BRANICKS Group AG

1. Report of the Management Board on Agenda Item 1 – Resolution on the approval of a restructuring plan concerning significant parts of the assets of BRANICKS Group AG, consisting primarily of the contribution or transfer of direct and indirect equity interests in several companies through contribution or transfer agreements yet to be concluded, for the purpose of contributing them to or transfer to a LuxCo 1 or (in part by way of a further contribution or transfer) to a LuxCo 2a or LuxCo 2b[1]

a) Background

aa) Branicks Group AG

Branicks Group AG (hereinafter also referred to as the ***"Company"***) is a stock corporation under German law with its registered office at Neue Mainzer Str. 32–36, 60311 Frankfurt am Main, and is registered in the commercial register of the Frankfurt am Main Local Court under HRB 57679.

The Company is a publicly traded real estate group that focuses on office and logistics properties in Germany. Its statutory purpose includes the construction, project development, acquisition, management, and sale of real estate, as well as its rental and leasing. To this end, the Company is authorized to conduct all business and take all actions that are related to the Company's purpose or that are suitable for furthering that purpose, either directly or indirectly. The Company is authorized to establish or acquire companies of the same or different types, to hold an interest in them, and to assume management responsibilities in other companies that entail personal liability. It may establish branches and operating facilities both domestically and abroad. The Company may consolidate businesses under a single management structure or limit itself to managing its equity investments. For the most part, noncurrent assets consist of direct and indirect equity interests in other companies.

bb) Economic Development

Since 2022, transaction volume in both the office and logistics sectors has declined significantly—despite a brief recovery—due to rising interest rates and falling real estate values —(by 84 percent in the office sector and 18 percent in the logistics sector from 2019 to 2025). In addition, the office market is undergoing structural change as a result of the COVID-19 pandemic. At the start of the second half of 2024,

[1] Convenience translation; the German text is legally binding.

a slight upturn occurred as a result of gradually improving interest rates and a resurgence in real estate lending, enabling the Company to complete 17 sales with relatively modest discounts between March 2024 and December 2025, despite the continuing challenging market environment.

Overall, the financing and refinancing conditions for the liabilities of the Branicks Group's real estate holding companies remain tight. Nevertheless, since 2024, the Company has successfully closed seven financing transactions with a total volume of EUR 208 million, each representing approximately 90 percent of the outstanding amount.

Overall, the Group's net income trended downward from 2023 to 2025. This is primarily attributable to write-downs resulting from the sale of assets, compounded by lower transaction-related fees in the Institutional Business and high interest expense. Net income (adjusted for the sale of assets) was positive in 2024 and 2025, and operating performance remained stable between 2023 and 2025.

In 2025, the Company reported a decline in gross rental income to EUR 137.9 million and a net loss of EUR 237.2 million, which is primarily attributable to the impairment charge at the Group level related to the sale of the property in Kösching in the third quarter of 2025. Furthermore, a decline in fees was recorded in the Institutional Business segment in 2025. As of 31 December 2025, the Company reported interest-bearing liabilities at the consolidated level totaling EUR 1.8 billion, consisting primarily of EUR 400 million from bonds, EUR 164.5 million from promissory note loans, EUR 15 million from registered bonds, and approximately EUR 1.2 billion from bank liabilities and other debt financing of the real estate holding companies.

In an ad hoc announcement dated 28 April 2026, the Company announced that the publication of the annual and consolidated financial statements for fiscal year 2025 would be postponed until the ongoing negotiations regarding the refinancing of the Financial Liabilities due in 2026 are concluded. The Management Board expects that the annual and consolidated financial statements for fiscal year 2025, including the auditor’s report, will be published upon completion of the Restructuring Plan described above.

b) Corporate Structure of the Branicks Group

aa) Control and Profit Transfer Agreement between the Company and DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien

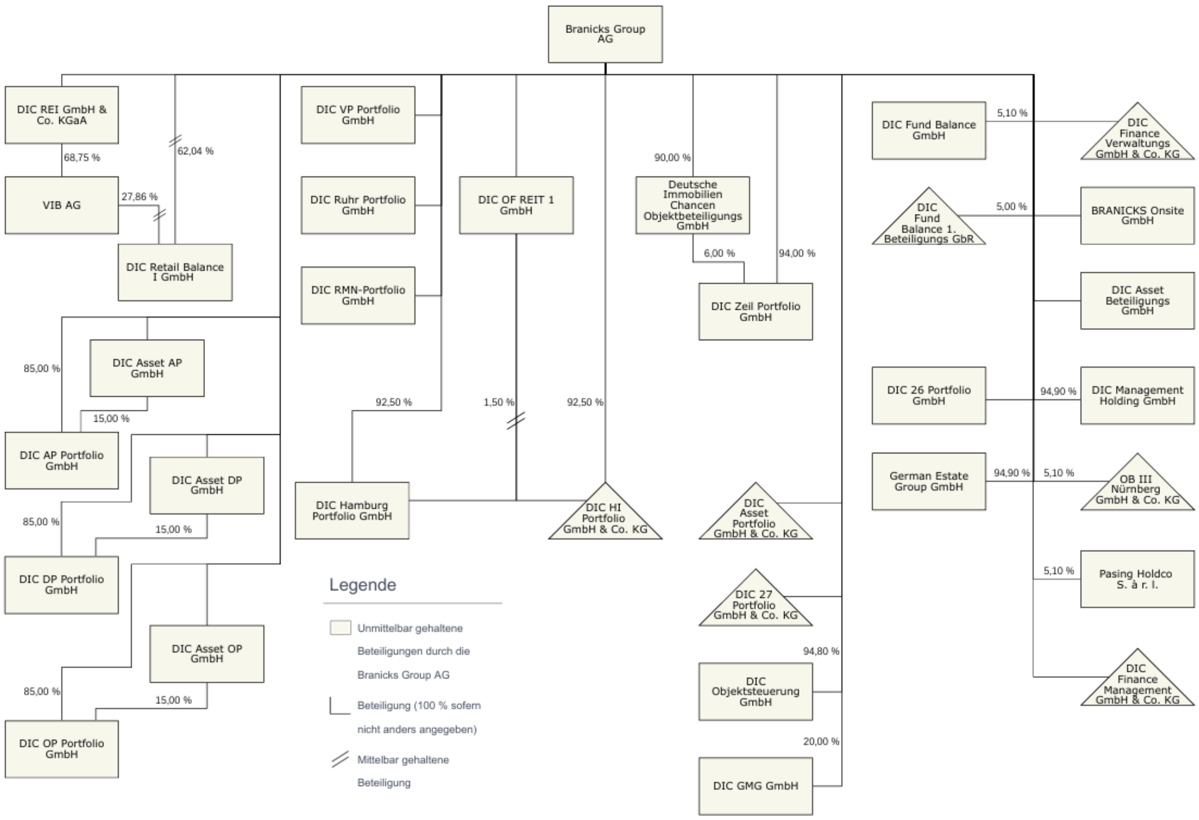
The Company holds all limited partnership shares in DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien (***DIC REI***). On 05 January 2026, the Company, as the controlling entity, and DIC REI, as the controlled entity, entered into a control and profit transfer agreement, which was approved by the Company’s Extraordinary General Meetings on 13 February 2026 and DIC REI’s on 17 February 2026, respectively (***DIC BGAV***). The DIC BGAV took effect upon DIC REI's entry in the commercial register on 13 April 2026.

bb) Control and Profit Transfer Agreement between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG

DIC REI holds approximately 68.75 percent of the common stock of VIB Vermögen AG (***VIB***). Also on 05 January 2026, DIC REI, as the controlling company, entered into a control and profit transfer agreement with VIB, as the controlled company; this agreement was approved by the Extraordinary General Meetings of VIB Vermögen AG and DIC REI on 12 February and 17 February 2026, respectively (***VIB BGAV***). A VIB shareholder has filed a lawsuit to set aside the resolution of approval passed by the VIB shareholders’ meeting. However, in the subsequent approval proceedings, the competent court determined that the filing of the lawsuit did not preclude the registration of VIB BGAV in VIB’s commercial register. The VIB BGAV took effect upon its entry in the VIB’s commercial register on 27 August 2026.

cc) Overview of the Group Structure

The group is currently structured as follows:



dd) Shareholders of LuxCo 1, LuxCo 2a, and LuxCo 2b

To implement the Restructuring Plan, three new corporations—to be established under Luxembourg law and domiciled in Luxembourg—in the legal form of a limited liability company under Luxembourg law (*société à responsabilité limitée*, “S.à.r.l.”) (***LuxCo 1***, ***LuxCo 2a***, and ***LuxCo 2b***) as (indirect) subsidiaries of the Company, positioned between the Branicks and the companies to be contributed by the Branicks or their (indirect) subsidiaries. Upon implementation of the Restructuring Plan, the Branicks will first acquire, directly or indirectly, all shares in LuxCo 1. LuxCo 1 will hold all shares in LuxCo 2b and 92.5 percent of the shares in LuxCo 2a. The remaining 7.5 percent of the shares in LuxCo 2a will be held by DIC Opportunistic GmbH. Through DIC OF REIT 1 GmbH, Branicks Group AG holds a 20 percent economic interest in DIC Opportunistic GmbH.

c) Restructuring Plan

(aa) Restructuring Plan

The Company has reached an agreement with its major financial creditors, namely (i) a group of bondholders holding its unsecured bond with a current outstanding principal amount of EUR 400 million, maturing on 22 September 2026 (the ***Bond***), and (ii) a group of creditors of its promissory note loans and registered bonds with a current total outstanding principal amount of EUR 179.5 million and maturities ranging from 2026 to 2031 (the ***SSD/NSV*** and, together with the Bond, the ***Financial Liabilities***), regarding the extension and restructuring of the Financial Liabilities on revised terms (the ***Transaction***).

In two binding agreements dated 30 July 2026 (the ***Lock-up Agreements***), certain bondholders and the creditors of SSD/NSV have agreed, under certain conditions, to provide the Company with short-term Bridge Financing in the amount of EUR 35 million at the Branicks level and short-term Bridge Financing in the amount of EUR 60 million at the VIB level (collectively, the ***Bridge Financing***) and to secure the full provision of such financing through a so-called backstop mechanism. As of 27 August 2026, these major creditors, who are parties to the Lock-up Agreements, collectively hold 60.35 percent of the total outstanding face value of the bond and 100 percent of the total outstanding face value of the SSD/NSV.

The Lock-up Agreements include the key parameters of the Transaction and the underlying Restructuring Plan, which was prepared by the Company in consultation with its major creditors and summarized in a binding document (the ***Term Sheet***). The Term Sheet is also an integral part of the Lock-up Agreements.

In the Term Sheet, the Company has promised creditors a comprehensive collateral package to secure the extended Financial Liabilities and facilitate enforcement in the event of liquidation, which also includes the establishment of a so-called “two-tier” LuxCo structure with a pledge of shares, as explained below.

To establish the two-tier LuxCo structure, three corporations organized under Luxembourg law and domiciled in Luxembourg in the legal form of “S.à r.l.” as (indirect) subsidiaries of the Company, namely LuxCo 1, LuxCo 2a, and LuxCo 2b.

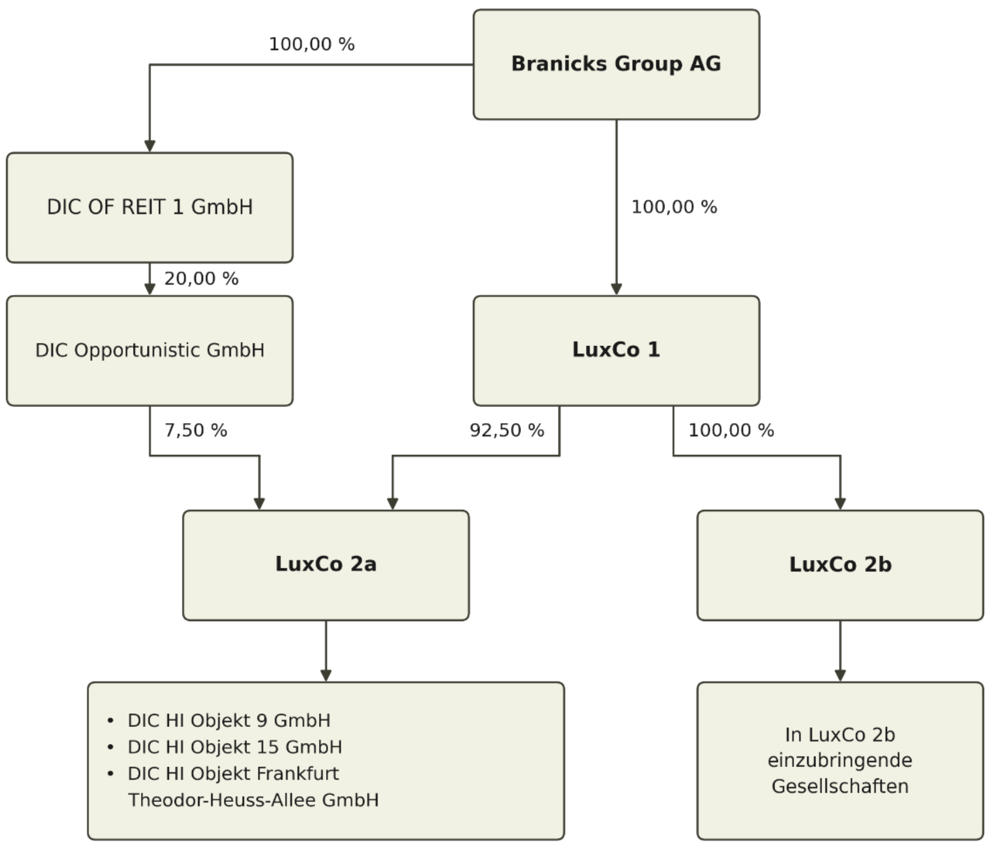
To establish the two-tier LuxCo structure, shares in certain companies in which the Company holds a direct interest—and which are specifically identified in contribution agreements yet to be concluded— first contributed in whole or in part to LuxCo 1 in exchange for new shares, and then transferred from LuxCo 1 to LuxCo 2b by means of a chain contribution.

In addition, DIC 27 Portfolio GmbH & Co. KG (***DIC 27 KG***), in which the Company holds a 100 percent equity interest, (88 percent), as well as the Company (1.4 percent) are transferring their respective equity interests in Gewerbepark Langenfeld West 3 GmbH & Co. KG to LuxCo 1 in exchange for new shares, and LuxCo 1, in turn, is transferring these equity interests to LuxCo 2b in exchange for new shares.

In addition, the Company's indirect equity interests in DIC Objekt Berlin Taubenstraße GmbH and DIC Objekt Eschborn Frankfurter Straße GmbH will be transferred (in part) to LuxCo 2b without the issuance of new shares.

Finally, the Company's indirect equity interests in DIC HI Objekt 9 GmbH, DIC HI Objekt 15 GmbH, and DIC HI Objekt Frankfurt Theodor-Heuss-Allee GmbH will be transferred (in part) without the issuance of new shares.

Ultimately, as a result of the transfers, all shares in the relevant companies of the Branicks Group are to be held either by LuxCo 2a or LuxCo 2b. This results in the following target structure:



The Management Board is to be authorized by the resolution proposed under agenda item 1 of the General Meeting to implement the restructuring provided for in the Lock-up Agreements. Therefore, the scope of the restructuring outlined in this Management Board report represents the maximum scope of the equity interests to be transferred as part of the restructuring. Based on further legal and tax reviews, it is possible that, as part of the restructuring to establish the two-tier LuxCo structure, some of the aforementioned equity interests will in fact be transferred to a lesser extent. The proposed resolution and this Management Board report follow the model of an “up to” authorization for carryovers in this respect. If required by law or for tax purposes, transfers may therefore be made on a smaller scale, or the transfer of individual companies into the LuxCo structure may be omitted. From the perspective of the Branicks and their shareholders, this would mean that the status quo regarding the corporate structure would remain unchanged with respect to any “remaining” shares.

bb) Reasons for the Restructuring

This restructuring is driven by implications under enforcement law. The two-tier LuxCo structure is a proven structuring and security instrument that allows creditors to exercise their security rights in the event of a default under the respective financing agreements (known as an “event of default”) in accordance with Luxembourg enforcement law.

International lenders are often very familiar with Luxembourg's enforcement law. By international standards, it is considered simple, fast, and cost-effective, and offers a high level of transaction security. In other EU legal systems, particularly in Germany, enforcement proceedings can, by contrast, be comparatively cumbersome, protracted, and costly. In practice, therefore, it is not uncommon for international lenders to insist on the application of Luxembourg enforcement law.

Specifically, the implementation of the two-tier LuxCo structure allows LuxCo 1 to be treated by creditors as a single entity subject to enforcement (known as a “single point of enforcement”), thereby enabling control over the underlying group to be assumed. To this end, enforcement proceedings will be initiated against the shares in LuxCo 2a and LuxCo 2b pledged by LuxCo 1, which means that any disputes regarding the enforcement proceedings fall under the jurisdiction of the Luxembourg courts.

The enforcement of security interests against LuxCo 1 is an additional benefit for creditors, since (i) such enforcement in Luxembourg is bankruptcy-remote, (ii) it is a criminal offense to interfere with enforcement proceedings in Luxembourg, and (iii) the Luxembourg courts retain jurisdiction over all disputes regarding enforcement and have, to date, issued rulings favorable to creditors.

cc) Companies to Be Contributed

In light of the real estate portfolio held by the Branicks and their real estate-owning subsidiaries, and the currently applicable provisions of German real estate transfer tax law—under which changes in the direct or indirect holdings of shareholders or shareholders may result in real estate transfer tax liabilities, the Company has engaged external advisors to analyze whether and to what extent the Company's restructuring will trigger real estate transfer tax.

Against this backdrop, the Term Sheet for the Lock-up Agreements as part of the collateral package has already taken into account the following considerations regarding the equity interests to be contributed that are held (directly and indirectly) by the Company:

- The plan is to contribute 100 percent of Branicks Group AG's shares in DIC REI to LuxCo 1, unless a more in-depth tax review reveals a significant risk related to real estate transfer tax—in which case, the transferred ownership equity interest could potentially be reduced, for example, to 89.9 percent instead of 100 percent.
- With regard to the transfer of additional equity interests in companies with German real estate holdings that are indirectly held by the Company and in which the Company's ownership interest ranges from 90 percent to 100 percent, an equity interest of at least 10.1 percent is to be retained. With regard to this equity interest—subject to a final tax review—the Company intends to agree with LuxCo 2a and LuxCo 2b, respectively, on a right of purchase (a so-called "call option") and a right of co-sale (a so-called "drag-along right"), which may be exercised in the event of the enforcement of the pledge of shares in LuxCo 2a or LuxCo 2b, or in the event of an acquisition by a third party. In addition, a restriction on transferability must be included in the articles of association of the relevant companies, stipulating that any sale of the respective share requires the consent of LuxCo 2a or LuxCo 2b, as applicable.
- With regard to the Company's direct equity interest in Retail Balance I GmbH, the intention is to transfer the shares while retaining an equity interest of at least 10.1 percent.
- Subject to final legal and tax reviews, the Company intends to transfer up to 100 percent of the shares/interests in other corporations or partnerships (including minority interests and companies that do not own real estate).

Overall, therefore, the restructuring should only be implemented if any equity interests that are likely to be subject to real estate transfer tax are excluded from the transfer, or such holdings are transferred only to a limited extent or in part, and the requirements for a tax-neutral contribution, as well as the respective tax requirements for tax-advantaged distributions into and out of Luxembourg, are complied with, implemented, and documented.

Against this background, the Company has had the proposed transfer of shares reviewed by two independent advisors to assess any potential tax implications, in particular (i) real estate transfer tax implications at the level of Branicks, LuxCo 1, LuxCo 2a, and LuxCo 2b, as well as the respective subsidiary, and (ii) the income tax implications associated with the transfers, have been reviewed by two independent advisors.

The tax analysis of the transfer options has shown that, taking the above parameters into account, the following direct investments held by the Company can be transferred in whole or in part to LuxCo 2b:

Company with a direct equity interest in Branicks Group AG	**Branicks Group AG Direct Ownership in Percent**	**Transferability (percent)**	**Remaining direct equity interest held by Branicks Group AG (in percent)**
DIC REI GmbH & Co. KGaA	100.00%	89.90%	10.10%
DIC AP Portfolio GmbH	85.00%	85.00%	0.00%
DIC DP Portfolio GmbH	85.00%	85.00%	0.00%
DIC OP Portfolio GmbH	85.00%	85.00%	0.00%
DIC VP Portfolio GmbH	100.00%	89.90%	10.10%
DIC Ruhr Portfolio GmbH	100.00%	89.90%	10.10%
DIC RMN-Portfolio GmbH	100.00%	89.90%	10.10%
DIC Hamburg Portfolio GmbH	92.50%	89.90%	2.60%
DIC Retail Balance I GmbH	60.00%	49.90%	10.10%
DIC 26 Portfolio GmbH	100.00%	89.90%	10.10%
German Estate Group GmbH	94.90%	89.90%	5.00%
BRANICKS Onsite GmbH	100.00%	100.00%	0.00%
DIC Management Holding GmbH	94.90%	94.90%	0.00%
DIC Asset Beteiligungs GmbH	100.00%	100.00%	0.00%
DIC GMG GmbH	20.00%	20.00%	0.00%

DIC Zeil Portfolio GmbH	94.00%	89.90%	4.10%
Pasing Holdco S.à r.l.	5.10%	5.10%	0.00%
Gewerbepark Langenfeld West 3 GmbH & Co. KG	5.50%	1.40%	0.00%

The tax analysis of the transfer options has also shown that, taking the above parameters into account, the Company’s indirect interests in Gewerbepark Langenfeld West 3 GmbH & Co. KG (88.0 percent), an 89.9 percent equity interest in DIC Projekt Berlin Taubenstraße GmbH, and a 100 percent equity interest in DIC Objekt Eschborn Frankfurter Straße GmbH can be transferred to LuxCo 2b.

A partial transfer is also possible with respect to 89.9 percent of the shares in DIC HI Objekt 9 GmbH, DIC HI Objekt 15 GmbH, and DIC HI Objekt Frankfurt Theodor-Heuss-Allee GmbH (collectively, ***“HI Holdings”***), which are currently held by DIC HI Portfolio GmbH & Co. KG (***“HI Portfolio KG”***). Branicks Group AG holds a direct 92.5 percent equity interest in DIC HI Portfolio GmbH & Co. KG. The remaining 7.5 percent is held by DIC Opportunistic GmbH, in which Branicks Group AG, in turn, holds an indirect equity interest of 20 percent (on a consolidated basis). The Company's total economic interest in the HI holdings thus amounts to 94 percent. This ownership structure is replicated with respect to LuxCo 2a. Thus, Branicks Group AG maintains an economic interest in LuxCo 2a totaling 94 percent through the combined holdings of LuxCo 1, on the one hand, and DIC Opportunistic GmbH, on the other. The tax analysis of the transfer options has shown that 89.9 percent of the HI holdings can be transferred directly from HI Portfolio KG to LuxCo 2a. The remaining 10.1% of HI's holdings, in turn, remain with HI Portfolio KG. As a result of this transfer, the Company continues to hold a 94 percent economic equity interest in HI-Beteiligungen.

The analysis of transfer options with regard to the Company’s direct and indirect equity interests will be taken into account by the Company and its creditors as part of the implementation of the Restructuring Plan.

dd) Technical Implementation

Against this backdrop, the two-tier LuxCo structure is to be implemented as follows:

Currently, the Company essentially serves as the holding company of the Branicks Group and holds a large number of equity interests, both directly and indirectly.

The Company intends to transfer its direct investments in certain companies (and thus also the indirect investments held through them) into the two-tier LuxCo structure. As previously explained, to this end, two new LuxCo companies are to be inserted into the ownership structure between the Company and its current direct subsidiaries. To this end, the Branicks Group intends to establish two Luxembourg companies and subsequently hold (initially) 100 percent of the equity interests in them, in the case of LuxCo 1, directly 100 percent, and in the case of LuxCo 2b, indirectly via LuxCo 1, 100 percent. In addition to the direct investments, two investments held indirectly by the Company are also to be transferred to LuxCo 2b.

In addition, it is planned that subsidiaries held by the Company—which are not themselves being transferred to LuxCo 1 and LuxCo 2b—will also transfer their equity interests into the two-tier LuxCo structure. To this end, another new LuxCo company is to be established. To this end, the Company intends to establish LuxCo 2a as an additional Luxembourg subsidiary, with the ownership interests in LuxCo 2a to be held (i) 92.5 percent by LuxCo 1 (and thus indirectly by the Company) and (ii) 7.5 percent by DIC Opportunistic GmbH. The Company, in turn, holds a 20 percent equity interest in DIC Opportunistic GmbH. Branicks Group AG's cumulative indirect total ownership interest in LuxCo 2a thus amounts to 94 percent.

The shares in LuxCo 1, as well as the shares in LuxCo 2a and LuxCo 2b held indirectly through LuxCo 1 and the shares held by LuxCo 1 itself, are pledged in favor of the creditors.

The contributions and transfers of the relevant shares are to be carried out technically as described below:

- To implement the Restructuring Plan, the Company intends to enter into agreements with LuxCo 1 regarding the contribution of the shares it holds directly in the companies to be contributed, in exchange for new shares. Subsequently, these investments will be transferred from LuxCo 1 to LuxCo 2b in exchange for new shares.
- The equity interests in Gewerbepark Langenfeld West 3 GmbH & Co. KG are to be contributed to LuxCo 1, with 88 percent coming from DIC 27 Portfolio GmbH & Co. KG and 1.4 percent from Branicks Group AG, in exchange for new shares in LuxCo 1. Subsequently, these investments will in turn be contributed by LuxCo 1 to LuxCo 2b in exchange for new shares in LuxCo 2b. Appropriate contribution agreements shall be entered into in each case.
- The transfer of Branicks Group AG’s indirect holdings—100 percent of DIC Objekt Eschborn Frankfurter Straße GmbH and 89.9 percent of DIC Projekt Berlin Taubenstraße GmbH—to LuxCo 2b is to be carried out by their respective shareholders without the issuance of new shares.

- Subject to further review, the equity interests in HI-Beteiligungen could also be transferred. If the review concludes that the HI holdings should be transferred, HI Portfolio KG would transfer 89.9 percent of each HI holding to LuxCo 2a without issuing new shares.

For the purpose of liquidation, the interests in the LuxCo structure, as well as interests in major subsidiaries of Branicks and its subsidiaries, are to be pledged.

Prior to the implementation of the two-tier LuxCo structure and the transfer of the direct Branicks subsidiaries via a contribution agreement, the Lock-up agreements stipulate, as a condition of closing, that the Company must obtain from each creditor a waiver regarding the change of control at the companies to be contributed (a so-called “change of control waiver”). If the necessary waivers cannot be obtained, pledges of shares must be established in accordance with German law through the relevant companies, and Branicks remains obligated to transfer the companies to be contributed into the dual LuxCo structure as soon as possible.

With regard to the transfer of equity interests in companies with real estate holdings in Germany that are indirectly held by the Company and in which the ownership equity interest ranges from 90 percent to 100 percent, an equity interest of at least 10.1 percent shall be retained. With regard to this share, the Company shall—subject to a final tax review—agree with the relevant LuxCo 2a or LuxCo 2b, a right of purchase (call option) as well as an obligation to sell along with the relevant party (a so-called drag-along right), which, in the event of the enforcement of the pledge of shares in LuxCo or an acquisition by a third party, may be exercised by the relevant LuxCo 2a or LuxCo 2b. In addition, it is intended to include a restriction on transferability in the articles of incorporation of the relevant companies, pursuant to which a sale of the respective share may take place only with the consent of LuxCo 2a or LuxCo 2b, as the case may be.

As part of the ongoing implementation of the Restructuring Plan, the Company intends to include a right to extraordinary termination by amending the existing DIC BGAV. The right of termination is intended to allow the parties to terminate the DIC BGAV without notice in the event of a change of control at DIC REI. The inclusion of the extraordinary right of termination serves to protect creditors in the event of the liquidation of the pledged LuxCo shares. Without an appropriate right of termination, DIC REI would remain obligated to make profit distributions to the Branicks even in the event of the realization of the collateral, which would run counter to the purpose of the realization, namely to satisfy the creditors. The corresponding amendment to the DIC BGAV will be submitted to the General Meetings of the Company and DIC REI for approval in due course.

d) Expected Effects of the Restructuring

(aa) Impact on the Balance Sheet

Following the implementation of the Restructuring Plan, the Company will hold an equity interest in LuxCo 1 instead of its equity interests in the directly held subsidiaries. This is recognized at the value of the directly held subsidiaries.

bb) Tax Implications

The Company had the tax implications of the Restructuring Plan reviewed by two independent external Consultants. The audit focused on the real estate transfer tax implications of the transfer of the companies to be contributed to LuxCo 1, LuxCo 2a, and LuxCo 2b, as well as the income tax implications. The goal is to structure the creation of the two-tier LuxCo structure in a way that is as tax-neutral as possible for the Company. Based on current plans, the Restructuring Plan described will achieve this goal.

(1) Real Estate Transfer Tax

Some of the equity interests to be transferred hold—directly or indirectly—real estate in Germany. Under German real estate transfer tax law, changes in the direct or indirect ownership structure may trigger real estate transfer tax even without a direct transfer of real property. This may be the case, in particular, if at least 90 percent of the shares are transferred to new shareholders within ten years (Sections 1(2a) and (2b) of the Real Estate Transfer Tax Act (GrEStG)) or if individual acquisitions or transfers result in a consolidation of shares or an economic interest of at least 90 percent (Sections 1(3) and (3a) GrEStG)).

Against this backdrop, the Company commissioned external Consultants to analyze whether and to what extent the transfer of the real estate-holding subsidiaries into the two-tier LuxCo structure would trigger real estate transfer tax. The Restructuring Plan developed based on this analysis is designed to be implemented in a way that is neutral for real estate transfer tax purposes. To this end, certain equity interests should not be transferred in full, but only to the extent that the equity thresholds relevant for real estate transfer tax are not reached.

On this basis, an initial cluster of investments was formed consisting of investments that are not to be contributed due to likely negative consequences under real estate transfer tax law. For this reason, these equity interests are not listed in the proposed resolution for Agenda Item 1.

A second cluster consists of investments, some of which are to be transferred. These are the following companies:

- DIC AP Portfolio GmbH, DIC DP Portfolio GmbH, DIC OP Portfolio GmbH, DIC RMN-Portfolio GmbH, DIC Hamburg Portfolio GmbH, DIC Ruhr Portfolio GmbH, DIC VP Portfolio GmbH, DIC 26 Portfolio GmbH, and DIC Zeil Portfolio GmbH

  These companies hold indirect block shares totaling 10.1 percent with the exception of DIC Zeil Portfolio GmbH. A transfer of up to 89.9 percent, or up to 85 percent of the shares in the case of DIC AP, DIC OP, and DIC DP Portfolio GmbH, is considered to be exempt from real estate transfer tax.
- DIC Real Estate Investments GmbH & Co. KGaA

  A transfer of up to 89.9 percent of the shares is considered to be exempt from real estate transfer tax.
- DIC Retail Balance I GmbH

  The direct ownership interest is 60 percent. It appears that a transfer of up to 49.9 percent of the shares can be carried out without incurring real estate transfer tax.
- German Estate Group GmbH

  It holds indirect blocking interests of 5.10 percent each in HCC Dortmund Holding KG and GEG Sapporo bogen Holding KG. In the event of a complete transfer, there is a risk that, at the indirect level involving the other shareholders of the real estate-holding companies, indirect changes in the shareholder structure—whether past or future—could trigger a transfer subject to real estate transfer tax. A transfer of up to 89.90 percent of the shares is considered to be exempt from real estate transfer tax.

BRANICKS Onsite GmbH, DIC Asset Beteiligungs GmbH, DIC Management Holding GmbH, DIC GMG GmbH, and Pasing Holdco S.à r.l. do not own any real estate and do not act as blocking shareholders. The transfer of the equity interests in these companies can therefore be carried out without triggering real estate transfer tax. With the exception of BRANICKS Onsite GmbH, these subsidiaries have virtually no economic substance.

A full transfer of indirect holdings into the structure is not exempt from real estate transfer tax. The following applies specifically to a transfer:

- Gewerbepark Langenfeld West 3 GmbH & Co. KG.

  According to current estimates, the transfer of DIC 27 Portfolio GmbH & Co. KG’s 88 percent equity interest to LuxCo 2b, as well as the transfer of 1.40 percent of the Company’s equity interest to LuxCo 2b, will not trigger real estate transfer tax, since existing shareholders with an equity interest of at least 10.10 percent will remain.

- DIC Objekt Eschborn Frankfurter Straße GmbH.

  The transfer does not trigger real estate transfer tax, as the Company has already sold its real estate assets.
- DIC HI Holdings (DIC HI Objekt 9 GmbH, DIC HI Objekt 15 GmbH, DIC HI Objekt Frankfurt Theodor-Heuss-Allee GmbH)

  Indirect equity interests of between 90 percent and less than 95 percent (in this case, 94 percent) that already existed as of June 30, 2021, are subject to a special transitional regime under Section 23, paras. 21 and 22 of the Real Estate Transfer Tax Act (GrEStG). A transfer of 89.9 percent to LuxCo 2b will satisfy the requirements of Section 1(3a) of the Real Estate Transfer Tax Act (GrEStG), as previously in force. Therefore, the only transfer to LuxCo 2a that is possible is one in which the Branicks' indirect 94 percent ownership interest in the HI holdings remains economically unchanged after the transfer.
- DIC Projekt Berlin Taubenstraße GmbH

- A transfer of up to 89.90 percent to LuxCo 2b can be made without incurring real estate transfer tax.

(2) Income Tax Implications

The transfer of the equity interests to be contributed, in which the Company holds a direct interest, as well as the transfer of DIC KG's equity interest in Gewerbepark Langenfeld West 3 GmbH & Co. KG to LuxCo 1 shall—subject to final legal and tax reviews —take place by way of a share exchange, i.e., in exchange for new shares in LuxCo 1. For shares in corporations, this is governed by Section 21 of the German Corporate Tax Act (UmwStG); for partnership interests, by Section 20 UmwStG. The contributed equity interests may then, upon request, be carried at book value or an intermediate value, but not exceeding fair market value. In particular, the application of Section 21 UmwStG is subject to the following conditions: LuxCo 1 must hold a majority of the voting rights in the transferred company immediately following the transfer; German tax jurisdiction over the shares received must not be excluded or restricted; and the necessary applications must be filed by the deadline.

If shares are transferred without the issuance of new shares, the conditions for a share exchange are not met, and it must be assumed that hidden reserves have been realized. A capital gain attributable to shares in a corporation would, in principle, be taxable at only 5 percent; a corresponding capital loss cannot be utilized at the corporate level. A gain on the contribution of a partnership interest is not eligible for the exemption under Section 8b of the German Corporate Income Tax Act (KStG) and would be subject to corporate income tax and trade tax in full.

A preferential share exchange under Section 21 UmwStG is possible only for equity interests in corporations exceeding 50 percent. The existing DIC BGAV does not preclude LuxCo 1 from obtaining the required majority of voting rights.

To the extent that Branicks transfers direct equity interests of less than 50 percent (DIC GMG GmbH, DIC Retail Balance I GmbH, Pasing HoldCo S.à r.l.), current assessments indicate that, in the absence of hidden reserves, this can also be done without any income tax implications, regardless of Section 21 UmwStG.

The book value or interim value method is linked to the seven-year catch-up taxation rules set forth in Section 22 UmwStG. The lock-up period should not apply to shares in corporations, but it must be observed for limited partnership (KG) interests; the broader structure, as well as planned exit and refinancing steps, should not trigger the lock-up periods.

The income tax consolidation with DIC REI is to continue despite the intervening LuxCos. Since the Company continues to hold all shares and voting rights in the LuxCo companies that facilitate the investment in DIC REI, the financial consolidation should continue. This is generally recognized by the courts and the tax authorities (the so-called “banana group”).

There are loss carryforwards associated with the direct equity investments of the Company and of Gewerbepark Langenfeld West 3 GmbH & Co. KG in corporations. According to current estimates, these will not be lost with regard to the investments in corporations due to the contributions to LuxCo 1 and LuxCo 2b, as the Company holds 100 percent of the shares in these companies and therefore the group provision of Section 8c(1), fourth sentence, no. 2 KStG applies. In the event of a transfer of Gewerbepark Langenfeld West 3 GmbH & Co. KG, Section 10a of the Trade Tax Act (GewStG; business identity) must also be taken into account, and a final assessment must be carried out with regard to the (pro rata) forfeiture of trade tax loss carry-forwards.

In the case of a direct transfer of the HI holdings to LuxCo 2a, the transfer of an 89.9 percent interest may trigger a detrimental acquisition of an interest within the meaning of Section 8c KStG and thus result in the loss carryforwards for the companies being forfeited, provided that the respective companies have no hidden reserves or the loss carryforward cannot be offset by a request under Section 8d KStG. The transfer of an 89.9 percent equity interest in HI-Beteiligungen is therefore subject to further review.

(3) Tax Consequences of Subsequent Transfers in Luxembourg

Based on the current assessment in Luxembourg, the transfer from LuxCo 1 to LuxCo 2b in exchange for shares in corporations also does not give rise to a taxable gain.

cc) Other Effects on the Company

Directly held investments will be held indirectly in the future. Shareholder rights are exercised directly in LuxCo 1 and, indirectly through it, in LuxCo 2a and LuxCo 2b, as well as in the other subsidiaries. Given that the Company holds 100 percent of the shares in LuxCo 1 and LuxCo 2b, and 92.5 percent of the shares in LuxCo 2a, control over these investments is ensured. Any cash flows (including distributions from the investments) would in the future be channeled through the intermediary companies LuxCo 1, LuxCo 2a, and LuxCo 2b.

dd) Impact on Shareholders

If the planned restructuring measures are successfully implemented, they will result in what is known as a “mediatization effect” for the Company’s shareholders. For example, the Company’s General Meeting loses its influence over the exercise of voting rights in the subsidiaries, which are transferred to LuxCo 1. The exercise of voting rights will then no longer be decided by the Company’s Management Board—which is controlled by the General Meeting—but rather by the management of LuxCo 1, which is controlled by the Company’s Management Board, and subsequently by the management of LuxCo 1 (majority) the management of LuxCo 2a or LuxCo 2b, respectively.

Decisions regarding the appropriation of profits and other measures concerning the transferred equity interests are made not by the Company's annual meeting, but by the management of LuxCo 2a or LuxCo 2b, as applicable.

Contributions to LuxCo 1 in exchange for shares are generally – subject to the approval of the Company’s General Meeting to be obtained under Agenda Item 1 and any reservations of approval in favor of the Supervisory Board within the meaning of Section 111(4), second sentence, AktG – the Company’s Management Board, which, as the Company’s representative at the shareholders’ meeting of LuxCo 1, may resolve to carry out the capital increase.

e) Approval by the Supervisory Board

By resolution dated 29 July 2026, the Company's Supervisory Board approved the Transaction as well as the Lock-up Agreements, including the Term Sheet and the establishment of a two-tier LuxCo structure as provided therein. In accordance with the measures set forth in the Lock-up Agreement, the Supervisory Board approved the proposed resolutions under agenda items 1 through 4 on 29 August 2026.

(f) Involvement of the General Meeting in the sale of the equity interest

According to the case law of the Federal Court of Justice, in certain exceptional cases, the general meeting of shareholders must approve (although this is not required by law) significant transactions of a stock corporation.

In the so-called Holzmüller decision, the Federal Court of Justice (BGHZ 83, 122, 131), held that the Management Board of a stock corporation is required to obtain the approval of the general meeting if it spins off a business unit that constitutes the most valuable part of the Company’s assets by transferring it to a subsidiary.

The Federal Court of Justice clarified the requirement for consent in its “Gelatin” decision (BGHZ 159, 30). Accordingly, an unwritten authority of the general meeting is assumed only in the case of significant structural changes whose importance to the corporation is comparable to the circumstances of the Holzmüller case. This is generally assumed when approximately 80 percent of a company's assets are affected. In some cases, the relevant threshold is considered to have been met even if only 75 percent of the Company's assets are included. However, these thresholds are only indicative; therefore, in borderline cases, a comprehensive assessment on a case-by-case basis appears to be warranted.

Whether the restructuring measures described (transfer of equity interests in various other companies of Branicks Group AG to LuxCo 1, LuxCo 2a, or LuxCo 2b) fall under the principles of the Holzmüller/Gelatine decisions is doubtful, given the case-by-case nature of the case law. With the approval of the Supervisory Board, the Management Board is submitting the aforementioned measures to the General Meeting for approval as a purely precautionary measure, given the economic significance of the equity interests and the impact of the restructuring on shareholders' membership rights. This resolution authorizes the Management Board to enter into all necessary contracts and take all necessary legal actions in connection with the Restructuring Plan. In any case, should there be significant changes in the circumstances, the Management Board may, in the Company's best interest, decide not to implement the Restructuring Plan.

g) Alternative structuring concepts

The Management Board has examined alternative structures to the “two-tier LuxCo” structure, in particular the establishment of two Luxembourg partnerships as (direct and indirect) subsidiaries of Branicks Group AG (instead of the two LuxCos provided for in the Restructuring Plan), into which the equity interests would be transferred (the alternative Restructuring Plan).

Based on a thorough legal review, conducted in consultation with German and Luxembourg legal advisors, and, in particular, in consultation with the creditors who are now parties to the Lock-up Agreements, the Restructuring Plan proposed for approval here has proven to be the preferred option, taking all material factors into account. The alternative structuring concept cannot provide enforcement-related advantages in Luxembourg that are comparable to the necessary legal certainty. After consulting with the relevant creditors, and given this lack of legal and transactional certainty, no consensus could be reached with the creditors regarding the implementation of the alternative Restructuring Plan.

h) Proposed Timeline

The Management Board currently intends to implement the Restructuring Plan, likely in the fourth quarter of 2026, which involves transferring Branicks Group AG's equity interests to LuxCo 1 (and from there to LuxCo 2a and LuxCo 2b, respectively).

i) Final Assessment by the Management Board

Against this backdrop, and after carefully assessing and weighing the pros and cons as well as the opportunities and risks, the proposed Restructuring Plan is in the best interests of the Company and its shareholders. Only in this way will it be possible to implement the Restructuring Plan set forth in the Lock-up Agreements—and thereby ensure the Company's long-term viability.

2. Report of the Management Board on Agenda Item 4 – Resolution on the approval of the consulting agreements with BLACKLAKE Management Partners GmbH and MDC Matthias Danne Consulting GmbH[2]

In the opinion of the Management Board, entering into the Engagement Letters is in the Company's best interest.

Implementing the Restructuring Plan poses operational challenges, particularly with regard to carrying out the real estate sales planned to repay the Financial Liabilities. In this regard, the Company has a significant need for operational, implementation-focused consulting. The expertise of Dr. Johannes Conradi and Dr. Matthias Danne, who have many years of experience as experts—including in operational roles—in the real estate industry, can meet the Company's significant operational consulting needs. The Company therefore has a significant business interest in the operational Advisory Services offered by Dr. Johannes Conradi and Dr. Matthias Danne. Otherwise, the Company would have to purchase Advisory Services from other consulting firms.

In this context, it is also important to note that the Advisory Services are specifically provided for in the Lock-up Agreements themselves and that the conclusion of the Engagement Letters is part of the Restructuring Plan. The Engagement Letters—including the scope of the Advisory Services and the consulting fees—are an integral part of the comprehensive package of measures; without them, the Company currently has no viable Restructuring Plan at its disposal.

In this regard, the Company believes that the structure and amount of the compensation—even taking into account the fact that, as described, it is part of the Restructuring Plan reached through negotiations—are appropriate and aligned with the Company's interests.

This primarily concerns the monthly flat-rate fee (known as a "retainer") in the amount of EUR 42.000 per month (plus a 10 percent flat-rate expense allowance and value-added tax). Remuneration is paid for the Services described in detail in the Engagement Letters. Consultants must include a summary of Services rendered with their monthly invoices so that the Company can verify, based on objective criteria, that the Services for which payment is due have in fact been rendered. Retainer agreements are standard practice in transaction and restructuring engagements—such as when engaging Consultants or investment banks—and the amount of advisory work to be performed here is equivalent to or exceeds that of such an

[2] Convenience translation; the German text is legally binding.

engagement. That said, the amount of compensation is not unreasonable when compared to other highly specialized consulting firms.

Overall, the performance-based compensation is contingent on the Company securing refinancing and, consequently, on the successful restructuring of the Company. It serves to ensure the Company's continued existence and lays the foundation for its long-term development. This applies initially to Milestones 1 and 2, which are linked to the Company’s continued existence as a going concern as of 31 December 2027, and 31 December 2028 —and thus to periods of approximately one and a half and two and a half years, respectively—as well as to Milestones 6 through 8, which relate to the repayment of the New Money and the refinancing of the so-called Senior Piece by the end of 2029 and the end of 2030, respectively. Debt reduction, refinancing, and securing the Company's future are directly in the Company's long-term interest.

These long-term milestones also determine the amount of the compensation structure (plus a 10 percent flat-rate fee and sales tax in each case): They account for EUR 625,000 and, provided the Senior Piece is successfully refinanced by the end of 2029, EUR 925,000. In contrast, the compensation attributable to milestones 3 through 5—the sale of assets—is capped at a total of no more than EUR 300,000. Long-term milestones thus account for approximately two-thirds to three-quarters of the total performance-based compensation that can be earned. Long-term incentives therefore clearly outweigh short-term ones.

Finally, milestones 3 through 5 are also aligned with the Company's interests. They record only sales to third parties that are either provided for in the restructuring or asset disposal plan or that are appropriate for repayment or refinancing. Thus, the incentive applies only to a sale that serves the purpose of restructuring. Furthermore, they are not subject to short deadlines but can be made throughout the entire term of the contract. There is no incentive to make a hasty sale below market value, because the amount of compensation is determined not by the timing of the sale, but solely by the economic consideration received. The thresholds thus provide an incentive to achieve the most valuable sale possible. Deferred, deferred payment, or purchase price components contingent on future performance trigger the performance-based compensation only upon their realization; the inclusion of intra-group asset transfers and double counting are excluded. Since the economic consideration also includes assumed liabilities, this ultimately prevents unencumbered assets from being sold first.

Furthermore, the Company's financial liability is limited in amount. All non-performance-based compensation is fixed in amount, so that the maximum amount owed upon the achievement of all milestones can be clearly determined, and the Company thus has planning certainty in this regard. Furthermore, the payment of non-performance-based compensation is subject to the condition that the Company is solvent. This ensures that the compensation is not disproportionate to the Company's current financial situation.

The Company therefore considers the conclusion of the Engagement Letters to be beneficial and the agreed-upon compensation to be appropriate and in line with market rates in terms of both structure and amount. There is no evidence to suggest that the consulting contracts result in an unreasonable expenditure of corporate assets.

Since the conclusion and implementation of the Engagement Letters constitute a condition precedent for the implementation of material restructuring measures provided for in the Lock-up Agreements, the Management Board is submitting the Engagement Letters to the General Meeting for approval and requests approval of the proposed resolution under Agenda Item 4.