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Announcement of Launch of Consent Solicitations relating to:

Dollar-denominated 4.125% senior secured notes due 2026

(ISIN: USG04586AQ97 (Regulation S) and US03969AAN00 (Rule 144A))
CUSIP: G04586AQ9 (Regulation S) and 03969AAN0 (Rule 144A))
(the “Existing 2019 Dollar SSNs”)

Euro-denominated 2.125% senior secured notes due 2026

(ISIN: XS2036387525 (Regulation S) and XS2036388093 (Rule 144A))
Common Code: 203638752 (Regulation S) and 203638809 (Rule 144A))
(the “Existing 2019 Euro SSNs”)

Euro-denominated 2.125% senior secured notes due 2026

(ISIN: XS2189356996 (Regulation S) and XS2189418267 (Rule 144A))
Common Code: 218935699 (Regulation S) and 218941826 (Rule 144A))
(the “Existing 2020 SSNs”, and together with the Existing 2019 Dollar SSNs and the Existing 2019 Euro SSNs, the “Existing SSNs”)

Sterling-denominated 4.750% Senior Notes due 2027

(ISIN: XS1628848241 (Regulation S) and XS1628849645 (Rule 144A))
Common Code: 162884824 (Regulation S) and 162884964 (Rule 144A))
(the “Existing 2017 SUNs”)

Dollar-denominated 5.250% Senior Notes due 2027

(ISIN: USG04586AR70 (Regulation S) and US03969AAP57 (Rule 144A))
CUSIP: G04586AR7 (Regulation S) and 03969AAP5 (Rule 144A))
(the “Existing 2019 SUNs”)

Dollar-denominated 5.250% Senior Notes due 2027

(ISIN: USG04586AU00 (Regulation S) and US03969AAR14 (Rule 144A))
CUSIP: G04586AU0 (Regulation S) and 03969AAR1 (Rule 144A))
(the “Existing 2020 SUNs” and together with the Existing 2017 SUNs and the Existing 2019 SUNs, the “Existing SUNs”)

of

Ardagh Holdings USA Inc.

a company incorporated in Delaware with its registered office located at The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, United States and registered with the Division of Corporations under number 4657855
and

Ardagh Packaging Finance plc

a public limited company with its registered office located at Ardagh House, South County Business Park, Leopardstown, Dublin 18 D18 PX68, Ireland and registered with the CRO under number 489258

Dollar-denominated 6.500% / 7.250% senior secured toggle notes due 2027

(ISIN: USL02238AH37 (Regulation S) and US00191AAD81 (Rule 144A))
CUSIP: L02238AH3 (Regulation S) and 00191AAD8 (Rule 144A))
(the “Existing Dollar PIK Notes”)

Euro-denominated 5.000% / 5.750% senior secured toggle notes due 2027

(ISIN: XS2079032483 (Regulation S) and XS2079032640 (Rule 144A))

Common Code: 207903248 (Regulation S) and 207903264 (Rule 144A))
(the “**Existing Euro PIK Notes**” and together with the Existing Dollar PIK Notes, the “**Existing PIK Notes**”
and together with the Existing SSNs and the Existing SUNs, the “**Existing Notes**”)

of

ARD Finance S.A.

a public limited liability company (société anonyme) with its registered office located at 56, rue Charles Martel, L-2134
Luxembourg, Luxembourg and registered with the R.C.S. Luxembourg under number B 160806

September 29, 2025

Ardagh announces launch of consent solicitations to amend its existing indentures and mandatorily transfer certain of its existing notes in consideration for new securities.

Ardagh Holdings USA Inc., Ardagh Packaging Finance plc (together, the “**Existing Co-Issuers**”) and ARD Finance S.A. (the “**Existing PIK Issuer**” and together with the Existing Co-Issuers the “**Issuers**”, and together with their affiliates and subsidiaries, “**Ardagh**”) are pleased to announce that they have launched consent solicitations (collectively, the “**Consent Solicitations**”) to noteholders (the “**Noteholders**”) of their Existing Notes in connection with the recapitalization transaction (the “**Transaction**”) previously announced by Ardagh Group S.A. (“**AGSA**”) on July 28, 2025.

We have agreed the terms of the Transaction, including the Consent Solicitations, with the Initial Consenting Holders, who have agreed to consent to the Proposed Amendments and Additional Consents and who represent approximately 96.3% by value of the Existing SSNs issued under the Existing 2019 SSN Indenture, 100.0% by value of the Existing SSNs issued under the Existing 2020 SSN Indenture, 97.9% by value of the Existing SUNs issued under the Existing 2017 SUN Indenture, 100.0% by value of the Existing SUNs issued under the Existing 2019 SUN Indenture, 100.0% by value of the Existing SUNs issued under the Existing 2020 SUN Indenture and 81.8% by value of the Existing PIK Notes issued under the Existing PIK Indenture, respectively.

The full details of the Transaction and the Consent Solicitations are provided in the consent solicitation statement dated as of the date hereof (the “**Consent Solicitation Statement**”) distributed by the Existing Co-Issuers and the Existing PIK Issuer and made available to Noteholders by the Information Agent.

Terms used but not otherwise defined in this announcement shall have the meaning assigned to them in the Consent Solicitation Statement. This announcement is a summary of the Consent Solicitation Statement only. It highlights selected information contained in the Consent Solicitation Statement and does not contain all of the information that you should consider before making a determination with respect to the Consent Solicitations or the Transaction.

The key terms of the Consent Solicitations are as follows:

SSN Consent Solicitation

In the SSN Consent Solicitation, the Existing Co-Issuers are soliciting consents to (i) amend each Existing SSN Indenture and the Existing SSNs to permit the mandatory transfer (the “**SSN Mandatory Transfer**”) of 100% of the outstanding Existing SSNs to Ardagh Packaging Finance plc (“**APF**”) and AGSA in the aggregate (the “**SSN Proposed Amendments**”) and (ii)(a) appoint GLAS Trust Company LLC, as the new trustee, registrar, transfer agent and principal paying agent for the Existing SSNs, (b) permit the incurrence of the First Lien Notes (as further described below) prior to the Settlement Date if necessary for purposes of implementing the Transaction (together with (ii)(a), the “**SSN 50% Consents**”) and (c) certain additional matters required to implement the Transaction as described in more detail in the Consent Solicitation Statement (together with the SSN 50% Consents, the “**SSN Additional Consents**”).

In consideration for the SSN Mandatory Transfer, each Eligible Holder of Existing SSNs will be entitled to receive, for no additional consideration, new dollar-denominated and euro-denominated 11.000% / 12.000% senior secured toggle notes due 2030 (the “**Second Lien Notes**”) to be co-issued by APF and AGSA (together, the “**New Co-Issuers**”) in a quantum and denomination equal to such Eligible Holder’s Existing SSNs. No consideration will be paid, and the Second Lien Notes will not be issued, to Eligible Holders of the Existing SSNs (including for providing their consents in the SSN Consent Solicitation) unless the SSN Mandatory Transfer

occurs. Such Second Lien Notes will be issued promptly after the SSN Mandatory Transfer occurs on the Settlement Date. The terms of the Second Lien Notes are described in the Consent Solicitation Statement.

Accrued and unpaid interest on Existing SSNs mandatorily transferred pursuant to the SSN Consent Solicitation to but excluding the Settlement Date will be paid in cash on the Settlement Date. The amount of interest due on the first interest payment date in respect of the Second Lien Notes will comprise accrued and unpaid interest in respect of the Second Lien Notes from and including the Settlement Date to and excluding such first interest payment date.

If, in respect of any Existing SSN Indenture, Existing SSN Holders representing not less than 90% of the then outstanding principal amount of the Existing SSNs under such Existing SSN Indenture have consented to the SSN Consent Solicitation (the “**SSN 90% Condition**”) and the SSN 90% Condition has been met in respect of all Existing SSN Indentures on or before the Expiration Time (the “**SSN 90% Threshold**”), then in order to facilitate the SSN Mandatory Transfer, the SSN Proposed Amendments will be implemented on the Settlement Date to amend such Existing SSN Indenture and Existing SSNs in accordance with the terms of the Consent Solicitation Statement and in the form of a supplemental indenture (the “**SSN Supplemental Indenture**”).

If, in respect of any Existing SSN Indenture, Existing SSN Holders representing not less than a majority in principal amount of the then outstanding principal amount of the Existing SSNs under such Existing SSN Indenture have consented to the SSN Consent Solicitation (the “**SSN 50% Condition**”) and the SSN 50% Condition has been met in respect of all Existing SSN Indentures on or before the Expiration Time (the “**SSN 50% Threshold**”), the Existing Co-Issuers reserve the right to implement the SSN 50% Consent prior to execution of the SSN Supplemental Indentures in any manner as may be agreed with the Outgoing Agent and the Successor Agent.

SUN Consent Solicitation

In the SUN Consent Solicitation, the Existing Co-Issuers are soliciting consents to (i) amend each Existing SUN Indenture and the Existing SUNs to permit the mandatory transfer (the “**SUN Mandatory Transfer**”) of 100% of the Existing SUNs to Yeoman Capital S.A. (“**EquityCo**”) (the “**SUN Proposed Amendments**”) and (ii)(a) appoint GLAS Trust Company LLC as the new trustee, registrar, transfer agent and principal paying agent for the Existing SUNs, (b) permit the incurrence of First Lien Notes prior to the Settlement Date if necessary for purposes of implementing the Transaction (together with (ii)(a), the “**SUN 50% Consents**”) and (c) certain additional matters required to implement the Transaction as described in more detail in the Consent Solicitation Statement (together with the SUN 50% Consents, the “**SUN Additional Consents**”).

In consideration for the SUN Mandatory Transfer, each Eligible Holder of Existing SUNs will be entitled to receive its *pro rata* portion of 92.5% of the total issued and outstanding ordinary shares of EquityCo (the “**EquityCo Shares**”), which shall be allocated to Existing SUN Holders by reference to the principal amount of Existing SUNs held at the Settlement Date. No consideration will be paid, and the EquityCo Shares will not be issued, to Eligible Holders of the Existing SUNs (including for providing their consents in the SUN Consent Solicitation) unless the SUN Mandatory Transfer occurs. Such EquityCo Shares will be issued promptly after the SUN Mandatory Transfer occurs on the Settlement Date. Accrued and unpaid interest on Existing SUNs to, but excluding, the Settlement Date, shall be exchanged, contributed, transferred (or any other step that has a substantially similar effect) to EquityCo as part of the SUN Mandatory Transfer in accordance with the terms set forth in the Consent Solicitation Statement and in the SUN Supplemental Indentures (as defined herein).

If, in respect of any Existing SUN Indenture, Existing SUN Holders representing not less than 90% of the then outstanding principal amount of the Existing SUNs under such Existing SUN Indenture have consented to the SUN Consent Solicitation (the “**SUN 90% Condition**”) and the SUN 90% Condition has been met in respect of all Existing SUN Indentures on or before the Expiration Time (the “**SUN 90% Threshold**”), then in order to facilitate the SUN Mandatory Transfer, the SUN Proposed Amendments will be implemented on the Settlement Date to amend such Existing SUN Indenture and Existing SUNs in accordance with the terms of the Consent Solicitation Statement and in the form of a supplemental indenture (each, a “**SUN Supplemental Indenture**”).

If, in respect of any Existing SUN Indenture, Existing SUN Holders representing not less than a majority in principal amount of the then outstanding principal amount of the Existing SUNs under such Existing SUN Indenture have consented to the SUN Consent Solicitation (the “**SUN 50% Condition**”) and the SUN 50% Condition has been met in respect of all Existing SUN Indentures on or before the Expiration Time (the “**SUN 50% Threshold**”), the Existing Co-Issuers reserve the right to implement the SUN 50% Consents prior to

execution of the SUN Supplemental Indentures in any manner as may be agreed with the Outgoing Agent and the Successor Agent.

PIK Notes 90% Consent Solicitation

In the PIK Notes 90% Consent Solicitation, the Existing PIK Issuer is soliciting consents to (i) amend the Existing PIK Indenture and the Existing PIK Notes to permit the mandatory transfer (the “**PIK Mandatory Transfer**”) of 100% of the Existing PIK Notes to EquityCo (the “**PIK Notes 90% Proposed Amendments**”) and (ii) certain additional matters required to implement the Transaction as described in more detail in this Consent Solicitation Statement (the “**PIK 90% Additional Consents**”).

In consideration for the PIK Mandatory Transfer, each Eligible Holder of Existing PIK Notes will be entitled to receive its *pro rata* portion of 70% of the remaining 7.5% of the total issued EquityCo Shares allocated to Existing PIK Holders by reference to the principal amount of Existing PIK Notes held at the Settlement Date (the “**PIK Notes Base Consideration**”) and, in respect of Eligible Holders of the Existing PIK Notes who initially committed to consent prior to August 12, 2025 (the “**Early Consent Time**”), also will be entitled to receive its *pro rata* portion of the remaining 30% of the remaining 7.5% of the total issued EquityCo Shares allocated to Existing PIK Holders by reference to the principal amount of Existing PIK Notes held at the Settlement Date (the “**PIK Notes Early Participation Consideration**”). Such EquityCo Shares will be transferred by an entity that becomes the sole owner of EquityCo prior to such transfer (“**New Bidco**”) to such Eligible Holders of Existing PIK Notes and/or the Holding Period Trustee, as applicable, in each case in accordance with the Consent Solicitation Statement. No consideration will be paid and no shares issued to Eligible Holders of the Existing PIK Notes (including for providing their consents in the PIK Notes Consent Solicitations) unless the PIK Mandatory Transfer occurs. The PIK Notes Base Consideration and, if applicable, the PIK Notes Early Participation Consideration will be issued promptly after the PIK Mandatory Transfer on the Settlement Date.

Accrued and unpaid interest on Existing PIK Notes up to but excluding the Settlement Date, shall be exchanged, contributed, transferred (or any other step that has a substantially similar effect) to EquityCo as part of the PIK Mandatory Transfer in accordance with the terms set forth in the Consent Solicitation Statement and in the PIK Supplemental Indenture.

If, in respect of any Existing PIK Indenture, Existing PIK Holders representing not less than 90% of the outstanding principal amount of the Existing PIK Notes under such Existing PIK Indenture have consented to the PIK Notes Consent Solicitation (the “**PIK Notes 90% Condition**”) and the PIK Notes 90% Condition has been met in respect of the Existing PIK Indenture on or before the Expiration Time (the “**PIK Notes 90% Threshold**”), then in order to facilitate the PIK Mandatory Transfer, the PIK Notes 90% Proposed Amendments will be implemented on the Settlement Date to amend such Existing PIK Notes Indenture and Existing PIK Notes in accordance with the terms of the Consent Solicitation Statement and in the form of a supplemental indenture (the “**PIK Notes 90% Supplemental Indenture**”).

PIK Notes 50% Consent Solicitation

In the PIK Notes 50% Consent Solicitation, the Existing PIK Issuer is soliciting consents from Eligible Holders of the Existing PIK Notes, upon the terms and subject to the conditions set forth in the Consent Solicitation Statement, to execute a supplemental indenture to the Existing PIK Indenture (the “**PIK Notes 50% Supplemental Indenture**”), to give effect to certain amendments (the “**PIK Notes 50% Proposed Amendments**”) to the Existing PIK Indenture, which, if effected and operative, will: (i) appoint GLAS Trust Company LLC as the new trustee, security agent, registrar, transfer agent, principal paying agent and security agent for the Existing PIK Notes; (ii) amend voting and consent provisions in the Existing PIK Indenture to state that the trustee and the security agent can rely on instructions to take actions under the Existing PIK Indenture from beneficial owners of the Existing PIK Notes representing the requisite aggregate principal amount of Existing PIK Notes required to take such action under the Existing PIK Indenture; and (iii) waive on and from the time that the PIK Notes 50% Supplemental Indenture becomes effective but only until revoked in accordance with its terms on the Settlement Date, any breach, Default or Event of Default under the Existing PIK Notes and the Existing PIK Indenture, as amended by the PIK Notes 50% Supplemental Indenture, that may be so waived with the consent of the holders of at least a majority in aggregate principal amount of the Existing PIK Notes, and any and all consequences thereof and any rights or remedies in respect thereof, in each case arising or that may arise solely as a result of any action, step or transaction taken in connection with the Transaction, other than an Event of Default caused by initiation of any court-based implementation of the Transaction in the event the PIK Notes 90% Condition is not satisfied. The Existing PIK Issuer is also soliciting consents to certain additional matters

required to implement the Transaction as described in more detail in this Consent Solicitation Statement (the “**PIK Notes 50% Additional Consents**”).

Subject to the Existing PIK Holders representing not less than a majority in principal amount of the Existing PIK Notes having consented to the PIK Notes 50% Consent Solicitations on or before the Expiration Time (the “**PIK Notes 50% Condition**”), the Existing PIK Issuer shall execute the PIK Notes 50% Supplemental Indenture promptly upon confirmation that the PIK Notes 50% Condition has been met, following which the PIK Notes 50% Additional Consents and the PIK Notes 50% Proposed Amendments will become immediately effective and operative. This may happen prior to the Expiration Time.

Eligibility to Participate. The Consent Solicitations are directed, and the new securities issued in accordance with the Transaction will be issued, only to those Noteholders who are Eligible Holders, meaning either (A)(i) “qualified institutional buyers” (as that term is defined in Rule 144A under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”)) transacting in a private transaction in reliance upon an exemption from the registration requirements of the U.S. Securities Act, or (ii) holders who are not “U.S. persons” (as that term is defined in Rule 902 under the U.S. Securities Act) that are outside the United States transacting in an offshore transaction in accordance with Regulation S under the Securities Act (and if they are resident in any member state of the European Economic Area (“**EEA**”), they are qualified investors (within the meaning of Article 1(4)(A) of the Prospectus Regulation) or if they are resident in the United Kingdom, they are not “retail investors” in the United Kingdom). Kroll Issuer Services Limited (the “**Information Agent**”) will require that holders of Existing Notes certify that they are Eligible Holders in order for them to access the Consent Solicitation Statement and participate in the Consent Solicitations. Only holders of Existing Notes who have certified that they are Eligible Holders are authorized to receive and review this Consent Solicitation Statement and to participate in the Consent Solicitations.

Only Eligible Holders are authorized to participate in the Consent Solicitations. To participate in the Consent Solicitations, Eligible Holders must (i) validly submit and not withdraw an Electronic Consent Instruction and (ii) validly complete and execute the Qualifying Documentation (each as described in more detail in the Consent Solicitation Statement), and in each case to be received by the Information Agent prior to the Expiration Time.

Implementation. The Transaction is subject to satisfaction or (as applicable) waiver of certain implementation conditions including, amongst others, receiving consents to the Proposed Amendments from Noteholders meeting the SSN 90% Condition, the SUN 90% Condition and either the PIK Notes 90% Condition or the PIK Notes 50% Condition (the “**Requisite Consents**”), and as further described in the Consent Solicitation Statement. If the Requisite Consents are obtained, the Existing Co-Issuers and the Existing PIK Issuer will accept all Existing Notes for which Electronic Consent Instructions have been delivered by Accepted Holders and implement the Transaction as described in the Consent Solicitation Statement on the Settlement Date. Promptly following the Settlement Date, AGSA and the Existing PIK Issuer will make an announcement confirming that the Consent Solicitations have settled and that the relevant Proposed Amendments have become operative promptly following the Expiration Time.

Expiration Time. 5:00 p.m. New York time on October 27, 2025, unless one or more of such transactions is otherwise extended, re-opened, amended or earlier terminated as provided in the Consent Solicitation Statement and associated documents or as required by law.

The Existing Co-Issuers and the Existing PIK Issuer, as applicable, may, in their discretion, extend, re-open, or amend any one or more of the Consent Solicitations and/or waive any Settlement Condition (to the extent permitted by law) or terminate any one or more of the Consent Solicitations at any time, in whole or in part. In the event of a termination of the Consent Solicitations, the Electronic Consent Instructions with respect to any Existing Notes held through a Clearing System (including the blocking instructions) with respect to such Existing Notes will be released on the terms set forth in this Consent Solicitation Statement, provided that any extension of one or more of the Consent Solicitations exceeding five U.S. Business Days after the initial Expiration Time requires the consent of the SSN Group and SUN Group. If the Existing Co-Issuers and Existing PIK Issuer decide to extend the Expiration Time or re-open any of the Consent Solicitations, the Existing Co-Issuers and the Existing PIK Issuer, respectively, will announce any extensions or re-openings by press release or other permitted means no later than 9:00 a.m. New York time on the first Business Day immediately following the previously scheduled Expiration Time.

Withdrawal. A Consenting Holder may revoke its consents to the Proposed Amendments and Additional Consents by validly submitting a Withdrawal Notice, in accordance with the terms of the Consent Solicitation Statement, prior to (but not on or after) the Effective Time. On and following the Effective Time, consents to the

Proposed Amendments and Additional Consents can no longer be revoked except as described in the Consent Solicitation Statement or as required by law. Noteholders should be aware that the Effective Time may occur prior to the Expiration Time.

First Lien Notes Issuance

As further described in the Consent Solicitation Statement, in connection with the Transaction, AGSA also intends to offer in one or more tranches (the “**First Lien Notes Issuance**”) to each member of the SSN Group and SUN Group who is also an Eligible Holder, on the terms and subject to the conditions and offer restrictions set out in the Consent Solicitation and other definitive documents, an aggregate principal amount of \$1,500,000,000 (plus an additional amount of notes representing a backstop premium and commitment premium) of new first lien 9.500% senior secured notes due 2030 (the “**First Lien Notes**”) to be issued by AGSA under the First Lien Notes Indenture pursuant to a private placement transaction. The First Lien Notes will benefit from the Second Lien Guarantees and Collateral; however, the First Lien Notes will rank senior in priority of payment to the Second Lien Notes and will be secured on a first-priority basis over the Collateral over the Second Lien Notes.

Additional Information

The Consent Solicitation Statement will also be made available to all Eligible Holders through the Information Agent:

Kroll Issuer Services Limited

Address: The News Building, 3 London Bridge Street,
London SE1 9SG, United Kingdom
Telephone: +44 207 704 089 09
Email: ard@is.kroll.com
Attention: Deal team

If you have any questions about the Consent Solicitations, you should contact Kroll Issuer Services Limited.

Houlihan Lokey UK Limited (“**Houlihan Lokey**”) acts as financial adviser to the Issuers. Kirkland & Ellis International LLP acts as legal advisor to the Issuers. Akin Gump Strauss Hauer & Feld LLP acts as legal advisor to certain consenting Noteholders. Gibson, Dunn & Crutcher LLP acts as legal advisor to certain other consenting Noteholders.

About Ardagh

Ardagh Group is a global supplier of sustainable, infinitely recyclable, metal and glass packaging for brand owners around the world. Ardagh operates 58 metal and glass production facilities in 16 countries, employing approximately 19,000 people with sales of approximately \$9.1 billion.

Important notice

This release 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 announcement, 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, or an exemption from registration.

This release contains “forward-looking” information. The forward-looking information is based upon certain assumptions about future events or conditions and is intended to illustrate hypothetical results under those conditions. Actual events or conditions are unlikely to be consistent with and may materially differ from those assumed. Any views or opinions expressed in this release (including statements or forecasts) constitute the judgement of Ardagh as of the date of this material and are subject to change without notice. You are cautioned not to place undue reliance on any forward-looking information.

Any projections or forecasts in this release are illustrative only and have been based on the estimates and assumptions when Ardagh’s business plan was prepared. Such estimates and assumptions may or may not prove to be correct. These projections do not constitute a forecast or prediction of actual results and there can be no assurance that the projected results will actually be realized or achieved. Actual results may depend on future

events which are not in Ardagh's control and may be materially affected by unforeseen economic or other circumstances.

The Consent Solicitations are directed only to those Noteholders who are Eligible Holders.