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Hinweis / Important Notice

Inhaber der EUR 64.816.710,00 (Stand: August 2023) 8,0% Reinstated 2023 Notes (die "Reinstated 2023 Notes") der Corestate Capital Holding S.A. (die "Emittentin") sollten die nachfolgenden Hinweise beachten.

Holders of the EUR 64,816,710.00 (as of August 2023) 8.0% Reinstated 2023 Notes (the "Reinstated 2023 Notes") of Corestate Capital Holding S.A. (the "Issuer") should take note of the instructions set out below.

Diese Aufforderung zur Stimmabgabe (die "**Aufforderung zur Stimmabgabe**") zur Abstimmung ohne Versammlung der Inhaber der Reinstated 2023 Notes (die "**Abstimmung**") stellt weder ein Angebot zum Verkauf noch ein Angebot oder eine Aufforderung zum Erwerb, Kauf oder zur Zeichnung von Wertpapieren dar.

*This invitation to vote (the "**Invitation to Vote**") without a meeting of the holders of the Reinstated 2023 Notes (the "**Voting**") constitutes neither an offer to sell nor an offer or a solicitation to acquire, purchase or subscribe for securities.*

Wertpapiere dürfen in den Vereinigten Staaten von Amerika nicht angeboten oder verkauft werden, es sei denn, sie sind nach dem United States Securities Act von 1933 in der jeweils gültigen Fassung (der "**Securities Act**") registriert oder sie werden in einer Transaktion angeboten oder verkauft, die von einer solchen Registrierung befreit ist oder ihr nicht unterliegt. Die Wertpapiere der Emittentin wurden und werden nicht nach dem Securities Act registriert.

*Securities may not be offered or sold in the United States of America unless they are registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or are offered or sold in a transaction exempt from, or not subject to, such registration. The securities of the Issuer have not been and will not be registered under the Securities Act.*

Diese Aufforderung zur Stimmabgabe richtet sich nicht an Personen (a) in den Vereinigten Staaten von Amerika, es sei denn, es handelt sich um qualifizierte institutionelle Käufer (*qualified institutional buyer*) gemäß der Definition in Rule 144A des Securities Act oder um akkreditierte Anleger (*accredited investors*) gemäß der Definition in Rule 501(a) des Securities Act, die jeweils auch qualifizierte Erwerber (*qualified purchasers*) gemäß der Definition in Section 2(a)(51) und den Rules 2a51-1, 2a51-2 und 2a51-3 des United States Investment Company Act von 1940 in der jeweils gültigen Fassung (der "**Investment Company Act**")

sind oder (b) außerhalb der Vereinigten Staaten von Amerika, die US-Personen (*U.S. persons*) gemäß der Definition in Regulation S des Securities Act sind.

This Invitation to Vote is not directed at persons (a) in the United States of America other than persons who are either qualified institutional buyers as defined in Rule 144A under the Securities Act or accredited investors as defined in Rule 501(a) under the Securities Act, in each case who are also qualified purchasers as defined in Section 2(a)(51) of, and Rules 2a51-1, 2a51-2 and 2a51-3 under, the United States Investment Company Act of 1940, as amended (the “Investment Company Act”) or (b) outside the United States of America who are U.S. persons as defined in Regulation S under the Securities Act.

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Neither the United States Securities and Exchange Commission nor any United States state securities commission has approved or disapproved of any securities in connection with the Voting or determined if this document is accurate or complete. Any representation to the contrary is a criminal offence in the United States of America.

Die nachfolgenden Vorbemerkungen sowie sämtliche Ausführungen zum Hintergrund für die Einberufung und Erläuterung des Beschlussgegenstands in dieser Aufforderung zur Stimmabgabe (**“Ausführungen”**) sind von der Emittentin freiwillig erstellt worden, um den Inhabern der Reinstated 2023 Notes (**“Anleihegläubiger”**) die Hintergründe für die Beschlussgegenstände der Abstimmung und die konkreten Beschlussvorschläge zu erläutern. Die Emittentin übernimmt keine Gewähr gleich welcher Art dafür, dass die Ausführungen alle Informationen enthalten, die für eine Entscheidung über die Beschlussgegenstände erforderlich oder zweckmäßig sind. Diese Aufforderung zur Stimmabgabe enthält Aussagen, welche die zukünftige Entwicklung der Emittentin betreffen. Diese Aussagen beruhen auf gegenwärtigen Annahmen und Schätzungen, die nach bestem Wissen der Emittentin getroffen wurden. Solche in die Zukunft gerichteten Aussagen unterliegen jedoch Risiken und Ungewissheiten, da sie sich auf zukünftige Ereignisse beziehen und auf Annahmen basieren, die gegebenenfalls in der Zukunft nicht eintreten werden. Die tatsächlichen Ergebnisse können wesentlich von den Ergebnissen abweichen, die in den zukunftsgerichteten Aussagen angenommen wurden.

*The following preliminary remarks and any other of the remarks regarding the background for the convening of the Meeting and explanation of the resolutions to be passed (Hintergrund für die Einberufung und Erläuterung des Beschlussgegenstands) in this Invitation to Vote (**“Remarks”**) have been drawn up voluntarily by the Issuer to outline the background of the resolutions to be passed by the Voting and the concrete proposals for decision for the holders of the Reinstated 2023 Notes (**“Noteholders”**). The Issuer shall not warrant in any way that the Remarks contain all information necessary or appropriate for deciding upon proposals for the resolutions. This Invitation to Vote contains statements concerning future developments of the Issuer. These statements are based on current assumptions and estimates made to the best knowledge of the Issuer. Such forward-looking statements are subject to risks and uncertainties as they relate to future events and are based on assumptions that may not occur in the future. Actual results may differ significantly from the results anticipated by those forward-looking statements.*

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.

This Invitation to Vote does not replace an independent review and assessment of the resolutions as well as a further review of the Issuer's situation regarding legal, economic, financial and other matters by each individual Noteholder.

Diese Aufforderung zur Stimmabgabe wurde am 4. Dezember 2025 im Bundesanzeiger und auf der Internetseite der Emittentin (<https://corestate-capital.com/de/> unter der Rubrik "Aktionäre", Unterrubrik "Anleihen") veröffentlicht. Die hierin enthaltenen Informationen sind nach Auffassung der Emittentin, soweit nicht anders angegeben, aktuell. Es ist weder beabsichtigt, noch übernimmt die Emittentin eine gesonderte Verpflichtung, die Angaben zu aktualisieren, um sie an Ereignisse oder Entwicklungen nach dem Datum dieser Aufforderung zur Stimmabgabe anzupassen.

This Invitation to Vote was published in the German Federal Gazette and on the Issuer's website (<https://corestate-capital.com/en/> under the section "Shareholders", subsection "Bonds") on 4 December 2025. Unless otherwise stated, the information contained herein is, in the Issuer's judgement, up to date. It is neither intended nor does the Issuer assume any separate obligation to update the information to reflect events or developments after the date of this Invitation to Vote.

Für Richtigkeit und Vollständigkeit der Ausführungen besteht keine Gewähr oder anderweitige Garantie. Jegliche Haftung im Zusammenhang mit den Ausführungen ist ausgeschlossen. Insbesondere wird keine Haftung übernommen für Schäden, die mittelbar oder unmittelbar im Zusammenhang mit der Verwendung dieser Ausführungen, insbesondere Schäden, die auf Investitionsentscheidungen beruhen, die auf der Grundlage dieser Ausführungen oder ihres Inhalts getroffen wurden.

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Vorstehendes gilt in gleicher Weise, falls es bis zum Ablauf einer gegebenenfalls erforderlichen zweiten Abstimmung (in Form einer Gläubigerversammlung) in Bezug auf die Reinstated 2023 Notes zu Änderungen der Beschlussvorschläge kommen sollte.

The above shall apply in the same manner, if amendments to the proposed resolutions are made until the end of the second voting (in form of a noteholders' meeting) regarding the Reinstated 2023 Notes, which may be required.



Invitation to vote without a meeting

by

Corestate Capital Holding S.A.

Grand Duchy of Luxembourg

concerning

EUR 64,816,710.00 (as of August 2023) 8.0% Reinstated 2023 Notes due 31 December 2026

ISIN: DE000A19YDA9 / WKN: A19YDA

divided into equal-ranking bearer notes with a nominal amount of
EUR 21,605.57 (as of August 2023) each
(each a “**Reinstated 2023 Note**” and together the “**Reinstated 2023 Notes**”)

issued by Corestate Capital Holding S.A. (“**Corestate**” or “**Issuer**”), Luxembourg, registered with the Luxembourg commercial register (*Registre de Commerce et des Sociétés*) under B199780, having its registered office at 9-11, Grand Rue, 1661 Luxembourg-Ville, Grand Duchy of Luxembourg.

The Issuer hereby invites the holders of the Reinstated 2023 Notes (each a “**Noteholder**” and together the “**Noteholders**”) to participate in the vote without a meeting (*Abstimmung ohne Versammlung*) in respect of the proposed amendment relating to the terms and conditions of the Reinstated 2023 Notes (the “**Terms and Conditions**”) by submitting their votes

during the voting period
beginning on 19 December 2025 at 00:00 CET and
ending on 22 December 2025 at 12:00 CET (midday)

to the notary public Dr. Christiane Mühe, whose office is at Taunusanlage 17,
60325 Frankfurt am Main, Germany.

A. Reasons for the Voting and explanation of the proposed resolution

I. Situation of the Issuer

General overview in relation to the Reinstated Notes and Super Senior Notes

In August 2023, the Issuer successfully completed a financial restructuring, which included the restructuring and extensive amendment of the Reinstated 2023 Notes and the EUR 40,683,288.31 (as of August 2023) 8.0% Reinstated 2022 Notes (the “**Reinstated 2022 Notes**” and, together with the Reinstated 2023 Notes, the “**Reinstated Notes**”) as well as the issuance of new EUR 37,000,000.00 (as of August 2023) 10.0% super senior notes (the “**Super Senior Notes**”).

Since then, the Issuer has serviced its payment obligations under the Reinstated Notes and Super Senior Notes in line with the applicable priority of payments, with the Super Senior Notes first benefiting from any early redemptions and interest payments.

The Issuer has made good progress in implementing various asset disposals, including the sale of its property management business, namely CRM Students Ltd. and UPARTMENTS Real Estate GmbH, its French Asset Manager STAM Europe SAS as well as certain other shareholdings in real estate co-investments. An amount of EUR 17.5 million (including accrued interest) of the Super Senior Notes was voluntarily redeemed on 14 October 2025.

As of the date of this Invitation to Vote, the aggregate outstanding nominal amount of the Super Senior Notes is EUR 26,916,593.50 (including capitalised interest), the aggregate outstanding nominal amount of the Reinstated 2022 Notes is EUR 47,011,356.48 (including capitalised interest) and the aggregate outstanding nominal amount of the Reinstated 2023 Notes is EUR 74,823,704.40 (including capitalised interest). The Issuer intends to redeem the Super Senior Notes in full by the end of the first half year of 2026.

While the Issuer has made good progress in servicing its indebtedness, it requires additional time to carry out further asset disposals. The Issuer therefore requests that the Noteholders consent to the extension of the legal maturity date of the Reinstated 2023 Notes by two (2) years until 31 December 2028, and also consent to the additional amendments as proposed further below in this Invitation to Vote, on the condition that all such amendments will be made in parallel in respect of the Reinstated 2022 Notes. The Issuer currently expects based on current forecast and medium-term financial planning that sufficient funds will be available to redeem the Reinstated Notes in full by the extended legal maturity date.

Overview in relation to HFS Helvetic Financial Services AG

Until 20 November 2025, the Issuer’s direct subsidiary HFS Helvetic Financial Services AG (“**HFS**”), a guarantor and security provider under the Reinstated Notes and Super Senior Notes, was involved in a legal dispute with HANSAINVEST Hanseatische Investment-Gesellschaft mit beschränkter Haftung (“**HI**”), in which HI was claiming damages from HFS. HI’s claims for damages were based on alleged breaches of duty arising from various fund advisory mandates that HFS performed in favor of HI from 2017 to 2021. The legal dispute was settled on 20 November 2025 by

way of an out-of-court settlement agreement. It is condition under such settlement that HFS and its direct subsidiary Corestate Capital Services GmbH (“CCS”) transfer certain assets to HI in return for the withdrawal of the lawsuit.

The assets to be transferred to HI in connection with the settlement in return for the withdrawal of the lawsuit are subject to liens for the benefit of the Noteholders under the following security (the “**Relevant Security**”):

- (i) the security assignment of HFS’s claims relating to success/performance fees owing to HFS in connection with advisory/consulting services on behalf of and/or for the benefit of HI with respect to the special investment funds (*Spezial-Sondervermögen*) STRATOS Immobilienanleihenfonds II and STRATOS Immobilienanleihenfonds IV;
- (ii) the first ranking pledge over shares held by HFS in the special investment funds (*Spezial-Sondervermögen*) STRATOS Immobilienanleihenfonds II, STRATOS Immobilienanleihenfonds IV and STRATOS Immobilienanleihenfonds V; and
- (iii) the security assignment of CCS’s bridge loan receivables under a bridge loan agreement in the amount of originally EUR 20,200,000 originally dated 29 November 2019 and made between CCS as lender, Ajos RE 1 GmbH as borrower and Grundstücksgesellschaft TCR 1 mbH as project company.

The release of the Relevant Security referred to above, is concurrently pursued by a separate formal instruction request of the Issuer to the Security Trustee (as defined in the Terms and Conditions) in accordance with the Terms and Conditions.

While the Issuer believes that the successful implementation of above-described settlement avoids significant adverse impacts on HFS’ and/or CCS’s financial stability resulting from the legal dispute (including a potential bankruptcy as a consequence of a negative outcome of such legal dispute), further claims against HFS and/or CCS in connection with the alleged breaches of duty arising from fund advisory mandates by HFS cannot be ruled out. The Issuer therefore requests that the Noteholders consent to the relevant events of default in the Terms and Conditions to be amended so that it shall not constitute an event of default in relation to the Reinstated 2023 Notes if a relevant event of default is (solely) triggered by the respective event or circumstance (such as bankruptcy or the institution of the respective proceedings) occurring, or having occurred, in relation to HFS and/or CCS.

Further, in line with the concurrent instruction request and release procedure concerning the Relevant Security referred to above (which is required for the implementation of the settlement), the release shall be reflected in the Terms and Conditions by deleting the relevant part of the Relevant Security in Annex 1 (*Collateral*) to the Terms and Conditions accordingly.

II. Explanation of the proposed amendments to the Terms and Conditions pursuant to the proposed resolution

Essentially, the following amendments to the Terms and Conditions shall be made by resolving on the resolution as proposed further below in this Invitation to Vote. Terms

defined in the Terms and Conditions have the same meaning in the explanation below unless given a different meaning in this Invitation to Vote.

- The maturity date of the Reinstated 2023 Notes shall be extended by two (2) years from currently 31 December 2026 to 31 December 2028. In this regard, please refer to resolution item 1 under B. below.
- The interest payable on the Reinstated 2023 Notes shall be increased for the period of the maturity extension (i.e., for the years 2027 and 2028) as follows: (i) for the period from 31 December 2026 (including) to 30 December 2027 (including), the interest rate shall be 12.00 per cent. *per annum* and (ii) for the period from 31 December 2027 (including), the interest rate shall be 15.00 per cent. *per annum*. In this regard, please refer to resolution item 11 under B. below.
- Any future interest payments on the Reinstated 2023 Notes shall only be made in cash. Consequently, the existing possibility to capitalise interest payments in accordance with paragraph (b) (*Payment of Interest / PIK Toggle*) of § 4 (*Interest*) shall be removed. Such removal shall leave unaffected any interest amounts that have been capitalised under the PIK Toggle prior to the effectiveness of these amendments. In this regard, please refer to resolution items 2, 4 and 12 under B. below.
- The minimum mandatory redemption under paragraph (e) of § 5 (*Maturity, Redemption and Purchase*) shall be deleted. In this regard, please refer to resolution item 13 under B. below.
- A new milestone concept shall be introduced pursuant to which the Issuer must meet specific milestones in relation to (i) the publication of annual reports with audited financial statements, (ii) the full redemption and/or cancellation of the Super Senior Notes (as defined in A.I above) and (iii) cash payments which are to be made to the holders of the Reinstated 2023 Notes and the Reinstated 2022 Notes. More specifically:
 - beginning with the annual report for 2026, the financial statements of the Issuer are to be audited by a recognized auditing firm and the annual report (with the financial statements so audited) is to be posted on the Issuer's website within 180 days following the end of the relevant fiscal year;
 - the financial statements in the annual reports of the Issuer for 2022 and 2023 are to be audited by a recognized auditing firm and the annual reports of the Issuer for 2022 and 2023 (with the financial statements so audited) are to be posted on the Issuer's website on or before 31 December 2025;
 - the financial statements in the annual report of the Issuer for 2024 are to be audited by a recognized auditing firm and the annual report of the Issuer for 2024 (with the financial statements so audited) is to be posted on the Issuer's website on or before 31 May 2026;

- the financial statements in the annual report of the Issuer for 2025 are to be audited by a recognized auditing firm and the annual report of the Issuer for 2025 (with the financial statements so audited) is to be posted on the Issuer's website on or before 30 September 2026;
- on or before 31 December 2027, the Super Senior Notes must be redeemed and/or cancelled in full; and
- on or before 31 December 2027, cash payments of principal and/or interest must have been made to the holders of the Reinstated Notes in an amount at least equal to EUR 82,500,000.00 in aggregate (i.e., to the holders of the Reinstated 2023 Notes and the Reinstated 2022 Notes taken together).

With respect to this new milestone concepts, please refer to resolution items 6 and 16 under B. below. In relation to such milestones concept, a new event of default shall be introduced. In this regard, please refer to resolution items 6, 8 and 18 under B. below.

- A new minimum liquidity concept with an exception for mandatory redemption shall be introduced and apply after the Super Senior Notes have been redeemed and/or cancelled in full.
 - Under such new minimum liquidity concept, the Issuer may exempt, from amounts that would otherwise have to be used for mandatory redemptions pursuant to subsection (iv) of paragraph (a) of § 6 (*Payments from Relevant Proceeds*) in accordance with the Relevant Proceeds Waterfall, an aggregate amount not exceeding a sum of (i) the cash interest payable on the Reinstated 2023 Notes and the Reinstated 2022 Notes on the next Interest Payment Date and (ii) an amount of up to EUR 2,500,000.00 if the Issuer would otherwise be obliged to make a mandatory redemption in the amount of EUR 2,500,000.00 or less (which amount replaces the old *de minimis* threshold).
 - Such sum of the items referred to under (i) and (ii) above constituting the exempted minimum liquidity amount is to be treated as Unapplied Relevant Proceeds (as referred to in § 6(b) and (c) of the current Terms and Conditions) and, consequently, be deposited in a separate account of the Issuer pledged for the benefit of the Security Trustee (such account, the “**Unapplied Relevant Proceeds Account**”).
 - If at any time the Free Liquidity (excluding, for the avoidance of doubt, any Relevant Proceeds incl. any amounts deposited on the Unapplied Relevant Proceeds Account) falls below EUR 5,000,000.00 or would fall below EUR 5,000,000.00 as a result of a payment permitted under the Terms and Conditions due within 10 Business Days, the Issuer may withdraw from the Unapplied Relevant Proceeds Account an amount of up to EUR 3,750,000.00 – provided that such amount of EUR 3,750,000.00 shall be reduced by any Investments made by the Issuer on or after 1 February 2026 – and use such withdrawn amount for any purpose permitted under the Terms and Conditions.

- On the first and 15th day of each calendar month or, if such day is not a Business Day, on the immediately following Business Day, the Issuer shall (re-)deposit amounts so withdrawn from the Unapplied Relevant Proceeds Account in the amount by which the Free Liquidity (excluding, for the avoidance of doubt, any Relevant Proceeds incl. any amounts deposited in the Unapplied Relevant Proceeds Account) exceeds EUR 5,000,000.00.

In this regard, please refer to resolution items 7, 9, 10 and 14 under B. below.

- The events of default under subsections (v), (vi), (vii), (viii) and (x) of paragraph (a) of § 10 (*Termination Rights of the Noteholders in Case of an Event of Default*) shall carve out any such event of default to the extent triggered by HFS (as defined under A.I above) or CCS (as defined under A.I above). The corresponding carve-outs from such events of default for by HFS or CCS shall substantially mirror the carve-outs currently included in the Terms and Conditions for Ginova HoldCo S.à r.l. and Ginova PropCo S.à r.l. In this regard, please refer to resolution item 19 under B. below.
- The following clarifications and/or corrections shall be made to the Terms and Conditions:
 - In subsection (iv) of paragraph (a) of § 6 (*Payments from Relevant Proceeds*) – which requires the Issuer to make mandatory redemption of principal amounts outstanding from Relevant Proceeds in accordance with the Relevant Proceeds Waterfall – it shall now be clarified that such redemptions are to be made on a *pro rata* and *pari passu* basis among the Reinstated 2023 Notes and the Reinstated 2022 Notes. Such *pari passu* treatment of the Reinstated 2023 Notes and the Reinstated 2022 Notes has always been the idea in the context of § 6 (*Payments from Relevant Proceeds*). In this regard, please refer to resolution item 15 under B. below.
 - The exemption from the covenant on Liens allowing the Issuer and its subsidiaries to grant “Permitted Liens” in accordance with the Terms and Conditions shall be amended and phrased slightly narrower as far as liens granted by non-guarantors are concerned. More particularly, the definition of “Permitted Liens” which, under paragraph (t) of the definition of “Permitted Liens”, includes “Liens on assets or property of a Subsidiary that is not a Guarantor securing Indebtedness of any Subsidiary that is not a Guarantor” shall be amended and phrased slightly narrower so that “Permitted Liens” under paragraph (t) of the definition of “Permitted Liens” are restricted to “Liens on assets or property of a Subsidiary that is not a Guarantor securing Indebtedness of such Subsidiary that is not a Guarantor”. In this regard, please refer to resolution item 5 under B. below.
 - The current scope of amendments in relation to the intercreditor agreement to be entered into by the Noteholders’ Representative and the Security Trustee at the direction of the Issuer and without the consent of the Noteholders provided for in paragraph (q) (*Amendments to*

Intercreditor Agreement) of § 9 (*Covenants*) shall be slightly adjusted. On the one hand, paragraph (q) (*Amendments to Intercreditor Agreement*) of § 9 (*Covenants*) shall be extended to curing defects and manifest errors, resolve ambiguities or reflect changes, in each case, of a minor, technical or administrative nature. On the other hand, paragraph (q) (*Amendments to Intercreditor Agreement*) of § 9 (*Covenants*) shall be explicitly restricted to amendments which do not adversely affect the rights of the Noteholders in any material respect. In this regard, please refer to resolution item 17 under B. below).

- Subsection (ii) of paragraph (i) of § 10 (*Termination Rights of the Noteholders in Case of an Event of Default*) shall be deleted. Such subsection (ii) of paragraph (i) of § 10 (*Termination Rights of the Noteholders in Case of an Event of Default*) currently provides, in relation to any Default or Event of Default for the failure to comply with the time periods prescribed in paragraph (g) of § 9 (*Reports*) or otherwise to deliver any notice or certificate pursuant to any other provision of the Terms and Conditions, that such Default or Event of Default is cured upon delivery of any such report required by such covenant or notice or certificate. The proposed deletion is *based on the reasoning that* (i) in relation to the reporting obligations under the current paragraph (g) of § 9 (*Reports*), these essentially shall now be replaced by the milestone concept with special cure periods to apply in relation thereto and (ii) in relation to the delivery of any other notice or certificate, the 60-day cure period shall apply in relation thereto which is currently prescribed in subsection (iv) of paragraph (a) of § 10 (*Termination Rights of the Noteholders in Case of an Event of Default*). In this regard, please refer to resolution item 20 under B. below.
- A further restriction in relation to the issuance of additional Reinstated 2023 Notes shall be added to § 13 (*Issue of Additional Notes*). § 13 (*Issue of Additional Notes*) currently provides for the Issuer's right to issue additional Reinstated 2023 Notes with identical terms (if applicable, save for, *inter alia*, the issue date, the interest commencement date and the first interest payment date) so that the same will be consolidated, form a single issue with and increase the aggregate principal amount of the Reinstated 2023 Notes. Under the further restriction to be introduced, the Issuer may only issue such additional Reinstated 2023 Notes in exchange for cash consideration equal to the aggregate principal amount of the additional Notes. In this regard, please refer to resolution item 21 under B. below.
- In order to reflect the security release referred under A.I above (under the subheading "*Overview in relation to HFS Helvetic Financial Services AG*"), the Relevant Security as referred to under (i) and (ii) under A.I above, shall be deleted accordingly from Annex 1 (*Collateral*) of the Terms and Conditions. In this regard, please refer to resolution item 22 under B. below.

B. Proposed resolution

Against the background of the situation as explained under section A., the Issuer proposes that the Noteholders pass the following resolution:

The Noteholders resolve as follows:

“

1. The defined term “Maturity Date” and its definition under § 1 (*Definitions*) of the Terms and Conditions shall be replaced with the following:

“**Maturity Date**” means 31 December 2028.’

2. The defined terms “Additional PIK Amount”, “Full Cash Interest Amount”, “Majority PIK Interest Amount”, “Majority PIK Interest Payment”, “Minimum Redemption Amount”, “Minimum Redemption Date”, “Minority PIK Interest Amount” and “Minority PIK Interest Payment” under § 1 (*Definitions*) of the Terms and Conditions and their respective definitions shall be deleted.

3. The defined term “Cashflow Forecast” and its definition under § 1 (*Definitions*) of the Terms and Conditions shall be amended by replacing them with the following:

“**Cashflow Forecast**” means a 12-months rolling monthly cash-flow forecast (including an update on the liquidity report and the liquidity planning and showing any amounts of Trapped Cash).’

4. The definition of the defined term “Day Count Fraction” under § 1 (*Definitions*) of the Terms and Conditions shall be amended by deleting the words “or Additional PIK Amounts”.

5. The definition of the defined term “Permitted Liens” under § 1 (*Definitions*) of the Terms and Conditions shall be amended by replacing in paragraph (t) thereunder the word ‘any’ with ‘such’.

6. In § 1 (*Definitions*) of the Terms and Conditions, the following new defined terms and definitions shall be inserted directly after the definition of the defined term “Maturity Date”:

“**Milestone**” has the meaning set out in § 9(g)(ii).’

“**Missed Milestone**” has the meaning set out in § 10(a)(iv)(A).’

7. In § 1 (*Definitions*) of the Terms and Conditions, the following new defined term and definition shall be inserted directly after the definition of the defined term “Principal Paying Agent”:

“**Projected Interest**” has the meaning set out in § 6(b).’

8. In § 1 (*Definitions*) of the Terms and Conditions, the following new defined term and definition shall be inserted directly after the definition of the defined term “Related Person”:

“**Relevant Cure Period**” means a cure period of at least 60 days or such longer period as instructed by Noteholders of at least 50 per cent. in aggregate principal amount of the Notes then outstanding following a sounding (without a noteholders’ meeting or voting without meeting in accordance with § 15 (*Amendments to the Terms and Conditions by Resolution of the Noteholders; Noteholders’ Representative*) being required) with the Noteholders to be conducted by the Noteholders’ Representative.’

9. In § 1 (*Definitions*) of the Terms and Conditions, the following new defined term and definition shall be inserted directly after the definition of the defined term “Unapplied Relevant Proceeds”:

“**Unapplied Relevant Proceeds Account**” has the meaning set out in § 6(b).’

10. In § 1 (*Definitions*) of the Terms and Conditions, the following new defined term and definition shall be inserted directly after the definition of the defined term “Wholly Owned Subsidiary”:

“**Withdrawn Unapplied Relevant Proceeds**” has the meaning set out in § 6(b).’

11. The interest coupons shall be amended by replacing paragraph (a) of § 4 (*Interest*) of the Terms and Conditions with the following:

‘(a) From and including 31 July 2023, the Notes will bear interest on their principal amount at a rate of (i) 8.00 per cent. per annum in any Determination Period ending on or before 30 December 2026, (ii) 12.00 per cent. per annum in the Determination Periods beginning on 31 December 2026 and 30 June 2027 and (iii) 15.00 per cent. per annum in any Determination Period beginning on or after 31 December 2027. Interest is payable semi-annually in arrears on each Interest Payment Date, commencing on 31 December 2023.’

12. Paragraph (b) of § 4 (*Interest*) of the Terms and Conditions shall be deleted and, consequently, the numbering of each of following paragraphs (c), (d) and (e) shall be adjusted accordingly, i.e., (c) shall be (b), (d) shall be (c) and (e) shall be (d) (such deletion shall leave unaffected any interest amounts that have been capitalised under the PIK Toggle prior to the implementation of these amendments).

13. Paragraph (e) of § 5 (*Maturity, Redemption and Purchase*) of the Terms and Conditions shall be deleted and, consequently, the numbering of each of following paragraphs (f), (g) and (h) shall be adjusted accordingly, i.e., (f) shall be (e), (g) shall be (f) and (h) shall be (g).

14. Paragraphs (b), (c) and (d) of § 6 (*Payments from Relevant Proceeds*) of the Terms and Conditions shall be replaced with the following:

‘(b) Unapplied Relevant Proceeds

(i) Before any and all obligations under the Super Senior Notes have been satisfied and discharged in full, the following shall apply:

(A) The Issuer shall not be required to make mandatory redemptions of principal amounts outstanding under any Reinstated Senior Notes from Relevant Proceeds in accordance with the Relevant Proceeds Waterfall on an Interest Payment Date unless the Relevant Proceeds on such Relevant Date available for redemptions of principal amounts outstanding under the Reinstated Senior Notes equal or exceed EUR 5,274,999.92.

If the Relevant Proceeds available for redemptions of principal amounts outstanding under the Reinstated Senior Notes on any Relevant Date equal or exceed the applicable threshold amounts set out above, such Relevant Proceeds shall be applied in their entirety in redemptions of principal amounts under the Reinstated Senior Notes pursuant to the Relevant Proceeds Waterfall on the immediately following Interest Payment Date. Any Relevant Proceeds that would have been required to be applied towards a redemption of Notes pursuant to the Relevant Proceeds Waterfall on an Interest Payment Date but are not so applied in reliance on this sub-paragraph (b)(i)(A) of § 6 (*Payments from Relevant Proceeds*) shall, until application pursuant to the Relevant Proceeds Waterfall, constitute “**Unapplied Relevant Proceeds**”.

(B) Any Unapplied Relevant Proceeds shall be deposited in a separate account of the Issuer pledged for the benefit of the Security Trustee until application pursuant to the Relevant Proceeds Waterfall.

(ii) After any and all obligations under the Super Senior Notes have been satisfied and discharged in full, the following shall apply:

(A) The Issuer shall not be required to make mandatory redemptions of principal amounts outstanding under any Reinstated Senior Notes from Relevant Proceeds in accordance with the Relevant Proceeds Waterfall on an Interest Payment Date unless the Relevant Proceeds on such Relevant Date available for redemptions of principal amounts outstanding under the Reinstated Senior Notes exceed the sum of (x) the anticipated interest payable pursuant to § 6(a)(iii) on the next Interest Payment Date (taking into account, for the avoidance of doubt, any redemptions made pursuant to the Relevant Proceeds Waterfall or otherwise) (the “**Projected Interest**”) plus (y) EUR 2,500,000.00. If the Relevant Proceeds available for redemptions of principal amounts outstanding under the Reinstated Senior Notes on any Relevant Date equal or

exceed the applicable threshold amounts set out above, such Relevant Proceeds shall, in the amount by which they exceed the Projected Interest, be applied in redemptions of principal amounts under the Reinstated Senior Notes pursuant to the Relevant Proceeds Waterfall on the immediately following Interest Payment Date.

- (B) Any Relevant Proceeds that would have been required to be applied towards a redemption of Notes pursuant to the Relevant Proceeds Waterfall on an Interest Payment Date but are not so applied in reliance on sub-paragraph (b)(ii) of this § 6 (*Payments from Relevant Proceeds*) shall, until application pursuant to the Relevant Proceeds Waterfall, constitute “**Unapplied Relevant Proceeds**”.
- (C) Any Unapplied Relevant Proceeds shall be deposited in a separate account of the Issuer pledged for the benefit of the Security Trustee until application pursuant to the Relevant Proceeds Waterfall (the “**Unapplied Relevant Proceeds Account**”).
- (D) If at any time the Free Liquidity (excluding, for the avoidance of doubt, any Relevant Proceeds incl. any amounts deposited in the Unapplied Relevant Proceeds Account) falls below EUR 5,000,000.00 or would fall below EUR 5,000,000.00 as a result of a payment permitted under the Terms and Conditions due within 10 Business Days, the Issuer may (x) refrain from depositing Unapplied Relevant Proceeds in the Unapplied Relevant Proceeds Account or (y) withdraw Unapplied Relevant Proceeds from the Unapplied Relevant Proceeds Account, in each case in an amount not exceeding the amount by which the Free Liquidity (excluding, for the avoidance of doubt, any Relevant Proceeds incl. any amounts deposited in the Unapplied Relevant Proceeds Account) fell or would fall below EUR 5,000,000.00. The Issuer may use such amount (which shall, until application pursuant to the Relevant Proceeds Waterfall or deposit in the Unapplied Relevant Proceeds Account, constitute “**Withdrawn Unapplied Relevant Proceeds**”) for any purpose permitted under the Terms and Conditions. The Issuer shall ensure that the Withdrawn Unapplied Relevant Proceeds at no time exceed EUR 3,750,000.00, which amount shall be reduced by any Investments made by the Issuer on or after 1 February 2026 (with floor at 0) outstanding from time to time.
- (E) On the first and 15th day of each calendar month or, if such day is not a Business Day, on the immediately following Business Day, the Issuer shall deposit Withdrawn Unapplied Relevant Proceeds (if any) in the Unapplied Relevant Proceeds Account in the amount by which the Free Liquidity

(excluding, for the avoidance of doubt, any Relevant Proceeds incl. any amounts deposited in the Unapplied Relevant Proceeds Account) exceeds EUR 5,000,000.00.

- (c) Within ten (10) Business Days after any Relevant Date, the Issuer shall give notice to the Noteholders in accordance with § 12 (*Notices*) specifying (i) the Relevant Proceeds and (ii) the application of the Relevant Proceeds in accordance with the Relevant Proceeds Waterfall and/or § 6(b) (as applicable).'

- 15. Subsection (iv) of paragraph (a) of § 6 (*Payments from Relevant Proceeds*) of the Terms and Conditions shall be supplemented with the following wording to be placed directly after the words 'in whole or in part on a *pro rata* and *pari passu* basis':

'among the Reinstated Senior Notes'.

- 16. Paragraph (g) of § 9 (*Covenants*) of the Terms and Conditions shall be replaced with the following:

'(g) *Reports and Milestones*.

- (i) For so long as any Notes are outstanding, the Issuer shall post on its website within 60 days after the end of each of the first three fiscal quarters in each fiscal year of the Issuer, beginning with the fiscal quarter ending 30 September 2023, unaudited condensed consolidated quarterly financial statements in accordance with IFRS or a quarterly statement in accordance with the requirements of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*).
- (ii) The Issuer shall meet the following milestones (the "**Milestones**" and each, a "**Milestone**"):
 - (A) on or before 31 December 2025, post on its website the annual reports for the fiscal years ending on 31 December 2022 and 31 December 2023 containing the consolidated financial statements in accordance with IFRS audited by a recognized auditing firm, the management report in accordance with Article 68 of the Luxembourg law of 19 December 2002 on the register of commerce and companies, and the accounting and annual accounts of undertakings, as amended from time to time;
 - (B) on or before 31 May 2026, post on its website the annual report for the fiscal years ending on 31 December 2024 containing the consolidated financial statements in accordance with IFRS audited by a recognized auditing firm, the management report in accordance with Article 68 of the Luxembourg law of 19 December 2002 on the register of commerce and companies, and the accounting and annual accounts of undertakings, as amended from time to time;

- (C) on or before 30 September 2026, post on its website the annual report for the fiscal years ending on 31 December 2025 containing the consolidated financial statements in accordance with IFRS audited by a recognized auditing firm, the management report in accordance with Article 68 of the Luxembourg law of 19 December 2002 on the register of commerce and companies, and the accounting and annual accounts of undertakings, as amended from time to time;
- (D) within 180 days following the end of the relevant fiscal year, beginning with the fiscal year ending on 31 December 2026, post on its website annual reports containing the consolidated financial statements in accordance with IFRS audited by a recognized auditing firm), the management report in accordance with Article 68 of the Luxembourg law of 19 December 2002 on the register of commerce and companies, and the accounting and annual accounts of undertakings, as amended from time to time;
- (E) on or before 31 December 2027, redeem and/or cancel the Super Senior Notes in full; and
- (F) on or before 31 December 2027, make cash payments of principal and/or interest in accordance with the terms and conditions of the Reinstated Notes to be made to the holders of the Reinstated Notes in the amount of at least EUR 82,500,000.00.'

17. Paragraph (q) of § 9 (*Covenants*) of the Terms and Conditions shall be supplemented with:

- (i) the following wording to be placed directly after the words 'Permitted Collateral Liens,':

'(iv) cure defects and manifest errors, resolve ambiguities or reflect changes, in each case, of a minor, technical or administrative nature'; and
- (ii) the following wording to be placed directly after the words 'in accordance with the terms thereof':

'provided that such amendment does not adversely affect the rights of the Noteholders in any material respect',

while the numbering of the last subsection in that paragraph (q) shall be adjusted accordingly, i.e., from '(iv)' to '(v)'.

18. Subsection (iv) of paragraph (a) of § 10 (*Termination Rights of the Noteholders in Case of an Event of Default*) shall be replaced by the following:

'(iv)

- (A) in relation to any failure by the Issuer to meet any Milestone (a “**Missed Milestone**”), failure by the Issuer to meet such Missed Milestone after notice from the Noteholders’ Representative (upon instruction by Noteholders of at least 25 per cent. in aggregate principal amount of the Notes then outstanding) within the Relevant Cure Period; or
- (B) in relation to other obligations of the Issuer or any of the Guarantors contained in the Terms and Conditions or any Note Guarantee, failure by the Issuer or any of the Guarantors to comply for 60 days after notice from the Noteholders’ Representative (upon instruction by Noteholders of at least 25 per cent. in aggregate principal amount of the Notes then outstanding) with such other obligations;’.

19. Paragraph (b) of § 10 (*Termination Rights of the Noteholders in Case of an Event of Default*) shall be replaced with the following:

‘(b) No Event of Default shall have occurred, and the Noteholders shall not be entitled to declare the Notes due:

- (i) pursuant to § 10(a)(v) above, if the termination right is or would have been triggered solely with respect to (x) any Indebtedness of Ginova HoldCo S.à r.l., Ginova PropCo S.à r.l., HFS Helvetic Financial Services AG and/or Corestate Capital Services GmbH, (y) any security granted for such indebtedness of Ginova HoldCo S.à r.l., Ginova PropCo S.à r.l., HFS Helvetic Financial Services AG and/or Corestate Capital Services GmbH or (z) a guarantee assumed for such indebtedness of Ginova HoldCo S.à r.l., Ginova PropCo S.à r.l., HFS Helvetic Financial Services AG and/or Corestate Capital Services GmbH; and/or
- (ii) pursuant to § 10(a)(vi), (vii) and (viii) above, if the termination right is or would have been triggered solely by the bankruptcy event or other relevant proceedings, events or measures referred to therein in relation to Ginova HoldCo S.à r.l., Ginova PropCo S.à r.l., HFS Helvetic Financial Services AG and/or Corestate Capital Services GmbH and, in addition, pursuant to § 10(a)(x) above, if the termination right is or would have been triggered solely with respect to any Collateral by or in relation to HFS Helvetic Financial Services AG and/or Corestate Capital Services GmbH.’

20. Subsection (ii) of paragraph (i) of § 10 (*Termination Rights of the Noteholders in Case of an Event of Default*) shall be deleted by replacing paragraph (i) of § 10 (*Termination Rights of the Noteholders in Case of an Event of Default*) in its entirety with the following:

- ‘(i) Notwithstanding anything to the contrary herein, if a Default occurs for a failure to deliver a required certificate in connection with another default (an “**Initial Default**”), then at the time such Initial Default is cured, such Default for failure to report or deliver a required certificate in connection with the Initial Default will also be cured without any further action.’

21. § 13 (*Issue of Additional Notes*) of the Terms and Conditions shall be supplemented with the following wording to be placed directly after the words ‘principal amount of these Notes’:

‘, provided that the Issuer shall only issue such additional Notes in exchange for cash consideration equal to the aggregate principal amount of the additional Notes’.

22. In Annex 1 (*Collateral*) of the Terms and Conditions, the following items shall be deleted:

‘29. first ranking pledge over shares held by HFS Helvetic Financial Services AG in the special investment funds (*Spezial-Sondervermögen*) STRATOS Immobilienanleihenfonds II, STRATOS Immobilienanleihenfonds IV and STRATOS Immobilienanleihenfonds V; and

30. security assignment of HFS Helvetic Financial Services AG’s claims relating to success/performance fees owing to HFS Helvetic Financial Services AG in connection with advisory/consulting services on behalf of and/or for the benefit of HANSAINVEST Hanseatische Investment-Gesellschaft mbH with respect to the special investment funds (*Spezial-Sondervermögen*) STRATOS Immobilienanleihenfonds II and STRATOS Immobilienanleihenfonds IV.’

Further, at the end of the description of the collateral with number 28, the semicolon shall be replaced with a full stop and, at the end of the description of the collateral with number 27, the word ‘and’ shall be inserted directly after the semicolon.

23. If all of the preceding items of this resolution and the amendment of the Terms and Conditions in accordance with this resolution have not become effective in their entirety by June 30, 2026, this resolution shall become void in its entirety (condition subsequent) and may not be implemented anymore. Otherwise, this resolution shall only be implemented in accordance with § 21 of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*) once the following condition precedent within the meaning of § 158 of the German Civil Code (*Bürgerliches Gesetzbuch*) has been fulfilled:

the holders of the Reinstated 2022 Notes have passed the resolution according to item B (*Proposed Resolution*) of the invitation to vote without a meeting for the Reinstated 2022 Notes, which is scheduled for the same voting period as set out in this Invitation to Vote, and such resolution is implementable (with the exception of the condition contained therein that the present resolution for the Reinstated 2023 Notes must be implementable).

”

C. Consent of the Issuer

The Issuer hereby agrees in advance, before the resolution is passed, to a resolution passed in accordance with the proposal under B above.

D. Legal basis, quorum and majority requirements

I. Legal Basis for the vote without a meeting

The Voting will be conducted in accordance with the German Act on Issues of Debt Securities (the “**German Bond Act**”), including § 18 of the German Bond Act, and the Terms and Conditions, including subsection (ii) of paragraph (c) of § 15 (*Amendments to the Terms and Conditions by Resolution of the Noteholders; Noteholders’ Representative*) of the Terms and Conditions.

II. Quorum and majority requirements

The Voting is only quorate if the Noteholders participating in the Voting represent at least half of the value of the outstanding Reinstated 2023 Notes.

The resolution proposed in item B above requires a majority of at least 75% of the votes cast to be passed.

Resolutions passed with the required majority are binding on all Noteholders, even if they have not cast a vote or voted against the proposed resolution.

Noteholders may participate in the Voting in accordance with the principal amount (principal amount in the meaning of § 2 paragraph (a) of the Terms and Conditions). In addition, § 6 of the German Bond Act applies.

In case the Scrutineer determines that the Voting is not quorate, a physical meeting of the Noteholders may be convened for the purpose of repeating the voting. Such a meeting for the purposes of a new vote on the proposed resolutions shall be deemed a "second Noteholders’ meeting" pursuant to § 18 paragraph 4, § 15 paragraph 3 of the German Bond Act and shall have a quorum if the persons present at the meeting represent at least 25% of the aggregate outstanding principal amount of the Reinstated 2023 Notes.

E. Voting procedure

1. Overview of the voting procedure

Noteholders wishing to participate in the vote must

- (1) submit their vote to the Scrutineer (as defined and further set out below under item E.2)
- (2) during the Voting Period (as defined and further set out below under item E.3)
- (3) by submitting a Voting Document (as defined and further set out below under item E.4)
- (4) and provide the Scrutineer, at any time before the end of the Voting Period, with a Special Confirmation and Blocking Instruction (as defined and further set out below under item E.5).

The Issuer will publish the results of the Voting as soon as reasonably possible after the end of the Voting Period via press release on its website (<https://corestate-capital.com/en/> under the section “Shareholders”, subsection “Bonds”). The results will further be published in the German Federal Gazette (*Bundesanzeiger*).

All questions relating to the form of documents and their validity, as well as questions of eligibility and lawful submission (including the time of receipt) and acceptance of a vote cast, shall be decided by the Scrutineer, whose decision shall be final and binding, subject to applicable law.

2. Scrutineer

The vote without a meeting shall be conducted pursuant to § 18 paragraph 2 of the German Bond Act by notary Dr. Mühe (**Scrutineer**), whose office is at Taunusanlage 17, 60325 Frankfurt am Main, Germany. Any votes must be received (*zugehen*) by the Scrutineer.

3. Voting period and recipient of the votes

Noteholders wishing to participate in the vote must submit their vote to the Scrutineer

during the voting period
beginning on 19 December 2025 at 00:00 CET and
ending on 22 December 2025 at 12:00 CET (midday)
(the “**Voting Period**”).

The Voting Document must be received (*zugehen*) by the Scrutineer during the Voting Period. Votes that are not received by the Scrutineer during the Voting Period, i.e., that are received too early or too late, will not be taken into account. Any Voting Documents received by the Scrutineer may generally not be revoked by Noteholders after the beginning of the Voting Period. A revocation of a cast vote after receipt shall only be considered if there is good cause after the beginning of the Voting Period.

4. Form of voting

Noteholders who wish to participate in the voting must cast their votes by sending a document in text form (as defined in § 126b of the German Civil Code (*Bürgerliches Gesetzbuch*), e.g. via mail, fax or email, in the German or English language, setting out (i) the Noteholder's full name and full address, (ii) the aggregate nominal value and/ or number of Reinstated 2023 Notes credited to such Noteholder's securities account on such date and (iii) the vote in favour or against of the proposed resolution(s) or the abstaining vote (the “**Voting Document**”) to:

Notary public Dr. Christiane Mühe
address: FM Notare, Taunusanlage 17, 60325 Frankfurt am Main, Germany
fax: +49 69 7079 685 – 55
email: corestate@fm-notare.com

Noteholders wishing to participate in the vote are requested to use the standard form of voting document which can be downloaded on the Issuer's website (<https://corestate-capital.com/en/> under the section “Shareholders”, subsection

“Bonds”). However, use of the standard form of voting document is not required to participate in the voting.

5. Special confirmation; blocking instruction

As a part of casting the vote, Noteholders must prove their eligibility to vote (i) by providing the Scrutineer, at any time before the end of the Voting Period, with a special confirmation issued by the custodian in writing (text form pursuant to § 126b of the German Civil Code (*Bürgerliches Gesetzbuch*)) stating the Noteholder's full name and full address and the total principal amount (*Festgelegter Nennbetrag*) (as defined in § 2(a) of the Terms and Conditions) of Reinstated 2023 Notes credited to such Noteholder's securities account with the custodian on the date the confirmation is issued (the **Special Confirmation**) and (ii) by providing the Scrutineer, at any time before the end of the Voting Period, with a blocking instruction issued by the custodian stating that the relevant Reinstated 2023 Notes are not transferable from and including the day such vote has been cast until and including the day the voting period ends (the **Blocking Instruction**).

For the purposes of providing the Special Confirmation and the Blocking Instruction, Noteholders may use the forms published on the Issuer's website (<https://corestate-capital.com/en/> under the section “Shareholders”, subsection “Bonds”). Providing the Special Confirmation and the Blocking Instruction is also possible without using these forms.

Any Noteholder who fails to provide such evidence of eligibility to participate in the vote without a meeting is not entitled to vote and representatives of such Noteholders may not exercise the voting right either.

In addition, the Noteholders are asked (but not obliged) to confirm, as part of the exercise of the voting right, that they:

- (1) are not a “U.S. Person” (as defined in Regulation S under the Securities Act, a “**U.S. Person**”), do not act on behalf or for the account or benefit of a U.S. Person, are not resident in the United States of America and are not located there;
- (2) are “Qualified Institutional Buyer” (“**QIB**”) as defined in Rule 144A under the Securities Act and a “Qualified Purchaser” (“**QP**”) as defined in Section 2(a)(51) of, and Rules 2a51-1, 2a51-2 and 2a51-3, under the Investment Company Act; or
- (3) are an “Accredited Investor” (“**AI**”) as defined in Rule 501(a) under the Securities Act and a QP.

For the purposes of the above declaration, the Noteholders may use the sample forms, provided on the Issuer's website (<https://corestate-capital.com/en/> under the section “Shareholders”, sub-section “Bonds”). On the Issuer's website (<https://corestate-capital.com/en/> under the section “Shareholders”, sub-section “Bonds”), a glossary of the terms Qualified Institutional Buyer, Qualified Purchaser and Accredited Investor is also available for information purposes.

Persons who cannot confirm that they are (1) not a U.S. person, (2) a QIB and QP, or (3) an AI and QP, are requested to contact the Issuer by phone or email at the following address without undue delay:

Corestate Capital Holding S.A.
“Reinstated 2023 Notes”
email: ir@corestate-capital.com
phone: +49 (0)151 61527741

F. Representatives of Noteholders

I. Representatives of legal entities and partnerships

If Noteholders are not individuals, but are organized as a legal entity or partnership under German law (e.g., as a joint stock company, limited liability company, limited partnership, general partnership, entrepreneurial company, private partnership) or foreign law (e.g., as a limited company under English law), their representatives are requested to prove their authorization to vote on their behalf in an appropriate manner at the latest by the end of the Voting Period. This can be done by submitting an extract from the relevant register (e.g., commercial register, association register) or by another equivalent confirmation (e.g., *Certificate of Incumbency*, *Secretary Certificate*). Such proof of power of representation is not a condition for participating in the Voting.

II. Legal representatives or administrators

If Noteholders are represented by a legal representative (e.g., a child by its parents, a ward by its legal guardian) or by an administrator (e.g., an insolvent's estate by the insolvency administrator appointed for it), legal representatives or administrators must provide suitable proof of their legal power of representation (e.g., by a copy of the vital records or the certificate of appointment) at the latest by the end of the Voting Period. Such proof of power of representation is not a condition for participating in the Voting.

III. Authorization granted to a third party

Noteholders may authorize any third party to represent them in the Voting. The authorization and the instructions to the representative must be issued in text form (pursuant to § 126b of the German Civil Code (*Bürgerliches Gesetzbuch*)). The authorization must be proven at the latest by the end of the Voting Period.

For the purposes of authorizing a third party, Noteholders may use the form (“Authorization granted to third parties”) published on the Issuer’s website (<https://corestate-capital.com/en/> under the section “Shareholders”, subsection “*Bonds*”). We kindly ask the Noteholders to use this form. The use of this form is not mandatory.

G. Additional resolution items and counterproposals

I. Additional resolution items

Noteholders holding Reinstated 2023 Notes representing at least 5% of the outstanding Reinstated 2023 Notes may request that additional items are published for a resolution.

Requests for additional resolution items shall be submitted either to the Scrutineer at the contact details set out under E.4 above or to the Issuer at the contact details set out below in text form in a timely manner prior to the beginning of the Voting Period.

Corestate Capital Holding S.A.
“Reinstated 2023 Notes”
9-11, Grand Rue
1661 Luxembourg-Ville
Grand Duchy of Luxembourg
email: ir@corestate-capital.com

Any additional resolution item must be published in the German Federal Gazette (*Bundesanzeiger*) by the third day preceding the beginning of the Voting Period. Please note that documents to be published in the German Federal Gazette must regularly be submitted to the German Federal Gazette at least two (depending on the size of the document even more) publication days (i.e., days on which the German Federal Gazette posts publications) before the publication. Therefore, we kindly ask the Noteholders to inform the Issuer of any new resolution items by 11 December 2025 (24:00 CET). In this regard, the Issuer cannot influence the processing periods of the German Federal Gazette. We recommend, therefore, that Noteholders submit new resolution items, and lengthy items in particular, prior to the date indicated. No later than three days before the beginning of the Voting Period, the Issuer will publish the extended resolution items in the German Federal Gazette and make it available on the Issuer’s website (<https://corestate-capital.com/en/> under the section “Shareholders”, subsection “Bonds”).

II. Counterproposals

Any Noteholder may submit counterproposals (*Gegenanträge*) regarding the resolution item(s) to be voted on pursuant to this Invitation to Vote either to the Scrutineer at the contact details set out under E.4 above or to the Issuer at the contact details set out below in text form in a timely manner prior to the beginning of the Voting Period. If a Noteholder submits a counterproposal, the Issuer will promptly make such counterproposal available on the Issuer’s website (<https://corestate-capital.com/en/> under the section “Shareholders”, subsection “Bonds”) until the end of the Voting Period.

Corestate Capital Holding S.A.
“Reinstated 2023 Notes”
9-11, Grand Rue
1661 Luxembourg-Ville
Grand Duchy of Luxembourg
email: ir@corestate-capital.com

III. Proof of ownership

Proof of ownership in the Reinstated 2023 Notes by providing a Special Confirmation issued by the custodian is also required for making a request for an additional resolution item (see G.I above) and/or submitting a counterproposal (see G.II above); a Blocking Instruction is not required for these purposes. In case of a request for additional items,

the Special Confirmation submitted must also indicate that the Noteholder or the Noteholders (together) represent at least 5% of the outstanding Reinstated 2023 Notes.

H. Statement of outstanding Reinstated 2023 Notes

The Issuer currently does not hold any Reinstated 2023 Notes. In addition, the Issuer or its affiliated companies (§ 271 para. 2 German Commercial Code - “HGB”) do not hold any Reinstated 2023 Notes at present. Furthermore, no Reinstated 2023 Notes are currently held on behalf of the Issuer or its affiliated companies. Reinstated 2023 Notes with a total nominal amount of EUR 74,823,704.40 are outstanding.

I. Available Information

From the date of publication of this Invitation to Vote until the end of the Voting Period, the following documents will be available on the Issuer’s website (<https://corestate-capital.com/en/> under the section “Shareholders”, subsection “Bonds”):

- this Invitation to Vote,
- the following forms:
 - “Standard form of voting document”,
 - “Special confirmation including blocking instruction and attestations”,
 - “Authorization granted to third parties”,
 - “Investor status” and
- the Terms and Conditions as amended by the resolution at the Noteholders' meeting of 21 June 2023.

Any Noteholder will be sent copies of the above-mentioned documents promptly and free of charge upon request. Such request is to be submitted to the service provider appointed by the Issuer:

Corestate Capital Holding S.A.
“Reinstated 2023 Notes”
9-11, Grand Rue
1661 Luxembourg-Ville
Grand Duchy of Luxembourg
email: ir@corestate-capital.com

All documents to be submitted in relation to the Voting must be either in German or in English.

Luxembourg, 4 December 2025

Corestate Capital Holding S.A.

The Management Board