through the respective systems. If your DCC Energy Shares are held by a custodian directly with Euroclear Bank, please contact that custodian.

3. Holders of DCC Energy CDIs

DCC Energy Shareholders who hold their interests in the DCC Energy Shares as DCC Energy CDIs in the CREST system can vote by:

- sending electronic voting instructions to Euroclear Bank via Broadridge; or

- appointing a proxy via the Broadridge Global Proxy Voting service.

Further details in relation to the procedures for voting in respect of shares held as DCC Energy CDIs are set out in the Statements of Procedures at the end of the Notice of Scheme Meeting and Notice of Extraordinary General Meeting each contained in this Scheme Document.

The voting deadline will be confirmed by or on behalf of EUI (by Broadridge) and notified by them to CDI Holders. Broadridge's voting deadline will be earlier than Euroclear Bank's voting instruction deadline.

CDI Holders should consult with their stockbroker or other intermediary at the earliest opportunity for further information on the processes and timelines for submitting proxies and voting instructions for the EGM and Scheme Meeting through the respective systems. If your DCC Energy Shares are held by a custodian directly with Euroclear Bank, please contact that custodian.

4. Participants in the DCC Energy Share Plans

Participants in the DCC Energy Share Plans will be contacted separately on or as soon as possible after the date of despatch of this Scheme Document regarding the effect of the Acquisition on the DCC Energy Share Awards held under the DCC Energy Share Plans. In accordance with Rule 15 of the Irish Takeover Rules, Bidco and DCC Energy will jointly make appropriate proposals to DCC Energy Participants under the DCC Energy Share Plans in relation to the DCC Energy Share Awards.

Enquiries

If you have any queries in relation to action to be taken, please contact DCC Energy's Registrar, Computershare Investor Services (Ireland) Limited, on +353 (1) 247 5698. Calls are charged at the standard geographical rate and rates may vary by provider. Calls outside Ireland and the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that the Registrar cannot provide advice on the merits of the Scheme, nor give financial, tax, investment or legal advice.

PART I - LETTER FROM THE CHAIR OF DCC ENERGY PLC

(DCC Energy plc, incorporated in Ireland under the Act with registered number 54858)

Directors:	***Registered Office:***
Mark Breuer (Chair)	Leopardstown Road
Donal Murphy (Chief Executive)	Foxrock
Kevin Lucey (Chief Operating Officer)	Dublin 18
Conor Murphy (Chief Financial Officer)	Ireland
Katrina Cliffe (Independent Non-Executive Director)	
Caroline Dowling (Senior Independent Non-Executive Director)	
Steven Holland (Independent Non-Executive Director)	
Lily Liu (Independent Non-Executive Director)	***Telephone:***
Alan Ralph (Independent Non-Executive Director)	+353 (1) 279 9400

Company Secretary:
Darragh Byrne

24 August 2026

To DCC Energy Shareholders and, for information only, to DCC Energy Participants under the DCC Energy Share Plans

Dear DCC Energy Shareholder

RECOMMENDED ACQUISITION OF

DCC ENERGY PLC BY

DRAGON BIDCO LIMITED

A NEWLY INCORPORATED COMPANY INDIRECTLY WHOLLY OWNED BY: (I) FUNDS AND INVESTMENT VEHICLES ADVISED BY ENERGY CAPITAL PARTNERS MANAGEMENT, LP AND ITS AFFILIATES, AND (II) FUNDS AND INVESTMENT VEHICLES ADVISED BY KOHLBERG KRAVIS ROBERTS & CO. L.P. AND ITS AFFILIATES

TO BE IMPLEMENTED BY WAY OF A SCHEME OF ARRANGEMENT UNDER CHAPTER 1 OF PART 9 OF THE COMPANIES ACT 2014

1. Introduction

On 27 July 2026, the boards of directors of Dragon Bidco Limited ("**Bidco**") and DCC Energy plc ("**DCC Energy**") announced that they had reached agreement on the terms of a unanimously recommended offer by Bidco pursuant to which Bidco, a newly incorporated company indirectly wholly owned by: (i) funds and investment vehicles advised by Energy Capital Partners Management, LP and its affiliates; and (ii) funds and investment vehicles advised by Kohlberg Kravis Roberts & Co. L.P. and its affiliates (together, the "**Consortium**"), will acquire the entire issued and to be issued share capital of DCC Energy (other than Treasury Shares and DCC Energy Shares in the beneficial ownership of Bidco) by way of a scheme of arrangement under Chapter 1 of Part 9 of the Act.

The purpose of this letter is to explain, among other things: (a) the background to the Acquisition; (b) the reasons why the DCC Energy Board, who have been so advised by J.P. Morgan Cazenove (as financial advisor to DCC Energy) and UBS (as financial advisor and Rule 3 advisor to DCC Energy), considers the terms of the Acquisition to be fair and reasonable; and (c) the DCC Energy Board's reasons for recommending unanimously that you vote in favour of the Acquisition. The Acquisition will be effected by way of a scheme of arrangement under Chapter 1 of Part 9 of the Act, the terms of which are set out in Part V (*Scheme of Arrangement*) of this Scheme Document. The Acquisition and the Scheme are subject to the Conditions and further terms set out in Part VI (*Conditions and Further Terms of the Acquisition and the Scheme*) of this Scheme Document.

It is anticipated that, subject to the satisfaction or waiver (by Bidco or, where applicable, DCC Energy (as the case may be) at their sole discretion) of these Conditions, the Court Hearing will be held before the end of the first quarter of 2027.

2. Terms of the Acquisition

The Scheme is set out in full in Part V (*Scheme of Arrangement*) of this Scheme Document. Under the terms of the Acquisition, DCC Energy Shareholders will be entitled to receive, for each DCC Energy Share:

- 6,525 pence in cash (the "**Base Consideration**"); and
- subject to certain conditions, an additional payment of up to 125 pence in cash (the "**Technology Disposal Additional Consideration**").

The Base Consideration values DCC Energy's entire issued and to be issued share capital at approximately £5.63 billion and represents an attractive premium as follows:

- 30% to DCC Energy's volume-weighted average price of 5,004 pence per DCC Energy Share for the three-month period ended on 28 April 2026 (being the last Business Day prior to the commencement of the Offer Period) (the "**Undisturbed Date**");
- 33% to DCC Energy's volume-weighted average price of 4,907 pence per DCC Energy Share for the twelve-month period ended on the Undisturbed Date;
- 21% to DCC Energy's undisturbed Closing Price of 5,380 pence on the Undisturbed Date, which was also DCC Energy's 52-week high share price at the Undisturbed Date;
- 9% to the median analyst twelve-month forward target price of 6,000 pence per DCC Energy Share as of the Undisturbed Date;
- a value higher than DCC Energy's closing share price at any point over the last five years; and
- a meaningful premium to DCC Energy's average trading multiple since DCC Energy set out the updated strategy for DCC Energy in 2022.

Details of the Technology Disposal Additional Consideration are set out further in paragraph 5 of this Part I and in Part IV (*Particulars of the Technology Disposal Additional Consideration*) of this Scheme Document. If the Technology Disposal Additional Consideration is paid in full, the premium levels set out above would increase by approximately 2-3%.

Since the Consortium first approached DCC Energy on 29 April 2026, DCC Energy Shareholders on DCC Energy's Register of Members at the close of business on 29 May 2026 received the final dividend of 147.22 pence per DCC Energy Share for the financial year ended 31 March 2026 (the "**Final Dividend**"), which was paid on 23 July 2026.

The Base Consideration together with the Final Dividend values DCC Energy's entire issued and to be issued share capital at approximately £5.75 billion and represents an attractive premium as follows:

- 33% to DCC Energy's volume-weighted average price of 5,004 pence per DCC Energy Share for the three-month period ended on the Undisturbed Date;
- 36% to DCC Energy's volume-weighted average price of 4,907 pence per DCC Energy Share for the twelve-month period ended on the Undisturbed Date;
- 24% to DCC Energy's undisturbed Closing Price of 5,380 pence on the Undisturbed Date, which was also DCC Energy's 52-week high share price at the Undisturbed Date;

- 11% to the median analyst twelve-month forward target price of 6,000 pence per DCC Energy Share as of the Undisturbed Date;

- a value higher than DCC Energy's closing share price at any point over the last five years; and

- a meaningful premium to DCC Energy's average trading multiple since DCC Energy set out the updated strategy for DCC Energy in 2022.

Since the Consortium first approached DCC Energy on 29 April 2026, if the Acquisition completes and the Technology Disposal Additional Consideration becomes payable, DCC Energy Shareholders will have received up to 6,797.22 pence in cash for each DCC Energy Share (the "**Total Offer Value**"), comprised of:

- 6,525 pence in cash (i.e. the Base Consideration);

- the Final Dividend of 147.22 pence per DCC Energy Share paid on 23 July 2026 to DCC Energy Shareholders on DCC Energy's Register of Members at the close of business on 29 May 2026; and

- subject to certain conditions, an additional payment of up to 125 pence in cash (i.e. the Technology Disposal Additional Consideration).

If on or after the date of this Scheme Document but prior to the Effective Time, any dividend and/or other distribution and/or any return of capital is announced, declared, made or paid or becomes payable in respect of the DCC Energy Shares, Bidco reserves the right to reduce the Base Consideration by an amount per DCC Energy Share up to the amount of such dividend and/or distribution and/or return of capital, in which case any reference in this Scheme Document to the Base Consideration shall be deemed to be a reference to the Base Consideration as so reduced.

The Acquisition is subject to the Conditions set out in Section A of Part VI (*Conditions and Further Terms of the Acquisition and the Scheme*) of this Scheme Document, including sanction of the Scheme by the Court and the passing of the Scheme Meeting Resolution at the Scheme Meeting (or any adjournment thereof) by Scheme Shareholders holding at least 75% in value of the Scheme Shares held by such Scheme Shareholders at the Voting Record Time who are present and voting either in person or by proxy or in any other manner permitted by the Court or by law at the Scheme Meeting.

In addition to the Scheme Meeting, an EGM will be held (directly after the Scheme Meeting) in order to seek the approval of DCC Energy Shareholders to resolutions relating to the implementation of the Scheme. The current expected dates for the implementation of the Acquisition and the Scheme are set out on pages 10 to 13 of this Scheme Document.

3. DCC Energy Board Recommendation

The DCC Energy Directors, who have been so advised by J.P. Morgan Cazenove and UBS as to the financial terms of the Acquisition, consider the terms of the Acquisition as set out in this Scheme Document to be fair and reasonable. In providing their advice to the DCC Energy Board, J.P. Morgan Cazenove and UBS have taken into account the commercial assessments of the DCC Energy Directors. UBS is providing independent financial advice to the DCC Energy Directors for the purposes of Rule 3 of the Irish Takeover Rules.

The DCC Energy Board believes that the Acquisition is in the best interests of DCC Energy Shareholders as a whole and represents the most effective route for shareholders to realise value.

Since DCC Energy announced its updated strategy for the Energy business in May 2022, with the ambition of doubling operating profit to £830 million by 2030[1] (the "**2030 Ambition**"), DCC Energy has

1 The 2030 Ambition is not, and should not be construed as, a profit forecast for any specific financial period. It represents an aspirational target intended to outline future goals. Such forward-looking statements are subject to risks, uncertainties, and assumptions, and actual results may differ materially. In particular, M&A activity is inherently uncertain, aspirational and subject to factors beyond management's control. Therefore, there can be no certainty the 2030 Ambition will be achieved.

successfully repositioned to become a simpler, leaner, and more focused business. This strategic clarity has laid the foundations for sustainable long-term value creation as a leading multi-energy solutions provider.

Whilst the DCC Energy Board remains confident in the energy strategy and associated 2030 Ambition, the Board believes that the Acquisition represents a compelling opportunity for DCC Energy Shareholders to crystallise value in cash at an attractive premium to DCC Energy's historical trading price.

Background to the DCC Energy Board's Recommendation

Since announcing the 2030 Ambition and accelerating the net zero journey of its customers, the DCC Energy Board has been pleased with the progress made. From FY22 to FY26, or in the first four years of DCC Energy's eight-year strategy, the Energy business has delivered £147 million of operating profit growth, representing approximately 35% of the operating profit growth required to meet the 2030 Ambition. This growth has been delivered through a combination of organic growth and M&A. DCC Energy has also made strong progress on its simplification strategy, announced in 2024, with disposals of DCC Healthcare and its InfoTech business completed, and the process to dispose of DCC Energy's remaining Technology business well progressed.

Looking forward, the delivery of the 2030 Ambition will require a further £275 million of operating profit growth in the remaining four years from FY26 to FY30. As set out in DCC Energy's 2026 Full Year Results, DCC Energy expects c.£115 million of that remaining growth to come from organic profit growth and the remaining c.£160 million to come from acquisition growth. The DCC Energy Board remains confident in DCC Energy's ability to deliver on the 2030 Ambition and continues to implement DCC Energy's strategy, including through the active pursuit of acquisitions of businesses and assets.

On 29 April 2026 the DCC Energy Directors received an unsolicited proposal from the Consortium to acquire the entire issued and to be issued share capital of DCC Energy. While the initial proposal was not at a level that the DCC Energy Directors considered reflected an appropriate value for DCC Energy, as further outlined below, the Consortium made a further six proposals, culminating in the proposal announced on 27 July 2026 of up to 6,797.22 pence in cash per DCC Energy Share.

Reasons for the DCC Energy Board's Recommendation

In assessing the Acquisition, the DCC Energy Board has carefully considered the value of the cash certainty of the Base Consideration, subject to the Acquisition becoming Effective, against the fundamental value of the standalone business, with three principal considerations:

DCC Energy's ability to continue delivering the required level of organic profit growth against an uncertain macroeconomic, regulatory and transition backdrop

DCC Energy is pleased by the level of organic profit growth delivered in the last four years. However, continued delivery of the level of organic profit growth required to meet the 2030 Ambition is not without execution risk. While over the longer term DCC Energy continues to believe its markets can deliver performance in line with these expectations, recent macroeconomic, political and regulatory uncertainty has demonstrated the potential for volatility in DCC Energy's markets, including the rate of adoption of new energy solutions. Additionally, the timing for the required transition away from hydrocarbons and the shift in business model to deliver new energy solutions continues to be a focus and source of uncertainty for equity market investors.

DCC Energy's ability to secure the required level of M&A-led growth at prices that are accretive to DCC Energy shareholders

The remaining c.£160 million of anticipated operating profit growth is expected to come from acquisition-led growth. This element of DCC Energy's 2030 Ambition will require the successful deployment of material capital into acquisition opportunities. DCC Energy is confident in its ability to source these opportunities given the fragmented nature of DCC Energy's end markets, but successful delivery will rely on both being able to find willing sellers and securing those assets at prices that are accretive to DCC Energy's shareholders. Neither of these factors is wholly within DCC Energy's control.

DCC Energy's standalone valuation prospects assuming execution of DCC Energy's strategy

Since setting out its plan in May 2022, DCC Energy has undertaken extensive market education on its Energy business and its prospects. DCC Energy has held: (i) its Leading with Energy Capital Markets Day in May 2022; (ii) its Energy Insights Day in September 2023; and (iii) its strategy update to simplify the DCC Energy Group and focus on its Energy business in November 2024. DCC Energy's 2030 Ambition and the acceleration of the net zero journey of its customers has been a consistent feature of this market education since DCC Energy's Leading with Energy strategy was announced in May 2022. The 2030 Ambition has been central to each of DCC Energy's results presentations in recent years.

In addition, DCC Energy has invested significant time and resources into its investor relations activities, increasing its presence at equity market conferences and other market events. DCC Energy has also enhanced the level of disclosure associated with its Energy business over the same timeframe.

Despite the performance of the Energy business and strategic progress made since 2022, there has been no evidence of a sustained change in the rating of DCC Energy Shares. Over the last 15 years, the Energy business has always been the largest component of DCC Energy. Having successfully completed the disposals of DCC Healthcare and InfoTech and having announced its objective to agree a sale of the Nexora Business during the calendar year 2026, the market has had clarity on the intended structure of the go-forward DCC Energy Group and has accordingly established a broad consensus on value. Whilst DCC Energy has enjoyed the support of a number of committed shareholders, wider market interest has been held back by concerns that the business remains predominantly focused on hydrocarbon distribution and is thus exposed to an uncertain period of energy transition, as well as concerns over the long-term prospects of hydrocarbons.

The DCC Energy shareholder register has become more concentrated in recent years and the number of market participants that have engaged in the DCC Energy story has reduced over time. Despite the progress made and the simplification of the DCC Energy Group, DCC Energy has found it difficult to attract new investors. Feedback from DCC Energy's thorough and regular engagement with current and potential new investors indicates that DCC Energy's exposure to low-volume-growth end markets weighs on perceived terminal value and, in turn, DCC Energy's trading multiple. Consequently, DCC Energy has traded at a broadly consistent multiple of operating profit since its strategy update in May 2022.

This backdrop was further evidenced through the successful £600 million tender offer which DCC Energy executed in December 2025, following the disposal of DCC Healthcare. DCC Energy Shareholders were invited to tender their DCC Energy Shares within a price range of 5,020 to 5,320 pence per DCC Energy Share. The auction price was struck at 5,170 pence per DCC Energy Share, a 3% premium to the closing price of 5,020 pence per DCC Energy Share on 14 November 2025, being the last Business Day prior to the formal announcement of publication of the circular in relation to the tender offer. The tender offer was oversubscribed at the strike price and subject to scaling. The tender offer reduced the issued share capital of DCC Energy by 12%.

Prior to reaching agreement on the terms of the Acquisition, the DCC Energy Board engaged in a robust and lengthy negotiation process with the Consortium. Following the rejection of its initial proposal, the Consortium made a further six proposals, culminating in a revised proposal on 15 July 2026 (before approval and payment of the Final Dividend) that represented a Total Offer Value of up to 6,797.22 pence in cash per DCC Energy Share, comprising an offer of 6,525 pence in cash, retention of the Final Dividend, plus, subject to certain conditions, the Technology Disposal Additional Consideration. The DCC Energy Board also took into consideration that in the approximately twelve (12) weeks following the beginning of the Offer Period and leading up to the Announcement, no other parties beyond the Consortium had announced a possible or firm offer for DCC Energy.

It is against this backdrop that DCC Energy has carefully assessed the terms of the Acquisition. In assessing, and before concluding to recommend, the Acquisition, the DCC Energy Board carefully considered the value to shareholders of certainty in cash, following the Acquisition becoming Effective, of the Base Consideration, at a premium to DCC Energy's undisturbed trading price and at a valuation multiple higher than DCC Energy has been able to sustainably achieve in public markets in recent years. The DCC Energy Board has compared this to the opportunity to deliver better value in the future, including through ongoing ordinary course organic and inorganic value creation initiatives, whilst being mindful of the risks and time involved in delivering that value, which requires both: (i) successful execution of DCC Energy's medium-term strategy; and (ii) a change in the way the wider equity market views the valuation and rating of DCC Energy.

In addition, the DCC Energy Board notes the Consortium's history of investing in UK and European energy assets and the expertise they bring, which the DCC Energy Board believes has the potential to enable an accelerated delivery of the current strategy.

In reaching its decision, the DCC Energy Board has also taken into account the Consortium's stated intentions for the business, management, employees and other stakeholders of DCC Energy, as outlined in more detail in paragraph 4 of this Part I.

The letter from Bidco, in Part II (*Letter from Dragon Bidco Limited*) of this Scheme Document, sets out Bidco's reasons for proposing the Acquisition.

4. Effects of the Acquisition

DCC Energy Shareholders should refer to paragraph 9 of Part II (*Letter from Dragon Bidco Limited*) of this Scheme Document which contains important information on Bidco's intentions for the DCC Energy business, management, employees, operations and governance.

The DCC Energy Board has, in assessing the terms of the Acquisition, given due care and consideration to Bidco's stated intentions for DCC Energy. The DCC Energy Board is pleased to note Bidco's statement that it intends to provide DCC Energy with access to capital, global networks and expertise to support and accelerate DCC Energy's strategic evolution as a pure-play energy-focused business.

The DCC Energy Board notes Bidco's expectation that, by leveraging ECP's and KKR's experience in supporting and transforming businesses, there will be opportunities to work closely with DCC Energy's management team to drive sustainable growth, enhance profitability and capture opportunities across DCC Energy's multi-energy solutions platforms.

The DCC Energy Board notes Bidco's statement that, following completion of the Acquisition, Bidco intends to work with DCC Energy's management to undertake a detailed evaluation of DCC Energy's business and operations which Bidco expects to be completed within a period of approximately twelve (12) months from the Effective Date (the "**Evaluation**"). The DCC Energy Board notes that Bidco's intentions for the business of DCC Energy remain subject to the Evaluation and that the likely repercussions (if any) of the Evaluation on DCC Energy's business and employees are not yet known. The DCC Energy Board however welcomes the stated aims of the Evaluation to support DCC Energy's ongoing transformation to be a more energy-focused business and to maximise efficiencies and the opportunities available to DCC Energy.

The DCC Energy Board notes the importance that Bidco attributes to the skills and experience of DCC Energy's management and employees, recognising the contribution they have made to DCC Energy's achievements to date and the crucial role they will play in its continuing success. Specifically, the DCC Energy Board welcomes Bidco's statement that, following the Effective Date, it intends to safeguard the existing contractual and statutory employment rights, including pension rights, of DCC Energy's management and employees in accordance with applicable law, including any applicable information and consultation obligations.

The DCC Energy Board welcomes Bidco's statement that it does not intend to initiate any change in the locations of DCC Energy's fixed assets or places of business, other than as identified in the Evaluation. Bidco has also confirmed that it does not intend to change the location of DCC Energy's headquarters or headquarters functions in Dublin, other than in respect of DCC Energy's listed-company-related functions which will no longer be required upon DCC Energy becoming a private company. The DCC Energy Board notes that Bidco has agreed pursuant to the Transaction Agreement to the maintenance of certain benefits for employees of the DCC Energy Group (including in relation to salary, bonus, severance and pension entitlements) for a period of not less than twenty-four (24) months following the Effective Date, subject to certain conditions more particularly set out in the Transaction Agreement.

The DCC Energy Board welcomes Bidco's statement that it intends to put in place appropriate management incentivisation arrangements following the Effective Date, as well as Bidco's intention to explore offering non-managerial employees a form of employee ownership participation.

It is intended that, with effect from the Effective Date, each of the non-executive directors of DCC Energy shall resign from their office.

5. Details of the Technology Disposal and Technology Disposal Additional Consideration

Technology Disposal

If a Technology Disposal Agreement is entered into prior to the Effective Date, DCC Energy Shareholders will, in addition to the Base Consideration, be entitled to receive the Technology Disposal Additional Consideration of up to 125 pence in cash per DCC Energy Share if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion) prior to the Technology Disposal Long Stop Date, being 31 July 2027. If the Technology Disposal Net Proceeds are between the Technology Disposal Hurdle and US$800 million, the Technology Disposal Additional Consideration will be between zero and 125 pence per DCC Energy Share calculated on a linear basis by reference to the amount of such Technology Disposal Net Proceeds. If the Technology Disposal Net Proceeds are greater than US$800 million, the maximum amount payable as Technology Disposal Additional Consideration will be 125 pence per DCC Energy Share.

In calculating the Technology Disposal Net Proceeds, certain amounts comprising the Technology Disposal Proceeds Deductions shall be deducted. Technology Disposal Proceeds Deductions comprise adjustments, some of which will be material (including in respect of the cash on balance sheet of the Nexora Business at 31 March 2026), to the equity value of the Nexora Business to reflect the net cash proceeds to DCC Energy on completion of any sale.

The Technology Disposal is well progressed and DCC Energy remains on track to agree a sale of the Nexora Business during the calendar year 2026 (although there is no certainty and there can be no assurance that any Technology Disposal Agreement will be entered into).

The Irish Takeover Panel has agreed that Bidco and DCC Energy may redact certain terms of the Transaction Agreement relating to the Technology Disposal, in light of the commercial sensitivity of that information for the ongoing sales process. Accordingly, in the interests of DCC Energy Shareholders and in order not to prejudice the outcome of the Technology Disposal, certain terms of the Transaction Agreement relating to the Technology Disposal, including details of the Technology Disposal Hurdle and the Technology Disposal Proceeds Deductions, have been redacted from the version of the Transaction Agreement which is available for inspection in the manner described in paragraph 13 of Part VIII (*Additional Information*) of this Scheme Document.

If a Technology Disposal Agreement is entered into prior to the Effective Date, as soon as practicable and within two (2) Business Days, DCC Energy will, following consultation with Bidco, make an announcement via a Regulatory Information Service setting out key particulars of the Technology Disposal Agreement and the consequences for the DCC Energy Shareholders.

Technology Disposal Consideration Conditions

Full particulars of the Technology Disposal Consideration Conditions are set out in Part IV (*Particulars of the Technology Disposal Additional Consideration*) of this Scheme Document.

Payment of the Technology Disposal Additional Consideration

Subject to satisfaction (or waiver by Bidco at its sole discretion) of all of the Technology Disposal Consideration Conditions prior to the Technology Disposal Long Stop Date, Bidco shall pay, or procure the payment of, the Technology Disposal Additional Consideration as follows:

- if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion) on or prior to the Effective Date, the Technology Disposal Additional Consideration shall be paid not later than fourteen (14) days following the Effective Date; and

- if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion) after the Effective Date, the Technology Disposal Additional Consideration shall be paid not later than fourteen (14) days following the Technology Disposal Consideration Conditions having been satisfied (or waived by Bidco at its sole discretion),

in each case, in accordance with, and pursuant to, the terms and conditions of the Scheme (or, if the Acquisition is implemented by way of a Takeover Offer, in accordance with, and pursuant to, the terms and conditions of the Takeover Offer).

Certain further particulars of the Technology Disposal Additional Consideration are set out in Part IV (*Particulars of the Technology Disposal Additional Consideration*) of this Scheme Document.

No Technology Disposal Agreement has been entered into as at the date of this Scheme Document. There is no certainty and there can be no assurance that any Technology Disposal Agreement will be entered into and/or any of the other Technology Disposal Consideration Conditions will be satisfied or waived. Accordingly, there is no certainty and can be no assurance that all or any of the Technology Disposal Additional Consideration will become payable. Unless each of the Technology Disposal Consideration Conditions is satisfied (or waived by Bidco at its sole discretion) prior to the Technology Disposal Long Stop Date, the Technology Disposal Additional Consideration will be zero.

6. Irrevocable Undertakings

Bidco has received irrevocable undertakings from each of the DCC Energy Directors who hold, or hold interests over, DCC Energy Shares to vote (or, where applicable, procure the voting) in favour of the Resolutions at the Scheme Meeting and the EGM as applicable (or, if the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of their own beneficial holdings over which those DCC Energy Directors have control over voting rights, comprising, in aggregate, 239,744 DCC Energy Shares (which in aggregate represent approximately 0.28% of the issued share capital of DCC Energy as of the Latest Practicable Date). The irrevocable undertakings also extend to any DCC Energy Shares acquired by such DCC Energy Directors following the date of the Announcement, whether as a result of the exercise of options, the vesting of conditional awards under the DCC Energy Share Plans or following the issue and allotment to, or transfer to, any such DCC Energy Director of DCC Energy Shares under the DCC Energy DBA or otherwise.

The irrevocable undertakings from the DCC Energy Directors remain binding if a competing offer is made for DCC Energy, and will cease to be binding only if:

- the Scheme becomes Effective;

- Bidco publicly announces, with the consent of the Irish Takeover Panel, that it does not intend to proceed with the Acquisition (whether by Scheme or Takeover Offer);

- the Acquisition has not become Effective by 11:59 p.m. (London time) on the End Date;

- the Scheme or a Takeover Offer (as the case may be) lapses or is withdrawn (which, for the avoidance of doubt, shall not be deemed to have occurred only by reason of Bidco electing to switch from a Scheme to a Takeover Offer) other than in circumstances where the Transaction Agreement has been terminated pursuant to clause 9.1.8 of the Transaction Agreement; or

- any competing offer for the entire issued and to be issued ordinary share capital of DCC Energy is made which becomes or is declared unconditional (if implemented by way of takeover offer under the Irish Takeover Rules) or otherwise becomes effective (if implemented by way of scheme of arrangement).

Further details of the irrevocable undertakings are set out in paragraph 7 of Part III (*Explanatory Statement (in compliance with Section 452 of the Act)*) of this Scheme Document.

7. Conditions

The Acquisition is conditional on, among other things, the Scheme becoming Effective by not later than the End Date. The Conditions to the Acquisition and the Scheme are set out in full in Part VI (*Conditions and Further Terms of the Acquisition and the Scheme*) of this Scheme Document.

The implementation of the Scheme is conditional upon, among other things:

- the passing of the Scheme Meeting Resolution by Scheme Shareholders present and voting, either in person or by proxy, at the Scheme Meeting representing, at the Voting Record Time, at least three-fourths (75%) in value of the DCC Energy Shares held by such Scheme Shareholders present and voting;
- the approval by DCC Energy Shareholders of the EGM Resolutions at the EGM to be held directly after the Scheme Meeting;
- sanction by the High Court (with or without material modification, but subject to any such modification being acceptable to each of Bidco and DCC Energy);
- the High Court having confirmed the related Reduction of Capital;
- the delivery of a copy of the Court Order and the minute required by Section 86 of the Act in respect of the Reduction of Capital to the Registrar of Companies, and the Court Order and such minute being registered by the Registrar of Companies;
- receipt of clearances or relevant waiting periods having expired, as applicable, under applicable merger control, foreign direct investment and financial regulatory regimes of relevant jurisdictions in which the DCC Energy Group operates; and
- the conditions which are not otherwise identified above and which are set out in full in Part VI (*Conditions and Further Terms of the Acquisition and the Scheme*) of this Scheme Document being satisfied or waived (by Bidco or, where applicable, DCC Energy at their sole discretion) on or before the sanction of the Scheme by the High Court pursuant to Chapter 1 of Part 9 of the Act.

8. Current trading and prospects

On 19 May 2026, DCC Energy published its 2026 Full Year Results. On 17 June 2026, DCC Energy released its 2026 Annual Report. On 16 July 2026, DCC Energy published its AGM Trading Statement.

Save as set out in the 2026 Full Year Results, the 2026 Annual Report or the AGM Trading Statement, there has been no material change in the financial or trading position of DCC Energy since 31 March 2026, being the date to which the latest published audited financial statements of DCC Energy were drawn up.

The audited financial statements of DCC Energy for the financial years ended 31 March 2025 and 31 March 2026 are incorporated by reference in Part VII (*Financial and Other Information*) of this Scheme Document.

9. DCC Energy Share Plans

DCC Energy LTIPs

The DCC Energy Remuneration Committee will exercise its discretion pursuant to the DCC Energy LTIPs to determine the extent to which unvested DCC Energy Share Awards will vest and become exercisable in connection with and conditional upon the Scheme becoming Effective, on such basis as may be determined by the DCC Energy Remuneration Committee to be fair and reasonable in the circumstances. DCC Energy Directors who are executive directors participate in the DCC Energy LTIPs alongside other eligible employees in the DCC Energy Group.

Bidco and DCC Energy have agreed that the Scheme Record Time will take place after the Sanction Date, to allow the DCC Energy Participants in the DCC Energy LTIPs who acquire DCC Energy Shares on or before the Sanction Date to have those DCC Energy Shares acquired by Bidco and dealt with through the Scheme.

To the extent that any DCC Energy Shares held or acquired under the DCC Energy Share Plans are subject to a post-vesting holding period restriction, such restriction will cease to apply with effect from, and conditional upon the Effective Date. No dividend equivalents have accrued or will be payable on any DCC Energy Share Awards. The DCC Energy Share Awards shall remain subject to the malus and clawback provisions of Rule 6.6 of the DCC Energy 2009 LTIP and Rule 7 of the DCC Energy 2021 LTIP, save that references in those Rules to the "Committee" will be interpreted for the purpose of those Rules to include a duly authorised committee of Bidco, where applicable following the Effective Date.

In accordance with Rule 15 of the Irish Takeover Rules, Bidco and DCC Energy will jointly make appropriate proposals to DCC Energy Participants under the DCC Energy LTIPs in relation to their DCC Energy Share Awards on or as soon as practicable after the publication of this Scheme Document. Details of those proposals will be set out in letters sent jointly by Bidco and DCC Energy, which will also inform such DCC Energy Participants of the impact of the Scheme on their outstanding DCC Energy Share Awards, the extent to which their unvested DCC Energy Share Awards will vest and/or become exercisable as a result of the Scheme and any actions they will need to take in relation to their DCC Energy Share Awards in connection with the Scheme.

All DCC Energy Shares allotted to satisfy the exercise of vested DCC Energy Share Awards on or before the Scheme Record Time will be Scheme Shares. The proposed amended DCC Energy Articles provide for any DCC Energy Shares allotted after the Scheme Record Time to automatically be acquired by Bidco for the same consideration per DCC Energy Share as is payable to DCC Energy Shareholders by Bidco under the Scheme on the basis that such consideration shall become payable within fourteen (14) calendar days following the allotment of such DCC Energy Shares.

DCC Energy Cash LTIP

Outstanding awards under the DCC Energy Cash LTIP will remain in place notwithstanding the Acquisition and will vest and be paid out in accordance with their terms and DCC Energy's normal practice, subject to such adjustments as the DCC Energy Cash LTIP Committee may reasonably consider appropriate on account of the Acquisition, following consultation with Bidco. DCC Energy Directors do not participate in the DCC Energy Cash LTIP.

DCC Energy EMSS

All holding conditions and any other restrictions attaching to the DCC Energy Shares that are held pursuant to the DCC Energy EMSS or acquired under that scheme after the date of this Scheme Document but before the Sanction Date will cease to apply on the Sanction Date and such DCC Energy Shares will be Scheme Shares subject to the terms of the Scheme. To the extent that the Acquisition results in any DCC Energy Participants having a tax liability solely due to a recalculation of the income tax on their original acquisition of such DCC Energy Shares to reflect the actual period the holding or restriction was in place, DCC Energy intends to pay the related tax liability through payroll on a grossed-up basis in the first practicable payroll after the Effective Date. DCC Energy Directors do not participate in the DCC Energy EMSS.

DCC Energy DBA

All holding conditions and any other restrictions attaching to DCC Energy Shares that are currently held pursuant to the DCC Energy DBA or are acquired under the DCC Energy DBA after the date of this Scheme Document will cease to apply on the Sanction Date and such DCC Energy Shares will be Scheme Shares subject to the terms of the Scheme. Only DCC Energy Directors who are executive directors participate in the DCC Energy DBA.

10. Taxation

Your attention is drawn to paragraph 9 of Part VIII (*Additional Information*) of this Scheme Document. If you are in any doubt as to your tax position, you should consult your independent professional advisor immediately.

11. Overseas Shareholders and U.S. Shareholders

Overseas Shareholders should refer to the section of this Scheme Document entitled "*Overseas Shareholders*" on page 5 of this Scheme Document, which contains important information relevant to such holders.

U.S. shareholders should refer to the section of this Scheme Document entitled "*Notice to U.S. Shareholders*" on page 5 of this Scheme Document.

12. Action to be taken

Your attention is drawn to the summary of the action to be taken on pages 14 to 16 of this Scheme Document and to the Statements of Procedures at the end of the Notice of Scheme Meeting and at the end of the Notice of Extraordinary General Meeting each contained in this Scheme Document.

13. Further information

Your attention is drawn to the explanations contained in the Explanatory Statement in Part III (*Explanatory Statement (in compliance with Section 452 of the Act)*) of this Scheme Document and to the further information in the remainder of this Scheme Document.

DCC Energy and/or Bidco will advise, via Regulatory Information Service, of any future material developments relating to the Acquisition, including but not limited to the results of the Scheme Meeting and the EGM and any adjustments to the indicative dates set out in the "*Expected Timetable of Principal Events*" on pages 10 to 13 of this Scheme Document.

14. Recommendation

The DCC Energy Directors, who have been so advised by J.P. Morgan Cazenove and UBS as to the financial terms of the Acquisition, consider the terms of the Acquisition as set out in the Announcement and this Scheme Document to be fair and reasonable. In providing their advice to the DCC Energy Board, J.P. Morgan Cazenove and UBS have taken into account the commercial assessments of the DCC Energy Directors. UBS is providing independent financial advice to the DCC Energy Directors for the purposes of Rule 3 of the Irish Takeover Rules.

The DCC Energy Board believes that the Acquisition is in the best interests of DCC Energy Shareholders as a whole. Accordingly, the DCC Energy Board recommends unanimously that DCC Energy Shareholders vote in favour of the Acquisition and all of the Resolutions (or, if the Acquisition is implemented by way of a Takeover Offer, intends to recommend unanimously that DCC Energy Shareholders accept or procure the acceptance of the Takeover Offer), as those DCC Energy Directors holding interests over DCC Energy Shares have irrevocably undertaken to do in respect of their own beneficial holdings over which those DCC Energy Directors have control over voting rights comprising, in aggregate, 239,744 DCC Energy Shares, representing approximately 0.28% of the issued share capital of DCC Energy as at the close of business on the Latest Practicable Date.

On behalf of the DCC Energy Board, I would like to thank you again for your consideration and continued support.

Yours sincerely,

Mark Breuer
Chair
DCC Energy plc

PART II - LETTER FROM DRAGON BIDCO LIMITED

(Dragon Bidco Limited, incorporated in Ireland under the Act with registered number 816049)

Directors:	**Registered Office:**
Ryan Miller	32 Molesworth Street
Rafael Romeo Guillen	Dublin
Rahman D'Argenio	D02 Y512
Francesco Ciabatti	Ireland

24 August 2026

To DCC Energy Shareholders and, for information only, to DCC Energy Participants under the DCC Energy Share Plans

Dear DCC Energy Shareholder

RECOMMENDED ACQUISITION OF

DCC ENERGY PLC BY

DRAGON BIDCO LIMITED

A NEWLY INCORPORATED COMPANY INDIRECTLY WHOLLY OWNED BY: (I) FUNDS AND INVESTMENT VEHICLES ADVISED BY ENERGY CAPITAL PARTNERS MANAGEMENT, LP AND ITS AFFILIATES, AND (II) FUNDS AND INVESTMENT VEHICLES ADVISED BY KOHLBERG KRAVIS ROBERTS & CO. L.P. AND ITS AFFILIATES

TO BE IMPLEMENTED BY WAY OF A SCHEME OF ARRANGEMENT UNDER CHAPTER 1 OF PART 9 OF THE COMPANIES ACT 2014

1. Introduction

On 27 July 2026, the boards of directors of Dragon Bidco Limited ("**Bidco**") and DCC Energy plc ("**DCC Energy**") announced that they had reached agreement on the terms of a unanimously recommended offer by Bidco pursuant to which Bidco, a newly incorporated company indirectly wholly owned by: (i) funds and investment vehicles advised by Energy Capital Partners Management, LP and its affiliates; and (ii) funds and investment vehicles advised by Kohlberg Kravis Roberts & Co. L.P. and its affiliates (together, the "**Consortium**"), will acquire the entire issued and to be issued share capital of DCC Energy (other than Treasury Shares and DCC Energy Shares in the beneficial ownership of Bidco) by way of a scheme of arrangement under Chapter 1 of Part 9 of the Act.

Your attention is drawn to the letter from Mark Breuer, the Chair of DCC Energy, on behalf of the DCC Energy Board, set out in Part I (*Letter from the Chair of DCC Energy plc*) of this Scheme Document which contains, among other matters, the unanimous recommendation of the DCC Energy Board to DCC Energy Shareholders to vote in favour of the Acquisition and all of the Resolutions.

I am writing to you in order to explain additional background to and reasons for the Acquisition and also to provide you with other relevant information in relation to the Acquisition.

2. Terms of the Acquisition

The Scheme is set out in full in Part V (*Scheme of Arrangement*) of this Scheme Document. Under the terms of the Acquisition, DCC Energy Shareholders will be entitled to receive, for each DCC Energy Share:

- 6,525 pence in cash (the "**Base Consideration**"); and

- subject to certain conditions, an additional payment of up to 125 pence in cash (the "**Technology Disposal Additional Consideration**").

The Base Consideration values DCC Energy's entire issued and to be issued share capital at approximately £5.63 billion and represents an attractive premium as follows:

- 30% to DCC Energy's volume-weighted average price of 5,004 pence per DCC Energy Share for the three-month period ended on 28 April 2026 (being the last Business Day prior to the commencement of the Offer Period) (the "**Undisturbed Date**");
- 33% to DCC Energy's volume-weighted average price of 4,907 pence per DCC Energy Share for the twelve-month period ended on the Undisturbed Date;
- 21% to DCC Energy's undisturbed Closing Price of 5,380 pence on the Undisturbed Date, which was also DCC Energy's 52-week high share price at the Undisturbed Date;
- 9% to the median analyst twelve-month forward target price of 6,000 pence per DCC Energy Share as of the Undisturbed Date;
- a value higher than DCC Energy's closing share price at any point over the last five years; and
- a meaningful premium to DCC Energy's average trading multiple since DCC Energy set out the updated strategy for DCC Energy in 2022.

Details of the Technology Disposal Additional Consideration are set out further in paragraph 4 of this Part II and in Part IV (*Particulars of the Technology Disposal Additional Consideration*) of this Scheme Document. If the Technology Disposal Additional Consideration is paid in full, the premium levels set out above would increase by approximately 2-3%.

Since the Consortium first approached DCC Energy on 29 April 2026, DCC Energy Shareholders on DCC Energy's Register of Members at the close of business on 29 May 2026 received the final dividend of 147.22 pence per DCC Energy Share for the financial year ended 31 March 2026 (the "**Final Dividend**"), which was paid on 23 July 2026.

The Base Consideration together with the Final Dividend values DCC Energy's entire issued and to be issued share capital at approximately £5.75 billion and represents an attractive premium as follows:

- 33% to DCC Energy's volume-weighted average price of 5,004 pence per DCC Energy Share for the three-month period ended on the Undisturbed Date;
- 36% to DCC Energy's volume-weighted average price of 4,907 pence per DCC Energy Share for the twelve-month period ended on the Undisturbed Date;
- 24% to DCC Energy's undisturbed Closing Price of 5,380 pence on the Undisturbed Date, which was also DCC Energy's 52-week high share price at the Undisturbed Date;
- 11% to the median analyst twelve-month forward target price of 6,000 pence per DCC Energy Share as of the Undisturbed Date;
- a value higher than DCC Energy's closing share price at any point over the last five years; and
- a meaningful premium to DCC Energy's average trading multiple since DCC Energy set out the updated strategy for DCC Energy in 2022.

Since the Consortium first approached DCC Energy on 29 April 2026, if the Acquisition completes and the Technology Disposal Additional Consideration becomes payable, DCC Energy Shareholders will have received up to 6,797.22 pence in cash for each DCC Energy Share (the "**Total Offer Value**"), comprised of:

- 6,525 pence in cash (i.e. the Base Consideration);

- the Final Dividend of 147.22 pence per DCC Energy Share paid on 23 July 2026 to DCC Energy Shareholders on DCC Energy's Register of Members at the close of business on 29 May 2026; and

- subject to certain conditions, an additional payment of up to 125 pence in cash (i.e. the Technology Disposal Additional Consideration).

If on or after the date of this Scheme Document but prior to the Effective Time, any dividend and/or other distribution and/or any return of capital is announced, declared, made or paid or becomes payable in respect of the DCC Energy Shares, Bidco reserves the right to reduce the Base Consideration by an amount per DCC Energy Share up to the amount of such dividend and/or distribution and/or return of capital, in which case any reference in this Scheme Document to the Base Consideration shall be deemed to be a reference to the Base Consideration as so reduced.

The Acquisition is subject to the Conditions set out in Section A of Part VI (*Conditions and Further Terms of the Acquisition and the Scheme*) of this Scheme Document, including sanction of the Scheme by the Court and the passing of the Scheme Meeting Resolution at the Scheme Meeting (or any adjournment thereof) by Scheme Shareholders holding at least 75% in value of the Scheme Shares held by such Scheme Shareholders at the Voting Record Time who are present and voting either in person or by proxy or in any other manner permitted by the Court or by law at the Scheme Meeting.

In addition to the Scheme Meeting, an EGM will be held (directly after the Scheme Meeting) in order to seek the approval of DCC Energy Shareholders to resolutions relating to the implementation of the Scheme. The current expected dates for the implementation of the Acquisition and the Scheme are set out on pages 10 to 13 of this Scheme Document.

3. Background to and reasons for the Acquisition

DCC Energy is a high-quality international energy distributor. It has leading positions in its markets, a resilient operating model, and a track record of strong cash generation from its core energy products and mobility businesses coupled with a scalable energy services platform. DCC Energy operates across 16 countries serving approximately 10 million customers annually, accessing a diverse mix of end markets.

Bidco views DCC Energy as being at an important point in its development. In November 2024, DCC Energy announced its intention to simplify the DCC Energy Group's operations, focusing on the growth and development of DCC Energy. Strong progress has been made to create a focused energy group and the ongoing Technology Disposal is the last milestone in transforming DCC Energy into a pure-play energy leader. This simplification will allow DCC Energy to focus exclusively on helping customers navigate the energy transition. DCC Energy's Energy Services platform is well positioned to help customers optimise their energy spend, benefit from decarbonisation and respond to the broader evolution of energy demand. Combining stable and dependable cash flows from its core businesses with the growing Energy Services offering positions DCC Energy as a key multi-solution energy solutions provider for its customers.

As DCC Energy becomes a focused energy company, Bidco sees clear opportunities from that strategic transition. At the same time, this transition will take place in an energy market shaped by changing macroeconomic, geopolitical and regulatory factors. Successful execution will require significant patience and adaptation to navigate the inevitable volatility and challenges that lie ahead.

Against this backdrop, Bidco believes that DCC Energy's existing strategy can be accelerated under private ownership with access to capital, operational focus and enhanced strategic flexibility to pursue growth opportunities with greater speed and consistency. In particular, private ownership would allow DCC Energy to pursue inorganic growth in fragmented liquid petroleum gas (LPG) markets where independent operators remain widespread, building on DCC Energy's proven M&A track record. As a private company, DCC Energy's management team will have more flexibility to invest capital to support DCC Energy customers.

Bidco believes that ECP and KKR would bring highly complementary capabilities to the ownership of DCC Energy, combining ECP's specialist expertise in energy and environment infrastructure and KKR's global infrastructure platform and operational resources. Both have substantial experience in complex public-to-private transactions and in supporting businesses through periods of strategic evolution under private ownership, which is particularly relevant to DCC Energy. Both also bring substantial on-the-ground resources and expertise in energy infrastructure in DCC Energy's priority growth markets, including in executing M&A opportunities. ECP's acquisition of Calpine saw more than US$900 million invested to build a clear energy-transition story and KKR's acquisitions of ContourGlobal and Albioma featured the repositioning of both businesses from coal-fired generation into clean energy and renewables.

Together, KKR and ECP provide the experience, capabilities and patient capital to add value as long-term partners to DCC Energy as it navigates the continually evolving energy landscape and progresses through its next phase of growth. Bidco recognises the significant contribution of DCC Energy's management team and employees, and intends to support them by leveraging the Consortium's global value-creation resources to deliver best-in-class asset management.

4. Details of the Technology Disposal and Technology Disposal Additional Consideration

Technology Disposal

If a Technology Disposal Agreement is entered into prior to the Effective Date, DCC Energy Shareholders will, in addition to the Base Consideration, be entitled to receive the Technology Disposal Additional Consideration of up to 125 pence in cash per DCC Energy Share if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion) prior to the Technology Disposal Long Stop Date, being 31 July 2027. If the Technology Disposal Net Proceeds are between the Technology Disposal Hurdle and US$800 million, the Technology Disposal Additional Consideration will be between zero and 125 pence per DCC Energy Share calculated on a linear basis by reference to the amount of such Technology Disposal Net Proceeds. If the Technology Disposal Net Proceeds are greater than US$800 million, the maximum amount payable as Technology Disposal Additional Consideration will be 125 pence per DCC Energy Share.

In calculating the Technology Disposal Net Proceeds, certain amounts comprising the Technology Disposal Proceeds Deductions shall be deducted. Technology Disposal Proceeds Deductions comprise adjustments, some of which will be material (including in respect of the cash on balance sheet of the Nexora Business at 31 March 2026), to the equity value of the Nexora Business to reflect the net cash proceeds to DCC Energy on completion of any sale.

Bidco understands from DCC Energy that the Technology Disposal is well progressed and DCC Energy remains on track to agree a sale of the Nexora Business during the calendar year 2026 (although there is no certainty and there can be no assurance that any Technology Disposal Agreement will be entered into).

The Irish Takeover Panel has agreed that Bidco and DCC Energy may redact certain terms of the Transaction Agreement relating to the Technology Disposal, in light of the commercial sensitivity of that information for the ongoing sales process. Accordingly, in the interests of DCC Energy Shareholders and in order not to prejudice the outcome of the Technology Disposal, certain terms of the Transaction Agreement relating to the Technology Disposal, including details of the Technology Disposal Hurdle and the Technology Disposal Proceeds Deductions, have been redacted from the version of the Transaction Agreement which is available for inspection in the manner described in paragraph 13 of Part VIII (*Additional Information*) of this Scheme Document.

If a Technology Disposal Agreement is entered into prior to the Effective Date, as soon as practicable and within two (2) Business Days, DCC Energy will, following consultation with Bidco, make an announcement via a Regulatory Information Service setting out key particulars of the Technology Disposal Agreement and the consequences for the DCC Energy Shareholders.

Technology Disposal Consideration Conditions

Full particulars of the Technology Disposal Consideration Conditions are set out in Part IV (*Particulars of the Technology Disposal Additional Consideration*) of this Scheme Document.

Payment of the Technology Disposal Additional Consideration

Subject to satisfaction (or waiver by Bidco at its sole discretion) of all of the Technology Disposal Consideration Conditions prior to the Technology Disposal Long Stop Date, Bidco shall pay, or procure the payment of, the Technology Disposal Additional Consideration as follows:

- if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion) on or prior to the Effective Date, the Technology Disposal Additional Consideration shall be paid not later than fourteen (14) days following the Effective Date; and

- if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion) after the Effective Date, the Technology Disposal Additional Consideration shall be paid not later than fourteen (14) days following the Technology Disposal Consideration Conditions having been satisfied (or waived by Bidco at its sole discretion),

in each case, in accordance with, and pursuant to, the terms and conditions of the Scheme (or, if the Acquisition is implemented by way of a Takeover Offer, in accordance with, and pursuant to, the terms and conditions of the Takeover Offer).

Certain further particulars of the Technology Disposal Additional Consideration are set out in Part IV (*Particulars of the Technology Disposal Additional Consideration*) of this Scheme Document.

No Technology Disposal Agreement has been entered into as at the date of this Scheme Document. There is no certainty and there can be no assurance that any Technology Disposal Agreement will be entered into and/or any of the other Technology Disposal Consideration Conditions will be satisfied or waived. Accordingly, there is no certainty and can be no assurance that all or any of the Technology Disposal Additional Consideration will become payable. Unless each of the Technology Disposal Consideration Conditions is satisfied (or waived by Bidco at its sole discretion) prior to the Technology Disposal Long Stop Date, the Technology Disposal Additional Consideration will be zero.

5. Irrevocable Undertakings

Bidco has received irrevocable undertakings from each of the DCC Energy Directors who hold, or hold interests over, DCC Energy Shares to vote (or, where applicable, procure the voting) in favour of the Resolutions at the Scheme Meeting and the EGM as applicable (or, if the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of their own beneficial holdings over which those DCC Energy Directors have control over voting rights, comprising, in aggregate, 239,744 DCC Energy Shares (which in aggregate represent approximately 0.28% of the issued share capital of DCC Energy as of the Latest Practicable Date). The irrevocable undertakings also extend to any DCC Energy Shares acquired by such DCC Energy Directors following the date of the Announcement, whether as a result of the exercise of options, the vesting of conditional awards under the DCC Energy Share Plans or following the issue and allotment to, or transfer to, any such DCC Energy Director of DCC Energy Shares under the DCC Energy DBA or otherwise.

The irrevocable undertakings from the DCC Energy Directors remain binding if a competing offer is made for DCC Energy, and will cease to be binding only if:

- the Scheme becomes Effective;

- Bidco publicly announces, with the consent of the Irish Takeover Panel, that it does not intend to proceed with the Acquisition (whether by Scheme or Takeover Offer);

- the Acquisition has not become Effective by 11:59 p.m. (London time) on the End Date;

- the Scheme or a Takeover Offer (as the case may be) lapses or is withdrawn (which, for the avoidance of doubt, shall not be deemed to have occurred only by reason of Bidco electing to switch from a Scheme to a Takeover Offer) other than in circumstances where the Transaction Agreement has been terminated pursuant to clause 9.1.8 of the Transaction Agreement; or

- any competing offer for the entire issued and to be issued ordinary share capital of DCC Energy is made which becomes or is declared unconditional (if implemented by way of takeover offer under the Irish Takeover Rules) or otherwise becomes effective (if implemented by way of scheme of arrangement).

Further details of the irrevocable undertakings are set out in paragraph 7 of Part III (*Explanatory Statement (in compliance with Section 452 of the Act)*) of this Scheme Document.

6. Information on Bidco, ECP and KKR

Information relating to Bidco

Bidco is a private company limited by shares incorporated under the laws of Ireland for the purpose of implementing the Acquisition and is indirectly wholly owned by funds, vehicles and/or accounts advised and/or managed by ECP and KKR. Bidco has not traded since its date of incorporation, nor has it entered into any obligations other than in connection with the Acquisition. On completion of the Acquisition, it is expected that Bidco will be owned 36.67% by ECP and 63.33% by KKR.

The current directors of Bidco are Ryan Miller, Rafael Romeo Guillen, Rahman D'Argenio and Francesco Ciabatti.

Information relating to ECP

ECP, founded in 2005, is a leading equity and credit investor across energy transition infrastructure, with a focus on investing in electricity and sustainability infrastructure providing reliable, affordable and clean energy. ECP combines deep domain expertise with a value-added, operationally focused investment approach. Since inception, ECP has secured more than US$40 billion in capital commitments from institutional investors globally. ECP is the infrastructure investment platform of Bridgepoint Group Plc (LSE: BPT.L), a London-listed global leader in middle-market private equity, credit, infrastructure and secondaries. Together, they manage approximately US$98 billion in combined assets under management.

ECP is among the most active investors in North American and UK energy infrastructure across the energy value chain, including renewables, environmental infrastructure, natural gas marketing, and downstream infrastructure. Over the course of ECP's history, it has invested over US$23 billion in clean energy assets, utilising a partnership-led approach to better position businesses for the energy transition and future growth initiatives.

ECP's current and realised portfolio of UK investments includes Grain LNG, Europe's largest LNG regasification terminal; Biffa, a leading integrated waste management and circular economy business; Atlantica, an owner and operator of a large, diversified portfolio of contracted renewable and power assets; and Triton Power Partners, a portfolio of natural gas power generation assets in the UK.

Information relating to KKR

KKR is a leading global investment firm with US$796 billion in assets under management as of 30 June 2026. With 50 years of experience, KKR invests globally across infrastructure, real estate, private equity and credit, and also offers capital markets and insurance solutions.

KKR has significant experience and deep roots in infrastructure investing. KKR established its Global Infrastructure strategy in 2008 and has since been one of the most active private infrastructure investors around the world with a team of approximately 170 dedicated infrastructure executives. As of 30 June

2026, KKR's infrastructure platform had approximately US$119 billion in assets under management. KKR will invest in the Acquisition primarily through its Global Infrastructure strategy.

KKR is a long-standing investor in the energy sector, having deployed more than US$57 billion (£43 billion) of equity globally into related investments since 2008. KKR has an extensive track record of investing in leading energy and energy distribution businesses and working collaboratively to scale them as global leaders and further their transition strategies.

The Acquisition further builds on KKR's presence and investment activity in the UK and Ireland, where KKR has a long track record and employs over 650 executives. KKR has been investing in the UK for thirty years with a permanent presence and local investment professionals since the opening of the firm's London office in 1999. KKR has invested approximately US$37 billion (£28 billion) of equity through its infrastructure, real estate and private equity strategies in the UK and Ireland, completing over 70 transactions. In Ireland, KKR has maintained a prominent local presence through its Dublin office since 2014.

In the UK and Ireland, KKR's infrastructure investments in energy and energy services businesses include ContourGlobal, John Laing, Smart Metering Systems, Viridor, and Zenobē. Globally, KKR's investments include Avantus, CleanPeak Energy, Encavis, GreenVolt, IGNIS P2X, Port Arthur LNG, Sempra Infrastructure, Serentica Renewables and Zenith Energy, among others.

7. Trading and Prospects

If the Scheme becomes Effective, the financial and trading prospects of Bidco and the relevant funds, vehicles and/or accounts advised and/or managed by ECP and KKR will depend on (among other factors) the strength of DCC Energy, of any other operating subsidiaries in due course held by Bidco, and the sector in general.

8. Financing of the Acquisition

The Cash Consideration payable under the terms of the Acquisition will be financed by a combination of:

- equity to be drawn from funds, vehicles and/or accounts advised and/or managed by ECP;
- equity to be drawn from funds, vehicles and/or accounts advised and/or managed by KKR; and
- debt financing to be provided to the Consortium pursuant to the Interim Facilities Agreement.

Certain of the equity commitments described above will be provided by equity co-investors in certain funds advised and/or managed by ECP and KKR that have subscribed for passive minority indirect interests in Bidco. Other potential equity co-investors may take minority interests in Bidco during the Offer Period or once the Acquisition completes. It is currently expected that these equity co-investors will not be granted any governance or control rights over Bidco, any member of the Bidco Group or the DCC Energy Group.

Goldman Sachs and Morgan Stanley, as lead financial advisors to the Consortium and Bidco, are satisfied that resources are available to Bidco sufficient to satisfy in full the aggregate Base Consideration payable to DCC Energy Shareholders under the terms of the Scheme.

Further information on the financing of the Acquisition is set out at paragraph 8 of Part VIII (*Additional Information*) of this Scheme Document.

9. Effects of the Acquisition

Strategic plans for DCC Energy

As set out in paragraph 3 of this Part II, Bidco believes that DCC Energy is a high-quality business and that the Acquisition represents an attractive opportunity to support DCC Energy in the next phase of its growth.

Bidco recognises DCC Energy's position as a leader in multi-energy sales and distribution in Europe, with a strong platform to capture growth opportunities in the U.S. Bidco has been impressed by DCC Energy management's significant progress to date in simplifying the DCC Energy Group's operations enabling enhanced focus on the growth of its core LPG, fuels and mobility business and maturing Energy Services platform.

Bidco believes that DCC Energy operating as a private company would provide DCC Energy management with greater flexibility to focus on strategic, commercial, operational, financial and M&A initiatives, enabling the business to execute its growth strategy with greater speed and consistency.

Bidco believes that a transition by DCC Energy to a period of continued growth will require patient, sustained investment supported by a long-term investment horizon. Bidco intends to provide DCC Energy with access to capital, global networks and expertise to support and accelerate DCC Energy's strategic evolution as a pure-play energy-focused business. By leveraging ECP's and KKR's proven experience transforming businesses, Bidco anticipates meaningful opportunities to work closely with the DCC Energy leadership team to drive sustainable growth, enhance profitability and capture opportunities across its multi-energy solutions platforms.

Bidco intends to support DCC Energy management in investing in the business's customer offering and expanding its geographic footprint, both organically and through targeted bolt-on acquisitions. This includes supporting DCC Energy's ambition to gain a greater market share of the energy products industries in the U.S. and Europe. In addition, Bidco intends to support DCC Energy's Energy Services in meeting the growing demand for renewable energy.

Bidco notes DCC Energy's publicly stated strategy to dispose of the Nexora Business - a leading value-added distributor of specialist professional technologies. Bidco further notes that DCC Energy has commenced a sale process, and that DCC Energy intends to have reached agreement on the disposal of the Nexora Business by the end of calendar year 2026. Bidco is supportive of DCC Energy's proposed disposal of the Nexora Business. If definitive transaction documents have not been entered into prior to the Effective Date, Bidco intends to support DCC Energy's management in bringing the sales process to a successful conclusion.

Evaluation following the Effective Date

Before the Announcement, Bidco was granted access to DCC Energy's senior management for the purposes of confirmatory due diligence. However, Bidco has not yet had access to sufficiently detailed operational information to formulate an agreed strategy for DCC Energy.

Following the Acquisition becoming Effective, Bidco intends to conduct, together with the DCC Energy management team, a detailed evaluation of DCC Energy's business and operations.

Bidco expects that the scope of the evaluation will include, among other matters as determined post completion: (i) a detailed review of DCC Energy's existing business portfolio and embedded growth opportunities; (ii) identifying and executing strategic acquisitions, partnerships and/or disposals that support DCC Energy's ongoing transformation to be a more energy-focused business; and (iii) assessing DCC Energy's capital structure, ongoing capital requirements and cost base with a view to maximising efficiencies and the opportunities available to DCC Energy (together, the "**Evaluation**"). Bidco expects that the Evaluation will be completed within a period of approximately twelve (12) months from the Effective Date and consequently, save as set out below, any likely repercussions of Bidco's strategic plans on employment and on the locations of DCC Energy's places of business are subject to the results of that Evaluation.

Employment rights

Bidco attaches great importance to the skills and experience of DCC Energy's management and employees, recognising the contributions they have made to DCC Energy's achievements to date and the crucial role they will play in its continuing success. Bidco is looking forward to working with DCC Energy's management and employees to support the future development of DCC Energy and to ensure that it continues to thrive as a private company.

Following the Effective Date, Bidco intends to safeguard the existing contractual and statutory employment rights, including pension rights, of DCC Energy management and employees in accordance with applicable law (including any information and consultation obligations).

In addition, Bidco has agreed pursuant to the Transaction Agreement to the maintenance of certain benefits for employees of the DCC Energy Group (including in relation to salary, bonus, severance and pension entitlements) for a period of not less than twenty-four (24) months following the Effective Date, subject to certain conditions more particularly set out in the Transaction Agreement.

Once DCC Energy ceases to be a listed company, Bidco anticipates functional savings associated with the change in DCC Energy's status from being a publicly listed company (as detailed below under the heading "*Headquarters, locations and fixed assets*"). As noted above, Bidco is supportive of DCC Energy management's ongoing efforts to reposition the business as a pure-play energy-focused business. Bidco intends to support management in its existing cost optimisation plans, aligned with the strategic repositioning, but otherwise does not intend to make any material headcount reductions in other aspects of the business. Where any roles are or may be affected or impacted as a result of any future identified headcount reductions, Bidco will ensure it complies with applicable law, including any information and consultation obligations. In addition, Bidco has agreed in the Transaction Agreement to the maintenance of severance and redundancy benefits for a period of not less than twenty-four (24) months following the Effective Date, subject to certain conditions more particularly set out in the Transaction Agreement. However, in each case, Bidco's intention remains subject to the Evaluation.

Bidco expects that pursuant to the Transaction Agreement, with effect from the Effective Date and upon DCC Energy becoming a private company, each of the non-executive directors of DCC Energy will resign from office.

Incentive arrangements

Bidco attaches great importance to the skills, experience and expertise of the existing management and employees of the DCC Energy Group. Bidco intends to put in place appropriate management incentivisation arrangements following the Effective Date, but as at the date of this Scheme Document Bidco has not entered into, and has not discussed any form of, incentivisation arrangements with members of DCC Energy's management. Bidco intends to discuss the adoption of appropriate incentivisation arrangements for the DCC Energy management team following completion of the Acquisition.

Bidco believes that broad-based ownership is an important tool that can drive employee engagement. Bidco intends to explore, following the Effective Date, offering non-managerial employees a form of employee ownership participation. No decision has been made in respect of the terms of, or timing for implementation of, such incentive scheme.

Headquarters, locations and fixed assets

Other than changes as a result of the disposal of the Nexora Business and subject to the completion of the Evaluation, Bidco has no intention to effect any change in the locations of DCC Energy's places of business, or to redeploy any fixed assets of DCC Energy. Bidco also has no intention to change the location of DCC Energy's headquarters or headquarters functions in Dublin, other than in respect of DCC Energy's listed-company-related functions which will no longer be required upon DCC Energy ceasing to operate as a publicly listed company or changes to these functions that occur as a result of the completion of the disposal of the Nexora Business.

Trading facilities

DCC Energy Shares are currently listed on the Official List and admitted to trading on the Main Market of the London Stock Exchange.

As set out in paragraph 11 of Part III (*Explanatory Statement (in compliance with Section 452 of the Act)*) of this Scheme Document, subject to the Acquisition becoming Effective, it is intended that requests will be made to the FCA to cancel the listing of the DCC Energy Shares on the Official List and to the London Stock Exchange to cancel trading in DCC Energy Shares on the Main Market. Following completion of the Acquisition, Bidco intends to re-register DCC Energy as a private company.

10. DCC Energy Share Plans

DCC Energy LTIPs

The DCC Energy Remuneration Committee will exercise its discretion to determine the extent to which unvested DCC Energy Share Awards will vest and become exercisable in connection with and conditional upon the Scheme becoming Effective, on such basis as may be determined by the DCC Energy Remuneration Committee to be fair and reasonable in the circumstances. DCC Energy Directors who are executive directors participate in the DCC Energy LTIPs alongside other eligible employees in the DCC Energy Group.

Bidco and DCC Energy have agreed that the Scheme Record Time will take place after the Sanction Date, to allow the DCC Energy Participants in the DCC Energy LTIPs who acquire DCC Energy Shares on or before the Sanction Date to have those DCC Energy Shares acquired by Bidco and dealt with through the Scheme.

To the extent that any DCC Energy Shares held or acquired under the DCC Energy Share Plans are subject to a post-vesting holding period restriction, such restriction will cease to apply with effect from, and conditional upon the Effective Date. No dividend equivalents have accrued or will be payable on any DCC Energy Share Awards. The DCC Energy Share Awards shall remain subject to the malus and clawback provisions of Rule 6.6 of the DCC Energy 2009 LTIP and Rule 7 of the DCC Energy 2021 LTIP, save that references in those Rules to the “Committee” will be interpreted for the purpose of those Rules to include a duly authorised committee of Bidco, where applicable following the Effective Date.

In accordance with Rule 15 of the Irish Takeover Rules, Bidco and DCC Energy will jointly make appropriate proposals to DCC Energy Participants under the DCC Energy LTIPs in relation to their DCC Energy Share Awards on or as soon as practicable after the publication of this Scheme Document. Details of those proposals will be set out in letters sent jointly by Bidco and DCC Energy, which will also inform such DCC Energy Participants of the impact of the Scheme on their outstanding DCC Energy Share Awards, the extent to which their unvested DCC Energy Share Awards will vest and/or become exercisable as a result of the Scheme and any actions they will need to take in relation to their DCC Energy Share Awards in connection with the Scheme.

All DCC Energy Shares allotted to satisfy the exercise of vested DCC Energy Share Awards on or before the Scheme Record Time will be Scheme Shares. The proposed amended DCC Energy Articles provide for any DCC Energy Shares allotted after the Scheme Record Time to automatically be acquired by Bidco for the same consideration per DCC Energy Share as is payable to DCC Energy Shareholders by Bidco under the Scheme on the basis that such consideration shall become payable within fourteen (14) calendar days following the allotment of such DCC Energy Shares.

DCC Energy Cash LTIP

Outstanding awards under the DCC Energy Cash LTIP will remain in place notwithstanding the Acquisition and will vest and be paid out in accordance with their terms and DCC Energy’s normal practice, subject to such adjustments as the DCC Energy Cash LTIP Committee may reasonably consider appropriate on account of the Acquisition following consultation with Bidco. DCC Energy Directors do not participate in the DCC Energy Cash LTIP.

DCC Energy EMSS

All holding conditions and any other restrictions attaching to the DCC Energy Shares that are held pursuant to the DCC Energy EMSS or acquired under that scheme after the date of this Scheme Document but before the Sanction Date will cease to apply on the Sanction Date and such DCC Energy Shares will be Scheme Shares subject to the terms of the Scheme. To the extent that the Acquisition results in any DCC Energy Participants having a tax liability solely due to a recalculation of the income tax on their original acquisition of such DCC Energy Shares to reflect the actual period the holding or restriction was in place, DCC Energy intends to pay the related tax liability through payroll on a grossed-up basis in the first practicable payroll after the Effective Date. DCC Energy Directors do not participate in the DCC Energy EMSS.

DCC Energy DBA

All holding conditions and any other restrictions attaching to DCC Energy Shares that are currently held pursuant to the DCC Energy DBA or are acquired under the DCC Energy DBA after the date of this Scheme Document will cease to apply on the Sanction Date and such DCC Energy Shares will be Scheme Shares subject to the terms of the Scheme. Only DCC Energy Directors who are executive directors participate in the DCC Energy DBA.

11. Meetings and action to be taken

Your attention is drawn to paragraph 3 of Part III (*Explanatory Statement (in compliance with Section 452 of the Act)*) of this Scheme Document, which sets out details of the Meetings which have been convened for DCC Energy Shareholders to consider and, if thought fit, approve resolutions to give effect to the Scheme.

The Scheme has the unanimous support and recommendation of the DCC Energy Board. We urge you to support the Scheme and to vote in favour of the resolutions to be proposed at the Meetings.

Once the Scheme becomes Effective it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Scheme Meeting or the EGM (and if they attended and voted, irrespective of whether or not they voted in favour). Provided the Scheme becomes Effective, Scheme Shareholders will receive their Cash Consideration without having to take further action.

If you are in any doubt as to the action you should take in relation to the Scheme, you are recommended to seek your own independent financial advice immediately from your appropriately authorised independent financial advisor.

12. Further information

Your attention is drawn to the explanations contained in the Explanatory Statement in Part III (*Explanatory Statement (in compliance with Section 452 of the Act)*) of this Scheme Document, and to the further information in the remainder of this Scheme Document.

Yours sincerely,

Ryan Miller
Director
Dragon Bidco Limited

PART III – EXPLANATORY STATEMENT (IN COMPLIANCE WITH SECTION 452 OF THE ACT)

RECOMMENDED ACQUISITION

OF

DCC ENERGY PLC

1. Introduction

On 27 July 2026, the boards of directors of Bidco and DCC Energy announced that they had reached agreement on the terms of a unanimously recommended offer by Bidco pursuant to which Bidco, a newly incorporated company indirectly wholly owned by: (i) funds and investment vehicles advised by ECP and (ii) funds and investment vehicles advised by KKR will acquire the entire issued and to be issued share capital of DCC Energy (other than Treasury Shares and DCC Energy Shares in the beneficial ownership of Bidco) by way of a scheme of arrangement under Chapter 1 of Part 9 of the Act.

Your attention is drawn to the letter of recommendation from Mark Breuer, the Chair of DCC Energy, on behalf of the DCC Energy Board, in Part I (*Letter from the Chair of DCC Energy plc*) of this Scheme Document, which sets out the reasons why the DCC Energy Board, who have been so advised by J.P. Morgan Cazenove (as financial advisor to DCC Energy) and UBS (as financial advisor and Rule 3 advisor to DCC Energy), consider the terms of the Acquisition to be fair and reasonable and why the DCC Energy Board unanimously recommends that all DCC Energy Shareholders vote in favour of the Acquisition and all Resolutions to be considered at the Scheme Meeting and the EGM. In providing their advice to the DCC Energy Board, J.P. Morgan Cazenove and UBS have taken into account the commercial assessments of the DCC Energy Directors.

Your attention is also drawn to the other parts of this Scheme Document, which all form part of this Explanatory Statement.

2. Acquisition

The Acquisition is to be effected by way of a scheme of arrangement between DCC Energy and the DCC Energy Shareholders under Chapter 1 of Part 9 of the Act. The Scheme is set out in full in Part V (*Scheme of Arrangement*) of this Scheme Document. Under the terms of the Scheme, Bidco will pay the Cash Consideration to the Scheme Shareholders in consideration of either the cancellation of their Cancellation Shares or (in the case of the Scheme Shareholders holding Transfer Shares) the transfer to Bidco of their Transfer Shares, in each case pursuant to the Scheme.

Prior to the Effective Time, Bidco will subscribe for, and DCC Energy will allot and issue to Bidco, one DCC Energy Share, in consideration for which Bidco will pay, or cause to be paid, to DCC Energy an amount equal to the nominal value of such DCC Energy Share, in order to ensure that Bidco is the sole member of DCC Energy at the Effective Time. If the Scheme is implemented, at the Effective Time, all Cancellation Shares will be cancelled pursuant to Sections 84 to 86 of the Act and any Transfer Shares will be transferred to Bidco (in each case in accordance with the Scheme), and DCC Energy will issue New DCC Energy Shares to Bidco in place of the Cancellation Shares.

The Scheme requires the passing of the Scheme Meeting Resolution by the Scheme Shareholders at the Scheme Meeting, approval of the EGM Resolutions by the DCC Energy Shareholders at the EGM and the sanction of the High Court at the Court Hearing.

The Scheme Meeting and the EGM and the nature of the approvals required to be given at the Meetings are described in more detail in paragraph 3 of this Part III. Each DCC Energy Shareholder is entitled to attend or to be represented by counsel or a solicitor (at its own expense) at the Court Hearing to support or oppose the sanctioning of the Scheme.

The Acquisition is subject to the Conditions, as set out in Part VI (*Conditions and Further Terms of the Acquisition and the Scheme*) of this Scheme Document. The Acquisition can only become Effective if the Conditions to which the Scheme is subject have been satisfied or (where permissible) waived by no later than the End Date.

If the necessary approvals from DCC Energy Shareholders are obtained at the Meetings and all other Conditions have been satisfied or, where applicable, waived, the Scheme will become Effective upon delivery of a copy of the Court Order to the Registrar of Companies together with the minute required by Section 86 of the Act confirming the Reduction of Capital necessary to implement the Scheme and registration of the Court Order and minute by the Registrar of Companies.

Once the Scheme becomes Effective it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Scheme Meeting or the EGM (and if they attended and voted, irrespective of whether or not they voted in favour). Provided the Scheme becomes Effective, Scheme Shareholders will receive their Cash Consideration without having to take further action. The Scheme is expected to become Effective during the first quarter of 2027.

3. Consents and Meetings

The Scheme requires the passing of the Scheme Meeting Resolution by Scheme Shareholders at the Scheme Meeting to be held at The Clayton Hotel Leopardstown, Central Park, Sandyford Business Park, Co. Dublin, D18 K2P1 on 18 September 2026 at 2:00 p.m.

In addition to requiring approval at the Scheme Meeting, implementation of the Scheme also requires various resolutions to be passed by DCC Energy Shareholders at the EGM to be held at the same venue as the Scheme Meeting on 18 September 2026 at 2:15 p.m. or, if later, immediately after the conclusion or adjournment of the Scheme Meeting. The EGM is being convened to enable the DCC Energy Directors to implement the Scheme and to amend the Memorandum of Association and the DCC Energy Articles, as described below.

The purpose of the Scheme Meeting is to consider and vote on the Scheme Meeting Resolution. The High Court can only sanction the Scheme, and the Scheme can only become Effective, if the Scheme Meeting Resolution, among other things, is approved by the necessary majority at the Scheme Meeting. The purpose of the EGM is to seek approvals to facilitate the implementation of the Scheme, including but not limited to, the amendment of the Memorandum of Association and amendment of the DCC Energy Articles, and the other matters described below.

Notices of the Scheme Meeting and the EGM are set out at the end of this Scheme Document. Entitlement to attend and vote at each meeting and the number of votes which may be cast at each meeting will be determined by reference to the Register of Members at the Voting Record Time.

(a) **Scheme Meeting**

The Scheme Meeting has been convened for 2:00 p.m. on 18 September 2026, to enable the Holders of such of the Scheme Shares as are in issue at the Voting Record Time to consider and, if thought fit, approve the Scheme Meeting Resolution. At the Scheme Meeting, voting will be conducted by poll and each such Holder who is present in person or by proxy will be entitled to one vote for each Scheme Share held.

The quorum for the Scheme Meeting shall be two (2) or more Scheme Shareholders present in person or by proxy holding, in aggregate, not less than one-third in nominal value of the Scheme Shares at the Voting Record Time.

To be passed, the Scheme Meeting Resolution requires the approval of Scheme Shareholders who represent at least 75% in value of the Scheme Shares held by such Scheme Shareholders at the Voting Record Time who are present and voting either in person or by proxy or in any other manner permitted by law at the Scheme Meeting (or any adjournment of such meeting).

The Scheme is conditional on the passing of the Scheme Meeting Resolution at the Scheme Meeting.

It is important that as many votes as possible are cast at the Scheme Meeting so that the High Court may be satisfied that there was a fair representation of shareholders' opinions. All shareholders are urged to exercise their votes in respect of the Scheme Meeting and the EGM (as applicable). You are therefore encouraged to attend and vote at the Scheme Meeting, or sign and return the enclosed Form of Proxy for the Scheme Meeting as soon as possible.

(b) **Extraordinary General Meeting**

In addition to the Scheme Meeting, the EGM has been convened for the same date and place, commencing at 2:15 p.m. on 18 September 2026 or, if later, as soon thereafter as the Scheme Meeting has concluded or has been adjourned. The purpose of the EGM is to consider and, if thought fit, pass the following resolutions (which in the case of the special resolutions require a vote in favour by not less than 75% of the votes cast and, in respect of the ordinary resolutions, require a vote in favour by more than 50% of the votes cast):

Resolution 1 - Special Resolution: Amendment of Memorandum of Association

To approve an amendment of the Memorandum of Association to provide DCC Energy with an express power to enter into schemes of arrangement for the purposes of Chapter 1 of Part 9 of the Act.

Resolution 2 - Ordinary Resolution: Approval of the Scheme of Arrangement

To approve the Scheme of Arrangement and authorise the DCC Energy Board to take all such action as it considers necessary or appropriate to implement the Scheme.

Resolution 3 - Special Resolution: Cancellation Shares

To approve the cancellation of the Cancellation Shares, subject to the approval of the High Court, pursuant to the Scheme.

Resolution 4 - Ordinary Resolution: Application of Reserves

To authorise the DCC Energy Directors to issue relevant securities pursuant to Section 1021 of the Act and to apply the reserve arising in the books of DCC Energy upon the cancellation of the Cancellation Shares described above in paying up in full at par New DCC Energy Shares to be issued to Bidco pursuant to the Scheme.

Resolution 5 - Special Resolution: Amendment of DCC Energy Articles

With effect from the passing of this resolution, to amend the DCC Energy Articles:

(a) to ensure that any DCC Energy Shares issued (other than to Bidco and/or its nominee(s)) on or after the Voting Record Time, and prior to the Scheme Record Time, will be subject to the Scheme; and

(b) to provide that any DCC Energy Shares issued to any person (other than to Bidco and/or its nominee(s)) on or after the Scheme Record Time will automatically be transferred to Bidco and/or its nominees (on the same terms as the Scheme).

These amendments will ensure, assuming the Scheme becomes Effective, that no DCC Energy Shareholder (other than Bidco and/or its nominee(s)) will hold DCC Energy Shares after the Scheme becomes Effective.

(c) **Voting**

All DCC Energy Shareholders are urged to exercise their votes in respect of the Scheme Meeting and the EGM. Further detail in relation to the manner of voting depending on how your interests are held is set out on pages 14 to 16 of this Scheme Document and in the Statements of Procedures at the end of the Notice of Scheme Meeting and at the end of the Notice of Extraordinary General Meeting, each contained in this Scheme Document.

(d) **Court Hearing**

It is anticipated that, subject to the approval of the Resolutions and satisfaction or waiver (by Bidco or, where applicable, DCC Energy (as the case may be) at their sole discretion) of the Conditions, the Court Hearing will be held before the end of the first quarter of 2027. All DCC Energy Shareholders are entitled to attend the Court Hearing in person or to be represented by counsel or a solicitor (at their own expense) to support or oppose the sanctioning of the Scheme.

4. Structure of the Scheme

It is proposed that, under the Scheme, all Cancellation Shares will be cancelled pursuant to Sections 84 to 86 of the Act and any Transfer Shares will be transferred to Bidco. Prior to the Effective Time, Bidco will subscribe for, and DCC Energy will allot and issue to Bidco, one DCC Energy Share, in consideration for which Bidco will pay, or cause to be paid, an amount equal to the nominal value of such DCC Energy Share to DCC Energy, in order to ensure that Bidco is the sole member of DCC Energy at the Effective Time. New DCC Energy Shares will be issued to Bidco by the capitalisation of the reserve arising from the cancellation of the Cancellation Shares. As a result of these arrangements, DCC Energy will become a wholly-owned subsidiary of Bidco.

DCC Energy Shareholders whose DCC Energy Shares are subject to the Scheme will receive the Cash Consideration in consideration for the cancellation of the Cancellation Shares held by them at the Scheme Record Time and the transfer to Bidco of any Transfer Shares held by them at the Scheme Record Time. DCC Energy Shares issued after the Scheme Record Time will not be subject to the Scheme. Accordingly, Resolution 5 to be proposed at the EGM proposes that the DCC Energy Articles be amended so that any DCC Energy Shares issued after the Scheme Record Time (other than to Bidco and/or its nominees) will be immediately and automatically transferred to Bidco on the same terms as under the Scheme, subject to the Scheme becoming Effective.

The Scheme can only become Effective if all the Conditions to which the Scheme is subject have been satisfied or (where permissible) waived by no later than the End Date. Assuming the necessary approvals from DCC Energy Shareholders have been obtained and all other Conditions have been satisfied or (where permissible) waived, the Scheme will become Effective upon delivery to the Registrar of Companies of a copy of the Court Order together with the minute required by Section 86 of the Act confirming the Reduction of Capital necessary to implement the Scheme and the registration of the Court Order and minute by the Registrar of Companies.

Once the Scheme becomes Effective it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Scheme Meeting or the EGM (and if they attended and voted, irrespective of whether or not they voted in favour). Provided the Scheme becomes Effective, Scheme Shareholders will receive their Cash Consideration without having to take further action.

5. Modifications to the Scheme

The Scheme contains a provision for Bidco and DCC Energy jointly to consent on behalf of all concerned to any modifications, additions or conditions to the Scheme which the Court may think fit to approve or impose. The High Court would be unlikely to approve of, or impose, any modifications, additions or conditions to the Scheme which might be material to the interests of DCC Energy Shareholders unless DCC Energy Shareholders were informed of any such modification, addition or condition. It would be a matter for the High Court to decide, in its discretion, whether or not a further meeting of DCC Energy Shareholders should be held. Similarly, if a modification, addition or condition is put forward which, in the opinion of the DCC Energy Directors, is of such a nature or importance as to require the consent of DCC Energy Shareholders at a further meeting, the DCC Energy Directors will not take the necessary steps to make the Scheme Effective unless and until such consent is obtained.

6. Alternative means of implementing the Acquisition

Bidco reserves the right to elect, subject to the terms of the Transaction Agreement, compliance with the Irish Takeover Rules and with the consent of the Irish Takeover Panel (if required), to implement the Acquisition by way of a Takeover Offer for the entire issued and to be issued share capital of DCC Energy (other than the Excluded Shares) as an alternative to the Scheme. In such an event, the Takeover Offer will be implemented on terms at least as favourable to DCC Energy Shareholders (except for an acceptance condition set at 80% of the issued and to be issued share capital of DCC Energy, which may be waived down to “50% plus one DCC Energy Share” by Bidco at its discretion), so far as applicable, as those which would apply to the Scheme and subject to the amendments referred to in

Section C of Part VI (*Conditions and Further Terms of the Acquisition and the Scheme*) of this Scheme Document and in the Transaction Agreement.

7. Irrevocable Undertakings

Bidco has received irrevocable undertakings from DCC Energy Directors who are interested in DCC Energy Shares to vote (or, where applicable, procure the voting) in favour of the Scheme Meeting Resolution and all of the Resolutions (or, if the Acquisition is implemented by way of a Takeover Offer, to accept or procure the acceptance of such Takeover Offer) in respect of their own beneficial holdings over which those DCC Energy Directors have control over voting rights, comprising in aggregate the following number of DCC Energy Shares. The irrevocable undertakings also extend to any DCC Energy Shares acquired by such DCC Energy Directors following the date of the Announcement, whether as a result of the exercise of options, the vesting of conditional awards under the DCC Energy Share Plans or following the issue and allotment to, or transfer to, any such DCC Energy Director of DCC Energy Shares under the DCC Energy DBA or otherwise:

Name	**Number of DCC Energy Shares beneficially owned and controlled on the Latest Practicable Date**	**Percentage of DCC Energy's issued share capital as at the close of business on the Latest Practicable Date**
Mark Breuer	5,697	< 0.10
Donal Murphy	175,685	< 0.25
Katrina Cliffe	1,097	< 0.10
Caroline Dowling	800	< 0.10
Kevin Lucey	21,530	< 0.10
Conor Murphy	33,435	< 0.10
Alan Ralph	1,500	< 0.10
Total	**239,744**	**0.28**

The irrevocable undertakings from the DCC Energy Directors remain binding if a competing offer is made for DCC Energy, and will cease to be binding only if:

- the Scheme becomes Effective;
- Bidco publicly announces, with the consent of the Irish Takeover Panel, that it does not intend to proceed with the Acquisition (whether by Scheme or Takeover Offer);
- the Acquisition has not become Effective by 11:59 p.m. (London time) on the End Date;
- the Scheme or a Takeover Offer (as the case may be) lapses or is withdrawn (which, for the avoidance of doubt, shall not be deemed to have occurred only by reason of Bidco electing to switch from a Scheme to a Takeover Offer) other than in circumstances where the Transaction Agreement has been terminated pursuant to clause 9.1.8 of the Transaction Agreement; or
- any competing offer for the entire issued and to be issued ordinary share capital of DCC Energy is made which becomes or is declared unconditional (if implemented by way of takeover offer under the Irish Takeover Rules) or otherwise becomes effective (if implemented by way of scheme of arrangement).

The irrevocable undertakings also oblige the persons giving them to accept or procure the acceptance of the Takeover Offer, if Bidco elects (subject to the terms of the Transaction Agreement, compliance with the Irish Takeover Rules and with the consent of the Irish Takeover Panel, if required) to implement the Acquisition by way of a Takeover Offer.

Each irrevocable undertaking is governed by and shall be construed in accordance with Irish law and the courts of Ireland shall have exclusive jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with the irrevocable undertakings.

8. Acquisition-related Agreements

Confidentiality Agreement

On 5 June 2026, ECP VI, LLC, Kohlberg Kravis Roberts & Co. Partners LLP and DCC Energy entered into the Confidentiality Agreement pursuant to which each of ECP VI, LLC and Kohlberg Kravis Roberts & Co. Partners LLP undertook to keep confidential information relating to DCC Energy and not to disclose it to third parties (other than to authorised recipients) unless required by law or regulation or permitted pursuant to other limited carve-outs to the obligations of confidentiality. The Confidentiality Agreement was amended and restated on 13 June 2026.

Bid Conduct Agreement

ECP Dragon Holdco Ltd and Krypton Holdco II Limited, being the indirect shareholders of Bidco, have entered into the Bid Conduct Agreement, pursuant to which they have agreed certain principles in accordance with which they intend to co-operate in respect of the Acquisition.

The terms of the Bid Conduct Agreement include an agreement to:

- work with each other on an exclusive basis in relation to the Acquisition;
- decide matters in relation to the Acquisition unanimously (with certain exceptions);
- implement the equity and debt funding for the Acquisition; and
- discuss in good faith in respect of a competing offer to the Acquisition,

in each case for so long as the Bid Conduct Agreement is in force.

The Bid Conduct Agreement will terminate in certain circumstances, including if: (i) the Acquisition is withdrawn or lapses; (ii) a competing offer in relation to DCC Energy becomes effective or unconditional in all respects; or (iii) the parties to the Bid Conduct Agreement mutually agree.

Transaction Agreement

Bidco, ECP Aggregator, KKR Aggregator and DCC Energy entered into a transaction agreement on 27 July 2026 (the "**Transaction Agreement**") which contains certain undertakings and warranties in relation to the implementation of the Scheme and other matters related to the Acquisition.

Further details regarding the Transaction Agreement are set out at paragraph 7.1 of Part VIII (*Additional Information*) of this Scheme Document.

9. Interests held by DCC Energy Directors and the effect of the Scheme on their interests

Save as described otherwise in this Scheme Document, the effect of the Scheme on the interests of the DCC Energy Directors does not differ from its effect on the like interests of other persons.

The names of the DCC Energy Directors and Company Secretary are listed below. The business address of each person listed in the table below is c/o DCC Energy plc, Leopardstown Road, Foxrock, Dublin 18, Ireland.

Name	***Position***
Mark Breuer	Chair
Donal Murphy	Chief Executive
Kevin Lucey	Chief Operating Officer
Conor Murphy	Chief Financial Officer
Katrina Cliffe	Independent Non-Executive Director
Caroline Dowling	Senior Independent Non-Executive Director
Steven Holland	Independent Non-Executive Director

Lily Liu	Independent Non-Executive Director
Alan Ralph	Independent Non-Executive Director
Darragh Byrne	Company Secretary

The interests of the DCC Energy Directors in the share capital of DCC Energy and in the DCC Energy Share Plans are set out in paragraph 4 of Part VIII (*Additional Information*) of this Scheme Document.

The DCC Energy Share Awards held by DCC Energy Directors under the DCC Energy Share Plans (if any) will be treated in the manner set out in paragraph 10 of this Part III.

DCC Energy DBA

Only the executive directors of DCC Energy participate in the DCC Energy DBA. Pursuant to the DCC Energy DBA, 33% of any after tax annual bonus payable to the executive directors is subject to mandatory deferral into DCC Energy Shares, which are subject to a 3-year holding period. During this period, the DCC Energy Shares are held by the executive directors beneficially via DCC Nominees Unlimited Company as nominee, and participate in any dividends declared.

Due to the existence of a closed period, the relevant portion of the annual bonus paid to the executive directors in respect of the financial year ended 31 March 2026, which was determined in May 2026, has not yet been deferred into DCC Energy Shares and, on the date of this Scheme Document, is instead being held in cash, subject to a commitment to convert the relevant amount (€242,086 for Donal Murphy, €139,638 for Kevin Lucey and €67,516 for Conor Murphy) into DCC Energy Shares transferred out of treasury, and to make the executive directors a cash payment, subject to any applicable statutory deductions, equal to the dividends they would have otherwise received on 23 July 2026 had the relevant portion of their annual bonus been deferred into DCC Energy Shares prior to close of business on 29 May 2026 (€4,942 for Donal Murphy, €2,850 for Kevin Lucey and €1,378 for Conor Murphy).

Furthermore, although a number of DCC Energy Shares held by certain of the executive directors beneficially via DCC Nominees Unlimited Company, which relate to the annual bonus paid to them in respect of the financial year ended 31 March 2023 (2,790 for Donal Murphy and 1,252 for Kevin Lucey) satisfied their 3-year holding condition on 31 March 2026, on the date of this Scheme Document, due to the existence of a closed period, such DCC Energy Shares remain held in the nominee arrangement and will be released to the executive directors in the next practicable open period.

To the extent that any bonuses are payable to any executive director in respect of any DCC Energy bonus year which completes prior to the Effective Date, 33% of such bonus (after tax and social security deductions) will be deferred into DCC Energy Shares pursuant to the DCC Energy DBA.

All such DCC Energy Shares will be Scheme Shares. The 3-year holding condition and any other restrictions attaching to such DCC Energy Shares pursuant to the DCC Energy DBA will cease to apply on the Sanction Date.

DCC Energy 2021 LTIP

DCC Energy intends to grant awards under the DCC Energy 2021 LTIP after the date of this Scheme Document in the ordinary course of business, save as to the grant date (which will, for the forthcoming annual grant cycle, subject to obtaining the consent of the Irish Takeover Panel, be brought forward from November 2026 to an earlier date determined by the DCC Energy Remuneration Committee in its discretion), in accordance with its normal practice in terms of recipients, quantum and performance conditions ("**New 2026 LTIP Awards**"). Eligible employees in the DCC Energy 2021 LTIP include the executive directors of DCC Energy.

The aggregate number of DCC Energy Shares subject to the New 2026 LTIP Awards will not exceed the aggregate number of DCC Energy Shares subject to awards granted under the DCC Energy 2021 LTIP in the equivalent annual grant cycle in November and December 2025, and is subject to an overall cap agreed with Bidco such that (assuming a DCC Energy Share price of GBP 65.25 and a EUR to GBP exchange rate of 0.86 with an appropriate adjustment if either of these figures changes) New LTIP Awards may not be granted over more than 155,000 DCC Energy Shares prior to the Effective Date.

Subject to formal determination by the DCC Energy Remuneration Committee, in this regard, DCC Energy expects that New 2026 LTIP Awards over up to 35,059 DCC Energy Shares may be granted to Donal Murphy, over up to 19,584 DCC Energy Shares may be granted to Kevin Lucey and over up to 14,393 DCC Energy Shares may be granted to Conor Murphy (assuming a price per DCC Energy Share of GBP 65.25 and a EUR to GBP exchange ratio of 0.86 with an appropriate adjustment if there is a change in either or both of these figures).

The DCC Energy Share Awards held by DCC Energy Directors under the DCC Energy Share Plans, including any New 2026 LTIP Awards granted to DCC Energy Directors prior to the Effective Date, will be treated in the manner set out in paragraph 10 of this Part III.

Sell-to-cover

To the extent any DCC Energy Share Awards held by DCC Energy Directors are, on the date of this Scheme Document, already vested and exercisable (such as the DCC Energy Share Awards granted under the DCC Energy LTIPs in November 2022 and in prior years), or prior to the Effective Date vest and become exercisable in accordance with their terms (such as the DCC Energy Share Awards granted under the DCC Energy LTIPs in November 2023, which are expected to vest at 65% subject to formal determination by the DCC Energy Remuneration Committee in November 2026, as disclosed in the 2026 Annual Report), and are exercised by the relevant DCC Energy Director prior to the Effective Date, such DCC Energy Director may dispose of a portion (typically around 53%) of the DCC Energy Shares arising from such exercise to meet the exercise price and the taxes and social security contributions payable by him in connection with such exercise, and the commission payable by him in connection with such disposal, and the remaining DCC Energy Shares arising from such exercise and not so disposed will be Scheme Shares.

Information in relation to the service contracts and letters of appointment of the DCC Energy Directors is set out in paragraph 6 of Part VIII (*Additional Information*) of this Scheme Document. Pursuant to the Transaction Agreement, DCC Energy intends, after the Effective Date, to pay any non-executive director of DCC Energy who resigns in connection with the Acquisition (and does not join any board of directors in Bidco's group) with effect from the Effective Date a payment in lieu of the fees they would have received for their full notice period (for the avoidance of doubt, including any additional fees paid for particular committee responsibilities). Non-executive directors will not receive any additional fees in connection with the Acquisition.

Each of the DCC Energy Directors who is interested in DCC Energy Shares has irrevocably undertaken to vote (or procure the voting) in favour of the Scheme and all of the Resolutions. Further details of the irrevocable undertakings are set out in paragraph 7 of this Part III.

The Transaction Agreement provides that, for a period of 6 (six) years following the Effective Date, the DCC Energy Directors and the Company Secretary of DCC Energy will be entitled to certain ongoing indemnification rights under the DCC Energy Articles, existing deeds of indemnity as well as coverage under directors' and officers' liability insurance policies of DCC Energy (which Bidco has undertaken to procure are maintained).

10. DCC Energy Share Plans

DCC Energy LTIPs

The DCC Energy Remuneration Committee will exercise its discretion pursuant to the DCC Energy LTIPs to determine the extent to which unvested DCC Energy Share Awards will vest and become exercisable in connection with and conditional upon the Scheme becoming Effective, on such basis as may be determined by the DCC Energy Remuneration Committee to be fair and reasonable in the circumstances. DCC Energy Directors who are executive directors participate in the DCC Energy LTIPs alongside other eligible employees in the DCC Energy Group.

Bidco and DCC Energy have agreed that the Scheme Record Time will take place after the Sanction Date, to allow the DCC Energy Participants in the DCC Energy LTIPs who acquire DCC Energy Shares on or before the Sanction Date to have those DCC Energy Shares acquired by Bidco and dealt with through the Scheme.

To the extent that any DCC Energy Shares held or acquired under the DCC Energy Share Plans are subject to a post-vesting holding period restriction, such restriction will cease to apply with effect from, and conditional upon the Effective Date. No dividend equivalents have accrued or will be payable on any DCC Energy Share Awards. The DCC Energy Share Awards shall remain subject to the malus and clawback provisions of Rule 6.6 of the DCC Energy 2009 LTIP and Rule 7 of the DCC Energy 2021 LTIP, save that references in those Rules to the "Committee" will be interpreted for the purpose of those Rules to include a duly authorised committee of Bidco, where applicable following the Effective Date.

In accordance with Rule 15 of the Irish Takeover Rules, Bidco and DCC Energy will jointly make appropriate proposals to DCC Energy Participants under the DCC Energy LTIPs in relation to their DCC Energy Share Awards on or as soon as practicable after the publication of this Scheme Document. Details of those proposals will be set out in letters sent jointly by Bidco and DCC Energy, which will also inform such DCC Energy Participants of the impact of the Scheme on their outstanding DCC Energy Share Awards, the extent to which their unvested DCC Energy Share Awards will vest and/or become exercisable as a result of the Scheme and any actions they will need to take in relation to their DCC Energy Share Awards in connection with the Scheme.

All DCC Energy Shares allotted to satisfy the exercise of vested DCC Energy Share Awards on or before the Scheme Record Time will be Scheme Shares. The proposed amended DCC Energy Articles provide for any DCC Energy Shares allotted after the Scheme Record Time to automatically be acquired by Bidco for the same consideration per DCC Energy Share as is payable to DCC Energy Shareholders by Bidco under the Scheme on the basis that such consideration shall become payable within fourteen (14) calendar days following the allotment of such DCC Energy Shares.

DCC Energy Cash LTIP

Outstanding awards under the DCC Energy Cash LTIP will remain in place notwithstanding the Acquisition and will vest and be paid out in accordance with their terms and DCC Energy's normal practice, subject to such adjustments as the DCC Energy Cash LTIP Committee may reasonably consider appropriate on account of the Acquisition, following consultation with Bidco. DCC Energy Directors do not participate in the DCC Energy Cash LTIP.

DCC Energy EMSS

All holding conditions and any other restrictions attaching to the DCC Energy Shares that are held pursuant to the DCC Energy EMSS or acquired under that scheme after the date of this Scheme Document but before the Sanction Date will cease to apply on the Sanction Date and such DCC Energy Shares will be Scheme Shares subject to the terms of the Scheme. To the extent that the Acquisition results in any DCC Energy Participants having a tax liability solely due to a recalculation of the income tax on their original acquisition of such DCC Energy Shares to reflect the actual period the holding or restriction was in place, DCC Energy intends to pay the related tax liability through payroll on a grossed-up basis in the first practicable payroll after the Effective Date. DCC Energy Directors do not participate in the DCC Energy EMSS.

DCC Energy DBA

All holding conditions and any other restrictions attaching to DCC Energy Shares that are currently held pursuant to the DCC Energy DBA or are acquired under the DCC Energy DBA after the date of this Scheme Document will cease to apply on the Sanction Date and such DCC Energy Shares will be Scheme Shares subject to the terms of the Scheme. Only DCC Energy Directors who are executive directors participate in the DCC Energy DBA.

11. Delisting, dealings and re-registration

Applications will be made, prior to the Effective Date, to: (i) the London Stock Exchange to cancel the admission of the DCC Energy Shares to trading on the Main Market; and (ii) the FCA to cancel the listing of DCC Energy Shares on the Official List, in each case with effect from or shortly after the Effective Date, subject to and following the Scheme becoming Effective.

Dealings in DCC Energy Shares on the Main Market may be suspended prior to the Effective Date. An appropriate announcement in this regard will be made in due course.

As soon as is reasonably practicable following the Effective Date, it is intended that DCC Energy will be re-registered as a private company limited by shares.

12. Settlement of Consideration

Manner of Settlement

Where, at the Scheme Record Time, a DCC Energy Shareholder holds Scheme Shares in book-entry form, payment of any cash due will be in accordance with Clause 5.1.1 of the Scheme (set out in Part V (*Scheme of Arrangement*) of this Scheme Document) by means of electronic payment to the relevant DCC Energy Shareholder's nominated sterling bank account for DCC Energy distributions or, absent a bank mandate in sterling being recorded on the Register of Members by the Scheme Record Time, by the despatch of a cheque payable in sterling for the sum due to that DCC Energy Shareholder.

Where, at the Scheme Record Time, Scheme Shares are held in the name of Euroclear Nominees Limited, the cash to which such DCC Energy Shareholder is entitled will be paid in sterling by means of the Euroclear System by Bidco procuring the electronic transfer of the sum payable to Euroclear Bank. However, Bidco reserves the right to pay the consideration in respect of such Scheme Shares held in the name of Euroclear Nominees by means of electronic payment or cheque in certain circumstances (as described in Clause 5.1.2 of the Scheme (set out in Part V (*Scheme of Arrangement*) of this Scheme Document)).

Timing of Settlement

The Base Consideration will be paid in accordance with the manner of settlement described above no later than fourteen (14) days following the Effective Date.

Subject to satisfaction (or waiver by Bidco at its sole discretion) of all of the Technology Disposal Consideration Conditions prior to the Technology Disposal Long Stop Date, Bidco shall pay, or procure the payment of, the Technology Disposal Additional Consideration in accordance with the manner of settlement described above as follows:

- if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion) on or prior to the Effective Date, the Technology Disposal Additional Consideration shall be paid no later than fourteen (14) days following the Effective Date; and

- if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion) after the Effective Date, the Technology Disposal Additional Consideration shall be paid no later than fourteen (14) days following the Technology Disposal Consideration Conditions having been satisfied (or waived by Bidco at its sole discretion),

in each case, in accordance with, and pursuant to, the terms and conditions of the Scheme (or, if the Acquisition is implemented by way of a Takeover Offer, in accordance with, and pursuant to, the terms and conditions of the Takeover Offer).

The payment by Bidco of the Technology Disposal Additional Consideration shall not result in any adjustment to the Base Consideration payable in respect of the Acquisition.

Exchange Rate

Where any amount relating to the Technology Disposal and the Technology Disposal Additional Consideration is in any currency other than USD and it needs to be converted into USD for the purposes of calculating the Technology Disposal Additional Consideration (including related concepts), such amount shall be converted into USD (as applicable) at the Exchange Rate.

Consideration payable to participants in the DCC Energy Share Plans

Payment of any cash due to participants in the DCC Energy Share Plans will be processed by DCC Energy (or the relevant employing entity in the DCC Energy Group) by such method as may be determined by DCC Energy. This may include procuring that such payments are made through payroll, net of the aggregate exercise price (if applicable) and income tax, social security contributions and any other applicable payroll taxes and charges that DCC Energy (or the relevant employing entity) is required to withhold, deduct and pay to the relevant Tax Authorities.

General

Except with the consent of the Irish Takeover Panel, settlement of the consideration to which any DCC Energy Shareholder is entitled under the Acquisition will be implemented in full in accordance with the terms of the Acquisition without regard to any lien, right of set-off, counterclaim or other analogous right to which Bidco may be, or claim to be, entitled against any such shareholder.

All documents and remittances sent to DCC Energy Shareholders (or in accordance with their directions) will be despatched at their own risk.

13. Certain effects of the Scheme

If the Scheme becomes Effective, DCC Energy will become a wholly-owned subsidiary of Bidco and, as such, DCC Energy Shareholders will not have an opportunity to continue their equity interest in DCC Energy as an ongoing company and, therefore, will not have the opportunity to share in its future earnings, dividends or growth, if any.

14. Overseas Shareholders

As regards Overseas Shareholders, the Acquisition may be affected by the laws of the relevant jurisdictions. Such Overseas Shareholders should inform themselves about and observe any applicable legal requirements. It is the responsibility of Overseas Shareholders to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other Taxes due in such jurisdiction.

This recommended Acquisition by way of a Scheme of Arrangement under the Act is being proposed for securities of a company incorporated in Ireland. Non-Irish investors should be aware that this Scheme Document has been prepared for the purposes of complying with Irish law and the Irish Takeover Rules (to the extent applicable), and the information disclosed as well as the format and style of this Scheme Document may be different from that which would have been the case if this Scheme Document had been prepared in accordance with the laws of the jurisdictions outside Ireland.

Overseas Shareholders are advised to consult their own tax advisors with respect to the application of taxation laws to their particular circumstances in relation to the Acquisition. U.S. Shareholders should refer to the section of this Scheme Document titled "*Notice to U.S. Shareholders*" on page 5 of this Scheme Document.

15. Action to be taken

Your attention is drawn to the action to be taken on pages 14 to 16 of this Scheme Document and the Statements of Procedures at the end of the Notice of Scheme Meeting and Notice of Extraordinary General Meeting, each contained in this Scheme Document.

16. Further information

Your attention is drawn to the conditions and further terms of the Acquisition set out in the remaining parts of this Scheme Document all of which form part of this Scheme Document.

PART IV - PARTICULARS OF THE TECHNOLOGY DISPOSAL ADDITIONAL CONSIDERATION

1 **Background**

1.1 In connection with its strategy to simplify the DCC Energy Group and focus on its energy business announced in November 2024, DCC Energy is in the process of disposing of the Nexora Business. The Technology Disposal is well progressed and DCC Energy remains on track to agree a sale of the Nexora Business during the calendar year 2026 (although there is no certainty and there can be no assurance that any Technology Disposal Agreement will be entered into).

1.2 If a Technology Disposal Agreement is entered into prior to the Effective Date, as soon as practicable and within two (2) Business Days, DCC Energy will, following consultation with Bidco, make an announcement via a Regulatory Information Service setting out key particulars of the Technology Disposal Agreement and the consequences for the DCC Energy Shareholders.

2 **Amount and Determination of the Technology Disposal Additional Consideration**

2.1 The maximum Technology Disposal Additional Consideration payable per DCC Energy Share is 125 pence.

2.2 The Technology Disposal Additional Consideration shall be an amount per DCC Energy Share equal to the Technology Disposal Per Share Amount, so that, by way of example, the Technology Disposal Additional Consideration payable per DCC Energy Share would be:

- 125 pence if the Technology Disposal Net Proceeds are equal to or greater than US$800 million;
- zero if the Technology Disposal Net Proceeds are equal to or less than the Technology Disposal Hurdle; and
- an amount between zero and 125 pence, calculated on a linear basis, if the Technology Disposal Net Proceeds are between the Technology Disposal Hurdle and US$800 million.

2.3 In calculating the Technology Disposal Net Proceeds, certain amounts comprising the Technology Disposal Proceeds Deductions shall be deducted. Technology Disposal Proceeds Deductions comprise adjustments, some of which will be material (including in respect of the cash on balance sheet of the Nexora Business at 31 March 2026), to the equity value of the Nexora Business to reflect the net cash proceeds to DCC Energy on completion of any sale.

2.4 The Irish Takeover Panel has agreed that Bidco and DCC Energy may redact certain terms of the Transaction Agreement relating to the Technology Disposal, in light of the commercial sensitivity of that information for the ongoing sales process. Accordingly, in the interests of DCC Energy Shareholders and in order not to prejudice the outcome of the Technology Disposal, certain terms of the Transaction Agreement relating to the Technology Disposal, including details of the Technology Disposal Hurdle and the Technology Disposal Proceeds Deductions, have been redacted from the version of the Transaction Agreement which is available for inspection in the manner described in paragraph 13 of Part VIII (*Additional Information*) of this Scheme Document.

3 **Technology Disposal Consideration Conditions**

3.1 In addition to the Base Consideration, DCC Energy and the Consortium have agreed that DCC Energy Shareholders will be entitled to receive an amount equal to the Technology Disposal Additional Consideration if the following conditions are satisfied (or waived by Bidco at its sole discretion) prior to the Technology Disposal Long Stop Date (being 31 July 2027):

- a Technology Disposal Agreement having been entered into and not having been terminated before the Effective Date;
- the Acquisition having become Effective;
- the Technology Disposal Completion having occurred;
- the Technology Disposal Net Proceeds exceeding the Technology Disposal Hurdle;
- a member or members of the DCC Energy Retained Group (or after the Effective Date, a member of the Combined Group) having received (whether by payment in cash in USD or by settlement) the Technology Disposal Proceeds; and
- the Relevant Technology Disposal Amounts having been determined pursuant to paragraph 7 of Schedule 6 of the Transaction Agreement,

(the "**Technology Disposal Consideration Conditions**").

3.2 The Technology Disposal Consideration Conditions relate to whether DCC Energy Shareholders will be entitled to receive, and Bidco shall be required to pay, the Technology Disposal Additional Consideration. The Acquisition is not conditional upon the satisfaction of the Technology Disposal Consideration Conditions.

3.3 Unless each of the Technology Disposal Consideration Conditions is satisfied (or waived by Bidco at its sole discretion) prior to the Technology Disposal Long Stop Date, DCC Energy Shareholders will not receive any Technology Disposal Additional Consideration.

3.4 **No Technology Disposal Agreement has been entered into as at the date of this Scheme Document. There is no certainty and there can be no assurance that any Technology Disposal Agreement will be entered into and/or any of the other Technology Disposal Consideration Conditions will be satisfied or waived. Accordingly, there is no certainty and can be no assurance that all or any of the Technology Disposal Additional Consideration will become payable. Unless each of the Technology Disposal Consideration Conditions is satisfied (or waived by Bidco at its sole discretion) prior to the Technology Disposal Long Stop Date, the Technology Disposal Additional Consideration will be zero.**

4 **Payment of the Technology Disposal Additional Consideration**

4.1 The Technology Disposal Additional Consideration, if payable, shall be determined as follows:

- If a Technology Disposal Completion occurs prior to the Effective Date, the Relevant Technology Disposal Amounts shall be as agreed between DCC Energy and Bidco in the manner set out in the Transaction Agreement prior to the Effective Date and shall be binding on Bidco.
- If a Technology Disposal Completion occurs on or after the Effective Date, the Relevant Technology Disposal Amounts shall be determined by the Technology Disposal Committee in the manner set out in the Transaction Agreement and shall be binding on Bidco.
- If the Relevant Technology Disposal Amounts are not agreed as set out above (a "**Deadlock**"), and are not resolved within five (5) Business Days of the Deadlock arising, the matter shall be referred to the Expert for a final and binding determination of the Relevant Technology Disposal Amounts in accordance with the Transaction Agreement.

4.2 Subject to satisfaction (or waiver by Bidco at its sole discretion) of all of the Technology Disposal Consideration Conditions prior to the Technology Disposal Long Stop Date, Bidco shall pay, or procure the payment of, the Technology Disposal Additional Consideration as follows:

- if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion) on or prior to the Effective Date, the Technology Disposal Additional Consideration shall be paid not later than fourteen (14) days following the Effective Date; and

- if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion) after the Effective Date, the Technology Disposal Additional Consideration shall be paid not later than fourteen (14) days following the Technology Disposal Consideration Conditions having been satisfied (or waived by Bidco at its sole discretion),

in each case, in accordance with, and pursuant to, the terms and conditions of the Scheme (or, if the Acquisition is implemented by way of a Takeover Offer, in accordance with, and pursuant to, the terms and conditions of the Takeover Offer).

4.3 The payment of the Technology Disposal Additional Consideration by Bidco shall not result in any adjustment to the Base Consideration payable in respect of the Acquisition.

5 **Particulars of the Technology Disposal Additional Consideration**

5.1 **Form and status**

The obligation to pay the Technology Disposal Additional Consideration will be an obligation of Bidco pursuant to the Scheme and will not be evidenced by a certificate or other instrument. Any entitlement to receive Technology Disposal Additional Consideration will not confer any voting or dividend rights and will not represent any equity or ownership interest in the DCC Energy Group, the Bidco Group, or any of their Affiliates.

5.2 **Restrictions on transfer**

The entitlement to receive the Technology Disposal Additional Consideration that becomes payable may not be transferred other than pursuant to a Permitted Transfer (being a transfer by operation of law, court order, or between a nominee and the same beneficial owner). Any attempted transfer of the entitlement to receive the Technology Disposal Additional Consideration, in whole or in part, in contravention of this restriction shall be of no effect.

5.3 **No listing**

The right to receive any Technology Disposal Additional Consideration will not be registered or listed for trading (including on any stock exchange).

5.4 **Unsecured obligation**

Each DCC Energy Shareholder's entitlement to the Technology Disposal Additional Consideration represents an unsecured obligation of Bidco which shall rank at least pari passu with all other existing and future unsecured obligations of Bidco, except for those obligations as may be preferred by applicable law.

5.5 **No guarantee**

Bidco's obligation to pay the Technology Disposal Additional Consideration is not guaranteed by any member of the Bidco Group, any member of the DCC Energy Group or any other person.

5.6 **Governing law**

The Technology Disposal Additional Consideration will be governed by Irish law.

6 Further provisions about the Technology Disposal and the Technology Disposal Additional Consideration

6.1 Transaction Agreement

The Transaction Agreement sets out the agreement between Bidco, DCC Energy and the other parties thereto relating to certain aspects of the Technology Disposal and the Technology Disposal Additional Consideration.

6.2 Composition of the Technology Disposal Committee

Bidco has undertaken to establish a committee (the "**Technology Disposal Committee**") to discuss and determine the Relevant Technology Disposal Amounts in accordance with the Transaction Agreement with effect from the Effective Date.

The Technology Disposal Committee shall comprise:

- two individuals nominated by DCC Energy (each a "**DCC Energy Nominee**"); and
- two individuals nominated by Bidco from time to time,

(together being the "**Technology Disposal Committee Members**").

If any DCC Energy Nominee is unwilling or becomes incapable of serving on the Technology Disposal Committee after the Acquisition is Effective, such vacancy shall be filled by an individual nominated by the remaining DCC Energy Nominee in writing from time to time (or, if both DCC Energy Nominees are not willing or become incapable of serving on the Technology Disposal Committee at the same time, they shall nominate replacement individuals prior to vacating their positions).

6.3 Obligations on Bidco with respect to the Technology Disposal if it has not been completed by the Effective Date

Bidco has agreed to comply with certain obligations set out in the Transaction Agreement in respect of the Nexora Business if the Technology Disposal Agreement has been signed but not completed by the Effective Date until the earlier of: (i) the Technology Disposal Completion; and (ii) the Technology Disposal Long Stop Date. These include obligations to:

- use reasonable endeavours to continue with the Technology Disposal pursuant to the terms of the Technology Disposal Agreement;
- subject to the terms of a Technology Disposal Agreement, procure that the Nexora Business is carried on in all material respects in the ordinary course of business consistent with the DCC Energy Group's usual practice;
- take all reasonable steps to preserve and protect the value of the Nexora Business consistent with the DCC Energy Group's usual practice;
- ensure that no transactions between any member of the Nexora Group (on the one hand) and any member of the rest of the Combined Group (on the other hand) are entered into or implemented other than on arm's length terms;
- not take any steps or actions with the intention of diminishing the value of the Nexora Business or the Technology Disposal Proceeds that the Combined Group shall receive for the sale of the Nexora Business; and
- use reasonable endeavours to maximise the Technology Disposal Proceeds and not take any steps or actions that might frustrate or otherwise adversely impact or delay the receipt

of the Technology Disposal Proceeds by the Combined Group or the payment of the Technology Disposal Additional Consideration to the DCC Energy Shareholders.

6.4 **Valuation requirement**

The Irish Takeover Panel has determined that an estimate of the value of the entitlement to receive Technology Disposal Additional Consideration in accordance with Rule 24.11 of the Irish Takeover Rules is not required to be included in this Scheme Document.

6.5 **No Trust**

No obligation of any member of the Bidco Group (after completion of the Acquisition, including any member of the DCC Energy Group), and no action taken by any member of the Bidco Group (after completion of the Acquisition, including any member of the DCC Energy Group) in relation to the Nexora Business, the Technology Disposal, the Technology Disposal Additional Consideration, shall create, or be construed to create, a trust of any kind, or a fiduciary relationship between such person and DCC Energy Shareholders or any other person.

6.6 **Announcement Obligations**

If a Technology Disposal Agreement is entered into, materially varied or terminated or if the Technology Disposal Completion occurs, in each case prior to the Effective Date, as soon as practicable and within two (2) Business Days, DCC Energy shall, following consultation with Bidco, make an announcement via a Regulatory Information Service setting out key particulars of the Technology Disposal Agreement, its variation or termination and the consequences to the DCC Energy Shareholders, as applicable.

If Technology Disposal Completion occurs on or after the Effective Date, Bidco shall make an announcement via a Regulatory Information Service setting out the Technology Disposal Additional Consideration payable to the DCC Energy Shareholders and timing for such payment, within two (2) Business Days following the date on which a member of the Combined Group receives the Technology Disposal Proceeds. If no Technology Disposal Additional Consideration will be payable to the DCC Energy Shareholders, Bidco shall state that in such announcement.

Bidco and/or DCC Energy, as applicable, shall make any announcement as required by the Irish Takeover Panel in connection with the Technology Disposal Additional Consideration via a Regulatory Information Service.

PART V - SCHEME OF ARRANGEMENT

THE HIGH COURT

IN THE MATTER OF DCC ENERGY PLC AND

IN THE MATTER OF THE COMPANIES ACT 2014

SCHEME OF ARRANGEMENT (UNDER CHAPTER 1 OF PART 9 OF THE COMPANIES ACT 2014)

BETWEEN DCC ENERGY PLC AND

THE HOLDERS OF THE SCHEME SHARES (AS HEREINAFTER DEFINED)

PRELIMINARY

A. In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

"**Acquisition**"	the proposed acquisition by Bidco of the DCC Energy Shares (other than the Excluded Shares) by means of this Scheme;
"**Act**"	the Companies Act 2014 of Ireland, all enactments which are to be read as one with, or construed or read together as one with the Companies Act 2014 of Ireland and every statutory modification and re-enactment thereof for the time being in force;
"**Announcement**"	the joint announcement in respect of the Acquisition, made by Bidco and DCC Energy on 27 July 2026 pursuant to Rule 2.7 of the Irish Takeover Rules;
"**Base Consideration**"	6,525 pence in cash per Scheme Share (subject to adjustment in accordance with Clause 4 of this Scheme);
"**Bidco**"	Dragon Bidco Limited, a private company limited by shares incorporated in Ireland with registered number 816049, having its registered office at 32 Molesworth Street, Dublin 2, D02 Y512;
"**Bidco Board**"	the board of directors of Bidco from time to time and for the time being;
"**Bidco Group**"	Bidco, all of its Subsidiaries and Holding Companies and any other Subsidiary of any such Holding Company;
"**book-entry form**"	where a share or other security is recorded on the Register of Members, excluding the holding of Euroclear Nominees;
"**Business Day**"	any day, other than a Saturday, a Sunday, or a public holiday in London or Dublin;
"**Cancellation Record Time**"	11:59 p.m. on the day before the Court Hearing;
"**Cancellation Shares**"	the DCC Energy Shares in issue prior to the Cancellation Record Time but excluding the Excluded Shares;
"**Cash Consideration**"	the aggregate of the Base Consideration and, if payable, the Technology Disposal Additional Consideration;
"**Combined Group**"	the combined DCC Energy Retained Group and Bidco Group following the Acquisition becoming Effective;
"**Conditions**"	the conditions to the Scheme and the Acquisition set out in Part VI (*Conditions and Further Terms of the Acquisition and the Scheme*)

	of this Scheme Document, and "**Condition**" means any one of the Conditions;
"**Consideration Payment Date**"	the date on which the relevant Cash Consideration shall be settled in accordance with Clauses 5.2 and 5.3 (as applicable);
"**Court Hearing**"	the hearing by the High Court of the application to sanction the Scheme under Section 453(2)(c) of the Act and to confirm the related Reduction of Capital;
"**Court Order**"	the order or orders of the High Court sanctioning the Scheme under Chapter 1 of Part 9 of the Act and confirming the related Reduction of Capital under Section 85 of the Act;
"**DCC Energy**" or the "**Company**"	DCC Energy plc, a company incorporated in Ireland with registered number 54858, having its registered office at Leopardstown Road, Foxrock, Dublin 18, Ireland;
"**DCC Energy 2009 LTIP**"	the DCC plc Long Term Incentive Plan 2009;
"**DCC Energy 2021 LTIP**"	the DCC plc Long Term Incentive Plan 2021;
"**DCC Energy Articles**"	the Articles of Association of DCC Energy as in effect from time to time;
"**DCC Energy Board**"	the board of directors of DCC Energy from time to time and for the time being;
"**DCC Energy DBA**"	the DCC Energy plc deferred bonus arrangement for executive directors of DCC Energy;
"**DCC Energy Group**"	DCC Energy and its Subsidiaries;
"**DCC Energy EMSS**"	the DCC Management Services Employee Matching Share Scheme;
"**DCC Energy Participants**"	the holders of DCC Energy Share Awards;
"**DCC Energy Retained Group**"	the DCC Energy Group excluding the Nexora Group;
"**DCC Energy Shareholder**"	a Holder of DCC Energy Shares;
"**DCC Energy Share Awards**"	a contingent right or option to acquire, and/or in the case of the DCC Energy DBA or the DCC Energy EMSS, to become legally and beneficially entitled to, DCC Energy Shares granted under the DCC Energy Share Plans;
"**DCC Energy Share Plans**"	(a) the DCC Energy 2009 LTIP; (b) the DCC Energy 2021 LTIP; (c) the DCC Energy DBA; and (d) the DCC Energy EMSS;
"**DCC Energy Shares**"	the ordinary shares of €0.25 each in the share capital of DCC Energy;
"**Deadlock**"	the meaning given to that term in the Transaction Agreement;
"**ECP**"	Energy Capital Partners Management, LP and its affiliates and the funds and investment vehicles managed by it and its affiliates;

"**Effective**"	the Scheme having become effective in accordance with Clause 7.1;
"**Effective Date**"	the date on which the Scheme becomes Effective;
"**Effective Time**"	the time on the Effective Date at which the Scheme becomes Effective;
"**EGM**" or "**Extraordinary General Meeting**"	the extraordinary general meeting of DCC Energy Shareholders (and any adjournment thereof) to be convened in connection with the Scheme, expected to be held as soon as the preceding Scheme Meeting shall have been concluded or adjourned (it being understood that if the Scheme Meeting is adjourned, the EGM shall be correspondingly adjourned);
"**End Date**"	31 July 2027 or such later date as Bidco and DCC Energy may, with (if required) the consent of the Irish Takeover Panel, agree and (if required) the High Court may allow;
"**euro**" or "**€**" or "**EUR**"	euro, the lawful currency of Ireland;
"**Euroclear Bank**"	Euroclear Bank SA/NV, an international central securities depository and operator of the Euroclear System;
"**Euroclear Nominees**"	Euroclear Nominees Limited, the nominee of Euroclear Bank;
"**Euroclear System**"	the securities settlement system operated by Euroclear Bank and governed by Belgian law;
"**Excluded Shares**"	any DCC Energy Shares that are either: (a) in the beneficial ownership of Bidco; or (b) held in treasury by DCC Energy, in each case from time to time;
"**Expert**"	the meaning given to that term in the Transaction Agreement;
"**Form(s) of Proxy**"	the YELLOW form of proxy for the Scheme Meeting and the PINK form of proxy for the EGM, or either one of them as the context may require;
"**Governmental Body**"	any Irish, UK or other national or supranational, federal, state, local or other governmental or regulatory authority, agency in any jurisdiction, commission, board, body, bureau, arbitrator, arbitration panel, or other authority in any jurisdiction, including courts and other judicial bodies, or any taxing, revenue, fiscal, competition, antitrust, foreign investment review or supervisory body, central bank or other governmental, trade or regulatory agency or body, securities exchange, stock exchange or any self-regulatory body or authority, including any instrumentality or entity designed to act for or on behalf of the foregoing, in each case, in any jurisdiction (provided it has jurisdiction over the applicable person or its activities or property) and including any Tax Authority;
"**High Court**"	the High Court of Ireland;
"**Holder(s)**"	in relation to any DCC Energy Share, the person whose name is entered in the Register of Members as the holder of the share, and "**Joint Holders**" shall mean the persons whose names are entered in the Register of Members as the joint holders of the share, and includes any person(s) entitled by transmission;
"**Holding Company**"	the meaning given to the term "holding undertaking" in Section 275 of the Act;

"**Irish Takeover Panel**"	the Irish Takeover Panel established under the Irish Takeover Panel Act 1997;
"**Irish Takeover Rules**" or "**Rules**"	the Irish Takeover Panel Act, 1997, Takeover Rules, 2022;
"**KKR**"	Kohlberg Kravis Roberts & Co. L.P. and its affiliates;
"**Latest Practicable Date**"	17 August 2026, being the latest practicable date prior to printing and publication of the Scheme Document;
"**Law**"	any applicable national, federal, state, local, municipal, foreign, supranational, European Union or other law, statute, constitution, principle of common law, resolution, ordinance, code, agency requirement, licence, permit, edict, binding directive, decree, rule, regulation, judgment, order, injunction, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body;
"**New DCC Energy Shares**"	the DCC Energy Shares to be issued credited as fully paid up to Bidco pursuant to Clause 1.2 of this Scheme;
"**Nexora**"	Nexora Consolidated Limited, a company incorporated in the United Kingdom and registered in England and Wales, with company number 17125132;
"**Nexora Business**"	the business carried on by the Nexora Group as at the date of the Announcement;
"**Nexora Group**"	Nexora and its subsidiary undertakings from time to time;
"**Originating Notice of Motion**"	the originating notice of motion to be issued by DCC Energy seeking, *inter alia*, an order or orders of the High Court sanctioning this Scheme under Chapter 1 of Part 9 of the Act and confirming the related Reduction of Capital;
"**Permitted Transfer**"	a transfer of the entitlement to receive the Technology Disposal Additional Consideration in accordance with the terms of the Scheme: (a) made by operation of applicable Law or pursuant to an order of a court of competent jurisdiction; or (b) made from a nominee to a beneficial owner and, if applicable, through an intermediary, or from such nominee to another nominee for the same beneficial owner, in each case, other than a transfer to a person who is resident in, or is a citizen of, a Restricted Jurisdiction;
"**Permitted Transferee**"	a transferee in respect of a Permitted Transfer;
"**pounds**", "**GBP**", "**£**" or "**sterling**"	pounds sterling, the lawful currency of the UK from time to time, and "pence" shall be construed accordingly;
"**Reduction of Capital**"	the reduction of the share capital of DCC Energy by the cancellation of the Cancellation Shares in accordance with the provisions of Sections 84 to 86 of the Act, as referred to in Clause 1.1 of this Scheme;
"**Register of Members**"	the register of members maintained by or on behalf of DCC Energy pursuant to the Act;
"**Registrar of Companies**"	the Registrar of Companies as defined in Section 2 of the Act;

"**Relevant Technology Disposal Amount**"	means: (a) the Technology Disposal Proceeds; (b) the Technology Disposal Proceeds Deductions; (c) the Technology Disposal Net Proceeds; and (d) the Technology Disposal Per Share Amount;
"**Restricted Jurisdiction**"	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available in that jurisdiction or would result in a requirement to comply with any governmental or other consent or any registration, filing or other formality which is unduly onerous;
"**Restricted Overseas Shareholder**"	a Scheme Shareholder (including an individual, partnership, unincorporated syndicate, limited liability company, unincorporated organisation, trust, trustee, executor, administrator or other legal representative) in, or resident in, or any Scheme Shareholder whom DCC Energy believes to be in, or resident in, a Restricted Jurisdiction;
"**Scheme**" or "**Scheme of Arrangement**"	this proposed scheme of arrangement pursuant to Chapter 1 of Part 9 of the Act and the related Reduction of Capital to effect the Acquisition pursuant to the Transaction Agreement, with or subject to any modification, addition or condition which the parties to the Transaction Agreement may mutually agree in writing with the consent (in each case, if required) of the Irish Takeover Panel and the High Court;
"**Scheme Document**"	the document dated 24 August 2026 sent by DCC Energy to DCC Energy Shareholders (and for information only, to DCC Energy Participants under the DCC Energy Share Plans), of which this Scheme forms part;
"**Scheme Meeting**"	the meeting of the Holders of such of the Scheme Shares as are in issue at the Voting Record Time convened by order of the High Court pursuant to Section 450(3) of the Act to consider and, if thought fit, approve the Scheme (with or without modification), including any adjournment thereof;
"**Scheme Record Time**"	6:00 p.m. (London time) on the Business Day immediately prior to the Effective Date (or such other day and/or time as is determined by the High Court as the record time for determining those DCC Energy Shares that will be subject to the Scheme);
"**Scheme Shareholder**"	a Holder of Scheme Shares;
"**Scheme Shares**"	the Cancellation Shares and the Transfer Shares;
"**Subsidiary**"	the meaning given to the term subsidiary undertaking in Section 275 of the Act;
"**Tax Authority**"	any Governmental Body responsible for the imposition, administration, levying, assessment, collection or enforcement of laws relating to taxes, or for making any decision or ruling on any matter relating to tax (including the Irish Revenue Commissioners);
"**Technology Disposal**"	the proposed disposal by a member or members of the DCC Energy Retained Group of some or all of the Nexora Business to an unconnected third party on arm's length terms;

"**Technology Disposal Additional Consideration**"	the one-off cash consideration payable, subject to the satisfaction (or waiver by Bidco at its sole discretion) of the Technology Disposal Consideration Conditions, in pence to each Scheme Shareholder as at the Scheme Record Time of an amount per DCC Energy Share equal to the Technology Disposal Per Share Amount;
"**Technology Disposal Agreement**"	any legally binding agreement entered into by a member of the DCC Energy Retained Group to give effect to the Technology Disposal;
"**Technology Disposal Committee**"	the meaning given to that term in the Transaction Agreement;
"**Technology Disposal Completion**"	the completion of the Technology Disposal in accordance with the terms and conditions of a Technology Disposal Agreement;
"**Technology Disposal Consideration Conditions**"	the meaning given to that term in Clause 3.1.2;
"**Technology Disposal Hurdle**"	the meaning given to such term in the Transaction Agreement;
"**Technology Disposal Long Stop Date**"	31 July 2027;
"**Technology Disposal Net Proceeds**"	the Technology Disposal Proceeds less the Technology Disposal Proceeds Deductions that have been incurred or, if relevant, are reasonably expected to be incurred, calculated on the basis set out in the Transaction Agreement;
"**Technology Disposal Per Share Amount**"	the meaning given to that term in the Transaction Agreement;
"**Technology Disposal Proceeds**"	the meaning given to that term in the Transaction Agreement;
"**Technology Disposal Proceeds Deductions**"	the meaning given to that term in the Transaction Agreement;
"**Transaction Agreement**"	the transaction agreement dated 27 July 2026 and entered into between DCC Energy, Bidco, KKR Krypton Aggregator LP and ECP Dragon Holdings, LP in relation to the implementation of the Scheme and the Acquisition, as it may be amended and restated or supplemented from time to time in accordance with its terms and including the schedules thereto, and which is available for inspection in the manner described in paragraph 13 of Part VIII (*Additional Information*) of the Scheme Document;
"**Transfer Shares**"	any DCC Energy Shares allotted and issued at or after the Cancellation Record Time but before the Scheme Record Time in respect of which the original or any subsequent Holder shall be bound by this Scheme, excluding, for the avoidance of doubt, any Excluded Shares;
"**UK**"	the United Kingdom of Great Britain and Northern Ireland;
"**U.S.**"	the United States of America; and

"**USD**" or "**US$**"	United States dollars, the legal currency of the United States from time to time.

B. In this Scheme, unless inconsistent with the subject or context, (i) references to "Clauses" are to clauses of this Scheme; and (ii) unless otherwise stated, all references to times of day are to Irish time.

C. The authorised share capital of DCC Energy at the date of this Scheme is €38,092,142 divided into 152,368,568 ordinary shares of €0.25 each. As of the Latest Practicable Date, 87,609,229 DCC Energy Shares in the share capital of DCC Energy have been issued and are credited as fully paid and the remainder are unissued (which includes 2,185,094 DCC Energy Shares held in treasury).

D. The purpose of the Scheme is to provide for the cancellation or (where applicable) transfer to Bidco of the Scheme Shares in consideration for the payment by Bidco of the Cash Consideration to the Scheme Shareholders, in the manner set out in Clause 3.1.1.

E. As at the Latest Practicable Date, it is assessed that up to 819,506 DCC Energy Shares may be issued on or after the date of this Scheme pursuant to the DCC Energy Share Plans on the basis of the current expected timing of the Effective Date and related modelling assumptions.

F. Bidco was incorporated on 20 May 2026 under the laws of Ireland as a private company limited by shares for the purpose of carrying out the Acquisition.

G. Bidco has agreed to appear by counsel on the hearing of the Originating Notice of Motion in the High Court to sanction this Scheme and, if all Conditions have been satisfied or waived (save in respect of any Condition that may only be satisfied on or after the Sanction Date), provide a written undertaking to the High Court to, subject to the sanction of the Scheme, be bound by the terms of the Scheme insofar as it relates to Bidco, together with any other undertakings which are required by the High Court and are reasonably necessary for the proper implementation of the Scheme.

THE SCHEME

1 **Cancellation of the Cancellation Shares and Capitalisation of Reserves**

1.1 Pursuant to Sections 84 to 86 and Chapter 1 of Part 9 of the Act and Article 50 of the DCC Energy Articles, at the Effective Time, the issued share capital of DCC Energy shall be reduced by cancelling and extinguishing all of the Cancellation Shares without thereby reducing the authorised share capital of DCC Energy. As a result of the cancellation of the Cancellation Shares, the reserves of DCC Energy shall be increased accordingly.

1.2 Forthwith, and contingent upon the Reduction of Capital taking effect:

1.2.1 the issued share capital of DCC Energy shall be increased by the allotment and issue to Bidco of such number of New DCC Energy Shares as shall be equal to the number of Cancellation Shares, with each such New DCC Energy Share having the same rights as the Cancellation Shares so cancelled; and

1.2.2 the reserve arising in the books of account of DCC Energy as a result of the Reduction of Capital shall be capitalised and applied in paying up in full at par the New DCC Energy Shares allotted pursuant to Clause 1.2.1, which shall be allotted and issued to Bidco credited as fully paid and free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever.

2 **Acquisition of Transfer Shares**

2.1 Contingent upon and immediately following the cancellation of the Cancellation Shares becoming effective in accordance with the terms of this Scheme and the allotment and issue of the New DCC Energy Shares referred to in Clause 1.2, Bidco shall automatically, and without any further action required, with effect from the Effective Time acquire all of the Transfer Shares (including the legal and beneficial interest therein) fully paid, free from all liens, equities, charges, encumbrances, rights of pre-emption and any other third party rights and other interests and together with all and any rights at the date of this Scheme or thereafter attached thereto including (without limitation) voting rights and the right to receive and retain in full all dividends and other distributions declared, paid or made thereon on or after the Effective Date.

2.2 With effect from the Effective Time and until the Register of Members is updated to reflect the transfer of any Transfer Shares pursuant to Clause 2.1, each Scheme Shareholder that is a transferee of any such Transfer Share irrevocably:

2.2.1 appoints Bidco (or such of its nominee(s) as are directed by Bidco) as such Scheme Shareholder's lawful attorney to exercise on its behalf any votes and any or all other rights and privileges and to give any consents or waivers in respect of any rights and privileges (including, without limitation, the right to vote at general meetings, to consent to or agree to shorter notice periods for meetings of members and to requisition the convening of a general meeting of DCC Energy or of any class of members of DCC Energy) attaching to such Transfer Shares and to do all such acts and things and agree and execute for and on behalf of such Scheme Shareholder all such other agreements, deeds, certificates, notices and other documents concerning or related to the Transfer Shares as are required to give effect to the power of attorney granted by this Clause 2.2.1;

2.2.2 authorises DCC Energy and/or its agents to send any notice, circular, warrant, document or other communication which may be required to be sent to such Scheme Shareholder in their capacity as a member of DCC Energy in respect of such Scheme Shareholder's Transfer Shares to Bidco (and/or such other nominee(s) as are directed by Bidco) at Bidco's registered office; and

2.2.3 undertakes not to:

(a) exercise any votes or other rights attaching to the relevant Transfer Shares without the prior written consent of Bidco; or

(b) appoint a proxy or representative for, or to attend, any general meeting or separate class meeting of the members of DCC Energy.

3 Consideration for the Cancellation Shares, the Transfer Shares and the Allotment of the New DCC Energy Shares

3.1.1 Subject to the terms of this Scheme, as consideration for: (i) the cancellation of the Cancellation Shares pursuant to Clause 1.1; (ii) the transfer to Bidco of the Transfer Shares pursuant to Clause 2; and (iii) the allotment and issue to Bidco of the New DCC Energy Shares as provided in Clause 1.2, Bidco shall:

(a) pay, or procure payment, to each Holder of DCC Energy Shares appearing in the Register of Members on the Scheme Record Time, an amount equal to the Base Consideration for each Scheme Share; and

(b) subject to satisfaction (or waiver by Bidco at its sole discretion) of the Technology Disposal Consideration Conditions (set out in Clause 3.1.2) prior to the Technology Disposal Long Stop Date, pay, or procure payment, to each Holder of DCC Energy Shares appearing in the Register of Members on the Scheme Record Time, an amount equal to the Technology Disposal Additional Consideration for each Scheme Share, in each case (without interest, and subject to such withholding taxes (if any) as may be required by Law) in accordance with Clause 5.

3.1.2 For the purposes of Clause 3.1.1(b), the "**Technology Disposal Consideration Conditions**" referred to are:

(a) a Technology Disposal Agreement having been entered into and not having been terminated before the Effective Date;

(b) the Acquisition having become Effective;

(c) the Technology Disposal Completion having occurred by the Technology Disposal Long Stop Date;

(d) the Technology Disposal Net Proceeds exceeding the Technology Disposal Hurdle;

(e) a member or members of the DCC Energy Retained Group (or after the Effective Date, a member of the Combined Group) having received (whether by payment in cash in USD or by settlement) the Technology Disposal Proceeds; and

(f) the Relevant Technology Disposal Amounts having been determined pursuant to paragraph 7 of Schedule 6 of the Transaction Agreement.

3.1.3 Any dividend, distribution and/or return of capital payable with respect to a record date before the Effective Date in respect of any DCC Energy Shares shall accrue to the benefit of the relevant DCC Energy Shareholders by reference to the record date for such dividend, distribution and/or return of capital.

3.1.4 None of DCC Energy, Bidco, ECP, KKR, the Combined Group or their respective employees, officers, agents, representatives or nominees shall be liable to any Scheme Shareholder for any cash payment, dividends or distributions with respect to Scheme Shares delivered to a public official in compliance with any abandoned property, escheat or law permitting attachment of money or property or similar law.

3.1.5 Unless each of the Technology Disposal Consideration Conditions is satisfied (or waived by Bidco at its sole discretion) prior to the Technology Disposal Long Stop Date:

(a) each Scheme Shareholder's entitlement to receive all or any Technology Disposal Additional Consideration shall be automatically deemed extinguished and no longer outstanding; and

(b) Bidco, ECP, KKR and other members of the Combined Group shall be fully and finally released from any obligation to pay all or any Technology Disposal Additional Consideration.

4 **Adjustment to the Cash Consideration**

4.1 If any dividend, distribution and/or return of capital is announced, declared, made or paid or becomes payable in respect of a DCC Energy Share on or after the Announcement and prior to the Effective Date, Bidco shall be entitled to reduce the amount of the Base Consideration by the amount of all or part of any such dividend, distribution or return of capital (calculated, for the avoidance of doubt, on a per Scheme Share basis).

4.2 If Bidco exercises the right referred to in Clause 4.1 to reduce the Base Consideration payable for each Scheme Share by all or part of the amount of a dividend and/or other distribution and/or return of capital that has not been paid but is payable by reference to a record date prior to the Effective Date:

4.2.1 any reference in this Scheme to the Base Consideration payable under the Scheme shall be deemed to be reference to the Base Consideration as so reduced; and

4.2.2 the exercise of such rights shall not be regarded as constituting any revision or variation of the terms of the Scheme.

5 **Settlement of Cash Consideration**

5.1 The Cash Consideration to which any Scheme Shareholder is entitled under the Scheme shall be distributed in the following manner:

5.1.1 in the case of Scheme Shares which at the Scheme Record Time are in book-entry form by means of electronic payment to the relevant Scheme Shareholder's nominated sterling bank account for Company distributions or, absent a bank mandate in sterling being recorded on the Register of Members by the Scheme Record Time, by the despatch of a cheque payable in sterling for the sum due to that Scheme Shareholder; or

5.1.2 in the case of Scheme Shares which at the Scheme Record Time are registered in the name of Euroclear Nominees on the Register of Members, by electronically transferring the sum to Euroclear Bank, provided that Bidco reserves the right to pay all, or any part of, the consideration referred to in this Clause 5.1.2 where payable in respect of such Scheme Shares so registered in the name of Euroclear Nominees in the manner referred to in Clause 5.1.1 if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this Clause 5.1.2 or if to do so would incur material additional costs; or

5.1.3 in the case of Scheme Shares issued and/or held pursuant to DCC Energy Share Plans (including those issued to and/or held by former directors or employees of DCC Energy), by transferring the sum to DCC Energy which will then be processed by DCC Energy (or the relevant employing entity in the DCC Energy Group) by such method as may be determined by DCC Energy. This may include procuring that such payments are made through payroll, net of the aggregate exercise price (where applicable) and income tax, social security contributions and any other applicable payroll taxes and charges that DCC Energy (or the relevant employing entity) is required to withhold, deduct and pay to the relevant Tax Authority).

5.2 The Base Consideration due in accordance with Clause 3.1.1(a) shall be paid in accordance with the provisions of Clause 5.1 not later than fourteen (14) days following the Effective Date.

5.3 Subject to satisfaction (or waiver by Bidco at its sole discretion) of the Technology Disposal Consideration Conditions prior to the Technology Disposal Long Stop Date, the Technology Disposal Additional Consideration shall be settled as follows:

5.3.1 if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion) on or prior to the Effective Date, the Technology Disposal Additional Consideration due in accordance with Clause 3.1.1(b) shall be paid in accordance with the provisions of Clause 5.1 not later than fourteen (14) days following the Effective Date; or

5.3.2 if the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion) after the Effective Date, the Technology Disposal Additional Consideration due in accordance with Clause 3.1.1(b) shall be paid in accordance with the provisions of Clause 5.1 not later than fourteen (14) days following the date on which the Technology Disposal Consideration Conditions are satisfied (or waived by Bidco at its sole discretion).

5.4 Following the Scheme Record Time, each holding of Scheme Shares in the Euroclear System shall be disabled and all Scheme Shares shall be removed from the Euroclear System in due course.

5.5 All despatches of cheques required to be made pursuant to this Scheme shall be effected by sending the same through the post addressed to the Scheme Shareholders entitled thereto at their respective registered addresses as appearing in the Register of Members at the Scheme Record Time (or, in the case of Joint Holders, at the registered address as appearing in the said Register of Members at such time of that one of the Joint Holders whose name then stands first in the said Register of Members in respect of such joint holding), or to an alternative address (including the address of a Permitted Transferee), notified in writing to Bidco or its agents in accordance with Clause 5.11, provided that such address is not in a Restricted Jurisdiction. None of DCC Energy, Bidco, ECP, KKR, the Combined Group or their respective employees, officers, agents, representatives and nominees shall be responsible for any loss or delay in the transmission of any cheques sent in accordance with this Clause 5.5, which shall be sent at the risk of the persons entitled thereto.

5.6 All questions as to the validity (including time of receipt) of any written notice of alternative address pursuant to Clause 5.5 shall be determined by Bidco, acting reasonably, whose determination (except as required by the Law) shall be final and binding. None of DCC Energy, Bidco, ECP, KKR, the Combined Group or their respective employees, officers, agents, representatives and nominees shall be under any duty to give notification of any defects or irregularities in any such notice of alternative address or incur any liability for failure to give such notification or for any determination under this Clause 5.6.

5.7 All cheques shall be in sterling and shall be made payable to the Scheme Shareholder or, in the case of Joint Holders, to all named Scheme Shareholders concerned, or in the case of a Permitted Transferee, to the person notified in writing to Bidco (or its agents) in accordance with Clause 5.12.

5.8 The making of any electronic payment or the despatch of any such cheque pursuant to this Clause 5, or the creation of any assured payment obligation in accordance with Clause 5.1 (whether to a Scheme Shareholder, Permitted Transferee or, pursuant to Clause 5.1.3 to DCC Energy), shall be a complete discharge of Bidco's obligations under this Scheme to pay the relevant monies to the relevant Scheme Shareholder or Permitted Transferee, including in respect of the Technology Disposal Additional Consideration, and none of DCC Energy, Bidco, ECP, KKR, the Combined Group or their respective employees, officers, agents, representatives and nominees shall be under any further obligation to any such person in respect thereof.

5.9 In the case of any Scheme Shareholder or Permitted Transferee that has not encashed a cheque in respect of any Cash Consideration within six (6) months from the relevant Consideration Payment Date for such Cash Consideration, that Cash Consideration due to such persons under this Scheme may be remitted to DCC Energy (or as DCC Energy may direct) as soon as practicable after such six-month period expires, to be held by DCC Energy (or such person as DCC Energy may nominate) on trust for such persons, subject to the legal requirements of any relevant jurisdiction. DCC Energy (or such person as DCC Energy may nominate) shall, subject to the legal requirements of any relevant jurisdiction, hold such Cash Consideration due to such persons for a period of twelve (12) years from the relevant Consideration Payment Date and such persons may, subject to the legal requirements of any relevant jurisdiction, claim the Cash Consideration due to them (plus any interest accrued thereon, but net of any expenses and taxes) upon request to DCC Energy in a form which DCC Energy reasonably determines evidences their entitlement to such Cash Consideration at any time during the period of twelve (12) years from the Effective Date. Bidco undertakes that neither it nor its nominee(s) will seek, require or accept repayment of the monies so held on trust for the purposes detailed above prior to the first Business Day after the twelfth anniversary of the relevant Consideration Payment Date or otherwise with the permission of the High Court. The provisions of this Clause 5.9 shall be subject to any condition or prohibition imposed by Law.

5.10 None of DCC Energy, Bidco, ECP, KKR, the Combined Group or their respective employees, officers, agents, representatives and nominees shall be responsible for any loss or delay in the transmission of any notice, cheque or payment sent to Scheme Shareholders or Permitted Transferees, which shall be sent at the risk of the Scheme Shareholder or Permitted Transferee concerned.

5.11 The entitlement to receive the Technology Disposal Additional Consideration, and Bidco's obligation to pay or procure the payment of the Technology Disposal Additional Consideration, shall arise under the Scheme and no security, certificate or other instrument shall be issued in connection with it.

5.12 If, prior to the payment of the Technology Disposal Additional Consideration, a Permitted Transfer has occurred, Bidco shall pay any Technology Disposal Additional Consideration otherwise due to be paid to the Scheme Shareholder to or for the account of such Permitted Transferee, provided that the details of the Permitted Transferee have been notified to Bidco in writing, together with such other information or evidence as Bidco (or its agents) may require at least seven (7) days prior to the date on which the Technology Disposal Additional Consideration is due to be paid. Bidco shall be entitled to rely, without verification, on any details, information or evidence notified to Bidco or its agents in respect of a Permitted Transfer and any Permitted Transferee and, none of DCC Energy, Bidco, ECP, KKR, the Combined Group or their respective employees, officers, agents, representatives and nominees shall be responsible for any loss or delay arising in connection with Bidco so relying in good faith on such details, information and/or evidence.

5.13 The entitlement to receive the Technology Disposal Additional Consideration is a right personal to the Scheme Shareholder and such entitlement may not be transferred, in whole or in part, save in respect of a Permitted Transfer duly notified to Bidco pursuant to Clause 5.12. Any attempted transfer of the entitlement to receive the Technology Disposal Additional Consideration, in whole or in part, in contravention of this Clause 5.13 shall be of no effect and shall be disregarded by Bidco for the purposes of payment of the Technology Disposal Additional Consideration without any liability to Bidco, KKR, ECP or the Combined Group. Following any valid Permitted Transfer, the Permitted Transferee shall have the benefit of the rights to the Technology Disposal Additional Consideration accruing to the relevant Scheme Shareholder under this Scheme.

6 Determination of the Technology Disposal Additional Consideration

The determination of the Relevant Technology Disposal Amounts in accordance with the Transaction Agreement, including, in the event of a Deadlock, by the Expert, shall, in the absence of fraud or manifest error (in the case of a determination by the Expert), be final and binding on the members of the Combined Group, the Technology Disposal Committee and the DCC Energy Shareholders.

7 The Effective Date

7.1 This Scheme shall become effective when an office copy of the Court Order and a copy of the minute required by Section 86 of the Act in respect of the Reduction of Capital are delivered to, and registered by, the Registrar of Companies.

7.2 Unless the Scheme shall have become effective on or before 11:59 p.m. (London time) on the End Date, it shall not proceed and all undertakings given to the High Court in respect of the Scheme shall be deemed to have lapsed with immediate effect.

7.3 DCC Energy and Bidco have agreed (pursuant to the Transaction Agreement) that in certain circumstances the necessary actions to seek sanction of this Scheme may not be taken.

8 Modification

The DCC Energy Board (on behalf of DCC Energy) and the Bidco Board (on behalf of Bidco) may jointly consent on behalf of all persons concerned (including Scheme Shareholders and Permitted Transferees) to any modification of or addition to this Scheme or any condition which the High Court may approve or impose. For the avoidance of doubt, no modifications may be made under this Clause 8 once the Scheme has become Effective.

9 Costs

DCC Energy is authorised and permitted to pay its own costs and expenses relating and incidental to the negotiation, preparation, approval and implementation of this Scheme.

10 **Governing Law**

This Scheme shall be governed by, and construed in accordance with, the laws of Ireland and DCC Energy and the Scheme Shareholders hereby agree that the High Court shall have exclusive jurisdiction to hear and determine any suit, action or proceeding or to settle any dispute which may arise in relation thereto and the sanction thereof. The Irish Takeover Rules apply to this Scheme.

Dated: 24 August 2026.

PART VI - CONDITIONS AND FURTHER TERMS OF THE ACQUISITION AND THE SCHEME

The Acquisition and the Scheme will comply with the Irish Takeover Rules, the Act and, where relevant, the UK Listing Rules, and will be subject to the terms and conditions set out in this Scheme Document. The Acquisition and the Scheme are governed by the laws of Ireland and subject to the exclusive jurisdiction of the courts of Ireland.

Section A: Conditions to the Acquisition and the Scheme

The Acquisition and the Scheme will be subject to the following conditions:

End Date

1 The Acquisition will be conditional upon the Scheme becoming Effective by no later than 11:59 p.m. (London time) on the End Date.

Scheme Approval

2 The Scheme will be subject to the following conditions:

2.1 the approval of the Scheme Meeting Resolution by the members of each class of DCC Energy Shareholder present and voting, either in person or by proxy, at the Scheme Meeting representing, at the Voting Record Time, at least three-fourths (75%) in value of the DCC Energy Shares of that class held by such DCC Energy Shareholders present and voting;

2.2 the EGM Resolutions being duly passed by the requisite majority of DCC Energy Shareholders at the EGM;

2.3 the sanction by the High Court (with or without material modification), but subject to any such modification being acceptable to each of Bidco and DCC Energy (each acting reasonably), of the Scheme pursuant to Chapter 1 of Part 9 of the Act and the High Court having confirmed the related reduction of capital involved therein (the date on which the condition in this paragraph 2.3 is satisfied, the "**Sanction Date**"); and

2.4 delivery of a copy of the Court Order and the minute required by Section 86 of the Act in respect of the related reduction of capital to the Registrar of Companies, and the Court Order and such minute being registered by the Registrar of Companies.

3 Bidco and DCC Energy have agreed that, subject to Section B of this Part VI, the Acquisition will also be conditional upon the following matters having been satisfied or waived on or before the Sanction Date:

4 **Antitrust**

4.1 Albania

The Albanian Competition Authority having issued its approval to the consummation of the Acquisition, or Bidco having received confirmation from the Albanian Competition Authority that it has not issued and will not issue any order prohibiting or restricting the Acquisition.

4.2 Australia

The Australian Competition and Consumer Commission ("**ACCC**") having either (i) determined the Acquisition can be put into effect, and that determination has not expired or been appealed; or (ii) if such ACCC determination that the Acquisition can be put into effect is appealed prior to expiry of the prescribed period to appeal the ACCC's determination with the Australia Competition Tribunal, when this appeal is dismissed or the Australia Competition Tribunal upholds the ACCC's determination and/or makes its own determination that the Acquisition can be put into effect; or (iii) confirmed that no filing is required; or (iv) any applicable statutory waiting period having expired or been terminated.

4.3 Canada

One of the following having occurred with respect to the Acquisition: (i) the issuance of a certificate pursuant to Section 102 of the Competition Act (Canada); or (ii) the expiry, termination or waiver of the applicable waiting period under Part IX of the Competition Act (Canada).

4.4 European Union

(a) The European Commission issuing a decision under Articles 6(1)(a), 6(1)(b), 6(2), 8(1) or 8(2) of Council Regulation (EC) 139/2004 (as amended) (the "**Regulation**"), in relation to the Acquisition or any matter arising from or relating to the Acquisition (or being deemed to have taken such a decision under Article 10 of the Regulation).

(b) Each of ECP and KKR separately notifying the Acquisition to the European Commission pursuant to Regulation (EU) 2022/2560 on foreign subsidies distorting the internal market (the "**Foreign Subsidies Regulation**") and either, for both notifications: (i) the European Commission having adopted a decision at the conclusion of its preliminary review or in-depth investigation that the Acquisition does not involve foreign subsidies distorting the internal market and may be completed without conditions; or (ii) the European Commission having adopted a decision that the Acquisition involves foreign subsidies that could distort the internal market but permits the Acquisition subject to commitments or redressive measures; or (iii) the European Commission confirming in writing that the Acquisition does not fall within the scope of the Foreign Subsidies Regulation or is otherwise not subject to notification; or (iv) any applicable statutory review period under the Foreign Subsidies Regulation, including any extension thereof, having expired without the European Commission having issued a decision to prohibit the Acquisition.

4.5 Israel

One of the following having occurred: (i) an exemption from filing merger notifications having been declared to apply (by means of a no-action letter); or (ii) the Israeli Competition Authority having issued a decision to approve the Acquisition or all relevant parts of it pursuant to the Economic Competition Law 5748-1988.

4.6 Serbia

A final and binding decision (in Serbian: *pravnosnažno rešenje*) of the Commission for Protection of Competition of the Republic of Serbia approving the implementation of the Acquisition in accordance with the Law on Protection of Competition ("**Official Gazette of the Republic of Serbia**", No. 51/2009, 95/2013 and 35/2026 – other law).

4.7 Switzerland

The Swiss Competition Commission ("**ComCo**") either: (i) having cleared the Acquisition; (ii) having confirmed in writing that it does not intend to open an in-depth examination (Phase 2 proceedings) under Article 33 of the Swiss Federal Act on Cartels and Other Restraints of Competition of 6 October 1995 (the "**Swiss Cartel Act**") in relation to the Acquisition; or (iii) the one-month waiting period under Article 32(1) of the Swiss Cartel Act having expired without ComCo having notified the parties of a decision to open such an examination.

4.8 Turkey

The Turkish Competition Authority pursuant to Law No. 4054 on the Protection of Competition and the relevant Communiqués (Communiqué No. 2010/4, as amended by Communiqué No. 2017/2, Communiqué No. 2022/2 and Communiqué No. 2026/2) either (i) having issued a decision that the Acquisition does not significantly impede effective competition in any market in Turkey and may be completed without conditions; or (ii) having issued a decision approving the Acquisition subject to commitments, undertakings or conditions; or (iii) having confirmed in writing that the Acquisition is not subject to merger control in Turkey; or (iv) any applicable statutory review period, including any extensions thereof, having expired without the Turkish Competition Authority having issued a decision to prohibit the Acquisition.

4.9 United Kingdom

(a) A briefing paper is submitted to the UK Competition and Markets Authority (the "**CMA**") in respect of the Acquisition and one of the following has occurred,

(i) the CMA having indicated in writing (including in the form of an email) in a response to a briefing paper submitted by Bidco that the CMA has no further questions at this stage in relation to the Acquisition (or words to that effect); and as at the date on which all other Conditions to the Acquisition are satisfied or waived, the CMA has not:

(A) subsequently requested further information in relation to the Acquisition or submission of a merger notice;

(B) given notice to either party that it is commencing a Phase I investigation;

(C) indicated that the statutory review period in which the CMA has to decide whether to make a reference under Section 34ZA of the Enterprise Act 2002 has begun; or

(D) requested documents or attendance by witnesses under Section 109 of the Enterprise Act 2002 which may indicate that it intends to commence the aforementioned statutory review period in respect of the Acquisition; or

(b) where the CMA has commenced an investigation following the submission of a merger notice or a briefing paper:

(i) the CMA having decided not to refer the Acquisition nor any matter arising from or relating to the Acquisition to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013 (a "**Phase 2 CMA reference**"); or

(ii) if a Phase 2 CMA reference is made, the CMA either:

(A) concluding in a report published in accordance with Section 38 of the Enterprise Act 2002 that neither the Acquisition nor any matter arising from or relating to the Acquisition may be expected to result in a substantial lessening of competition within any market or markets in the UK for goods or services; or

(B) otherwise allowing the Acquisition and any matter arising from or relating to the Acquisition to proceed.

4.10 United States of America

Insofar as the Acquisition satisfies the premerger notification thresholds identified in the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), all filings having been made and all or any applicable waiting periods (including any extensions thereof or any time periods set forth in any timing agreements with the United States antitrust authorities) under the HSR Act and the rules and regulations thereunder having expired, lapsed or been terminated as appropriate in each case in respect of the Acquisition, or any matters arising from the Acquisition; and no law, injunction (whether temporary, preliminary or permanent), or legal order having been enacted, entered, promulgated or enforced by any United States federal or state court or antitrust authority of competent jurisdiction which prevents, makes illegal, prohibits, restrains or enjoins the consummation of the Acquisition.

5 **Foreign direct investment and national security**

5.1 Austria

The Austrian Federal Ministry for Economy, Energy and Tourism: (i) having granted a legally binding non-jurisdiction decision or such a decision being deemed to have been granted; (ii) having granted unconditional and legally binding clearance under the Austrian Investment Control Act (the "**ICA**"); or (iii) having granted unconditional and legally binding clearance by means of the expiry of the deadline provided by the ICA for the review of the Acquisition without the adoption of an express decision; or (iv) having granted conditional clearance under the ICA.

5.2 Belgium

The Interfederal Screening Commission (the "**ISC**"): (i) having decided that the Acquisition does not fall within the scope of the Belgian Cooperation Agreement of 30 November 2022 establishing a foreign direct investment screening mechanism (the "**Belgian Cooperation Agreement**"); (ii) having granted (or being deemed as of right, or by operation of the Belgian Cooperation Agreement, to have been granted by the ISC) unconditional clearance under the Belgian Cooperation Agreement; (iii) having granted unconditional clearance by means of the expiry of the time limits set by the Belgian Cooperation Agreement for the review of the Acquisition without the adoption of an express decision; or (iv) having granted (or being deemed as of right, or by operation of the Belgian Cooperation Agreement, to have been granted by the ISC) conditional clearance under the Belgian Cooperation Agreement.

5.3 Canada

The requisite notification having been filed and (i) the prescribed period within which the Minister responsible for the administration of the Investment Canada Act (the "**Investment Canada Act**") (the "**Canadian Minister**") may send a notice pursuant to Section 25.2(1) of the Investment Canada Act having expired without the Canadian Minister having sent such a notice; or (ii) if the Canadian Minister has sent a notice pursuant to Section 25.2(1) or made an order pursuant to Section 25.3(2) of the Investment Canada Act, then the Canadian Minister also having sent a notice under Section 25.2(4), Section 25.3(6)(b), or Section 25.3(6)(c) or the Governor in Council having made an order under Section 25.4(2) (in such case, providing notice of an order under Section 25.4(1)(b)) on the basis of undertakings, if applicable.

5.4 Denmark

The Danish Business Authority: (i) having granted unconditional clearance under the Consolidated Act No. 1256 of 27 October 2023 on Screening of Certain Foreign Direct Investments in Denmark as amended and supplemented ("**Danish FDI Law**"); (ii) having granted conditional clearance under the Danish FDI Law; or (iii) having confirmed that it does not assume jurisdiction over the Acquisition.

5.5 France

Either: (i) the necessary authorisation of the Acquisition by the French Minister for Economy pursuant to Articles L. 151-3 et seq. and/or R. 151-1 et seq. of the French Monetary and Financial Code has been obtained; or (ii) an out-of-scope decision by which the French Minister for Economy confirms that the Acquisition does not fall within the scope of Article L. 151-3 of the French Monetary and Financial Code has been obtained.

5.6 Germany

The German Federal Ministry for Economic Affairs and Energy (*Bundesministerium* für Wirtschaft und Energie – "**BMWE**"): (i) having cleared the Acquisition (*Freigabe*); or (ii) having granted a certificate of non-objection (*Unbedenklichkeitsbescheinigung*); or (iii) the applicable review periods having expired or elapsed without the BMWE having delivered a decision to either open formal review proceedings or to prohibit the Acquisition; or (iv) having confirmed that it does not assume jurisdiction over the Acquisition.

5.7 Ireland

(a) Either:

(i) the Irish Minister for Enterprise, Tourism, and Employment (the "**Irish Minister**") issues a screening decision under Section 16(1) of the Irish Screening of Third Country Transactions Act 2023 (the "**Irish FDI Act**") that (A) the Acquisition does not, or would not be likely to, affect the security or public order of Ireland, such that the Acquisition may be completed without conditions; or (B) the Acquisition affects, or would be likely to affect, the security or public order of Ireland and may be completed subject to conditions specified by the Irish Minister pursuant to Section 18(3)(a) of the Irish FDI Act; or

(ii) the Irish Minister has not made a screening decision under Section 16(1) of the Irish FDI Act within the period applicable to the Acquisition under Section 16(3) of the Irish FDI Act (subject to Section 20 of the Irish FDI Act); or

(iii) confirmation from the Irish Minister in the form of a 'letter of no jurisdiction' or similar that mandatory screening under the Irish FDI Act does not apply in respect of the Acquisition.

5.8 Luxembourg

The requisite notification having been made and the Luxembourg Minister for the Economy: (i) having notified Bidco that the Acquisition will not be subject to a screening procedure under the Luxembourg law of 14 July 2023 establishing a national screening mechanism for foreign direct investments likely to undermine security or public order, as amended (the "**Luxembourg FDI Law**"); or (ii) having authorised the Acquisition under the Luxembourg FDI Law; or (iii) having confirmed that the Acquisition does not fall within the scope of the Luxembourg FDI Law or is otherwise not subject to notification thereunder.

5.9 Slovakia

A final decision (in Slovak: *právoplatné*) on approval of the Acquisition as foreign investment issued by the Ministry of Economy of the Slovak Republic under Act No. 497/2022 Coll. on Screening of Foreign Investments, as amended.

5.10 Sweden

The requisite notification having been made and the Inspectorate of Strategic Products either: (i) having confirmed that no further action will be taken under Sw. lagen (2023:560) om *granskning av utländska direktinvesteringar* (the "**Swedish FDI Act**") in relation to the Acquisition; or (ii) having granted an approval decision under the Swedish FDI Act in respect of the Acquisition, the provisions of which allow the Acquisition to proceed.

5.11 United Kingdom

(a) The requisite notification having been made and the Secretary of State either: (i) confirming that no further action will be taken under the National Security and Investment Act (the "**NSI Act**") in relation to the Acquisition; or (ii) making a final order under the NSI Act in respect of the Acquisition, the provisions of which allow the Acquisition to proceed; or

(b) If, prior to the date on which all other Conditions are satisfied or waived, the Secretary of State issues a call-in notice within the meaning of the NSI Act in relation to the Acquisition, the Secretary of State: (i) confirming that no further action will be taken under the NSI Act in relation to the Acquisition; or (ii) making a final order under the NSI Act in respect of the Acquisition, the provisions of which allow the Acquisition to proceed.

6 **General antitrust and regulatory**

6.1 Other than in respect of or in connection with the Conditions set out in paragraphs 4, 5 and 7 of this Section A of Part VI, and to the extent material to the DCC Energy Group taken as a whole:

(a) all notifications, filings and applications in any jurisdiction which are or become necessary having been made;

(b) all applicable waiting and other time periods, including any extensions thereof, during which any Governmental Body or other Third Party could decide to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry, reference or any other step under the laws of any jurisdiction in respect of the Acquisition or the acquisition or proposed acquisition of any DCC Energy Shares, or otherwise intervene, having expired, lapsed or been terminated; and

(c) all necessary statutory or regulatory obligations in any jurisdiction having been complied with,

in each case in respect of the Acquisition including, without limitation, the proposed direct or indirect acquisition of any shares or other securities in, or control of, DCC Energy or any member of the Wider DCC Energy Group by any member of the Wider Bidco Group.

6.2 Other than in respect of or in connection with the Conditions set out in paragraphs 4, 5 and 7 of this Section A of Part VI, all material Authorisations which are necessary in any jurisdiction in respect of the Acquisition including, without limitation, the proposed direct or indirect acquisition of any shares or other securities in, or control of, DCC Energy or any member of the Wider DCC Energy Group by any member of the Wider Bidco Group having been obtained from all appropriate Third Parties or persons with whom any member of the DCC Energy Group has entered into contractual arrangements.

6.3 Other than in respect of or in connection with the Conditions set out in paragraphs 4, 5 and 7 of this Section A of Part VI, all Authorisations which are material in the context of the Wider Bidco Group or the DCC Energy Group (each as a whole) and are or become necessary to carry on the business of any member of the DCC Energy Group having been obtained and remaining in full force and effect and all filings necessary for the purpose of maintaining such Authorisations having been made and there being no notice of any intention to revoke, suspend, restrict, modify or not to renew any of the same.

6.4 Other than in respect of or in connection with the Conditions set out in paragraphs 4, 5 and 7 of this Section A of Part VI, no (i) Law; (ii) injunction, restraint or prohibition by any court of competent jurisdiction; or (iii) injunction, order, prohibition by any Governmental Body shall have been enacted or entered and shall continue to be in effect, and no Governmental Body having notified its decision publicly or to any member of the DCC Energy Group to take, institute, implement or threaten (and, in each case, not having withdrawn the same) any action, proceeding, suit, investigation, enquiry or reference, or having enacted or made any statute, regulation, order, decision or change to published practice (and, in each case, not having withdrawn the same), and there not continuing to be outstanding any such statute, regulation, order or decision, which in each case would or would reasonably be expected to (in each case to an extent or in a manner which is material in the context of, and adverse to, the Acquisition):

(a) make the Acquisition or its implementation, or the acquisition or proposed acquisition by Bidco or any member of the Wider Bidco Group of any shares or other securities in, or control or management of, DCC Energy, or any of the material assets of DCC Energy void, illegal or unenforceable or otherwise, directly or indirectly, materially restrain, revoke, prohibit, materially restrict or delay the same or impose materially additional or different conditions or obligations with respect thereto which would, individually or in the aggregate, have or reasonably be expected to have a material adverse effect on the DCC Energy Group taken as a whole;

(b) result in (i) a material delay in the ability of Bidco or any member of the Wider Bidco Group, or render Bidco or any member of the Wider Bidco Group unable, to acquire some or all of the DCC Energy Shares; or (ii) any divestiture of, or requirement to hold separate (including by establishing a trust or otherwise), or agree to restrict in any material respect, its ownership or operation of, any material portion of the business or assets of DCC Energy; or (iii) a requirement to enter into any settlement, consent decree, or undertaking (in each case being materially adverse to the DCC Energy Group taken as a whole), with respect to any material portion of the business or assets of the DCC Energy Group;

(c) impose any material limitation on or result in a material delay in the ability of Bidco or any member of the Wider Bidco Group to acquire, or to hold or to exercise effectively, directly or indirectly, all or any rights of ownership of shares, DCC Energy Shares (or the equivalent) in, or to exercise voting or management control over, DCC Energy or any material member of the DCC Energy Group or on the ability of any member of the DCC Energy Group to hold or exercise effectively, directly or indirectly, rights of ownership of shares (or the equivalent) in, or to exercise rights of voting or management control over, any material member of the DCC Energy Group;

(d) require any member of the Wider Bidco Group or any material member of the DCC Energy Group to sell, divest, hold separate, or otherwise dispose of all or any material part of their respective businesses, operations, product lines or assets or property or to prevent or materially delay any of the above;

(e) impose any material limitation on the ability of all or any material member of the DCC Energy Group to conduct their respective businesses (or any part thereof) or to own, control or manage any of their material assets or material properties (or any part thereof);

(f) require any member of the Wider Bidco Group or any member of the DCC Energy Group to acquire or offer to acquire any shares or other securities (or the equivalent) in, or any interest in any asset owned by, any member of the DCC Energy Group or owned by any third party where the cost of doing so would be material in value terms in the context of the DCC Energy Group taken as a whole;

(g) require, prevent or materially delay any divestiture, by any member of the Wider Bidco Group of any DCC Energy Shares or any other securities (or the equivalent) in DCC Energy;

(h) except where the consequences thereof would not be material (in value terms or otherwise) in the context of the DCC Energy Group taken as a whole, impose any limitation on the ability of Bidco or any member of the Wider Bidco Group to integrate or co-ordinate its business, or any part of it, with the businesses of any member of the DCC Energy Group;

(i) result in any material member of the DCC Energy Group ceasing to be able to carry on business in any jurisdiction in which it currently operates, which cessation would be material in the context of the operations of the DCC Energy Group taken as a whole;

(j) require any member of the DCC Energy Group to relinquish, terminate or amend in any material way any material contract to which any member of the DCC Energy Group or any member of the Wider Bidco Group is a party;

(k) cause any member of the DCC Energy Group to cease to be entitled to any Authorisations in any jurisdiction in which it currently operates;

(l) otherwise adversely affect the business, operations, profits, assets, liabilities, financial or trading position of any material member of the DCC Energy Group; or

(m) prohibit or prevent consummation of the Acquisition.

7 **Financial regulatory**

The CBI having notified in writing Bidco, and each other person required to seek prior approval under Regulation 60 of the European Union (Insurance and Reinsurance) Regulations, 2015 (the "**Solvency II Regulations**") to acquire a "Qualifying Holding" (as such term is defined under Solvency II Regulations) in DCC Group Insurances DAC in connection with the Acquisition (the "**Proposed Qualifying Holder(s)**"), that it does not oppose (or being deemed as having given its approval under Regulation 67(4) of the Solvency II Regulations) in respect of each Proposed Qualifying Holder that will, subject to CBI approval, indirectly acquire a qualifying holding in DCC Group Insurances DAC as a result of the Acquisition becoming Effective.

8 **Other Third Party clearances**

Other than in respect of or in connection with the Conditions set out in paragraphs 4, 5, 6 and 7 of this Section A of this Part VI the waiver (or non-exercise within any applicable time limits) by any Third Party of any termination right, right of pre-emption, first refusal or similar right (which is material in the context of the DCC Energy Group taken as a whole or in the context of the Acquisition) arising as a result of or in connection with the Acquisition including, without limitation, the proposed direct or indirect acquisition of any shares or other securities in, or control or management of, DCC Energy by Bidco or any member of the Wider Bidco Group.

9 **Anti-corruption, economic sanctions and money laundering**

Except as Disclosed, Bidco not having discovered after the date of the Announcement that:

9.1 any past or present member of the Wider DCC Energy Group, any past or present, director, officer or employee of each member of the Wider DCC Energy Group or any person that performs or has performed services for or on behalf of any such company is or has at any time while performing such services engaged in any activity, practice or conduct (or omitted to take any action) in contravention of the Irish Criminal Justice (Corruption Offences) Act 2018, the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977, as amended or, to the extent material to the DCC Energy Group taken as a whole, any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks, or any applicable anti-money laundering law;

9.2 (i) any past or present member of the Wider DCC Energy Group; (ii) any past or present director, officer or employee of each member of the Wider DCC Energy Group; or (iii) any person that performs or has performed services for or on behalf of any such company, is or has at any time whilst performing such services directly or knowingly indirectly engaged in any activity, transaction, conduct or business with, made any investments in, made any funds or assets available to or received any funds or assets from:

(a) any government, entity or individual in respect of which U.S., UK or EU persons, or persons operating in those territories, are (or were at the time of such dealings, investments, or transactions) prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by U.S., UK or EU (or any of its member states) or other applicable Laws, including the economic, financial, or trade sanctions administered by the United States Office of Foreign Assets Control, or HM Treasury; or

(b) any government, entity or individual targeted by any of the economic, financial, or trade sanctions of the United Nations, the UK or the EU (or any of their respective member states) or the United States Office of Foreign Assets Control or any other governmental or supranational body or authority in any jurisdiction or any entity or individual acting on behalf of any of the foregoing (each a "**Restricted Person**");

9.3 any member, director, officer or employee of each member of the Wider DCC Energy Group or any person that performs services for or on behalf of any such company is a Restricted Person;

9.4 a member of the Wider DCC Energy Group has engaged in a transaction which would cause any member of the Wider Bidco Group to be in breach of any law or regulation on completion of the Acquisition, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury or the Irish Department of Enterprise, Tourism and Employment, the Irish Department of Foreign Affairs and Trade, the Irish Department of Finance, the Central Bank of Ireland, the Irish courts or any government, entity or individual targeted by any of the economic sanctions of the United Nations, United States, UK or the EU or any of its member states; or

9.5 any past or present member of the Wider DCC Energy Group or any past or present director, officer or employee of each member of the Wider DCC Energy Group, or any other person for whom any such person is deemed pursuant to applicable laws to be liable:

(a) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the U.S. Anti-Terrorism Act;

(b) has engaged in conduct which would violate any relevant economic, financial or trade sanctions, including but not limited to the economic sanctions of the United States Office of Foreign Assets Controls or HM Treasury;

(c) has engaged in conduct which would violate any relevant anti-boycott law, rule, or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the U.S. Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the U.S. Department of State;

(d) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule, or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or

(e) is debarred or otherwise rendered ineligible to bid, or be awarded any contract of business under regulation 57 of the Public Contracts Regulations 2015, regulation 80 of the Utilities Contracts Regulation 2016, regulation 57 of the Irish

European Union (Award of Public Authority Contracts) Regulation 2026 or regulation 89 of the Irish European Union (Award of Contracts by Utility Undertakings) Regulations 2016 (each as amended), as a result of a breach of applicable law, for or to perform contracts for or with any government, governmental instrumentality, or international organization or found to have violated any applicable law, rule, or regulation concerning government contracting or public procurement.

10 **No criminal property**

Except as Disclosed, Bidco not having discovered that any asset of any member of the Wider DCC Energy Group constitutes criminal property as defined by Section 340(3) of the Proceeds of Crime Act 2002, (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or any member of the Wider DCC Energy Group is found to have engaged in activities constituting money laundering under the Proceeds of Crime Act 2002 or any applicable law, rule, or regulation concerning money laundering.

11 **Termination of the Transaction Agreement**

The Transaction Agreement not having been terminated as a consequence of any of the following events having occurred (such events (including those set out in the Condition in paragraph 13 below) being the events set out in the Transaction Agreement following the occurrence of which the Transaction Agreement may be terminated in accordance with its terms):

11.1 if the Acquisition is to be implemented by way of a Scheme, by either DCC Energy or Bidco, if the Scheme Meeting or the EGM have been completed and the Scheme Meeting Resolution or the EGM Resolutions, as applicable, have not been approved by the requisite majorities of DCC Energy Shareholders;

11.2 by either DCC Energy or Bidco if both (a) the Effective Time has not occurred by 11:59 p.m. (London time) on the End Date and (b) the Acquisition has lapsed or been terminated with the consent of the Irish Takeover Panel;

11.3 if the Acquisition is to be implemented by way of a Scheme, by either DCC Energy or Bidco, if the High Court declines or refuses to sanction the Scheme unless the parties to the Transaction Agreement agree within thirty (30) days of such decision that the decision of the High Court shall be appealed (it being agreed that DCC Energy shall make such an appeal if requested to do so by Bidco and the Scheme Counsel appointed in accordance with clause 3.1.2 of the Transaction Agreement advises that such an appeal has a reasonable prospect of success (for the avoidance of doubt, the provisions of clause 3.1.6 of the Transaction Agreement shall apply to such appeal));

11.4 by either DCC Energy or Bidco if:

(a) an injunction has been entered permanently restraining, enjoining or otherwise prohibiting the consummation of the Acquisition and such injunction has become final and non-appealable;

(b) such injunction results in a Condition being incapable of satisfaction by the End Date; and

(c) the invocation of such Condition is permitted by the Irish Takeover Panel, where such permission of the Irish Takeover Panel is required pursuant to the Irish Takeover Rules;

11.5 by either DCC Energy or Bidco, if Bidco has breached or failed to perform in any material respect any of its covenants or other agreements contained in the Transaction Agreement or any of its representations or warranties set out in the Transaction

Agreement having been materially inaccurate, which material breach, failure to perform or inaccuracy:

(a) would result in a failure of any Conditions;

(b) the invocation of such Condition is permitted by the Irish Takeover Panel, where such permission of the Irish Takeover Panel is required pursuant to the Irish Takeover Rules; and

(c) is not reasonably capable of being cured by the End Date or, if curable, is not cured within thirty (30) days or, if earlier, by the End Date following DCC Energy's delivery of written notice to Bidco of such breach, failure to perform or inaccuracy (which notice shall state DCC Energy's intention to terminate the Transaction Agreement and the basis for such termination);

11.6 by either DCC Energy or Bidco, if DCC Energy has breached or failed to perform in any material respect any of its covenants or other agreements contained in the Transaction Agreement or any of its representations or warranties set out in the Transaction Agreement having been materially inaccurate, which material breach, failure to perform or inaccuracy:

(a) would result in a failure of any Condition;

(b) the invocation of such Condition is permitted by the Irish Takeover Panel, where such permission of the Irish Takeover Panel is required pursuant to the Irish Takeover Rules; and

(c) is not reasonably capable of being cured by the End Date or, if curable, is not cured within thirty (30) days or, if earlier, by the End Date following Bidco's delivery of written notice to DCC Energy of such breach, failure to perform or inaccuracy (which notice shall state Bidco's intention to terminate the Transaction Agreement and the basis for such termination);

11.7 by Bidco, if a DCC Energy Change of Recommendation has occurred;

11.8 by DCC Energy upon written notice at any time following delivery of a Final Recommendation Change Notice under and in accordance with clause 5.2.6 of the Transaction Agreement; or

11.9 by mutual written consent of DCC Energy and Bidco, subject to the consent of the Irish Takeover Panel (if required).

12 **Certain matters arising as a result of any arrangement, agreement, etc.**

Except as Disclosed, there being no provision of any arrangement, agreement, licence, permit, authorisation, franchise, facility, lease or other instrument to which any member of the DCC Energy Group is a party or by or to which any such member or any of its respective assets is or may be bound, entitled or subject, which, in consequence of the Acquisition or the proposed acquisition by any member of the Bidco Group of any DCC Energy Shares or other securities (or the equivalent) in or control of DCC Energy or any member of the DCC Energy Group or because of a change in the control or management of any member of the DCC Energy Group or otherwise, would or would be reasonably expected to result in any of the following (in each case to an extent which is or would be material and adverse in value terms in the context of the Wider DCC Energy Group, or the Wider Bidco Group, in either case taken as a whole):

12.1 any monies borrowed by, or any other Indebtedness or liabilities of (actual or contingent), or any grant available to any member of the DCC Energy Group being or becoming repayable, or becoming capable of being declared repayable, immediately or earlier than their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any Indebtedness being or becoming capable of being withdrawn or inhibited;

12.2 the creation, save in the ordinary course of business, or enforcement of any mortgage, charge or other security interest wherever existing or having arisen over the whole or any material part of the business, property or assets of any member of the DCC Energy Group or any such mortgage, charge or other security interest becoming enforceable;

12.3 the rights, liabilities, obligations, interests or business of any member of the DCC Energy Group under any such arrangement, agreement, licence, permit, authorisation, franchise, facility, lease or other instrument or the rights, liabilities, obligations or interests or business of any member of the DCC Energy Group in or with any other firm or company or body or person (or any arrangement or arrangements relating to any such business or interests) being or being reasonably expected to be terminated or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken thereunder;

12.4 any material assets or interests of, or any asset the use of which is enjoyed by, any member of the DCC Energy Group being or falling to be disposed of or charged or ceasing to be available to any member of the DCC Energy Group or any right arising under which any such asset or interest would be required to be disposed of or charged or would cease to be available to any member of the DCC Energy Group otherwise than in the ordinary course of business;

12.5 any member of the DCC Energy Group ceasing to be able to carry on business in any jurisdiction in which it currently operates;

12.6 the value of, or the financial or trading position of any member of the DCC Energy Group being prejudiced or adversely affected; or

12.7 the creation or acceleration of any liability or liabilities (actual or contingent) by any member of the DCC Energy Group, other than the creation of trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Acquisition,

unless, if any such provision exists, such provision shall have been waived, modified or amended on terms reasonably satisfactory to Bidco (acting reasonably).

13 **Certain events occurring since the Last Accounts Date**

Except as Disclosed, except in respect of any actions taken pursuant to or in connection with the Technology Disposal (subject to the terms of the Transaction Agreement), and save as otherwise permitted in accordance with the terms of the Transaction Agreement, no member of the DCC Energy Group having since the Last Accounts Date:

13.1 save as between DCC Energy and wholly-owned Subsidiaries of DCC Energy or between such wholly-owned Subsidiaries, issued, granted, conferred, or awarded or agreed to issue, grant, confer or award or authorised or proposed the issue of additional shares of any class, or any rights or securities convertible into or exchangeable for shares, or rights, warrants or options to subscribe for or acquire any such shares, securities or convertible securities;

13.2 recommended, announced, declared, paid or made or proposed to recommend, announce, declare, pay or make any bonus issue, dividend or other distribution (whether in cash or otherwise), other than (a) any such bonus issue, dividend or other distribution to DCC Energy or one of its direct or indirect wholly-owned Subsidiaries, (b) the Technology Disposal Additional Consideration or (c) the payment of any dividends or distributions by a Subsidiary which is not wholly owned in the ordinary course consistent with past practice;

13.3 save for the Acquisition and transactions between DCC Energy and its wholly-owned Subsidiaries or between such wholly-owned Subsidiaries, merged with (by statutory merger or otherwise) or demerged from, or acquired any body corporate, partnership or business or acquired or disposed of, other than in the ordinary course of business, or transferred, mortgaged or charged or created any security interest over, any assets or any right, title or interest in any asset (including shares and trade investments) or authorised, proposed or announced any intention to do so in each case to an extent which is material in the context of the DCC Energy Group taken as a whole;

13.4 save for transactions or arrangements (i) between DCC Energy and its wholly-owned Subsidiaries or between such wholly-owned Subsidiaries or (ii) in the ordinary and usual course of carrying out its current banking and debt financing activities, made, authorised, proposed or announced an intention to propose any change in its loan capital (in each case to an extent which is material in the context of the DCC Energy Group taken as a whole);

13.5 issued, authorised or proposed the issue of any loan capital or debentures, or (save as between DCC Energy and its wholly-owned Subsidiaries or between such wholly-owned Subsidiaries) incurred or increased any Indebtedness or contingent liability over and above existing facilities currently available to the DCC Energy Group and/or any member of the DCC Energy Group, in any such case otherwise than in a manner which is materially consistent with the business of the DCC Energy Group being conducted in the ordinary and usual course;

13.6 entered into, varied, or announced its intention to enter into or vary, any contract, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) (otherwise than in the ordinary and usual course of business) which is of a long term, unusual or onerous nature, or magnitude which is, in any such case, material in the context of the DCC Energy Group taken as a whole or which would be materially restrictive on the business of any material member of the DCC Energy Group or the Wider Bidco Group;

13.7 except in the ordinary and usual course of business, entered into or materially improved the terms of, or made any offer (which remains open for acceptance) to enter into or materially improve the terms of, any employment contract, commitment or terms of appointment with any DCC Energy Director or any person occupying one of the Senior Management Team positions in the DCC Energy Group;

13.8 except in the ordinary and usual course of business or as provided for in Schedule 3 to the Transaction Agreement, proposed, agreed to provide or modified the terms of any of the DCC Energy Share Plans or any other share option scheme, incentive scheme, or other benefit relating to the employment or termination of employment of any employee of the DCC Energy Group, which in any such case would be material in the context of the incentive schemes operated by the DCC Energy Group;

13.9 made, agreed or consented to any significant change to the terms of the trust deeds (including the termination or partial termination of the trusts) constituting the pension schemes established for its directors, employees or their dependants or the benefits which accrue, or to the pensions which are payable, thereunder, or to the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined or to the basis on which the liabilities (including pensions) of such pension schemes are funded or made, or agreed or consented to any change to the trustees involving the appointment of a trust corporation, or causing any employee of the DCC Energy Group to cease to be a member of any pension scheme by withdrawing as a participating employer in such pension scheme, or unlawfully terminating the employment of any active member of a pension scheme, or making any employee member of the DCC Energy Group redundant, or exercising any discretion under the provisions governing such pension scheme, which in any such case would be material in the context of the pension schemes operated by the DCC Energy Group;

13.10 save as between DCC Energy and wholly-owned Subsidiaries of DCC Energy, purchased, redeemed or repaid or proposed the purchase, redemption or repayment of any of its own shares or other securities or reduced or, save in respect of the matters mentioned in sub-paragraph 13.1 above, made any other change to any part of its share capital to an extent which (other than in the case of DCC Energy) is material in the context of the DCC Energy Group taken as a whole;

13.11 waived or compromised any claim otherwise than in the ordinary and usual course of business which is material in the context of the DCC Energy Group taken as a whole;

13.12 save for voluntary solvent liquidations, taken or proposed any corporate action or had any legal proceedings instituted or threatened against it in respect of its winding-up, dissolution, examination or reorganisation or for the appointment of a receiver, examiner, administrator, administrative receiver, trustee or similar officer of all or any part of its assets or revenues, or (A) having been the subject of any analogous proceedings in any jurisdiction, or (B) appointed any analogous person in any jurisdiction (except, in each case, where the consequences thereof would not be material (in value terms or otherwise) in the context of the DCC Energy Group taken as a whole);

13.13 altered the provisions of the memorandum and articles of association of any member of the DCC Energy Group the effect of which is material in the context of the DCC Energy Group taken as a whole;

13.14 been unable, or admitted in writing that it is unable, to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally, or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its Indebtedness, or ceased or threatened to cease carrying on all or a substantial part of its business which is material in the context of the DCC Energy Group taken as a whole;

13.15 other than an action which the Irish Takeover Panel has given (or has confirmed that such action does not require) its consent for the purposes of Rules 21.1(a)(ii), 21.1(a)(iv) and 21.1(a)(v), taken (or agreed to take) any action which requires, or would require, the consent of the Irish Takeover Panel or the approval of DCC Energy Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Irish Takeover Rules; or

13.16 passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in Condition 13.

14 **No Adverse Change, Litigation, Regulatory or Similar Proceedings**

Except as Disclosed, since the Last Accounts Date:

14.1 no adverse change or deterioration having occurred in the business, assets, financial or trading position, or profits of any member of the DCC Energy Group which is material in the context of the DCC Energy Group taken as a whole (and which has not arisen wholly or in all material respects as a result of the proposed Acquisition or general changes in economic, political, regulatory or market conditions affecting the industry in which the DCC Energy Group operates generally), and no circumstances have arisen which would or might reasonably be expected to result in such material adverse change or deterioration;

14.2 no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced, implemented or instituted by or against or remaining outstanding against or in respect of any member of the DCC Energy Group or to which any member of the DCC Energy Group is or may become a party (whether as plaintiff or defendant or otherwise) which, in any such case, has had or would reasonably be expected to have a material adverse effect on the DCC Energy Group taken as a whole to an extent which is material in the context of the DCC Energy Group taken as a whole;

14.3 no contingent or other liability having arisen or being reasonably expected to arise or having become apparent to Bidco or having increased, which is or would reasonably be expected to adversely affect the business, assets, financial or trading position or profits of any member of the DCC Energy Group taken as a whole to an extent which is material in the context of the DCC Energy Group taken as a whole;

14.4 no steps having been taken and no omissions having been made which are likely to result in the withdrawal, cancellation, termination or modification of any material licence, consent, permit or authorisation held by any member of the DCC Energy Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which is material and which have affected, or are likely to adversely affect, the DCC Energy Group taken as a whole;

14.5 no member of the DCC Energy Group having conducted its business in breach of applicable laws or regulations in a manner which is material in the context of the DCC Energy Group taken as a whole; and

14.6 no Governmental Body has proposed, enacted or made any statute, instrument, regulation or rule or given any ruling or judgment which would materially adversely affect the business, operations, assets, financial or trading position or profits of the DCC Energy Group.

15 **No discovery of certain matters**

Except as Disclosed, Bidco not having discovered that any financial, business or other information concerning the DCC Energy Group, that is material in the context of the DCC Energy Group taken as a whole and has been disclosed publicly, is misleading or contains any misrepresentation of fact or omits to state a fact necessary to make that information not misleading and, in each case, such disclosure would be reasonably likely to materially adversely affect the DCC Energy Group taken as a whole.

16 **Environmental liabilities**

Except as Disclosed, Bidco not having discovered that:

16.1 any past or present member of the DCC Energy Group has failed to comply in any material respect with any applicable legislation or regulation of any jurisdiction relating to the use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair the environment (including property) or harm human health or otherwise relating to environmental matters or the health and safety of humans, which non-compliance would be likely to give rise to any material liability on the part of any member of the DCC Energy Group and which is material in the context of the DCC Energy Group taken as a whole; and

16.2 there is, or is likely to be any material liability of or requirement including circumstances which would be reasonably likely to lead to any Governmental Body instituting an environmental audit which would be likely to result in such a material liability on any past or present member of the DCC Energy Group to make good, remediate, repair, reinstate or clean up any property or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any such past or present member of the DCC Energy Group (or on its behalf) or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, regulation, notice, circular or order of any Governmental Body and which is material in the context of the DCC Energy Group taken as a whole.

17 **No Change in Indebtedness; No Default**

The aggregate outstanding Indebtedness of DCC Energy and its wholly-owned Subsidiaries is not greater than the total amount available to the DCC Energy Group under its existing available facilities.

Save as Disclosed, no member of the DCC Energy Group being in default under the terms or conditions of any facility or agreement or arrangement for the provision of loans, credit or drawdown facilities, or of any security, surety or guarantee in respect of any facility or agreement or arrangement for the provision of loans, credit or drawdown facilities to any member of the DCC Energy Group (save where such default is not or would not be material (in value terms or otherwise) in the context of the DCC Energy Group taken as a whole).

18 **Share Plans**

No options have been granted and remain unexercised under the DCC Energy Share Plans other than those Disclosed.

Section B: Waiver and Invocation of the Conditions

1 Subject to the requirements of the Irish Takeover Panel in accordance with the Irish Takeover Rules:

a) Bidco reserves the right in its sole discretion (but shall be under no obligation) to waive (to the extent permitted by applicable Law), in whole or in part, all or any of the Conditions in paragraphs 4 to 18 (inclusive) of Section A of this Part VI (with the exception of Condition 11.5); and

b) DCC Energy reserves the right (but shall be under no obligation) to waive, in whole or in part, the Condition in paragraph 11.5 of Section A of this Part VI.

2 Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

3 The invocation of any Condition set out in paragraphs 4 to 18 (inclusive) of Section A of this Part VI is subject to the Irish Takeover Rules and the consent of the Irish Takeover Panel.

Section C: Implementation by way of Takeover Offer

1 Bidco reserves the right, subject to the prior written approval of the Irish Takeover Panel, to effect the Acquisition by way of a Takeover Offer in the circumstances described in and subject to the terms of clause 3.6 of the Transaction Agreement. Without limiting clause 3.6 of the Transaction Agreement, in such event, such Takeover Offer will be implemented on terms and conditions that are at least as favourable to the DCC Energy Shareholders (except for an acceptance condition set at 80% of the nominal value of the DCC Energy Shares to which such Takeover Offer relates and which are not already in the beneficial ownership of Bidco so far as applicable, which may be waived down to a minimum percentage permitted by Rule 10.1 of the Irish Takeover Rules) as those which would apply in relation to this Scheme.

2 If, in the future, Bidco exercises its right to effect the Acquisition by way of a Takeover Offer and determines to extend the Takeover Offer into the U.S., such Takeover Offer would be made in compliance with applicable U.S. laws and regulations, including to the extent applicable the relevant rules under Section 14(e) of the U.S. Exchange Act and Regulation 14E thereunder and in accordance with the Irish Takeover Rules. Such a takeover would be made in the United States by Bidco and no one else.

3 In accordance with, and to the extent permitted by, the Irish Takeover Rules and normal Irish and UK market practice, and pursuant to Rule 14e-5(b) of the U.S. Exchange Act, members of the Wider Bidco Group, its nominees or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of DCC Energy outside of the U.S., other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes effective, lapses or is otherwise withdrawn. These

purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices and in compliance with applicable law, including the U.S. Exchange Act. Any information about such purchases or arrangements to purchase will be disclosed as required by the Irish Takeover Rules and will be reported to a Regulatory Information Service. Such information will be available on the London Stock Exchange's website at www.londonstockexchange.com.

Section D: Certain further terms of the Acquisition

1 The Acquisition and the Scheme will comply with the Irish Takeover Rules, the Act and, where relevant, the UK Listing Rules and will be subject to the terms and conditions set out in this Scheme Document.

2 If Bidco is required to make an offer for DCC Energy Shares under the provisions of Rule 9 of the Irish Takeover Rules, Bidco may make such alterations to any of the conditions set out in Section A of this Part VI as are necessary to comply with the provisions of that Rule 9 of the Irish Takeover Rules.

3 As required by Rule 12(b)(i) of the Irish Takeover Rules, to the extent that the Acquisition would give rise to a concentration with a community dimension within the scope of the EU Merger Regulation, the Scheme shall, except as otherwise approved by the Irish Takeover Panel, lapse if the European Commission initiates proceedings in respect of that concentration under Article 6(1)(c) of the EU Merger Regulation or refers the concentration to a competent authority of an EEA member state under Article 9(1) of the EU Merger Regulation prior to the date of the Scheme Meeting.

4 Bidco reserves the right for one or more of its Subsidiaries or another company directly or indirectly wholly owned by the Consortium from time to time to implement the Acquisition with the prior written approval of the Irish Takeover Panel.

5 Any references in the Conditions to a Condition being "satisfied" upon receipt of any order, clearance, approval or consent from a Governmental Body shall be construed as meaning that the foregoing have been obtained, or where appropriate, made, terminated or expired in accordance with the relevant Condition.

6 The availability of the Acquisition to persons not resident in Ireland or the United Kingdom may be affected by the laws of the relevant jurisdiction. Any persons who are subject to the laws of, or are otherwise resident in, any jurisdiction other than Ireland or the United Kingdom should inform themselves about and observe any applicable requirements. Further information in relation to Overseas Shareholders will be contained in this Scheme Document.

7 If on, or after, the date of this Scheme Document and prior to the Effective Time, any dividend and/or other distribution and/or other return of capital is announced, declared, made or paid or becomes payable in respect of the DCC Energy Shares, Bidco reserves the right to reduce the Base Consideration by an amount per DCC Energy Share up to the amount of such dividend and/or distribution and/or return of capital, in which case any reference in the Announcement or this Scheme Document to the Base Consideration will be deemed to be a reference to the Base Consideration as so reduced. Any exercise by Bidco of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Acquisition.

8 References to Base Consideration shall be to (a) 6,525 pence per DCC Energy Share, or (b) such greater amount as may be notified in writing by Bidco to DCC Energy pursuant to clause 5.2.6 of the Transaction Agreement or otherwise, provided that in the case of (b) both Bidco and DCC Energy shall make such applications to, and seek such directions from, the High Court as are necessary to amend the terms of the Scheme and in such event references to Base Consideration used herein shall be deemed to be references to such greater amount.

9 The Acquisition is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, email or other

electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any jurisdiction where to do so would violate the laws of that jurisdiction.

10 This Scheme Document, the Rule 2.7 Announcement and any rights or liabilities arising hereunder, the Acquisition and the Scheme will be governed by Irish law and be subject to the jurisdiction of the Irish courts.

11 This Scheme Document and the Rule 2.7 Announcement do not constitute, or form part of, an offer or invitation to purchase DCC Energy Shares or any other securities.

PART VII – FINANCIAL AND OTHER INFORMATION

(A) FINANCIAL AND OTHER INFORMATION RELATING TO DCC ENERGY

1. Information relating to DCC Energy

DCC Energy is a leader in multi-energy sales and distribution in Europe and the U.S. The DCC Energy Group serves millions of customers across the commercial and industrial, public and domestic sectors. DCC Energy delivers mainly off-grid energy solutions, led by liquid gas, and operates service stations and fleet services. The DCC Energy Group supplies the secure, cleaner and competitive energy that customers need, supporting industrial processes, heating homes, and keeping transport moving. DCC Energy does this while supporting customers through the transition with the energy and services they need next.

DCC Energy is a public limited company incorporated in Ireland. DCC Energy Shares are listed on the Official List and admitted to trading on the Main Market of the London Stock Exchange (LSE: DCC). DCC Energy is a constituent of the FTSE 100. In its financial year ended 31 March 2026, DCC Energy generated revenues of £15.4 billion and adjusted operating profit of £634.0 million. DCC Energy has an excellent record, delivering compound annual growth of 14% in adjusted operating profit and unbroken dividend growth of 13% while maintaining high returns on capital employed over 32 years as a public company.

2. Incorporation by reference

The following sets out the financial information in respect of DCC Energy as required by Rule 24.3(c) of the Irish Takeover Rules. The documents referred to below (or parts thereof), the contents of which have previously been announced through a Regulatory Information Service, are incorporated by reference into this Scheme Document pursuant to Rule 24.15 of the Irish Takeover Rules.

3. Cross-reference list

The following list sets out specific items of information which have been incorporated by reference into this Part VII (*Financial and Other Information*). All DCC Energy information that has been incorporated by reference into this Scheme Document is available by clicking on https://www.dccenergy.com/offer-for-dccenergy:

Document	**Link**
2026 Annual Report	https://www.dccenergy.ie/investors/annual-reports/annual-and-sustainability-reports
2025 Annual Report	https://www.dccenergy.ie/investors/annual-reports/annual-and-sustainability-reports
AGM Trading Statement	https://www.dccenergy.com/~/media/Files/D/Dcc-Corp-v3/documents/results-and-presentations/2026/agm-trading-statement-16-july-2026.pdf

Save as set out above, neither the content of DCC Energy's website, nor the content of any website accessible from hyperlinks on DCC Energy's website, is incorporated into, or forms part of, this Scheme Document.

4. Requesting hard copies of information incorporated by reference

Any DCC Energy Shareholder may request a copy of information incorporated by reference into this Scheme Document in hard copy form by submitting a request in writing to Company Secretary, DCC Energy plc, Leopardstown Road, Foxrock, Dublin 18, Ireland or by email to companysecretary@dcc.ie or by calling telephone number +353 (1) 279 9400 between 9:00 a.m. and 5:00 p.m., Monday to Friday (excluding Irish public holidays). Any written requests must include the identity of the DCC Energy

Shareholder and hard copy documents will be posted to the address of the DCC Energy Shareholder provided in the written request.

A hard copy of information incorporated by reference into this Scheme Document will not be sent to DCC Energy Shareholders unless they submit a request in accordance with the immediately preceding paragraph.

(B) FINANCIAL AND OTHER INFORMATION RELATING TO BIDCO

Financial Information related to Bidco

Bidco is a private company limited by shares that is indirectly wholly owned by: (i) funds and investment vehicles advised by ECP and its affiliates; and (ii) funds and investment vehicles advised by KKR and its affiliates.

As Bidco was incorporated on 20 May 2026, no financial information is available or has been published in respect of it. Bidco has no material assets or liabilities, in each case other than those described in this Scheme Document in connection with the Acquisition and the financing of the Acquisition.

Following the Scheme becoming Effective, the earnings, assets and liabilities of Bidco will include the consolidated earnings, assets and liabilities of the DCC Energy Group on the Effective Date.

Energy Capital Partners Management, LP does not publish audited accounts or financial statements, and Kohlberg Kravis Roberts & Co. L.P. does not publish standalone audited accounts or financial statements.

PART VIII - ADDITIONAL INFORMATION

1. Responsibility

1.1 The DCC Energy Directors (whose names are set out in paragraph 2.1 of this Part VIII) accept responsibility for the information contained in this Scheme Document, other than information relating to Bidco, the Bidco Group, funds and investment vehicles advised by Kohlberg Kravis Roberts & Co. L.P. and its affiliates, KKR, the KKR Group, funds and investment vehicles advised by Energy Capital Partners Management, LP and its affiliates, ECP, the ECP Group, the Consortium, the Bidco Directors, the KKR Responsible Persons, the ECP Responsible Persons and members of their immediate families, related trusts and persons connected with them for which the Bidco Directors, the KKR Responsible Persons and the ECP Responsible Persons accept responsibility. To the best of the knowledge and belief of the DCC Energy Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Scheme Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

1.2 The Bidco Directors (whose names are set out in paragraph 2.2 of this Part VIII) accept responsibility for the information contained in this Scheme Document relating to Bidco, the Consortium (other than the information relating to the Consortium for which the KKR Responsible Persons or the ECP Responsible Persons accept responsibility), the Bidco Group, the Bidco Directors and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the Bidco Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Scheme Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

1.3 The KKR Responsible Persons (whose names are set out in paragraph 2.3 of this Part VIII) accept responsibility for the information contained in this Scheme Document relating to Bidco, the Bidco Group, funds and investment vehicles advised by Kohlberg Kravis Roberts & Co. L.P. and its affiliates, KKR, the KKR Group, the KKR Responsible Persons and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the KKR Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this Scheme Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

1.4 The ECP Responsible Persons (whose names are set out in paragraph 2.4 of this Part VIII) accept responsibility for the information contained in this Scheme Document relating to Bidco, the Bidco Group, funds and investment vehicles advised by Energy Capital Partners Management, LP and its affiliates, ECP, the ECP Group, the ECP Responsible Persons and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the ECP Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this Scheme Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors / Responsible Persons

2.1 DCC Energy

DCC Energy is a public limited company incorporated under the laws of Ireland with registered number 54858.

The names of the directors of DCC Energy and their respective functions are as follows:

Name	**Position**
Mark Breuer	Non-Executive Chair
Donal Murphy	Chief Executive

Name	Position
Kevin Lucey	Chief Operating Officer
Conor Murphy	Chief Financial Officer
Caroline Dowling	Senior Independent Non-Executive Director
Lily Liu	Independent Non-Executive Director
Alan Ralph	Independent Non-Executive Director
Katrina Cliffe	Independent Non-Executive Director
Steven Holland	Independent Non-Executive Director

The business address of each of the directors of DCC Energy is c/o Leopardstown Road, Foxrock, Dublin 18, Ireland, which is also the registered office and principal place of business of DCC Energy.

2.2 Bidco

Bidco is a private company limited by shares incorporated in Ireland with registered number 816049.

The names of the Bidco Directors and their respective functions are as follows:

Name	Position
Ryan Miller	Director
Rafael Romeo Guillen	Director
Rahman D'Argenio	Director
Francesco Ciabatti	Director

The business address of each of the directors of Bidco is c/o 32 Molesworth Street, Dublin, D02 Y512, Ireland, which is also the registered office and principal place of business of Bidco.

2.3 KKR L.P.

Kohlberg Kravis Roberts & Co. L.P. is a limited partnership formed under the laws of the state of Delaware.

The names of the KKR Responsible Persons and their respective functions are as follows:

Name	Position
Joseph Bae	Co-Chief Executive Officer
Raj Agrawal	Partner, Global Head of Real Assets
Brandon Freiman	Partner, Head of North American Infrastructure
Dash Lane	Partner, Infrastructure
Waldemar Szlezak	Partner, Global Head of Digital Infrastructure
Tara Davies	Partner, Co-Head of KKR EMEA and Co-Head of European Infrastructure
Vincent Policard	Partner, Co-Head of European Infrastructure
David Luboff	Partner, Co-Head of KKR Asia Pacific, and Head of Asia Pacific Infrastructure
Alberto Signori	Partner, Infrastructure
James Gordon	Partner, Infrastructure

The registered address of KKR L.P. is c/o Maples Fiduciary Services (Delaware) Inc., 4001 Kennett Pike, Suite 302 Wilmington, New Castle County, Delaware 19807. The principal place of business of KKR is 30 Hudson Yards, Suite 7500, New York, New York 10001, USA.

The business address of Joseph Bae, Raj Agrawal, Brandon Freiman and Waldemar Szlezak is 30 Hudson Yards, Suite 7500, New York, New York 10001, USA.

The business address of Dash Lane is 600 Travis Street, Suite 7200, Houston, Texas 77002, USA.

The business address of Tara Davies, Vincent Policard, Alberto Signori and James Gordon is 18 Hanover Square, London, W1S 1JY, United Kingdom.

The business address of David Luboff is Level 39, Gateway Building, 1 Macquarie Place, Sydney, NSW 2000, Australia.

2.4 ECPM

Energy Capital Partners Management, LP is a limited partnership formed under the laws of the state of Delaware.

The names of the ECP Responsible Persons and their respective functions are as follows:

Name	**Position**
Doug Kimmelman	Executive Chairman/Founder
Pete Labbat	Group Managing Partner & Vice Chairman
Tyler Reeder	President & Chief Investment Officer
Andrew Gilbert	Partner
Rahman D'Argenio	Partner
Schuyler Coppedge	Partner
Matt DeNichilo	Partner

The business address of each of the ECP Responsible Persons is 40 Beechwood Road, Summit, New Jersey 07901, United States which is also the principal office and principal place of business of ECPM.

3. Shareholders in DCC Energy

So far as DCC Energy is aware, the following shareholders held 3% or more of the share capital of DCC Energy on the Latest Practicable Date:

Holder	**Number of DCC Energy Shares**	**% of DCC Energy Shares in Issue (excluding Treasury Shares)**
FIL Limited & FMR LLC	9,376,556	10.97
Blackrock Inc.	5,261,014	6.15
Societe Generale SA	5,035,223	5.89
Vanguard Group Inc.	4,988,752	5.84
UBS Asset Management	2,927,454	3.43
Jim Flavin	2,750,000	3.22

4. Disclosure of interests and dealings in shares

4.1 For the purposes of this paragraph 4 of this Part VIII:

4.1.1 a person and each of its affiliated persons are deemed to be acting in concert, all with each other, and furthermore two or more persons are deemed to be acting in concert if they co-operate on the basis of an agreement, either express or tacit, either oral or written, aimed at:

(a) either:

(i) the acquisition by any one or more of them of securities in the relevant company concerned; or

(ii) the doing, or the procuring of the doing, of any act that will or may result in an increase in the proportion of securities in the relevant company concerned held by any one or more of them; or

(b) either:

(i) acquiring control of the relevant company concerned; or

(ii) frustrating the successful outcome of an offer made for the purpose of the acquisition of control of the relevant company concerned;

and '**acting in concert**' shall be construed accordingly;

4.1.2 '**affiliated person**' in relation to another person (the '**Parent**'), means any undertaking in respect of which the Parent:

(a) has a majority of the shareholders' or members' voting rights; or

(b) is a shareholder or member and at the same time has the right to appoint or remove a majority of the members of its board of directors; or

(c) is a shareholder or member and alone controls a majority of the shareholders' or members' voting rights pursuant to an agreement entered into with other shareholders or members;

and for the purposes of this definition the rights of a Parent as regards voting, appointment or removal shall include the rights of any other person which is an affiliated person of the Parent and the rights of any person acting in that person's own name;

4.1.3 '**arrangement**' includes any indemnity or option arrangement and any agreement or understanding, formal or informal, of whatever nature, between two or more persons relating to relevant securities which is or may be an inducement to one or more of such persons to deal or refrain from dealing in such securities;

4.1.4 '**connected fund manager**' means a fund manager controlled by, controlling or under the same control as DCC Energy or (as the case may be) Bidco, ECPM or KKR L.P. or any bank or any financial or other professional advisor (including a stockbroker) which is acting in relation to the Acquisition for that company (excluding a bank which is only providing normal commercial banking services or activities such as confirming that cash is available, handling acceptances and other registration work);

4.1.5 '**control**' means the holding, whether directly or indirectly, of securities in a company that confer in aggregate not less than 30% of the voting rights in that company;

4.1.6 '**derivative**' includes any financial product whose value, in whole or in part, is determined directly or indirectly by reference to the price of an underlying security;

4.1.7 '**disclosure date**' means the Latest Practicable Date;

4.1.8 '**disclosure period**' means the period commencing on 29 April 2025 (being the date twelve (12) months before the commencement of the Offer Period) and ending on the disclosure date;

4.1.9 '**exempt fund manager**' means a discretionary fund manager which has been recognized by the Irish Takeover Panel as an exempt fund manager for the purposes of the Irish Takeover Rules, has been notified in writing of that fact by the Irish Takeover Panel and has not been notified by the Irish Takeover Panel of the withdrawal of such recognition;

4.1.10 '**exempt principal trader**' means a principal trader which is recognized by the Irish Takeover Panel as an exempt principal trader for the purposes of the Irish Takeover Rules, has been notified in writing of that fact by the Irish Takeover Panel and has not been notified by the Irish Takeover Panel of the withdrawal of such recognition;

4.1.11 for the purpose of determining whether a person has an '**interest in a relevant security**' or is '**interested in a relevant security**':

(a) that person shall be deemed to have an '**interest**,' or to be **'interested**,' in a relevant security if and only if he or she has a long position in that security; and

(b) a person who has only a short position in a relevant security shall be deemed not to have an interest, nor to be interested, in that security;

4.1.12 '**long position**' and '**short position**':

(a) a person shall be deemed to have a long position in a relevant security for the purposes of paragraph 4.1.11 if he or she directly or indirectly:

(i) owns that security; or

(ii) has the right or option to acquire that security or to call for its delivery; or

(iii) is under an obligation to take delivery of that security; or

(iv) has the right to exercise or control the exercise of the voting rights (if any) attaching to that security;

or to the extent that none of sub-paragraphs (i) to (iv) above applies to that person, if he or she:

(v) will be economically advantaged if the price of that security increases; or

(vi) will be economically disadvantaged if the price of that security decreases,

irrespective of:

(A) how any such ownership, right, option, obligation, advantage or disadvantage arises and including, for the avoidance of doubt and without limitation, where it arises by virtue of an agreement to purchase, option or derivative; and

(B) whether any such ownership, right, option, obligation, advantage or disadvantage is absolute or conditional and, where applicable, whether it is in the money or otherwise, provided that a person who has received an irrevocable commitment to accept an offer (or to procure that another person accept an offer) shall not, by virtue only of sub-paragraph (ii) or (iii) above, be treated as having an interest in the relevant securities that are the subject of the irrevocable commitment;

(b) a person shall be deemed to have a short position in a relevant security for the purposes of paragraph 4.1.11 if he or she directly or indirectly:

(i) has the right or option to dispose of that security or to put it to another person; or

(ii) is under an obligation to deliver that security to another person; or

(iii) is under an obligation either to permit another person to exercise the voting rights (if any) attaching to that security or to procure that such voting rights are exercised in accordance with the directions of another person,

or, to the extent that none of sub-paragraphs (i) to (iii) above apply to that person, if he or she:

(iv) will be economically advantaged if the price of that security decreases; or

(v) will be economically disadvantaged if the price of that security increases,

irrespective of:

(A) how any such right, option, obligation, advantage or disadvantage arises and including, for the avoidance of doubt and without limitation, where it arises by virtue of an agreement to sell, option or derivative; and

(B) whether any such right, option, obligation, advantage or disadvantage is absolute or conditional and, where applicable, whether it is in the money or otherwise;

4.1.13 ‘**relevant DCC Energy securities**’ in relation to DCC Energy shall have the meaning assigned by Rule 2.1 of Part A of the Irish Takeover Rules, meaning:

(a) securities of DCC Energy which are the subject of the Scheme or which confer voting rights;

(b) equity share capital of DCC Energy; and

(c) securities or any other instruments of DCC Energy, conferring on their holders rights to convert into, or to subscribe for, any new securities of the foregoing categories;

4.1.14 ‘**relevant Bidco securities**’ means:

(a) equity share capital of Bidco; and

(b) securities or any other instruments of Bidco conferring on their holders rights to convert into or to subscribe for any securities of the foregoing category; and

4.1.15 ‘**relevant securities**’ means relevant DCC Energy securities or relevant Bidco securities, as appropriate, and relevant security shall be construed appropriately.

4.2 Interests and short positions in relevant DCC Energy securities:

4.2.1 **Disclosures by Bidco and persons acting in concert with Bidco**

(a) As at the close of business on the disclosure date, none of (i) Bidco, ECPM, or KKR L.P.; (ii) any member of the Wider Bidco Group; or (iii) any associated company of Bidco, ECPM or KKR L.P. was interested, or held any short positions, in any relevant DCC Energy securities.

(b) As at the close of business on the disclosure date, none of the Bidco Directors, the ECP Responsible Persons or the KKR Responsible Persons (including persons connected with them (within the meaning of the Act)) was interested, or held any short positions, in any relevant DCC Energy securities.

(c) As at the close of business on the disclosure date, no trustee of any pension scheme (other than an industry-wide scheme) in which (i) Bidco, ECPM, or KKR L.P.; or (ii) any member of the Wider Bidco Group participates was interested, or held any short positions, in any relevant DCC Energy securities.

(d) As at the close of business on the disclosure date, no connected fund manager of any of: (i) Bidco, ECPM, or KKR L.P.; or (ii) any member of the Wider Bidco Group, (including an exempt fund manager) nor any persons controlling, controlled by or under the same control as such fund manager with any other person (including a collective investment scheme) where such fund manager manages investments on a discretionary basis on behalf of such other person, in respect of the relevant investment accounts, was interested, or held any short positions, in any relevant DCC Energy securities.

(e) As at the close of business on the disclosure date, save as disclosed below, neither Morgan Stanley & Co. International plc (financial advisor to Bidco and the Consortium) nor any person controlling, controlled by, or under the same control as Morgan Stanley & Co. International plc, was interested, or held any short positions, in any relevant DCC Energy securities other than as an exempt principal trader or an exempt fund manager:

Name	**Number of DCC Energy Shares**
Calvert Research and Management*	13,221

*Entity is a group company of Morgan Stanley

(f) As at the close of business on the disclosure date, save as disclosed below, neither Goldman Sachs International (financial advisor to Bidco and the Consortium) nor any person controlling, controlled by, or under the same control as Goldman Sachs International, was interested, or held any short positions, in any relevant DCC Energy securities other than as an exempt principal trader or an exempt fund manager:

Name	**Number of DCC Energy Shares**
Folio Investments Inc*	10**

*Entity under the same control as Goldman Sachs

**Folio Investments Inc holds 20 ADR securities, equivalent to 10 DCC Energy Shares.

(g) As at the close of business on the disclosure date, neither Barclays Bank plc (financial advisor to Bidco and the Consortium) nor any person controlling, controlled by, or under the same control as Barclays Bank plc, was interested, or held any short positions, in any relevant DCC Energy securities.

(h) As at the close of business on the disclosure date, neither BNP Paribas (financial advisor to Bidco and the Consortium) nor any person controlling, controlled by, or under the same control as BNP Paribas, was interested, or held any short positions, in any relevant DCC Energy securities other than as an exempt principal trader or an exempt fund manager.

(i) As at the close of business on the disclosure date, neither FGS Global (public relations advisor to Bidco and the Consortium) nor any person controlling, controlled by, or under the same control as FGS Global, was interested, or held any short positions, in any relevant DCC Energy securities.

(j) As at the close of business on the disclosure date, no partner or member of the professional staff of Matheson LLP (Irish legal advisor to ECP and Bidco) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of ECP or Bidco or who has been engaged in those affairs since 29 April 2024 was interested, or held any short positions, in any relevant DCC Energy securities.

(k) As at the close of business on the disclosure date, no partner or member of the professional staff of Latham & Watkins (London) LLP (English legal advisor to ECP and Bidco) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of ECP or Bidco or who has been engaged in those affairs since 29 April 2024, was interested, or held any short positions, in any relevant DCC Energy securities.

(l) As at the close of business on the disclosure date, no partner or member of the professional staff of Gibson, Dunn & Crutcher UK LLP (English legal advisor to KKR and Bidco) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of KKR or Bidco or who has been engaged in those affairs since 29 April 2024, was interested, or held any short positions, in any relevant DCC Energy securities.

(m) As at the close of business on the disclosure date, no partner or member of the professional staff of Arthur Cox LLP (Irish legal advisor to KKR) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of KKR or who has been engaged in those affairs since 29 April 2024 was interested, or held any short positions, in any relevant DCC Energy securities.

(n) As at the close of business on the disclosure date, no partner or member of the professional staff of Kirkland & Ellis International LLP (English legal advisor to Bidco and the Consortium) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of Bidco or the Consortium or who has been engaged in those affairs since 29 April 2024 was interested, or held any short positions, in any relevant DCC Energy securities.

(o) As at the close of business on the disclosure date, no partner or member of the professional staff of Baker & McKenzie LLP (English legal advisor to Bidco and the Consortium) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of Bidco or the Consortium or who has been engaged in those affairs since 29 April 2024 was interested, or held any short positions, in any relevant DCC Energy securities.

(p) As at the close of business on the disclosure date, no partner or member of the professional staff of PricewaterhouseCoopers LLP (tax advisor to Bidco and the Consortium) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of Bidco or the Consortium or who has been engaged in those affairs since 29 April 2024 was interested, or held any short positions, in any relevant DCC Energy securities.

(q) Save as disclosed in this paragraph 4.2, as at the close of business on the disclosure date, no other person acting in concert (including deemed to be acting in concert) with Bidco, ECPM or KKR L.P. was interested, or held any short positions, in any relevant DCC Energy securities.

(r) Save as disclosed in this paragraph 4.2, as of the close of business on the disclosure date, no person with whom Bidco, KKR or ECP, or any person acting in concert with Bidco, ECPM or KKR L.P. has any arrangement was interested, or held any short positions, in any relevant DCC Energy securities.

4.2.2 **Disclosures by DCC Energy and persons acting in concert with DCC Energy**

(a) As at the close of business on the disclosure date, the directors of DCC Energy (including persons connected with them (within the meaning of the Act)) were interested in the following relevant DCC Energy securities:

DCC Energy Shares

Name	**Number of DCC Energy Shares beneficially owned and controlled**	**Number of DCC Energy Shares beneficially owned and held under the DCC Energy DBA**	**Amount held subject to a commitment to convert into DCC Energy Shares held under the DCC Energy DBA**
Donal Murphy	175,685	11,036	€242,086
Kevin Lucey	21,530	5,761	€139,638
Conor Murphy	33,435	0	€67,516
Mark Breuer	5,697	N/A	N/A
Katrina Cliffe	1,097	N/A	N/A
Caroline Dowling	800	N/A	N/A
Alan Ralph	1,500	N/A	N/A
Lily Liu	N/A	N/A	N/A
Steven Holland	N/A	N/A	N/A

Note: As explained in paragraph 9 of Part III (Explanatory Statement (in compliance with Section 452 of the Act)) of this Scheme Document, a portion of the DCC Energy Shares beneficially owned and held under the DCC Energy DBA, as noted in the table above (those which relate to the annual bonus paid to Donal Murphy and Kevin Lucey in respect of the financial year ended 31 March 2023, being 2,790 DCC Energy Shares for Donal Murphy and 1,252 DCC Energy Shares for Kevin Lucey) satisfied their 3-year holding condition on 31 March 2026, and will be released to such executive directors in the next practicable open period.

To the extent that any bonuses are payable to any executive director in respect of any DCC Energy financial year which completes prior to the Effective Date, 33% of such bonus (after tax and social security deductions) will be deferred into DCC Energy Shares that are beneficially owned and held under the DCC Energy DBA.

DCC Energy Share Awards under DCC Energy Share Plans

Name	**Date of Grant/Award**	**Number**	**Vesting Date**	**Exercise Price**
Kevin Lucey	12 November 2020	8,466	12 November 2025	€0.25
Kevin Lucey	11 November 2021	7,107	11 November 2024	€0.25
Kevin Lucey	10 November 2022	10,998	10 November 2025	€0.25
Kevin Lucey	16 November 2023	18,524	16 November 2026	€0.25
Kevin Lucey	14 November 2024	19,902	14 November 2027	€0.25
Kevin Lucey	13 November 2025	26,045	13 November 2028	€0.25
Donal Murphy	14 November 2019	13,786	14 November 2024	€0.25
Donal Murphy	12 November 2020	18,433	12 November 2025	€0.25

Name	Date of Grant/Award	Number	Vesting Date	Exercise Price
Donal Murphy	11 November 2021	13,283	11 November 2024	€0.25
Donal Murphy	10 November 2022	19,603	10 November 2025	€0.25
Donal Murphy	16 November 2023	31,501	16 November 2026	€0.25
Donal Murphy	14 November 2024	37,606	14 November 2027	€0.25
Donal Murphy	13 November 2025	46,625	13 November 2028	€0.25
Conor Murphy	12 November 2020	5,362	12 November 2025	€0.25
Conor Murphy	10 November 2022	6,034	10 November 2025	€0.25
Conor Murphy	16 November 2023	9,791	16 November 2026	€0.25
Conor Murphy	14 November 2024	9,621	14 November 2027	€0.25
Conor Murphy	13 November 2025	19,141	13 November 2028	€0.25

Note: In addition to the awards set out above, as explained in paragraph 9 of Part III (Explanatory Statement (in compliance with Section 452 of the Act)) of this Scheme Document, subject to formal determination by the DCC Energy Remuneration Committee and to the assumptions set out in paragraph 9 of Part III (Explanatory Statement (in compliance with Section 452 of the Act)) of this Scheme Document, DCC Energy expects that after the date of this Scheme Document, New 2026 LTIP Awards over up to 35,059 DCC Energy Shares may be granted to Donal Murphy, over up to 19,584 DCC Energy Shares may be granted to Kevin Lucey and over up to 14,393 DCC Energy Shares may be granted to Conor Murphy.

(b) As at the close of business on the disclosure date, no member of the DCC Energy Group nor any associated company of DCC Energy was interested in or held any short positions, in any relevant DCC Energy securities other than 2,185,094 Treasury Shares that are held by DCC Energy.

(c) As at the close of business on the disclosure date, save as disclosed below, no trustee of any pension scheme (other than an industry-wide scheme) in which DCC Energy or any member of the DCC Energy Group participates was interested, or held any short positions, in any relevant DCC Energy securities:

Name	Number of DCC Energy Shares
Darragh Byrne	15,424
Ger Whyte	80,500
Enda Mahony	1,569

(d) As at the close of business on the disclosure date, no connected fund manager of DCC Energy or any member of the DCC Energy Group (including an exempt fund manager) nor any persons controlling, controlled by or under the same control as such fund manager with any other person (including a collective investment scheme) where such fund manager manages investments on a discretionary basis on behalf of such other person, in respect of the relevant investment accounts, was interested, or held any short positions, in any relevant DCC Energy securities.

(e) As at the close of business on the disclosure date, neither J.P. Morgan Cazenove (financial advisor to DCC Energy) nor any person controlling, controlled by, or under the same control as J.P. Morgan Cazenove, was interested, or held any short positions, in any relevant DCC Energy securities other than as an exempt principal trader or an exempt fund manager.

(f) As at the close of business on the disclosure date, neither UBS (financial advisor and Rule 3 advisor to DCC Energy) nor any person controlling, controlled by, or under the same control as UBS, was interested, or held any short positions, in any relevant DCC Energy securities other than as an exempt principal trader or an exempt fund manager.

(g) As at the close of business on the disclosure date, neither Davy (financial advisor to DCC Energy) nor any person controlling, controlled by, or under the same control as

Davy, was interested, or held any short positions, in any relevant DCC Energy securities other than as an exempt principal trader or an exempt fund manager.

(h) As at the close of business on the disclosure date, no partner or member of the professional staff of William Fry LLP (Irish legal advisor to DCC Energy) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of DCC Energy or who has been engaged in those affairs since 29 April 2024 was interested, or held any short positions, in any relevant DCC Energy securities.

(i) As at the close of business on the disclosure date, no partner or member of the professional staff of Cleary Gottlieb Steen & Hamilton LLP (English legal advisor to DCC Energy) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of DCC Energy or who has been engaged in those affairs since 29 April 2024 was interested, or held any short positions, in any relevant DCC Energy securities.

(j) As at the close of business on the disclosure date, no partner or member of the professional staff of PwC, a general liability partnership established under the laws of Ireland, (tax advisor to DCC Energy) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of DCC Energy or who has been engaged in those affairs since 29 April 2024 was interested, or held any short positions, in any relevant DCC Energy securities.

(k) As at the close of business on the disclosure date, neither Sodali & Co (public relations advisor to DCC Energy) nor any person controlling, controlled by, or under the same control as Sodali & Co, was interested, or held any short positions, in any relevant DCC Energy securities.

4.3 **Dealings in relevant DCC Energy securities**

4.3.1 **Disclosures by Bidco and persons acting in concert with Bidco**

(a) During the disclosure period there were no dealings in relevant DCC Energy securities by any of (i) Bidco, ECPM, or KKR L.P.; (ii) any member of the Wider Bidco Group; or (iii) any associated company of Bidco, ECPM or KKR L.P.

(b) During the disclosure period there were no dealings in relevant DCC Energy securities by any of the Bidco Directors, ECP Responsible Persons or KKR Responsible Persons (or, in each case where relevant, managers) (including, in each case, persons connected with them (within the meaning of the Act)).

(c) During the disclosure period there were no dealings in relevant DCC Energy securities by any trustee of any pension scheme (other than an industry-wide scheme) in which: (i) Bidco, ECPM, or KKR L.P.; or (ii) any member of the Wider Bidco Group, participates.

(d) During the disclosure period, there were no dealings in relevant DCC Energy securities by a connected fund manager of any of: (i) Bidco, ECPM, or KKR L.P.; or (ii) any member of the Wider Bidco Group, (including an exempt fund manager) nor any persons controlling, controlled by or under the same control as such fund manager with any other person (including a collective investment scheme) where such fund manager manages investments on a discretionary basis on behalf of such other person, in respect of the relevant investment accounts.

(e) During the disclosure period, save as disclosed below in relation to Calvert Research and Management, there were no dealings in relevant DCC Energy securities by Morgan Stanley & Co. International plc (financial advisor to Bidco and the Consortium) or any persons (other than exempt fund managers or exempt principal traders) controlling, controlled by or under the same control as Morgan Stanley & Co. International plc:

Date	Number of Shares	Purchase/Sale	Price (£)
23 December 2025	2,159	Sale	49.00
20 February 2026	2,169	Purchase	52.06
26 February 2026	2,135	Sale	51.50

(f) During the disclosure period, save as disclosed below in relation to Folio Investments Inc., there were no dealings in relevant DCC Energy securities by Goldman Sachs International (financial advisor to Bidco and the Consortium) or any persons (other than exempt fund managers or exempt principal traders) controlling, controlled by or under the same control as Goldman Sachs International:

Date	Number of ADRs	Purchase/Sale	Price (USD)
20 January 2026	0.03	Purchase	36.38
20 January 2026	20.00	Purchase	31.04
30 January 2026	0.06	Sale	32.72
2 February 2026	0.01	Sale	33.97
27 February 2026	0.18	Purchase	31.60
2 March 2026	0.40	Purchase	31.63
2 March 2026	0.84	Sale	33.68
3 March 2026	0.02	Purchase	35.62
24 March 2026	0.44	Purchase	29.67
8 April 2026	0.08	Sale	30.93
10 April 2026	0.08	Sale	32.18

(g) During the disclosure period, save as disclosed below, there were no dealings in relevant DCC Energy securities by Barclays Bank plc (financial advisor to Bidco and the Consortium) or any persons controlling, controlled by or under the same control as Barclays Bank plc:

Date	Number of Shares	Purchase/Sale	Price (£)
8 June 2026	750	Sale	59.8
8 July 2026	500	Sale	62.025
29 May 2026	500	Purchase	59
19 May 2026	500	Purchase	59.3
29 May 2026	1,067	Sale	58.95
10 June 2026	750	Sale	61.8604
9 March 2026	20,000	Sale	46.8644
13 May 2026	500	Purchase	57.986
1 July 2026	1,000	Purchase	57.35
10 July 2026	500	Sale	62.6524

(h) During the disclosure period, save as disclosed below, there were no dealings in relevant DCC Energy securities by BNP Paribas (financial advisor to Bidco and the Consortium) or any persons (other than exempt fund managers or exempt principal traders) controlling, controlled by or under the same control as BNP Paribas:

Date	Number of Shares	Purchase/Sale	High Price (£)	Low Price (£)
29 March 2026 to 28 April 2026	227,748	Purchase	46.18	45.68
29 March 2026 to 28 April 2026	226,152	Sale	46.18	45.68
28 February 2026 to 27 March 2026	4,140,845	Purchase	52.25	43.92
28 February 2026 to 27 March 2026	3,128,346	Sale	52.15	44.04

Date	Number of Shares	Purchase/Sale	High Price (£)	Low Price (£)
29 January 2026 to 27 February 2026	2,566,136	Purchase	55.50	45.95
29 January 2026 to 27 February 2026	3,558,867	Sale	55.50	45.94
29 October 2025 to 28 January 2026	8,431,207	Purchase	53.50	42.08
29 October 2025 to 28 January 2026	8,831,899	Sale	53.50	42.08
29 July 2025 to 28 October 2025	3,889,963	Purchase	56.50	46.04
29 July 2025 to 28 October 2025	3,550,390	Sale	56.50	46.04
29 April 2025 to 28 July 2025	2,765,623	Purchase	50.70	45.03
29 April 2025 to 28 July 2025	2,830,838	Sale	48.80	45.44

Note: Dealings aggregated in accordance with Note 1 of Rule 24.4 of the Irish Takeover Rules. Purchases and sales are not netted off and the highest and lowest prices per share have been stated. A full list of dealings is on display as set out in paragraph 13 of this Part VIII of this Scheme Document.

(i) During the disclosure period, there were no dealings in relevant DCC Energy securities by FGS Global (public relations advisor to Bidco and the Consortium) or any persons controlling, controlled by or under the same control as FGS Global.

(j) During the disclosure period, there were no dealings in relevant DCC Energy securities by any partner or member of the professional staff of Matheson LLP (Irish legal advisor to ECP and Bidco) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of ECP or Bidco or who has been engaged in those affairs since 29 April 2024.

(k) During the disclosure period, there were no dealings in relevant DCC Energy securities by any partner or member of the professional staff of Latham & Watkins (London) LLP (English legal advisor to ECP and Bidco) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of ECP or Bidco or who has been engaged in those affairs since 29 April 2024.

(l) During the disclosure period, there were no dealings in relevant DCC Energy securities by any partner or member of the professional staff of Gibson, Dunn & Crutcher UK LLP (English legal advisor to KKR and Bidco) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of KKR or Bidco or who has been engaged in those affairs since 29 April 2024.

(m) During the disclosure period, there were no dealings in relevant DCC Energy securities by any partner or member of the professional staff of Arthur Cox LLP (Irish legal advisor to KKR) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of KKR or who has been engaged in those affairs since 29 April 2024.

(n) During the disclosure period, there were no dealings in relevant DCC Energy securities by any partner or member of the professional staff of Kirkland & Ellis International LLP (English legal advisor to Bidco and the Consortium) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of Bidco or the Consortium or who has been engaged in those affairs since 29 April 2024.

(o) During the disclosure period, there were no dealings in relevant DCC Energy securities by any partner or member of the professional staff of Baker & McKenzie LLP (English legal advisor to Bidco and the Consortium) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of Bidco and the Consortium or who has been engaged in those affairs since 29 April 2024.

(p) During the disclosure period, there were no dealings in relevant DCC Energy securities by any partner or member of the professional staff of PricewaterhouseCoopers LLP (tax advisor to Bidco and the Consortium) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of Bidco and the Consortium or who has been engaged in those affairs since 29 April 2024.

(q) During the disclosure period there were no dealings in relevant DCC Energy securities by any other person acting in concert (including deemed to be acting in concert) with Bidco, ECPM or KKR L.P.

(r) During the disclosure period, there were no dealings in relevant DCC Energy securities by any person with whom Bidco, ECPM or KKR L.P. or any person acting in concert with Bidco, ECPM or KKR L.P. has any arrangement.

(s) There is no person who has an arrangement with Bidco, ECP or KKR L.P. (or any person acting in concert with Bidco, ECPM or KKR L.P.) to which Rule 8.7 of the Irish Takeover Rules applies.

4.3.2 **Disclosures by DCC Energy and persons acting in concert with DCC Energy**

(a) Save for the entry into the irrevocable undertakings by those DCC Energy Directors who are interested in DCC Energy Shares as described in paragraph 7 of Part III (*Explanatory Statement (in compliance with Section 452 of the Act)*) of this Scheme Document, during the Offer Period, there were no dealings in relevant DCC Energy securities by the directors of DCC Energy (including persons connected with them (within the meaning of the Act)).

Note: As explained in paragraph 9 of Part III (Explanatory Statement (in compliance with Section 452 of the Act)) of this Scheme Document, the Company expects that there will be dealings in relevant DCC Energy securities by the executive directors of DCC Energy after the date of this Scheme Document and before the Court Hearing relating to:

(i) *the exercise of options granted to the executive directors under the DCC Energy 2009 LTIP and the DCC Energy 2021 LTIP that have already vested and are already exercisable or options that vest and become exercisable in November 2026 and any sales by the executive directors of a portion of the DCC Energy Shares arising from any such exercises to meet the exercise price and the taxes and social security contributions payable in connection with such exercise and the commission payable in connection with such disposal;*

(ii) *subject to formal determination by the DCC Energy Remuneration Committee and the assumptions set out in paragraph 9 of Part III (Explanatory Statement (in compliance with Section 452 of the Act)) of this Scheme Document, the grant of any New 2026 LTIP Awards over up to 35,059 DCC Energy Shares to Donal Murphy, over up to 19,584 DCC Energy Shares to Kevin Lucey and over up to 14,393 DCC Energy Shares to Conor Murphy;*

(iii) *the conversion of the cash amounts set out in the table in paragraph 4.2.2(a) of this Part VIII into DCC Energy Shares beneficially owned and held by the executive directors under the DCC Energy DBA; and*

(iv) *the release of those DCC Energy Shares beneficially owned and held by the executive directors under DCC Energy DBA in connection with the satisfaction of the 3-year holding condition for annual bonuses paid in respect of the financial year ended 31 March 2023 (i.e. 2,790 DCC Energy Shares for Donal Murphy and 1,252 DCC Energy Shares for Kevin Lucey).*

(b) During the Offer Period, there were no dealings in relevant DCC Energy securities by any trustee of any pension scheme (other than an industry-wide scheme) in which DCC Energy or any member of the DCC Energy Group participates.

(c) During the Offer Period, there were no dealings in relevant DCC Energy securities by a connected fund manager of DCC Energy or any member of the DCC Energy Group (including an exempt fund manager) nor any persons controlling, controlled by or under the same control as such fund manager with any other person (including a collective investment scheme) where such fund manager manages investments on a discretionary basis on behalf of such other person, in respect of the relevant investment accounts.

(d) During the Offer Period, there were no dealings in relevant DCC Energy securities by J.P. Morgan Cazenove (financial advisor to DCC Energy) or persons (other than exempt principal traders or exempt fund managers) controlling or under the same control as J.P. Morgan Cazenove.

(e) During the Offer Period, there were no dealings in relevant DCC Energy securities by UBS (financial advisor and Rule 3 advisor to DCC Energy) or persons (other than exempt principal traders or exempt fund managers) controlling or under the same control as UBS.

(f) During the Offer Period, there were no dealings in relevant DCC Energy securities by Davy (financial advisor to DCC Energy) or persons (other than exempt principal traders or exempt fund managers) controlling or under the same control as Davy.

(g) During the Offer Period, there were no dealings in relevant DCC Energy securities by any partner or member of the professional staff of William Fry LLP (Irish legal advisor to DCC Energy) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of DCC Energy or who has been engaged in those affairs since 29 April 2024.

(h) During the Offer Period, there were no dealings in relevant DCC Energy securities by any partner or member of the professional staff of Cleary Gottlieb Steen & Hamilton LLP (English legal advisor to DCC Energy) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of DCC Energy or who has been engaged in those affairs since 29 April 2024.

(i) During the Offer Period, there were no dealings in relevant DCC Energy securities by Sodali & Co (public relations advisor to DCC Energy) or any persons controlling, controlled by or under the same control as Sodali & Co.

(j) During the Offer Period, there were no dealings in relevant DCC Energy securities by any partner or member of the professional staff of PwC, a general liability partnership established under the laws of Ireland, (tax advisor to DCC Energy) who is actively engaged in relation to the Scheme or who is customarily engaged in the affairs of DCC Energy or who has been engaged in those affairs since 29 April 2024.

(k) During the disclosure period there were no dealings in relevant DCC Energy securities by any member of the DCC Energy Group or any associated company of DCC Energy and DCC Energy did not redeem or purchase any relevant DCC Energy securities, save for:

(i) the below purchases of DCC Energy Shares made pursuant to DCC Energy's share buyback programme representing a total cost of approximately £100 million as disclosed in the 2026 Annual Report:

Date	**Number of shares**	**Purchase**	**High Price (in pence per share)**	**Low Price (in pence per share)**
27 May 2025 to 30 May 2025	99,449	Purchase	4,670	4,588
2 June 2025 to 30 June 2025	493,974	Purchase	4,750	4,550
1 July 2025 to 31 July 2025	594,502	Purchase	4,874	4,668
1 August 2025 to 29 August 2025	582,490	Purchase	4,842	4,616
1 September 2025 to 11 September 2025	348,845	Purchase	4,960	4,640

and

(ii) the purchase of 11,605,415 DCC Energy Shares made pursuant to a tender offer representing a total cost of approximately £600 million as described further in paragraph 7.2 of this Part VIII. The Tender Offer closed on 17 December 2025 with the relevant DCC Energy Shares purchased on 19 December 2025 at £51.70 per DCC Energy Share.

Note: Dealings aggregated in accordance with Note 1 of Rule 24.4 of the Irish Takeover Rules. Highest and lowest prices per DCC Energy Share have been stated. A full list of dealings is on display as set out in paragraph 13 of this Part VIII.

(l) There is no person who has an arrangement with DCC Energy (or any person acting in concert with DCC Energy) to which Rule 8.7 of the Irish Takeover Rules applies.

4.4 **Interests and short positions in relevant Bidco securities**

(a) As at the close of business on the disclosure date, none of DCC Energy, any member of the DCC Energy Group, any member of the Wider DCC Energy Group nor any associated company of DCC Energy was interested in or held any short positions, in any relevant Bidco securities.

(b) As at the close of business on the disclosure date, none of the directors of DCC Energy (including persons connected with them (within the meaning of the Act)) was interested, or held any short positions, in any relevant Bidco securities.

4.5 **Dealings in relevant Bidco securities**

(a) During the disclosure period, there were no dealings in relevant Bidco securities by DCC Energy, any member of the DCC Energy Group, any member of the Wider DCC Energy Group nor any associated company of DCC Energy.

(b) During the disclosure period there were no dealings in relevant Bidco securities by any of the directors of DCC Energy (including, in each case, persons connected with them (within the meaning of the Act)).

5. Market Price Quotations

The following table shows the Closing Price of relevant DCC Energy securities as derived from the London Stock Exchange (as indicated below) on: (i) the first Business Day in each of the six (6) months immediately before the date of this Scheme Document; (ii) 28 April 2026 (being the last Business Day before the commencement of the Offer Period); and (iii) the Latest Practicable Date:

Date	**Closing Price per DCC Energy Share (pence per share)**
2 March 2026	5,165.00
1 April 2026	4,764.00
28 April 2026	5,380.00
1 May 2026	5,805.00
1 June 2026	5,950.00
1 July 2026	6,160.00
3 August 2026	6,365.00
17 August 2026	6,360.00

6. Directors' service contracts and letters of appointment

The following is a summary of the service contracts of the DCC Energy Directors. All DCC Energy Directors are subject to annual re-election at DCC Energy's annual general meeting.

Executive directors

Donal Murphy has a service contract dated 18 September 2017, Kevin Lucey has a letter of appointment dated 6 July 2020 and Conor Murphy has a letter of appointment dated 10 July 2025. Such service contracts and letters of appointment provide that the Company or the executive director may terminate the executive's employment by giving six months' notice in writing. Other than entitlement to notice and payment of salary and contractual benefits in lieu of notice, the executive directors are not entitled to compensation on termination of their respective contracts.

The fixed remuneration entitlement (comprising salary, benefit and retirement benefit) of each executive director effective 1 April 2026 is as follows:

Name	**Salary (€)**	**Benefit (€)**	**Retirement Benefit (€)**
Donal Murphy	1,063,998	92,844	159,600
Kevin Lucey	660,400	48,254	92,456
Conor Murphy	546,000	40,568	68,709

Each of the executive directors is eligible for a discretionary performance-related bonus of 200% of salary in the case of Donal Murphy and Kevin Lucey and 150% of salary in the case of Conor Murphy. Any bonus entitlement is determined by DCC Energy's Remuneration Committee at its absolute discretion and is based on meeting pre-determined targets for several key measures. Each of the executive directors is also eligible to participate in the DCC Energy 2021 LTIP.

Non-executive directors

The non-executive directors have been appointed under the terms of the following letters of appointment: Mark Breuer (appointment letter dated 9 November 2018); Katrina Cliffe (appointment letter dated 24 February 2023); Caroline Dowling (appointment letter dated 13 May 2019); Steven Holland (appointment letter dated 16 July 2024); Lily Liu (appointment letter dated 27 May 2021) and Alan Ralph (appointment letter dated 18 November 2021).

Each appointment is subject to the Constitution of DCC Energy and each appointment is for an initial term of three (3) years. Each non-executive director's appointment is terminable by either party giving one month's written notice.

The non-executive director fees effective 1 April 2026 are set out below. The fees set out below include additional fees payable for serving as a committee chair or designated role.

Name	**Fee (€)**
Mark Breuer	429,018
Katrina Cliffe	117,125
Caroline Dowling	121,525
Steven Holland	111,925
Lily Liu	98,425
Alan Ralph	120,425

None of the non-executive directors are entitled to any variable remuneration or payments in respect of a pension or similar scheme.

7. DCC Energy material contracts

Save as disclosed in this paragraph 7 of Part VIII, neither DCC Energy nor any of its subsidiaries has within the two (2) years prior to the commencement of the Offer Period entered into any contracts (other than contracts entered into in the ordinary course of business) that are, or may be, material:

7.1 Transaction Agreement

Bidco, ECP Dragon Holdings, LP, KKR Krypton Aggregator LP and DCC Energy entered into a transaction agreement on 27 July 2026 (the "**Transaction Agreement**") which contains certain undertakings and warranties in relation to the implementation of the Scheme and other matters related to the Acquisition.

The Transaction Agreement provides for the manner and indicative timetable in which DCC Energy is required to present the Scheme to DCC Energy Shareholders. It imposes responsibilities on Bidco, ECP Dragon Holdings, LP, KKR Krypton Aggregator LP and DCC Energy in connection with the Scheme. It also provides mutual obligations with respect to the sharing of information in connection with the Acquisition and the conduct of each party which is intended to ensure that the Acquisition is completed as expeditiously as possible. The Transaction Agreement also sets out the circumstances upon, and manner in which, Bidco can switch to a Takeover Offer.

Furthermore, the Transaction Agreement contains provisions that apply in respect of the DCC Energy Share Plans and certain other employee-related matters. It also contains customary restrictions on the way in which DCC Energy can conduct its business.

Obligation to satisfy regulatory conditions

Pursuant to the terms of the Transaction Agreement, Bidco, ECP Dragon Holdings, LP and KKR Krypton Aggregator LP have agreed to take any and all actions necessary to ensure that any and all Conditions set out in paragraphs 4 to 7 (inclusive) of Section A of Part VI (*Conditions and Further Terms of the Acquisition and the Scheme*) are satisfied as soon as possible and, in any event, not less than twenty (20) Business Days before the End Date. In respect thereof, the parties have agreed that Bidco, ECP Dragon Holdings, LP and KKR Krypton Aggregator LP (and each of their respective Subsidiaries) are obliged to offer and accept any remedies in connection with satisfying such Conditions insofar as such remedies relate to the DCC Energy Group (but excluding remedies consisting of a 'golden share' and/or government appointed managers).

Assistance with Bidco debt financing

The Transaction Agreement places an obligation on DCC Energy to, and to use reasonable efforts to cause its directors, officers, employees and agents to, provide reasonable cooperation, information and assistance in facilitating the arrangement by Bidco of the debt financing required in connection with the Acquisition and the repayment, refinancing and/or rollover of DCC Energy's existing financing arrangements. DCC Energy has agreed to provide such assistance, provided that, amongst other things, Bidco, ECP Dragon Holdings, LP and KKR Krypton Aggregator LP shall assume all reasonable and documented out-of-pocket expenses incurred by DCC Energy in connection with the provision of such assistance and that DCC Energy (and its directors, officers, employees and agents) are indemnified against all losses suffered in connection with the provision of such assistance (unless such losses arise out of or in connection with fraudulent misrepresentation, wilful misconduct, gross negligence or fraud).

DCC Energy Superior Proposal

The Transaction Agreement provides that where the DCC Energy Board determines that a DCC Energy Superior Proposal has been received, DCC Energy will provide Bidco with an opportunity, for a period of seven (7) Business Days from the time of the receipt by Bidco of notice in writing from DCC Energy confirming that the DCC Energy Board has determined that a DCC Energy Superior Proposal has been received together with details of the material terms of such DCC Energy Superior Proposal, to increase or modify the Cash Consideration and such other terms and conditions such that the DCC Energy Superior Proposal would not constitute a DCC Energy Superior Proposal.

Expenses Reimbursement Provisions

The Transaction Agreement contains customary expenses reimbursement provisions pursuant to which DCC Energy has agreed to pay to Bidco (or KKR, ECP or their respective Reimbursed Parties (as defined in the Transaction Agreement), as appropriate), in certain circumstances (as detailed below), an amount equal to all documented, specific quantifiable third party costs and expenses incurred directly or indirectly by such member of the Bidco Group, ECP, KKR or their respective Reimbursed Parties, or on its or their behalf, for the purposes of, in preparation for, or in connection with the Acquisition, including exploratory work carried out in contemplation of and in connection with the Acquisition, legal, tax, financial, accounting, property and commercial due diligence, arranging financing and engaging advisors to assist in the process, related advisory fees and filing fees, provided that the aggregate of:

- the amount payable to Bidco, KKR, ECP or their respective Reimbursed Parties;
- any amount payable to any Tax Authority by: (i) any member of the DCC Energy Group pursuant to clause 9.2.5 of the Transaction Agreement, or (ii) by Bidco (or the relevant member of a VAT Group of which Bidco is a member) for which any member of the DCC Energy Group is required to pay an amount equal to such VAT to Bidco (or the relevant member of a VAT Group of which Bidco is a member) pursuant to clause 9.2.5 of the Transaction Agreement which constitutes Irrecoverable VAT (together with any associated interest and penalties); and
- any amount payable by any member of the DCC Energy Group pursuant to the second sentence of clause 9.2.6 of the Transaction Agreement,

shall not, in any event, exceed such sum as is equal to 1% of the aggregate Base Consideration payable in respect of each issued and to be issued DCC Energy Share that is the subject of the Acquisition, other than the Excluded Shares. The amount payable by DCC Energy to Bidco under the Transaction Agreement will exclude any amounts in respect of VAT incurred by ECP, KKR, Bidco or any of their respective Reimbursed Parties attributable to such third party costs other than Irrecoverable VAT incurred by ECP, KKR, Bidco and any of their respective affiliates on such costs.

The circumstances in which such payment will be made are if:

- the Transaction Agreement is terminated:

  (i) by Bidco for the reason that the DCC Energy Board or any committee thereof makes a DCC Energy Change of Recommendation and the Acquisition subsequently lapses or is withdrawn (it being understood, for the avoidance of doubt, that the provision by DCC Energy to Bidco of notice or information in connection with a DCC Energy Alternative Proposal or DCC Energy Superior Proposal as required or expressly permitted by the Transaction Agreement shall not, in each case, in and of itself, constitute a DCC Energy Change of Recommendation); or

  (ii) by DCC Energy, upon written notice at any time following delivery of a Final Recommendation Change Notice under and in accordance with the Transaction Agreement, where the Acquisition subsequently lapses or is withdrawn; or

- all of the following occur:

  (i) prior to the Scheme Meeting (or, in the case of a Takeover Offer prior to the Final Closing Date), a DCC Energy Alternative Proposal is publicly disclosed by DCC Energy or any person shall have publicly announced an intention (whether or not conditional) to make a DCC Energy Alternative Proposal and, in each case, such disclosure or announcement is not publicly withdrawn without qualification at least five (5) Business Days before the date of the Scheme Meeting or Final Closing Date (it being understood that, for the purposes of this clause (i) and (iii) below, references to 10% and 90% in the definition of DCC Energy Alternative Proposal shall be deemed to refer to 50%); and

  (ii) the Transaction Agreement is terminated by Bidco for the reason that DCC Energy shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in the Transaction Agreement, which material breach or failure to perform:

    (1) would result in a failure of any of the Conditions; and

    (2) is not reasonably capable of being cured by the End Date or, if curable, Bidco shall have given DCC Energy written notice, delivered at least thirty (30) days prior to such termination, stating Bidco's intention to terminate the Transaction Agreement pursuant to clause 9.1.6 and the basis for such termination and such breach, failure to perform or inaccuracy shall not have been cured within thirty (30) days following the delivery of such written notice or, if earlier, by the End Date (such termination, a "**Breach Termination**"); and

  (iii) a DCC Energy Alternative Proposal is consummated within twelve (12) months, or a definitive agreement providing for a DCC Energy Alternative Proposal is entered into within twelve (12) months after such termination and such DCC Energy Alternative Proposal is subsequently consummated pursuant to that definitive agreement (as such definitive agreement may be amended, modified or supplemented), in each case, regardless of whether such DCC Energy Alternative Proposal is the same DCC Energy Alternative Proposal referred to in clause 9.2.2(b)(i) of the Transaction Agreement; or

- all of the following occur:

  (i) prior to the Scheme Meeting (or, in the case of a Takeover Offer prior to the Final Closing Date), a DCC Energy Alternative Proposal is publicly disclosed by DCC Energy or any person shall have publicly announced, or privately disclosed to the DCC Energy Board, an intention (whether or not conditional) to make a DCC Energy Alternative Proposal and, in each case, such disclosure or announcement is not publicly withdrawn without qualification at least five (5)

Business Days before the date of the Scheme Meeting or Final Closing Date (it being understood that, for the purposes of this clause (i) and clause (iii) below, references to 10% and 90% in the definition of DCC Energy Alternative Proposal shall be deemed to refer to 50%); and

(ii) the Transaction Agreement is terminated by (A) either DCC Energy or Bidco for the reason that the Scheme Meeting or the EGM shall have been completed and the Scheme Meeting Resolution or the EGM Resolutions, as applicable, shall not have been approved by the requisite majority of votes (or, in the case of a Takeover Offer, the Final Closing Date having passed without the Takeover Offer becoming unconditional as to acceptances) or (B) Bidco pursuant to a Breach Termination; and

(iii) a DCC Energy Alternative Proposal is consummated within twelve (12) months, or a definitive agreement providing for a DCC Energy Alternative Proposal is entered into within twelve (12) months after such termination and such DCC Energy Alternative Proposal is consummated pursuant to that definitive agreement (as such definitive agreement may be amended, modified or supplemented), in each case, regardless of whether such DCC Energy Alternative Proposal is the same DCC Energy Alternative Proposal referred to in clause 9.2.2(c)(i) of the Transaction Agreement.

Each of the DCC Energy Board and UBS, as financial advisor and Rule 3 advisor to the DCC Energy Board, has confirmed to the Irish Takeover Panel that, for the purposes of the Note to Rule 21.2 of the Irish Takeover Rules, they consider the terms of the expenses reimbursement provisions above to be in the best interests of DCC Energy Shareholders.

7.2 **Tender Offer**

On 17 November 2025, DCC Energy launched a tender offer to return up to £600 million to DCC Energy Shareholders following the sale of DCC Healthcare, offering to repurchase up to approximately 12% of its issued share capital at a price determined through a Dutch auction process within a range of £50.20 to £53.20 per DCC Energy Share (the "**Tender Offer**"). DCC Energy Shareholders were invited to tender shares at their chosen price within that range, with all successful tenders ultimately being purchased at a single "strike" price. The Tender Offer closed on 17 December 2025 and was oversubscribed at the strike price and subject to scaling, resulting in DCC Energy repurchasing approximately 11.6 million DCC Energy Shares at a strike price of £51.70 per share, returning the full £600 million to shareholders while reducing the number of DCC Energy Shares in issue and returning part of the proceeds from the Healthcare Transaction (as defined below in this paragraph 7).

7.3 **Acquisitions of FLAGA in Austria, Poland, Hungary, Czechia and Slovakia**

On 17 October 2025, DCC Holdings GmbH entered into an agreement to acquire FLAGA GmbH ("**FLAGA Austria**"), a leading distributor of liquid gas in Austria, from UGI International Holdings B.V. The acquisition was based on an enterprise value of approximately €55 million (£47.5 million) on a cash-free, debt-free basis, with the consideration payable in cash on completion, which took place on 28 November 2025.

On 15 January 2026, DCC Energy Limited (now DCC Energy Holdings Limited) and DCC LPG Limited entered into an agreement to acquire UGI International Holdings B.V.'s liquid gas businesses in Poland (AmeriGas Polska Sp. z.o.o), Hungary (Flaga Hungaria Kft), Czechia (Flaga s.r.o) and Slovakia (Flaga spol s.r.o). The acquisition was based on an enterprise value of approximately €48 million (£42 million) on a cash-free, debt-free basis and completed on 29 May 2026.

7.4 **Divestment of Info Tech Businesses**

On 12 July 2025, Exertis (Holdings) Limited entered into an agreement for the sale of DCC Energy's Info Tech business in the UK and Ireland to AURELIUS. The transaction had a total enterprise value of approximately £100 million on a cash-free debt-free and normalised working capital basis, and completed on 31 October 2025.

7.5 **On-Market Share Buyback Programme**

On 27 May 2025, DCC Energy commenced an on-market share buyback programme to repurchase ordinary shares of DCC Energy up to a maximum aggregate consideration of £100 million (the "**Programme**"), as part of its broader commitment to return £800 million of the proceeds from the sale of DCC Healthcare to DCC Energy Shareholders. Under the programme, Davy and UBS were appointed to conduct the Programme and to repurchase DCC Energy Shares on DCC Energy's behalf for a maximum aggregate consideration of up to £100 million and to make trading decisions under the Programme in accordance with certain pre-set parameters. The programme completed on 11 September 2025 and was conducted in accordance with DCC Energy's general authority to repurchase shares as approved by shareholders at DCC Energy's annual general meetings in 2024 and 2025 and applicable market abuse regulations.

7.6 **Divestment of DCC Healthcare**

On 22 April 2025, DCC Energy, DCC Healthcare Limited and DCC Limited entered into a definitive agreement with Healthco Investment Limited, a company incorporated in England and ultimately owned by Investindustrial VIII S.C.Sp, a fund independently managed and/or advised by an affiliate of Investindustrial Group Investments S.à r.l., for the sale of DCC Healthcare (the "**Healthcare Transaction**"). The Healthcare Transaction was a material step in the Group's strategy to simplify operations, maximise shareholder value and accelerate the growth of its Energy business, the Group's largest and highest-returning division. The agreement was subsequently amended and restated between DCC Energy, DCC Healthcare Limited and DCC Limited (as sellers) and Healthco Investment Limited and Innovative Food Supplements Limited (as buyers).

DCC Healthcare represented approximately 13% of the Group's adjusted operating profit for the financial year ended 31 March 2024. The Healthcare Transaction completed on 10 September 2025. The consideration received included an unconditional deferred payment of £130 million, receivable on the earlier of: (i) 10 September 2027; and (ii) a change of control of DCC Vital Limited.

7.7 **Divestment of Hong Kong Energy Business**

On 4 July 2024, DCC Energy LPG Holdings Limited divested a majority stake in its Hong Kong & Macau liquid gas business, DSG Energy Limited, to IP&E GBA Limited, an operator of another large Hong Kong & Macau liquid gas business. IP&E GBA Limited is a subsidiary of CITADEL Pacific Ltd, an Asian industrial group. The transaction valued the business at an initial enterprise value of c.US$150 million (c.£117 million), on a debt-free, cash-free basis. US$105 million (c.£82 million) in cash consideration was paid on completion, with the balance of consideration represented by a retained minority stake in IP&E GBA Limited and the combined business.

8. Financing of the Acquisition

The Cash Consideration payable under the terms of the Acquisition will be financed by a combination of:

- equity to be drawn from funds, vehicles and/or accounts advised and/or managed by ECP;
- equity to be drawn from funds, vehicles and/or accounts advised and/or managed by KKR; and
- debt financing to be provided to the Consortium by: (i) Barclays Bank plc; (ii) BNP Paribas, (iii) Crédit Agricole Corporate and Investment Bank; (iv) Danske Bank A/S; (v) Goldman Sachs Bank Europe SE; (vi) HSBC Continental Europe; (vii) ING Bank N.V., London Branch; (viii) Mizuho Bank Europe N.V.; (ix) Morgan Stanley Senior Funding, Inc.; (x) MUFG Bank, Ltd., London Branch; (xi) National Westminster Bank plc; and (xii) Banco Santander, S.A., pursuant to the Interim Facilities Agreement.

8.1 *Equity co-investment*

Certain of the equity commitments described above will be provided by equity co-investors in certain funds advised and/or managed by ECP and KKR that have subscribed for passive minority indirect interests in Bidco (the "**Equity Co-Investors**"). Other potential equity co-investors may take minority interests in Bidco during the Offer Period or once the Acquisition completes. It is currently expected that these Equity Co-Investors will not be granted any governance or control rights over Bidco, any member of the Bidco Group or the DCC Energy Group.

As at the Latest Practicable Date, the Equity Co-Investors have committed to subscribe for interests in investment funds or vehicles managed or advised by ECP or KKR, with a maximum value of GBP 382 million constituting a maximum indirect economic interest, as at the Latest Practicable Date, of approximately 14% in Bidco.

Following the Effective Date, each of the following Equity Co-Investor groups are expected to have a maximum indirect economic interest of at least 5.0% in Bidco and DCC Energy:

Equity Co-Investor (or its affiliate(s) and/or related investing vehicle(s))	**Estimated maximum indirect interest in Bidco**
Funds managed by StepStone	12.96%

StepStone

StepStone (NASDAQ: STEP) is a global private markets investment firm focused on providing customised investment solutions and advisory and data services to clients. StepStone's clients include some of the world's largest public and private defined benefit and defined contribution pension funds, sovereign wealth funds and insurance companies, as well as prominent endowments, foundations, family offices and private wealth clients, which include high-net-worth and mass affluent individuals.

As of 30 June 2026, StepStone oversees approximately US$913 billion of private markets allocations, including approximately US$245 billion of assets under management and US$668 billion of assets under advisory.

8.2 **Financing agreements**

The following agreements have been entered into in connection with financing the payment of the Cash Consideration by Bidco.

Equity commitment letters

In connection with the equity financing of Bidco:

- ECP V, LP, ECP V-B, LP, ECP V-C, LP, ECP V-D, LP, ECP VI, LP, ECP VI-B, LP, ECP VI-C, LP, ECP VI-D, LP and ECP VI-L, SCSp (together, the "**ECP Funds**") have entered into an equity commitment letter with Bidco dated 27 July 2026 (the "**ECP ECL**"); and

- KKR Global Infrastructure Investors V (USD) SCSp and KKR Global Infrastructure Investors V (EUR) SCSp (the "**KKR Funds**") have entered into an equity commitment letter with Bidco dated 27 July 2026 (the "**KKR ECL**").

These equity commitment letters set out the basis on which the ECP Funds and KKR Funds, respectively, will invest, directly or indirectly, immediately available funds in Bidco for the purposes of financing part of the Base Consideration payable for the Scheme Shares.

Pursuant to the terms of the ECP ECL and KKR ECL, the ECP Funds and KKR Funds will, respectively, procure that such investments have occurred on or prior to the date by which Bidco must pay the Base Consideration.

Term loan facilities

Definitions

Capitalised terms used in this section shall have the same meaning ascribed to them in the Interim Facilities Agreement (as defined below) unless the context requires otherwise.

Interim Facilities Agreement

On 27 July 2026, Dragon Finco Limited ("**Finco**"), as borrower entered into an interim facilities agreement with, amongst others, the original interim lenders parties thereto (the "**Interim Lenders**") and Wilmington Trust (London) Limited as interim facility agent (the "**Interim Facility Agent**") and interim security agent (the "**Interim Security Agent**") (the "**Interim Facilities Agreement**").

Under the terms of the Interim Facilities Agreement, the Interim Lenders agreed to make available to Finco an interim bridge facility denominated in Pounds Sterling equal to £3,600,000,000 (the "**Interim Bridge Facility**") and an interim revolving facility, which as at the date of the Interim Facilities Agreement had aggregate commitments of £nil (the "**Interim Revolving Facility**" and, together with the Interim Bridge Facility, the "**Interim Facilities**"). The proceeds of loans drawn under the Interim Bridge Facility are to be applied, among other things, towards financing or refinancing any amount payable under or in connection with the Acquisition, financing the payment of costs, fees and expenses incurred in connection with the Acquisition, refinancing the existing indebtedness of DCC Energy Group and financing the working capital requirements and/or general corporate purposes of Finco and its Subsidiaries (as defined in the Interim Facilities Agreement).

The Interim Facilities are available to be drawn (the "**Availability Period**"), subject to satisfaction of the conditions precedent set out in the Interim Facilities Agreement, from:

(a) for the Interim Bridge Facility, the date of the Interim Facilities Agreement to (and including) 11:59 p.m. (London time) on the date which is the earliest of:

(i) if the Acquisition is intended to be completed pursuant to a Scheme, the date falling twenty (20) Business Days after (and excluding) the date on which the Scheme lapses (including, subject to exhausting any rights of appeal, if a relevant court refuses to sanction the Scheme) or is withdrawn with the written approval of the Irish Takeover Panel, in each case, in accordance with the terms set out in the Announcement or the Scheme Document, unless (A) prior to such date Finco has notified the Interim Facility Agent that Bidco proposes to make a Takeover Offer in accordance with the Irish Takeover Rules to acquire all of the DCC Energy Shares not already held by it on the date of the Takeover Offer or effect the Acquisition pursuant to a different Scheme; (B) where such lapse, termination or withdrawal is as a result of the exercise of Bidco's right to effect a switch from the Scheme to a

Takeover Offer; or (C) it is otherwise to be followed within twenty (20) Business Days by an Announcement by Bidco to implement the Acquisition by a different offer or scheme (as applicable);

(ii) if the Acquisition is intended to be completed pursuant to a Takeover Offer, the date falling twenty (20) Business Days after (and excluding) the date upon which the Takeover Offer lapses or is withdrawn with the written approval of the Irish Takeover Panel, in each case, in accordance with the terms set out in the Announcement or the Takeover Offer Document, unless (A) prior to such date Finco has notified the Interim Facility Agent that Bidco proposes to effect the Acquisition by way of a Scheme or implement the Acquisition pursuant to a different Takeover Offer; (B) where such lapse, termination or withdrawal is as a result of the exercise of Bidco's right to effect a switch from a Takeover Offer to a Scheme; or (C) it is otherwise to be followed within twenty (20) Business Days by an Announcement by Bidco to implement the Acquisition by a different offer or scheme (as applicable); and

(iii) (A) if the Acquisition is intended to be completed pursuant to a Scheme, up to a maximum of six (6) weeks after the date (the "**Long Stop Date**") falling twenty (20) Business Days after (and excluding) 31 July 2027; or (B) if the Acquisition is intended to be completed pursuant to a Takeover Offer, up to a maximum of eight (8) weeks after the Long Stop Date (the "**Commitment Long Stop Date**") or in each case, such later time as agreed by the Arrangers (as defined in the Interim Facilities Agreement) acting reasonably and in good faith, provided that: (I) a switch from a Scheme to a Takeover Offer or from a Takeover Offer to a Scheme (or, for the avoidance of doubt, any amendments to the terms or conditions of a Scheme or a Takeover Offer) shall not constitute a lapse, termination or withdrawal for the purposes of paragraphs (i) or (ii) (as applicable); and (II) so long as the first utilisation date under the Interim Facilities Agreement (the "**First Utilisation Date**") has occurred on or before the Commitment Long Stop Date, the Availability Period in relation to the Interim Bridge Facility shall automatically be extended to the date falling seven (7) months after the First Utilisation Date;

(b) for the Interim Revolving Facility, the date falling ninety (90) days after the last day of the Availability Period for the Interim Bridge Facility.

The termination date of the Interim Facilities is the earlier of (a) the date falling ninety (90) days after the earlier of: (i) the last day of the Availability Period for the Interim Bridge Facility and (ii) the date on which the Interim Bridge Facility has been drawn in full, and (b) the date of receipt by Finco of a written demand from the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders (as defined in the Interim Facilities Agreement)) following the occurrence of a Major Default (as defined in the Interim Facilities Agreement) which is continuing requiring prepayment and cancellation in full of the Interim Facilities (the "**Termination Date**").

Finco shall repay outstanding Interim Utilisations (as defined in the Interim Facilities Agreement) and other amounts due under the Interim Documents (as defined in the Interim Facilities Agreement), on the date of receipt by Finco of the proceeds of a utilisation made under the equivalent Debt Facilities (as defined in the Interim Facilities Agreement) (if applicable, free of any escrow or similar arrangements) and the equivalent Interim Facilities shall be cancelled in the amount of such utilisation of the Debt Facilities on the date of such receipt by Finco.

Finco may also voluntarily cancel and prepay the Interim Facilities at any time on two (2) Business Days' prior notice.

The Interim Facilities Agreement contains customary representations and warranties, affirmative and negative covenants (including covenants in respect of financial indebtedness, security, mergers, acquisitions, disposals, dividends and share redemption, and conduct of the Takeover Offer and/or Scheme), indemnities and events of default, each with appropriate carve-outs and materiality thresholds.

The rate of interest payable on each loan drawn under the Interim Facilities Agreement is the aggregate of the applicable margin plus the relevant Term Reference Rate or Compounded Reference Rate (each as defined in the Interim Facilities Agreement), as applicable. If a Technology Disposal Agreement is signed at any time prior to the Termination Date, a portion of the Interim Bridge Facility equal to £600,000,000 shall be redesignated into a new tranche for which the applicable margin is reduced. Ticking fees, commitment, underwriting and funding fees, among other fees, are also payable under the terms of the Interim Facilities Agreement and ancillary documentation.

As a condition precedent to the first drawdown of the Interim Bridge Facility, the Interim Lenders under the Interim Facilities Agreement received the benefit of security in the form of (a) an English law debenture entered into by Finco and, on a third party limited recourse basis, Dragon Midco II Limited, and (b) an Irish law debenture entered into by Bidco and Finco, in each case pursuant to which the relevant obligors granted security in relation to their material assets in favour of the Interim Security Agent.

Under the Interim Facilities Agreement, Bidco has agreed that it will not, amend or waive any material term of any Scheme Document or, as the case may be, Takeover Offer Document (in each case to the extent relating to the Acquisition and as compared to the position set out in the Announcement) in a manner or to the extent that would be materially prejudicial to the interests of the Interim Lenders taken as a whole under the Interim Documents (as defined in the Interim Facilities Agreement), other than any amendment or waiver: (i) if the Acquisition is effected by way of a Takeover Offer, reducing the condition such that the completion of the Takeover Offer is conditional on Bidco receiving acceptances in respect of a certain percentage of DCC Energy Shares (provided that no Interim Lender shall be required to participate in an Interim Loan unless following completion of the Acquisition and all related steps Bidco will own at least 75% of the shares, unless otherwise agreed by that Interim Lender); (ii) required or requested by the Irish Takeover Panel, the High Court, the Competition and Markets Authority, any securities exchange and/or any other entity, agency, body, governmental authority or person that has regulatory or supervisory authority (or any other similar or equivalent power) in connection with the Acquisition (the "**Relevant Regulator**"), or determined by Bidco in good faith as being necessary or desirable to comply with the requirements or requests (as applicable) of any Relevant Regulator, any Applicable Securities Laws (as defined in the Interim Facilities Agreement) or any other relevant court or regulatory body or applicable law or regulation; (iii) to change the price to be paid for the DCC Energy Shares or otherwise in connection with the Acquisition (or any amendment or waiver of any written agreement related thereto); (iv) extending the period in which holders of DCC Energy Shares may accept the terms of the Scheme or, as the case may be, the Takeover Offer (including by reason of the adjournment of any meeting or court hearing); (v) relating to a condition which Bidco determines in good faith that it would not be entitled, in accordance with the Irish Takeover Rules, to invoke so as to cause the Acquisition not to proceed, to lapse or to be withdrawn; (vi) of a condition, or a declaration that a condition is or has been satisfied, in each case as may be required to enable a Scheme to be approved or to become effective or, as the case may be, a Takeover Offer to become or be declared wholly unconditional (provided that, save as required by any Relevant Regulator, any Applicable Securities Laws (as defined in the Interim Facilities Agreement) or any other relevant court or regulatory body or applicable law or regulation, nothing in this paragraph (vi) shall permit Bidco to declare, accept, treat as satisfied or waive any condition of a Scheme or a Takeover Offer where Bidco determines in good faith that the relevant condition is not actually satisfied or has not been complied with to the extent that doing so would be materially prejudicial to the interests of the Interim Lenders taken as a whole under the Interim Documents (as defined in the Interim Facilities Agreement)); (vii) to facilitate the Acquisition being effected by way of a Takeover Offer instead of a Scheme or, as the case may be, by way of a Scheme instead of a Takeover Offer; (viii) contemplated or otherwise permitted by the terms of the Commitment Documents or the Interim Documents (each as defined in the Interim Facilities Agreement); or (ix) made with the consent of the Majority Interim Lenders (as defined in the Interim Facilities Agreement) (acting reasonably and with such consent not to be unreasonably withheld, conditioned or delayed).

Bidco may, subject to market conditions, replace or refinance the Interim Bridge Facility or any Debt Facilities (as defined in the Interim Facilities Agreement) with a bond or other alternative financing, in each case subject to certain funds mechanics.

9. Irish and United Kingdom taxation

The following is a general summary of the significant Irish and UK Tax considerations applicable to Irish and UK Holders (each as defined below) in respect of the cancellation of the Cancellation Shares and the transfer of the Transfer Shares under the Scheme.

The Total Offer Value includes a final dividend of 147.22 pence per DCC Energy Share for the financial year ended 31 March 2026. This was paid on 23 July 2026. Irish and UK Holders should seek appropriate independent professional advice on the tax treatment of that dividend. The general summary below addresses the position with regard to the Base Consideration and the Technology Disposal Additional Consideration.

9.1 Irish Tax considerations

This section applies to persons that: (i) beneficially own DCC Energy Shares; (ii) in the case of Individual Holders, are resident, ordinarily resident and domiciled in Ireland under Irish taxation laws; (iii) in the case of Holders that are companies, are resident in Ireland under Irish taxation laws; (iv) are not considered resident in any country other than Ireland for the purposes of any double taxation agreement entered into by Ireland; and (v) hold their DCC Energy Shares as capital assets (i.e. investments) ("**Irish Holders**").

This is a summary of the anticipated material Irish Tax considerations of the Scheme for Irish Holders. It is based on Irish taxation laws in force as at the date of this Scheme Document, regulations promulgated thereunder, the current provisions of the Ireland-United Kingdom Double Taxation Convention (the "**Ireland-UK Treaty**"), proposals to amend any of the foregoing publicly announced prior to the date hereof, and the currently published administrative practices of the Irish Revenue Commissioners. Taxation laws are subject to change, from time to time. Changes in law and/or administrative practice may result in the alteration of the Tax considerations described below, possibly with retrospective effect. No representation is or can be made as to whether such laws will change, or what impact, if any, such changes will have on the statements contained in this summary. No assurance is or can be given that legislative or judicial changes, or changes in administrative practice, will not modify or change the statements expressed herein.

This summary does not purport to be a comprehensive description of all potential Irish Tax considerations that may apply to an Irish Holder as a result of the implementation of the Scheme. In addition, this summary does not address all aspects of Irish taxation that may be relevant to particular Irish Holders, nor does it take into account the individual facts and circumstances of any particular Irish Holder that may affect the Irish Tax consequences for such shareholder. Accordingly, this summary is not intended to be, and should not be construed as, Tax advice and is intended only as a general guide.

This summary is not exhaustive, Irish Holders are advised to consult appropriate independent professional tax advisors with respect to the application of Irish taxation laws to their particular circumstances (and Tax consequences under the laws of other relevant jurisdictions) in relation to the Scheme.

This summary does not address special classes of DCC Energy Shareholders (including Irish Holders), including, but not limited to, dealers in securities, insurance companies, pension schemes, employee share ownership trusts, collective investment undertakings, charities, tax-exempt organisations, financial institutions and close companies, each of which may be subject to special rules not discussed below.

Different Irish Tax considerations may apply to DCC Energy Participants under the DCC Energy Share Plans. Irish Tax considerations applicable to DCC Energy Participants under the DCC Energy Share Plans will be set forth in the proposals to be made to DCC Energy Participants pursuant to Rule 15 of the Irish Takeover Rules.

(A) Irish taxation on chargeable gains

Irish Holders who receive the Base Consideration under the Scheme for the cancellation or transfer of their DCC Energy Shares may be subject to Irish capital gains tax (in the case of individuals) or Irish corporation tax on chargeable gains (in the case of companies) to the extent that the proceeds realised from such disposition exceed the indexed base cost of their DCC Energy Shares plus incidental selling expenses. The current rate of tax applicable to such chargeable gains is 33%.

If the amount received by an Irish Holder is less than the amount paid by them to acquire the DCC Energy Shares, the difference may give rise to an allowable loss for Irish tax purposes, which may be available to be offset against other chargeable gains arising to the Irish Holder.

In respect of the Technology Disposal Additional Consideration, it may be that, at the time of the disposal by the relevant Irish Holders of the DCC Energy Shares, the receipt of the Technology Disposal Additional Consideration is still contingent upon the Technology Disposal Consideration Conditions being satisfied. The Tax treatment for the purposes of this summary will depend on whether the Technology Disposal Additional Consideration is regarded as ascertainable consideration or unascertainable consideration at the time of the share disposal.

If ascertainable, the full amount of the Cash Consideration will be brought into account as part of the disposal proceeds for the relevant DCC Energy Shares at the disposal date, notwithstanding that payment of the Technology Disposal Additional Consideration is deferred or contingent. If the full amount is included in the computation of the chargeable gain for Irish tax purposes and it is subsequently established the total amount of the Technology Disposal Additional Consideration is not received, the Irish Holder may seek an adjustment, whether by means of discharge or repayment of tax, from the Irish Revenue Commissioners.

Alternatively, if the Technology Disposal Additional Consideration is regarded as unascertainable at the date of disposal, the Irish Holders should be treated as receiving, as part of their disposal proceeds, the market value of a separate right to receive the Technology Disposal Additional Consideration. This is treated as a separate asset and, if the Technology Disposal Additional Consideration Conditions are met and the Technology Disposal Additional Consideration is paid, such proceeds should be treated as a capital receipt from the disposal of a separate asset which may give rise to a chargeable gain or allowable loss of the Irish Holder.

As noted above, Irish Holders are advised to consult appropriate independent professional tax advisors in relation to the tax implications (including any foreign exchange implications) of the Scheme.

Irish Holders - individuals

Irish Holders who are individuals that are resident or ordinarily resident in Ireland for Tax purposes, or Irish Holders that use or hold their DCC Energy Shares in connection with a trade carried on by such persons through an Irish branch or agency, or otherwise for the purposes of a branch or agency in Ireland, should generally be within the charge to Irish capital gains tax on the disposal of their DCC Energy Shares by way of the cancellation or transfer of their DCC Energy Shares pursuant to the Scheme.

An annual exemption allows individuals to realise chargeable gains of up to €1,270 in each tax year without giving rise to capital gains tax. This exemption may not be transferred between spouses. Irish Holders are required, under Ireland's self-assessment system, to file a Tax Return reporting the cancellation or transfer of their DCC Energy Shares and any chargeable gains realised. Capital gains tax is payable on 15 December in any year for gains realised in the period 1 January to 30 November of that year and on 31 January of the following year for gains made in the period from 1 December to 31 December.

Irish Holders who are individuals and who are temporarily non-resident in Ireland for Irish tax purposes may, under Irish legislation, be liable to Irish capital gains tax on any chargeable gain realised pursuant to the Scheme, during the period in which the individual is non-resident.

Irish Holders - corporate shareholders

An Irish Holder that is an Irish Tax resident company, or a company which uses or holds its DCC Energy Shares in connection with a trade carried on by such company through an Irish branch or agency, or otherwise for the purposes of a branch or agency in Ireland, may be liable to corporation tax on chargeable gains arising on the disposal of the DCC Energy Shares pursuant to the Scheme. The chargeable gain is calculated by reference to the amount received less the indexed cost paid by the Irish Holder to acquire the DCC Energy Shares and any relevant incidental costs of acquisition or disposal thereon. The effective rate of Irish corporation tax on chargeable gains is currently 33%.

Any corporation tax payable will be returned as corporation tax in the Irish Holder's corporation Tax Return and will be payable along with the corporation Tax liability for the relevant period.

Certain Irish corporates holding at least 5 per cent of the issued ordinary share capital of DCC Energy may, subject to the satisfaction of the relevant requirements, be able to claim the substantial shareholding exemption so that no tax liability crystallises in respect of the disposal of the DCC Energy Shares. Various conditions attach to this exemption and corporate holders should seek their own tax advice as to whether this exemption would apply in their specific circumstances.

Non-Irish resident shareholders

This section applies to Holders who are not resident or ordinarily resident in Ireland for Tax purposes and who do not use or hold, and did not acquire, their DCC Energy Shares in connection with a trade or business carried on by such Holders through an Irish branch or agency, or otherwise for the purposes of an Irish branch or agency. Such Holders should not be subject to Irish capital gains tax on the cancellation or disposal of their DCC Energy Shares provided the DCC Energy Shares are quoted on a stock exchange at the time that the relevant disposal of the DCC Energy Shares takes place, or do not derive the greater part of their value from assets outlined in Section 29 of the Taxes Consolidation Act 1997.

(B) Stamp duty

No Irish stamp duty should be payable by Irish Holders of DCC Energy Shares on the cancellation or transfer of their DCC Energy Shares pursuant to the Scheme.

9.2 **UK Tax considerations**

The following paragraphs, which are intended as a general guide only, are based on current UK legislation and the current published practice of HM Revenue & Customs ("**HMRC**") as at the date of this Scheme Document. They summarise certain limited aspects of the UK taxation treatment of disposing of DCC Energy Shares under the Scheme, and in Section 9.2(A) they relate only to the position of individual and corporate DCC Energy Shareholders who are resident in the UK for taxation purposes and hold their DCC Energy Shares beneficially as an investment ("**UK Holders**").

The treatment may be different, and is not considered here, for certain DCC Energy Shareholders such as dealers in securities, those exempt from taxation, insurance companies, collective investment vehicles and those who acquired their DCC Energy Shares by reason of an office or employment (or are treated as having acquired their DCC Energy Shares by reason of an office or employment).

Different UK Tax considerations may apply to DCC Energy Participants under the DCC Energy Share Plans. UK Tax considerations applicable to DCC Energy Participants under the DCC Energy Share Plans will be set forth in the proposals to be made to DCC Energy Participants pursuant to Rule 15 of the Irish Takeover Rules.

As to the position in Ireland, see under "Irish Tax considerations" above.

If you are in any doubt as to your taxation position or if you are subject to taxation in any jurisdiction other than Ireland or the UK, you should consult an appropriate professional advisor without delay.

(A) UK taxation on chargeable gains

UK Holders who receive Consideration under the Scheme for their DCC Energy Shares may be subject to UK capital gains tax (in the case of individual shareholders) or UK corporation tax (in the case of corporate shareholders) to the extent that, after taking into account any other relief or allowances, the proceeds realised from such disposition (including the Base Consideration and (as discussed further below) an amount in respect to the Technology Disposal Additional Consideration) exceed the base cost of their DCC Energy Shares plus incidental buying and selling expenses.

UK Holders - individuals

Generally, rates of UK capital gains tax in respect of the disposal of shares are 18% for basic rate taxpayers and 24% for higher rate taxpayers but will depend on the level of an individual's total taxable income. Subject to other capital gains arising in the tax year of the disposal of the DCC Energy Shares, individual UK Holders will be entitled to an annual capital gains exempt amount which for the 2026/2027 tax year amounts to GBP 3,000. Individual UK Holders should note that the annual capital gains exemption is an annual exemption available in respect of the total taxable gains of an individual for the relevant tax year. This exemption may not be transferred between spouses.

UK capital gains tax is payable on 31 January following the end of the tax year in which the disposal is made (i.e. for disposals made between 6 April 2026 and 5 April 2027, UK capital gains tax would be payable by 31 January 2028).

UK Holders - corporate shareholders

Subject to available exemptions, reliefs, allowances and/or allowable losses, UK Holders within the charge to corporation tax will be subject to corporation tax on any chargeable gain arising on the disposal of their DCC Energy Shares pursuant to this Scheme. UK corporation tax is currently charged at 25%.

Please note that 31 December 2017 is the latest date up to which indexation allowance can be calculated.

Technology Disposal Additional Consideration

It may not be possible for the amount of the Technology Disposal Additional Consideration (if any) to be determined until after the Effective Date (for example, if the Technology Disposal Consideration Conditions are not satisfied by then). In that case, (i) the Technology Disposal Additional Consideration is likely to be treated as unascertainable deferred consideration for the purposes of UK taxation on chargeable gains, and (ii) UK Holders should be treated as receiving, as part of the proceeds for the disposal of their DCC Energy Shares, the market value as at the Effective Date of a separate right to receive the Technology Disposal Additional Consideration (the "**TDAC Right**"), rather than the Technology Disposal Additional Consideration itself. This TDAC Right should generally be treated as a separate chargeable asset for the purposes of UK taxation on chargeable gains with a base cost equal to the market value of the TDAC Right as at the Effective Date. The subsequent receipt (or non-receipt) of the Technology Disposal Additional Consideration should be treated as a separate disposal of that asset for the purposes of UK taxation on chargeable gains, which may give rise to a further chargeable gain or allowable loss at that later time.

Where an allowable capital loss arises to a UK Holder on a disposal of their TDAC Right, an individual UK Holder may generally set that allowable capital loss against a chargeable gain realised by the relevant UK Holder in the same or a subsequent tax year or, if the relevant statutory conditions are met and a valid election is made under Section 279A of the Taxation of Chargeable Gains Act 1992, treat that allowable capital loss as accruing in the same tax year as the Effective Date. A UK Holder within the charge to UK corporation tax on chargeable gains may generally set that allowable capital loss against a chargeable gain realised by the relevant UK Holder in the same or a subsequent accounting period.

If the amount of the Technology Disposal Additional Consideration (if any) can be determined by the Effective Date, the full amount of the consideration should be brought into account as part of the disposal proceeds for the relevant DCC Energy Shares at the Effective Time, notwithstanding that payment is deferred or contingent.

(B) UK Stamp duty and stamp duty reserve tax ("SDRT")

No UK stamp duty or SDRT will be payable by DCC Energy Shareholders as a result of the cancellation of DCC Energy Shares for cash transactions implemented pursuant to the Scheme.

(C) Other Tax Considerations

In relation to the Global Anti-Base Erosion Model Rules (Pillar 2), subject to the satisfaction of various requirements, gains and losses arising from the disposal of shareholdings may be excluded from a calculation of "GloBE Income". Corporate Shareholders who are subject to Pillar 2 should seek advice from their tax advisors in respect of the application of the provisions.

No withholding tax is expected to apply on the payment of the Base Consideration or the Technology Disposal Additional Consideration.

10. Cash Confirmation

Goldman Sachs and Morgan Stanley, as lead financial advisors to the Consortium and Bidco, are satisfied that resources are available to Bidco sufficient to satisfy in full the aggregate Base Consideration payable to DCC Energy Shareholders under the terms of the Scheme.

11. No significant change

Save as set out in the 2026 Full Year Results, the 2026 Annual Report and the AGM Trading Statement, there has been no material change in the financial or trading position of DCC Energy since 31 March 2026, being the date to which the latest published audited financial statements of DCC Energy were drawn up.

12. Consents

12.1 J.P. Morgan Cazenove has given and not withdrawn its written consent to the inclusion in this Scheme Document of the references to its name in the form and context in which they appear.

12.2 UBS has given and not withdrawn its written consent to the inclusion in this Scheme Document of the references to its name in the form and context in which they appear.

12.3 Davy has given and not withdrawn its written consent to the inclusion in this Scheme Document of the references to its name in the form and context in which they appear.

12.4 Goldman Sachs has given and not withdrawn its written consent to the inclusion in this Scheme Document of the references to its name in the form and context in which they appear.

12.5 Morgan Stanley has given and not withdrawn its written consent to the inclusion in this Scheme Document of the references to its name in the form and context in which they appear.

12.6 Barclays has given and not withdrawn its written consent to the inclusion in this Scheme Document of the references to its name in the form and context in which they appear.

12.7 BNP Paribas has given and not withdrawn its written consent to the inclusion in this Scheme Document of the references to its name in the form and context in which they appear.

13. Documents available for inspection

Copies of the following documents will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on ECP's website (https://www.ecpgp.com/announcements), KKR's website (https://www.documentdisplay.com/) and DCC Energy's website (https://www.dccenergy.com/offer-for-dccenergy) and will be available for inspection during usual business hours on any Business Day from the date of this Scheme Document until completion of the Acquisition at the offices of William Fry LLP, 2 Grand Canal Square, Dublin 2, D02 A342, Ireland:

13.1 the Confidentiality Agreement;

13.2 the Rule 2.7 Announcement and all other announcements which have been made relating to the Acquisition and are required to be published pursuant to Rule 26.2 of the Irish Takeover Rules;

13.3 this Scheme Document dated 24 August 2026;

13.4 the Transaction Agreement;

13.5 the memorandum and articles of association of DCC Energy;

13.6 the constitution of Bidco;

13.7 the 2026 Annual Report;

13.8 the 2025 Annual Report;

13.9 the AGM Trading Statement;

13.10 the written consents referred to in paragraph 12 of this Part VIII;

13.11 each of the irrevocable undertakings referred to in paragraph 6 of Part I (*Letter from the Chair of DCC Energy plc)* of this Scheme Document;

13.12 the Bid Conduct Agreement;

13.13 the Interim Facilities Agreement;

13.14 the ECP ECL and the KKR ECL;

13.15 a full list of all DCC Energy Shares repurchased by DCC Energy as part of its on-market share buyback programme during the disclosure period; and

13.16 a full list of all dealings in relevant DCC Energy securities by BNP Paribas during the disclosure period.

14. Sources of information and bases of calculation

In this Scheme Document, unless otherwise stated or the context otherwise requires, the bases of calculation and sources of information are as described below.

(a) The financial information relating to DCC Energy is extracted from the 2026 Annual Report.

(b) The value of the Acquisition is based upon the Cash Consideration due under the terms of the Acquisition and on the basis of the fully diluted share capital of DCC Energy referred to in paragraph (i) below.

(c) The value attributed to the entire issued and to be issued ordinary share capital of DCC Energy of £5.63 billion, is calculated based on the Base Consideration payable by Bidco to DCC Energy Shareholders under the terms of the Acquisition of 6,525 pence for each DCC Energy Share, multiplied by the fully diluted share capital of DCC Energy set out in paragraph (i) below.

(d) The Base Consideration and Final Dividend together value the entire issued and to be issued share capital of DCC Energy at approximately £5.75 billion.

(e) The statements that: (A) the Base Consideration; and (B) the Base Consideration and Final Dividend together each represent a meaningful premium to DCC Energy's average trading multiple since setting out the updated strategy for DCC Energy in 2022, are made on the basis of:

(i) the price to earnings multiple implied by (as applicable): (A) the Base Consideration; or (B) the Base Consideration and Final Dividend together, calculated with reference to:

(A) the value attributed to the entire issued and to be issued ordinary share capital of DCC Energy of £5.63 billion in paragraph (c) above in the case of statement (A) and of £5.75 billion in paragraph (d) above in the case of statement (B); and

(B) the DCC Energy adjusted profit after tax (on a constant currency basis) of £409 million as reported in the DCC Energy Public Report for the year ended 31 March 2026, published on 19 May 2026; and

(ii) the average trading multiple of DCC Energy since setting out its updated strategy on 17 May 2022 calculated with reference to:

(A) the Closing Price per DCC Energy Share during this period, derived from FactSet; and

(B) the daily trailing-twelve-months earnings per share, derived from FactSet.

(f) Unless otherwise stated, all prices for DCC Energy Shares are the relevant Closing Price as at the relevant date.

(g) The Closing Prices and volume weighted average prices have been derived from Bloomberg data and have been rounded to the nearest decimal place.

(h) The median twelve-month forward target price as of the Undisturbed Date has been derived from Bloomberg, based on the twelve-month forward target prices of the analysts included on a non-selective basis, as set out in the table below:

Firm	**Date of Analyst Target Price Disclosure**	**Target Price**
Morgan Stanley	27 April 2026	£59.00
BNP Paribas	14 April 2026	£60.00
Peel Hunt	23 March 2026	£56.35
Berenberg	19 March 2026	£63.00
Goodbody	10 March 2026	£60.00
Stifel	27 February 2026	£64.00
Davy	10 February 2026	£90.00
RBC Capital	4 February 2026	£54.00
Jefferies	4 February 2026	£61.00
Panmure Liberum	4 February 2026	£47.08
UBS	4 February 2026	£65.00
Deutsche Bank	4 February 2026	£55.00
Median		**£60.00**

(i) The fully diluted ordinary share capital of DCC Energy was 86,243,641 DCC Energy Shares as at the Latest Practicable Date, based on:

(i) 87,609,229 DCC Energy Shares in issue as at the Latest Practicable Date (inclusive of DCC Energy Shares held in treasury);

(ii) *less*, 2,185,094 DCC Energy Shares held in treasury as at the Latest Practicable Date;

(iii) *plus*, a maximum of 819,506 DCC Energy Shares which may be issued on or after the date of this Scheme Document pursuant to the DCC Energy Share Plans.

(j) Certain figures included in this Scheme Document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables or forms may vary slightly and figures shown as totals in certain tables or forms may not be an exact arithmetic aggregation of the figures that precede them.

15. Ratings

Prior to the commencement of the Offer Period: (i) the credit rating assigned to DCC Energy by Fitch was BBB, 'Stable' outlook: and (ii) the credit rating assigned to DCC Energy by S&P Global Ratings was BBB, 'Stable' outlook. There has been no change to these ratings or outlooks during the Offer Period.

16. Other information

16.1 No agreement, arrangement or understanding (including any compensation arrangement) having any connection with or dependence upon the Acquisition exists between ECPM, KKR L.P., Bidco or any person Acting in Concert with ECPM, KKR L.P. or Bidco and any of the directors or recent directors, shareholders or recent shareholders of DCC Energy or persons interested or recently interested in relevant DCC Energy securities. In this paragraph 16.1, "recent" means within the disclosure period (as defined in paragraph 4 of this Part VIII).

16.2 No agreement, arrangement or understanding exists whereby ownership of any DCC Energy Shares acquired in pursuance of the Acquisition will be transferred to any other person.

16.3 No arrangement (as defined in paragraph 4 of this Part VIII) exists between ECPM, KKR L.P., Bidco or any person Acting in Concert with ECPM, KKR L.P. or Bidco, and any other person.

16.4 No arrangement (as defined in paragraph 4 of this Part VIII) exists between DCC Energy, or any party Acting in Concert with DCC Energy, and any other person.

16.5 Subject to the terms of the Transaction Agreement, each of DCC Energy, ECP, KKR and Bidco will pay its own expenses in connection with the Acquisition, except that DCC Energy will pay the cost of, and expenses associated with, the printing, publication and posting of this Scheme Document and Bidco shall pay the Irish Takeover Panel's document review charge.

16.6 The Bid Conduct Agreement provides that KKR and ECP will unanimously make all material decisions with respect to the conduct of the Acquisition, and that KKR and ECP will co-operate and work together in good faith in connection with the implementation and conduct of the Acquisition, give due consideration and regard to the views of the other party (acting reasonably) regarding the terms, implementation and conduct of, and negotiations relating to, the Acquisition, ensure reasonable endeavours are used to implement the Acquisition and not do anything which might reasonably be expected to be prejudicial to the completion or timing of the Acquisition. It also includes customary standstill undertakings on the part of KKR and ECP and their concert parties. The Bid Conduct Agreement terminates: (i) by a unanimous written decision by KKR and ECP; (ii) if the offer lapses or is withdrawn (including if it has not become effective or unconditional in all respects by the longstop date); (iii) on a competitive offer in relation to DCC Energy becoming effective or unconditional in all respects; or (iv) on announcement by the Consortium of its intention not to make the offer.

16.7 As further described in paragraph 7 of this Part VIII in respect of the Expenses Reimbursement Provisions, the Transaction Agreement provides that, if the Transaction Agreement is terminated under certain circumstances, DCC Energy will reimburse Bidco for an amount equal to the documented, specific, quantifiable third party costs and expenses incurred by KKR, ECP, Bidco or any member of the KKR Group or the ECP Group, or on its or their behalf, for the purposes of, in preparation for, or in connection with the Acquisition. The maximum amount payable by DCC Energy to Bidco as expenses reimbursement shall not exceed 1% of the aggregate Base Consideration payable in respect of each issued and to be issued DCC Energy Share that is subject of the Acquisition, other than the Excluded Shares.

16.8 For the purpose of the Irish Takeover Rules, each of the following persons is regarded as Acting in Concert with ECPM, and/or KKR L.P. and/or Bidco in connection with the Acquisition:

(a) each member of the Wider Bidco Group;

(b) the Bidco Directors;

(c) the ECP Responsible Persons;

(d) the KKR Responsible Persons;

(e) Morgan Stanley & Co. International plc (financial advisor to the Consortium) having its office at 25 Cabot Square, Canary Wharf, London, E14 4QA, and any persons (other than exempt principal traders or exempt fund managers) controlling, controlled by, or under the same control as Morgan Stanley & Co. International plc;

(f) Goldman Sachs International (financial advisor to the Consortium) having its office at Plumtree Court, 25 Shoe Lane, London, United Kingdom, EC4A 4AU, and any persons (other than exempt principal traders or exempt fund managers) controlling, controlled by, or under the same control as Goldman Sachs International;

(g) Barclays Bank plc (financial advisor to Bidco and the Consortium) having its office at 1 Churchill Place, London, E14 5HP, and any persons (other than exempt principal traders or exempt fund managers) controlling, controlled by, or under the same control as Barclays Bank plc;

(h) BNP Paribas (financial advisor to Bidco and the Consortium) having its office at 16 Boulevard des Italiens, 75009 Paris, France, and any persons (other than exempt principal traders or exempt fund managers) controlling, controlled by, or under the same control as BNP Paribas;

(i) partners and members of the professional staff of Matheson LLP (Irish legal advisor to ECP and Bidco) having its office at 70 Sir John Rogerson's Quay, Grand Canal Dock, Dublin 2, D02 R296, Ireland, who are actively engaged in relation to the Scheme or who are customarily engaged in the affairs of ECP or Bidco or who have been engaged in those affairs since 29 April 2024;

(j) partners and members of the professional staff of Gibson, Dunn & Crutcher UK LLP (English legal advisor to Bidco and KKR) having its office at Telephone House, 2-4 Temple Avenue, Temple, London, EC4Y 0HB, United Kingdom, who are actively engaged in relation to the Scheme or who are customarily engaged in the affairs of Bidco or KKR or who have been engaged in those affairs since 29 April 2024;

(k) partners and members of the professional staff of Latham & Watkins (London) LLP (English legal advisor to ECP and Bidco) having its office at 1 Leadenhall Street, London EC3V 1AA, United Kingdom, who are actively engaged in relation to the Scheme or who are customarily engaged in the affairs of ECP or Bidco or who have been engaged in those affairs since 29 April 2024;

(l) partners and members of the professional staff of Arthur Cox LLP (Irish legal advisor to KKR) having its office at 10 Earlsfort Terrace, Dublin 2, D02 T380, Ireland, who are actively engaged in relation to the Scheme or who are customarily engaged in the affairs of KKR or who have been engaged in those affairs since 29 April 2024;

(m) partners and members of the professional staff of Kirkland & Ellis International LLP (English legal advisor to Bidco and the Consortium) having its office at 40 Leadenhall St, London EC3A 2AA, United Kingdom, who are actively engaged in relation to the Scheme or who are customarily engaged in the affairs of Bidco or the Consortium or who have been engaged in those affairs since 29 April 2024;

(n) partners and members of the professional staff of Baker & McKenzie LLP (English legal advisor to Bidco and the Consortium) having its office at 280 Bishopsgate, London EC2M 4AG, United Kingdom, who are actively engaged in relation to the Scheme or who are customarily engaged in the affairs of Bidco or the Consortium or who have been engaged in those affairs since 29 April 2024;

(o) partners and members of the professional staff of PricewaterhouseCoopers LLP (tax advisor to Bidco and the Consortium), having its registered office at 1 Embankment Place, London, WC2N 6RH, who are actively engaged in relation to the Scheme or who are customarily engaged in the affairs of Bidco or the Consortium or who have been engaged in those affairs since 29 April 2024;

(p) FGS Global (public relations advisor to the Consortium) having its registered office at 3 Christchurch Square, Dublin 8, D08 V0VE and any persons controlling, controlled by, or under the same control as FGS Global;

(q) StepStone (an equity co-investor of the Consortium) being a Delaware corporation trading on the NASDAQ Global Select Market (NASDAQ: STEP) having its registered office at c/o Corporation Trust Center, 1209 Orange Street, Wilmington DE, United States;

(r) Caisse de retraite d'Hydro-Québec (an equity co-investor of the Consortium) having its registered office at 75 René-Lévesque West, 5th Floor, Montréal, Québec, H2Z1A4 Canada; and

(s) VB PTC Establishment as Trustee of Gersec Trust (an equity co-investor of the Consortium) having its registered office at 5 Meierhofstrasse 9490 Vaduz, Liechtenstein.

16.9 For the purpose of the Irish Takeover Rules, each of the following persons is regarded as Acting in Concert with DCC Energy in connection with the Acquisition:

(a) each member of the Wider DCC Energy Group;

(b) the directors of DCC Energy;

(c) J.P. Morgan Cazenove (financial advisor to DCC Energy) having its registered office at 60 Victoria Embankment, London, EC4Y 0JP, United Kingdom, and any persons (other than exempt principal traders or exempt fund managers) controlling, controlled by, or under the same control as J.P. Morgan Cazenove;

(d) UBS (financial advisor and Rule 3 advisor to DCC Energy) having its registered office at 5 Broadgate, London, EC2M 2QS, United Kingdom, and any persons (other than exempt principal traders or exempt fund managers) controlling, controlled by, or under the same control as UBS;

(e) Davy (financial advisor to DCC Energy) having its registered office at Davy House 49 Dawson Street, Dublin 2, D02 PY05, Ireland, and any persons (other than exempt principal traders or exempt fund managers) controlling, controlled by, or under the same control as Davy;

(f) partners and members of the professional staff of William Fry LLP (Irish legal advisor to DCC Energy) having its office at 2 Grand Canal Square, Dublin 2, D02 A342, Ireland, who are actively engaged in relation to the Scheme or who are customarily engaged in the affairs of DCC Energy or who have been engaged in those affairs since 29 April 2024;

(g) partners and members of the professional staff of Cleary Gottlieb Steen & Hamilton LLP (English legal advisor to DCC Energy) having its office at 2 London Wall Place, Barbican, London, EC2Y 5AU, United Kingdom, who are actively engaged in relation to the Scheme or who are customarily engaged in the affairs of DCC Energy or who have been engaged in those affairs since 29 April 2024;

(h) partners and members of the professional staff of PwC, a general liability partnership established under the laws of Ireland having its principal place of business at One Spencer Dock, North Wall Quay, Dublin 1, Ireland, (tax advisor to DCC Energy), who are actively engaged in relation to the Scheme or who are customarily engaged in the affairs of DCC Energy or who have been engaged in those affairs since 29 April 2024; and

(i) Sodali & Co (public relations advisor to DCC Energy) having its registered office at 122 Leadenhall Street, City of London, EC3V 4AB, UK, and any persons controlling, controlled by, or under the same control as Sodali & Co.

PART IX - DEFINITIONS

In this Scheme Document, the following terms have the following meanings unless otherwise stated:

"**2025 Annual Report**"	the annual report and audited accounts of DCC Energy for the twelve-month period ended on 31 March 2025;
"**2026 Annual Report**"	the annual report and audited accounts of DCC Energy for the twelve-month period ended on 31 March 2026;
"**2026 Full Year Results**"	the announcement of DCC Energy's financial results for the twelve-month period ended on 31 March 2026 published on 19 May 2026;
"**Acquisition**"	the proposed acquisition by Bidco of the DCC Energy Shares (other than the Excluded Shares) by means of the Scheme or (with the consent of the Irish Takeover Panel and subject to the terms of the Transaction Agreement) a Takeover Offer (and any such Scheme or Takeover Offer as it may be revised, amended, renewed or extended from time to time) including the payment by Bidco of the Cash Consideration pursuant to the Scheme or such Takeover Offer, as described in the Rule 2.7 Announcement and provided for in the Transaction Agreement;
"**Act**"	the Companies Act 2014 of Ireland, all enactments which are to be read as one with, or construed or read together as one with the Companies Act 2014 of Ireland and every statutory modification and re-enactment thereof for the time being in force;
"**Acting in Concert**"	the meaning given to that term in Rule 2.1 of Part A of the Irish Takeover Rules, and "**Concert Parties**" shall mean two or more persons who are Acting in Concert;
"**Affiliate**"	in relation to any person, any other person that, directly or indirectly, controls, is controlled by, or is under common control, with, such first person (as used in this definition, control (including, with its correlative meanings, controlled by and under common control with) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a person, whether through the ownership of securities or partnership or other ownership interests, by Contract or otherwise);
"**AGM Trading Statement**"	the AGM trading Statement released by DCC Energy through a Regulatory Information Service on 16 July 2026;
"**Announcement**" or "**Rule 2.7 Announcement**"	the joint announcement by DCC Energy and Bidco in respect of the Acquisition pursuant to Rule 2.7 of the Irish Takeover Rules on 27 July 2026, including its summary and appendices;
"**Authorisations**"	authorisations, orders, recognitions, grants, consents, clearances, confirmations, licences, permissions, exemptions or approvals used by the DCC Energy Group in carrying on its business;
"**Base Consideration**"	6,525 pence in cash per DCC Energy Share;

"**Bid Conduct Agreement**"	the bid conduct agreement dated 27 July 2026 entered into between ECP Dragon Holdco Ltd and Krypton Holdco II Limited;
"**Bidco**"	Dragon Bidco Limited, a newly formed company incorporated in Ireland with registered number 816049, having its registered office at 32 Molesworth Street, Dublin 2, D02 Y512;
"**Bidco Directors**" or "**Bidco Board**"	the board of directors of Bidco from time to time and for the time being;
"**Bidco Group**"	Bidco, all of its Subsidiaries and Holding Companies and any other Subsidiary of any such Holding Company;
"**Board**"	the board of directors of DCC Energy or Bidco, as the context requires;
"**book-entry form**"	where a share or other security is recorded on the Register of Members, excluding the holding of Euroclear Nominees;
"**Broadridge**"	Broadridge Financial Solutions Limited;
"**Business Day**"	any day, other than a Saturday or Sunday, or public holiday in Dublin, London or New York;
"**Cancellation Record Time**"	11:59 p.m. on the day before the Court Hearing;
"**Cancellation Shares**"	the DCC Energy Shares in issue prior to the Cancellation Record Time but excluding the Excluded Shares;
"**Cash Consideration**"	the aggregate of the Base Consideration and, if payable, the Technology Disposal Additional Consideration;
"**CDI Holders**"	the holder(s) of DCC Energy CDIs from time to time and "**CDI Holder**" means any one of them;
"**Closing Price**"	the closing middle market price for a DCC Energy Share on the Main Market of the London Stock Exchange (being the primary market on which DCC Energy Shares are listed) on the relevant date, as derived from Bloomberg;
"**Combined Group**"	the combined DCC Energy Retained Group and Bidco Group following the Acquisition becoming Effective;
"**Conditions**"	the conditions to the Scheme and the Acquisition set out in Part VI (*Conditions and Further Terms of the Acquisition and the Schem*e) of this Scheme Document, and "**Condition**" means any one of the Conditions;
"**Confidentiality Agreement**"	the non-disclosure agreement dated 5 June 2026 between DCC Energy and Affiliates of KKR and ECP, as such agreement was amended and restated on 13 June 2026, and as it may be further amended, amended and restated and/or varied from time to time;
"**Consortium**"	the consortium comprising: (a) funds and investment vehicles advised by Energy Capital Partners Management, LP and its affiliates; and (b) funds and investment vehicles advised by Kohlberg Kravis Roberts & Co. L.P. and its affiliates;

"**Contract**"	any legally binding written, oral or other agreement, amendment, contract, subcontract, lease, understanding, instrument, note, debenture, indenture, warrant, option, warranty, purchase order, licence, sub-licence, insurance policy or other similar legally binding commitment or undertaking of any nature;
"**Court**" or "**High Court**"	the High Court of Ireland;
"**Court Hearing**" or "**Scheme Court Hearing**"	the hearing by the High Court of the application to sanction the Scheme under Section 453 of the Act;
"**Court Order**" or "**Order**"	the order or orders of the High Court sanctioning the Scheme pursuant to Section 453(2)(c) of the Act and to confirm the related Reduction of Capital;
"**CREST**"	the computerised settlement system operated by EUI which facilitates the paperless settlement of trades in securities and the holding of securities;
"**DCC Energy**" or the "**Company**"	DCC Energy plc, a company incorporated in Ireland with registered number 54858, having its registered office at Leopardstown Road, Foxrock, Dublin 18, Ireland;
"**DCC Energy 2009 LTIP**"	the DCC PLC Long Term Incentive Plan 2009;
"**DCC Energy 2021 LTIP**"	the DCC PLC Long Term Incentive Plan 2021;
"**DCC Energy ADSs**"	any American depositary shares representing interests in DCC Energy Shares held through one or more depositary banks and evidenced by American depositary receipts issued pursuant to an American depositary receipt programme established without the participation, sponsorship or involvement of DCC Energy;
"**DCC Energy Alternative Proposal**"	any bona fide enquiry, approach, communication, expression of interest, proposal or bona fide offer made by any person (other than a proposal or firm intention to make an offer pursuant to Rule 2.7 of the Irish Takeover Rules by Bidco (or any other vehicle indirectly wholly owned by funds managed and/or advised by Affiliates of ECP Aggregator and KKR Aggregator) or any of its Concert Parties), in each case in any form and whether as part of a single transaction or a linked series of transactions, in respect of: (a) the acquisition of DCC Energy by scheme of arrangement or takeover offer; (b) other than the Technology Disposal, the direct or indirect acquisition by any person of 10% or more of the assets, taken as a whole, of the DCC Energy Group, measured by either book value or fair market value (including equity securities of any member of the DCC Energy Group); (c) a merger, reorganisation, share exchange, consolidation, business combination, recapitalisation, dissolution, liquidation or similar transaction involving DCC Energy as a result of which the holders of DCC Energy Shares immediately prior to such transaction would not, in the aggregate, own at least 90% of the voting power of the surviving or resulting entity in such

	transaction immediately after consummation of such transaction; or (d) the direct or indirect acquisition by any person (or the shareholders or stockholders of such person) of more than 10% of the voting power or the issued share capital of DCC Energy, including any offer or exchange offer that if consummated would result in any person beneficially owning shares with more than 10% of the voting power of DCC Energy;
"**DCC Energy Articles**"	the Articles of Association of DCC Energy as in effect from time to time;
"**DCC Energy Articles Amendment**"	an amendment to the DCC Energy Articles (to be proposed for adoption by DCC Energy Shareholders by special resolution at the EGM to provide that any DCC Energy Shares allotted prior to the Scheme Record Time will be subject to the terms of the Scheme and any DCC Energy Shares allotted on or after the Scheme Record Time will be acquired by Bidco for the same consideration per Scheme Share as shall be payable to Scheme Shareholders by Bidco under the Scheme on the basis that such consideration shall become payable in respect of each DCC Energy Share within fourteen (14) calendar days following the allotment of such DCC Energy Shares;
"**DCC Energy Board**"	the board of directors of DCC Energy from time to time and for the time being;
"**DCC Energy Cash LTIP**"	the DCC Energy plc Cash LTI Plan 2026 and each predecessor plan;
"**DCC Energy Cash LTIP Committee**"	the committee with responsibility for administering the DCC Energy Cash LTIP;
"**DCC Energy CDIs**"	English law securities issued by CREST Depository Limited that represent a CREST member's interest in DCC Energy Shares, with each DCC Energy CDI representing one DCC Energy Share;
"**DCC Energy Change of Recommendation**"	the meaning given to that term in clause 5.2.5(c) of the Transaction Agreement;
"**DCC Energy DBA**"	the DCC Energy plc deferred bonus arrangement for executive directors of DCC Energy;
"**DCC Energy Directors**" or "**directors of DCC Energy**"	the members of the DCC Energy Board from time to time;
"**DCC Energy EMSS**"	the DCC Management Services Employee Matching Share Scheme;
"**DCC Energy Group**"	DCC Energy and its Subsidiaries;
"**DCC Energy LTIPs**"	the DCC Energy 2009 LTIP and the DCC Energy 2021 LTIP;
"**DCC Energy Participant**"	the holder of a DCC Energy Share Award;
"**DCC Energy Public Report**"	the annual report and audited financial statements of DCC Energy for the twelve (12) months ended 31 March 2026 published on 17 June 2026;
"**DCC Energy Remuneration Committee**"	the remuneration committee of the DCC Energy Board from time to time;

"**DCC Energy Retained Group**"	the DCC Energy Group excluding the Nexora Group;
"**DCC Energy Share Award**"	a contingent right or option to acquire, and/or in the case of the DCC Energy DBA or the DCC Energy EMSS, to become legally and beneficially entitled to, DCC Energy Shares granted under the DCC Energy Share Plans;
"**DCC Energy Share Plans**"	the DCC Energy 2009 LTIP; the DCC Energy 2021 LTIP; the DCC Energy DBA; and the DCC Energy EMSS;
"**DCC Energy Share**" or "**DCC Energy Shares**"	the ordinary shares of €0.25 each in the share capital of DCC Energy (and, except where the context otherwise requires, includes: (a) DCC Energy Shares represented by DCC Energy ADSs; and (b) DCC Energy Shares represented by DCC Energy CDIs);
"**DCC Energy Shareholders**"	the holders of DCC Energy Shares;
"**DCC Energy Superior Proposal**"	a written bona fide DCC Energy Alternative Proposal (where each reference to 10% and 90% set out in the definition of such term shall be deemed to refer to 50%) that (a) is not subject to due diligence or definitive documentation (other than their execution) and (b) the DCC Energy Board determines in good faith (following consultation with DCC Energy's financial advisors and outside legal counsel) is more favourable to DCC Energy Shareholders than the Acquisition, taking into account any revisions to the terms of the Acquisition proposed by Bidco in accordance with clause 5.2.6 of the Transaction Agreement and such financial (including, where such DCC Energy Alternative Proposal is not in respect of an acquisition of the entire issued and outstanding share capital of DCC Energy, the total proceeds and value that may be due to DCC Energy Shareholders), regulatory, anti-trust, legal, structuring, timing and other aspects of such proposal (including, for the avoidance of doubt, the conditionality and deliverability of any such proposal) as the DCC Energy Board reasonably considers to be appropriate;
"**Disclosed**"	the information disclosed by or on behalf of DCC Energy: (a) in the DCC Energy Public Report; (b) in the Announcement; (c) in any other public announcement to a Regulatory Information Service by or on behalf of DCC Energy prior to the date of the Announcement; (d) fairly in the virtual data room hosted by Datasite in connection with the Acquisition on or prior to the date of the Announcement as made available to Bidco, ECP Aggregator or KKR Aggregator and their Representatives (including in any replies to information requests and any correspondence in connection therewith) not less than forty-eight (48) hours prior to the date of the Announcement; (e) fairly in (i) management presentations and (ii) any formal, scheduled due diligence sessions with

	Bidco, ECP Aggregator and/or KKR Aggregator (or any of their respective Representatives); and (f) otherwise fairly disclosed in writing by or on behalf of DCC Energy to Bidco, ECP Aggregator and/or KKR Aggregator (or any of their respective advisors) prior to the date of the Announcement;
"**EB Participants**"	persons who hold their interests in the Company's shares through a participant account in the Euroclear System;
"**ECP**"	Energy Capital Partners Management, LP and its affiliates and the funds and investment vehicles managed by it and its affiliates;
"**ECP Aggregator**"	ECP Dragon Holdings, L.P;
"**ECP ECL**"	the meaning given to that term in paragraph 8.2 of Part VIII (*Additional Information*) of this Scheme Document;
"**ECP Group**"	ECP and its Affiliates (but excluding any portfolio company or portfolio investment (as such terms are commonly understood in the private equity industry) of any fund or person managed or advised by Energy Capital Partners Management, LP or any of its Affiliates);
"**ECPM**"	Energy Capital Partners Management, LP;
"**ECP Responsible Persons**"	Doug Kimmelman; Pete Labbat; Tyler Reeder; Andrew Gilbert; Rahman D'Argenio; Schuyler Coppedge and Matt DeNichilo;
"**EEA**"	the European Economic Area;
"**Effective**"	(a) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms; or (b) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or having become unconditional in all respects in accordance with the provisions of the Takeover Offer Document and the requirements of the Irish Takeover Rules;
"**Effective Date**"	the date on which the Acquisition becomes Effective;
"**Effective Time**"	the time on the Effective Date at which the Acquisition becomes Effective;
"**EGM**" or "**Extraordinary General Meeting**"	the extraordinary general meeting of DCC Energy Shareholders (and any adjournment thereof) to be convened in connection with the Scheme and expected to be held as soon as the preceding Scheme Meeting shall have been concluded or adjourned (it being understood that if the Scheme Meeting is adjourned, the EGM shall be correspondingly adjourned);
"**EGM Resolutions**"	collectively, the following resolutions to be proposed at the EGM: (a) a special resolution to amend the Memorandum of Association to authorise DCC Energy to enter into the Scheme;

	(b) an ordinary resolution to approve the Scheme and authorise the DCC Energy Board to take all such action as it considers necessary or appropriate to implement the Scheme; (c) a special resolution to cancel, subject to the approval of the High Court, the Cancellation Shares; (d) an ordinary resolution authorising the DCC Energy Board to allot new ordinary shares to Bidco pursuant to the Scheme by capitalisation of the reserve arising from the cancellation of the Cancellation Shares pursuant to the resolution described in the preceding sub-paragraph (c); and (e) a special resolution to approve the DCC Energy Articles Amendment;
"**End Date**"	31 July 2027 or such later date as Bidco and DCC Energy may, with (if required) the consent of the Irish Takeover Panel, agree and (if required) the High Court may allow;
"**EU**"	the European Union;
"**EU Merger Regulation**"	Council Regulation (EC) No. 139/2004 of 20 January 2004 on the control of concentrations between undertakings (the EC Merger Regulation);
"**EUI**"	Euroclear UK & International Limited;
"**euro**" or "**€**" or "**EUR**"	refers to euro, the lawful currency of Ireland;
"**Euroclear Bank**"	Euroclear Bank SA/NV, an international central securities depository and operator of the Euroclear System;
"**Euroclear Nominees**"	Euroclear Nominees Limited, the nominee of Euroclear Bank;
"**Euroclear System**" or "**Euroclear Bank System**"	the securities settlement system operated by Euroclear Bank and governed by Belgian law;
"**Euroclear UK**"	EUI, the operator of CREST;
"**Exchange Rate**"	in relation to any currency to be converted into USD, the spot exchange rate (closing mid-point) for such currency into USD as published in the London edition of the Financial Times first published after the relevant date in respect of such relevant date or, where no such rate of exchange is published in respect of such relevant date, at the rate quoted by Barclays Bank plc as at the close of business in London on such relevant date (or, if such relevant date is not a Business Day, on the Business Day immediately preceding such relevant date) with "relevant date" for these purposes meaning the date of receipt of the Technology Disposal Proceeds by a member of the DCC Energy Retained Group (or, after completion of the Acquisition, a member of the Combined Group);
"**Excluded Shares**"	any DCC Energy Shares that are either: (i) in the beneficial ownership of Bidco; or (ii) held in treasury by DCC Energy, in each case from time to time;
"**Expenses Reimbursement Provisions**"	the provisions set out in clause 9.2 of the Transaction Agreement;

"**Expert**"	the meaning given to that term in the Transaction Agreement;
"**Explanatory Statement**"	the explanatory statement prepared in compliance with Section 452 of the Act and set out in Part III (*Explanatory Statement (in compliance with Section 452 of the Act)*) of this Scheme Document;
"**FCA**"	the Financial Conduct Authority of the United Kingdom, or its successor from time to time;
"**Final Closing Date**"	the meaning given to that term in the Irish Takeover Rules;
"**Final Dividend**"	the final dividend of 147.22 pence per DCC Energy Share for the financial year ended 31 March 2026 (announced by DCC Energy on 19 May 2026) that was approved at DCC Energy's Annual General Meeting held on 16 July 2026 and paid on 23 July 2026 to DCC Energy Shareholders on DCC Energy's Register of Members at the close of business on 29 May 2026;
"**Final Recommendation Change Notice**"	the meaning given to the term in clause 5.2.6 of the Transaction Agreement;
"**Form(s) of Proxy**"	the YELLOW form of proxy for the Scheme Meeting and the PINK form of proxy for the EGM, or either one of them as the context may require;
"**FTSE 100**"	the equity market index maintained by FTSE International Limited and known as the FTSE 100 Index;
"**Governmental Body**"	any Irish, UK or other national or supranational, federal, state, local or other governmental or regulatory authority, agency in any jurisdiction, commission, board, body, bureau, arbitrator, arbitration panel, or other authority in any jurisdiction, including courts and other judicial bodies, or any taxing, revenue, fiscal, competition, antitrust, foreign investment review or supervisory body, central bank or other governmental, trade or regulatory agency or body, securities exchange, stock exchange or any self-regulatory body or authority, including any instrumentality or entity designed to act for or on behalf of the foregoing, in each case, in any jurisdiction (provided it has jurisdiction over the applicable person or its activities or property);
"**Holder(s)**"	in relation to any DCC Energy Share, the member whose name is entered in the Register of Members as the holder of the share, and "**Joint Holders**" shall mean the members whose names are entered in the Register of Members as the joint holders of the share, and includes any person(s) entitled by transmission;
"**Holding Company**"	the meaning given to the term "holding undertaking" in Section 275 of the Act;
"**IFRS**"	the International Financial Reporting Standards adopted by the European Union;
"**Indebtedness**"	the meaning given to that term in the Transaction Agreement;
"**Individual Holder**"	a Holder who is a natural person;

"**Interim Facilities Agreement**"	the interim facility agreement dated 27 July 2026 between, amongst others, the Interim Lenders (as therein defined), the Interim Facility Agent (as therein defined), the Interim Security Agent (as therein defined) and Dragon Finco Limited (an Affiliate of Bidco);
"**Ireland**"	Ireland, excluding Northern Ireland (the counties of Antrim, Armagh, Derry, Down, Fermanagh and Tyrone), and the word "**Irish**" shall be construed accordingly;
"**Ireland-UK Treaty**"	the Ireland-United Kingdom Double Taxation Convention;
"**Irish Holders**"	Holders of DCC Energy Shares that: (a) beneficially own DCC Energy Shares; (b) in the case of Individual Holders, are resident/ordinarily resident and domiciled in Ireland under Irish taxation laws; (c) in the case of Holders that are companies, are resident in Ireland under Irish taxation laws; and (d) are not considered resident in any country other than Ireland for the purposes of any double taxation agreement entered into by Ireland;
"**Irish Takeover Panel**" or "**Panel**"	the Irish Takeover Panel established under the Irish Takeover Panel Act 1997;
"**Irish Takeover Rules**"	the Irish Takeover Panel Act, 1997, Takeover Rules, 2022;
"**Irrecoverable VAT**"	in relation to any person, means any amount in respect of VAT which that person (or a member of the same VAT Group as that person) has incurred (whether by way of being charged such VAT by the supplier or having an obligation to account for such on a reverse charge basis) and in respect of which neither that person nor any other member of the same VAT Group as that person is entitled to a refund (by way of credit or repayment) from any relevant Tax Authority pursuant to and determined in accordance with Section 59 of the Value Added Tax Consolidation Act 2010 and any regulations made under that Act or similar provision in any other jurisdiction;
"**J.P. Morgan Cazenove**"	J.P. Morgan Securities plc, which conducts its UK and Irish investment banking business as J.P. Morgan Cazenove;
"**KKR**"	Kohlberg Kravis Roberts & Co. L.P. and its affiliates;
"**KKR Aggregator**"	KKR Krypton Aggregator LP, formed as a limited partnership under the laws of Ontario, Canada and having its registered office at c/o 152928 Canada Inc., 199 Bay Street, Commerce Court West, Suite 5300, Toronto, Ontario, M5L1B9, Canada;
"**KKR ECL**"	the meaning given to that term in paragraph 8.2 of Part VIII (*Additional Information*) of this Scheme Document;
"**KKR Group**"	KKR L.P. and its Affiliates (but excluding any portfolio company or portfolio investment (as such terms are commonly understood in the private equity industry) of

	any fund or person managed or advised by Kohlberg Kravis Roberts & Co. L.P or any of its Affiliates);
"**KKR L.P.**"	Kohlberg Kravis Roberts & Co. L.P.;
"**KKR Responsible Persons**"	Joseph Bae, Raj Agrawal, Brandon Freiman, Dash Lane, Waldemar Szlezak, Tara Davies, Vincent Policard, David Luboff, Alberto Signori, and James Gordon;
"**Last Accounts Date**"	31 March 2026;
"**Latest Practicable Date**"	17 August 2026, being the latest practicable date prior to printing and publication of this Scheme Document;
"**Law**" or "**law**"	any applicable national, federal, state, local, municipal, foreign, supranational, European Union or other law, statute, constitution, principle of common law, resolution, ordinance, code, agency requirement, licence, permit, edict, binding directive, decree, rule, regulation, judgment, order, injunction, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body;
"**London Stock Exchange**"	London Stock Exchange plc or its successor from time to time;
"**Main Market**"	the Main Market of the London Stock Exchange;
"**Meetings**"	the Scheme Meeting and the Extraordinary General Meeting and includes a reference to either one or both of them, and "**Meeting**" shall be construed accordingly;
"**Memorandum**" or "**Memorandum of Association**"	the Memorandum of Association of DCC Energy as in effect from time to time;
"**Morgan Stanley"**	Morgan Stanley & Co. International plc;
"**Nexora**"	Nexora Consolidated Limited, a company incorporated in the United Kingdom and registered in England and Wales, with company number 17125132;
"**Nexora Business**"	the business carried on by the Nexora Group as at the date of the Announcement;
"**Nexora Group**"	Nexora and its subsidiary undertakings from time to time;
"**Offer Period**"	the offer period (as defined by the Irish Takeover Rules) relating to DCC Energy, which commenced on 29 April 2026;
"**Official List**"	the official list maintained by the FCA pursuant to Part VI of the Financial Services and Markets Act 2000 of the United Kingdom;
"**Originating Notice of Motion**"	the originating notice of motion to be issued by DCC Energy seeking, *inter alia*, an order or orders of the High Court sanctioning the Scheme under Chapter 1 of Part 9 of the Act and confirming the related Reduction of Capital;
"**Overseas Shareholders**"	holders of DCC Energy Shares who are resident in, ordinarily resident in, or citizens of, jurisdictions outside Ireland or the United Kingdom;

"**Party**"	each party to the Transaction Agreement, and "**Parties**" shall be construed accordingly;
"**Permitted Transfer**"	a transfer of the entitlement to receive the Technology Disposal Additional Consideration in accordance with the terms of the Scheme: (a) made by operation of applicable Law or pursuant to an order of a court of competent jurisdiction; or (b) made from a nominee to a beneficial owner and, if applicable, through an intermediary, or from such nominee to another nominee for the same beneficial owner, in each case, other than a transfer to a person who is resident in, or is a citizen of, a Restricted Jurisdiction;
"**Person**" or "**person**"	an individual, group, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organisation or other entity or any relevant governmental authority or any department, agency or political subdivision thereof;
"**pounds**", "**GBP**", "**£**" or "**sterling**"	pounds sterling, the lawful currency of the UK from time to time, and "pence" shall be construed accordingly;
"**PRA**"	the Prudential Regulation Authority of the United Kingdom or its successor from time to time acting in its capacity as the competent authority for the purposes of the Financial Services and Markets Act 2000 of the UK;
"**Reduction of Capital**"	the reduction of the share capital of DCC Energy by the cancellation of the Cancellation Shares to be effected as part of the Scheme pursuant to Sections 84 to 86 of the Act;
"**Register of Members**"	the register of members maintained by DCC Energy pursuant to the Act;
"**Registrar**" or "**DCC Energy's Registrar**"	Computershare Investor Services (Ireland) Limited, a private limited liability company incorporated in Ireland, with registered number 239353, having its registered office at Unit 3100, Lake Drive, Citywest Business Campus Dublin 24, Citywest, Dublin, D24AK82, Ireland;
"**Registrar of Companies**"	the Registrar of Companies in Dublin, Ireland, as defined in Section 2 of the Act;
"**Regulatory Information Service**"	the meaning given to that term by Rule 2.1 of Part A of the Irish Takeover Rules;
"**Relevant Technology Disposal Amount**"	means: (a) the Technology Disposal Proceeds; (b) the Technology Disposal Proceeds Deductions; (c) the Technology Disposal Net Proceeds; and (d) the Technology Disposal Per Share Amount;
"**Resolutions**"	collectively, the Scheme Meeting Resolution and the EGM Resolutions;
"**Restricted Jurisdiction**"	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available in that jurisdiction or would result

	in a requirement to comply with any governmental or other consent or any registration, filing or other formality which is unduly onerous;
"**Sanction Date**"	the date of sanction by the High Court (with or without material modification, but subject to any such modification being acceptable to each of Bidco and DCC Energy acting reasonably), of the Scheme pursuant to Chapter 1 of Part 9 of the Act and the High Court having confirmed the related reduction of capital involved therein;
"**Scheme**" **or** "**Scheme of Arrangement**"	the proposed scheme of arrangement pursuant to Chapter 1 of Part 9 of the Act and the related Reduction of Capital to effect the Acquisition pursuant to the Transaction Agreement, with or subject to any modification, addition or condition which the parties to the Transaction Agreement may mutually agree in writing with the consent (in each case, as required) of the Irish Takeover Panel and the High Court;
"**Scheme Counsel**"	the meaning given to that term in the Transaction Agreement;
"**Scheme Document**"	this document, dated 24 August 2026;
"**Scheme Meeting**"	the meeting of the Holders of such of the Scheme Shares as are in issue at the Voting Record Time convened by order of the High Court pursuant to Section 450(3) of the Act to consider and, if thought fit, approve the Scheme (with or without modification), including any adjournment thereof;
"**Scheme Meeting Resolution**"	the resolution to be considered and voted on at the Scheme Meeting for the purpose of approving and implementing the Scheme;
"**Scheme Record Time**"	6:00 p.m. (London time) on the Business Day immediately prior to the Effective Date (or such other day and/or time as is specified as the record time for determining those DCC Energy Shares that will be subject to the Scheme);
"**Scheme Shareholder(s)**"	the holders of Scheme Shares;
"**Scheme Shares**"	the Cancellation Shares and the Transfer Shares;
"**Senior Management Team**"	the persons holding the office of Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Risk Officer and General Counsel, Group Director of Corporate Development and Chief People Officer in the DCC Energy Group;
"**subsidiary undertaking**" or "**subsidiary**"	the meaning given to the term subsidiary undertaking in Section 275 of the Act;
"**Takeover Offer**" or "**Offer**"	an offer in accordance with clause 3.6 of the Transaction Agreement, for the entire issued and to be issued ordinary share capital of DCC Energy (other than the Excluded Shares), not being a Scheme, including any amendment or revision thereto pursuant to the Transaction Agreement, the full terms of which would be set out in the Takeover Offer Document or (as the case may be) any revised offer document(s);

"**Takeover Offer Document**"	if, following the date of the Transaction Agreement, Bidco elects to implement the Acquisition by way of Takeover Offer in accordance with clause 3.6 of the Transaction Agreement, the document(s) to be sent to DCC Energy Shareholders and others by or on behalf of Bidco (or such other entity as Bidco may elect) containing, amongst other things, the Takeover Offer, the Conditions (save insofar as Bidco determines in accordance with clause 3.6 of the Transaction Agreement, and the Rule 2.7 Announcement not to be appropriate in the case of a Takeover Offer) and certain information about members of the Bidco Group and DCC Energy and, where the context so admits, includes any form of acceptance, election, notice or other document reasonably required in connection with the Takeover Offer;
"**Tax**" (or "**Taxes**" and, with the correlative meaning, the terms "**Taxable**" and "**taxation**" shall be construed accordingly)	all forms of taxation, duties, imposts, levies, contributions, liabilities and charges in the nature of taxation, and all related withholdings or deductions of any kind, whether of Ireland or elsewhere, including (but without limitation) income tax, corporation tax, corporation profits tax, advance corporation tax, capital gains tax, capital acquisitions tax, residential property tax, wealth tax, value added tax, dividend withholding tax, deposit interest retention tax, customs and other import and export duties, excise duties, stamp duty, capital duty, social insurance, social welfare or other similar contributions and other amounts corresponding thereto whether payable in Ireland or elsewhere, and including amounts payable as a consequence of any claim, direction, order or determination of any tax, revenue, fiscal, government, municipal or local authority, body, court, tribunal or official whatsoever competent to impose, administer, levy, assess or collect any of the foregoing, and any interest, surcharge, penalty, charge, fee, cost or fine included or in connection therewith;
"**Tax Authority**"	any Governmental Body responsible for the imposition, administration, levying, assessment, collection or enforcement of laws relating to Taxes, or for making any decision or ruling on any matter relating to Tax (including the Irish Revenue Commissioners);
"**Tax Return**"	all returns and reports (including elections, declarations, disclosures, schedules, estimates, claims for refunds and information returns) filed or required to be filed with a Tax Authority relating to Taxes, including all attachments thereto and any amendments or supplements thereof;
"**Technology Disposal**"	the proposed disposal by a member or members of the DCC Energy Group (or, after the Acquisition is Effective, the Combined Group) of some or all of the Nexora Business to an unconnected third party on arm's length terms;
"**Technology Disposal Additional Consideration**"	the one-off cash consideration payable, subject to the satisfaction (or waiver by Bidco at its sole discretion) of the Technology Disposal Consideration Conditions, in pence to each Scheme Shareholder as at the Scheme

	Record Time (or, if the Acquisition is implemented by way of a Takeover Offer, each DCC Energy Shareholder whose DCC Energy Shares are acquired pursuant to the Takeover Offer) of an amount per DCC Energy Share equal to the Technology Disposal Per Share Amount;
"**Technology Disposal Agreement**"	any legally binding agreement entered into by a member of the DCC Energy Retained Group to give effect to the Technology Disposal;
"**Technology Disposal Committee**"	the meaning given to that term in Part IV (*Particulars of the Technology Disposal Additional Consideration*) of this Scheme Document;
"**Technology Disposal Completion**"	the completion of the Technology Disposal in accordance with the terms and conditions of a Technology Disposal Agreement;
"**Technology Disposal Consideration Conditions**"	the meaning given to such term in Part IV (*Particulars of the Technology Disposal Additional Consideration*) of this Scheme Document;
"**Technology Disposal Hurdle**"	the meaning given to such term in the Transaction Agreement;
"**Technology Disposal Long Stop Date**"	31 July 2027;
"**Technology Disposal Net Proceeds**"	the Technology Disposal Proceeds less the Technology Disposal Proceeds Deductions that have been incurred or, if relevant, are reasonably expected to be incurred, calculated on the basis set out in the Transaction Agreement;
"**Technology Disposal Per Share Amount**"	the meaning given to such term in the Transaction Agreement;
"**Technology Disposal Proceeds**"	the meaning given to such term in the Transaction Agreement;
"**Technology Disposal Proceeds Deductions**"	the meaning given to such term in the Transaction Agreement;
"**Total Offer Value**"	6,797.22 pence per DCC Energy Share comprising: (i) the Base Consideration, (ii) the Final Dividend and (iii) the maximum Technology Disposal Additional Consideration;
"**Transaction Agreement**"	the Transaction Agreement entered into on 27 July 2026 between Bidco, ECP Aggregator, KKR Aggregator and DCC Energy in relation to the implementation of the Scheme and the Acquisition, as it may be amended and restated or supplemented from time to time in accordance with its terms including the schedules thereto;
"**Transfer Shares**"	any DCC Energy Shares allotted and issued at or after the Cancellation Record Time but before the Scheme Record Time, excluding, for the avoidance of doubt, any Excluded Shares;
"**Treasury Shares**"	any shares in DCC Energy held by DCC Energy or any subsidiary of DCC Energy;
"**UBS**"	UBS AG, London Branch;
"**UK Listing Rules**"	the listing rules made by the FCA pursuant to Part VI of the Financial Services and Markets Act 2000 of the

	United Kingdom (as it may have been, or may from time to time be, amended, modified, re-enacted or replaced);
"**Undisturbed Date**"	28 April 2026, being the last Business Day prior to the commencement of the Offer Period;
"**United Kingdom**" **or** "**UK**"	the United Kingdom of Great Britain and Northern Ireland;
"**U.S.**" or "**United States**"	the United States of America;
"**U.S. Exchange Act**"	the U.S. Securities Exchange Act of 1934, as amended;
"**USD**" or "**US$**"	United States dollars, the legal currency of the United States from time to time;
"**VAT**"	(a) any tax imposed in conformity with the Directive of the Council of the European Union on the common system of value added tax (2006/112/EC) (including any tax imposed by any member state of the European Union in conformity with that Directive); (b) any value added tax imposed by the United Kingdom Value Added Tax Act 1994; and (c) any other tax of a similar nature, whether imposed in a member state of the European Union or in the United Kingdom in substitution for, or in addition to, such tax referred to in limbs (a) or (b) of this definition, or imposed elsewhere;
"**VAT Group**"	a group as defined in Section 15 of the Value Added Tax Consolidation Act 2010 and any similar VAT grouping arrangement in any other jurisdiction;
"**Voting Record Time**"	6:00 p.m. on 14 September 2026 (or if either or both of the Meetings is/are adjourned for fourteen (14) days or more, 6:00 p.m. on the day before the date that falls seventy-two (72) hours before the time appointed for the adjourned Meeting(s) as applicable);
"**Wider Bidco Group**"	the Bidco Group, ECP, KKR, separately managed accounts and vehicles advised and/or managed by KKR, including in each case any associated undertakings of any of the foregoing and any other undertaking, body corporate, partnership, joint venture or person in which Bidco and all such undertakings (aggregating their interests) have an interest of more than 20% of the voting or equity capital (or the equivalent), and for these purposes "**associated undertakings**" has the meaning given thereto by the Act; and
"**Wider DCC Energy Group**"	DCC Energy and its Subsidiaries, all associated undertakings of any member of the DCC Energy Group and any other undertaking, body corporate, partnership, joint venture or person in which any member of the DCC Energy Group (aggregating their interests) has a Significant Interest, and for these purposes "**associated undertaking**" has the meaning given thereto by the Act.

All amounts contained within this Scheme Document referred to by "**GBP**", "**£**" and/or "**pence**" refer to pound sterling and pence.

Any references to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof. Any reference to any legislation is to Irish legislation unless specified otherwise.

Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine or neuter gender.

Unless otherwise stated, all references to time in this Scheme Document are to Irish times.

NOTICE OF SCHEME MEETING

OF

DCC ENERGY PLC

(“NOTICE”)

IN THE MATTER OF DCC ENERGY PLC

– AND –

IN THE MATTER OF THE COMPANIES ACT 2014

NOTICE IS HEREBY GIVEN that, by an Order dated 20 August 2026 made in the above matters, the High Court has (in accordance with Section 450 of the Companies Act 2014, as amended, (the “**Act**”)) directed that a meeting (the “**Scheme Meeting**”) be convened of the Holders of such of the Scheme Shares as are in issue at the Voting Record Time being the Scheme Shareholders at that time (as each such term is defined in the proposed scheme of arrangement (the “**Scheme**”) which is included in the document of which this Notice forms part) for the purpose of considering and, if thought fit, approving a resolution to approve (with or without material modification) a scheme of arrangement pursuant to Chapter 1 of Part 9 of the Act proposed to be made between DCC Energy plc (“**DCC Energy**” or the “**Company**”) and the Scheme Shareholders and that such meeting will be held at The Clayton Hotel Leopardstown, Central Park, Sandyford Business Park, Co. Dublin, D18 K2P1 on 18 September 2026, commencing at 2:00 p.m. at which place and time all such Holders are invited to attend such meeting. The resolution to approve the Scheme shall be in the following terms:

“*That the Scheme in its original form or with or subject to any modification(s), addition(s) or condition(s) approved or imposed by the High Court be agreed to*.”

To be passed, the resolution to approve the Scheme requires the approval at the Scheme Meeting (or any adjournment of such meeting) by Scheme Shareholders representing at least 75% in value of the Scheme Shares voted at such meeting, either personally or by proxy or in any other manner permitted by law to the extent required under Section 449(1) of the Act.

The quorum for the Scheme Meeting shall be two (2) or more Scheme Shareholders present in person or by proxy holding, in aggregate, not less than one-third in nominal value of the Scheme Shares at the Voting Record Time.

A copy of the Scheme and a copy of the Explanatory Statement required to be furnished pursuant to Section 452 of the Act are incorporated in the document of which this Notice forms part. Capitalised terms used in this Notice have the meanings given to them in the document of which this Notice forms part (save as otherwise defined in this Notice).

By the said Order, the High Court has designated Mark Breuer, Chair of DCC Energy, or, failing him, any other director of DCC Energy as the DCC Energy Board may determine to act as Chair of the Scheme Meeting and has directed the Chair of the Scheme Meeting to report the result thereof to the High Court.

Subject to, among other items: the approval of the resolution to approve the Scheme proposed at the meeting convened by this Notice; the resolutions to be proposed at the extraordinary general meeting of DCC Energy convened for 18 September 2026; the prior satisfaction or, where applicable, waiver of the other Conditions (as defined in the Scheme) to the completion of the Scheme (other than those Conditions which by their nature cannot be satisfied prior to the hearing by the High Court of the application to sanction the Scheme); and the availability of the High Court; the Company will apply to the High Court to sanction the Scheme and anticipates that said application will be heard during the first quarter of 2027.

The Scheme will be subject to the subsequent sanction of the High Court.

William Fry LLP
2 Grand Canal Square
Dublin 2
D02 A342
Ireland

Solicitors for the Company

Dated: 24 August 2026

Statement of Procedures

1. The Scheme Meeting will be held at The Clayton Hotel Leopardstown, Central Park, Sandyford Business Park, Co. Dublin, D18 K2P1 on 18 September 2026 at 2:00 p.m.

2. Shareholders who are entitled to attend the Scheme Meeting may submit questions relating to items on the agenda of the Scheme Meeting. Shareholders are encouraged to submit any such questions in advance either by email to companysecretary@dcc.ie or by post to the Company Secretary, DCC Energy plc, Leopardstown Road, Foxrock, Dublin 18, Ireland by 2:00 p.m. on 16 September 2026. All correspondence should include sufficient information to identify the shareholder on the Register of Members.

3. Any shareholder (being a registered member of the Company) entitled to attend and vote at the Scheme Meeting may appoint (by electronic means or in writing) one or more proxies to attend, speak and vote on his or her behalf. A proxy need not be a member of the Company. A shareholder may appoint more than one proxy to attend on the same occasion in respect of separate share(s) held by him or her. A shareholder acting as an intermediary on behalf of one or more clients may grant a proxy to each of its clients or their nominees and such intermediary may cast votes attaching to some of the shares differently from other shares held by it. If you wish to appoint more than one proxy, please contact the Company's Registrar, Computershare Investor Services (Ireland) Limited at 3100 Lake Drive, Citywest Business Campus, Dublin 24, D24 AK82, Ireland or telephone +353 (1) 247 5698. You may appoint the Chair of the Scheme Meeting or another individual as your proxy.

4. In the case of joint holders, the vote of the senior holder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holder(s) and, for this purpose, seniority will be determined by the order in which the names of the holders stand in the Register of Members in respect of the share(s).

5. Shareholders may submit a proxy:

    a) by completing the YELLOW Form of Proxy, making sure to sign and date the form at the bottom, and returning it to the Company's Registrar, Computershare Investor Services (Ireland) Limited. If you are appointing someone other than the Chair of the Scheme Meeting as your proxy, then you must fill in the contact details of your representative at the Scheme Meeting on the YELLOW Form of Proxy. If you appoint the Chair of the Scheme Meeting or another person as a proxy to vote on your behalf, please make sure to indicate how you wish your votes to be cast by ticking the relevant boxes on the YELLOW Form of Proxy; or

    b) electronically by logging on to the website of the Company's Registrar, Computershare Investor Services (Ireland) Limited at www.eproxyappointment.com. You will need your Control Number, Shareholder Reference Number (SRN) and your PIN, which can be found on your YELLOW Proxy Form, and you will be asked to agree to certain conditions.

6. To be valid, YELLOW Forms of Proxy duly signed together with the power of attorney or such other authority (if any) under which they are executed (or a notarially-certified copy of such power or authority) must be lodged with the Company's Registrar, Computershare Investor Services (Ireland) Limited at 3100 Lake Drive, Citywest Business Campus, Dublin 24, D24 AK82, Ireland (if delivered by hand) or PO Box 13030, Dublin 24, Ireland (if delivered by post), by not later than 2:00 p.m. on 16 September 2026 (or, if the Scheme Meeting is adjourned, by not later than 48 hours before the time appointed for the holding of the adjourned Scheme Meeting). If the Form of Proxy for the Scheme Meeting is not lodged by the relevant time, it may also be handed to the Chair of the Scheme Meeting or, if the Scheme Meeting is adjourned, the Chair of the adjourned Scheme Meeting, before the start of the Scheme Meeting or the adjourned Scheme Meeting (as the case may be).

7. Persons who hold their interests in shares as Belgian law rights through the Euroclear Bank System or as CDIs through CREST should review notes 8 to 10 below and consult with their custodian, stockbroker or other intermediary at the earliest opportunity for further information

on the processes and timelines for submitting proxy appointments and voting instructions for the Scheme Meeting through the respective systems.

8. Participants in the Euroclear Bank System (“**EB Participants**”) can submit third party proxy appointments (including voting instructions) electronically in the manner described in the document issued by Euroclear Bank from time to time updated and entitled “*Euroclear Bank as issuer CSD for Irish corporate securities – Service Description*”.

EB Participants can send electronic voting instructions to instruct the sole registered shareholder of all ordinary shares held through the Euroclear Bank System, Euroclear Nominees Limited (“**Euroclear Nominees**”), on how to vote.

In following instructions from EB Participants, Euroclear Nominees will either vote itself or appoint the Chair of the Scheme Meeting as proxy, in respect of all or specific resolution(s), to:

a) vote in favour;

b) vote against;

c) abstain; or

d) give a discretionary vote to the Chair of the Scheme Meeting.

Euroclear Bank will, wherever practical, aim to have a voting instruction deadline of one (1) hour prior to the Company’s proxy appointment deadline (being forty-eight (48) hours before the time appointed for the Scheme Meeting or any adjournment thereof).

Voting instructions cannot be changed or cancelled after Euroclear Bank’s voting deadline. There is no facility to offer a letter of representation other than through the submission of third-party proxy appointment instructions.

EB Participants are strongly encouraged to familiarise themselves with the arrangements with Euroclear Bank, including the voting deadlines and procedures.

9. Euroclear UK & International Limited (“**EUI**”), the operator of CREST, has arranged for holders of CDIs to issue voting instructions relating to ordinary shares via a third-party service provider, Broadridge Financial Solutions Limited (“**Broadridge**”). CDI Holders can complete and submit electronic voting instructions or proxy appointment instructions electronically through Broadridge.

If you hold CDIs and wish to submit electronic voting instructions or proxy appointment instructions you must use the Broadridge Global Proxy Voting service. To avail of the voting service, you will need to complete the Meetings and Voting Client Set-up Form (CRT408) prescribed by Broadridge. Completed application forms should be returned to EUI (signed by an authorised signatory with another relevant authorised signatory copied for verification purposes) to the following email address: uk-membership@euroclear.com. Fully completed application forms will be shared by EUI with Broadridge. This will enable Broadridge to contact you and share further detailed information on the service offering and initiate the process for granting you access to the Broadridge platform.

Broadridge will set a voting deadline by which time electronic voting instructions or proxy appointment instructions must be received by it for use at the Scheme Meeting. Broadridge’s voting deadline will be earlier than Euroclear Bank’s voting instruction deadline. Voting instructions cannot be changed or cancelled after Broadridge’s voting deadline.

CDI Holders are strongly encouraged to familiarise themselves with the arrangements with Broadridge, including the voting deadlines and procedures and to take, as soon as possible, any further actions required by Broadridge in order that they may avail of this voting service.

10. All proxy appointments and voting instructions (whether submitted directly or through the Euroclear Bank System or (via a holding of CDIs) CREST) must be received by the Company's Registrar not less than forty-eight (48) hours before the time appointed for the Scheme Meeting or any adjournment thereof. However, persons holding through the Euroclear Bank System or (via a holding of CDIs) CREST will also need to comply with any earlier voting deadlines imposed by their respective custodian, stockbroker or other intermediary. All persons affected are recommended to consult with their custodian, stockbroker or other intermediary at the earliest opportunity and, following submission of voting instructions/proxy appointments, to confirm with such relevant intermediary that the votes/ appointments have been validly received and processed.

11. Voting on the resolutions will be decided on a poll. Pursuant to Section 190(b) of the Companies Act 2014 (as amended), where a poll is taken at the Scheme Meeting, a shareholder, present in person or by proxy, holding more than one share need not cast all his/her votes in the same way.

12. Only those shareholders registered in the Register of Members of the Company as at the close of business (deemed to be 6:00 p.m.) on 14 September 2026 (or if the Scheme Meeting is adjourned for fourteen (14) days or more, at 6:00 p.m. on the day immediately preceding the date that falls seventy-two (72) hours before the time appointed for the adjourned meeting) shall be entitled to attend, speak, ask questions and vote at the Scheme Meeting in respect of the number of shares registered in their names at the time. Changes to entries in the Register of Members after that time will be disregarded in determining the right of any person to attend and/or vote at the Scheme Meeting.

13. A copy of this Notice, details of the total number of shares and voting rights at the date of this Notice and copies of documentation relating to the Scheme Meeting can be obtained from the Company's website, https://www.dccenergy.com/offer-for-dccenergy.

14. Unless otherwise stated, all references to time in this Notice are to Irish time.

NOTICE OF EXTRAORDINARY GENERAL MEETING

OF

DCC ENERGY PLC

("EGM NOTICE")

NOTICE IS HEREBY GIVEN that an **EXTRAORDINARY GENERAL MEETING** ("**EGM**") of DCC Energy plc ("**DCC Energy**" or the "**Company**") will be held at The Clayton Hotel Leopardstown, Central Park, Sandyford Business Park, Co. Dublin, D18 K2P1 on 18 September 2026, commencing at 2:15 p.m. or, if later, as soon thereafter as the Scheme Meeting (as defined in the Scheme of Arrangement (as defined below)) shall have been concluded or adjourned, for the purpose of considering and, if thought fit, passing the following resolutions of which resolutions 2 and 4 will be proposed as ordinary resolutions and resolutions 1, 3 and 5 will be proposed as special resolutions (collectively, the "**Resolutions**"). The Resolutions may be voted on in such order as is determined by the Chair of the EGM:

1. **Special Resolution: Amendment of Memorandum of Association**

That, with effect from the passing of this resolution, the Memorandum of Association of DCC Energy be amended by the addition of the following new paragraph 3.jj after the existing paragraph 3.ii:

*"To enter into any scheme of arrangement with its creditors or members or any class of them pursuant to Sections 449 to 455 of the Companies Act 2014 (as amended), including without prejudice to the generality of the foregoing, to enter into the scheme of arrangement dated 24 August 2026 (the "**Scheme of Arrangement**") between the Company and the holders of the Scheme Shares (as defined in the Scheme of Arrangement) in its original form or with or subject to any modification(s), addition(s) or condition(s) approved or imposed by the Irish High Court."*

2. **Ordinary Resolution: Approval of the Scheme of Arrangement**

That, subject to the passing of Resolution 1 above and to the approval by the requisite majority of DCC Energy shareholders of the Scheme of Arrangement at the Scheme Meeting, the Scheme of Arrangement (a copy of which has been produced to this meeting) in its original form or with or subject to any modification(s), addition(s) or condition(s) approved or imposed by the High Court be approved and the directors of DCC Energy be authorised to take all such action as they consider necessary or appropriate for carrying the Scheme of Arrangement into effect.

3. **Special Resolution: Cancellation of Cancellation Shares**

That, subject to the passing of Resolutions 1 and 2 above and to the confirmation of the High Court pursuant to Section 85 of the Companies Act 2014 (as amended) and pursuant to Article 50 of DCC Energy's Articles of Association, the issued share capital of DCC Energy be reduced by the aggregate amount of the nominal value of the Cancellation Shares (as defined in the Scheme of Arrangement) by cancelling and extinguishing all the Cancellation Shares but without thereby reducing the authorised share capital of DCC Energy and the reserve arising from such cancellation and extinguishment shall be treated as a realised profit for the purposes of the Companies Act 2014 (as amended).

4. **Ordinary Resolution: Application of Reserves**

That, subject to the passing of Resolutions 1, 2 and 3 above:

(a) the directors of the Company be and are hereby generally and unconditionally authorised pursuant to and in accordance with Section 1021 of the Companies Act 2014 (as amended) to effect the allotment of the New DCC Energy Shares (as defined in the Scheme of Arrangement) referred to in paragraph (b) below, provided that: (i) this authority shall expire on the day following the End Date (as defined in the Scheme of Arrangement); (ii) the maximum aggregate nominal value of shares which may be allotted hereunder shall be an amount equal to the aggregate nominal value of the Cancellation Shares (as defined in the Scheme of Arrangement); and (iii) this authority shall be without prejudice to or limitation of any other authority under the said Section 1021 previously granted before the date on which this resolution is passed; and

(b) as soon as possible following the reduction of capital referred to in Resolution 3 above taking effect, the reserve arising in the books of account of the Company as a result of the cancellation of the Cancellation Shares be applied in paying up in full at par such number of New DCC Energy Shares as shall be equal to the aggregate of the number of Cancellation Shares cancelled pursuant to Resolution 3 above, such New DCC Energy Shares to be allotted and issued to Bidco (as defined in the Scheme of Arrangement) in the manner described in the Scheme of Arrangement, credited as fully paid up and free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever.

5. **Special Resolution: Amendment of Articles of Association**

That, with effect from the passing of this resolution, the Articles of Association of DCC Energy be amended by adding the following new Article 138:

“138. Scheme of Arrangement

(a) In these Articles, the “**Scheme**” means the scheme of arrangement dated 24 August 2026 between the Company and the holders of the scheme shares (which comprise the ordinary shares of the Company that are cancelled or transferred under the Scheme) (the “**Scheme Shares**”) under Chapter 1 of Part 9 of the Act in its original form or with or subject to any modification, addition or condition approved or imposed by the High Court and expressions defined in the Scheme and in the document containing the circular circulated with the Scheme under Section 452 of the Act shall, unless otherwise defined in these Articles, have the same meanings in this Article.

(b) Notwithstanding any other provision of these Articles or the terms of any resolution, whether ordinary or special, passed by the Company in any general meeting, if the Company allots and issues any ordinary shares (other than to Dragon Bidco Limited (“**Bidco**”) and/or its nominee(s)) on or after the Voting Record Time and prior to the Scheme Record Time, such shares shall be allotted and issued subject to the terms of the Scheme and the holder or holders of those shares, and any Permitted Transferees of such holder or holders, shall be bound by the Scheme accordingly.

(c) Notwithstanding any other provision of these Articles, if any new ordinary shares of the Company are allotted or issued to any person (a “**new member**”) (other than to Bidco and/or its nominee(s)) on or after the Scheme Record Time, the new member shall, provided the Scheme has become effective, immediately transfer such shares, free of all encumbrances, to Bidco and/or its nominee(s) in consideration of and conditional on the payment by Bidco to the new member of the consideration to which the new member would have been entitled under the terms of the Scheme had such ordinary shares transferred to Bidco hereunder been Scheme Shares at the Scheme Record Time, such consideration to be paid no later than fourteen (14) calendar days following the date on which such new ordinary shares are acquired by Bidco, such new ordinary shares of the Company to rank pari passu in all respects with all other ordinary shares of the Company for the time being in issue and Bidco shall be entitled to any dividends or distributions made, paid or declared thereon on or following the Effective Date.

(d) In order to give effect to any such transfer required by this Article 138, the Board may appoint any person to execute and deliver a form of transfer on behalf of, or as attorney and/or agent and/or otherwise for and in the name of the new member in favour of Bidco and/or its nominee(s) without the need for any further action being required to give effect thereto. Pending the registration of Bidco and/or its nominee(s) as holder of any share to be transferred under this Article 138, the new member shall not be entitled to exercise any rights attaching to any such shares unless consented to in advance in writing by Bidco and Bidco shall be irrevocably empowered to appoint a person nominated by Bidco to act as attorney or agent on behalf of any holder of that share in accordance with any directions Bidco may give in relation to any dealings with or disposal of that share (or any interest in it), the exercise of any rights attached to it or receipt of any distribution or other benefit accruing or payable in respect of it and any holder(s) of that share must exercise all rights attaching to it in accordance with the directions of Bidco. The Company shall not be obliged to issue a share certificate to the new member for any such share.

(e) The reserve arising in the books of account of the Company as a result of the cancellation of the Cancellation Shares may be applied by the Board at such time as the Board shall determine in paying up in full at par such number of New DCC Energy Shares (as defined in the Scheme) as shall be equal to the aggregate of the number of Cancellation Shares, such New DCC Energy Shares to be allotted and issued to Bidco in the manner described in the Scheme, credited as fully paid up and free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever.

(f) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date, the value of the consideration per share to be paid under Article 138(c) shall be adjusted by the Company in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article 138 to such shares shall, following such adjustment, be construed accordingly.

(g) Notwithstanding any other provision of these Articles, both the Company and the directors may refuse to register the transfer of any shares (other than to Bidco and/or its nominees) between the Scheme Record Time and the Effective Time.

(h) If the Scheme has not become effective by the date referred to in Clause 7.2 of the Scheme (or such later date as Bidco and the Company may, with (if required) the consent of the Irish Takeover Panel, agree and (if required) the High Court may allow), this Article 138 shall be of no effect."

Capitalised terms used in this Notice have the meanings given to them in the document of which this Notice forms part of (save as otherwise defined in this Notice).

By order of the Board of Directors of DCC Energy plc.

Darragh Byrne
Company Secretary

Registered Office:
DCC Energy plc
Leopardstown Road
Foxrock
Dublin 18
D18 PK00
Ireland

24 August 2026

Statement of Procedures

1. The Extraordinary General Meeting will be held at The Clayton Hotel Leopardstown, Central Park, Sandyford Business Park, Co. Dublin, D18 K2P1 on 18 September 2026 at 2:15 p.m.

2. Shareholders who are entitled to attend the Extraordinary General Meeting may submit questions relating to items on the agenda of the Extraordinary General Meeting. Shareholders are encouraged to submit any such questions in advance either by email to companysecretary@dcc.ie or by post to the Company Secretary, DCC Energy plc, Leopardstown Road, Foxrock, Dublin 18, Ireland by 2:15 p.m. on 16 September 2026. All correspondence should include sufficient information to identify the shareholder on the Register of Members.

3. Any shareholder (being a registered member of the Company) entitled to attend and vote at the Extraordinary General Meeting may appoint (by electronic means or in writing) one or more proxies to attend, speak and vote on his or her behalf. A proxy need not be a member of the Company. A shareholder may appoint more than one proxy to attend on the same occasion in respect of separate share(s) held by him or her. A shareholder acting as an intermediary on behalf of one or more clients may grant a proxy to each of its clients or their nominees and such intermediary may cast votes attaching to some of the shares differently from other shares held by it. If you wish to appoint more than one proxy, please contact the Company's Registrar, Computershare Investor Services (Ireland) Limited at 3100 Lake Drive, Citywest Business Campus, Dublin 24, D24 AK82, Ireland or telephone +353 (1) 247 5698. You may appoint the Chair of the Extraordinary General Meeting or another individual as your proxy.

4. In the case of joint holders, the vote of the senior holder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holder(s) and, for this purpose, seniority will be determined by the order in which the names of the holders stand in the Register of Members in respect of the share(s).

5. Shareholders may submit a proxy:

   a) by completing the PINK Form of Proxy, making sure to sign and date the form at the bottom, and returning it to the Company's Registrar, Computershare Investor Services (Ireland) Limited. If you are appointing someone other than the Chair of the Extraordinary General Meeting as your proxy, then you must fill in the contact details of your representative at the meeting on the PINK Form of Proxy. If you appoint the Chair of the Extraordinary General Meeting or another person as a proxy to vote on your behalf, please make sure to indicate how you wish your votes to be cast by ticking the relevant boxes on the PINK Form of Proxy; or

   b) electronically by logging on to the website of the Company's Registrar, Computershare Investor Services (Ireland) Limited at www.eproxyappointment.com. You will need your Control Number, Shareholder Reference Number (SRN) and your PIN, which can be found on your PINK Proxy Form, and you will be asked to agree to certain conditions.

6. To be valid, PINK Forms of Proxy duly signed together with the power of attorney or such other authority (if any) under which they are executed (or a notarially-certified copy of such power or authority) must be lodged with the Company's Registrar, Computershare Investor Services (Ireland) Limited at 3100 Lake Drive, Citywest Business Campus, Dublin 24, D24 AK82, Ireland (if delivered by hand) or PO Box 13030, Dublin 24, Ireland (if delivered by post), by not later than 2:15 p.m. on 16 September 2026 (or, if the Extraordinary General Meeting is adjourned, by not later than 48 hours before the time appointed for the holding of the adjourned Extraordinary General Meeting).

7. Persons who hold their interests in shares as Belgian law rights through the Euroclear Bank System or as CDIs through CREST should review notes 8 to 10 below and consult with their custodian, stockbroker or other intermediary at the earliest opportunity for further information on the processes and timelines for submitting proxy appointments and voting instructions for the Extraordinary General Meeting through the respective systems.

8. Participants in the Euroclear Bank System (“**EB Participants**”) can submit third party proxy appointments (including voting instructions) electronically in the manner described in the document issued by Euroclear Bank from time to time updated and entitled “*Euroclear Bank as issuer CSD for Irish corporate securities – Service Description*”.

EB Participants can send electronic voting instructions to instruct the sole registered shareholder of all ordinary shares held through the Euroclear Bank System, Euroclear Nominees Limited (“**Euroclear Nominees**”), on how to vote.

In following instructions from EB Participants, Euroclear Nominees will either vote itself or appoint the Chair of the Extraordinary General Meeting as proxy, in respect of all or specific resolution(s), to:

a) vote in favour;

b) vote against;

c) abstain; or

d) give a discretionary vote to the Chair of the Extraordinary General Meeting.

Euroclear Bank will, wherever practical, aim to have a voting instruction deadline of one (1) hour prior to the Company’s proxy appointment deadline (being forty-eight (48) hours before the time appointed for the Extraordinary General Meeting or any adjournment thereof).

Voting instructions cannot be changed or cancelled after Euroclear Bank’s voting deadline. There is no facility to offer a letter of representation other than through the submission of third-party proxy appointment instructions.

EB Participants are strongly encouraged to familiarise themselves with the arrangements with Euroclear Bank, including the voting deadlines and procedures.

9. Euroclear UK & International Limited (“**EUI**”), the operator of CREST, has arranged for holders of CDIs to issue voting instructions relating to ordinary shares via a third-party service provider, Broadridge Financial Solutions Limited (“**Broadridge**”). CDI Holders can complete and submit electronic voting instructions or proxy appointment instructions electronically through Broadridge.

If you hold CDIs and wish to submit electronic voting instructions or proxy appointment instructions you must use the Broadridge Global Proxy Voting service. To avail of the voting service, you will need to complete the Meetings and Voting Client Set-up Form (CRT408) prescribed by Broadridge. Completed application forms should be returned to EUI (signed by an authorised signatory with another relevant authorised signatory copied for verification purposes) to the following email address: uk-membership@euroclear.com. Fully completed application forms will be shared by EUI with Broadridge. This will enable Broadridge to contact you and share further detailed information on the service offering and initiate the process for granting you access to the Broadridge platform.

Broadridge will set a voting deadline by which time electronic voting instructions or proxy appointment instructions must be received by it for use at the Extraordinary General Meeting. Broadridge’s voting deadline will be earlier than Euroclear Bank’s voting instruction deadline. Voting instructions cannot be changed or cancelled after Broadridge’s voting deadline.

CDI Holders are strongly encouraged to familiarise themselves with the arrangements with Broadridge, including the voting deadlines and procedures and to take, as soon as possible, any further actions required by Broadridge in order that they may avail of this voting service.

10. All proxy appointments and voting instructions (whether submitted directly or through the Euroclear Bank System or (via a holding of CDIs) CREST) must be received by the Company’s Registrar not less than forty-eight (48) hours before the time appointed for the Extraordinary

General Meeting or any adjournment thereof. However, persons holding through the Euroclear Bank System or (via a holding of CDIs) CREST will also need to comply with any earlier voting deadlines imposed by their respective custodian, stockbroker or other intermediary. All persons affected are recommended to consult with their custodian, stockbroker or other intermediary at the earliest opportunity and, following submission of voting instructions/proxy appointments, to confirm with such relevant intermediary that the votes/ appointments have been validly received and processed.

11. Voting on the resolutions will be decided on a poll. Pursuant to Section 190(b) of the Companies Act 2014 (as amended), where a poll is taken at the Extraordinary General Meeting, a shareholder, present in person or by proxy, holding more than one share need not cast all his/her votes in the same way.

12. The Company, pursuant to Section 1087G of the Companies Act 2014 (as amended), specifies that only those shareholders registered in the Register of Members of the Company as at the close of business (deemed to be 6:00 p.m.) on 14 September 2026 (or if the Extraordinary General Meeting is adjourned for fourteen (14) days or more, at 6:00 p.m. on the day immediately preceding the date that falls seventy-two (72) hours before the time appointed for the adjourned meeting) shall be entitled to attend, speak, ask questions and vote at the Extraordinary General Meeting in respect of the number of shares registered in their names at the time. Changes to entries in the Register of Members after that time will be disregarded in determining the right of any person to attend and/or vote at the Extraordinary General Meeting.

13. A copy of this Notice, details of the total number of shares and voting rights at the date of this Notice and copies of documentation relating to the Extraordinary General Meeting can be obtained from the Company's website, https://www.dccenergy.com/offer-for-dccenergy.

14. Unless otherwise stated, all references to time in this Notice are to Irish time.