

Fourcore Tech Finance Ltd.
London, United Kingdom

**VOTING WITHOUT MEETING
CALL FOR VOTES**

by Fourcore Tech Finance Ltd. (formerly Cardea Luna Capital Partners Ltd), a *limited liability company* under the laws of England, registered with Companies House in England and Wales under number 15038183, with its registered office at 111 Seven Sisters Road - Unit C Finsbury Park London N7 7FN, United Kingdom ("**Fourcore Tech Finance Ltd.**" or "**Issuer**"), concerning the

EUR 50,000,000.00 bearer bonds
ISIN: DE000A3K5H67, WKN: A3K5H6

(collectively, the "**Bond**")

divided into 50,000 bearer bonds with a nominal value of EUR 1,000.00 each (each a "**Bond**" and together the "**Bonds**").

The Issuer hereby requests the holders of the Bonds (each a "**Bondholder**" and collectively the "**Bondholders**") to cast their votes in a vote without a meeting within the period from

Wednesday, 18 February 2026 at 0:00 a.m. (CET),

to

Friday, 20 February 2026 at 24:00 (CET)

to the notary Dr Armin Hauschild, whose office is located in Düsseldorf ("**vote without a meeting**"; the request to vote is hereinafter referred to as **the "request to vote"**).

HINWEISE

Inhaber der EUR 50.000.000,00 auf den Inhaber lautenden Teilschuldverschreibungen (ISIN DE000A3K5H67) der Emittentin sollten die nachfolgenden Hinweise beachten.

Die Veröffentlichung dieser Aufforderung zur Stimmabgabe stellt kein Angebot dar. Insbesondere stellt die Veröffentlichung dieser Aufforderung zur Stimmabgabe weder ein öffentliches Angebot zum Verkauf noch ein Angebot oder eine Aufforderung zum Erwerb, Kauf oder zur Zeichnung von Schuldverschreibungen oder sonstigen Wertpapieren dar.

Die nachfolgenden Vorbemerkungen dieser Aufforderung zur Stimmabgabe (s. Abschnitt A.) sind von der Emittentin freiwillig erstellt worden, um den Anleihegläubigern die Hintergründe für die Beschlussgegenstände der Abstimmung ohne Versammlung und die konkreten Beschlussvorschläge zu erläutern. Die betreffenden Ausführungen sind keinesfalls als abschließende Entscheidungsgrundlage für das Abstimmungsverhalten der Anleihegläubiger zu verstehen. Die Emittentin übernimmt keine Gewähr dafür, dass die Vorbemerkungen dieser Einladung alle Informationen enthalten, die für eine Entscheidung über die Beschlussgegenstände erforderlich oder zweckmäßig sind.

Diese Aufforderung zur Stimmabgabe ersetzt nicht eine eigenständige Prüfung und Bewertung der Beschlussgegenstände sowie eine weitere Prüfung der rechtlichen, wirtschaftlichen, finanziellen und sonstigen Verhältnisse der Emittentin durch jeden einzelnen Anleihegläubiger. Jeder Anleihegläubiger sollte seine Entscheidung über die Abstimmung zu den Beschlussgegenständen der Abstimmung ohne Versammlung nicht allein

NOTES

Holders of the EUR 50,000,000.00 bearer bonds (ISIN DE000A3K5H67) issued by the Issuer should note the following information.

The publication of this invitation to vote does not constitute an offer. In particular, the publication of this invitation to vote does not constitute a public offer to sell or an offer or invitation to acquire, purchase or subscribe for notes, bonds or other securities.

The following preliminary remarks to this invitation to vote (see Section A.) have been prepared voluntarily by the issuer in order to explain to the bondholders the background to the items on the agenda for the vote without a meeting and the specific proposals for resolutions. The relevant explanations are in no way to be understood as a definitive basis for the bondholders' voting behaviour. The issuer does not guarantee that the preliminary remarks to this invitation contain all the information necessary or appropriate for a decision on the items to be resolved.

This invitation to vote does not replace an independent review and assessment of the items to be resolved, nor does it replace a further review of the legal, economic, financial and other circumstances of the Issuer by each individual bondholder. , each Noteholder should make their decision on the resolutions to be voted on without a meeting not solely on the basis of this invitation to vote, but by taking into account all available

auf der Grundlage dieser Aufforderung zur Stimmabgabe, sondern unter Heranziehung aller verfügbaren Informationen, einschließlich der Anleihebedingungen und der Veröffentlichungen der Emittentin, sowie gegebenenfalls unter Einschaltung eines eigenen steuerlichen, rechtlichen und wirtschaftlichen Beraters treffen.

information, including the terms and conditions of the Notes and the Issuer's publications, and, if necessary, by consulting their own tax, legal and economic advisors.

A. PRELIMINARY REMARKS

I. Background

The Issuer, formerly known as Cardea Capital Partners Ltd., is a group company of the Fourcore Group, which is a specialist financial services provider in the areas of strategic consulting and M&A.

On 28 February 2024, the Issuer issued the bond with a total nominal value of EUR 50,000,000.00. The bond has an annual coupon of 10% and matures on 28 February 2026.

In addition, on 16 September 2024, the issuer issued another bond with a total nominal value of EUR 150,000,000.00, consisting of 150,000 bearer bonds with a nominal value of EUR 1,000.00 each. This additional bond has an annual coupon of 10.25% and a term until 16 September 2029. Like the bond, the additional bond is listed on the Frankfurt OTC market (ISIN: DE000A3L2B98, WKN: A3L2B9 – the "24/29 **bond**").

Due to delays in several events for which the issuer expects to receive significant payments, which were to be used to finance, among other things, the final coupon payment and the redemption of the bond, the issuer will not be able to make these payments.

II. Planned amendment to the bond terms

1. Last year, the issuer already agreed with several bond creditors that they would waive the annual coupon under the bond, which was due on 28 February 2025, and exchange their partial debentures for partial debentures of the 24/29 bond.
2. The issuer now finds itself compelled to obtain the consent of the bondholders to amend the bond terms in order to avoid a payment obligation for the coupon and a repayment of the bond on 28 February 2026. Therefore, the bond terms are to be amended to bring them into line with the terms of the 24/29 bond. The adjustment includes:
 - Extension of the term of the bond until 16 September 2029
 - Increase in the annual coupon by 0.25% from 10% to 10.25%

- Change in the future coupon payment date from 28 February to 16 September
- Transitional arrangement for the 2026 coupon payment

III. Approval requirement of bondholders

The proposed amendments to the bond terms and conditions require the approval of the bondholders by resolution in accordance with Section 5 (3) of the German Bond Act (Schuldverschreibungsgesetz – SchVG) and Section 11 A. (2) of the bond terms and conditions. Pursuant to Section 5 (4) SchVG and Section 11 A (2) of the bond terms and conditions, a majority of at least 75% of the voting rights participating in the vote is required.

The issuer has decided to obtain the consent of the bondholders by way of a vote without a meeting in accordance with Section 18 SchVG.

IV. Consequences of not achieving the required majority

If the required majority for the resolution is not achieved, the issuer will probably not be able to meet its existing liabilities as planned. This could lead to significant liquidity problems and, in the worst case, result in the issuer's insolvency.

The issuer therefore appeals to all bondholders to participate in the vote and approve the proposed amendments.

B. SUBJECTS OF THE RESOLUTION

Bondholders are requested to vote on the following items:

Sole subject matter of the resolution: Approval of the amendment to the bond terms and conditions with regard to interest and the term of the bond

The bondholders are requested to pass the following resolutions:

"The bondholders approve the following amendments to the bond terms and conditions:

- a) Amendment to the interest rate (Section 3 of the bond terms and conditions)

Section 3 (1) of the bond terms and conditions is reworded as follows:

"(1) *Interest rate.*

- (a) The Notes shall bear interest at a rate of 10% p.a. ("**Initial Interest Rate**") from (and including) 28 February 2024 to (but excluding) 28 February 2026 on the basis of their Specified Denomination.

(b) From (and including) 28 February 2026 until (but excluding) the Maturity Date (as defined in § 5(1)), the Notes shall bear interest at a rate of 10.25% p.a. ("**New Interest Rate**") based on their Specified Denomination."

The following paragraph 1a is inserted in § 3 of the bond terms and conditions:

"(1a) *Interest payment dates*

(a) Interest for the interest period from (and including) 28 February 2024 to (but excluding) 28 February 2025 was due on 28 February 2025.

(b) Interest for the interest period from (and including) 28 February 2025 to (but excluding) 28 February 2026 is calculated on the basis of the Initial Interest Rate and is due on 16 September 2026.

(c) A shortened interest period is formed for the period from (and including) 28 February 2026 to (but excluding) 16 September 2026. Interest for this period is calculated on the basis of the New Interest Rate and is due on 16 September 2026.

(d) From (and including) 16 September 2026, the interest periods shall run annually until 16 September of each year. Interest shall be calculated on the basis of the New Interest Rate and shall be payable in arrears on 16 September of each year. The last interest period shall end on the Maturity Date."

(the due dates specified in this paragraph are each referred to as an "**Interest Payment Date**").

Otherwise, Section 3 of the bond terms and conditions remains unchanged.

b) Change in term/redemption (Section 5 of the bond terms and conditions)

Section 5 (1) of the bond terms and conditions is reworded as follows:

"(1) *Redemption at maturity*. Unless already redeemed or purchased and cancelled in whole or in part, the Notes shall be redeemed at their Specified Denomination on 16 September 2029 (the "**Maturity Date**")."

Otherwise, Section 5 of the Bond Terms and Conditions remains unchanged.

c) Amendment to the section "Definitions" (Section 13 of the Bond Terms and Conditions)

The last paragraph of Section 13 of the Bond Terms and Conditions is reworded as follows:

"**Interest Payment Date**" has the meaning assigned to this term in Section 3(1a)."

d) No further amendments will be made to the Bond Terms and Conditions.

C. EXPLANATIONS REGARDING THE PROCEDURE FOR VOTING WITHOUT A MEETING

I. Legal basis

Voting without a meeting is carried out in accordance with the provisions of Section 18 of the SchVG in conjunction with Section 11 (5) of the bond terms and conditions. Pursuant to Section 18 (1) of the SchVG, bondholders may also pass resolutions without a meeting if the issuer requests the bondholders to vote, informing them of the items to be resolved and the proposals for resolution.

II. Eligibility and proof of eligibility

1. Eligibility

All bondholders who have registered their bonds by no later than

Sunday, 15 February 2026, at 24:00 (CET)
(the "record date")

by submitting special proof from the custodian bank of the proportion of the bond amount and by submitting a blocking notice from the custodian bank to the registration office specified below.

2. Proof; blocking notice

The special certificate from the custodian bank must be in German or English and refer to the record date. The certificate must contain the following information:

- Name and address of the bondholder
- Nominal amount of the bonds held that are recorded in the securities account on the date of proof

The blocking notice from the custodian bank must state that the bonds in question are non-transferable from the date of dispatch of the application (inclusive) until the last day of the voting period (inclusive).

3. Registration office

The proof and the blocking note must be submitted to the notary listed below, who acts as the coordination manager and also serves as the registration office:

Notary Dr Armin Hauschild

- Voting supervisor -

Fourcore Tech Finance Ltd. "Bond 10% 24/26" /

Voting without a meeting

Schadow Arkaden
Blumenstraße 28
40212 Düsseldorf
Fax: +49 (0) 211 86525-25
Email: fourcore@hauschild-boettcher.de

III. Voting

1. Voting rights

Voting rights correspond to the nominal amount of the outstanding bonds. Each partial bond with a nominal value of EUR 1,000 grants one vote.

Bonds belonging to the issuer or an affiliated company (§ 271 (2) of the German Commercial Code) or held on behalf of the issuer or an affiliated company do not grant any voting rights. At the time of this request, this is not the case.

2. Voting period

Votes shall be cast within the period from

Wednesday, 18 February 2026, at 0:00 a.m. (CET),
to
Friday, 20 February 2026, at 24:00 (CET)
(the "Voting Period").

3. Form of voting

Votes shall be cast in writing (e.g., by post, fax or email) to the notary acting as the chair of the vote under the following address.

Notary Dr Armin Hauschild

- Voting supervisor -

Fourcore Tech Finance Ltd. "Bond 10% 24/26" /

Voting without a meeting

Schadow Arkaden

Blumenstraße 28

40212 Düsseldorf

Fax: +49 (0) 211 86525-25

Email: fourcore@hauschild-boettcher.de

The vote must be received by the voting officer **during** the voting period. Votes that are not received by the voting officer within the voting period, i.e. too early or too late, will not be counted.

The voting form attached as an appendix may be used. The completed and signed voting form must be sent by post, fax or email (as a scanned PDF file) to the above address.

4. Content of the vote

When casting their vote, bondholders may vote "yes" (approval), "no" (rejection) or "abstain" on each item on the agenda. If a bondholder does not cast a vote or does not cast a clear vote on an item on the agenda, this shall be deemed an abstention.

5. Changing or revoking your vote

Once cast, a vote may be changed or revoked until the end of the voting period. To do so, a new vote must be cast, stating the previous vote. The last vote received by the notary is decisive.

IV. Representation

1. Representation by authorised representatives

Each bondholder may be represented by a proxy when casting their vote. The proxy must be in writing and submitted to the notary together with the vote.

2. Representation by institutional representatives

Representatives of bondholders who are legal entities or partnerships under German law (e.g. Aktiengesellschaft, GmbH, Kommanditgesellschaft, Offene Handelsgesellschaft, Unternehmungsgesellschaft, GbR) or under foreign law (e.g. Limited under English law) must also provide proof of their power of representation by the end of the voting period. This can be done by sending a current extract from the relevant register (e.g. commercial register, register of associations) or by providing other equivalent confirmation (e.g. *certificate of incumbency*, *secretary certificate*). This also applies if the representative authorises a proxy on behalf of the bondholder.

3. Representation by legal representatives

If bondholders are represented by a legal representative (e.g. a child by its parents, a ward by its guardian) or by an official (e.g. an insolvent debtor by the insolvency administrator appointed for him), the legal representative or official must provide suitable proof of their legal power of representation by the end of the voting period at the latest (e.g. by means of a copy of civil status documents or the certificate of appointment). This also applies if the representative in turn authorises a proxy to act on behalf of the bondholder.

V. Requests for additions and counter-motions

1. Requests for additions

Bondholders whose bonds together amount to 5 per cent of the outstanding bonds may request that new items be announced for resolution (supplementary request).

The supplementary request, including a proposed resolution, must be sent in text form to the above address of the notary and must be received by no later than

Tuesday, 10 February 2026, 12:00 noon (CET)

. As proof that the 5 per cent threshold has been reached, the request must be accompanied by special evidence from the custodian bank without a blocking note, as explained in section II.2 .

If received in good time, the supplementary request will be published in the Federal Gazette. Requests not received in good time cannot be taken into account in the vote.

2. Counter-motions

Any bondholder may submit a counter-motion to the items of resolution announced in this invitation.

Counter-motions, including a proposed resolution, must be sent in writing to the above address of the notary and must be received by no later than

Monday, 16 February 2026, 24:00 hours (CET).

As proof of the bondholder's entitlement, the counter-motion must be accompanied by the special certificate from the custodian bank without a blocking note, as explained in section II.2 .

If received in good time, the counter-motion will be published on the Internet at

<https://cardealuna.co.uk/>

. Motions that are not received in time cannot be considered in the vote.

VI. Right to information

Bondholders who have duly registered to vote without attending the meeting have the right to submit questions regarding the items on the agenda and the vote prior to the vote. Questions must be submitted to the issuer by no later than

Sunday, 15 February 2026, 24:00 (CET)

. Questions should be sent to the following address:

Fourcore Tech Finance Ltd
Investor Relations
111 Seven Sisters Road - Unit C
Finsbury Park,
London N7 7FN
United Kingdom
Email: investor-relations@cardealuna.co.uk

Properly submitted questions and the issuer's responses will be published on the Internet at the latest at the start of the voting period on Wednesday, 18 February 2026, at 0:00 a.m. (CET) at the following address

<https://cardealuna.co.uk/>

stating the name of the Noteholder.

VII. Resolution and majority requirements

1. Quorum

In accordance with Section 18 (1) SchVG in conjunction with Section 15 (3) sentence 1 SchVG, the quorum for voting without a meeting shall only be reached if at least half of the total nominal amount of the outstanding bonds participates in the vote.

2. Majority requirements

Pursuant to Section 18 (1) SchVG in conjunction with Section 5 (3) SchVG and Section 11 (2) of the bond terms and conditions, the proposed amendments to the bond terms and conditions (sole subject matter of the resolution) require a majority of at least 75% of the voting rights participating in the vote.

3. Calculation of the majority

Only the voting rights of those bondholders who have proven their eligibility to participate in a timely and proper manner and have cast their votes will be taken into account when calculating the majority. Abstentions will not be counted when calculating the majority.

VIII. Determination of the voting result

The result of the vote shall be determined by the notary immediately after the expiry of the voting period in accordance with Section 18 (4) of the SchVG and published in the Federal Gazette and on the issuer's website.

IX. Effective date of the resolutions

The resolutions shall become effective in accordance with Section 20 (3) of the SchVG in conjunction with Section 11 (8) of the bond terms and conditions upon publication of the voting results in the Federal Gazette. It is clarified that in this case, the resolutions pursuant to Section 5 (1) and (2) of the SchVG shall be uniform and binding for all bondholders.

X. Costs

All costs of the vote without a meeting, including the costs of the notary and the registration office, shall be borne by the issuer.

D. FURTHER INFORMATION

I. Available documents

The following documents are available on the issuer's website at

<https://cardealuna.co.uk/>

- The currently applicable bond terms and conditions
- This request to vote, including the annexes
- Sample form for special proof of identity with blocking note as proof of legitimacy
- Questions and answers on the items to be resolved and on the vote, provided they are received by Sunday, 15 February 2026, 24:00

II. Further information

For further information on voting without a meeting, bondholders may contact the following:

Fourcore Tech Finance Ltd
111 Seven Sisters Road - Unit C
Finsbury Park,
London N7 7FN
United Kingdom
Email: investor-relations@cardealuna.co.uk

III. Data protection

1. Data controller

The controller responsible for the processing of personal data in connection with voting without a meeting is:

Fourcore Tech Finance Ltd
111 Seven Sisters Road - Unit C
Finsbury Park,
London N7 7FN
United Kingdom
Email: investor-relations@cardealuna.co.uk

2. Purpose of data processing

The personal data of the bondholders (in particular name, address, e-mail address, number of bonds) will be processed exclusively for the purpose of conducting the vote without a meeting.

3. Legal basis

The processing of personal data is carried out on the basis of Art. 6 (1) (f) GDPR in order to safeguard the legitimate interests of the issuer in the proper conduct of voting without a meeting.

4. Recipients of the data

The personal data will be passed on to the following recipients:

Notary Dr Armin Hauschild (for the purpose of conducting the vote and as registration office)

5. Storage period

Personal data will be deleted after the vote has been completed without a meeting and after the statutory retention periods have expired.

6. Rights of data subjects

Bondholders have the right to information, correction, deletion, restriction of processing, data portability and objection. Bondholders can contact the above-mentioned contact point to assert these rights.

In addition, bondholders have the right to lodge a complaint with a data protection supervisory authority.

E. PROPOSED RESOLUTIONS

Proposed resolution on the sole subject matter of the resolution:

"The bondholders approve the following amendments to the bond terms and conditions:

- a) Amendment to the interest rate (Section 3 of the bond terms and conditions)

Section 3 (1) of the bond terms and conditions is reworded as follows:

"(1) *Interest rate.*

(a) The Notes shall bear interest at a rate of 10% p.a. ("**Initial Interest Rate**") from (and including) 28 February 2024 to (but excluding) 28 February 2026 on the basis of their Specified Denomination.

(b) From (and including) 28 February 2026 until (but excluding) the Maturity Date (as defined in § 5(1)), the Notes shall bear interest at a rate of 10.25% p.a. ("**New Interest Rate**") based on their Specified Denomination."

The following paragraph 1a is inserted in § 3 of the bond terms and conditions:

"(1a) *Interest payment dates*

(a) Interest for the interest period from (and including) 28 February 2024 to (but excluding) 28 February 2025 was due on 28 February 2025.

(b) Interest for the interest period from (and including) 28 February 2025 to (but excluding) 28 February 2026 is calculated on the basis of the Initial Interest Rate and is due on 16 September 2026.

(c) A shortened interest period is formed for the period from (and including) 28 February 2026 to (but excluding) 16 September 2026. Interest for this period is calculated on the basis of the New Interest Rate and is due on 16 September 2026.

(d) From (and including) 16 September 2026, the interest periods shall run annually until 16 September of each year. Interest shall be calculated on the basis of the New Interest Rate and shall be payable in arrears on 16 September of each year. The last interest period shall end on the Maturity Date.

(the due dates specified in this paragraph are each referred to as an "**Interest Payment Date**")."

Otherwise, Section 3 of the bond terms and conditions remains unchanged.

- b) Change in term/redemption (Section 5 of the bond terms and conditions)

Section 5 (1) of the bond terms and conditions is reworded as follows:

"(1) *Redemption at maturity.* Unless already redeemed or purchased and cancelled in whole or in part, the Notes shall be redeemed at their Specified Denomination on 16 September 2029 (the "**Maturity Date**")."

Otherwise, Section 5 of the Bond Terms and Conditions remains unchanged.

- c) Amendment to the section "Definitions" (Section 13 of the Bond Terms and Conditions)

The last paragraph of Section 13 of the Bond Terms and Conditions is reworded as follows:

“**Interest Payment Date**” has the meaning assigned to this term in Section 3(1a).”

- d) No further amendments will be made to the Bond Terms and Conditions.

London, January 2026

Fourcore Tech Finance Ltd

The Management

APPENDICES:

Appendix 1: Voting form

Appendix 2: Proxy and instruction form

Appendix 3: Comparison of the current bond terms and conditions with the bond terms and conditions in the version proposed in the resolution