

# Invitation to the Extraordinary General Meeting of ViB Vermögen AG on 12 February 2026

Virtual Extraordinary Meeting  
Thursday, 12 February 2026 | 10:00 a.m. CET

**VIB Vermögen AG<sup>1</sup>**  
**Neuburg a. d. Donau**  
**ISIN DE000A2YPDD0 / WKN A2YPDD**  
**Unique identifier for the event:**  
**cd032478a6d5f011b55096c6c2a55906**

**Invitation to the Extraordinary General Meeting<sup>2</sup>**

We hereby invite the shareholders of our company to an

**Extraordinary General Meeting**

on

**Thursday, 12 February 2026, at 10:00 a.m.,**

which will be held exclusively as a

**virtual Extraordinary General Meeting without physical presence  
of the shareholders or their proxies**

at the venue of the Extraordinary General Meeting.

The venue of the Extraordinary General Meeting within the meaning of the  
German Stock Corporation Act are the Company's business premises,  
Tilly-Park 1,  
86633 Neuburg a. d. Donau.

Please note the information on participation in the virtual Extraordinary General Meeting  
following the agenda below.

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<sup>1</sup> Hereinafter also referred to as the "**Company**".

<sup>2</sup> Convenience translation; German version is legally binding.

## SECTION A

### Agenda

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

DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien (also "**DIC REI KGaA**") as the controlling company and VIB Vermögen AG as the controlled company entered into a control and profit transfer agreement on 5 January 2026. The control and profit transfer agreement requires the approval of the general meetings of both contracting parties, the approval of the general partner of DIC REI KGaA regarding the resolution of approval of the general meeting of DIC REI KGaA, and an entry in the commercial register of the seat (Sitz) of VIB Vermögen AG in order to be effective. The main content of the control and profit transfer agreement ("**Control and Profit Transfer Agreement**" or "**Agreement**") is as follows:

1. VIB Vermögen AG subordinates its management under the control of DIC REI KGaA. Therefore, DIC REI KGaA is entitled to issue directions to the board of management of VIB Vermögen AG regarding the management. The board of management of VIB Vermögen AG is obliged to follow these directions.
2. VIB Vermögen AG undertakes to transfer its entire profit to DIC REI KGaA. Subject to the creation and release of reserves in accordance with Section 2 Subsections 2 and 3 of the Agreement, the maximum amount permitted under Section 301 of the German Stock Corporation Act (AktG), as amended from time to time, is to be transferred; in case the wording of the agreement should be in conflict with the statutory provision resulting from future amendments to Section 301 AktG, the latter shall take precedence. The obligation to transfer profits shall apply for the first time to the entire financial year of VIB Vermögen AG in progress at the time of entry of the Agreement in the commercial register at the seat of VIB Vermögen AG.
3. DIC REI KGaA is obliged to assume losses in accordance with the provisions of Section 302 AktG, as amended from time to time. The obligation to assume losses shall apply for the first time to the entire financial year of VIB Vermögen AG in progress at the time of entry of the Agreement in the commercial register at the seat of VIB Vermögen AG.
4. The Agreement shall take effect upon its entry in the commercial register at the seat of VIB Vermögen AG and shall apply retroactively from the beginning of the current financial year of VIB Vermögen AG at the time of entry of the Agreement in the commercial register at the seat of VIB Vermögen AG, except for the right to issue directions 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 seat of VIB Vermögen AG.

5. The Control and Profit Transfer Agreement contains the obligation of DIC REI KGaA to pay the minority shareholders of VIB Vermögen AG an appropriate compensation payment in an amount of EUR 0.92 gross for each full financial year and for each no-par value share.
6. Furthermore, DIC REI KGaA is obliged to purchase the shares of any minority shareholder of VIB Vermögen AG upon request in return for an appropriate compensation specified in the Control and Profit Transfer Agreement. Since DIC REI KGaA is a public partly limited partnership (Kommanditgesellschaft auf Aktien), which is majority-owned by and dependent on BRANICKS Group AG, the Control and Profit Transfer Agreement provides for the granting of shares of BRANICKS Group AG as the group parent company of the BRANICKS Group a compensation for the minority shareholders of VIB Vermögen AG according to Section 305 Subsection 2 No. 2 AktG. This compensation occurs at an exchange ratio of 4.18 shares of BRANICKS Group AG for each share of VIB Vermögen AG and is subject to any adjustments that may be made in accordance with the provisions of the Control and Profit transfer Agreement. Fractional shares will be settled in cash. The obligation to purchase the shares held by the minority shareholders of VIB Vermögen AG in return for compensation is limited in time. The period ends two months after the date on which the existence of the Control and Profit Transfer Agreement has been announced in the commercial register at the seat of VIB Vermögen AG in accordance with Section 10 of the German Commercial Code (HGB). An extension of the period pursuant to Section 305 Subsection 4 Sentence 3 AktG due to an application for determination of the compensation or settlement by the court specified in Section 2 of the German Act on Appraisal Proceedings (SpruchG) remains unaffected. In this case, the period ends two months after the date on which the decision on the most recent application was announced in the Federal Gazette (Bundesanzeiger).
7. The Control and Profit Transfer Agreement is concluded for an indefinite period. It can only be terminated with six months' notice at the end of the financial year of VIB Vermögen AG. However, an ordinary termination is first possible at the end of that fiscal year of the controlled company, according to which the minimum tax term within the meaning of Section 14 Subsection 1 Sentence 1 no. 3 German Corporate Income Tax Act (KStG), Section 2 Subsection 2 Sentence 2 German Trade Tax Act (GewStG), each as amended from time to time, is fulfilled (five calendar years according to the current legislation). Each 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 good cause in the fiscal sense for terminating the agreement, including such causes as specified in R 14.5 (6) KStR (or a corresponding successor provision).
8. Finally, the Agreement contains final provisions, in particular to the effect that the invalidity, unenforceability, or lack of enforceability of individual provisions of the agreement shall not affect the validity, effectiveness, and enforceability of the remaining provisions.

The Control and Profit Transfer Agreement is worded as follows:

***"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 Local Court of Frankfurt am Main under HRB 104329*

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

*and*

***VIB Vermögen AG***

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

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

*– hereinafter referred to as the "**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 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' (Zeitzahre); 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**

- (1) *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.

#### Appendix: 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."*

In order to grant compensation shares to the minority shareholders of VIB Vermögen AG in accordance with Section 5 of the control and profit transfer agreement, BRANICKS Group AG will convene an extraordinary general meeting, provisionally scheduled for Friday, 13 February 2026, in order to pass a resolution at its extraordinary general meeting on the cancellation of the existing authorisation to issue convertible bonds and/or bonds with warrants and the cancellation of the Conditional Capital 2022, as well as the creation of a Conditional 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 concluded between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG, and the accompanying amendment to the articles of association.

**The Board of Management and Supervisory Board submit the following resolution for adoption:**

The control and profit transfer agreement between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG dated 5 January 2026 is approved.

The Board of Management of VIB Vermögen AG is instructed to register the control and profit transfer agreement with the commercial register of VIB Vermögen AG only and not prior to the extraordinary general meeting of BRANICKS Group AG passing a resolution on the creation of a conditional capital for the purpose of granting shares to the minority shareholders of VIB Vermögen AG in accordance with Section 5 of the control and profit transfer agreement and this has been entered in the commercial register of BRANICKS Group AG.

Upon convening the Extraordinary General Meeting, the following documents are available on the Company's website at

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

- the control and profit transfer agreement between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG dated 5 January 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 financial years 2022, 2023, and 2024,

- the annual financial statements of DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien for the financial years 2022, 2023, and 2024,
- the joint management report of DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG dated 5 January 2026, prepared in accordance with Section 293a of the AktG (together with the expert opinion of PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, dated 2 January 2026, attached as Appendix 4 on the enterprise values of VIB Vermögen AG and BRANICKS Group AG and on the determination of 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), and
- the report prepared in accordance with Section 293e AktG by the court-appointed expert auditor HLB Dr. Stückmann und Partner mbB Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Elsa-Brändström-Straße 7, 33602 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 6 January 2026

The aforementioned documents will also be available during the Extraordinary General Meeting on Thursday, 12 February 2026.

## **2. Resolution on the reduction of the Supervisory Board and accompanying amendment to the Articles of Association**

Following the resignation of a member of the Supervisory Board, the Supervisory Board of the Company currently consists of three members. The current version of the Company's Articles of Association provides for a Supervisory Board consisting of four members to be elected by the General Meeting in accordance with Sections 95 Subsection 2, 96 Subsection 1, and 101 AktG in conjunction with Section 6 Subsection 1 Sentence 1 of the Articles of Association.

The Board of Management and Supervisory Board consider it appropriate to reduce the number of members of the Supervisory Board from currently four to three, as intended by law. This is in the interests of the Company in particular as it will make the work of the committees more efficient and will reduce costs.

**The Board of Management and Supervisory Board propose the following resolution:**

### **2.1 Reduction of the Supervisory Board**

The number of Supervisory Board members stipulated in the Articles of Association shall be reduced to three.

## **2.2 Amendment to the Articles of Association**

Section 6 Subsection 1 of the Company's Articles of Association shall be deleted entirely and replaced as follows:

*"(1) The Supervisory Board shall consist of three members. The members of the Supervisory Board shall be elected for a term ending at the close of the Annual General Meeting that decides on the ratification for the fourth financial year after the beginning of their term of office, unless the Annual General Meeting decides on a shorter term of office. The financial year in which their term of office begins shall not be included in this calculation."*

## **2.3 Uniform effectiveness**

The above resolutions under Sections 2.1 and 2.2 shall only take effect uniformly.



## SECTION B

### Further information and notes on the convocation

#### 1. Total number of shares and voting rights

On the day this Extraordinary General Meeting is convened, the share capital of the Company is divided into 33,054,587 no-par value registered shares, each of which grants one vote. The Company does not hold any own shares at the time of convening the Extraordinary General Meeting.

#### 2. Virtual Extraordinary General Meeting without physical presence and InvestorPortal

The Extraordinary General Meeting is held as a virtual General Meeting in accordance with Section 118a Subsection 1 Sentence 1 AktG.

In accordance with Section 9 Subsection 1 Sentence 2 of the Company's Articles of Association, the Board of Management is authorized to provide for the General Meeting to be held as a virtual General Meeting without the physical presence of shareholders or their proxies at the venue of the General Meeting. The Board of Management has made use of this authorisation for this Extraordinary General Meeting. The physical presence of shareholders and their proxies (with the exception of the proxies appointed by the Company) at the venue of the Extraordinary General Meeting is therefore excluded. The venue of the Extraordinary General Meeting within the meaning of the AktG is the Company's business premises, Tilly-Park 1, 86633 Neuburg a. d. Donau, Germany.

The Board of Management made the decision on the format of the Extraordinary General Meeting taking into account the interests of the Company and its shareholders and, in particular, the safeguarding of shareholder rights, cost considerations, the agenda of this Extraordinary General Meeting and the experience of the virtual Annual General Meetings in 2024 and 2025.

Shareholders' rights are also granted in full in the virtual format. Duly registered shareholders or their proxies have the same rights to speak, ask questions and propose motions as at the physical Extraordinary General Meeting, without incurring any travel expenses. The more efficient and simplified exercise of shareholder rights in this way corresponds to the significantly lower resources, personnel and costs expenses required by the Company in the virtual format compared to the physical format. The virtual holding of this Extraordinary General Meeting is intended to take account of the positive aspects listed above.

**With regard to the virtual format of the Extraordinary General Meeting, please pay particular attention to the following information, in particular regarding registration for the Extraordinary General Meeting, the possibility of following the Extraordinary Ge-**

**neral Meeting in video and audio, the exercise of voting rights, the right to submit statements, the right to submit motions, the right to speak, the right to seek information and the right to object.**

Shareholders entered in the share register and their proxies can attend the Extraordinary General Meeting on Thursday, 12 February 2026, starting from 10:00 a.m. via the Company's password-protected InvestorPortal at the following website

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

in video and audio. Duly registered shareholders or their proxies may exercise their voting rights exclusively via electronic postal vote, or granting authorisation to the proxies appointed by the Company, as described below.

### **3. Participation in the virtual Extraordinary General Meeting and exercise of voting rights**

#### **3.1 Access to the password-protected InvestorPortal and electronic connection to the Extraordinary General Meeting**

The Company has set up an InvestorPortal. Shareholders entered in the share register will receive the access data for the InvestorPortal with their personal invitation documents. The InvestorPortal is available at the Company's website

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

The full length of the Extraordinary General Meeting can be followed live in audio and video via the InvestorPortal. Shareholders, who are entered in the share register and have duly registered for the Extraordinary General Meeting in accordance with the following provisions, and their proxies can also register via the password-protected InvestorPortal at the Company's website

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

and thus participate in the Extraordinary General Meeting and exercise shareholder rights. However, neither the live broadcast of the Extraordinary General Meeting nor the electronic connection to the Extraordinary General Meeting enable participation in the Extraordinary General Meeting within the meaning of Section 118 Subsection 1 Sentence 2 AktG or the exercise of voting rights via electronic participation within the meaning of Section 118a Subsection 1 Sentence 2, No. 2 AktG.

Shareholders who are entered in the share register after the beginning of 22 January 2026 (Thursday), 00:00 hours, will not receive any invitation documents and therefore no access data for the InvestorPortal in accordance with legal requirements. However, they can use the following link in SECTION B Subsection 3.2 "Participation and exercise of voting rights" below to request the invitation documents with the necessary access data.

Authorized intermediaries (e.g. banks), equivalent persons or institutions pursuant to Section 135 Subsection 8 AktG (proxy advisors, shareholders' associations or persons acting in the course of business) and other proxies can also follow the entire Extraordinary General Meeting via the password-protected InvestorPortal and connect to the Extraordinary General Meeting electronically. Please note that authorized third parties require their own access data for the InvestorPortal. Shareholders can generate the access data for the authorized third party via the InvestorPortal.

### **3.2 Participation and exercise of voting rights**

In accordance with Section 9 Subsection 4 of the Company's Articles of Association, shareholders who are entered in the share register and have registered for the Extraordinary General Meeting in good time are entitled to participate in the virtual Extraordinary General Meeting (i.e. to connect to the Extraordinary General Meeting electronically) and to exercise their voting rights.

The registration must be in text form in German or English language and must be received by the Company no later than Thursday, 5 February 2026, 24:00 hours (receipt), by electronic means using the registration form published by the Company on its website at

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

of the password-protected InvestorPortal or by post or e-mail to the address given below:

VIB Vermögen AG  
c/o Computershare Operations Center  
80249 Munich  
E-mail: [anmeldestelle@computershare.de](mailto:anmeldestelle@computershare.de)

Registration in compliance with the aforementioned registration deadline, the casting of votes (including by proxy), the granting of proxies and instructions to proxies appointed by the Company, and the authorisation of third parties may also be effected in accordance with Section 67c AktG via intermediaries in accordance with SRD II in conjunction with the Implementing Regulation (EU 2018/1212) in ISO 20022 format, also using the SWIFT address CMDHDEMMXXX (instruction in accordance with ISO 20022; an authorisation via SWIFT Relationship Management Application (RMA) is required), to the company.

Shareholders will receive the access data for using the password-protected InvestorPortal as described above in SECTION B Subsection 3.1 "Access to the password-protected InvestorPortal and electronic connection to the Extraordinary General Meeting".

Via the InvestorPortal, in accordance with the following explanations under SECTION B Subsection 3.4 "Procedure for voting by electronic Postal Vote" below, voting rights can be exercised by electronic Postal Vote as well as proxies and instructions for exercising voting rights can be issued to the Company's proxies.

### **3.3 Free availability of shares and transfers in the share register**

In relation to the Company, rights and obligations arising from shares only exist for and against the person entered in the share register in accordance with Section 67 Subsection 2 Sentence 1 AktG. The status of the share register on the day of the Extraordinary General Meeting is decisive for participation in the virtual Extraordinary General Meeting and for the number of voting rights to which a duly registered shareholder or their proxy is entitled for the Extraordinary General Meeting. Please note that, for technical reasons, no transfers will be made in the share register in the period from the end of 5 February 2026 (Thursday), 24:00 hours (technical record date) until the end of the day of the Extraordinary General Meeting on 12 February 2026 (so-called transfer stop). The status of the share register on the day of the Extraordinary General Meeting therefore corresponds to the status on 5 February 2026 (Thursday), 24:00 hours.

The shares are not blocked or blocked by registering for the Extraordinary General Meeting. Shareholders can continue to freely dispose of their shares even after registration and despite the stop on the transfer of shares. However, purchasers of shares whose applications for transfer are received by the Company after 5 February 2026 (Thursday), 24:00 hours, may only exercise their right to follow the entire Extraordinary General Meeting in audio and video and voting rights from these shares, if they are authorized to do so by the shareholder still entered in the share register or have themselves authorized to exercise such rights. All purchasers of shares in the Company, who are not yet entered in the share register, are therefore requested to submit applications for transfer as soon as possible.

### **3.4 Procedure for voting by electronic Postal Vote**

Shareholders have the opportunity to exercise their votes exclusively by electronic Postal Vote within the framework described below, even without attending the Extraordinary General Meeting. In this case, too, entry in the share register and timely registration by the shareholder in accordance with the above provisions are required. Postal Votes that cannot be assigned to a proper registration are invalid.

Votes are cast exclusively by means of electronic communication. The Company offers the password-protected InvestorPortal on the Company's website at

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

which can also be used to exercise voting rights by electronic Postal Vote on the day of the Extraordinary General Meeting (12 February 2026) until the time of the close of voting (whereby this point in time will be announced and specified by the chairman of the meeting in the video and audio transmission).

Authorized intermediaries (e.g. banks), persons or institutions equivalent to these pursuant to Section 135 Subsection 8 AktG (proxy advisors, shareholders' associations or persons acting in the course of business) or other proxies may also use electronic Postal Vote.

### **3.5 Procedure for voting by the proxies appointed by the Company**

Shareholders also have the option of having their voting rights exercised at the Extraordinary General Meeting by the proxies appointed by the Company within the framework described below. Shareholders, who wish to authorize the proxies appointed by the Company, must be entered in the share register in accordance with the above provisions and register for the Extraordinary General Meeting in good time. The proxies appointed by the Company are only available for exercising voting rights and, if authorized, exercise voting rights exclusively in accordance with the instructions. Without instructions from the shareholder, the proxies appointed by the Company are not authorized to exercise voting rights. The proxies appointed by the Company do not accept instructions to speak or seek information, to submit motions, to request that questions be included in the minutes or to raise objections to resolutions of the Extraordinary General Meeting. A form for granting authorisation and issuing instructions to the proxies appointed by the Company will be sent with the registration documents for the Extraordinary General Meeting. Such a form is also available on the Company's website at

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

for download. Proxies and instructions to the proxies appointed by the Company must be submitted to the Company in text form.

Authorisations and instructions may be issued to the proxies appointed by the Company without prejudice to timely registration via the password-protected InvestorPortal on the Company's website at

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

on the day of the Extraordinary General Meeting (12 February 2026) until the time specified by the chairman of the meeting during the voting (whereby this point in time will be announced and specified by the chairman of the meeting in the video and audio transmission).

Authorisations and instructions to the proxies appointed by the Company that are not issued via the InvestorPortal must be sent to the Company by post or email by Wednesday, 11 February 2026, 18:00 hours (receipt) at the latest, notwithstanding timely registration, as follows

VIB Vermögen AG  
c/o Computershare Operations Center  
80249 Munich  
E-mail: [anmeldestelle@computershare.de](mailto:anmeldestelle@computershare.de)

### **3.6 Procedure for voting by other proxies**

Shareholders, who are entered in the share register on the day of the Extraordinary General Meeting and who do not wish to exercise their voting rights themselves by electronic postal vote or by issuing authorisation and instructions to the proxies appointed by the Company at the Extraordinary General Meeting, may also have their voting rights exercised at the Extraordinary General Meeting by a proxy, e.g. an intermediary (such as a bank), a shareholders' association, a proxy advisor or another person of their choice. In these cases, entry in the share register and timely registration for the Extraordinary General Meeting in accordance with the above provisions under SECTION B Subsection 3.2 "Participation and exercise of voting rights", are required too. The proxy (unlike the proxies appointed by the Company) cannot physically attend the Extraordinary General Meeting. For his part, the proxy may only exercise the voting right by electronic postal vote or by (sub-)authorizing and instructing the proxies appointed by the Company to the extent permitted by law. In this respect, the above information applies accordingly.

Intermediaries (such as banks), shareholders' associations, proxy advisors or persons who offer to exercise voting rights on behalf of shareholders on a commercial basis may only exercise voting rights for shares, that do not belong to them but for which they are entered in the share register as the holder within the limits set out in the Articles of Association, on the basis of an authorisation.

The granting of an authorisation, its revocation and proof of authorisation to the Company must be made in text form in accordance with Section 134 Subsection 3 Sentence 3 AktG and Section 10 Subsection 1 Sentence 1 of the Company's Articles of Association (Section 126b BGB). The text form requirement does not apply to the authorisation of a shareholders' association, a credit institution or other intermediaries covered by Section 135 AktG or another person or institution equivalent to these pursuant to Section 135 AktG, nor to the revocation



or proof of such authorisation, and special features apply. In such a case, shareholders are requested to consult with the person or institution to be authorized in good time regarding any form of authorisation they may require and the procedure for granting authorisation.

A form that can be used to grant an authorisation will be sent to shareholders with the registration documents. Such a form is also available on the Company's website at

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

Authorisation can also be granted directly via the password-protected InvestorPortal on the Company's website at

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

The declaration of the granting of the authorisation can be made to the proxy or to the Company. Proof of an authorisation granted to the proxy can be sent to the Company by post or electronically by e-mail to the address below:

VIB Vermögen 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 authorisation is to be granted by declaration to the Company; in this case, separate proof of the granting of the authorisation is not required. The revocation of an authorisation already granted can be declared directly to the Company via the aforementioned transmission channels or via the InvestorPortal (see further information below). Please note that authorisations, proof of authorisation and the revocation of authorisation, if sent by post, must be submitted to the Company by Wednesday, 11 February 2026, 18:00 hours (receipt).

If a shareholder authorises more than one person, the Company may reject one or more of them.

### 3.7 Further information on exercising voting rights and issuing instructions

If voting rights are exercised in a timely manner in several ways or authorisation and instructions are issued, these will be considered in the following order, regardless of the time of receipt:

1. electronically via the InvestorPortal,
2. by e-mail, and
3. pursuant to Section 67c Subsections 1, 2 Sentence 3 AktG in conjunction with Article 2 Subsections 1, 3, and Article 9, Subsection 4 of the Implementing Regulation ((EU) 2018/1212) and
4. by letter.

If declarations with more than one form of exercising voting rights are received in the same way, the following applies: electronic Postal Votes take precedence over the granting of authorisation and, if applicable, instructions to the Company's proxies and the latter take precedence over the granting of authorisation and instructions to an intermediary, a shareholders' association, a voting rights advisor pursuant to Section 134a AktG and a person equivalent to these pursuant to Section 135 Subsection 8 AktG.

The last revocation of a declaration received on time is decisive. If several postal votes or authorisations and instructions are received in due time by the same means of transmission, the last declaration received shall be binding. A later vote as such is not considered a revocation of an earlier vote.

### 3.8 Further information on voting

Shareholders and their proxies have the option of exercising their voting rights by electronic Postal Vote or by authorizing one of the proxies appointed by the Company as specified above. **It is not possible to exercise voting rights in the form of electronic participation.**

The vote on the respective agenda item is binding.

Shareholders can vote "yes" (in favor) or "no" (against) or abstain from voting (abstention) in all votes.

## **4. Further rights by shareholders**

### **4.1 Countermotions**

Every shareholder is entitled to submit countermotions to proposals made by the Board Management and Supervisory Board on a specific agenda item. Countermotions from shareholders can be sent exclusively to the following address of the Company prior to the Extraordinary General Meeting:

VIB Vermögen AG  
z. Hd. des Vorstands  
Tilly-Park 1  
86633 Neuburg a. d. Donau  
or by e-mail: [hauptversammlung@vib-ag.de](mailto:hauptversammlung@vib-ag.de)

Countermotions to items on the agenda and their justification need only be made available to the other shareholders if these countermotions including the justification are received at the above address at least fourteen days before the day of the Extraordinary General Meeting, i.e. by Wednesday, 28 January 2026, 24:00 hours. Motions sent to any other address will not be considered. To the extent permitted by law, countermotions to be made accessible will be published immediately on the Company's website at

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

Any statements by the management will also be published there.

Pursuant to Section 126 Subsection 4 AktG, motions to be made accessible within the meaning of Section 126 AktG are deemed to have been submitted at the time of publication. Voting rights can be exercised for these motions after timely registration in the ways 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 Extraordinary General Meeting (see above under SECTION B Subsection 3.2 "Participation and exercise of voting rights"), the motion does not have to be dealt with at the Extraordinary General Meeting. This does not affect the right of the chairman of the meeting to put the management's proposals to the vote first.

In addition, motions may also be submitted during the virtual Extraordinary General Meeting in accordance with Section 118a Subsection 1 Sentence 2 No. 3 AktG in conjunction with Section 130a Subsection 5 Sentence 3 AktG may also be submitted during the virtual Extraordinary General Meeting as part of the speech by means of video communication (see the explanations under SECTION B Subsection 4.4 "Right to speak").

## 4.2 Submission of statements

Shareholders who have duly registered for the Extraordinary General Meeting or their proxies have the right to submit statements on the items on the agenda by means of electronic communication by no later than five days before the Extraordinary General Meeting, not including the day of receipt and the day of the Extraordinary General Meeting, i.e. by Friday, 6 February 2026, 24:00 hours (receipt). The submission must be made in text form exclusively by e-mail to

[hauptversammlung@vib-ag.de](mailto:hauptversammlung@vib-ag.de)

Statements may contain a maximum of 10,000 characters (including spaces). The Company will make the statements accessible by Saturday, 7 February 2026, 24:00 hours, stating the name of the submitting shareholder via the password-protected InvestorPortal for duly registered shareholders and their proxies on the Company's website at

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

in the Section Investor Relations/ General Meeting. Statements will not be made accessible if they contain more than 10,000 characters (including spaces), are offensive, criminally relevant, obviously false or misleading or if the shareholder indicates that he will not participate in the virtual Extraordinary General Meeting and will not be represented (Section 130a Subsection 3 Sentence 4 in conjunction with Section 126 Subsection 2 Sentence 1 No. 1, No. 3, or No. 6 AktG).

The opportunity to submit statements does not constitute an opportunity to submit questions in advance in accordance with Section 131 Subsection 1a AktG. Any questions contained in statements will therefore not be answered in the virtual Extraordinary General Meeting unless they are submitted by way of video communication at the Extraordinary General Meeting. Motions and objections to resolutions of the Extraordinary General Meeting contained in statements will also not be considered. These are to be submitted or made or declared exclusively via the separate channels specified in this invitation.

## 4.3 Right to seek information

Pursuant to Section 131 Subsection 1 AktG, each shareholder must be provided with information on company matters by the Board of Management upon request at the General Meeting, provided that the information is necessary for the proper assessment of an item on the agenda and there is no right to refuse to provide information. The Board of Management's duty to provide information also extends to the Company's legal and business relationships with its affiliated companies. Furthermore, the duty to provide information also applies to the situation of the Group and the companies included in the consolidated financial statements. Pursuant to Section 293g Subsection 3 AktG, if the General Meeting shall resolve to approve an intercompany agreement, each shareholder shall,

upon request, be provided with information at the General Meeting on 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 in accordance with Section 131 Subsection 1f AktG, that the aforementioned right to seek information in accordance with Section 131 Subsection 1 AktG at the Extraordinary General Meeting will only be exercised by means of video communication, i.e. in the context of exercising the right to speak (see under the SECTION B Subsection 4.4 "Right to speak"), can be exercised.

#### **4.4 Right to speak**

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

Motions pursuant to Section 118a Subsection 1 Sentence 2 No. 3 AktG and all types of requests for information pursuant to Section 131 AktG may form part of the speech.

Pursuant to Section 9 Subsection 7 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, he is entitled to set a reasonable time limit for the entire Extraordinary General Meeting, for the discussion of individual agenda items or for individual questions and speeches at the beginning of the Extraordinary General Meeting or during the course of the meeting.

The Company reserves the right to check the functionality of the video communication between the shareholder and the Company during the Extraordinary General Meeting and before the speech and to reject it, if the functionality is not ensured. The minimum technical requirement for a live video link is an internet-enabled device with a camera and microphone as well as a stable internet connection.

#### **4.5 Possibility to lodge an objection against resolutions adopted by the General Meeting**

Shareholders or their proxies, who have duly registered and are electronically connected to the Extraordinary General Meeting, have the right to object to resolutions of the Extraordinary General Meeting by means of electronic communication. Such an objection can be submitted from the beginning to the end of the Extraordinary General Meeting via the password-protected InvestorPortal on the Company's website at

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

The notary has authorized the Company to accept 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 SECTION B Subsection 3.1 "Access to the password-protected InvestorPortal and electronic connection to the Extraordinary General Meeting".

## **5. Display of documents**

From the time the Extraordinary General Meeting is convened,

- the control and profit transfer agreement between DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG dated 5 January 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 financial years 2022, 2023, and 2024,
- the annual financial statements of DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien for the financial years 2022, 2023, and 2024,
- the joint management report of DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien and VIB Vermögen AG dated 5 January 2026, prepared in accordance with Section 293a AktG (together with the expert opinion of PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, dated 2 January 2026, attached as Appendix 4, on the enterprise values of VIB Vermögen AG and BRANICKS Group AG and on the determination of 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), and
- the report prepared in accordance with Section 293e AktG by the court-appointed expert auditor HLB Dr. Stückmann und Partner mbB Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Elsa-Brändström-Straße 7, 33602 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 6 January 2026

and further documents are available and can be downloaded on the Company's website at

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

## **6. UTC times**

All times are given in Central European Time (CET), which applies to Germany during the relevant period. In terms of Coordinated Universal Time (UTC), this corresponds to the ratio UTC = CET minus one hour.



## 7. Information on data protection

When registering for the Extraordinary General Meeting, exercising shareholder rights in relation to the virtual Extraordinary General Meeting, in particular voting rights, and granting proxies, the Company collects personal data about the registering shareholders and/or their proxies. The data is collected for the purpose of enabling shareholders to exercise their rights in relation to the virtual Extraordinary General Meeting. The Company processes the personal data as the controller in accordance with the provisions of the EU General Data Protection Regulation ("GDPR") and the German Federal Data Protection Act. The protection of your data and its legally compliant processing is a high priority for the Company. All necessary information and explanations on the processing of shareholders' personal data in connection with the virtual Extraordinary General Meeting on 12 February 2026 (the "**AGM Data Protection Policy**") are available on the Company's website at

[https://vib-ag.de/en/investorrelations/#general\\_meeting](https://vib-ag.de/en/investorrelations/#general_meeting)

We will also be happy to send them to you by post. If you have any other questions, you can contact the Data Protection Officer at any time, whose contact details are also provided in the AGM Data Protection Policy. Shareholders who authorize a proxy are requested to inform the proxy about the data protection information.

Neuburg an der Donau, January 2026

**VIB Vermögen AG**  
The Board of Management