



BRANICKS Group AG

Frankfurt / Main

ISIN: DE000A1X3XX4

WKN: A1X3XX

### **Notice of the Invitation Convening the Extraordinary General Meeting\***

Unique identifier of the event: 43a3356457d7f011b55096c6c2a55906

We invite our shareholders\*\* to the Extraordinary General Meeting to be held on **Friday, February 13, 2026, 10:00 a.m. (CET)** (= 9:00 a.m. UTC (Coordinated Universal Time)) as a virtual General Meeting without the physical presence of shareholders or their proxies at the venue of the General Meeting.

Duly registered shareholders and their proxies may connect to the virtual General Meeting by means of electronic communication via the password-protected InvestorPortal at:

<https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>

and participate in the meeting in this way. Irrespective of any registration and exercise of participation rights by way of electronic connection, video and audio of the entire General Meeting for shareholders of BRANICKS Group AG and their proxies will be broadcast live via the password-protected InvestorPortal at the above Internet

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\* Convenience translation; the German text is legally binding.

\*\* For the sole purpose of better readability, this Notice the Invitation Convening the General Meeting does not use gender-specific notation. All personal designations and terms are to be understood as gender-neutral for the purposes of equal treatment.

address. The voting rights of duly registered shareholders and their proxies may be exercised exclusively by postal vote (also by way of electronic communication) or by granting power of attorney to the proxies appointed by the Company. The duly registered shareholders and their proxies may exercise their rights as described in detail in clause II. of this Notice of the Invitation Convening the General Meeting. Clause II. of this Notice of the Invitation Convening the General Meeting describes below under "Access to the password-protected InvestorPortal and electronic access to the meeting" how shareholders and their proxies can access the password-protected InvestorPortal.

The place of the General Meeting as defined by Section 121 (5) sentence 3 of the German Stock Corporation Act (*Aktiengesetz*, AktG) and Section 11 (4) sentence 3 of the Articles of Association is at the offices of VIB Vermögen AG, Tilly-Park 1, 86633 Neuburg a.d. Donau. Shareholders and their proxies (with the exception of the Company's proxies) have no right or opportunity to physically attend the place of the General Meeting.

## **I. Agenda**

- 1. Resolution on the cancellation of the existing authorization to issue convertible bonds and/or option bonds and the cancellation of Contingent Capital 2022, as well as the creation of a Contingent Capital 2026 for the purpose of granting shares to the outside shareholders of VIB Vermögen AG in accordance with the provisions of the control and profit transfer agreement concluded between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG and the corresponding amendment to the Articles of Association.**

BRANICKS Group AG is the sole limited shareholder of DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien, based in Frankfurt am Main (also known as "**DIC REI KGaA**"). The sole personally liable partner of DIC REI KGaA is DIC Real Estate Investments Beteiligungs GmbH, based in Frankfurt am Main, all of whose shares are held by DIC REI KGaA. DIC REI KGaA currently holds approximately 68.75% of the shares in VIB Vermögen AG, based in Neuburg a.d. Donau, while the remaining approx. 31.25% of the shares in VIB Vermögen AG are held by minority shareholders. DIC REI KGaA, as the controlling company, and VIB Vermögen AG, as the controlled company, on January 5, 2026 entered into a Control and Profit Transfer Agreement ("**Control and Profit Transfer Agreement I**"). The content of the Control and Profit Transfer Agreement I is printed in full following the

proposed resolution for this agenda item. The Control and Profit Transfer Agreement I requires the approval of the General Meetings of VIB Vermögen AG and DIC REI KGaA, the approval of the personally liable partner of DIC REI KGaA for the approval resolution of the General Meeting of DIC REI KGaA, and entry in the commercial register of VIB Vermögen AG in order to be effective. The General Meeting of VIB Vermögen AG is scheduled to decide on its approval on February 12, 2026. The approval of the General Meeting of DIC REI KGaA and the approval of the personally liable partner of DIC REI KGaA for the approval resolution of its General Meeting are scheduled to take place in conjunction with the Extraordinary General Meeting of BRANICKS Group AG.

The Control and Profit Transfer Agreement I includes, among other things, the obligation of DIC REI KGaA as the controlling company of the Control and Profit Transfer Agreement I, as required by Section 305 (1) AktG, to acquire the shares of a minority shareholder of VIB Vermögen AG as the controlled company upon request in exchange for an appropriate settlement specified in the Agreement ("**Settlement Offer**"). Since DIC REI KGaA is a limited partnership with shares that is majority-owned by BRANICKS Group AG and dependent on it, the Control and Profit Transfer Agreement I provides for the granting of shares in BRANICKS Group AG, the Parent Company of the BRANICKS Group, as a settlement for the minority shareholders of VIB Vermögen AG (Section 305 (2) No. 2 AktG), at an Exchange Ratio of 4.18 shares of BRANICKS Group AG ("**Compensation Shares**") for each share of VIB Vermögen AG, subject to any adjustments that may be made in accordance with the provisions of the Control and Profit Transfer Agreement I.

In order to grant Compensation Shares to the minority shareholders of VIB Vermögen AG in accordance with the provisions of Control and Profit Transfer Agreement I and thus for the purpose of preparing a merger (Section 192 (2) No. 2 AktG), new Contingent Capital 2026 of BRANICKS Group AG is to be created in the maximum volume permitted by law of 60% of the Company's share capital (Section 192 (3) AktG). Shareholders of BRANICKS Group AG have no statutory subscription rights in case of a conditional capital increase. As part of the conditional capital increase, the Company will only issue Compensation Shares to the extent that minority shareholders of VIB Vermögen AG make use of the Settlement Offer under Control and Profit Transfer Agreement I and transfer their VIB shares to BRANICKS Group AG as a contribution in kind in exchange for the issue of new shares from Contingent Capital 2026. If all 10,330,466 VIB shares currently held by minority shareholders of VIB Vermögen AG were to accept the Settlement Offer, this would mean, based on the Exchange Ratio agreed in the Control and Profit Transfer Agreement I, the issuance of new shares from Contingent Capital 2026 amounting to a maximum of

approximately 51.7% of the current share capital of BRANICKS Group AG, reduced by any fractional amounts to be settled in cash. According to the resolution proposal submitted to the General Meeting of VIB Vermögen AG by the Management Board and Supervisory Board of VIB Vermögen AG regarding the approval of Control and Profit Transfer Agreement I, the Management Board of VIB Vermögen AG shall be instructed to register Control and Profit Transfer Agreement I in the commercial register of VIB Vermögen AG only and only then if the resolution to be passed on this agenda item 1 by the General Meeting of BRANICKS Group AG on the creation of Contingent Capital 2026 for the purpose of granting shares to the minority shareholders of VIB Vermögen AG in accordance with the provisions of the Control and Profit Transfer Agreement I has been entered in the commercial register of BRANICKS Group AG.

The Contingent Capital 2022 resolved by the General Meeting on February 14, 2022, which serves to secure the authorization of the Management Board to issue convertible bonds and/or bonds with warrants resolved at the same General Meeting, is to be revoked, as is the authorization that was not utilized.

The Management Board and Supervisory Board propose that the following resolution be adopted:

**a) Revocation of the existing authorization to issue convertible bonds and/or bonds with warrants and of Contingent Capital 2022**

The authorization of the Management Board to issue convertible bonds and/or bonds with warrants, which was resolved by the General Meeting on February 14, 2022, under item 9 of the agenda at that time, and the Contingent Capital 2022 regulated in Section 6 of the Articles of Association, which was resolved by the same General Meeting, shall be repealed upon the entry into effectiveness of the Contingent Capital 2026 to be resolved under lit. b) below.

## **b) Creation of new Contingent Capital 2026**

The Company's share capital is conditionally increased by up to EUR 50,139,306.00 through the issuance of up to 50,139,306 new registered no-par value shares (Contingent Capital 2026). The conditional capital increase serves the purpose of granting a settlement in shares of the Company to the minority shareholders of VIB Vermögen AG in accordance with the provisions of the Control and Profit Transfer Agreement concluded on January 5, 2026 between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG ("Control and Profit Transfer Agreement I"), to the Exchange Ratio specified in Section 5 (1) of Control and Profit Transfer Agreement I or, if applicable, adjusted in accordance with Section 5 (4) or Section 5 (6) of the Control and Profit Transfer Agreement I. To the extent necessary pursuant to Section 5 (2) of the Control and Profit Transfer Agreement I, fractional shares shall be settled in cash.

The new shares will be issued in exchange for the transfer of shares in VIB Vermögen AG by its minority shareholders who have accepted the Settlement Offer. The conditional capital increase will only be carried out to the extent that the minority shareholders of VIB Vermögen AG exercise their right to settlement and no treasury shares are used to service the settlement.

The issue price of the new shares is EUR 1.00 per share. The difference between the issue price of the new shares and the contribution value of the shares of VIB Vermögen AG to be contributed is treated as a voluntary additional payment based on a contractual agreement.

The new shares participate in profits from the beginning of the fiscal year in which they arise as a result of the exercise of settlement rights. The Management Board is authorized, with the approval of the Supervisory Board, to determine the further details of the conditional capital increase and its implementation.

The Supervisory Board is authorized to amend the wording of Sections 4 and 6 of the Articles of Association in accordance with the respective utilization of the Contingent Capital 2026. The same applies in the event of non-utilization of settlement rights after expiry of the deadlines for exercising settlement rights under the Control and Profit Transfer Agreement I.

## **c) Amendment to the Articles of Association**

Section 6 of the Articles of Association is repealed and reworded as follows:

## "Section 6 Contingent Capital 2026

The Company's share capital is conditionally increased by up to EUR 50,139,306.00 through the issuance of up to 50,139,306 new registered no-par value shares (Contingent Capital 2026).

The conditional capital increase serves the purpose of granting a settlement in shares of the Company to the minority shareholders of VIB Vermögen AG in accordance with the provisions of the Control and Profit Transfer Agreement concluded on January 5, 2026 between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG ("**Control and Profit Transfer Agreement I**"), to the Exchange Ratio specified in Section 5 (1) of Control and Profit Transfer Agreement I or, if applicable, adjusted in accordance with Section 5 (4) or pursuant to Section 5 (6) of the Control and Profit Transfer Agreement I. To the extent necessary pursuant to Section 5 (2) of the Control and Profit Transfer Agreement I, fractional shares shall be settled in cash.

The new shares will be issued in exchange for the transfer of shares in VIB Vermögen AG by its minority shareholders who have accepted the Settlement Offer. The conditional capital increase will only be carried out to the extent that the minority shareholders of VIB Vermögen AG exercise their right to settlement and no treasury shares are used to service the settlement.

The issue price of the new shares is EUR 1.00 per share. The difference between the issue price of the new shares and the contribution value of the shares of VIB Vermögen AG to be contributed is treated as a voluntary additional payment based on a contractual agreement.

The new shares participate in profits from the beginning of the fiscal year in which they arise as a result of the exercise of settlement rights.

The Management Board is authorized, with the approval of the Supervisory Board, to determine the further details of the conditional capital increase and its implementation.

The Supervisory Board is authorized to amend the wording of Sections 4 and 6 of the Articles of Association in accordance with the respective utilization of Contingent Capital 2026. The same applies in the event of non-utilization of settlement rights after expiry of the deadlines for exercising settlement rights under the Control and Profit Transfer Agreement I."

The Management Board has submitted a written report in accordance with Section 186 (4) sentence 2 AktG on the reasons for the conditional capital increase (Contingent Capital 2026), the associated exclusion of shareholders' subscription

rights when issuing subscription shares from Contingent Capital 2026, and the proposed issue price. This (alongside the attached expert opinion of PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, dated January 2, 2026 regarding the corporate values of VIB Vermögen AG and BRANICKS Group AG and the determination of the appropriate settlement and compensation on the occasion of the conclusion of the Control and Profit Transfer Agreement I between DIC REI KGaA and VIB Vermögen AG) can be viewed on the Company's website at <https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/> from the date of convocation. This also applies to the other documents listed after agenda item 2.

The Control and Profit Transfer Agreement I concluded on January 5, 2026 between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG has the wording reproduced below.

*"Control and Profit Transfer Agreement*

*between*

*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 "Controlling Company" –*

*and*

*VIB Vermögen AG*

*with its registered office in Neuburg a.d. Donau*

*registered with the commercial register of the Ingolstadt Local Court under HRB  
101699*

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

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

### **Preamble**

- (1) *The share capital of the Controlled Company amounts to EUR 33,054,587.00 and is divided into 33,054,587 registered shares with a notional value of EUR 1.00 per share. At the time of conclusion of this agreement, the Controlling Company holds approximately 68.75% of the shares of the Controlled Company. Minority shareholders hold approximately 31.25% of the shares of the Controlled Company at this time.*
- (2) *The share capital of the Controlling 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 Controlling Company are held by BRANICKS Group AG, based in Frankfurt am Main, registered with the commercial register of the Local Court of Frankfurt am Main under HRB 57679 (hereinafter also referred to as the "**Group Parent Company**"). The sole personally liable shareholder of the Controlling 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 Controlling Company.*
- (3) *The share capital of the Group Parent Company amounts to EUR 83,565,510.00 and is divided into 83,565,510 registered shares with a notional value of EUR 1.00 per share. The Group Parent Company is the holding company of the BRANICKS Group.*

### **§ 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 board of management of the Controlled Company regarding the management of the Controlled Company.*
- (2) *The board of management of the Controlled Company is obliged to follow these directions. The board of management of the Controlled Company remains 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 board of management 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 Compensation Payments**

- (1) *The Controlling Company undertakes to pay the minority shareholders (außenstehende Aktionäre) of the Controlled Company a fixed annual cash payment ("**Compensation Payment**") (Ausgleichszahlung) for each full financial year of the Controlled Company for the term of the agreement.*
- (2) *In accordance with Section 304 Subsection 2 Sentence 1 AktG, the Compensation Payment amounts to EUR 0.92 gross for each full financial year of the Controlled Company for each registered no-par value share of the Controlled Company with a notional value in the share capital of EUR 1.00 ("**Gross Compensation Amount**") minus the amount of any corporate income tax and the solidarity surcharge payable by the Controlled Company thereon in accordance with the tax rate applicable to these taxes for the respective financial year, whereby the total Gross Compensation Amount results from the Controlled Company's profits being subject to corporate income tax. Based on the situation at the time of conclusion of this agreement, the portion of the Gross Compensation Amount which relates to profits made by the Controlled Company being subject to German corporate income tax and which is equal to EUR 0.92 per share of the Controlled Company, is subject to a deduction of 15% corporate income tax plus 5.5% solidarity surcharge thereon, that is EUR 0.15. Based on the situation at the time of conclusion of this agreement, the Compensation Payment amounts to EUR 0.77 per share of the Controlled Company for each full financial year ("**Net Amount of Compensation**"). For the avoidance of doubt, any withholding tax (such as withholding tax on investment income (Kapitalertragsteuer) plus solidarity surcharge thereon) will be retained from the Net Amount of Compensation to the extent required by law.*

- (3) *The Compensation Payment shall be granted for the first time for the entire financial year in which this agreement is registered with the commercial register at the seat of of the Controlled Company. The Compensation Payment is due on the third banking day following the annual general meeting of the Controlled Company for the preceding financial year, but no later than eight months following the end of the relevant financial year.*
- (4) *If the agreement ends during the current financial year of the Controlled Company or if a short financial year (Rumpfgeschäftsjahr) is formed during the period for which the profit transfer obligation applies, the Compensation Payment will be granted pro rata temporis with a corresponding adjustment of the relevant amounts.*
- (5) *In the event of an increase in the share capital of the Controlled Company from company funds against the issue of new shares, the Compensation Payment per share of the Controlled Company shall be reduced to the extent that the total amount of the Compensation Payment remains unchanged. If the share capital of the Controlled Company is increased through cash and/or non-cash contributions, the rights under this Section 4 shall also apply to the shares purchased by minority shareholders resulting from the capital increase. The commencement of entitlement to the new shares in accordance with this Section 4 shall be determined by the profit share entitlement set by the Controlled Company when the new shares are issued.*
- (6) *If appraisal proceedings (Spruchverfahren) are initiated pursuant to Section 1 No. 2 SpruchG and the court legally determines a higher Compensation Payment, the shareholders, even if they have already been compensated according to Section 5 of this agreement, may also demand a corresponding amount in addition to the Compensation Payments received by them if and to the extent provided for by law.*

### **§ 5 Compensation**

- (1) *The Controlling Company undertakes to purchase, at the request of any minority shareholder of the Controlled Company, the shares of such shareholder in the Controlled Company in exchange for no-par value registered shares of the Group Parent Company with a notional value of EUR 1.00 each of the Group Parent Company's share capital ("**Compensation Shares**") at an exchange ratio of 4,18 Compensation Shares per share of the Controlled Company ("**Exchange Ratio**").*

- (2) *Fractional shares of Compensation Shares ("**Fractional Shares**") will be compensated in cash. The holders of Fractional Shares shall receive compensation in cash in the amount of their Fractional Shares corresponding to their share value in the total enterprise value of the Group Parent Company, as underlying the Exchange Ratio.*
- (3) *The assertion of the compensation claim by a minority shareholder of the Controlled Company must be made in text form. The obligation of the Controlling Company to purchase the shares of the Controlled Company ends two months following the date the registration of this agreement with the commercial register at the seat of the Controlled Company has been published. An extension of the period pursuant to Section 305 Subsection 4 Sentence 3 AktG due to an application for determination of compensation or settlement by the court determined according to Section 2 SpruchG remains unaffected. In this case, the period ends two months following the date the decision on the most recently decided application has been published in the Federal Gazette (Bundesanzeiger).*
- (4) *If capital measures are implemented by the Group Parent Company or the Controlled Company prior to the end of the period specified in Subsection (3), the Exchange Ratio will be adjusted if and to the extent required by law. If, by the expiry of the period specified in Subsection (3), the share capital of the Controlled Company is increased by cash and/or non-cash contributions, the rights under this § 5 shall also apply to the shares purchased by minority shareholders from the capital increase.*
- (5) *The transfer of the shares of the Controlled Company in exchange for the Compensation Shares to be granted for this purpose shall be free of charge for the minority shareholders of the Controlled Company, provided that they possess a domestic securities account.*
- (6) *If appraisal proceedings pursuant to Section 1 No. 2 SpruchG are initiated and the court adjudicates a legally binding higher compensation, the shareholders, even if they have already received the compensation, are entitled to demand payment of a corresponding amount in addition to the compensation if and to the extent provided by law. In the same way, all other minority shareholders of the Controlled Company will be treated equally if the Controlling Company agrees to pay a higher compensation to a shareholder of the Controlled Company in a settlement to avert or terminate proceedings pursuant to Section 1 No. 2 SpruchG.*

## **§ 6 Effective date and term**

- (1) *The agreement is concluded subject to the approval being granted by the general meeting of the Controlled Company and the general meeting of the Controlling Company, as well as the approval granted by the general partner of the Controlling Company regarding the resolution of approval granted by the general meeting of the Controlling 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.*

### **§ 7 Letter of comfort**

*As the direct sole limited shareholder of the Controlling Company, the Group Parent Company has issued the letter of comfort, which is attached to this agreement for information purposes only, without becoming a Party to this agreement. In this letter of comfort, the Group Parent Company has unrestrictedly and irrevocably undertaken to ensure that the Controlling Company is provided with financial resources in such a way that it is able at any time to meet all its payment obligations arising from or in connection with this agreement in full when due. This applies in particular to the obligation to compensate for losses pursuant to Section 302 AktG. The Group Parent Company irrevocably and unrestrictedly guarantees to the minority shareholders of the Controlled Company that the Controlling Company will meet all its payment obligations to them arising from or in connection with this agreement, in particular the Compensation Payment, in full when due. In this respect, the minority shareholders of the Controlled Company have their own claim against the Group Parent Company pursuant to Section 328 Subsection 1 BGB for payment to the Controlling Company. This claim and a corresponding liability of the Group Parent Company towards minority shareholders of the Controlled Company are limited to cases in which the Controlling Company does not fully meet its obligations to minority shareholders of the Controlled Company arising from or in connection with this agreement when due and the Group Parent Company does not fulfil its above-mentioned obligation to provide funds. The letter of comfort does not apply during such periods, during which a legally effective control and/or profit transfer agreement exists between the Group Parent Company as the controlling company and the Controlling Company as the controlled company.*

### **§ 8 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."*

The Annex to Section 7 of the Control and Profit Transfer Agreement I between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG reads as follows:

*"VIB Vermögen AG*

*– The Management Board –  
Tilly-Park  
186633 Neuburg a.d. Donau*

*Frankfurt am Main, January 5, 2026*

### **Letter of comfort**

*DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien, with its registered office in Frankfurt am Main, registered with the commercial register of the Local Court of Frankfurt am Main under HRB 104329 ("**DIC REI**"), intends to conclude a control and profit transfer agreement ("**Agreement**") with VIB Vermögen AG, based in Neuburg a.d. Donau, registered with the commercial register of the Local Court of*

*Ingolstadt under HRB 101699 ("**VIB**"), with VIB as the controlled company and obliged company to transfer profits. BRANICKS Group AG, based in Frankfurt am Main, registered with the commercial register of the Local Court of Frankfurt am Main under HRB 57679 ("**Branicks**"), is the direct sole limited shareholder of DIC REI. The sole shareholder of the general partner of DIC REI is DIC REI itself. Branicks hereby makes the following declarations without becoming a Party to the Agreement:*

- 1. Branicks undertakes unrestrictedly and irrevocably to ensure that DIC REI is financially equipped in such a way that DIC REI is always in a position to meet all its payment obligations arising from or in connection with the Agreement in full when due. This applies in particular to the obligation to compensate for losses pursuant to Section 302 AktG.*
- 2. Branicks guarantees unrestrictedly and irrevocably to the minority shareholders of VIB that DIC REI will meet all its payment obligations to them arising from or in connection with the Agreement, in particular the compensation payment in full when due. In this respect, the minority shareholders of VIB are entitled to their own claim against Branicks for payment to DIC REI pursuant to Section 328 Subsection 1 of the German Civil Code (BGB). This claim and a corresponding liability of Branicks towards minority shareholders of VIB in accordance with the two preceding sentences are limited to cases in which DIC REI does not fully meet its obligations to minority shareholders of VIB arising from or in connection with the Agreement when due and Branicks does not fulfil its funding obligation under Section 1 of this letter of comfort.*
- 3. This letter of comfort does not apply to periods during which a legally effective control and/or profit transfer agreement exists between Branicks as the controlling company and DIC REI as the controlled company.*
- 4. This letter of comfort is subject to the laws of the Federal Republic of Germany. The exclusive place of jurisdiction for all disputes arising between the parties from or in connection with this letter of comfort is, to the extent permitted by law, Frankfurt am Main, Germany."*

**2. Resolution on the approval of the conclusion of a control and profit transfer agreement between BRANICKS Group AG and DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien**

BRANICKS Group AG is the sole limited shareholder of DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien, based in Frankfurt am Main (also



known as "**DIC REI KGaA**"). The sole personally liable and managing partner of DIC REI KGaA is DIC Real Estate Investments Beteiligungs GmbH, based in Frankfurt am Main, whose entire share capital is held by DIC REI KGaA. BRANICKS Group AG, as the controlling company, and DIC REI KGaA, as the controlled company, entered into a Control and Profit Transfer Agreement (also referred to as "**Control and Profit Transfer Agreement II**") on January 5, 2026. As BRANICKS Group AG directly holds all limited partnership shares in DIC REI KGaA, BRANICKS Group AG is not required to make any Compensation Payments to minority shareholders in accordance with Section 304 AktG or to offer any settlement within the meaning of Section 305 AktG. For the same reason, an audit of the Control and Profit Transfer Agreement II by a contract auditor in accordance with Section 293b AktG is not required.

The Control and Profit Transfer Agreement II requires the approval of the General Meetings of BRANICKS Group AG and DIC REI KGaA, the approval of the personally liable partner of DIC REI KGaA for the resolution of approval by the General Meeting of DIC REI KGaA, and entry in the commercial register of DIC REI KGaA. The approval of the General Meeting of DIC REI KGaA and the approval of the personally liable partner of DIC REI KGaA for the approval resolution of its General Meeting are scheduled to take place in conjunction with the Extraordinary General Meeting of BRANICKS Group AG.

For its part, DIC REI KGaA, as the controlling company, and VIB Vermögen AG, based in Neuburg a.d. Donau, as the controlled company, concluded a Control and Profit Transfer Agreement I on January 5, 2026. Reference is made to the relevant comments under agenda item 1.

The Control and Profit Transfer Agreement II concluded on January 5, 2026 between BRANICKS Group AG and DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien contains the following key provisions:

- DIC REI KGaA is managed by BRANICKS Group AG. BRANICKS Group AG is entitled to issue directions (Weisungen) to the personally liable partners of DIC REI KGaA with regard to the management of DIC REI KGaA. The personally liable partners of DIC REI KGaA are obliged to comply with these directions.
- DIC REI KGaA undertakes to transfer all of its profits to BRANICKS Group AG. Subject to the creation and release of reserves in accordance with Section 2 (2) and (3) of the Agreement, the maximum amount permitted under Section 301 AktG, as amended, shall be paid; should future amendments to Section 301 AktG cause the wording of the Agreement to conflict with the statutory

provision, the latter shall take precedence. The obligation to transfer profits shall apply for the first time to the entire fiscal year of DIC REI KGaA in progress at the time of entry of the Agreement in the commercial register at the registered office of DIC REI KGaA.

- BRANICKS Group AG is obliged to assume losses in accordance with the provisions of Section 302 AktG, as amended. The obligation to assume losses applies for the first time to the entire fiscal year of DIC REI KGaA in progress at the time of entry of the Agreement in the commercial register at the registered office of DIC REI KGaA.
- The Agreement shall take effect upon its entry in the commercial register at the registered office of DIC REI KGaA and shall apply retroactively from the beginning of DIC REI KGaA's fiscal year in progress at the time of entry of the Agreement in the commercial register at the registered office of DIC REI KGaA, with the exception of the right to issue instructions pursuant to Section 1 of the Agreement. The right to issue directions shall only apply once the Agreement has been entered in the commercial register at the registered office of DIC REI KGaA.
- The Agreement is valid for an indefinite period. It may be terminated by either Party in writing with six months' notice, but only at the end of the fiscal year of the Subsidiary. However, without prejudice to the right to terminate for good cause, ordinary termination is only possible for the first time at the end of the fiscal year of the Subsidiary, at the end of which the minimum tax period within the meaning of Section 14 (1) sentence 1 no. 3 KStG and Section 2 (2) sentence 2 GewStG, as amended, is fulfilled (five calendar years according to the current legal situation). Either Party may terminate the Agreement for good cause without observing a notice period. Good cause shall be deemed to exist in particular if there is an important reason in the tax sense for terminating the Agreement, including those under R 14.5 (6) KStR (or a corresponding successor provision).
- Finally, the Agreement contains final provisions, in particular that the invalidity, unenforceability, or lack of enforceability of individual contractual provisions shall not affect the validity, effectiveness, and enforceability of the remaining provisions.

The Control and Profit Transfer Agreement II concluded on January 5, 2026 between BRANICKS Group AG and DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien has the following wording:

*"Control and Profit Transfer Agreement*

*between*

*BRANICKS Group AG*

*with its registered office in Frankfurt am Main*

*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" –*

**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.”*

The Management Board and Supervisory Board propose that the following resolution be adopted:

The Control and Profit Transfer Agreement between BRANICKS Group AG and DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien dated January 5, 2026 is approved.

From the date of convening the General Meeting and during the General Meeting, the following documents will be available on the Company's website at <https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/> together with this invitation:

- The Control and Profit Transfer Agreement between BRANICKS Group AG and DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien dated January 5, 2026;
- the annual financial statements and consolidated financial statements as well as the summarized management reports and consolidated management reports of BRANICKS Group AG for the fiscal years 2022, 2023, and 2024;
- the annual financial statements of DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien for the fiscal years 2022, 2023, and 2024;
- the joint report of the Management Board of BRANICKS Group AG and the personally liable partner of DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien dated January 5, 2026, on the Control and Profit Transfer Agreement between BRANICKS Group AG and DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien;
- the Control and Profit Transfer Agreement between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG dated January 5, 2026;

- the annual financial statements and consolidated financial statements as well as the management reports and group management reports of VIB Vermögen AG for the fiscal years 2022, 2023, and 2024;
- the joint report submitted to the General Meeting of VIB Vermögen AG in accordance with Section 293a AktG by the personally liable partner of DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and the Management Board of VIB Vermögen AG dated January 5, 2026 on the Control and Profit Transfer Agreement between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG (together with the expert opinion of PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, dated January 2, 2026, on the enterprise values of VIB Vermögen AG and BRANICKS Group AG and on the determination of the appropriate settlement and the appropriate compensation on the occasion of the conclusion of the Control and Profit Transfer Agreement between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG).

The report dated January 6, 2026, prepared in accordance with Section 293e AktG by the court-appointed expert auditor HLB Dr. Stückmann und Partner mbB Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Bielefeld, on the audit of the Control and Profit Transfer Agreement between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG dated January 5, 2026, is available on the VIB Vermögen AG website under Investor Relations in the General Meeting Section during the above period.

### **3. Resolution on reducing the size of the Supervisory Board and on the corresponding amendment to the Articles of Association in Section 8 (1)**

In accordance with Sections 95 sentence 2, 96 (1) last case, 101 (1) AktG and Section 8 (1) of the Articles of Association, the Supervisory Board currently consists of six members to be elected by the General Meeting. Currently, only five positions on the Supervisory Board are filled. For reasons of cost and efficiency, the Management Board and Supervisory Board consider it appropriate to reduce the statutory number of Supervisory Board members from the current six to five in the future, rather than holding a by-election to the Supervisory Board.

The Management Board and Supervisory Board propose that the following resolution be adopted:

Section 8(1) of the Articles of Association is amended as follows:



*"(1) The Supervisory Board shall consist of five members."*

Otherwise, Section 8 of the Articles of Association remains unchanged.

## **II. Further information on the invitation convening the General Meeting and notes**

All times stated in the Section "Further information on the convocation and notes" are given in Central European Time (CET), which is the standard time zone for Germany. In terms of Coordinated Universal Time (UTC), this means UTC = CET minus one hour. The votes scheduled on all TOPs are binding within the meaning of Table 3 of the Annex to Implementing Regulation (EU) 2018/1212. Shareholders can vote "yes" (in favor) or "no" (against) or abstain from voting (also by not casting a vote).

### **1. Information on the implementation of the virtual General Meeting**

The Management Board has decided to hold the General Meeting as a virtual General Meeting without the physical presence of shareholders or their proxies at the venue of the General Meeting in accordance with Section 11 (4) of the Articles of Association. Physical attendance by shareholders or their proxies (with the exception of proxies appointed by the Company) is therefore excluded.

All members of the Management Board and the Chairman of the meeting intend to attend the General Meeting physically at the venue of the General Meeting and all other members of the Supervisory Board intend to attend the General Meeting physically at the venue of the General Meeting or, on the basis of Section 14a (4) of the Articles of Association, by means of video and audio transmission for the entire duration of the General Meeting.

All shareholders listed in the share register and their proxies can watch the whole General Meeting live on Friday, February 13, 2026, starting at 10:00 a.m. (CET) via the password-protected InvestorPortal at the Internet address

<https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>

How shareholders and their proxies can access the password-protected InvestorPortal is described below in the Section "Access to the password-protected InvestorPortal and electronic connection to the meeting". Shareholders or their proxies may exercise their voting rights exclusively by postal vote (including by way of electronic communication) or by granting power of attorney to the proxies appointed by the Company as specified in more detail below.

## **2. Access to the password-protected InvestorPortal and electronic connection to the meeting**

Shareholders entered in the share register will receive the access data to the InvestorPortal together with their personal invitation documents. The InvestorPortal is available at:

<https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>

The entire General Meeting can be followed electronically live in video and audio via the InvestorPortal.

Shareholders who are entered in the share register and who have duly registered for the General Meeting in accordance with the provisions set out below, and their proxies, may also connect electronically to the General Meeting via the password-protected InvestorPortal at:

<https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>

and in this way attend the meeting and exercise their shareholder rights. However, neither the live broadcast of the General Meeting nor the electronic connection to the General Meeting enable participation in the General Meeting within the meaning of Section 118 (1) sentence 2 AktG or the exercise of voting rights via electronic participation within the meaning of Section 118a (1) sentence 2 no. 2 AktG.

Shareholders who are only entered in the share register after the start of January 23, 2026, at 0:00 hours (CET) will not receive any invitation documents or access data for the InvestorPortal without request, in accordance with legal requirements. However, you can request the invitation documents with the necessary access data via the registration address given below in the Section "Requirements for attending the virtual General Meeting and exercising voting rights".

Authorized intermediaries (e.g., credit institutions), persons or institutions treated as such pursuant to Section 135 (8) AktG (proxy advisers, associations of shareholders, or commercial proxies), and other authorized representatives may also follow the entire General Meeting via the password-protected InvestorPortal and connect to the General Meeting electronically. Please note that authorized third parties require their own access data to the InvestorPortal. Shareholders can generate the access data for the authorized third party via the InvestorPortal.

### 3. Requirements for attending the virtual General Meeting and exercising voting rights

Section 12 of the Articles of Association authorizes shareholders who are entered in the share register and have registered in good time for the General Meeting to attend the virtual General Meeting (i.e. to participate in the General Meeting by electronic means) and to exercise their voting rights.

Registration must be made in text form in German or English and must be submitted to the Company at least six days before the General Meeting (whereby the day of the General Meeting and the day it was received are not to be counted), i.e., no later than

**Friday, February 6, 2026, 24:00 hours (CET) (receipt),**

by electronic means using the password-protected InvestorPortal offered by the Company provided by the Company at:

<https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>

or

by mail or e-mail to the following address:

BRANICKS Group AG  
c/o Computershare Operations Center  
80249 Munich  
e-mail: [anmeldestelle@computershare.de](mailto:anmeldestelle@computershare.de)

The registration may also be submitted to the Company by intermediaries in accordance with Section 67c AktG by no later than **Friday, February 6, 2026, 24:00 hours (CET) (receipt)** (see "Information for intermediaries" below).

Shareholders will receive the access data for using the password-protected InvestorPortal as described above in the Section "Access to the password-protected InvestorPortal and electronic access to the meeting".

The registration form sent with the personal invitation documents to the General Meeting can be used for registration by post or e-mail. This form is also available for download on the Company's website at

<https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>.

#### **4. Free availability of shares and new registration in the share register**

In relation to the Company, rights and obligations arising from shares pursuant to Section 67 (2) sentence 1 AktG exist only for and against those entered in the share register. Participation in the virtual General Meeting as well as the number of voting rights due to which a duly registered shareholder or their authorized representative in the General Meeting is determined based on the status of the share register on the day of the General Meeting. Please note that for technical reasons, no transfers will be made in the share register between February 6, 2026, 24:00 hours (CET) (the technical record date) and the end of the day on which the General Meeting is held (the transfer freeze). The status of the share register on the day of the General Meeting therefore corresponds to the status on February 6, 2026, at 24:00 hours (CET).

The shares are not suspended or blocked by a registration for the General Meeting. Shareholders can therefore continue to trade their shares freely even after they have registered and despite the new stop on changes. However, purchasers of shares whose transfer requests are received by the Company after February 6, 2026, may only exercise their right to follow the entire General Meeting in image and sound and their voting rights from these shares if they are authorized to do so by the shareholder still registered in the share register or are authorized to exercise their rights. All purchasers of shares of the Company that are not yet registered in the share register are therefore requested to submit registration applications as soon as possible.

#### **5. Procedure for voting by absentee vote**

Shareholders have the opportunity to cast their votes by postal vote within the scope described below, even without attending the General Meeting. Entry in the share register and timely registration of the shareholder in accordance with the above provisions are required in this case as well. Absentee votes that cannot be assigned to any proper registration are not valid.

Votes by absentee vote are cast in writing or by means of electronic communication. For the transmission of electronic absentee ballots or for their revocation or amendment, the Company offers the password-protected InvestorPortal on the Company's website at:

<https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>

via which voting rights can still be exercised by electronic postal vote on the day of the General Meeting (February 13, 2026) until the time of closing of voting (which time will be announced and specified by the Chairman of the meeting in the video and audio transmission).

For a written absentee ballot, the form sent together with the personal invitation documents may be used. A form for postal voting is also available on the Company's website at <https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>. Votes cast by postal ballot without using the InvestorPortal must be received by the Company no later than Thursday, February 12, 2026, 24:00 hours (CET) (date of receipt), by mail or email, as follows, without prejudice to timely registration in accordance with the above provisions:

BRANICKS Group AG

c/o Computershare Operations Center

80249 Munich

e-mail: [anmeldestelle@computershare.de](mailto:anmeldestelle@computershare.de)

Authorized intermediaries (e.g. banks), persons or institutions equivalent to the above in accordance with section 135 (8) AktG (proxy advisers, associations of stockholders and commercial proxies) as well as other authorized representatives may also use absentee voting.

Votes cast by postal ballot, as well as any changes or revocations thereof, may also be submitted to the Company by intermediaries in accordance with Section 67c AktG until Thursday, February 12, 2026, 24:00 hours (CET) (date of receipt) (see "Information for Intermediaries" below).

Shareholders will receive the access data for using the password-protected InvestorPortal as described above in the Section "Access to the password-protected InvestorPortal and electronic access to the meeting".

## **6. Procedure for voting through an authorized representative**

### **a) Procedure for voting by the proxies appointed by the Company**

Shareholders also have the option to have their voting rights exercised at the General Meeting by the proxies appointed by the Company to the extent described

below. Shareholders who wish to grant power of attorney to the proxies appointed by the Company must be entered in the share register in accordance with the above provisions and must register in good time for the General Meeting. The proxies appointed by the Company are available only for exercising voting rights and, if authorized, exercise voting rights exclusively in accordance with instructions. The proxies appointed by the Company are not authorized to exercise voting rights without instructions from the shareholder. The proxies appointed by the Company do not accept instructions to make speeches and requests for information, to submit motions and election proposals, to request the inclusion of questions in the minutes or to lodge objections to resolutions of the General Meeting. A form for granting power of attorney and issuing instructions to the proxies appointed by the Company will be sent together with the invitation documents for the General Meeting. This form is also available for download on the Company's website at <https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>. Powers of attorney and instructions to the proxies appointed by the Company must be transmitted to the Company in text form.

Notwithstanding timely registration, the issuance of powers of attorney and instructions for proxies appointed by the Company is also permitted via the password-protected InvestorPortal at:

<https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>

also possible on the day of the general meeting (February 13, 2026) until the time specified by the Chairman of the meeting during the voting (whereby this time will be announced and specified by the Chairman of the meeting in the video and audio transmission). Shareholders will receive the access data for using the password-protected InvestorPortal as described above in the Section "Access to the password-protected InvestorPortal and electronic access to the meeting".

Proxies and instructions to the proxies appointed by the Company that are not issued via the InvestorPortal must be sent to the Company by mail or email no later than Thursday, February 12, 2026, 24:00 hours (CET) (receipt), without prejudice to timely registration, as follows:

BRANICKS Group AG  
c/o Computershare Operations Center  
80249 Munich

e-mail: [anmeldestelle@computershare.de](mailto:anmeldestelle@computershare.de)

The amendment or revocation of powers of attorney and instructions already issued is possible up to the aforementioned dates by the same means.

The granting, revocation, and amendment of powers of attorney and instructions to the proxies appointed by the Company may also be submitted to the Company until Thursday, February 12, 2026, at 24:00 hours (CET) (receipt) in accordance with Section 67c AktG (see "Information for intermediaries" below).

#### **b) Procedure for voting by other proxies**

Shareholders who are registered in the share register and do not wish to exercise their voting rights themselves by absentee vote or by issuing power of attorney and instructions to the proxies appointed by the Company at the General Meeting may also exercise their voting rights at the General Meeting through an authorized representative, e.g., an intermediary (who, for example, may be a bank), an association of shareholders, a proxy adviser or any other person of their choice. In these cases, too, registration in the share register and timely registration for the General Meeting in accordance with the above provisions are required. The authorized representative cannot physically attend the General Meeting (unlike the proxies appointed by the Company). To the extent permitted by law, the authorized representative in turn may exercise the voting right only by absentee vote or by (sub-) authorizing and instructing the proxies appointed by the Company. In this respect, the above notes apply accordingly.

Intermediaries (such as credit institutions), associations of shareholders, proxy advisers or commercial persons offering to exercise shareholders' voting rights may only exercise voting rights in respect of shares which do not belong to them but of which they are registered as holders in the share register within the limits set by the Articles of Association on the basis of an authorization.

The granting of proxy, its revocation, and proof of proxy authorization vis-à-vis the Company must be made in writing in accordance with Section 134 (3) sentence 3 AktG. The text form requirement does not apply to the authorization of an association of shareholders, a credit institution, or other intermediaries covered by Section 135 AktG or any other person or institution treated as equivalent to these under Section 135 AktG, nor to the revocation or proof of such authorization; special provisions apply in these cases. The shareholders are in such a case invited to coordinate with the person or institution to be authorized in good time on the basis of an authorization form which may be required as well as on the procedure for granting a power of attorney.

A form for granting power of attorney will be sent to the shareholders together with the invitation documents for the General Meeting. This form is also available for download on the Company's website at <https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>. Authorization is also possible directly via our password-protected InvestorPortal at:

<https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>.

The declaration that the power of attorney was granted may be addressed to the authorized representative or to the Company. Proof of a power of attorney granted to the authorized representative may be provided to the Company by mail or by electronic means by e-mail to the following address:

BRANICKS Group AG  
c/o Computershare Operations Center  
80249 Munich  
e-mail: [anmeldestelle@computershare.de](mailto:anmeldestelle@computershare.de)

The above transmission channels and the password-protected InvestorPortal are also available if the proxy is to be granted by declaration to the Company; in this case, separate proof of the granting of the proxy is not required. The revocation of a power of attorney already granted may be declared directly to the Company by the aforementioned means of transmission or via the InvestorPortal (cf. further information below). We kindly ask our shareholders to submit powers of attorney, proof of authorization and the revocation of powers of attorney, insofar as these are sent by post or e-mail, by

**Thursday, February 12, 2026, 24:00 hours (CET) (receipt),**

The declaration of the granting and revocation of proxy to the Company and proof of proxy granted to the proxy holder may also be submitted to the Company until Thursday, February 12, 2026, 24:00 hours (CET) (receipt), also in accordance with Section 67c AktG via intermediaries (see "Information for Intermediaries" below).

If a shareholder appoints more than one person, the Company may reject one or more of them. This does not affect the option of appointing a separate proxy for the General Meeting for each share of the Company that a shareholder holds in different securities accounts.



## **7. Further information on the exercise of voting rights via absentee vote and proxy and instructions to the proxies appointed by the Company**

After timely registration, shareholders have access to our InvestorPortal until February 12, 2026, 24:00 hours (CET) (receipt), in addition to the aforementioned methods by post and e-mail. After timely registration, shareholders may use our InvestorPortal to cast their votes by postal vote, revoke and/or amend them until the time of the close of voting and to issue powers of attorney and instructions to the proxies nominated by the Company, revoke and/or amend them until the time specified by the Chairman of the meeting during voting (whereby these times will be announced and specified in the video and audio transmission by the Chairman of the meeting).

If an individual vote is taken on a TOP without this having been announced in advance of the virtual General Meeting, the vote or instruction on this TOP as a whole shall also be deemed to be a corresponding vote or instruction for each item of the individual vote.

If postal votes or declarations on the granting of authorization and instructions to the proxies are received by the Company for the same shareholding in due time by several of the permissible means of transmission, and if it is not clear which was submitted last, they will be considered in the following order of priority, regardless of the time of receipt: 1. via the InvestorPortal, 2. declarations transmitted using the SWIFT address, 3. by e-mail, 4. in paper form. If both postal votes and proxies and instructions to the proxies of the Company are received by the Company for the same shareholding by the same means of transmission in due time, postal votes shall have priority over the issuance of proxies and instructions to the proxies of the Company. The last revocation of a declaration received in due time will be decisive.

Please refer to the information below under "Shareholders' rights" and the information at:

<https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>

## **8. Shareholders' rights**

### **a) Motions to supplement the agenda pursuant to Section 122 (2) AktG**

Shareholders whose shares together amount to one-twentieth of the share capital or the proportional amount of EUR 500,000.00 may, in accordance with Section 122 (2) AktG, request that items be added to the agenda and announced. Each

new item must be accompanied by a statement of reasons or a draft resolution. The request must be submitted to the Management Board in writing or in electronic form in accordance with Section 126a BGB and must be received by the Company at least 30 days before the General Meeting (not including the day of the General Meeting and the day of receipt), i.e. by no later than

**Tuesday, January 13, 2026, 24:00 hours (CET) (receipt),**

. We kindly ask you to address such requests to the following address:

Vorstand der BRANICKS Group AG  
z.Hd. Investor Relations/ Frau Jasmin Dentz  
Neue Mainzer Straße 32-36  
D-60311 Frankfurt am Main

or in electronic form in accordance with Section 126a BGB, i.e. by email, adding the name of the shareholder and a qualified electronic signature, to:

ir@branicks.com

Any additions to the agenda that need to be announced shall be announced without undue delay in the same manner as the convocation, unless they have already been announced with the convocation.

**b) Counter-motions and election proposals by shareholders pursuant to Sections 118a (1) sentence 2 no. 3, 126 (1) and (4), and 127 AktG**

Shareholders may submit counterproposals to the Company against a proposal by the Management Board and/or Supervisory Board on a specific item on the agenda in accordance with Section 126 (1) AktG and proposals for the election of Supervisory Board members and/or auditors provided for in the agenda in accordance with Section 127 AktG. Such counterproposals and nominations are to be addressed exclusively to the following address:

BRANICKS Group AG  
Investor Relations  
Ms. Jasmin Dentz  
Neue Mainzer Straße 32-36  
D-60311 Frankfurt am Main  
e-mail: ir@branicks.com

In accordance with Section 126 (1) AktG, the Company will make counter-motions available, including the name of the shareholder, any reasons given, and any comments by the management, on the Company's website at <https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/> if it receives the counter-motions with any reasons at least 14 days before the General Meeting (not including the day of the General Meeting and the day of receipt), i.e. by no later than

**Thursday, January 29, 2026, 24:00 hours (CET) (receipt)**

Applications sent to other addresses will not be considered. The Company may refrain from publishing a counter-motion under the conditions specified in Section 126 (2) AktG, for example because the counter-motion would lead to a resolution of the General Meeting that would be contrary to the law or the Articles of Association. The statement of reasons for a counter-proposal need not be made available if it exceeds a total of more than 5,000 characters. The above sentences apply by analogy pursuant to Section 127 AktG to proposals by shareholders regarding the election of Supervisory Board members and/or auditors as provided for in the agenda. The publication of shareholder nominations may be omitted, except in the cases specified in Section 126 (2) AktG, if the nomination does not include the name, occupation, and place of residence of the proposed candidate. Proposals for the election of members of the Supervisory Board do not have to be published even if the proposal does not contain information on their membership in other statutory Supervisory Boards.

Counter-motions and election proposals from shareholders that must be made available in accordance with Section 126 or Section 127 AktG shall be deemed to have been submitted at the time of disclosure in accordance with Section 126 (4) AktG. Voting rights may be exercised at these meetings after timely registration by the means described above. If the shareholder who has submitted the motion is not entered in the share register as a shareholder of the Company and has not duly registered for the General Meeting, the motion does not have to be dealt with at the General Meeting.

Counter-motions and election proposals, as well as other motions, may also be submitted during the General Meeting by means of video communication, i.e., within the scope of exercising the right to speak (see Section II. 8. d)).

With regard to the right of shareholders to submit nominations pursuant to Section 127 AktG, it should be noted that, subject to any subsequent additions, the agenda does not provide for the election of Supervisory Board members and/or auditors.

**c) Right to submit comments pursuant to Sections 118a (1) sentence 2 no. 6, 130a (1) to (4) AktG**

Shareholders who have duly registered for the General Meeting, or their proxies, have the right to submit a comments on the items on the Agenda no later than five days before the meeting, not including the day of receipt and the day of the General Meeting, i.e. until

**Saturday, February 7, 2026, 24:00 hours (CET) (receipt)**

by way of electronic communication. The submission has to be made in text form exclusively by e-mail to

stellungnahme@branicks.com

. Comments must not exceed 10,000 characters (including spaces). The Company will publish the comments no later than four days before the meeting, i.e. by Sunday, February 8, 2026, 24:00 hours (CET), stating the name of the shareholder submitting them, via the password-protected InvestorPortal for duly registered shareholders and their proxies at

<https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>

By submitting the statement, the shareholder or their authorized representative agrees to the statement being made available by stating their name. Comments will not be made available if they exceed 10,000 characters (including spaces), contain offensive, criminally relevant, obviously false, or misleading content, or if the shareholder indicates that they will not be attending the virtual General Meeting and will not be represented by proxy (Section 130a (3) sentence 4 in conjunction with Section 126 (2) sentence 1 no. 1, no. 3 or no. 6 AktG).

The opportunity to submit comments does not constitute an opportunity to submit questions in advance pursuant to Section 131 (1a) AktG. Any questions contained in statements will therefore not be answered at the virtual annual meeting unless they are asked by way of video communication in the General Meeting. Motions, election proposals and objections to resolutions of the General Meeting contained in statements will also not be considered. These must be submitted, made, or

declared exclusively by the means specified separately in this Notice of the Invitation Convening the General Meeting.

**d) Right to speak pursuant to Sections 118a (1) sentence 2 no. 7, 130a (5) and (6) AktG**

Shareholders or their proxies who are connected electronically to the General Meeting have a right to speak at the meeting, which is exercised by means of video communication. From the start of the General Meeting, shareholders or their proxies can register to speak in the password-protected InvestorPortal.

Motions and nominations pursuant to Section 118a (1) sentence 2 no. 3 AktG and all types of requests for information pursuant to Section 131 AktG may be included in the speech.

Pursuant to Section 13 (3) of the Company's Articles of Association, the Chairman of the meeting may impose reasonable time limits on the shareholder's right to ask questions and speak. In particular, the Chairman is entitled, at the beginning or during the general meeting, to set an appropriate time frame for the entire course of the general meeting, for the discussion of the individual items on the agenda and for the individual questions and speeches.

To exercise their right to speak, shareholders or their proxies require an Internet-capable terminal (PC, laptop, tablet or smartphone) equipped with a camera and microphone that can be accessed from the browser, as well as a stable Internet connection. The Company reserves the right to check the functionality of the video communication between the shareholder or authorized representative and the Company during the meeting and before the speech and to reject the speech if the functionality is not ensured.

**e) Right to information pursuant to Sections 118a (1) sentence 2 no. 4, 131 (1), 293g (3) AktG**

Pursuant to Section 131 (1) AktG, each shareholder is entitled to request information from the Management Board at the General Meeting regarding matters relating to the Company, provided that such information is necessary for the proper assessment of an item on the agenda and there is no right to refuse to provide such information. The duty of the Management Board to provide information also extends to the legal and business relationships of the Company with its affiliated companies. According to Section 293g (3) AktG, if the General Meeting decides to approve a corporate agreement, each shareholder must, upon request, be provided with information at the General Meeting about all matters of

the other Party to the Agreement that are material to the conclusion of the Agreement. It is intended that the Chairman of the meeting will stipulate that the right to information can only be exercised at the general meeting by means of video communication, i.e. in the context of exercising the right to speak (cf. Section II. 8. d)). No other submission of questions by means of electronic or other communication is planned either before or during the General Meeting.

**f) Declaration of objections to resolutions of the General Meeting, Section 118a (1) sentence 2 no. 8, Section 245 AktG**

Shareholders and their representatives who have duly registered for the General Meeting and are electronically connected have the right to object to resolutions of the General Meeting by means of electronic communication. Such an objection can be lodged from the beginning to the end of the General Meeting via the password-protected InvestorPortal at:

<https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>

The notary has authorized the Company to receive objections via the password-protected InvestorPortal and receives the objections via the password-protected InvestorPortal. For online access, please refer to the information above in the Section "Access to the password-protected InvestorPortal and electronic access to the meeting".

**9. Further explanations and information on the Company's website**

The information required under Section 124a AktG for the General Meeting is available to shareholders on the Company's website at <https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/> and will also be available there during the General Meeting. Further explanations regarding shareholder rights pursuant to Section 122 (2), Section 126 (1) and (4), Section 127, Section 130a, Section 131 (1) AktG, Section 118a (1) sentence 2 no. 8 in conjunction with Section 245 AktG can also be found at <https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>.

**10. Notes for intermediaries**

Registration for the General Meeting, the granting of proxy and instructions to proxies appointed by the Company and the authorization of third parties, as well as voting by postal ballot, may also be transmitted to the Company via intermediaries in ISO 20022 format (e.g. via SWIFT, CMDHDEMMXXX) in

accordance with Section 67c AktG. In these cases, authorization via the SWIFT Relationship Management Application (RMA) is required for transmission via SWIFT.

### **Total number of shares and voting rights at the time of the invitation convening the General Meeting**

At the time the General Meeting is convened, the Company's share capital amounts to 83,565,510.00 euro and is divided into 83,565,510 ordinary shares (no-par value shares), each of which confers one voting right. The total number of shares and voting rights at the time the General Meeting is convened is therefore 83,565,510. The Company does not hold any treasury shares at the time of convening the General Meeting.

Frankfurt am Main, January 2026

BRANICKS Group AG  
The Management Board

### **Information for shareholders of BRANICKS Group AG on data protection**

BRANICKS Group AG, Neue Mainzer Straße 32-36, 60311 Frankfurt / Main, phone: (0 69) 9 45 48 58-0, e-mail: [info@branicks.com](mailto:info@branicks.com) processes your personal data as the controller in connection with the General Meeting. The data protection officer of BRANICKS Group AG is Dr. Christian Borchers, datenschutz süd GmbH, subject: "BRANICKS Group AG", Wörthstraße 15, 97082 Würzburg, phone: + 49 931 30 49 76-0, e-mail: [office@datenschutz-sued.de](mailto:office@datenschutz-sued.de).

BRANICKS Group AG processes your personal data in connection with the virtual General Meeting for the purposes of preparing and holding the virtual General Meeting, enabling shareholders and shareholder representatives to exercise their rights and fulfilling other obligations under stock corporation law. The legal basis for this is the relevant provision of the Stock Corporation Act, in particular Section 67e AktG and 118 et seqq. AktG in conjunction with point (c) of Article 6 (1) GDPR.

Further information on the processing of your personal data in connection with the virtual General Meeting, as well as your rights (to information, correction, restriction of processing, objection, deletion, transfer of your data, and complaint to a competent supervisory authority) can be found at <https://branicks.com/en/ir/shareholders-meeting/extraordinary-shareholders-meeting-2026/>. We will also be happy to send

them to you by mail. If you have any other questions, you can contact the data protection officer at any time using the contact details provided above.