

# Control and Profit Transfer Agreement<sup>1</sup>

between

**BRANICKS GROUP AG**

with its registered office in Frankfurt a.M.  
registered with the commercial register of the Frankfurt am Main Local Court under  
HRB 57679

– hereinafter referred to as "**Controlling Company**" –

and

**DIC REAL ESTATE INVESTMENTS GMBH & CO. KOMMANDITGESELLSCHAFT AUF  
AKTIEN**

with its registered office in Frankfurt am Main  
registered with the commercial register of the Frankfurt am Main Local Court under  
HRB 104329

– hereinafter referred to as "**Controlled Company**" –

– Controlling Company and Controlled Company, hereinafter also referred to individually as  
"**Party**" and collectively as "**Parties**" –

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<sup>1</sup> Convenience translation; the German text is legally binding.

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## **Preamble**

The share capital of the Controlled Company amounts to EUR 51,000.00 and is divided into 51,000 no-par value bearer shares (limited partnership shares) with a notional value of EUR 1.00 per limited partnership share. All limited partnership shares of the Controlled Company are held by the Controlling Company. The sole personally liable shareholder of the Controlled Company without capital participation is DIC Real Estate Investments Beteiligungs GmbH, based in Frankfurt am Main, registered with the commercial register of the Local Court of Frankfurt am Main under HRB 102672. All shares of this company are held by the Controlled Company.

## **§ 1 Management Control**

- (1) The Controlled Company subordinates the management (Leitung) of its company to the Controlling Company. Accordingly, the Controlling Company is entitled to issue directions (Weisungen) to the personally liable partners of the Controlled Company regarding the management of the Controlled Company.
- (2) The personally liable partners of the Controlled Company are obliged to follow these directions. The personally liable partners of the Controlled Company remain responsible for managing the business and representing the Controlled Company. The legal independence of both Parties remains unaffected. The Controlling Company is not entitled to issue the direction to amend, maintain, or terminate this agreement to the personally liable partners of the Controlled Company.
- (3) Directions must be issued in text form (Section 126b of the German Civil Code (BGB)). If the directions are issued verbally, they must be confirmed in text form without undue delay.

## **§ 2 Transfer of Profit**

- (1) The Controlled Company undertakes to transfer its entire profits to the Controlling Company (Gewinnabführung). Subject to the creation and release of reserves in accordance with Subsections (2) and (3), the maximum amount permitted under Section 301 AktG, as amended from time to time, shall be transferred; should, in the event of future amendments to Section 301 AktG, the wording of the agreement be in conflict with the statutory provision, the latter shall take precedence.
- (2) The Controlled Company may, with the consent of the Controlling Company issued in text form, transfer amounts from the annual net income for the year to other profit reserves (Section 272 Subsection 3 HGB) if and to the extent permitted under commercial law and as economically justified by reasonable commercial judgement.

- (3) Other profit reserves (Section 272 Subsection 3 HGB) established during the term of the agreement shall – as far as permitted by law – be dissolved at the request of the Controlling Company in text form and transferred as profit in accordance with the requirements of Section 301 AktG, as amended from time to time. Other reserves and profits carried forward and profit reserves from the period prior to the effectiveness of this agreement may neither be transferred as profit to the Controlling Company nor be used to compensate for any annual net loss. The same applies to capital reserves pursuant to Section 272 Subsection 2 HGB, regardless of whether they were established before or after this agreement came into effect.
- (4) The obligation to transfer profits shall apply for the first time for the entire financial year of the Controlled Company in which this agreement is registered with the commercial register at the seat of the Controlled Company. The claim for the profit transfer arises at the end of the financial year of the Controlled Company (balance sheet date) for which the respective claim exists. Upon the value date it becomes due and shall bear interest at the statutory rate.

### **§ 3 Assumption of Losses**

- (1) The Controlling Company is obliged to assume losses in accordance with the provisions of Section 302 AktG, as amended from time to time.
- (2) The obligation to assume losses applies for the first time for the entire financial year of the Controlled Company in which this agreement is registered with the commercial register at the seat of the Controlled Company. The claim for assumption of losses arises at the end of the financial year of the Controlled Company (balance sheet date) for which the respective claim exists. Upon the value date it is due and shall bear interest at the statutory rate.

### **§ 4 Effective date and term**

- (1) The agreement is concluded subject to the approval being granted by the general meeting of the Controlling Company and the general meeting of the Controlled Company, as well as the approval granted by the general partner of the Controlled Company regarding the resolution of approval granted by the general meeting of the Controlled Company. It becomes effective upon its entry in the commercial register at the seat of the Controlled Company and – with the exception of the right to issue directions under Section 1 – will apply retroactively as of the beginning of the Controlled Company's financial year in which this agreement is registered in the commercial register at the seat of the Controlled Company. The right to issue directions

shall only apply as from the time of the entry of the agreement in the commercial register at the seat of the Controlled Company.

- (2) Each Party may rescind this agreement at any time in writing without stating any reasons until its entry in the commercial register at the seat of the Controlled Company.
- (3) The agreement is valid for an indefinite period. It may be ordinarily terminated by each Party upon six months' prior written notice, to the end of the financial year of the Controlled Company. Notwithstanding the right to termination for good cause (aus wichtigem Grund), the agreement may be terminated for the first time with effect as of the end of the financial year of the Controlled Company in which the minimum term for tax purposes within the meaning of Section 14 Subsection 1 Sentence 1 No. 3 KStG, Section 2 Subsection 2 Sentence 2 GewStG, each as amended from time to time, has been completed (according to current legislation, after five calendar years' (Zeitjahre); hereinafter referred to as the "**Minimum Term**").
- (4) Each Party may terminate this agreement for good cause without observing a notice period. Good cause shall be deemed to exist in particular if there is good cause within the fiscal meaning for terminating this agreement, including such causes as specified in R 14.5 (6) KStR (or a corresponding successor provision).
- (5) If the validity of this agreement or its due and proper implementation is not, either in whole or in part, recognized for tax purposes, the Parties agree that the Minimum Term shall in any case begin on the first day of the financial year of the Controlled Company in relation to which the requirements for the recognition of the agreement's validity or due and proper implementation for tax purposes are first met or met again for the first time.

## § 5 Final provisions

- (1) Amendments and additions to this agreement must be made in writing, unless notarization is required. This also applies to a waiver of this written form requirement. In other respects, Section 295 AktG, as amended from time to time, applies.
- (2) In the event that any provision of this agreement is, or proves to be invalid, inoperative or unenforceable, in whole or in part, then the validity, operability and enforceability of the remaining provisions of this agreement will not be affected thereby. The invalid, inoperative, or unenforceable provision shall be deemed replaced by a provision which, to the extent permitted by law, comes as close as possible to the economic result of the invalid, inoperative or unenforceable provision. In the event that this agreement is found to contain any gap, a provision shall apply that would have been agreed by the Parties in light of their economic intent if they had been aware of the gap.

- (3) The Parties agree that the foregoing provisions not only lead to a reversal of the burden of proof but also exclude the applicability of Section 139 BGB. The Parties expressly declare that this agreement is not intended to form a legal unit (rechtliche Einheit) (Section 139 BGB with any other legal transactions or agreements entered into or made between the Parties in the past or in the future).
- (4) In case of any doubt, the preceding provisions shall be interpreted in light of the validity requirements for forming a consolidated tax group (Sections 14 et seq. KStG or the applicable version thereof).
- (5) To the extent permitted by law, the place of performance for the mutual obligations arising from this agreement and the exclusive place of jurisdiction is Frankfurt am Main.

Frankfurt am Main, January 5, 2026

**BRANICKS Group AG**

represented by the Management Board

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Johannes von Mutius

Chief Investment Officer

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Christian Fritzsche

Chief Institutional Business Officer

Frankfurt am Main, January 5, 2026

**DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien**

represented by its personally liable partner DIC Real Estate Investments Beteiligungs GmbH,  
which in turn is represented by

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Stefan Schnurbusch

Managing director

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Michael Tegeder

Managing director