Press Release

28 August 2026

Recapitalisation Update

Lowell Reaches Binding Agreement on a Holistic Recapitalisation Transaction

Lowell (the "Company"), a European leader in credit management services, today announces that it has reached a binding agreement with its shareholders and requisite majorities of its noteholders on a holistic recapitalisation transaction (the "Transaction") and, subject to regulatory approvals, transfer of majority ownership from the existing shareholders to a newly formed investor group comprising existing creditors, including Arini Capital Management ("Arini"), a leading alternative asset manager.

The agreement marks a major milestone for the Company following constructive discussions with all key stakeholders. The Transaction will substantially deleverage Lowell's balance sheet – reducing debt by more than £1bn – enhance liquidity and underpin delivery of its long-term strategy. With fresh capital and a significantly simplified capital structure, the Company will be strongly positioned to capture attractive portfolio investment opportunities and grow future partnerships.

Colin Storrar, CEO of Lowell, said: *"This is a major milestone for Lowell, allowing the company to materially strengthen its capital structure and move forward with its long-term growth plans. We welcome the backing of Arini and other investors as we continue to focus on delivering high-quality outcomes for our customers and clients."*

Mustaba Davoodi of Arini Capital Management, on behalf of the new investor group, said: *"Today marks a significant chapter in the future of Lowell. With this new capital and the new investor group's long-term strategic support, Lowell is well positioned to build on its market-leading platform, invest in its data and technology capabilities and capitalise on compelling opportunities across its core markets. We look forward to working with Colin Storrar and the management team to further bolster the business and continue to deliver on the company's growth plans."*

The Transaction is expected to be implemented in two phases during Q4'26 / Q1'27. Further details and key terms of the Transaction can be found on the Lowell website at https://www.lowell.com/news-and-insights.

As of the date of this press release, holders of the following instruments have entered into the Framework Agreement:

- noteholders holding approximately 75% of the aggregate principal amount of the €967,562,961 9.50% senior secured notes due 2028 and the €466,931,106 floating rate notes due 2029, each issued by Garfunkelux Holdco 3 S.A. ("GH3") pursuant to the indenture originally dated 18 December 2020 (as amended and/or restated from time to time) (the "Opco Notes");

- noteholders holding approximately 100% of the aggregate principal amount of the €250,000,000 9.000% senior secured notes due 2028 issued by GH3 pursuant to the indenture originally dated 25 June 2025 (as amended and/or restated from time to time) (the "Priority Notes"); and

- noteholders holding approximately 70% of the aggregate principal amount of the €292,600,000 holdco PIK notes due 2030 issued by Garfunkelux Holdco 4 S.à r.l. pursuant to the indenture originally dated 25 June 2025 (as amended and/or restated from time to time) (the "Holdco PIK Notes").

The Company invites all other eligible noteholders holding Opco Notes, Priority Notes and Holdco PIK Notes to obtain copies of, review and accede to the Framework Agreement by 25 September 2026 and to support the Transaction. For further details, please see Appendix 1 (*Invitation*).

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About Lowell
Lowell is one of Europe's largest credit management companies with a mission to make credit work better for all and a commitment to fair and ethical customer practices. It operates in the UK, Germany, Austria, Switzerland, Denmark, Norway, Finland, and Sweden.

Lowell's unparalleled combination of data analytics, deep consumer insight and robust risk management provides clients with expert solutions in debt purchasing, third party collections and business process outsourcing. With its ethical approach to debt management, Lowell is committed to delivering the most fair and affordable outcome for each customer's specific circumstances.
Lowell was formed in 2015 following the merger of the UK and German market leaders: the Lowell Group and the GFKL Group. In 2018, Lowell completed the acquisition of the Carve-out Business from Intrum, which has market leading positions in the Nordic region.

For more information on Lowell, please visit our investor website: www.lowell.com

Legal Disclaimer

This press release includes forward-looking statements within the meaning of the securities laws of certain applicable jurisdictions. These forward-looking statements include, but are not limited to, all statements other than statements of historical facts contained in this press release, including, without limitation, those regarding the Group's or any of its affiliates' future financial position and results of operations, their strategy, plans, objectives, goals and targets, future developments in the markets in which they participate or are seeking to participate or anticipated regulatory changes in the markets in which they operate or intend to operate. In some cases, these forward-looking statements can be identified by terminology such as "aim," "anticipate," "believe," "continue," "could," "estimate," "expect," "forecast," "guidance," "intend," "may," "plan," "potential," "predict," "projected," "should," or "will" or the negative of such terms or other comparable terminology.

By their nature, forward-looking statements involve known and unknown risks, uncertainties and other factors because they relate to events and depend on circumstances that may or may not occur in the future. Readers are cautioned that forward-looking statements are not guarantees of future performance and are based on numerous assumptions and that the Group's or any of its affiliates' actual results of operations, financial condition and liquidity, and the development of the industries in which they operate, may differ materially from (and be more negative than) those made in, or suggested by, the forward-looking statements contained in this press release. In addition, even if the Group's or any of its affiliates' results of operations, financial condition and liquidity, and the development of the industries in which they operate, are consistent with the forward-looking statements contained in this press release, those results or developments may not be indicative of results or developments in subsequent periods.

GARFUNKELUX HOLDCO 3 S.A. ("GH3")

GARFUNKELUX HOLDCO 4 S.À R.L. ("GH4")

INVITATION TO CREDITORS

Eligible Noteholders

Beneficial holders of GH3's Floating Rate Senior Secured Notes due 2029 (ISIN: 144A: XS3075019888 / Reg S: XS3075000862) (the "**Floating Rate SSNs**") who are able to provide the representations and warranties set out below under "Eligible Noteholder Representations and Warranties" (the "**Eligible Floating Rate Noteholders**");

Beneficial holders of GH3's Senior Secured Notes due 2028 (ISIN: 144A: XS3075031586 / Reg S: XS3075026156) (the "**Fixed Rate SSNs**") who are able to provide the representations and warranties set out below under "Eligible Noteholder Representations and Warranties" (the "**Eligible Fixed Rate SSN Noteholders**", and together with the Eligible Floating Rate Noteholders, the "**Eligible Opco Noteholders**");

Beneficial holders of GH3's 9.00% Senior Secured Notes due 2028 (ISIN: 144A: XS3075048127 / Reg S: XS3075044050) (the "**Priority Notes**") who are able to provide the representations and warranties set out below under "Eligible Noteholder Representations and Warranties" (the "**Eligible Priority Noteholders**"); and

Beneficial holders of GH4's PIK Notes due 2030 (ISIN: 144A: XS3075486400 / Reg S: XS3075486152) (the "**Holdco PIK Notes**", and together with the Opco Notes and the Priority Notes, the "**Notes**") who are able to provide the representations and warranties set out below under "Eligible Noteholder Representations and Warranties" (the "**Eligible Holdco PIK Noteholders**" and, together with the Eligible Opco Noteholders and the Eligible Priority Noteholders, the "**Eligible Noteholders**")

Invitation

We refer to the framework agreement dated 28 August 2026 (the "**Framework Agreement**") between, among others, GH3, GH4 and Kroll Issuer Services Limited as information agent (the "**Information Agent**"). Terms used in this invitation and not otherwise defined shall have the meaning given to them in the Framework Agreement (including any Annexes thereto).

A copy of the Framework Agreement is available at: https://deals.is.kroll.com/lowell.

The Eligible Noteholders who are not party to the Framework Agreement are hereby invited to accede to the Framework Agreement on or before the Consent Fee Deadline in order to receive certain fees and entitlements as described in the section entitled "Fees / Entitlements" below.

PLEASE READ AND FOLLOW THE INSTRUCTIONS CAREFULLY.

Accession to the Framework Agreement

To accede to the Framework Agreement, an Eligible Noteholder will be required to complete, sign and submit to the Information Agent (via its website at https://deals.is.kroll.com/lowell) the following documents:

- an Accession Letter (in the form attached as Annex A to the Framework Agreement), in which the Eligible Noteholder shall also irrevocably elect in favour, or against, the Cash Funding Pre-Election;
- a Locked-up Debt Notice (in the form attached as Annex B to the Framework Agreement); and
- Evidence of Beneficial Holdings.

NOTE THAT ANY ELIGIBLE NOTEHOLDER THAT ACCEDES TO THE FRAMEWORK AGREEMENT SHALL BE REQUIRED TO PROVIDE CERTAIN REPRESENTATIONS AS A CONDITION TO ITS ACCESSION.

The deadline to accede to the Framework Agreement is the Record Date (as defined in the Framework Agreement).

Fees / Entitlements

Eligible Priority Noteholders

Each Eligible Priority Noteholder who accedes to the Framework Agreement prior to the Consent Fee Deadline shall be eligible to subscribe for Cash Funding Tranche A on a pro rata basis.

Eligible Opco Noteholders

Each Eligible Opco Noteholder who accedes to the Framework Agreement prior to the Consent Fee Deadline shall be eligible to receive (on and subject to the occurrence of the Phase 1 Closing Date):

- New Notes in a principal amount equal to 1.00% of the aggregate principal amount outstanding of the Opco Notes it holds as of the Record Date; and
- if the Locked-Up Opco Notes of all Consenting Opco Noteholders represents at least 90% by value of the aggregate principal amount outstanding of the Opco Notes which are entitled to vote on any consent/waiver under the terms of the Opco Notes Indenture as at the Consent Fee Deadline:
  - its Opco Consenting Pro Rata Share of 5.00% of the ordinary shares in the capital of New Holdco on a fully diluted basis; [1] [2] and
  - New Notes in a principal amount equal to 1.00% of the aggregate principal amount outstanding of the Opco Notes it holds as of the Record Date.

Each Eligible Opco Noteholder who accedes to the Framework Agreement prior to the Consent Fee Deadline shall be eligible to receive its Opco Consenting Pro Rata Share of 5.00% of the ordinary shares in the capital of New Holdco on a fully diluted basis (on and subject to the occurrence of the Phase 1 Closing Date).

Each Eligible Opco Noteholder who accedes to the Framework Agreement prior to the Consent Fee Deadline shall be eligible to subscribe for Cash Funding Tranche B on a pro rata basis. [3]

Each Eligible Opco Noteholder that subscribes to the Cash Funding Tranche B shall also be entitled to receive its pro rata portion (pro rata to its subscription of Cash Funding Tranche B) of 53% of the ordinary shares in the capital of New Holdco on a fully diluted basis (on and subject to the occurrence of the Phase 1 Closing Date).

Eligible Holdco PIK Noteholders

Each Eligible Holdco PIK Noteholder shall be eligible to receive its Holdco PIK Aggregate Pro Rata Share of €100,000 on and subject to the occurrence of the Phase 1 Closing Date; *provided that* such Holdco PIK Noteholder shall execute the Deed of Release and complete all required KYC by the Record Date.

If the Locked-Up Holdco PIK Notes of all Holdco PIK Consenting Noteholders represents at least 90% by value of the aggregate principal amount outstanding of the Holdco PIK Notes as at the Consent Fee Deadline (the "**90% Holdco PIK Notes Condition**"), each Eligible

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[1] All allocations of equity interests in New Holdco are subject to holders obtaining all mandatory and suspensory anti-trust, regulatory and other legal approvals, as may be required ("**Required Approvals**"). No individual Opco Noteholder (or group of affiliated Opco Noteholders) shall receive 10% or more of the ordinary shares in the capital of New Holdco until such Opco Noteholder has received all Required Approvals.

[2] All references to "on a fully diluted basis" shall mean as of the Phase 1 Closing Date and subject to dilution as a result of equity issuances in respect of any MIP Shares.

[3] Opco Noteholders who participate in the Cash Funding Tranche B may elect to oversubscribe. The take-up of any oversubscription shall be at the sole discretion of New Bidco and the backstop providers in respect of Cash Funding Tranche B.

Holdco PIK Noteholder who accedes to the Framework Agreement prior to the Consent Fee Deadline shall be eligible to receive its Holdco PIK Consenting Pro Rata Share of 0.25% of the ordinary shares in the capital of New Holdco on a fully diluted basis (on and subject to the occurrence of the Phase 1 Closing Date).

In order for an Eligible Opco Noteholder or Holdco PIK Noteholder to receive any ordinary shares in the capital of New Holdco, such Opco Noteholder or Holdco PIK Noteholder must, *inter alia*, execute all relevant Transaction Documents (including any shareholders' agreement and Deed of Release) and complete all required KYC by the Record Date.

To be eligible for the fees and entitlements described in this section (other than any opportunity to participate in the Cash Funding Tranche A or Cash Funding Tranche B), each Eligible Noteholder must (a) hold Notes that were locked-up as at the Consent Fee Deadline, (b) not be in breach of its obligations under the Framework Agreement as at the Phase 1 Closing Date and (c) hold Notes in respect of which the holder entitled to vote at the relevant time provided all approvals and consents required to support the Transaction in accordance with the terms of the Framework Agreement. The fees and entitlements (other than any opportunity to participate in the Cash Funding Tranche A or Cash Funding Tranche B) are intended to be delivered on the Phase 1 Closing Date.

Eligible Noteholder Representations and Warranties

Each Eligible Noteholder represents and warrants to the Company on the date it accedes to Framework Agreement by reference to the facts and circumstances then existing on that date that it:

(a) is (x) either (A) both (i) a "qualified purchaser" ("QP") as that term is defined in section 2(a)(51)(A) of the Investment Company Act and (ii) either (a) a "qualified institutional buyer" ("QIB") as that term is defined in Rule 144A under the Securities Act transacting in a private transaction in reliance upon an exemption from the registration requirements of the Securities Act or (b) an "accredited investor" (within the meaning of Rule 501 under the Securities Act) or (B) a person purchasing the New Notes outside the United States in an offshore transaction in accordance with Regulation S under the Securities Act ("Regulation S"); and (y) if it is in a member state of the European Economic Area (the "EEA") or the United Kingdom (the "UK"), it is not a "retail investor" (the expression "retail investor" means (A) within the EEA a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation, and (B) within the UK a person who is either or both: (i) not a professional client as defined in point (8) of Article 2(1) of UK MiFIR; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs);

(b) is an institution which (i) is a sophisticated institutional investor and (ii) has such knowledge and experience in financial and business matters and expertise in assessing credit and equity risk and is capable of evaluating the merits and risks of entering into this Agreement and the Transaction (and has sought such accounting, legal, tax and other advice as it has considered necessary to make an informed investment decision);

(c) has the power and capacity to hold the debt securities that are proposed to be issued to it in connection with the Transaction and there is no restriction in its constitution or under Applicable Law which would prohibit it from doing so;

(d) understands that (i) any holding of the New Notes involves a high degree of risk, (ii) in the future, the New Notes may significantly decrease in value, and (iii) no guarantees or representations have been made or can be made with respect to the future value of such instruments or the future profitability or success of the Group;

(e) will hold its entitlement to the New Notes for its own account for investment only and not with a view to, or for sale in connection with, any distribution of the New Notes, in violation of the Securities Act, or any rule or regulation under the Securities Act, and it has not been formed for the specific purpose of acquiring the New Notes;

(f) has not acquired or committed to acquire the New Notes as a result of any directed selling efforts within the meaning of Regulation S (if acquiring New Notes pursuant to Regulation S);

(g) is aware of the Opco Group's business affairs and financial condition and has acquired sufficient information about the Opco Group to permit it to evaluate the merits and risks of its investment in the New Notes to reach an informed and knowledgeable decision about whether to acquire the New Notes;

(h) understands that the New Notes will not be registered under the Securities Act and are being offered and sold in reliance upon exemptions from, or in transactions not subject to, the registration requirements thereof;

(i) acknowledges that the New Notes will be sold and issued in reliance on applicable exemptions from (or in transactions not subject to) the registration requirements of the Securities Act, including, without limitation, Section 4(a)(2) of the Securities Act or the provisions of Regulation S under the Securities Act, and upon exemptions from registration under any applicable state "blue sky" laws;

(j) understands that any of the New Notes sold and issued in reliance on Section 4(a)(2) of the Securities Act are "restricted securities" under applicable U.S. federal and state securities laws and may not be offered, sold, pledged or otherwise transferred except pursuant to an effective registration statement or an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act;

(k) has had an opportunity to consult with its own tax counsel as to the U.S. federal, state, local and foreign tax consequences of receiving the New Notes as contemplated hereunder and independent legal counsel regarding its rights and obligations under this Agreement, the Transaction and fully understands the terms and conditions contained herein;

(l) is not relying on GH3 nor any member of the Group, any other Consenting Noteholder or any of its or their respective Affiliates', Related Funds', related entities' or connected parties' employees, agents or representatives with respect to the legal, tax, economic, and related considerations of its investment in the New Notes;

(m) understands and acknowledges that (x) neither GH3 nor any other member of the Group, any other Consenting Noteholder nor any of its or their respective Affiliates', Related Funds', related entities' or connected parties' employees, agents or representatives has provided it with any advice with respect to the New Notes, and (y) neither GH3 nor any other member of the Group, any other Consenting Noteholder nor any of its or their respective Affiliates', Related Funds', related entities' or connected parties' employees, agents or representatives has made or makes any representation as to the credit quality of the New Notes, or the creditworthiness of GH3, the Opco Group (taken as a whole) or any member of the Opco Group; and

(n) understands that the foregoing representations, warranties, agreements and acknowledgements are required in connection with United States and other securities laws and that GH3, any guarantor of the New Notes, and their respective legal advisors and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Any questions or requests for assistance in connection with Eligible Noteholder's eligibility to receive the Securities and/or provide the aforementioned representations and warranties should be directed to the Company and its advisors.

Submission of Documents

Details of the Information Agent are set out below.

Kroll Issuer Services Limited

Address: The News Building, Level 6, 3 London Bridge Street, London SE1 9SG, UK
Email: lowell@is.kroll.com
Attention: Illia Vyshenskyi / Paul Kamminga

Questions

If you have any questions relating to this invitation or the accession documents, please contact the Information Agent.

Disclaimer

This invitation does not constitute an offer to sell or the solicitation of an offer to buy any securities, nor will there be any sale of securities referred to in this invitation, in any jurisdiction, including the United States, in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. Securities may not be offered or sold in the United States absent registration under the U.S. Securities Act of 1933, or an exemption from registration.

Securities may not be offered to any retail investor in the European Economic Area (the "**EEA**") or the United Kingdom (the "**UK**"). For these purposes, a "retail investor" means: (A) in relation to the EEA, a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation; and (B) in relation to the UK, a person who is either or both of: (i) not a professional client as defined in point (8) of Article 2(1) of UK MiFIR; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs.

SCHEDULE 1

Definitions

For the purposes of this invitation, the following terms shall have the meanings set out below. Unless otherwise defined in this Schedule 1, capitalised terms used herein shall have the meanings given to them in the body of this invitation or, if not defined therein, in the Framework Agreement.

Defined Term	Definition
"**Consent Fee Deadline**"	The date falling 20 Business Days after the Effective Date (or such later date as may be agreed amongst GH3, the Arini Funds, the Required Willkie AHG Members and the Required STB AHG Members).
"**Holdco PIK Aggregate Pro Rata Share**"	In respect of a Holdco PIK Noteholder, the proportion of (i) the principal amount outstanding of the Holdco PIK Notes held by such Holdco PIK Noteholder; to (ii) the aggregate principal amount outstanding of all Holdco PIK Notes held by all Holdco PIK Noteholders as at the Record Date, as shall be calculated by the Information Agent. For the avoidance of doubt, any accrued and unpaid interest on the Holdco PIK Notes shall be excluded from such calculation.
"**Holdco PIK Consenting Pro Rata Share**"	In respect of a Consenting Holdco PIK Noteholder, the proportion of (i) the principal amount outstanding of the Holdco PIK Notes held by such Consenting Holdco PIK Noteholder; to (ii) the aggregate principal amount outstanding of all Holdco PIK Notes held by all Consenting Holdco PIK Noteholders as at the Record Date, as shall be calculated by the Information Agent. For the avoidance of doubt, any accrued and unpaid interest on the Holdco PIK Notes shall be excluded from such calculation.
"**MIP Shares**"	Shares in relation to an equity incentive or compensation plan.
"**Opco Consenting Pro Rata Share**"	In respect of a Consenting Opco Noteholder, the proportion of (i) the principal amount outstanding of the Locked-up Opco Notes held by such Consenting Opco Noteholder; to (ii) the aggregate principal amount outstanding of all Locked-up Opco Notes held by all Consenting Opco Noteholders as at the Record Date, as shall be calculated by the Information Agent. For the avoidance of doubt, any accrued and unpaid interest on the Opco Notes shall be excluded from such calculation.