

# Invitation to the Annual General Meeting of ViB Vermögen AG 2024

Virtual General Meeting | Wednesday, August 14, 2024 | 10.00 a.m. CEST

**VIB Vermögen AG**  
**Neuburg/Danube**  
**ISIN DE000A2YPDD0 / WKN A2YPDD**

**Invitation to the Annual General Meeting<sup>1</sup>**

We hereby invite the shareholders of our company to the

**Annual General Meeting**

on

**Wednesday, August 14, 2024, at 10:00 a.m. CEST,**

which will be held exclusively as

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

at the venue of the Annual General Meeting.

The venue of the Annual General Meeting within the meaning of the  
German Stock Corporation Act is the company's business premises,

Tilly-Park 1,  
86633 Neuburg/Danube.

Please refer to the information on participation in the virtual Annual General Meeting  
following the agenda below.

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

## SECTION A

### Agenda

- 1. Presentation of the adopted annual financial statements of VIB Vermögen AG and the approved consolidated financial statements for the 2023 financial year, the management reports for VIB Vermögen AG and the VIB Group and the report of the Supervisory Board for the 2023 financial year**

The aforementioned documents are available from the time the Annual General Meeting is convened on the company's website at

<https://www.vib-ag.de>

in the section Investor Relations/Annual General Meeting.

The Supervisory Board approved the annual financial statements and consolidated financial statements prepared by the Executive Board on April 26, 2024, in accordance with Section 172 sentence 1 of the German Stock Corporation Act (AktG). The annual financial statements are thus adopted. Adoption of the annual financial statements and approval of the consolidated financial statements by the Annual General Meeting are therefore not required. The aforementioned documents are merely to be made available to the Annual General Meeting in accordance with the statutory provisions of Section 176 para. 1 sentence 1 AktG. No resolution will therefore be passed by the Annual General Meeting on agenda item 1.

- 2. Resolution on the appropriation of distributable profit for the 2023 financial year**

The Executive Board and Supervisory Board propose that the distributable profit for the 2023 financial year of EUR 518,790,676.74 be carried forward to new account.

- 3. Resolution on the ratification of the Executive Board for the 2023 financial year**

The Executive Board and Supervisory Board propose that the actions of the members of the Executive Board for the 2023 financial year be ratified.

- 4. Resolution on the ratification of the Supervisory Board for the 2023 financial year**

The Executive Board and Supervisory Board propose that the actions of the members of the Supervisory Board for the 2023 financial year be ratified.

**5. Resolution on the election of the auditor of the financial statements and consolidated financial statements for the 2024 financial year and the auditor for any review of interim financial information in the 2024 financial year and in the 2025 financial year in the period up to the next Annual General Meeting**

Based on the recommendation of the Audit Committee, the Supervisory Board proposes that BDO AG, Wirtschaftsprüfungsgesellschaft, Munich, be appointed as auditor of the financial statements and consolidated financial statements for the 2024 financial year and as auditor for any review of interim financial information for the 2024 financial year and the 2025 financial year in the period up to the next Annual General Meeting of the company.

**6. Resolution on the election to the Supervisory Board**

Supervisory Board member Jürgen Wittmann has resigned from the Supervisory Board with effect from the end of March 31, 2024.

As the company's Supervisory Board consists of four members in accordance with Section 95 sentence 2 AktG in conjunction with Section 6 para. 1 sentence 1 of the company's current Articles of Association, a new member of the company's Supervisory Board must be elected.

In accordance with Sections 96 para. 1 and 101 para. 1 of the AktG, the Supervisory Board of the company is composed solely of shareholder representatives. The Annual General Meeting is not bound by election proposals.

The Supervisory Board therefore proposes that Mr. Stefan Mattern, Attorney at law, residing in Erftstadt, be elected as a member of the Supervisory Board of the company for the period from the end of this Annual General Meeting until the end of the Annual General Meeting that resolves on the ratification of the Supervisory Board for the 2025 financial year, in accordance with Section 6 para. 2 of the Articles of Association.

Further information on the candidate proposed for election, including information on memberships in other statutory supervisory boards and comparable supervisory bodies, can be found at the end of this agenda under SECTION B of this invitation and published on the company's website at

<https://www.vib-ag.de>

in the section Investor Relations/Annual General Meeting and will also be available there during the Annual General Meeting.

**7. Resolution on the approval of the merger agreement dated June 27, 2024, between BBI Bürgerliches Brauhaus Immobilien Aktiengesellschaft based in Ingolstadt as the transferring legal entity and VIB Vermögen AG as the acquiring legal entity**

VIB Vermögen AG (hereinafter also referred to as the "Company") directly holds 4,933,877 of the total of 5,200,000 no-par value shares issued in BBI Bürgerliches Brauhaus Immobilien Aktiengesellschaft, Ingolstadt (hereinafter referred to as "BBI"), whose shares are currently admitted to trading on the regulated market. This corresponds to a stake of around 94.88% of BBI's share capital and therefore more than nine tenths of BBI's share capital. BBI does not hold any own shares.

On June 27, 2024, the Company and BBI concluded a merger agreement (hereinafter "**Merger Agreement**") for the record of the notary Dr. Bastian Grimm with registered office in Neuburg a. d. Donau (deed no. G 1567/2024), according to which BBI is to be merged into the Company by way of a merger by absorption pursuant to Sections 2 No. 1, 60 et seq. German Reorganization Act (UmwG) (hereinafter "**Merger**"). In connection with the Merger, the other shareholders (minority shareholders) of BBI are to be excluded pursuant to Section 62 para. 5 UmwG in conjunction with Section 327a para. 1 sentence 1 AktG (squeeze-out under merger law). VIB Vermögen AG is the principal shareholder of BBI within the meaning of Section 62 para. 5 sentence 1 UmwG. It is intended that the Annual General Meeting of BBI on August 13, 2024, at the request of VIB Vermögen AG, will adopt a resolution pursuant to Section 62 para. 5 sentence 1 UmwG in conjunction with Section 327a para. 1 sentence 1 AktG on the transfer of the shares of the remaining shareholders (minority shareholders) of BBI to VIB Vermögen AG as the principal shareholder in return for an appropriate cash compensation to be paid by VIB Vermögen AG to the minority shareholders of BBI in the amount of EUR 14.96 per no-par value bearer share of BBI ("**BBI Transfer Resolution**"). VIB Vermögen AG has determined the amount of the cash compensation to be paid to the minority shareholders of BBI on the basis of an expert opinion by PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, on the enterprise value of BBI and on the determination of the appropriate cash compensation on the occasion of the planned transfer of the shares of the minority shareholders of BBI. The effectiveness of the Merger Agreement is subject to the condition precedent that the transfer resolution of BBI (with the note that this will only become effective simultaneously with the entry of the Merger in the commercial register of VIB) is entered in the commercial register of BBI. When the transfer resolution of BBI and the merger take effect, all shares of the minority shareholders of BBI will have been transferred to VIB Vermögen AG and VIB Vermögen AG will hold all shares in BBI. The transfer of BBI's assets by way of the Merger will therefore take place without consideration.

BBI will cease to exist when the Merger takes effect. The Merger Agreement was submitted to the commercial register of the Company and BBI prior to the convening of the Annual General Meeting.

The Merger Agreement essentially regulates the following:

BBI shall transfer its assets as a whole with all rights and obligations to VIB Vermögen AG by way of a merger by absorption with dissolution without liquidation and without consideration. In connection with the merger, the remaining shareholders of BBI (hereinafter "**Minority Shareholders**") are to be excluded. To this end, the General Meeting of BBI is to resolve within three months of the conclusion of the Merger Agreement on the transfer of the shares of the Minority Shareholders to VIB Vermögen AG in return for appropriate cash compensation.

The Merger and the squeeze-out of Minority Shareholders are only to take effect jointly. A condition precedent for the effectiveness of the Merger Agreement ensures that the Merger will only take place if the resolution of BBI's General Meeting on the transfer of the Minority Shareholders' shares to VIB Vermögen AG as the principal shareholder is entered in the commercial register at BBI's registered office. Conversely, the squeeze-out of the Minority Shareholders and thus the transfer of the Minority Shareholders' shares to VIB Vermögen AG as the principal shareholder pursuant to Section 62 para. 5 sentence 7 of the UmwG will only become effective at the same time as the Merger is entered in the commercial register of VIB Vermögen AG. As VIB Vermögen AG will consequently be the sole shareholder of BBI when the merger takes effect, no shares in VIB Vermögen AG will be granted to the shareholders of BBI as the transferring company and no information on the exchange ratio is required. VIB Vermögen AG will not increase its capital to implement the Merger. As the sole shareholder of BBI when the Merger takes effect, VIB Vermögen AG declares as a precautionary measure that it will waive a cash compensation offer in the Merger Agreement (Section 29 UmwG). The detailed provisions on the consideration can be found in Section 3 of the Merger Agreement.

The merger effective date is (subject to a postponement of the merger effective date as described below) January 1, 2024, at 0:00 hours. The Merger will be based on the audited balance sheet of BBI, as of December 31, 2023, as the closing balance sheet (subject to a postponement of the merger effective date as described below). The detailed provisions in this regard can be found in Section 1 of the Merger Agreement.

Individual shareholders or holders of special rights are not granted any special rights within the meaning of Section 5 para. 1 no. 7 UmwG – subject to the circumstances stated in Section 2 of the Merger Agreement – and no measures within the meaning of the aforementioned provision are planned for these persons. Subject to Sections 4.3 to 4.6 of the Merger Agreement, the members of the Executive Board, members of the Supervisory Board, managing partners, partners, auditors of a party and the merger auditor are also not granted any special benefits within the meaning of Section 5 para. 1 no. 8 UmwG. A detailed description of this can be found in Section 4 of the Merger Agreement. With regard to the consequences under individual and collective labor law within the meaning of Section 5 para. 1 No. 9 UmwG, it is noted in particular

that (i) BBI does not have any employees on the date the Merger Agreement is concluded, no works council or works agreements exist and BBI does not hold any interests in other companies on the merger effective date and (ii) no special measures are planned for the employees of VIB Vermögen AG or BBI and their representatives. In addition, it is determined that the Merger will not have any effects on the employment relationships of the employees of VIB Vermögen AG and the subordinated affiliated companies. The detailed provisions in this regard can be found in Section 5 of the Merger Agreement.

If the Merger is not entered in the commercial register of VIB Vermögen AG by the end of April 30, 2025, the audited balance sheet as of the reporting date December 31, 2024, will be used as the closing balance sheet and the merger effective date will be postponed to January 1, 2025, at 0:00 hours. In the event of a further delay beyond April 30 of the respective following year, the reporting dates shall be postponed by one year in each case in accordance with the above. The provisions on the change of the effective date can be found in Section 6 of the Merger Agreement.

The Merger Agreement also contains provisions on conditions precedent, the effective date and a reservation of withdrawal. According to clause 7 of the Merger Agreement, this only becomes effective if

- the condition precedent that the resolution of the Annual General Meeting of BBI pursuant to Section 62 para. 5 sentence 1 UmwG in conjunction with Section 327a para. 1 sentence 1 AktG on the transfer of the shares of the remaining shareholders (Minority Shareholders) from BBI to the Company as majority shareholder is registered in the commercial register at the registered office of BBI (with the note pursuant to Section 62 para. 5 sentence 7 UmwG that the transfer resolution only becomes effective simultaneously with the entry of the Merger in the register at the registered office of the Company);
- the Annual General Meeting of the Company has approved the Merger Agreement submitted for approval under this agenda item 7;
- the Merger is entered in the commercial register of the Company's registered office; and
- neither BBI nor VIB Vermögen AG have exercised their right of withdrawal by registered letter, to which they are each entitled, if the Merger has not become effective by the end of December 31, 2025, and not before the right of withdrawal has been exercised by entry in the commercial register of VIB Vermögen AG and the condition precedent pursuant to Section 7.1 of the Merger Agreement has been fulfilled.

The costs and taxes arising from the notarization and execution of the Merger Agreement shall be borne by VIB Vermögen AG. In all other respects, each contracting party shall bear its own costs, unless otherwise agreed. BBI grants VIB Vermögen AG authorization to the fullest extent permitted by law to make all declarations that are necessary or helpful to fulfill these obligations. This authorization applies beyond the

effective date of the Merger. Finally, the Merger Agreement contains further final provisions. For details, reference is also made to Section 8 of the Merger Agreement.

The full text of the Merger Agreement can be found following the agenda in SECTION C and will be available from the time the Annual General Meeting is convened at the Company's website at

<https://www.vib-ag.de>

The joint merger report, submitted as a precautionary measure, by the Executive Boards of VIB Vermögen AG and BBI contains more detailed explanations of the Merger and of the individual provisions of the Merger Agreement and is available from the date on which the Annual General Meeting is convened at the Company's website

<https://www.vib-ag.de>

Reference is also made to these explanations.

The expert auditor, Forvis Mazars GmbH & Co. KG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Düsseldorf, ("**Mazars**"), selected and appointed by the Regional Court Munich I at the joint request of VIB Vermögen AG and BBI Immobilien AG, has issued an audit report on the audit of the draft Merger Agreement between VIB Vermögen AG as the acquiring legal entity and BBI Immobilien AG as the transferring legal entity as a precautionary measure pursuant to Sections 60 and 12 of the UmwG.

The following documents will be available from the time the Annual General Meeting is convened and during the Annual General Meeting at the Company's website

<https://www.vib-ag.de>

- the Merger Agreement dated June 27, 2024;
- the annual financial statements and management reports of VIB Vermögen AG and the consolidated financial statements and group management reports for VIB Vermögen AG, in each case for the 2021, 2022 and 2023 financial years;
- the annual financial statements of BBI and the management reports for BBI, each for the 2021, 2022 and 2023 financial years;
- the joint merger report in accordance with Section 8 UmwG, submitted as a precautionary measure, of the Executive Boards of VIB Vermögen AG and BBI dated June 25, 2024;
- the audit report, submitted as a precautionary measure, pursuant to Section 60 in conjunction with Section 12 UmwG of the court-appointed joint auditor Mazars GmbH & Co. KG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Düsseldorf, dated June 26, 2024;



- the written report submitted by VIB Vermögen AG in its capacity as the main shareholder of BBI pursuant to Section 62 para. 5 sentence 8 UmwG in conjunction with Section 327c para. 2 sentence 1 AktG to the Annual General Meeting of BBI dated June 26, 2024 (Übertragungsbericht); and
- the audit report prepared in accordance with Section 62 para. 5 sentence 8 UmwG in conjunction with Section 327c para. 2 sentences 2 to 4 AktG, of the court-appointed auditor Mazars GmbH & Co KG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Düsseldorf, dated June 26, 2024, on the appropriateness of the cash compensation to be paid to the Minority Shareholders of BBI.

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

The Merger Agreement between VIB Vermögen AG with its registered office in Neuburg an der Donau as the acquiring legal entity and BBI Bürgerliches Brauhaus Immobilien Aktiengesellschaft with its registered office in Ingolstadt as the transferring legal entity dated June 27, 2024 (deed no. G 1567/2024 of the notary Dr. Bastian Grimm with registered office at Neuburg a. d. Donau) is approved.

## **SECTION B**

### **Information on the Supervisory Board candidate proposed for election (re. agenda item 6)**

**Mr. Stefan Christian Mattern, Erfstadt**

**Attorney at law**

**Nationality: German**

Mr. Mattern was born in Speyer on the Rhine in 1961.

Mr. Mattern studied law at the University of Heidelberg from 1981 to 1986. From 1987 to 1990, he completed his legal clerkship in Baden-Württemberg at the Regional Court of Karlsruhe.

Mr. Mattern began his professional career in 1990 as an Attorney at law at KMPG-DTG in Mannheim. In the first quarter of 1993, he was team leader at the Treuhandanstalt Berlin, before becoming head of department at the Federation of German Industries (BDI) from 1993 to 1997. From 1997 to 2000, he worked at Mannesmann AG in Düsseldorf and then moved to Messer Griesheim GmbH in Frankfurt for just over four years as authorized signatory/Global Head of Taxes for the Group Tax Division. From 2005 to 2007, he was an authorized signatory and Head of Taxes/Transaction Management at DIC Asset AG in Frankfurt. He then spent eleven years as Managing Director/Managing Director at DICP Capital Partners in Munich. Since April 2018, he has been an Attorney at law in his own law firm and Of Counsel at Grant Thornton Rechtsanwalts-gesellschaft mbH in Munich.

Mr. Mattern is currently not a member of any supervisory board or comparable domestic or foreign supervisory board.

The curriculum vitae of Mr Mattern is also available on the Company's website at

<https://www.vib-ag.de>

in the section Investor Relations/Annual General Meeting.

The Supervisory Board has verified that the proposed candidate is able to devote the expected amount of time required for the office.

## SECTION C

### **Merger Agreement between VIB Vermögen AG and BBI Bürgerliches Brauhaus Immobilien Aktiengesellschaft (re. agenda item 7)**

Deed No. G 1567/2024 of the notary Dr. Bastian Grimm with registered office at Neuburg a. d. Donau

**This merger agreement** is concluded on June 27, 2024,

between

**(1) VIB Vermögen AG**, with registered office in Neuburg a.d. Donau, business address: Tilly-Park 1, 86633 Neuburg a.d. Donau, as the acquiring company

**(2) BBI Bürgerliches Brauhaus Immobilien Aktiengesellschaft**, with registered office in Ingolstadt, business address: Tilly-Park 1, 86633 Neuburg a.d. Donau, as the transferring company

hereinafter also referred to individually as "**Party**" and collectively as "**Parties**".

#### **Preamble**

A. VIB Vermögen AG is a stock corporation under German law, entered in the commercial register of the Ingolstadt Local Court under HRB 101699 (hereinafter also referred to as "**VIB**" or the "**Acquiring Company**"). The share capital of VIB entered in the commercial register amounts to EUR 33,054,587.00. It is divided into 33,054,587 no-par value registered shares with a notional interest in the share capital of EUR 1.00 per share ("**VIB Shares**"). The contributions to the shares have been paid in full. The VIB Shares are currently included in trading under ISIN DE000A2YPDD0 on the OTC market of the Frankfurt Stock Exchange and on the OTC market (m:access) of the Munich Stock Exchange. VIB's financial year is the calendar year. Currently, 22,724,121 of the total of 33,054,587 VIB Shares are held by DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien, a partnership limited by shares under German law with its registered office in Frankfurt am Main and entered in the Commercial Register of the Local Court of Frankfurt am Main under HRB 104329. This corresponds to around 68.75 % of VIB's share capital. The sole limited shareholder and sole shareholder of the general partner of DIC Real Estate Investments GmbH & Co. Kommanditgesellschaft auf Aktien is BRANICKS Group AG, a stock corporation under German law registered in the Commercial Register of the Local Court of Frankfurt am Main under HRB 57679 with its registered office in Frankfurt am Main. The remaining VIB Shares, which correspond to around 31.25 % of VIB's share capital, are in free float.

- B. BBI Bürgerliches Brauhaus Immobilien Aktiengesellschaft is a listed stock corporation under German law, registered in the commercial register of the local court of Ingolstadt under HRB 44 (hereinafter also referred to as "**BBI**" or the "**Transferor Company**"). The share capital of BBI entered in the commercial register amounts to EUR 5,200,000.00. It is divided into 5,200,000 no-par value bearer shares with a notional interest in the share capital of EUR 1.00 per share ("**BBI Shares**"). The contributions to the shares have been paid in full. The BBI Shares are currently admitted to trading on the regulated market of the Munich Stock Exchange under ISIN DE0005280002. BBI Shares are also traded over the counter on the Frankfurt Stock Exchange, Düsseldorf Stock Exchange and the Berlin Stock Exchange. BBI's financial year is the calendar year.
- C. VIB currently directly holds 4,933,877 of the total of 5,200,000 BBI shares. This corresponds to around 94.88% of BBI's share capital. BBI does not hold any of its own shares when this agreement is concluded. VIB is therefore the majority shareholder of BBI within the meaning of Section 62 para. 5 sentence 1 of the UmwG. VIB and BBI intend to transfer the assets of BBI as a whole to VIB by way of a merger by absorption pursuant to Sections 2 no. 1, 60 et seq. UmwG to be transferred to VIB. In connection with the Merger, the other shareholders of BBI besides VIB ("**Minority Shareholders**") are to be excluded. For this purpose, the General Meeting of BBI shall resolve on the transfer of the shares of the Minority Shareholders to VIB in return for an appropriate cash compensation within three months of the conclusion of this Merger Agreement.
- D. The Merger and the squeeze-out of the Minority Shareholders are only to take effect jointly. A condition precedent for the effectiveness of this agreement ensures that the Merger will only take place if the resolution of the Annual General Meeting of BBI on the transfer of the shares of the Minority Shareholders to VIB as the majority shareholder is entered in the commercial register of BBI. Conversely, the squeeze-out of the Minority Shareholders and thus the transfer of the shares of the Minority Shareholders to VIB as the majority shareholder pursuant to Section 62 para. 5 sentence 7 UmwG will only take effect simultaneously with the registration of the Merger in the commercial register of VIB. As VIB will therefore be the sole shareholder of BBI, when the Merger takes effect, no shares in VIB will be granted to the shareholders of the Transferor Company. VIB will not increase its capital in order to implement the Merger.
- E. A profit and loss transfer agreement signed on May 6, 2008 exists between VIB as the controlling company and BBI as the controlled company. The fiscal unity for income tax purposes has been in place without interruption since 2008 and has therefore existed for more than five years. When the Merger of VIB and BBI takes effect, the profit and loss transfer agreement will expire due to confusion. The rights and obligations of VIB and BBI from the profit and loss transfer agreement therefore expire for the future. For the past, however, the profit and loss transfer agreement remains effective for tax purposes.

Having said this, the parties agree as follows:

## **1. Transfer of Assets, Closing Balance Sheet, Merger Effective Date**

- 1.1** BBI transfers its assets as a whole with all rights and obligations under dissolution without liquidation pursuant to Sections 2 No. 1, 60 et seq. UmwG to VIB in accordance with the provisions of this agreement (merger by absorption). Upon entry of the merger in the register at the registered office of the Acquiring Company, the liabilities of BBI shall also be transferred to VIB (Section 20 para. 1 no. 1 UmwG).
- 1.2** The Merger is approved – subject to the provisions of Section 6 of this agreement – the balance sheet of BBI as the Transferor Company as at December 31, 2023, which has been issued with an unqualified audit opinion by BDO AG Wirtschaftsprüfungsgesellschaft, Munich, will be used as the closing balance sheet (transfer date for tax purposes).
- 1.3** The takeover of the assets of BBI as the Transferor Company by VIB as the Acquiring Company shall take place – subject to the provisions of Section 6 of this agreement – in the internal relationship between the Parties with effect from the end of December 31, 2023, 24:00 hours. From the beginning of January 1, 2024, at 0:00 hours ("**Merger Effective Date**"), all actions and transactions of the Transferor Company shall be deemed to have been carried out for the account of the Acquiring Company.
- 1.4** As the Acquiring Company, VIB will continue the values of the transferred assets and liabilities recognized in the closing balance sheet of BBI in its accounting (book value continuation).

## **2. Exclusion of the Minority Shareholders of the Transferor Company**

- 2.1** In connection with the Merger of BBI into VIB, the Minority Shareholders of BBI are to be excluded pursuant to Section 62 para. 5 UmwG in conjunction with Sections 327a et seq. of the AktG. As can be seen from the deposit certificate of Raiffeisen Landesbank Oberösterreich attached to this deed as Annex 1 VIB today directly holds 4,933,877 of the total of 5,200,000 bearer shares in BBI. This corresponds to around 94.88% of BBI's share capital. BBI does not hold any of its own shares. VIB is therefore the principal shareholder of BBI within the meaning of Section 62 para. 5 sentence 1 UmwG.

**2.2** It is intended that the Annual General Meeting of BBI will adopt a resolution within three months of the conclusion of this agreement in accordance with Section 62 para. 5 sentence 1 UmwG in conjunction with Section 327a para. 1 sentence 1 AktG ("**Transfer Resolution**") AktG on the transfer of the shares of the remaining shareholders (Minority Shareholders) of BBI to VIB as the majority shareholder in return for an appropriate cash compensation to be paid by VIB, the amount of which is to be determined in the Transfer Resolution. The entry of the Transfer Resolution in the commercial register at the registered office of the Transferor Company must be accompanied by a note stating that it will only take effect simultaneously with the entry of the Merger in the register at the registered office of the Acquiring Company (Section 62 para. 5 sentence 7 UmwG).

### **3. No Consideration**

**3.1** As the Acquiring Company, VIB will hold all shares in BBI when the Merger takes effect. This will be ensured by the condition precedent for the effectiveness of this agreement pursuant to Section 7.1 of this agreement and the statutory provision in Section 62 para. 5 sentence 7 UmwG. As a result, no consideration is to be granted as part of the Merger. As the Acquiring Company, VIB may not increase its share capital to implement the Merger in accordance with Section 68 para. 1 sentence 1 no. 1 UmwG. Accordingly, pursuant to Section 5 para. 2 UmwG, all information on the exchange of shares provided for in Section 5 para. 1 nos. 2 to 5 UmwG is omitted.

**3.2** As the sole shareholder of BBI when the Merger takes effect, VIB declares as a precautionary measure that it will waive a cash compensation offer in the Merger Agreement (Section 29 UmwG).

**3.3** The transfer of assets of BBI by way of Merger therefore takes place without consideration.

### **4. Special Rights and Benefits**

**4.1** Subject to the provisions of Section 2 of this agreement, no rights within the meaning of Section 5 para. 1 no. 7 UmwG are granted to individual shareholders or holders of special rights. Nor are any measures within the meaning of the aforementioned provision intended for such persons.

**4.2** Subject to the provisions of Sections 4.3 to 4.6 of this agreement, no special benefits within the meaning of Section 5 para. 1 no. 8 UmwG will be granted to a member of the Executive Board or Supervisory Board of a legal entity involved in the Merger, to an auditor, to a Merger auditor or to any other person named in this provision.

- 4.3** When the Merger takes effect, the position of the Executive Board of BBI will end. The sole member of the Executive Board of BBI, Mr. Dirk Oehme, has not concluded an employment contract or other remuneration-relevant agreements such as bonus or pension agreements with BBI, but will work for BBI on the basis of an employment contract with VIB. Consequently, no service agreements or other agreements relevant to remuneration of active members of the Executive Board of BBI will be transferred to VIB when the Merger takes effect. The existing employment contract between Mr. Dirk Oehme and VIB remains unaffected by the Merger.
- 4.4** When the Merger takes effect, the position of the Supervisory Board of BBI and the mandates of its members will end. No severance payment will be made to the members of the Supervisory Board of BBI.
- 4.5** Notwithstanding the competence of the Supervisory Board of VIB, it is not intended to change the composition of the Executive Board of VIB as a result of the Merger taking effect.
- 4.6** Notwithstanding the competence of the general meeting of VIB, it is not intended to change the composition of the Supervisory Board of VIB as a result of the Merger taking effect.

## **5. Consequences of the Merger for the Employees and their Representatives**

- 5.1** BBI has no employees on the date of conclusion of this agreement. There is no works council and no works agreements apply. As of the date of conclusion of this agreement, BBI does not hold any interests in other companies.
- 5.2** On the date this agreement was concluded, VIB employed six employees directly and, together with its subordinate affiliated company, Merkur GmbH, a total of around 30 employees. All employees are employed at the companies' registered offices in Neuburg a.d. Donau. There is no works council and no works agreements apply.
- 5.3** No special measures within the meaning of Section 5 para. 1 no. 9 UmwG are planned for the employees of VIB or BBI and their representative bodies. The Merger has no consequences for the employees currently employed by VIB or its subordinated affiliated companies.
- 5.4** When the Merger takes effect, all rights and obligations arising from the pension and benefit commitments existing at BBI (including obligations from current benefits to pensioners and vested rights to former employees of BBI) shall be transferred to VIB as of the Merger Effective Date and shall be continued by VIB unchanged in place of BBI. Insofar as the length of service at BBI is deci-

sive for the reason and amount of benefits from pension commitments, the periods of service achieved at BBI or recognized by BBI in this respect shall be taken into account at VIB. The economic situation of VIB must be taken into account from the Merger Effective Date when adjusting current benefits promised under pension commitments in accordance with Section 16 para. 1 of the German Company Pension Act (Gesetz zur Verbesserung der betrieblichen Altersversorgung - Betriebsrentengesetz).

- 5.5** Neither BBI nor VIB, including its other subsidiaries, are subject to collective bargaining agreements.
- 5.6** There are no plans for changes to the organization at company level or other measures that could have an impact on employees.
- 5.7** Both BBI and VIB currently each have a Supervisory Board consisting of three (BBI) and four (VIB) members in accordance with the Articles of Association, all of whom are elected by the Annual General Meeting in accordance with the provisions of the AktG. When the merger takes effect, the Supervisory Board of BBI will cease to exist and the mandates of all members of the Supervisory Board of BBI will end. The Supervisory Board of VIB will continue to be formed after the Merger takes effect in accordance with Sections 96 et seq. AktG and will consist exclusively of Supervisory Board members of the shareholders.

## **6. Change of Effective Date**

If the Merger has not become effective by the end of April 30, 2025, through entry in the commercial register of VIB as the Acquiring Company, the Merger shall be approved in deviation from Section 1.2 of this agreement, the closing balance sheet of BBI as the Transferor Company as of reporting date December 31, 2024, shall be used as the closing balance sheet and the merger effective date shall be determined in deviation from Section 1.3 of this agreement to the beginning of January 1, 2025, at 0:00 hours. In the event of a further delay in the Merger taking effect beyond April 30 of the respective following year, the effective dates shall be postponed by one year in each case in accordance with the above provision.

## **7. Conditions Precedent, Coming into Effect, Reservation of Right of Withdrawal**

- 7.1** The effectiveness of this Merger Agreement is subject to the condition precedent that the resolution of the Annual General Meeting of BBI pursuant to Section 62 para. 5 sentence 1 UmwG in conjunction with Section 327a para. 1 sentence 1 AktG on the transfer of the shares of the remaining shareholders (Minority Shareholders) of BBI to VIB as the principal shareholder is entered in the commercial register of BBI (with the note pursuant to Section 62 para. 5 sentence 7 UmwG that the transfer resolution will only take effect simultaneously with the entry of the Merger in the commercial register of the registered office of VIB).



- 7.2** The Merger shall take effect upon entry in the commercial register of VIB. The approval of this agreement by the Annual General Meeting of BBI is not required for the Merger to take effect pursuant to Section 62 para. 4 sentences 1 and 2 UmwG, as the effectiveness of this agreement pursuant to Section 7.1 is subject to the condition precedent that a transfer resolution is passed by the Annual General Meeting of BBI as the Transferor Company pursuant to Section 62 para. 5 sentence 1 UmwG in conjunction with Section 327a para. 1 sentence 1 AktG and that the resolution has been entered in the commercial register of BBI with a note pursuant to Section 62 para. 5 sentence 7 UmwG.
- 7.3** Pursuant to Section 62 para. 1 in conjunction with para. 2 sentence 1 UmwG, approval of this agreement by the general meeting of VIB is generally only required if shareholders of VIB, whose shares together amount to 5% of the share capital of VIB, request the convening of a general meeting in which a resolution on the approval of the Merger is passed. However, VIB intends to submit this agreement to its Annual General Meeting scheduled for August 14, 2024, for approval without regard to such a minority request.
- 7.4** Either Party may withdraw from this agreement if the Merger is not completed by the end of December 31, 2025, and not before the right of withdrawal is exercised by entry in the commercial register of VIB and the condition precedent pursuant to Section 7.1 of this agreement has become effective. The declaration of withdrawal shall be made by registered letter. Withdrawal shall take effect immediately. Either Party may waive its right of withdrawal by an express and written declaration.

## **8. Final provisions**

- 8.1** The annexes to this Merger Agreement are an integral part of the contract.
- 8.2** At the time of conclusion of this agreement, BBI's assets include the real estate listed in Annex 2. The Parties are aware that this real estate, insofar as it is still owned by BBI at the time the Merger takes effect, will be transferred from BBI to VIB when the Merger takes effect and that the land register must be corrected in this respect. This also requires a real property transfer tax clearance certificate from the competent tax authorities after payment of the applicable a real property transfer tax. The certifying notary is instructed and authorized to apply for the land register correction of the real estate transferred to VIB as part of the Merger at the time this merger becomes effective. To this end, VIB undertakes to provide the notary with the information required for the land register correction regarding the real estate transferred to VIB as part of the Merger at the time this Merger takes effect.

- 8.3** The Procura (special form of a general authorization under German law) and authorizations to act currently in place at BBI will not be transferred to VIB as part of the Merger and will be revoked as a precautionary measure when the Merger takes effect.
- 8.4** The Parties shall make all declarations, issue all deeds and perform all other acts that may still be necessary or expedient in connection with the transfer of the assets of BBI at the time the Merger with VIB takes effect or the correction of public registers or other lists. BBI grants VIB authorization to the fullest extent permitted by law to make all declarations that are necessary or helpful to fulfill these obligations. This authorization shall continue to apply beyond the effective date of the Merger.
- 8.5** The costs and taxes arising from the notarization and execution of this agreement shall be borne by VIB. In all other respects, each Party shall bear its own costs, unless otherwise agreed. These provisions shall also apply if the Merger does not become effective due to the withdrawal of one of the Parties or for any other reason.
- 8.6** Should individual provisions of this contract be or become invalid or unenforceable, this shall not affect the validity of the contract. The Parties undertake to replace the invalid or unenforceable provision with a provision that is valid and enforceable and comes as close as possible in a legally permissible manner to what the Parties intended or would have intended economically with the invalid or unenforceable provision if they had considered the invalidity or unenforceability. The same shall apply if gaps in the contract need to be closed.
- 8.7** The Parties hereby authorize Ms. [REDACTED], Ms. [REDACTED] and Ms. [REDACTED], employees of the officiating notary – each individually – without any personal liability, to make all declarations and perform all legal acts that are necessary or expedient for the execution of the Merger Agreement and the associated transfer resolution. The authorization may be revoked at any time; it ends upon entry of the Merger in the commercial register of the companies involved. Each authorized representative is exempt from the restrictions of Section 181 Alt. 2 BGB (German Civil Code). The authorization is unlimited vis-à-vis the commercial register. The validity of the above authorization is independent of the validity of the remainder of this deed.

## **8.8** From this deed

Certified copies:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## **9. Notes**

**9.1** The notary informed those present of the further course of proceedings until the Merger became effective, the effective date and the legal consequences of the Merger. The notary also pointed out the following:

1. The lists of shareholders of companies in the legal form of a GmbH (German limited liability company) in which the Transferor Company holds a participation must be corrected.
2. To the extent that the Transferor Company owns real estate or the Transferor Company and the Acquiring Company hold shares in a company whose assets include real estate, the Merger may be subject to real estate transfer tax.
3. Rights in rem of the Transferor Company entered in Section II of the land register may expire, if the transfer is excluded.
4. Permits under public law of the Transferor Company may expire, especially if they are of a highly personal nature.
5. Foreign legal systems may not recognize the transfer by way of merger of assets of the Transferor Company that are located abroad. In order to transfer such assets, the parties involved should conclude a separate transfer agreement that complies with foreign law and also comply with all other formal requirements applicable there.

6. The notary has referred to Sections 170 et seq. BGB with regard to the authorization granted by BBI.
7. The notary did not provide tax advice. The parties involved did not instruct him to do so.

**Annex 1 Deposit certificate of Raiffeisen Landesbank Oberösterreich regarding the shares held by VIB of BBI**

**Raiffeisen Landesbank  
Oberösterreich**

VIB Vermögen AG  
Tilly-Park 1  
D-86633 Neuburg/Donau

**Our Symbol**

TFM/FM

Date

27.06.2024

Agent/extension number

████████████████████

e-mail

████████████████████

**Confirmation**

Dear Sir or Madam,

we hereby confirm that the following holdings for the securities account 61,099,966 have been deposited with our company as of June 27, 2024, in the name of VIB Vermögen AG, Tilly-Park 1, D-86633 Neuburg/Donau.

BBI Bürgerl. Brauh. Immobilien AG, no-par value bearer shares

ISIN: DE0005280002

Shares 4,933,877

Kind regards

Raiffeisenlandesbank Oberösterreich  
Aktiengesellschaft

Andreas Zak

Josef Buhl

## Annex 2 Overview of BBI's land ownership

Amtsgericht	Grundbuch	Blatt	Abt. I, Lfd. Nr.	Flur, Flurstück	Lage, Wirtschaftsart	Fläche in m <sup>2</sup>
Eggenfelden	Simbach a. Inn	6568	5	856	Simon-Breu-Straße 37, 39, 41, 43, 45, Gebäude- und Freifläche	9.273
Eggenfelden	Simbach a. Inn	6568	6	856/83	Nähe Simon-Breu-Straße, Erholungsfläche	518
Eggenfelden	Simbach a. Inn	6569	5	856/67	Simon-Breu-Straße 47, 49, 51, 53, 55, 57, 59, 61, Gebäude- und Freifläche	20.088
Ingolstadt	Ingolstadt	4006	3	4905	Kuhweide, Grünland	2.726
Ingolstadt	Ingolstadt	4006	4	4919	Kuhweide, Grünland	892
Ingolstadt	Ingolstadt	4006	4	4919/1	Kuhweide, Grünland	588
Ingolstadt	Ingolstadt	48450	3	4425	Schütterletten, Landwirtschaftsfläche	2.550
Ingolstadt	Ingolstadt	48450	4	4426/2	Schütterletten, Landwirtschaftsfläche	860
Ingolstadt	Ingolstadt	48450	5	4361	Manchinger Straße 95, Gebäude- und Freifläche	44.212
Ingolstadt	Ingolstadt	48450	9	4368/3	Schütterletten, Waldfläche, Wasserfläche	3.742
Ingolstadt	Ingolstadt	48450	11	4423	Schütterletten, Waldfläche, Landwirtschaftsfläche	5.129
Ingolstadt *	Ingolstadt	62215	1	353/2	Roseneckstraße 1, Gebäude- und Freifläche – radizierte Bierbrauereigerechtesame –	538
Ingolstadt *	Ingolstadt	62215	2	412	Dollstr. 3, Gebäude- und Freifläche	520
Ingolstadt	Ingolstadt	62215	3	6749	Baggersee (Gewässer II. Ordnung), Wasserfläche	5.720

Ingolstadt	Ingolstadt	62215	4	6750	Baggersee (Gewässer II. Ordnung), Wasserfläche	6.640
Ingolstadt *	Ingolstadt	62215	5	1038	Harderstraße 12, Gebäude- und Freifläche – nebst radizierter Brauereigerechtsame – Die reale Biergewirtsgerechtsame Die reale Bierbräugerechtsame Die radizierte Bierbrauereigerechtsame Die reale Bierbrauereigerechtsame Reale Tafernwirtsgerechtsame Reale Tafern- und Bierbrauereigerechtsame Die radizierte Gastgebe- und Weinschank- und Kochgerechtsame früher gehörig zum Gastwirtsanwesen zum Hugl 1, Rathausplatz in Ingolstadt Die reale Melbergerechtsame Die reale Bäckergerechtsame	800
Landshut	Landshut -weiß-	25623	1	949/5	Stethaimerstraße 37, 39, 41, Gebäude- und Freifläche	5.081
Pfaffenhofen a.d. Ilm	Eberstetten	489	1	255/10	Nähe Max-Weinberger-Straße, Gebäude- und Freifläche	10.975
Pfaffenhofen a.d. Ilm	Eberstetten	489	2	255/8	Nähe Max-Weinberger-Straße, Gebäude- und Freifläche	480

Pfaffen- hofen a.d. Ilm	Eberstet- ten	490	1	191/25	Nähe Max-Weinber- ger-Straße, Ge- bäude- und Freiflä- che	260
Pfaffen- hofen a.d. Ilm	Eberstet- ten	490	2	255/9	Nähe Max-Weinber- ger-Straße, Ge- bäude- und Freiflä- che	12.334

\* These properties have already been sold. However, the change of ownership has not yet been entered in the land register.

## SECTION D

### Further information and notes on the convocation

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

On the day this Annual 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 Annual General Meeting.

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

The Annual General Meeting is held as a virtual Annual General Meeting in accordance with Section 118a para. 1 sentence 1 AktG.

In accordance with Section 9 para. 1 sentence 2 of the Company's Articles of Association, the Executive Board is authorized to provide for the Annual General Meeting to be held as a virtual Annual General Meeting without the physical presence of shareholders or their proxies at the venue of the Annual General Meeting. The Executive Board has made use of this authorization for the 2024 Annual 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 Annual General Meeting is therefore excluded. The venue of the Annual General Meeting within the meaning of the AktG is the Company's business premises, Tilly-Park 1, 86633 Neuburg a. d. Donau, Germany.

The Executive Board made the decision on the format of the Annual 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 the 2024 Annual General Meeting and the experience of the 2023 virtual Annual General Meeting.

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 Annual 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 the 2024 Annual General Meeting is intended to take account of the positive aspects listed above.



**With regard to the virtual format of the Annual General Meeting, please pay particular attention to the following information, in particular regarding registration for the Annual General Meeting, the possibility of following the Annual General 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 Annual General Meeting on Wednesday, August 14, 2024, from 10:00 a.m. (CEST) via the Company's password-protected InvestorPortal at the following website

<https://www.vib-ag.de>

in the section Investor Relations/Annual General Meeting in video and audio. Shareholders or their proxies may exercise their voting rights exclusively via electronic Postal Vote, or granting authorization to the proxies appointed by the Company, as described below.

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

#### **3.1 Access to the password-protected InvestorPortal and electronic connection to the Annual 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://www.vib-ag.de>

in the section Investor Relations/Annual General Meeting. The full length of the Annual 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 Annual 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://www.vib-ag.de>

in the section Investor Relations/Annual General Meeting and thus participate in the Annual General Meeting and exercise shareholder rights. However, neither the live broadcast of the Annual General Meeting nor the electronic connection to the Annual General Meeting enable participation in the Annual General Meeting within the meaning of Section 118 para. 1 sentence 2 AktG or the exercise of voting rights via electronic participation within the meaning of Section 118a para. 1 sentence 2 no. 2 AktG.

Shareholders who are entered in the share register after the beginning of July 24, 2024 (Wednesday), 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 D 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 para. 8 AktG (proxy advisors, shareholders' associations or persons acting in the course of business) and other proxies can also follow the entire Annual General Meeting via the password-protected InvestorPortal and connect to the Annual 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 para. 4 of the Company's Articles of Association, shareholders who are entered in the share register and have registered for the Annual General Meeting in good time are entitled to participate in the virtual Annual General Meeting (i.e. to connect to the Annual General Meeting electronically) and to exercise their voting rights.

The registration must be in text form in German or English and must be received by the Company no later than Wednesday, July 24, 2024, 24:00 hours (receipt), by electronic means using the registration form published by the Company on its website at

<https://www.vib-ag.de>

in the section Investor Relations/Annual 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)

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

Via the InvestorPortal, in accordance with the following explanations under SECTION D 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 para. 2 sentence 1 AktG. The status of the share register on the day of the Annual General Meeting is decisive for participation in the virtual Annual General Meeting and for the number of voting rights to which a duly registered shareholder or their proxy is entitled for the Annual General Meeting. Please note that, for technical reasons, no transfers will be made in the share register in the period from the end of August 7, 2024 (Wednesday), 24:00 hours (technical record date) until the end of the day of the Annual General Meeting on August 14, 2024 (so-called transfer stop). The status of the share register on the day of the Annual General Meeting therefore corresponds to the status on August 7, 2024 (Wednesday), 24:00 hours.

The shares are not blocked or blocked by registering for the Annual 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 7 August, 2024 (Wednesday), may only exercise their right to follow the entire Annual 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 cast their votes exclusively by electronic Postal Vote within the framework described below, even without attending the Annual 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://www.vib-ag.de>

in the section Investor Relations/Annual General Meeting, which can also be used to exercise voting rights by electronic Postal Vote on the day of the Annual General Meeting (August 14, 2024) 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 para. 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 Annual 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 Annual 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 and election proposals, to request that questions be included in the minutes or to raise objections to resolutions of the Annual General Meeting. A form for granting authorization and issuing instructions to the proxies appointed by the Company will be sent with the registration documents for the Annual General Meeting. Such a form is also available on the Company's website at

<https://www.vib-ag.de>

for download in the section Investor Relations/Annual General Meeting. Proxies and instructions to the proxies appointed by the Company must be submitted to the Company in text form.

Authorizations 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://www.vib-ag.de>

in the section Investor Relations/Annual General Meeting is also possible on the day of the Annual General Meeting (August 14, 2024) 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).

Authorizations 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 Tuesday, August 13, 2024, 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 Annual General Meeting and who do not wish to exercise their voting rights themselves by electronic Postal Vote or by issuing authorization and instructions to the proxies appointed by the Company at the Annual General Meeting, may also have their voting rights exercised at the Annual 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 Annual General Meeting in accordance with the above provisions under SECTION D 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 Annual 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 authorization.

The granting of an authorization, its revocation and proof of authorization to the Company must be made in text form in accordance with Section 134 para. 3 sentence 3 AktG and Section 10 para. 1 sentence 1 of the Company's Articles of Association (Section 126b BGB). The text form requirement does not apply to the authorization of a shareholders' association, a credit institution or other in-

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 authorization, 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 authorization they may require and the procedure for granting authorization.

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

<https://www.vib-ag.de>

in the section Investor Relations/Annual General Meeting. Authorization can also be granted directly via the password-protected InvestorPortal on the Company's website at

<https://www.vib-ag.de>

in the section Investor Relations/Annual General Meeting. The declaration of the granting of the authorization can be made to the proxy or to the Company. Proof of a authorization 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 authorization is to be granted by declaration to the Company; in this case, separate proof of the granting of the authorization is not required. The revocation of an authorization 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 authorizations, proof of authorization and the revocation of authorization, if sent by post, must be submitted to the Company by Tuesday, August 13, 2024, 18:00 hours (receipt).

If a shareholder authorizes 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 authorization 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,
3. and 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 authorization and, if applicable, instructions to the Company's proxies and the latter take precedence over the granting of authorization 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 para. 8 AktG.

The last revocation of a declaration received on time is decisive. If several Postal Votes or authorizations 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.

If an individual vote is held for an agenda item instead of a collective vote, the electronic Postal Vote or instruction submitted for this agenda item applies accordingly for each item of the individual 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.**

Under agenda item 1 no resolution proposal is submitted and therefore no vote is planned (for explanation see there). The scheduled votes on agenda items 2 to 7 are binding. Votes cast by Postal Vote or by authorization and, if applicable, instructions on agenda item 2 (Resolution on the appropriation of net profit for the 2023 financial year) remain valid even if the proposal for the appropriation of net profit is adjusted due to a change in the number of shares entitled to dividends.

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 and election proposals

Every shareholder is entitled to submit countermotions to proposals made by the Executive Board and/or Supervisory Board on a specific agenda item. Countermotions and election proposals from shareholders can be sent exclusively to the following address of the Company prior to the Annual 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 as well as election proposals need only be made available to the other shareholders if these countermotions including the justification and election proposals without justification are received at the above address at least fourteen days before the day of the Annual General Meeting, i.e. by Tuesday, July 30, 2024, 24:00 hours. Motions sent to any other address will not be considered. To the extent permitted by law, countermotions or election proposals to be made accessible will be published immediately on the Company's website at

<https://www.vib-ag.de>

in the section Investor Relations/Annual General Meeting. Any statements by the management will also be published there.

Pursuant to Section 126 para. 4 AktG, motions to be made accessible within the meaning of Section 126 AktG and election proposals within the meaning of Section 127 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 Annual General Meeting (see above under SECTION D Sub-section. 3.2 "Participation and exercise of voting rights"), the motion does not have to be dealt with at the Annual 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 and election proposals may also be submitted during the virtual Annual General Meeting in accordance with Section 118a para. 1 sentence 2 no. 3 AktG in conjunction with Section 130a para. 5 sentence 3 AktG may also be submitted during the virtual Annual General Meeting as part of the speech by means of video communication (see the explanations under SECTION D Subsection 4.4 "Right to speak").

#### **4.2 Submission of statements**

Shareholders who have duly registered for the Annual 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 Annual General Meeting, not including the day of receipt and the day of the Annual General Meeting, i.e. by Thursday, August 8, 2024, 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 Friday, August 9, 2024, 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://www.vib-ag.de>

in the section Investor Relations/Annual 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 Annual General Meeting and will not be represented (Section 130a para. 3 sentence 4 in conjunction with Section 126 para. 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 para. 1a AktG. Any questions contained in statements will therefore not be answered in the virtual Annual General Meeting unless they are submitted by way of video communication at the Annual General Meeting. Motions, election proposals and objections to resolutions of the Annual 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 informations**

Pursuant to Section 131 para. 1 of the AktG, each shareholder must be provided with information on company matters by the Executive Board upon request at the Annual 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 Executive Board'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.

It is intended, that the chairman of the meeting will stipulate in accordance with Section 131 para. 1f AktG, that the aforementioned right to seek informations in accordance with Section 131 para. 1 AktG at the Annual 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 D Subsection 4.4 "Right to speak"), can be exercised.

### **4.4 Right to speak**

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

Motions and election proposals pursuant to Section 118a para. 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 para. 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 Annual General Meeting, for the discussion of individual agenda items or for individual questions and speeches at the beginning of the Annual 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 Annual 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 Annual General Meeting, have the right to object to resolutions of the Annual General Meeting by means of electronic communication. Such an objection can be submitted from the beginning to the end of the Annual General Meeting via the password-protected InvestorPortal on the Company's website at

<https://www.vib-ag.de>

in the section Investor Relations/Annual 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 D Subsection 3.1 "Access to the password-protected InvestorPortal and electronic connection to the Annual General Meeting".

#### **5. Display of documents**

From the time the Annual General Meeting is convened, the adopted annual financial statements of the Company as at December 31, 2023, the consolidated financial statements approved by the Supervisory Board and the group management report as at December 31, 2023, as well as the report of the Supervisory Board for the 2023 financial year (each under agenda item 1) and other documents, in particular those relating to agenda item 7 are available on the Company's website at

<https://www.vib-ag.de>

and can be downloaded in the section Investor Relations/Annual General Meeting.

#### **6. UTC times**

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

#### **7. Information on data protection**

When registering for the Annual General Meeting, exercising shareholder rights in relation to the virtual Annual 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 Annual 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 Annual General Meeting on August 14, 2024 (the "**AGM Data Protection Policy**") are available on the Company's website at

<https://www.vib-ag.de>

in the section Investor Relations/Annual 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/Danube, July 2024

**VIB Vermögen AG**  
The Executive Board