

MENDOLE A/S

CVR no. 44010259 · ISIN DK0064307672 · ticker MENDO · Spotlight Stock Market

Company Announcement No. 22 · 11 September 2026

Resolutions passed at the Extraordinary General Meeting of Mendole A/S on 11 September 2026

Hedehusene, 11 September 2026. Mendole A/S (the “Company”) held an Extraordinary General Meeting on Friday 11 September 2026 at 09:00 (CEST) at Guldalderen 13, 2640 Hedehusene, Denmark.

The meeting was convened by the notice of Extraordinary General Meeting published by the Company on 28 August 2026 (the “Notice”). The record date was 4 September 2026. Attorney-at-law Nikolaj Bak-Christensen was elected chairman of the meeting and noted that the meeting had been duly convened and was quorate. Shareholders representing 82.33% of the share capital attended or were represented.

The proposal under item 2 was adopted unanimously. Reference is made to the Notice for the background to the proposal. The resolution is summarised below, and the terms as adopted are set out in full in the attached minutes and Articles of Association.

Item 2: Authorisation to issue warrants and carry out the related capital increase

The Board of Directors was authorised, until 31 December 2030, on one or more occasions to issue warrants to Jakob Daniel Geertsen, CEO of Rebo A/S, or a holding company wholly owned by him, carrying the right to subscribe for new shares of up to nominally DKK 57,971.00, corresponding to 579,710 shares of nominally DKK 0.10 each, and to carry out the related capital increase(s). The authorisation is inserted as new section 4.6 of the Articles of Association, and the terms of the warrants are incorporated as Appendix 1.

The key terms are:

- **Exercise price:** DKK 6.90 per share, payable in cash, corresponding to an aggregate subscription value of up to DKK 4,000,000.
- **Grant:** when the bonus amount under the retention bonus agreement of 31 July 2026 has been agreed on the basis of Rebo A/S's audited EBITDA for the 2028 financial year, on a sliding scale from DKK 1,000,000 at an EBITDA of DKK 10,000,000 to DKK 4,000,000 at an EBITDA of DKK 25,000,000 or above. No warrants are granted below an EBITDA of DKK 10,000,000.
- **Exercise period:** 90 days from grant.
- **Lapse:** the warrants lapse if the holder becomes a Bad Leaver. The authorisation lapses in its entirety if Closing of the acquisition of Rebo A/S has not taken place by 30 September 2026.
- **Adjustment:** compared with the Notice, the adjustment provision as adopted (Appendix 1, clause 11) also covers a capital increase, an issue of new warrants or convertible notes, and dissolution of the Company. No adjustment is made in respect of the offering of up to 8,550,724 new shares or the issue of 869,565 consideration shares to the sellers of Rebo A/S.
- **Dilution:** full exercise results in a dilution of approximately 9.8% based on the current share capital of 5,349,589 shares, and approximately 3.8% if the offering of up to 8,550,724 new shares is fully subscribed and the 869,565 consideration shares are issued.

Majority requirements

Item 2 required the approval of at least two-thirds of both the votes cast and the share capital represented, cf. section 106 of the Danish Companies Act. As set out in the Notice, the resolution was, as a matter of caution, also required to be adopted by at least nine-tenths of both the votes cast and the share capital represented, cf. section 8.2 of Spotlight Stock Market's rules. The resolution was adopted unanimously, and both requirements were met.

Amended Articles of Association

The Articles of Association as amended at the meeting are attached to this announcement and are available on the Company's website under investor information. The amendment will be registered with the Danish Business Authority.

Attachments

- Minutes of the Extraordinary General Meeting of 11 September 2026
- Articles of Association of Mendole A/S as amended on 11 September 2026

For further information

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About Mendole A/S

Mendole A/S is a listed buy-and-build platform in Danish technical property services: roofing, electrical, energy and lighting. The Group acquires and develops established, owner-led companies serving commercial, industrial and residential buildings, and operates a decentralised model in which acquired companies keep their own brand and management while the Group adds capital, shared finance and IT, procurement scale and an M&A engine. The Company is listed on Spotlight Stock Market under the ticker MENDO.

Mendole A/S · CVR 44010259 · LEI 984500AE8BDFF786A171 · Guldalderen 13, Fløng, 2640 Hedehusene, Denmark

VEDTÆGTER / ARTICLES OF ASSOCIATION

For Mendole A/S

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VEDTÆGTER

For Mendole A/S
CVR-nummer 44010259
("Selskabet")

1. NAVN

1.1 Selskabets navn er Mendole A/S.

1.2 Selskabet har ingen binavne.

2 FORMÅL

2.1 Selskabets formål er at eje aktier og anparter, samt enhver virksomhed som efter det centrale ledelsesorgans skøn er beslægtet hermed.

3 SELSKABETS KAPITAL

3.1 Selskabets kapital udgør nominelt DKK 534.958,90 fordelt på 5.349.589 kapitalandele à DKK 0,1 per styk. Selskabskapitalen er fuldt indbetalt.

3.2 Kapitalandelene udstedes gennem en værdipapircentral, VP Securities A/S, CVR-nr. 21599336, i dematerialiseret form. Udbytte udbetales gennem VP Securities A/S og ind sættes på udbyttekonti registreret i VP Securities A/S. Rettigheder vedrørende kapitalandelene skal anmeldes til VP Securities A/S efter de til enhver tid gældende regler herom.

ARTICLES OF ASSOCIATION

For Mendole A/S
CVR number 44010259
(the "Company")

NAME

The name of the Company is Mendole A/S.

The Company has no secondary names.

OBJECTIVE

The purpose of the company is to own shares, as well as any business which, at the central governing body's discretion, is related thereto.

COMPANY'S CAPITAL

The share capital of the Company amounts to DKK 534,958.90 divided into 5.349.589 shares of DKK 0.1 each. The share capital is fully paid up.

The shares shall be issued through a central securities depository, VP Securities A/S, CVR-no. 21599336, in dematerialised form. Dividends are paid through VP Securities A/S and deposited into the dividend accounts registered with VP Securities A/S. Rights pertaining to the shares must be registered with VP Securities A/S in accordance with the rules in force from time to time.

4	SELSKABETS KAPITALANDELE	COMPANY'S SHARES
4.1	Selskabets kapitalandele er omsætningspapirer og udstedes på baggrund af navn og noteres på navn i Selskabets ejerbog.	The Company's shares are negotiable instruments issued based on name and noted by name in the Company's shareholder register.
4.2	Selskabets ejerbog føres af VP Securities A/S, CVR-nr. 21599336.	The Company's shareholder register is maintained by VP Securities A/S, CVR-no. 21599336.
4.3	Ingen kapitalandele skal have særlige rettigheder.	No shares shall have special rights.
4.4	Bemyndigelse til at gennemføre kapitalforhøjelse(r) ved udstedelse af nye kapitalandele	Authorization to carry out capital increase(s) by issuing new shares
4.4.1	Selskabets bestyrelse blev ved ekstraordinær generalforsamling den 28. august 2026 bemyndiget til i en periode indtil den 28. august 2031 ad én eller flere omgange at foretage en forhøjelse af selskabskapitalen ved tegning af nye kapitalandele med op til nominelt DKK 1.000.000, svarende til 10.000.000 kapitalandele à nominelt DKK 0,1.	At the extraordinary general meeting on 28 August 2026, the Company's board of directors was authorized for a period until 28 August 2031 to increase the share capital on one or more occasions by issuing new shares up to a nominal amount of DKK 1,000,000, corresponding to 10,000,000 shares of nominally DKK 0.1 each.
4.4.2	For kapitalandele udstedt som følge af udnyttelse af bemyndigelsen skal gælde, at:	For shares issued as a result of the exercise of the authorization, the following shall apply:

- | | | |
|----|--|--|
| a) | der kan ikke ske delvis indbetaling; | payment must be made in full; |
| b) | de nye kapitalandele skal have samme rettigheder som hidtidige kapitalandele; | the new shares shall carry the same rights as the existing shares; |
| c) | kapitalforhøjelsen er uden fortegningsret for Selskabets eksisterende kapitalejere, og der skal ikke gælde indskrænkninger i de nye kapitalejeres fortegningsret ved fremtidige forhøjelser; | the capital increase is without pre-emptive right for the Company's existing shareholders, and no restrictions shall apply to the new shareholders' pre-emption rights in connection with future increases; |
| d) | tegningsbeløbet kan helt eller delvist indbetales kontant, ved indskud i værdier og/eller ved gælds-konvertering; | the subscription amount may in full or in part be paid in cash, by contribution in kind and/or by conversion of debt; |
| e) | Selskabets kapitalandele er frit omsættelige og udstedes som omsætningspapirer gennem VP Securities A/S i dematerialiseret form. Der er ingen indløsningspligt eller anden indskrænkninger i kapitalandelenes omsættelighed; | the Company's shares are freely transferable and are issued as negotiable instruments through VP Securities A/S in dematerialised form. There is no redemption obligation or any other restriction on the transferability of the shares; |
| f) | kapitalandelene er omsætningspapirer; | the shares are negotiable instruments; |
| g) | tegningskursen og de øvrige vilkår for tegningen fastsættes af bestyrelsen; og | the board of directors determines the subscription price and the other terms of the subscription; and |
| h) | kapitalandelene er navnekapitalandele, som skal registreres i Selskabets ejerbog. | the shares shall be registered in the name of the shareholder and registered in the register of shareholders. |

4.5	Bemyndigelse til at udstede konvertible gældsbreve og dertilhørende kapitalforhøjelse	Authorization to raise loans against convertible instruments and the capital increase resulting from the conversion
4.5.1	Selskabets bestyrelse blev ved ekstraordinær generalforsamling den 28. august 2026 bemyndiget til i en periode indtil den 28. august 2031 ad én eller flere omgange at optage lån mod udstedelse af konvertible gældsbreve, jf. selskabslovens §§ 167-169, med ret til konvertering til nye kapitalandele op til nominelt DKK 250.000, svarende til 2.500.000 kapitalandele à nominelt DKK 0,1. Bestyrelsen blev samtidig bemyndiget til at foretage de/den dertil hørende kapitalforhøjelse(r).	At the extraordinary general meeting on 28 August 2026, the Company's board of directors was authorized, for a period until 28 August 2031, on one or more occasions, to raise loans against the issuance of convertible instruments pursuant to Sections 167–169 of the Danish Companies Act, carrying the right to convert such loans into new shares of up to a total nominal amount of DKK 250,000, corresponding to 2,500,000 shares of a nominal value of DKK 0.10 each. The board of directors was simultaneously authorised to effect the capital increase(s) arising therefrom.
4.5.2	For konvertible gældsbreve og kapitalandele udstedt som følge af udnyttelse af bemyndigelsen skal gælde, at:	For convertible instruments and shares issued as a result of the exercise of the authorization, the following shall apply:
a)	det samlede hovedstolsbeløb for de konvertible gældsbreve kan udgøre op til DKK 20.000.000;	the aggregate principal amount of the convertible instruments may total up to DKK 20,000,000;
b)	der kan ikke ske delvis indbetaling;	payment must be made in full;
c)	de nye kapitalandele skal have samme rettigheder som hidtidige kapitalandele;	the new shares shall carry the same rights as the existing shares;
d)	kapitalforhøjelsen ved konvertering er uden fortegningsret for Selskabets eksisterende kapitalejere, og der skal ikke gælde	the capital increase by conversion is without pre-emptive right for the Company's existing shareholders, and no restrictions shall

	indskrænkninger i de nye kapital-ejeres fortegningsret ved fremtidige forhøjelser;	apply to the new shareholders' pre-emption rights in connection with future increases;
e)	tegningsbeløbet indbetales ved gældskonvertering;	the subscription amount is paid by conversion of debt;
f)	Selskabets kapitalandele er frit omsættelige og udstedes som omsætningspapirer gennem VP Securities A/S i dematerialiseret form. Der er ingen indløsningspligt eller anden indskrænkninger i kapitalandelenes omsættelighed;	the Company's shares are freely transferable and are issued as negotiable instruments through VP Securities A/S in dematerialised form. There is no redemption obligation or any other restriction on the transferability of the shares;
g)	kapitalandelene er omsætningspapirer;	the shares are negotiable instruments;
h)	lånevilkårene, herunder konverteringskurs(er), konverteringsperiode, rente og løbetid fastsættes af bestyrelsen; og	the board of directors determines the loan terms, including conversion price(s), conversion period, interest and maturity; and
i)	kapitalandelene er navnekapitalandele, som skal registreres i Selskabets ejerbog.	the shares shall be registered in the name of the shareholder and registered in the register of shareholders.
4.6	Bemyndigelse til at udstede warrants og dertilhørende kapitalforhøjelse	Authorization to issue warrants and the capital increase resulting thereof
4.6.1	Selskabets bestyrelse blev ved ekstraordinær generalforsamling den 11. september 2026 bemyndiget til i en periode indtil den 31. december 2030 ad én eller flere omgange at udstede warrants med ret til tegning af nye kapitalandele op til samlet nominelt DKK 57.971,00, svarende til 579.710 kapitalandele à nominelt DKK 0,1. Bestyrelsen blev samtidig bemyndiget til at	At the extraordinary general meeting on 11 September 2026, the Company's board of directors was authorized, for a period until 31 December 2030, on one or more occasions, to issue warrants carrying the right to subscribe for new shares of up to a total aggregate nominal amount of DKK 57,971.00 corresponding to 579,710 shares of a nominal value of DKK 0.1 each. The board

	foretage de/den dertil hørende kapitalforhøjelse(r).	of directors was simultaneously authorised to effect the capital increase(s) arising therefrom.
4.6.2	For warrants og kapitalandele udstedt som følge af udnyttelse af myndigheden skal gælde, at:	For warrants and shares issued as a result of the exercise of the authorization, the following shall apply:
a)	der kan ikke ske delvis indbetaling;	payment must be made in full;
b)	de nye kapitalandele skal have samme rettigheder som hidtidige kapitalandele;	the new shares shall carry the same rights as the existing shares;
c)	udstedelsen af warrants og den dertilhørende kapitalforhøjelse er uden fortegningsret for selskabets eksisterende kapitalejere, og der skal ikke gælde indskrænkninger i de nye kapitalejeres fortegningsret ved fremtidige forhøjelser;	the issue of warrants and the related capital increase are without pre-emptive right for the company's existing shareholders, and no restrictions shall apply to the new shareholders' pre-emption rights in connection with future increases;
d)	tegningsbeløbet indbetales kontant;	the subscription amount is paid in cash;
e)	Selskabets kapitalandele er frit omsættelige og udstedes som omsætningspapirer gennem VP Securities A/S i dematerialiseret form. Der er ingen indløsningspligt eller anden indskrænkninger i kapitalandelenes omsættelighed;	the Company's shares are freely transferable and are issued as negotiable instruments through VP Securities A/S in dematerialised form. There is no redemption obligation or any other restriction on the transferability of the shares;
f)	kapitalandelene er omsætningspapirer;	the shares are negotiable instruments;
g)	kapitalandelene er navnekapitalandele, som skal registreres i Selskabets ejerbog; og	the shares shall be registered in the name of the shareholder and registered in the register of shareholders; and

h) kapitalandelene giver ret til udbytte og øvrige rettigheder fra tidspunktet for registrering af kapitalforhøjelsen hos Erhvervsstyrelsen.

the shares confer the right to dividends and other rights from the date of registration of the capital increase with the Danish Business Authority.

4.6.3 De nærmere vilkår for bestyrelsens bemyndigelse samt tegning og udnyttelse af warrants samt den/de tilhørende kapitalforhøjelse(r) fremgår af de som **bilag 1** vedlagte vilkår, der udgør en integreret del af vedtægterne.

The detailed terms and conditions governing the Board of Directors' authorisation, as well as the subscription and exercise of the warrants and the related capital increase(s), are set out in the terms attached as **Appendix 1**, which form an integral part of the articles of association.

5 SELSKABETS EJERBOG

THE COMPANY'S REGISTER OF SHAREHOLDERS

5.1 Det centrale ledelsesorgan fører en ejerbog, der indeholder oplysninger om alle kapitalejere og panthaveres, dato for erhvervelse, afhændelse eller pantsætning af kapitalandelens størrelse, de stemmerettigheder, der er knyttet til de enkelte kapitalandele, samt oplysninger om kapitalejerne og panthavernes navn, hjemsted og eventuelle CVR-nummer eller anden selskabsregistreringsnummer.

The central governing body shall keep a register of shareholders containing information about all shareholders and pledges, the date of acquisition, disposal or pledging of shares, the voting rights attached to each share, and information about the name, domicile and any CVR number or other company registration number of the shareholders and pledgees.

5.2 I tilfælde af en udenlandsk statsborger eller udenlandsk juridisk person, skal vedkommende dokumentere sin identitet over for Selskabet på behørig vis.

In the case of a foreign citizen or foreign legal entity, they must provide the Company with proper proof of their identity.

6 GENERALFORSAMLINGEN

THE GENERAL ASSEMBLY

6.1 Generalforsamlingen har den højeste myndighed i alle Selskabets anliggender inden for de i lovgivningen og disse vedtægters fastsatte grænser.

The general assembly has the highest authority in all the affairs of the Company, within the boundaries set by the laws of Denmark and these article's

		statues.
6.2	Selskabets generalforsamling skal afholdes på Selskabets hjemsted, i Høje-Taastrup Kommune eller i Københavns Kommune.	The general assembly shall be held at the registered office, in the municipality of Høje-Taastrup, or in the municipality of Copenhagen.
6.3	Den ordinære generalforsamling skal afholdes hvert år i så god tid, at den godkendte årsrapport kan modtages i Erhvervsstyrelsen inden udløbet af fristen i årsregnskabsloven.	The annual general assembly must be held every year in time for the adopted annual report to reach the Danish Business Authority within the deadline set forth in the Danish Financial Statements Act.
6.4	Hvis alle kapitalejere er enige herom, kan alle beslutninger, der er henlagt til generalforsamling, dog træffes uden afholdelse af generalforsamling, jf. selskabslovens § 76, stk. 2.	If all shareholders agree then all decisions for the general assembly can be decided without holding a general assembly, cf. the Danish Companies Act section 76 (2).
6.5	Generalforsamlinger indkaldes af det centrale ledelsesorgan med mindst 2 ugers og højst 4 ugers varsel ved almindeligt brev eller e-mail til hver enkelt kapitlejer.	General assemblies are convened by the central governing body no later than 2 weeks and no earlier than 4 weeks before the general assembly by ordinary letter or e-mail to each shareholder.
6.6	Enhver kapitlejer har ret til at få et bestemt emne optaget på dagsordenen til generalforsamlingen.	All shareholders have the right to have a specific topic admitted to the agenda at the general assembly.
6.7	Ekstraordinære generalforsamlinger skal afholdes, når direktionen, bestyrelsen eller revisor har forlangt det. Ekstraordinære generalforsamlinger skal indkaldes inden 2 uger, når det til behandling af et bestemt angivet emne skriftligt forlanges af kapitalejere.	Extraordinary general assemblies shall be held, when the executive board, board of directors or the Company's auditor requires it. Extraordinary general assemblies are convened within 2 weeks, if required by the shareholders.

6.8	På generalforsamlingen træffes alle beslutninger i overensstemmelse med den danske Selskabslov ved simpelt stemmeflertal bortset fra de tilfælde, hvor Selskabsloven kræver andet, jf. § 105.	At the general meeting, all resolutions shall be adopted in accordance with the Danish Companies Act by a simple majority of votes, except in cases where the Companies Act requires otherwise, cf. section 105.
6.9	Vedtægter, selskabsmeddelelse, finansielle rapporter og anden information, som Spotlight Stock Market kræver offentliggjort, skal gøres tilgængelig på Selskabets hjemmeside under en dedikeret sektion for investorinformation.	The Articles of Association, company announcements, financial reports, and any other information required by Spotlight Stock Market to be made public shall be made available on the Company's website under a dedicated section for investor information.
7	GENERALFORSAMLINGEN, DAG-ORDEN	THE GENERAL ASSEMBLY, AGENDA
7.1	Senest 2 uger før generalforsamlingen skal dagsordenen og de fuldstændige forslag, der skal behandles på generalforsamlingen, og for den ordinære generalforsamlings vedkommende tillige årsrapport, fremlægges til eftersyn for kapitalejerne og samtidig tilstilles enhver noteret kapitalejer, som har fremsat begæring herom.	No later than 2 weeks before the general assembly, the agenda and all complete proposals are to be considered at the general assembly, and for the annual general assembly also the annual report, must be presented for inspection by the shareholders and at the same time sent to any listed shareholder.
7.2	Dagsordenen for den ordinære generalforsamling skal omfatte: 1. Valg af dirigent 2. Det centrale ledelsesorgans beretning 3. Fremlæggelse af årsrapport til godkendelse 4. Beslutning om anvendelse af overskud eller dækning af tab i	At the annual general assembly, the agenda shall consist of: 1. Appointment of a chairperson 2. The central governing body's report 3. Presentation of the annual report for approval 4. Use of surplus or cover of deficit according to the approved

henhold til den godkendte årsrapport

annual report for approval

5. Valg af revisor

5. Election of auditor

6. Eventuelt

6. Any other business

8

DIRIGENT M.V.

CHAIRPERSON

8.1

Generalforsamlingen vælger ved simpel stemmeflerhed en dirigent, der leder generalforsamlingen og afgør alle spørgsmål vedrørende sagernes behandlingsmåde, stemmeafgivningen og dennes resultater. Enhver stemmeberettiget kan forlange skriftlig afstemning med hensyn til de foreliggende forhandlingsemner.

The general assembly appoints, by simple majority, a chairperson to lead the general assembly and decide on all matters regarding the process, voting and the results hereof. All shareholders entitled to vote can require a written vote regarding the topic of the general assembly.

9

STEMMEAFGIVNING

VOTING

9.1

De på generalforsamlingen behandlede anliggender afgøres ved simpel stemmeflerhed, for så vidt der ikke efter lovgivningen eller disse vedtægter udkræves særlig stemmeflerhed.

All matters on the general assembly are decided upon by simple majority or specific majority as set out in regulation or this article of association.

9.2

Hver kapitalandel på DKK 0,1 giver én (1) stemme.

Each share amount of DKK 0.1 shall carry one (1) vote.

9.3

Kapitalejeren har ret til at møde på generalforsamlingen med en rådgiver, men kan tillige vælge at møde ved en fuldmægtig.

The shareholder has the right to attend the general meeting with an advisor but may also choose to attend by proxy.

9.4

På generalforsamlingen kan stemmes i henhold til skriftlig fuldmagt i overensstemmelse med selskabslovens bestemmelser.

The Danish Company Act's rules on written power of attorneys apply for voting on the general assembly.

10	ELEKTRONISK GENERALFOR- SAMLING	ELECTRONICAL GENERAL AS- SEMBLY
10.1	Det centrale ledelsesorgan er be- myndiget til at beslutte, at general- forsamlinger afholdes fuldstæn- digt eller delvist elektronisk.	The central governing body is au- thorized to decide that general assemblies are held in whole or in part electronically.
10.2	Det centrale ledelsesorgan skal sørge for, at elektroniske ge- neralforsamlinger afvikles på be- tryggende vis, og skal sikre, at det anvendte system er indrettet, så lovgivningens krav til afholdelse af generalforsamling opfyldes, her- under især kapitalejernes adgang til at deltage i, ytre sig samt stemme på generalforsamlingen. Systemet skal gøre det muligt at fastslå, hvilke kapitalejere der del- tager, hvilken selskabskapital og stemmeret de repræsenterer samt resultatet af afstemninger.	The central governing body shall ensure that electronic general as- semblies are convened in a satis- factory manner and shall ensure that the system used is arranged so that the requirements of legis- lation for holding a general as- sembly are fulfilled, including, in particular, the right of sharehold- ers to attend, comment and vote at the general assembly. The sys- tem should enable the determi- nation of which shareholders par- ticipate, the share capital and vot- ing rights they represent as well as the result of voting.
10.3	Via egen opkobling tilslutter kapi- talejerne sig et virtuelt forum, hvor generalforsamlingen afholdes. Det centrale ledelsesorgan fastsætter de nærmere krav til de elektroni- ske systemer, som anvendes ved elektronisk generalforsamling. Ka- pitalejerne bærer egne omkostnin- ger i forbindelse med deres delta- gelse i den elektroniske generalfor- samling.	Via their own connection, the shareholders join a virtual forum where the general assembly is held. The central governing body determines the detailed require- ments for the electronic systems used at electronic general assem- blies. The shareholders them- selves bear their own costs in connection with their participa- tion in the electronic general as- sembly.
10.4	I indkaldelsen til den elektroniske generalforsamling angives de nær- mere krav til det elektroniske ud- styr, som skal anvendes ved delta- gelse i generalforsamlingen. Lige- ledes angives, hvorledes tilmelding sker, samt hvor kapitalejerne kan	The notice convening the elec- tronic general assembly must set out the specific requirements for the electronic equipment to be used when attending the general assembly. It must also be stated how participation is registered

finde oplysninger om fremgangsmåden i forbindelse med generalforsamlingen.

and where the shareholders can find information about the procedure in connection with the general assembly.

- 10.5 Ved afholdelse af elektronisk generalforsamling, kan Selskabet beslutte at benytte elektronisk dokumentudveksling samt elektronisk post, i stedet for at fremsende eller fremlægge papirbaserede dokumenter.

When holding an electronic general assembly, the Company may decide to use electronic document exchange as well as electronic mail in the communication between the Company and the shareholders, instead of sending or presenting paper-based documents

11 LEDELSE

MANAGEMENT

- 11.1 Selskabet ledes af en bestyrelse og en direktion.

The Company is managed by a board of directors and an executive board.

- 11.2 Bestyrelsen har minimum fire (4) medlemmer, der vælges for et år ad gangen på Selskabets generalforsamling. Genvalg kan finde sted. Ingen aktionærer har særlig ret til at udpege bestyrelsesmedlemmer.

The board of directors consists of minimum four (4) members elected for one year at a time at the Company's general meeting. Re-appointment can take place. No shareholder has special rights to appoint members to the board of directors.

- 11.3 Ved simpelt flertal vælger bestyrelsen vælger blandt sine medlemmer en formand, hvis stemme er afgørende i tilfælde af stemmelighed.

By way of simple majority, the board of directors shall elect their chairperson among its members, who shall have the casting vote in the event of parity.

- 11.4 Selskabets direktion består af én (1) til tre (3) direktører til at varetage den daglige ledelse af selskabet.

The company's executive board consists of one (1) to three (3) managers to be in charge of the day-to-day management of the Company.

12 TEGNINGSREGEL

POWER TO BIND THE COMPANY

12.1 Selskabet tegnes af en direktør i forening med et bestyrelsesmedlem eller af den samlede bestyrelse.

The Company shall be bound by the joint signature of a manager and a member of the board of directors or the joint signatures of all members of the board of directors.

13 REGNSKABSÅR

FINANCIAL YEAR

13.1 Selskabets regnskabsår er 1. januar til 31. december. Selskabets første regnskabsår løber fra stiftelsen til den 31. december 2023.

The Company's fiscal year is the calendar year. The first financial year runs from the foundation to December 31, 2023.

14 ÅRSREGNSKAB

FINANCIAL STATEMENTS

14.1 Selskabets regnskaber skal til enhver tid opgøres i overensstemmelse med god regnskabsskik.

The Company's financial statements shall at all times be constructed in accordance with good accounting practice.

14.2 Selskabets årsregnskab revideres af en statsautoriseret revisor, der vælges af generalforsamlingen for et år ad gangen. Genvalg kan finde sted.

The financial statements of the Company shall be audited by a state-authorised accountant, who shall be elected by the general meeting for a one-year term. Re-election may take place.

14.3 Selskabets koncernsprog er engelsk. Selskabets årsrapport udarbejdes på engelsk, i det omfang dette er foreneligt med gældende lovgivning.

The Company's group language is English. The Company's annual report shall be prepared in English to the extent permitted by applicable law.

Således vedtaget ved Selskabets ekstraordinære generalforsamling den 11. september 2026.

Thus, adopted on 11 September 2026 at the Company's extraordinary general meeting.

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BILAG 1 – VILKÅR FOR WARRANTS

Følgende vilkår og betingelser udgør en del af bemyndigelsen til bestyrelsen til at udstede warrants samt den/de dertil hørende kapitalforhøjelse(r) og er indarbejdet i selskabets vedtægter.

1. Udsteder: Mendole A/S, CVR nr. 44010259, Guldalderen 13, Fløng, 2640 Hedehusene, Denmark.
2. Indehaver/modtager: Jakob Daniel Geertsen eller et af ham 100 % ejet holdingselskab.
3. Antal: op til 579.710 warrants, der hver giver ret til at tegne én ny kapitalandel i selskabet med en nominel værdi på DKK 0,1, svarende til et samlet maksimalt nominelt beløb på DKK 57.971,00.
4. Kapitalandelenes rettigheder: de nye kapitalandele skal have samme rettigheder som hidtidige kapitalandele.
5. Udnyttelseskurs: DKK 6,90 pr. kapitalandel à nominelt DKK 0,1, svarende til tegningskurs 6.900 pr. kapitalandel, der skal betales kontant ved tegningen.
6. Tildeling: warrants tildeles umiddelbart efter, at parterne har aftalt bonusbeløbet i henhold til pkt. 2.6.1 i retention bonus-aftalen af 31. juli 2026, baseret på Rebo A/S' reviderede EBITDA for regnskabsåret 2028. Antallet af tildelte

APPENDIX 1 – TERMS OF THE WARRANTS

The following terms form part of the authorisation to the board to issue warrants as well as the related capital increase and are incorporated in the company's Articles of Association.

1. Issuer: Mendole A/S, CVR no. 44010259, Guldalderen 13, Fløng, 2640 Hedehusene, Denmark.
2. Holder/Recipient: Jakob Daniel Geertsen, or a holding company wholly owned by him.
3. Number: up to 579,710 warrants, each conferring the right to subscribe for one new share of nominally DKK 0.1 in the company, corresponding to a maximum nominal amount of DKK 57,971.00.
4. Classification: the new shares shall carry the same rights as the existing shares.
5. Exercise price: DKK 6.90 per share of nominally DKK 0.1, corresponding to a subscription price of 6,900, payable in cash on subscription.
6. Grant: the warrants are granted immediately after the parties have agreed the bonus amount under clause 2.6.1 of the retention bonus agreement dated 31 July 2026, on the basis of Rebo A/S' audited EBITDA for the

warrants fastsættes i overensstemmelse med den trappe-model, der fremgår af pkt. 2.1.3 i retention bonus-aftalen, fra en samlet tegningsværdi på DKK 1.000.000 ved en EBITDA på DKK 10.000.000 til DKK 4.000.000 ved en EBITDA på DKK 25.000.000 eller derofter, med lineær interpolation mellem de pågældende niveauer. Der tildeles ingen warrants, hvis Rebo A/S' EBITDA for regnskabsåret 2028 er under DKK 10.000.000.

7. Udnyttelsesperiode: warrants kan udnyttes i en periode på 90 dage fra tildelingsdatoen, hvilken periode tillige udgør tegningsfristen og fristen for indbetaling af kapitalandelen. Warrants, der ikke er udnyttet inden for denne periode, bortfalder uden kompensation til indehaveren.
8. Omsættelighed: warrants er personlige og kan ikke overdrages, pantsættes eller på anden måde disponeres over, bortset fra overdragelse til et holdingselskab, der er 100 % ejet af indehaveren, eller ved arv.
9. Bortfald: warrants bortfalder uden kompensation, hvis indehaveren bliver en Bad Leaver som defineret i pkt. 2.5.3 i retention bonus-aftalen. Disse vilkår og den underliggende bemyndigelse bortfalder i deres helhed, hvis Closing af erhvervelsen af Rebo

2028 financial year. The number granted follows the sliding scale in clause 2.1.3 of that agreement, from an aggregate subscription value of DKK 1,000,000 at an EBITDA of DKK 10,000,000 to DKK 4,000,000 at an EBITDA of DKK 25,000,000 or above, with linear interpolation between the steps. No warrants are granted if Rebo A/S' EBITDA for the 2028 financial year is below DKK 10,000,000.

7. Exercise period: 90 days from grant, which shall also constitute the subscription deadline and the deadline for payment of the shares. Warrants not exercised within that period lapse without compensation to the holder.
8. Transferability: the warrants are personal. They may not be transferred, pledged or otherwise disposed of, except to a holding company wholly owned by the holder, or by inheritance.
9. Lapse: the warrants lapse without compensation if the holder is a Bad Leaver as defined in clause 2.5.3 of the retention bonus agreement. These terms and the underlying authorisation lapse in their entirety if Closing of the acquisition of Rebo A/S has

A/S ikke gennemført senest den 30. september 2026.

10. Udvanding: fuld udnyttelse af warrantsne svarer til ca. 9,8 % af selskabets nuværende selskabskapital og ca. 3,8 % af selskabskapitalen efter gennemførelse af udbuddet af op til 8.550.724 nye kapitalandele samt udstedelsen af 869.565 vederlagsaktier til sælgerne af Rebo A/S.

11. Regulering: Såfremt selskabets selskabskapital ændres som følge af en kapitalforhøjelse, kapitalnedsættelse, udstedelse af nye warrants eller konvertible gældsbreve, aktiesplit eller omvendt aktiesplit, fusion, spaltning, opløsning eller en kapitalforhøjelse gennemført til en kurs under markedsværdien, skal antallet af warrants og/eller udnyttelseskursen reguleres således, at værdien af warrants i videst muligt omfang forbliver uændret. Enhver sådan regulering foretages af bestyrelsen og bekræftes af selskabets revisor. Der foretages ingen regulering som følge af udbuddet af op til 8.550.724 nye kapitalandele, der gennemføres i forbindelse med erhvervelsen af Rebo A/S, eller udstedelsen af 869.565 vederlagsaktier til sælgerne af Rebo A/S.

12. Lowalg: Disse vilkår og betingelser er underlagt dansk ret.

not taken place by 30 September 2026.

10. Dilution: full exercise of the warrants corresponds to approximately 9.8% of the company's current share capital, and to approximately 3.8% of the share capital following completion of the offering of up to 8,550,724 new shares and the issue of 869,565 consideration shares to the sellers of Rebo A/S.

11. Adjustment: if the Company's share capital is altered by a capital increase, a capital reduction, issue of new warrants or convertible notes, a share split or reverse share split, a merger, a demerger, dissolution of the company or a capital increase at a price below market value, the number of warrants and/or the exercise price are adjusted so that the value of the warrants remains, so far as possible, unchanged. Adjustments are made by the Board of Directors and confirmed by the company's auditor. No adjustment is made in respect of the offering of up to 8,550,724 new shares carried out in connection with the acquisition of Rebo A/S or the issue of 869,565 consideration shares to the sellers of Rebo A/S.

12. Governing law: these terms are governed by Danish law.

Protokollat fra ekstraordinær generalforsamling/ Minutes of Extraordinary General Meeting

Nikolaj Bak-Christensen
Partner, advokat
201989 /

Mendole A/S
CVR-nr./Business registration number 44010259

Den 11. september 2026 afholdtes ekstraordinær generalforsamling i Mendole A/S, CVR-nr. 44010259, på selskabets hjemsted beliggende Guldalderen 13, 2640 Hedehusene, Denmark.

Der forelå følgende dagsorden:

1. Valg af dirigent.
2. Bemyndigelse til bestyrelsen til at udstede warrants og dertilhørende kapitalforhøjelse.
3. Eventuelt.

1. Valg af dirigent

Advokat Nikolaj Bak-Christensen valgtes som dirigent for generalforsamlingen.

Dirigenten konstaterede, at følgende var mødt til generalforsamlingen:

- NimHolding A/S, CVR-nr. 45238121.
- Table Mountain ApS, CVR-nr. 44304392.
- JK HOLDING AF 2008 ApS, CVR-nr. 30246500.
- Knud Juul Truelsen.

Herudover deltog følgende medlemmer fra bestyrelsen:

- Thomas Kaas Selsø.
- Knud Juul Truelsen.

Dirigenten konstaterede herefter, at generalforsamlingen var lovligt indkaldt, at de mødende repræsenterede 82,33 % af selskabskapitalen, og at de mødende var enige i generalforsamlingens lovlighed og beslutningsdygtighed.

On 11 September 2026, an extraordinary general meeting was held in Mendole A/S, business registration number 44010259. The meeting was held at the company's address Guldalderen 13, 2640 Hedehusene, Denmark.

The agenda was as follows:

1. Election of chairman of the meeting.
2. Authorization to the Board of Directors to issue warrants and the capital increase resulting thereof.
3. Any other business.

Election of chairman

Attorney-at-law Nikolaj Bak-Christensen was elected as chairman of the general meeting.

The chairman noted that the following shareholders were present at the general meeting:

- NimHolding A/S, CVR-no. 45238121.
- Table Mountain ApS, CVR-no. 44304392.
- JK HOLDING AF 2008 ApS, CVR-no. 30246500.
- Knud Juul Truelsen.

In addition, the following members of the Board of Directors were present:

- Thomas Kaas Selsø.
- Knud Juul Truelsen.

The chairman noted that the general meeting had been duly convened, that the attendees represented 82.33 % of the company's share capital and that the attendees agreed on the legality and quorum of the general meeting.

2. **Bemyndigelse til bestyrelsen til at udstede warrants og dertilhørende kapitalforhøjelse**

Bestyrelsen foreslog, at bestyrelsen bemyndiges til i en periode indtil den 31. december 2030 ad én eller flere omgange at udstede warrants med ret til tegning af nye kapitalandele op til samlet nominelt DKK 57.971,00, svarende til 579.710 kapitalandele à nominelt DKK 0,1. Bestyrelsen foreslog samtidig, at bestyrelsen bemyndiges til at foretage de/den dertil hørende kapitalforhøjelse(r).

For warrants og kapitalandele udstedt som følge af udnyttelse af bemyndigelsen skal gælde, at:

- der kan ikke ske delvis indbetaling;
- de nye kapitalandele skal have samme rettigheder som hidtidige kapitalandele;
- udstedelsen af warrants og den dertilhørende kapitalforhøjelse er uden fortegningsret for selskabets eksisterende kapitalejere, og der skal ikke gælde indskrænkninger i de nye kapitalejeres fortegningsret ved fremtidige forhøjelser;
- tegningsbeløbet indbetales kontant;
- selskabets kapitalandele er frit omsættelige og udstedes som omsætningspapirer gennem VP Securities A/S i dematerialiseret form. Der er ingen indløsningspligt eller anden indskrænkning i kapitalandelenes omsættelighed;
- kapitalandelene er omsætningspapirer; og
- kapitalandelene er navnekapitalandele, som skal registreres i Selskabets ejerbog og giver ret til udbytte og øvrige rettigheder fra tidspunktet for registrering af kapitalforhøjelsen hos Erhvervsstyrelsen.

Authorization to the Board of Directors to issue warrants and the capital increase resulting thereof

The Board of Directors proposed that the Board be authorized, for a period until 31 December 2030, on one or more occasions, to issue warrants carrying the right to subscribe for new shares of up to a total aggregate nominal amount of DKK 57,971.00 corresponding to 579,710 shares of a nominal value of DKK 0.1 each. It was proposed that the board of directors was simultaneously authorised to effect the capital increase(s) arising therefrom.

For warrants and shares issued as a result of the exercise of the authorization, the following shall apply:

- payment must be made in full;
- the new shares shall carry the same rights as the existing shares;
- the issue of warrants and the related capital increase are without pre-emptive right for the company's existing shareholders, and no restrictions shall apply to the new shareholders' pre-emption rights in connection with future increases;
- the subscription amount is paid in cash;
- the company's shares are freely transferable and are issued as negotiable instruments through VP Securities A/S in dematerialised form. There is no redemption obligation or any other restriction on the transferability of the shares;
- the shares are negotiable instruments; and
- the shares shall be registered in the name of the shareholder and registered in the register of shareholders and confer the right to dividends and other rights from the date of registration of the

capital increase with the Danish Business Authority.

De nærmere vilkår for bestyrelsens bemyndigelse samt tegning og udnyttelse af warrants samt den/de tilhørende kapitalforhøjelse(r) fremgår af de som **bilag 1** vedlagte vilkår, der blev gennemgået og, som udgør en integreret del af nærværende generalforsamlingsprotokollat og vedtægterne.

Bemyndigelsen indsættes som en ny bestemmelse i vedtægterne (en ny bestemmelse om bemyndigelse til udstedelse af warrants og dertilhørende kapitalforhøjelse). Et udkast til nye vedtægter med den indsatte bemyndigelse samt vilkårene i bilag 1 blev forelagt generalforsamlingen.

Forslaget og ændringerne til vedtægterne blev enstemmigt vedtaget.

Advokat Nikolaj Bak-Christensen blev bemyndiget til at anmelde det besluttede til Erhvervsstyrelsen, herunder til at foretage de ændringer eller tilføjelser til dette protokollat, selskabets vedtægter og/eller selve anmeldelsen til Erhvervsstyrelsen, som Erhvervsstyrelsen måtte kræve.

3. Eventuelt

Der forelå intet under punktet eventuelt.

Generalforsamlingen hævet.

Som dirigent/as chairman:

Nikolaj Bak-Christensen

The detailed terms and conditions governing the Board of Directors' authorisation, as well as the subscription for and exercise of the warrants and the related capital increase(s), are set out in the terms and conditions attached as **Appendix 1**, which were reviewed and form an integral part of these minutes of the general meeting and the articles of association.

The authorization is inserted as a new provision in the Articles of Association (a new section on the issue of warrants and the capital increase resulting thereof). A draft for new Articles of Association with the authorization including the terms in Appendix 1 inserted was presented to the general meeting.

The proposal and the changes to the Articles of Association was unanimously adopted.

Attorney-at-Law Nikolaj Bak-Christensen was authorised to register the resolutions adopted with the Danish Business Authority, including to make such amendments or additions to these minutes, the Company's articles of association and/or the registration with the Danish Business Authority as may be required by the Danish Business Authority.

Any other business

Nothing under this item.

The general meeting was adjourned.

Bilag 1 – Vilkår for warrants / Appendix 1 – Terms of the warrants

Følgende vilkår og betingelser udgør en del af bemyndigelsen til bestyrelsen til at udstede warrants samt den/de dertil hørende kapitalforhøjelse(r) og er indarbejdet i selskabets vedtægter.

The following terms form part of the authorisation to the board to issue warrants as well as the related capital increase and are incorporated in the company's Articles of Association.

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| <ol style="list-style-type: none"> 1. <u>Udsteder</u>: Mendole A/S, CVR nr. 44010259, Guldalderen 13, Fløng, 2640 Hedehusene, Denmark. 2. <u>Indehaver/modtager</u>: Jakob Daniel Geertsen eller et af ham 100 % ejet holdingselskab. 3. <u>Antal</u>: op til 579.710 warrants, der hver giver ret til at tegne én ny kapitalandel i selskabet med en nominel værdi på DKK 0,1, svarende til et samlet maksimalt nominelt beløb på DKK 57.971,00. 4. <u>Kapitalandelenes rettigheder</u>: de nye kapitalandele skal have samme rettigheder som hidtidige kapitalandele. 5. <u>Udnyttelseskurs</u>: DKK 6,90 pr. kapitalandel à nominelt DKK 0,1, svarende til tegningskurs 6.900 pr. kapitalandel, der skal betales kontant ved tegningen. 6. <u>Tildeling</u>: warrants tildeles umiddelbart efter, at parterne har aftalt bonusbeløbet i henhold til pkt. 2.6.1 i retention bonus-aftalen af 31. juli 2026, baseret på Rebo A/S' reviderede EBITDA for regnskabsåret 2028. Antallet af tildelte warrants fastsættes i overensstemmelse med den trappemodel, der fremgår af pkt. 2.1.3 i retention bonus-aftalen, fra en samlet tegningsværdi på DKK 1.000.000 ved en EBITDA på DKK 10.000.000 til DKK 4.000.000 ved en EBITDA på DKK 25.000.000 eller derover, med lineær interpolation mellem de pågældende niveauer. Der | <ol style="list-style-type: none"> 1. <u>Issuer</u>: Mendole A/S, CVR no. 44010259, Guldalderen 13, Fløng, 2640 Hedehusene, Denmark. 2. <u>Holder/Recipient</u>: Jakob Daniel Geertsen, or a holding company wholly owned by him. 3. <u>Number</u>: up to 579,710 warrants, each conferring the right to subscribe for one new share of nominally DKK 0.1 in the company, corresponding to a maximum nominal amount of DKK 57,971.00. 4. <u>Classification</u>: the new shares shall carry the same rights as the existing shares. 5. <u>Exercise price</u>: DKK 6.90 per share of nominally DKK 0.1, corresponding to a subscription price of 6,900, payable in cash on subscription. 6. <u>Grant</u>: the warrants are granted immediately after the parties have agreed the bonus amount under clause 2.6.1 of the retention bonus agreement dated 31 July 2026, on the basis of Rebo A/S' audited EBITDA for the 2028 financial year. The number granted follows the sliding scale in clause 2.1.3 of that agreement, from an aggregate subscription value of DKK 1,000,000 at an EBITDA of DKK 10,000,000 to DKK 4,000,000 at an EBITDA of DKK 25,000,000 or above, with linear interpolation between the steps. No warrants are granted if Rebo A/S' EBITDA for the 2028 financial year is below DKK 10,000,000. |
|--|--|

tildeles ingen warrants, hvis Rebo A/S' EBITDA for regnskabsåret 2028 er under DKK 10.000.000.

7. Udnyttelsesperiode: warrants kan udnyttes i en periode på 90 dage fra tildelingsdatoen, hvilken periode tillige udgør tegningsfristen og fristen for indbetaling af kapitalandelene. Warrants, der ikke er udnyttet inden for denne periode, bortfalder uden kompensation til indehaveren.
8. Omsættelighed: warrants er personlige og kan ikke overdrages, pantsættes eller på anden måde disponeres over, bortset fra overdragelse til et holdingselskab, der er 100 % ejet af indehaveren, eller ved arv.
9. Bortfald: warrants bortfalder uden kompensation, hvis indehaveren bliver en Bad Leaver som defineret i pkt. 2.5.3 i retention bonus-aftalen. Disse vilkår og den underliggende bemyndigelse bortfalder i deres helhed, hvis Closing af erhvervelsen af Rebo A/S ikke gennemført senest den 30. september 2026.
10. Udvanding: fuld udnyttelse af warrantsne svarer til ca. 9,8 % af selskabets nuværende selskabskapital og ca. 3,8 % af selskabskapitalen efter gennemførelse af udbuddet af op til 8.550.724 nye kapitalandele samt udstedelsen af 869.565 vederlagsaktier til sælgerne af Rebo A/S.
11. Regulering: Såfremt selskabets selskabskapital ændres som følge af en kapitalforhøjelse, kapitalnedsættelse, udstedelse af nye warrants eller konvertible gældsbreve, aktiesplit eller omvendt aktiesplit, fusion, spaltning, opløsning eller en kapitalforhøjelse gennemført til en kurs under markedsværdien, skal antallet af warrants og/eller udnyttelseskursen reguleres således, at værdien af warrants i videst muligt omfang
7. Exercise period: 90 days from grant, which shall also constitute the subscription deadline and the deadline for payment of the shares. Warrants not exercised within that period lapse without compensation to the holder.
8. Transferability: the warrants are personal. They may not be transferred, pledged or otherwise disposed of, except to a holding company wholly owned by the holder, or by inheritance.
9. Lapse: the warrants lapse without compensation if the holder is a Bad Leaver as defined in clause 2.5.3 of the retention bonus agreement. These terms and the underlying authorisation lapse in their entirety if Closing of the acquisition of Rebo A/S has not taken place by 30 September 2026.
10. Dilution: full exercise of the warrants corresponds to approximately 9.8% of the company's current share capital, and to approximately 3.8% of the share capital following completion of the offering of up to 8,550,724 new shares and the issue of 869,565 consideration shares to the sellers of Rebo A/S.
11. Adjustment: if the Company's share capital is altered by a capital increase, a capital reduction, issue of new warrants or convertible notes, a share split or reverse share split, a merger, a demerger, dissolution of the company or a capital increase at a price below market value, the number of warrants and/or the exercise price are adjusted so that the value of the warrants remains, so far as possible, unchanged. Adjustments are made by the Board of Directors and confirmed by the company's auditor. No

forbliver uændret. Enhver sådan regulering foretages af bestyrelsen og bekræftes af selskabets revisor. Der foretages ingen regulering som følge af udbuddet af op til 8.550.724 nye kapitalandele, der gennemføres i forbindelse med erhvervelsen af Rebo A/S, eller udstedelsen af 869.565 vederlagsaktier til sælgerne af Rebo A/S.

12. Lovvalg: Disse vilkår og betingelser er underlagt dansk ret.

adjustment is made in respect of the offering of up to 8,550,724 new shares carried out in connection with the acquisition of Rebo A/S or the issue of 869,565 consideration shares to the sellers of Rebo A/S.

12. Governing law: these terms are governed by Danish law.

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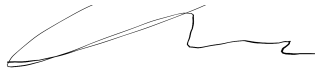
Nikolaj Bak-Christensen

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