

# VALUES. GROWTH. POTENTIAL.

ANNUAL GENERAL MEETING 2018

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**TLG IMMOBILIEN AG**

Berlin

ISIN DE000A12B8Z4

WKN A12B8Z

**Invitation to the 2018 General Meeting**

The shareholders of our company  
are hereby invited to the

**2018 General Meeting**

that will be held  
in the conference centre at  
Ludwig Erhard Haus,  
Fasanenstrasse 85,  
10623 Berlin

on

**Friday 25 May 2018**

at 10 a.m. (CEST).

## I. Agenda

- 1. Presentation of the adopted annual financial statements and the consolidated financial statements approved by the Supervisory Board as at 31 December 2017, the management reports for the company and the Group, including the report of the Supervisory Board for the 2017 financial year, as well as the explanatory report of the Management Board on disclosures pursuant to Sec. 289a (1) and Sec. 315a (1) of the German Commercial Code (HGB) as at 31 December 2017.**

The Supervisory Board has approved the annual financial statements drafted by the Management Board and the consolidated financial statements; the annual financial statements are therefore adopted. Therefore, a resolution by the General Meeting regarding Agenda Point 1 is not included and also not necessary. However, the listed documents must be made available to the General Meeting and must be explained by the Management Board and – in the case of the report of the Supervisory Board – by the Chairperson of the Supervisory Board. As part of their right to information, shareholders will have the opportunity to ask questions regarding the documents presented.

## 2. Resolution on the appropriation of the net retained profit of TLG IMMOBILIEN AG from the 2017 financial year

The Management Board and Supervisory Board propose to appropriate the net retained profit of EUR 85,317,932.23 reported in the adopted annual financial statements as at 31 December 2017 as follows:

Distribution to shareholders:

Payment of a dividend of EUR 0.82 per bearer share with securities identification number ISIN DE000A12B8Z4 which is entitled to dividends for the 2017 financial year; for 102,384,627 bearer shares, this equals	EUR 83,955,394.14
Profit carryforward	<u>EUR 1,362,538.09</u>
Net retained profit	EUR 85,317,932.23

The amounts specified for the dividend payment and profit carryforward were based on the no-par value shares entitled to dividends as at the publication of this invitation. If the number of no-par shares entitled to a dividend with security identification number ISIN DE000A12B8Z4 should increase before the date of the general meeting due to exit compensation demands by outside shareholders of WCM Beteiligungs- und Grundbesitz-Aktiengesellschaft under the domination agreement between TLG IMMOBILIEN AG and WCM Beteiligungs- und Grundbesitz-Aktiengesellschaft and corresponding issuances of new shares by TLG IMMOBILIEN AG from the Contingent Capital 2017/III (Sec. 7a of the Articles of Association of TLG IMMOBILIEN AG), a proposed resolution adjusted for this increase will be presented to the general meeting. The dividend of EUR 0.82 per qualifying no-par

value share will not change. If the number of no-par shares entitled to dividends and therefore the total sum of the dividend paid increases by EUR 0.82 per new issued share, the profit carryforward will decrease accordingly.

At the time of convening, the company does not hold treasury shares. If the company holds treasury shares at the time of the General Meeting, they will not be entitled to a dividend in accordance with Sec. 71b of the German Stock Corporation Act (AktG). In this case, the General Meeting will receive a suitable adjusted proposal for the distribution of profit, maintaining the payment of EUR 0.82 per no-par value share entitled to dividends.

The dividend shall be paid in full from the tax reserve account within the meaning of Sec. 27 of the German Corporate Tax Act (KStG) (deposits not paid into the nominal capital). Therefore, it shall be paid without deduction of capital gains tax and solidarity surcharge and does not result in taxable income from capital assets pursuant to Sec. 20 (1) sentence 1 no. 1 of the German Income Tax Act (EStG). A tax reimbursement or tax credit option is not linked to the dividend.

If such a resolution is adopted, the dividend is due on the third business day following the resolution adopted by the General Meeting, i.e. on 30 May 2018, in accordance with Sec. 58 (4) sentence 2 AktG.

### **3. Resolution on the approval of the acts of the members of the Management Board for the 2017 financial year**

The Management Board and the Supervisory Board propose to approve of the acts of the members of the Management Board for this financial year.

**4. Resolution on the approval of the acts of the Supervisory Board for the 2017 financial year**

The Management Board and the Supervisory Board propose to approve of the acts of the members of the Supervisory Board for this financial year.

**5. Resolution on the appointment of the auditor for the audit of the annual financial statements and consolidated financial statements and for any audit review of the condensed financial statements and the interim management report, as well as for any audit review of additional interim financial information**

Following the recommendation of its audit committee, the Supervisory Board proposes to appoint the Berlin office of Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft,

- a) as auditor and Group auditor for the 2018 financial year;
- b) in case of an audit review of the condensed financial statements and of the interim management report (Sec. 115 (5) and Sec. 117 no. 2 of the German Securities Trading Act (WpHG)) for the first half of the 2018 financial year, as auditor for such an audit review; as well as

- c) in case of an audit review of additional interim financial information (Sec. 115 (7) WpHG) for the first and/or third quarter of the 2018 financial year and/or for the first quarter of the 2019 financial year as auditor for such an audit review.

## **6. Elections for the Supervisory Board**

Pursuant to Sec. 95, 96 (1) and 101 (1) AktG and Sec. 11.1 of the Articles of Association, the Supervisory Board consists of six members that must be elected by the shareholders. The General Meeting is not bound by nominations.

Ms Elisabeth Talma Stheeman and Mr Frank D. Masuhr have resigned from the Supervisory Board with effect from 29 January 2018 and 31 January 2018 respectively. The resignations were tendered in order to take the changes to the shareholder structure of the company into account by re-electing some members of the Supervisory Board with regard to recommendation 5.4.2 of the German Corporate Governance Code.

In line with the motions filed by TLG IMMOBILIEN AG, Mr Stefan E. Kowski and Mr Sascha Hettrich were appointed to the Supervisory Board of TLG IMMOBILIEN AG by order of the local court of Charlottenburg on 21 February 2018 (ref. HRB 161314 B-A-181574/2018) and on 5 March 2018 (ref. HRB 161314 B-A-217072/2018) until the end of the next General Meeting of the company.

In this context, the Supervisory Board, following the recommendation of the nomination committee of the Supervisory Board, proposes to decide:



## **a) Election of Mr Stefan E. Kowski as a member of the Supervisory Board**

Mr Stefan E. Kowski, resident in London, partner and founding partner of Novalpina Capital, London, UK, is elected as a member of the Supervisory Board of TLG IMMOBILIEN AG for a tenure lasting until the end of the General Meeting that resolves to approve his actions for the fourth financial year following the start of his tenure, not counting the financial year in which his tenure starts.

Mr Kowski is not currently a member of other supervisory boards that are to be established pursuant to statutory provisions in the sense of Sec. 125 (1) sentence 5 clause 1 AktG. He is a member of the following similar domestic and foreign controlling bodies of enterprises in the sense of Sec. 125 (1) sentence 5 clause 2 AktG: Novalpina Capital Group S.à r.l., Novalpina Capital Partners I Luxco S.à r.l. and Odyssey Europe AS.

With regard to recommendation 5.4.1 (6) to (8) of the German Corporate Governance Code, please note that Mr Kowski was recommended for election to the Supervisory Board of the company by Professor Gerhard Schmidt and the nomination committee and Supervisory Board accepted this recommendation in light of recommendation 5.4.2 of the German Corporate Governance Code and Professor Schmidt's significant indirect interest in excess of 10% of the shares of TLG IMMOBILIEN AG granting voting rights. Most recently, Professor Schmidt notified TLG IMMOBILIEN AG in the form of a voting rights notification that, as at 22 February 2018, he held 17.35% of the shares of TLG IMMOBILIEN AG granting voting rights as well as call options and subscription rights to another 7.25% of the shares of TLG IMMOBILIEN AG under shareholder agreements. In the opinion of the Supervisory Board, there are no other personal or business relationships between Mr Kowski and the companies of the TLG IMMOBILIEN Group, the boards of TLG IMMOBILIEN AG or

a shareholder with a direct or indirect shareholding of over 10% of the shares of TLG IMMOBILIEN granting voting rights that are of relevance to the election by the General Meeting.

Mr Kowski was born in Hall in Tirol, Austria, on 16 February 1979 and studied at the University of Innsbruck in Austria from 1998 to 2002, graduating with the academic title of Mag. rer. soc. oec. in international business science and economics. Additionally, from 2004 to 2006 he obtained an MBA at the Harvard Business School in Boston, USA. He started his career in 2001 at Procter & Gamble in Cincinnati, USA. He worked at Morgan Stanley in London from 2002 to 2004 and at TPG Capital in London and Hong Kong from 2006 to 2014. He worked at Centerbridge Partners in London from 2014 to 2017. In February 2017, he became a founding partner of Novalpina Capital in London. He has been a member of the managerial and controlling bodies of the following companies: UniTrust Finance and Leasing Corporation (now Haitong UniTrust International Leasing Corporation) in China, Strauss Coffee B.V. in the Netherlands, China International Capital Corporation Ltd. in China, Senvion GmbH in Hamburg, Senvion S.A. in Luxembourg and APCOA Parking GmbH in Stuttgart.

The Supervisory Board is satisfied that Mr Kowski will be able to devote the expected amount of time required by his activities for the Supervisory Board.

With regard to recommendation 5.4.1 (5) of the German Corporate Governance Code, besides his Supervisory Board mandate, the material activities of Mr Kowski are his position as a partner of Novalpina Capital in London and his aforementioned memberships of domestic and foreign controlling bodies of enterprises.

## **b) Election of Mr Sascha Hettrich as a member of the Supervisory Board**

Mr Sascha Hettrich, resident in Berlin, CEO of the INTOWN Group and Managing Director of the operating company INTOWN Property Management GmbH, is elected as a member of the Supervisory Board of TLG IMMOBILIEN AG for a tenure lasting until the end of the General Meeting that resolves to approve his actions for the fourth financial year following the start of his tenure, not counting the financial year in which his tenure starts.

Mr Hettrich is not currently a member of other supervisory boards that are to be established pursuant to statutory provisions in the sense of Sec. 125 (1) sentence 5 clause 1 AktG or a member of similar domestic and foreign controlling bodies of enterprises in the sense of Sec. 125 (1) sentence 5 clause 2 AktG.

With regard to recommendation 5.4.1 (6) to (8) of the German Corporate Governance Code, please note that Mr Hettrich was recommended for election to the Supervisory Board of the company by Ouram Holding S.à r.l. and the nomination committee and Supervisory Board accepted this recommendation in light of recommendation 5.4.2 of the German Corporate Governance Code and Ouram Holding S.à r.l.'s significant direct interest. As indirect controlling partners of Ouram Holding S.à r.l., Mr Amir Dayan and Ms Maria Saveriadou notified TLG IMMOBILIEN AG in the form of voting rights notifications that, as at 17 January 2018, they held 4.51% of the shares of TLG IMMOBILIEN AG granting voting rights as well as instruments granting an 18.03% interest in the sense of Sec. 38 (1) no. 1 WpHG (a claim under a purchase agreement with delayed delivery on 17 April 2018). In the opinion of the Supervisory Board, there are no other personal or business relationships between Mr Hettrich and the companies of the TLG IMMOBILIEN Group, the boards of TLG IMMOBILIEN AG or a shareholder with a direct or

indirect shareholding of over 10% of the shares of TLG IMMOBILIEN granting voting rights that are of relevance to the election by the General Meeting.

Mr Hettrich was born in Saarbrücken on 3 May 1962 and studied real estate economics at the European Business School in Oestreich-Winkel (Immobilienökonom ebs). He has also received a degree in business economics (dipl.oec.) / Bachelor of Business Administration and Executive MBA from the GSBA Graduate School of Business Administration, Zurich, now the Zurich Institute of Business Education, with study placements in the USA and China. He was a member of the Management Board of the Royal Institution of Chartered Surveyors in Germany from 2002 and 2004 before becoming its CEO from 2005 to 2008. Mr Hettrich began his career in 1983 as a developer of residential and commercial properties. Over time, he took on a number of leading roles in the real estate sector. For example, he worked with Jones Lang LaSalle in Frankfurt, Berlin, Budapest, Vienna and New York from 1988 to 1999. He was the CEO of Hettrich | Chartered Surveyors, Berlin from 1999 to 2007, CEO and Senior Partner of King Sturge Germany from 2007 to 2011 and CEO of Knight Frank Berlin from 2011 to 2015. Mr Hettrich has been a managing partner of Hettrich Tomorrow GmbH | Management Consulting & Venture Capital since 2011. Mr Hettrich has been CEO of the INTOWN Group and Managing Director of the operating company INTOWN Property Management GmbH since January 2017.

The Supervisory Board is satisfied that Mr Hettrich will be able to devote the expected amount of time required by his activities for the Supervisory Board.

With regard to recommendation 5.4.1 (5) of the German Corporate Governance Code, besides his Supervisory Board mandate, the material activities of Mr Hettrich are his position as CEO of the INTOWN Group, Managing Director of the operating company INTOWN Property Management GmbH and managing partner of Hettrich Tomorrow GmbH | Management Consulting & Venture Capital.

## **7. Resolution on the approval of the domination and profit and loss transfer agreement between TLG IMMOBILIEN AG and TLG EH1 GmbH**

On 27 February 2018, TLG IMMOBILIEN AG and TLG EH1 GmbH entered into a domination and profit and loss transfer agreement with TLG IMMOBILIEN AG as the controlling entity and TLG EH1 GmbH as the controlled entity. Essentially, the domination and profit and loss transfer agreement places TLG EH1 GmbH under the management of TLG IMMOBILIEN AG, establishes a duty to transfer the full profit of TLG EH1 GmbH to TLG IMMOBILIEN AG and an obligation on TLG IMMOBILIEN AG to assume the losses of TLG EH1 GmbH. In particular, the domination and profit and loss transfer agreement will serve to establish a tax group.

The shareholders' meeting of TLG EH1 GmbH approved the notarised agreement on 27 February 2018. However, the agreement will not come into effect unless approved by the General Meeting of TLG IMMOBILIEN AG and entered in the commercial register of TLG EH1 GmbH.

Therefore, the Management Board and Supervisory Board propose that the conclusion of the domination and profit and loss transfer agreement be approved.

Essentially, the agreement contains the following:

**“Domination and profit and loss transfer agreement**

between

**TLG IMMOBILIEN AG**, Hausvogteiplatz 12, 10117 Berlin, an Aktiengesellschaft (stock corporation) registered in the commercial register of the local court of Charlottenburg under HRB 161314 B,

- the **“Controlling Entity”** -

and

**TLG EH1 GmbH**, Hausvogteiplatz 12, 10117 Berlin, a limited liability company registered in the commercial register of the local court of Charlottenburg under HRB 193285 B

- the **“Controlled Entity”** -

- both parties are also referred to collectively as the **“Parties”** -

## **Recitals**

Whereas the Controlling Entity holds 94.896% of the shares in the Controlled Entity and CJT Immobilienbeteiligungs GmbH, with registered office in Düsseldorf, Prinzenallee 7, 40549 Düsseldorf, registered in the commercial register of the local court of Düsseldorf under HRB 81777, holds 5.104% of the shares in the Controlled Entity. Now, therefore, the Parties enter into the following domination and profit and loss transfer agreement (the "**Agreement**"), especially for the purposes of establishing a tax group for corporation and trade tax.

### **1.**

#### **Management of the Controlled Entity**

- 1) The Controlled Entity shall cede the management of its company to the Controlling Entity.
- 2) The Controlling Entity is entitled to issue instructions pertaining to the management of the Controlled Entity to the management of the Controlled Entity. The Controlled Entity is obliged to follow such instructions. The right to issue instructions notwithstanding, the management and representation of the Controlled Entity remains the responsibility of the management of the Controlled Entity.
- 3) Instructions must be issued in writing or, if issued verbally, confirmed in writing immediately.

## **2.**

### **Profit transfer**

- 1) The Controlled Entity undertakes to transfer its entire profit to the Controlling Entity. The formation or reversal of reserves in line with section 2 (2) of this Agreement notwithstanding, the maximum amount of profit must be transferred in accordance with Sec. 301 AktG as amended (or any regulations succeeding it).
  
- 2) With the consent of the Controlling Entity, the Controlled Entity can appropriate amounts from the net income for the year to other revenue reserves (Sec. 272 (3) HGB) in so far as permissible under commercial and tax law and economically justifiable from a prudent business perspective Unless prohibited by Sec. 301 AktG as amended (or any regulations succeeding it), other revenue reserves formed during the term of this Agreement must be reversed and transferred to the Controlling Entity as profit at the request of the Controlling Entity in accordance with Sec. 272 (3) HGB. The transfer of amounts resulting from the reversal of capital reserves or revenue reserves or profit carryforwards formed before the commencement of this Agreement is excluded.

## **3.**

### **Assumption of losses**

The Parties agree an assumption of losses in accordance with the provisions of Sec. 302 AktG as amended (or any regulations succeeding it).



#### **4.**

#### **Compensation**

- 1) For the term of the profit and loss transfer agreement, the Controlling Entity guarantees CJT Immobilienbeteiligungs GmbH fixed annual compensation (an equalising dividend) starting in the financial year in which the profit and loss transfer agreement comes into effect. If the profit and loss transfer agreement ends during the financial year of the company, the compensation shall be paid on a pro-rata basis.
- 2) The compensation shall be paid regardless of the net income of the company and is invariably EUR 75,000.00 (seventy-five thousand euros) per financial year.
- 3) It is payable on the date on which the shareholders resolve to adopt the annual financial statements.

#### **5.**

#### **Right to information**

- 1) The Controlling Entity is entitled to inspect the books and other business documents of the Controlled Entity at any time. The managerial bodies of the Controlled Entity are obliged to provide the Controlling Entity with all information it requests concerning all legal, corporate and organisational matters of the Controlled Entity at any time.

- 2) The rights agreed above notwithstanding, the Controlled Entity report to the Controlling Entity continuously on the course of business and especially on significant transactions.

## **6.**

### **Effectiveness, term and termination**

- 1) This Agreement is concluded subject to the consent of the General Meeting of the Controlling Entity and the shareholders' meeting of the Controlled Entity. The resolution of consent of the Controlled Entity must be notarised.
- 2) This Agreement comes into effect once entered in the commercial register of the Controlled Entity.
- 3) The obligations to transfer profit and assume losses first apply to the full profit or loss of the financial year of the Controlled Entity in which this Agreement comes into effect when entered in the commercial register of the Controlled Entity.
- 4) The term of this Agreement is indefinite; it can be duly terminated with a notice period of six months to the end of a financial year, although not before the end of the financial year of the Controlled Entity ending at least five years (60 months) after the start of the financial year of the Controlled Entity in which the Agreement comes into effect. If the Agreement is not terminated, it shall renew itself by an additional financial year, retaining the same notice period for termination.

- 5) This does not affect the right of the Parties to terminate this Agreement for cause. In particular, the Controlling Entity is entitled to terminate this Agreement for cause if it no longer holds the majority of the voting rights from shares in the Controlled Entity, if the Controlling Entity sells or contributes its interest to the Controlled Entity or if either the Controlling Entity or Controlled Entity is merged, divided or liquidated.
- 6) Termination must always be carried out in writing.

## **7.**

### **Final provisions**

- 1) All amendments and supplements to this Agreement, including this provision, must be made in writing.
- 2) If any provision of this Agreement should be or become ineffective or unenforceable, either fully or in part, this will not affect the effectiveness, enforceability or execution of the other provisions of this Agreement. The Parties shall replace an ineffective or unenforceable provision with an effective, enforceable provision which best approximates the economic purpose of the ineffective or unenforceable provision. The same applies analogously in the event of a loophole. The relevant tax regulations concerning the recognition of a consolidated tax group, especially those set out in Sec. 14–19 of the German Corporation Tax Act (KStG), must be taken into consideration when interpreting this Agreement or individual provisions thereof.

- 3) In so far as legally permissible, the place of fulfilment and exclusive jurisdiction for both Parties is Berlin.”

From the convention of the General Meeting onwards, the documents listed for Agenda Point 7 in section III (6) of this invitation will be available online at <http://www.ir.tlg.eu/> (General Meeting > Annual General Meeting 2018) and will be on display on the premises of TLG IMMOBILIEN AG in Berlin (Hausvogteiplatz 12, 10117 Berlin) for inspection by the shareholders. These documents will also be available during the General Meeting on Friday 25 May 2018.

TLG EH1 GmbH was established under Luxembourgian law as PEREF Priscus S.à r.l. on 16 December 2015 and, after carrying out a cross-border change of form, was entered into the German commercial register on 2 February 2018. The annual financial statements are available for the period from 16 December 2015 to 31 December 2016. The annual financial statements of TLG EH1 GmbH for the 2017 financial year were not yet available as at the date of convention. Provided that the annual financial statements of TLG EH1 GmbH for the 2017 financial year are available by Friday 25 May 2018, the company will publish them on its website at <http://www.ir.tlg.eu/> (General Meeting > Annual General Meeting 2018) and make them accessible during the General Meeting on Friday 25 May 2018.

## **8. Resolution on the approval of the domination and profit and loss transfer agreement between TLG IMMOBILIEN AG and TLG EH2 GmbH**

On 27 February 2018, TLG IMMOBILIEN AG and TLG EH2 GmbH entered into a domination and profit and loss transfer agreement with TLG IMMOBILIEN AG as the controlling entity and TLG EH1 GmbH as the controlled entity. Essentially, the domination and profit and loss transfer agreement places TLG EH2 GmbH under the management of TLG IMMOBILIEN AG, establishes a duty to transfer the full profit of TLG EH2 GmbH to TLG IMMOBILIEN AG and an obligation on TLG IMMOBILIEN AG to assume the losses of TLG EH2 GmbH. In particular, the domination and profit and loss transfer agreement will serve to establish a tax group.

The shareholders' meeting of TLG EH2 GmbH approved the notarised agreement on 27 February 2018. However, the agreement will not come into effect unless approved by the General Meeting of TLG IMMOBILIEN AG and entered in the commercial register of TLG EH2 GmbH.

Therefore, the Management Board and Supervisory Board propose that the conclusion of the domination and profit and loss transfer agreement be approved.

Essentially, the agreement contains the following:

**“Domination and profit and loss transfer agreement**

between

**TLG IMMOBILIEN AG**, Hausvogteiplatz 12, 10117 Berlin, an Aktiengesellschaft (stock corporation) registered in the commercial register of the local court of Charlottenburg under HRB 161314 B,

- the **“Controlling Entity”** -

and

**TLG EH2 GmbH**, Hausvogteiplatz 12, 10117 Berlin, a limited liability company registered in the commercial register of the local court of Charlottenburg under HRB 193291 B

- the **“Controlled Entity”** -

- both parties are also referred to collectively as the **“Parties”** -

## **Recitals**

Whereas the Controlling Entity holds 94.896% of the shares in the Controlled Entity and CJT Immobilienbeteiligungs GmbH, with registered office in Düsseldorf, Prinzenallee 7, 40549 Düsseldorf, registered in the commercial register of the local court of Düsseldorf under HRB 81777, holds 5.104% of the shares in the Controlled Entity. Now, therefore, the Parties enter into the following domination and profit and loss transfer agreement (the "**Agreement**"), especially for the purposes of establishing a tax group for corporation and trade tax.

### **1.**

#### **Management of the Controlled Entity**

- 1) The Controlled Entity shall cede the management of its company to the Controlling Entity.
- 2) The Controlling Entity is entitled to issue instructions pertaining to the management of the Controlled Entity to the management of the Controlled Entity. The Controlled Entity is obliged to follow such instructions. The right to issue instructions notwithstanding, the management and representation of the Controlled Entity remains the responsibility of the management of the Controlled Entity.
- 3) Instructions must be issued in writing or, if issued verbally, confirmed in writing immediately.

## **2.**

### **Profit transfer**

- 1) The Controlled Entity undertakes to transfer its entire profit to the Controlling Entity. The formation or reversal of reserves in line with section 2 (2) of this Agreement notwithstanding, the maximum amount of profit must be transferred in accordance with Sec. 301 AktG as amended (or any regulations succeeding it).
  
- 2) With the consent of the Controlling Entity, the Controlled Entity can appropriate amounts from the net income for the year to other revenue reserves (Sec. 272 (3) HGB) in so far as permissible under commercial and tax law and economically justifiable from a prudent business perspective Unless prohibited by Sec. 301 AktG as amended (or any regulations succeeding it), other revenue reserves formed during the term of this Agreement must be reversed and transferred to the Controlling Entity as profit at the request of the Controlling Entity in accordance with Sec. 272 (3) HGB. The transfer of amounts resulting from the reversal of capital reserves or revenue reserves or profit carryforwards formed before the commencement of this Agreement is excluded.

## **3.**

### **Assumption of losses**

The Parties agree an assumption of losses in accordance with the provisions of Sec. 302 AktG as amended (or any regulations succeeding it).



#### 4.

#### **Compensation**

- 1) For the term of the profit and loss transfer agreement, the Controlling Entity guarantees CJT Immobilienbeteiligungs GmbH fixed annual compensation (an equalising dividend) starting in the financial year in which the profit and loss transfer agreement comes into effect. If the profit and loss transfer agreement ends during the financial year of the company, the compensation shall be paid on a pro-rata basis.
- 2) The compensation shall be paid regardless of the net income of the company and is invariably EUR 125,000.00 (one hundred and twenty-five thousand euros) per financial year.
- 3) It is payable on the date on which the shareholders resolve to adopt the annual financial statements.

#### 5.

#### **Right to information**

- 1) The Controlling Entity is entitled to inspect the books and other business documents of the Controlled Entity at any time. The managerial bodies of the Controlled Entity are obliged to provide the Controlling Entity with all information it requests concerning all legal, corporate and organisational matters of the Controlled Entity at any time.

- 2) The rights agreed above notwithstanding, the Controlled Entity report to the Controlling Entity continuously on the course of business and especially on significant transactions.

## **6.**

### **Effectiveness, term and termination**

- 1) This Agreement is concluded subject to the consent of the General Meeting of the Controlling Entity and the shareholders' meeting of the Controlled Entity. The resolution of consent of the Controlled Entity must be notarised.
- 2) This Agreement comes into effect once entered in the commercial register of the Controlled Entity.
- 4) The obligations to transfer profit and assume losses first apply to the full profit or loss of the financial year of the Controlled Entity in which this Agreement comes into effect when entered in the commercial register of the Controlled Entity.
- 5) The term of this Agreement is indefinite; it can be duly terminated with a notice period of six months to the end of a financial year, although not before the end of the financial year of the Controlled Entity ending at least five years (60 months) after the start of the financial year of the Controlled Entity in which the Agreement comes into effect. If the Agreement is not terminated, it shall renew itself by an additional financial year, retaining the same notice period for termination.

- 6) This does not affect the right of the Parties to terminate this Agreement for cause. In particular, the Controlling Entity is entitled to terminate this Agreement for cause if it no longer holds the majority of the voting rights from shares in the Controlled Entity, if the Controlling Entity sells or contributes its interest to the Controlled Entity or if either the Controlling Entity or Controlled Entity is merged, divided or liquidated.
- 7) Termination must always be carried out in writing.

## **7.**

### **Final provisions**

- 1) All amendments and supplements to this Agreement, including this provision, must be made in writing.
- 2) If any provision of this Agreement should be or become ineffective or unenforceable, either fully or in part, this will not affect the effectiveness, enforceability or execution of the other provisions of this Agreement. The Parties shall replace an ineffective or unenforceable provision with an effective, enforceable provision which best approximates the economic purpose of the ineffective or unenforceable provision. The same applies analogously in the event of a loophole. The relevant tax regulations concerning the recognition of a consolidated tax group, especially those set out in Sec. 14–19 of the German Corporation Tax Act (KStG), must be taken into consideration when interpreting this Agreement or individual provisions thereof.

- 3) In so far as legally permissible, the place of fulfilment and exclusive jurisdiction for both Parties is Berlin.”

From the convention of the General Meeting onwards, the documents listed for Agenda Point 8 in section III (6) of this invitation will be available online at <http://www.ir.tlg.eu/> (General Meeting > Annual General Meeting 2018) and will be on display on the premises of TLG IMMOBILIEN AG in Berlin (Hausvogteiplatz 12, 10117 Berlin) for inspection by the shareholders. These documents will also be available during the General Meeting on Friday 25 May 2018.

TLG EH2 GmbH was established under Luxembourgian law as PEREF Verus S.à r.l. on 16 December 2015 and, after carrying out a cross-border change of form, was entered into the German commercial register on 2 February 2018. The annual financial statements are available for the period from 16 December 2015 to 31 December 2016. The annual financial statements of TLG EH1 GmbH for the 2017 financial year were not yet available as at the date of convention. Provided that the annual financial statements of TLG EH2 GmbH for the 2017 financial year are available by Friday 25 May 2018, the company will publish them on its website at <http://www.ir.tlg.eu/> (General Meeting > Annual General Meeting 2018) and make them accessible during the General Meeting on Friday 25 May 2018.

## **9. Resolution of consent to the conclusion of the profit and loss transfer agreement between TLG IMMOBILIEN AG and TLG FAB GmbH**

TLG IMMOBILIEN AG and TLG FAB GmbH entered into a domination and profit and loss transfer agreement on 5 April 2018 with TLG IMMOBILIEN AG as the controlling entity and TLG FAB GmbH as the controlled entity. Essentially, the domination and profit and loss transfer agreement places TLG FAB GmbH under the management of TLG IMMOBILIEN AG, establishes a duty to transfer the full profit of TLG FAB GmbH to TLG IMMOBILIEN AG and an obligation on TLG IMMOBILIEN AG to assume the losses of TLG FAB GmbH. In particular, the domination and profit and loss transfer agreement will serve to establish a tax group.

The shareholders' meeting of TLG FAB GmbH approved the notarised agreement on 12 April 2018. However, the agreement will not come into effect unless approved by the General Meeting of TLG IMMOBILIEN AG and entered in the commercial register of TLG FAB GmbH.

Therefore, the Management Board and Supervisory Board propose that the conclusion of the domination and profit and loss transfer agreement be approved.

Essentially, the agreement contains the following:

**“Domination and profit and loss transfer agreement**

between

**TLG IMMOBILIEN AG**, Hausvogteiplatz 12, 10117 Berlin, an Aktiengesellschaft (stock corporation) registered in the commercial register of the local court of Charlottenburg under HRB 161314 B,

- the **“Controlling Entity”** -

and

**TLG FAB GmbH**, Hausvogteiplatz 12, 10117 Berlin, a limited liability company registered in the commercial register of the local court of Charlottenburg under HRB 195152 B

- the **“Controlled Entity”** -

- both parties are also referred to collectively as the **“Parties”** -

## Recitals

Whereas the share capital of the Controlled Entity is EUR 25,000. It is divided into 25,000 shares with a notional value of EUR 1. The Controlling Entity holds 23,724 shares in the share capital of the Controlled Entity, which corresponds to a 94.896% stake. Furthermore, Wisteria Participations I S.à r.l., with registered office in Eppeldorf, Luxembourg, registered in the Trade and Companies Register of Luxembourg (Registre de Commerce et des Sociétés) under B190245, holds 1,276 shares in the share capital of the Controlled Entity, which corresponds to a 5.104% stake. Now, therefore, the Parties enter into the following domination and profit and loss transfer agreement (the “**Agreement**”), especially for the purposes of establishing a tax group for corporation and trade tax.

### 1.

#### **Management of the Controlled Entity**

- 1) The Controlled Entity shall cede the management of its company to the Controlling Entity.
- 2) The Controlling Entity is entitled to issue instructions pertaining to the management of the Controlled Entity to the management of the Controlled Entity. The Controlled Entity is obliged to follow such instructions. The right to issue instructions notwithstanding, the management and representation of the Controlled Entity remains the responsibility of the management of the Controlled Entity.
- 3) Instructions must be issued in writing or, if issued verbally, confirmed in writing immediately.

## **2.**

### **Profit transfer**

- 1) The Controlled Entity undertakes to transfer its entire profit to the Controlling Entity. The formation or reversal of reserves in line with section 2 (2) of this Agreement notwithstanding, the maximum amount of profit must be transferred in accordance with Sec. 301 AktG as amended (or any regulations succeeding it).
  
- 2) With the consent of the Controlling Entity, the Controlled Entity can appropriate amounts from the net income for the year to other revenue reserves (Sec. 272 (3) HGB) in so far as permissible under commercial and tax law and economically justifiable from a prudent business perspective Unless prohibited by Sec. 301 AktG as amended (or any regulations succeeding it), other revenue reserves formed during the term of this Agreement must be reversed and transferred to the Controlling Entity as profit at the request of the Controlling Entity in accordance with Sec. 272 (3) HGB. The transfer of amounts resulting from the reversal of capital reserves or revenue reserves or profit carryforwards formed before the commencement of this Agreement is excluded.

## **3.**

### **Assumption of losses**

The Parties agree an assumption of losses in accordance with the provisions of Sec. 302 AktG as amended (or any regulations succeeding it).



#### **4.**

#### **Compensation**

- 1) For the term of the profit and loss transfer agreement, the Controlling Entity guarantees Wisteria Participations I S.à r.l. fixed annual compensation (an equalising dividend) starting in the financial year in which the profit and loss transfer agreement comes into effect. If the profit and loss transfer agreement ends during the financial year of the company, the compensation shall be paid on a pro-rata basis.
- 2) The compensation shall be paid regardless of the net income of the company and is invariably EUR 125,000 (one hundred and twenty-five thousand euros) per financial year.
- 3) The compensation is payable within five banking days of the resolution of the shareholders of the Controlled Entity on the adoption of the annual financial statements.

#### **5.**

#### **Right to information**

- 1) The Controlling Entity is entitled to inspect the books and other business documents of the Controlled Entity at any time. The managerial bodies of the Controlled Entity are obliged to provide the Controlling Entity with all information it requests concerning all legal, corporate and organisational matters of the Controlled Entity at any time.

- 2) The rights agreed above notwithstanding, the Controlled Entity report to the Controlling Entity continuously on the course of business and especially on significant transactions.

## **6.**

### **Effectiveness, term and termination**

- 1) This Agreement is concluded subject to the consent of the General Meeting of the Controlling Entity and the shareholders' meeting of the Controlled Entity. The resolution of consent of the Controlled Entity must be notarised.
- 2) This Agreement comes into effect once entered in the commercial register of the Controlled Entity.
- 3) The obligations to transfer profit and assume losses first apply to the full profit or loss of the financial year of the Controlled Entity in which this Agreement comes into effect when entered in the commercial register of the Controlled Entity.
- 4) The term of this Agreement is indefinite; it can be duly terminated with a notice period of six months to the end of a financial year, although not before the end of the financial year of the Controlled Entity ending at least five years (60 months) after the start of the financial year of the Controlled Entity in which the Agreement comes into effect. If the Agreement is not terminated, it shall renew itself by an additional financial year, retaining the same notice period for termination. If the effectiveness of the Agreement or its due execution is not recognised under tax law, either fully or in part, or for its entire term from the start of the financial year of the Controlled Entity in which the Agreement came into effect upon being entered in the commercial

register of the Controlled Entity, possibly because the full profit has not been transferred to the Controlling Entity or because a defect in the execution of the Agreement could not be subsequently remedied, the minimum contractual term of five years (60 months) shall start on the first day of the financial year of the Controlled Entity in which the criteria for the effectiveness or due execution of the Agreement to be recognised under tax law are first met or met again, without this requiring the Agreement to be signed again.

- 5) This does not affect the right of the Parties to terminate this Agreement for cause. In particular, the Controlling Entity is entitled to terminate this Agreement for cause if it no longer holds the majority of the voting rights from shares in the Controlled Entity, if the Controlling Entity sells or contributes its interest to the Controlled Entity or if either the Controlling Entity or Controlled Entity is merged, divided or liquidated.
- 6) Termination must always be carried out in writing.

## 7.

### **Final provisions**

- 1) All amendments and supplements to this Agreement, including this provision, must be made in writing.
- 2) If any provision of this Agreement should be or become ineffective or unenforceable, either fully or in part, this will not affect the effectiveness, enforceability or execution of the other provisions of this Agreement. The Parties shall replace an ineffective or unenforceable provision with an effective, enforceable provision which best approximates the economic purpose of the ineffective or unenforceable provision. The same applies analogously in the event of a loophole. The relevant tax regulations concerning the recognition of a consolidated tax group, especially those set out in Sec. 14-19 of the German Corporation Tax Act (KStG), must be taken into consideration when interpreting this Agreement or individual provisions thereof.
- 3) In so far as legally permissible, the place of fulfilment and exclusive jurisdiction for both Parties is Berlin."

From the convention of the General Meeting onwards, the documents listed for Agenda Point 9 in section III (6) of this invitation will be available online at <http://www.ir.tlg.eu/> (General Meeting > Annual General Meeting 2018) and will be on display on the premises of TLG IMMOBILIEN AG in Berlin (Hausvogteiplatz 12, 10117 Berlin) for inspection by the shareholders. These documents will also be available during the General Meeting on Friday 25 May 2018.

## **II. Report of the Management Board concerning the partial utilisation of the Authorised Capital 2017 against cash contributions with the exclusion of subscription rights of shareholders in November 2017**

On the basis of the decisions of the Management Board on 9 November 2017 and the market and acquisitions committee of the Supervisory Board on 9 November 2017 which was authorised to do so by the Supervisory Board on 7 November 2017, the Authorised Capital 2017 was partially utilised in November 2017 in the amount of EUR 7,417,555.00. In this context, the subscription rights of the shareholders were excluded as part of the share capital increase that was entered in the commercial register of the company on 13 November 2017. Through this capital increase, the share capital of the company was increased by EUR 7,417,555.00 from EUR 94,611,266.00 to EUR 102,028,821.00. Therefore, the volume of the capital increase from the Authorised Capital, excluding subscription rights, represents almost 10% of the share capital of the company relative to the share capital of the company on 29 May 2017 when the Authorised Capital 2017 came into effect and approx. 7.8% relative to the share capital of the company on 9 November 2017 when the Authorised Capital 2017 was utilised. The volume restriction for shares issued against cash contributions and excluding subscription rights provided for in the Authorised Capital 2017 has therefore been adhered to.

The new shares were issued by Deutsche Bank AG. Deutsche Bank AG and J.P. Morgan Securities plc were obliged to place and transfer these shares with institutional investors, including existing investors, by means of accelerated book-building as part of a private placement. In line with the decision of the Management Board of 9 November 2017, the new shares have been issued at a placement price of EUR 19.70. In its decision on 9 November 2017, the market and acquisitions committee of the Supervisory Board approved the decision of the Management Board concerning the definition of the placement price.

The new shares were approved for trading on 13 November 2017 and added to the current listing in the segment of the Frankfurt Stock Exchange with further follow-up duties (Prime Standard) on 14 November 2017. The gross proceeds from the capital increase were around EUR 146.1 m. In particular, the company collected the net proceeds from the capital increase in order to finance acquisitions of office and retail properties that were made shortly before the capital increase and will be made in the future in line with its defined acquisition criteria, as well as for general business purposes.

The requirements of Sec. 203 (1) and Sec. 186 (3) sentence 4 AktG were taken into consideration during the definition of the placement price; the Authorised Capital 2017 requires compliance with these requirements for the exclusion of subscription rights as part of a capital increase in exchange for cash contributions of up to 10% of the share capital. Thereafter, the price of the new shares may not be significantly lower than the quoted price of the shares of the company.

The defined placement price of EUR 19.70 per share corresponds to an approximately 3.9% discount on the volume weighted average price (VWAP) of the last four days of trading on XETRA prior to 9 November 2017 and 4.8% compared to the last XETRA closing price of the shares of the company on 9 November 2017. Thereafter, the discount moved within the acceptable corridor that is generally considered not significantly below the quoted price.

By excluding the subscription rights of the shareholders, the company has made use of the opportunity to exclude subscription rights during capital increases against cash contributions by listed companies provided for by Sec. 203 (1) and Sec. 186 (3) sentence 4 AktG. Such an exclusion of subscription rights was necessary in this case in order to take advantage of the market situation, considered favourable by the Management Board and the market and acquisitions committee of the Supervisory Board, to partially utilise the Authorised Capital

2017 at short notice, and generate the highest possible proceeds through market-oriented pricing. The period of at least two weeks required when granting subscription rights (Sec. 186 (1) sentence 2 AktG) would not have permitted a rapid response to the current market situation.

Additionally, when a subscription right is granted, the final price must be announced no later than three days before the end of the subscription period (Sec. 186 (2) sentence 2 AktG). Due to the extended period between the pricing and the execution of the capital increase and given the volatility of the stock markets, the market and exchange rate risks are higher than with an allocation that excludes subscription rights. Therefore, a successful placement as part of a capital increase with subscription rights would have necessitated a safety margin on the current share price during the pricing procedure and likely not have resulted in competitive rates. For the reasons above, the exclusion of subscription rights was in the interests of the company. However, the interests of the shareholders have been taken into account through pricing close to the current quoted price and the limited volume of shares issued without subscription rights of around 10% of the share capital on the date on which the Authorised Capital 2017 came into effect. Generally speaking, with regard to liquid stock trading, this gives the shareholders the opportunity to maintain their relative interest in the company through an acquisition over the stock exchange at similar prices. Furthermore, the placement of the new shares close to the current quoted price ensured that the capital increase did not result in any significant economic dilution of the shareholdings of the shareholders.

In line with the authorisation in Sec. 6.4 et seq. of the Articles of Association of the company, the new shares were issued with profit-sharing rights from 1 January 2017 onwards. Therefore, when they were issued, the new shares already had the same profit-sharing rights as the other shares. This made it unnecessary to allocate a separate securities identification number to the new shares for the period leading up to this year's General Meeting. This prevents the low liquidity that is to be expected for new shares when they are traded under a separate securities identification number and that would have made the sale of the new shares more difficult and potentially even resulted in price reductions. For this reason, it was in the interests of the company to fix the profit-sharing rights to the start of the 2017 financial year.

Overall, given the reasons above and taking into consideration the requirements of the Authorised Capital 2017, the exclusion of subscription rights during its utilisation was justified from a business perspective.



### III. Other information on the convention

#### 1. Total number of shares and voting rights as at the convention of the General Meeting

At the time of convening the General Meeting, the company's share capital amounts to EUR 102,384,627 and is divided into 102,384,627 no-par value shares. Each no-par value share carries one vote at the General Meeting. The total number of shares bearing participating and voting rights at the time of convening is 102,384,627. At the time of convening, the company does not hold any treasury shares.

#### 2. Requirements for participation in the General Meeting and for exercising voting rights

Only holders of bearer shares who register punctually are entitled to participate in the General Meeting and exercise their voting rights. Therefore, registrations must be received by the company by midnight (CEST) on Friday 18 May 2018 at the latest, sent to the following address

TLG IMMOBILIEN AG  
c/o Commerzbank AG  
GS-MO 3.1.1 General Meetings  
60261 Frankfurt/Main  
Fax: +49 (0) 69 136-26351  
E-mail: hv-eintrittskarten@commerzbank.com

and the holders of bearer shares must have provided the company with specific evidence of share ownership demonstrating that they were shareholders of the company at the beginning of Friday 4 May 2018, i.e. midnight (CEST) (the record date). Specific evidence of share ownership issued by the custodian bank can be used to demonstrate share ownership.

As with registrations, the company must receive the evidence of share ownership at the address above by midnight (CEST) on Friday 18 May 2018 at the latest. Registrations and evidence of share ownership must be in text form (Sec. 126 b BGB) and must be in German or English.

### **Significance of the record date:**

In relation to the company, only persons who have provided specific evidence of share ownership are considered shareholders for the purposes of participating in the General Meeting and exercising voting rights. The right to participate in the General Meeting and the extent of voting rights are entirely dependent on the shares held as at the record date. The record date places no restrictions on the right of the shareholders to sell their shares. Even if a shareholder sells all or some of their shares after the record date, the shares held by the shareholder as at the record date determine the right of the shareholder to participate in the General Meeting and the extent of their voting rights, i.e. sales of shares after the record date have no effect on the right of the shareholder to participate in the General Meeting or the extent of voting rights. The same applies analogously to the acquisition of shares after the record date. Persons not holding shares as at the record date who will become shareholders at a later date are only entitled to participate in the General Meeting and cast votes on the basis of their shares if they have been appointed as proxies or authorised to exercise voting rights in line with instructions.

### **3. Procedure for the casting of votes by a proxy**

By granting the necessary authorisation, shareholders can have a proxy, for example a financial institution, shareholder association or any other third party, cast their votes in the General Meeting. The shareholder must register punctually and provide evidence of share ownership as described above even if he/she intends to appoint a proxy.

The authorisation must be granted and revoked in text form and the company must be provided with written evidence of the authorisation if neither a financial institution nor a shareholder association nor equivalent persons, institutes, companies or associations in the meaning of Sec. 135 (8) and Sec. 135 (10) in conjunction with Sec. 125 (5) AktG are authorised to exercise the voting rights.

This text form requirement does not apply to authorisations to exercise voting rights granted to financial institutions, shareholder associations or equivalent persons, institutes, companies or associations in the meaning of Sec. 135 (8) and Sec. 135 (10) in conjunction with Sec. 125 (5) AktG, although the proxy holder must verifiably record the power of attorney. It must also be complete and may only contain declarations related to the exercising of voting rights. We therefore ask shareholders who wish to authorise a financial institution, shareholder association or equivalent persons, institutes, companies or associations in the meaning of Sec. 135 (8) and Sec. 135 (10) in conjunction with Sec. 125 (5) AktG to exercise their voting rights to coordinate with the intended proxy with regard to the format of the authorisation.

If a shareholder authorises more than one person, the company can dismiss one or more of them.

Shareholders who wish to appoint a proxy are asked to use the form provided by the company to grant the authorisation. The company will provide the authorisation form along with the admission ticket following registration by shareholders. An authorisation form will also be available to download from the website of the company at

<http://www.ir.tlg.eu/>  
(General Meeting > Annual General Meeting 2018).

Evidence of the appointment of a proxy can be sent to the company at the following e-mail address:

[inhaberaktien@linkmarketservices.de](mailto:inhaberaktien@linkmarketservices.de)

#### **4. Procedure for the casting of votes by proxies of the company**

Additionally, the shareholders of the company have the option of appointing employees nominated by the company as proxies who are bound by instructions. The proxies are obliged to cast votes as instructed; they cannot cast votes at their own discretion. Please note, therefore, that the proxies can only cast votes on the Agenda Points for which shareholders have issued clear instructions and that the proxies cannot accept instructions regarding procedural motions prior to or during the General Meeting. Likewise, the proxies cannot accept instructions to speak, to lodge objections against resolutions passed by the General Meeting, to ask questions or to file applications.

An authorisation that includes instructions for the proxy can only be granted prior to the General Meeting by means of the authorisation and instruction form provided to shareholders along with their admission tickets to the General Meeting. The form can be downloaded from the website of the company at

<http://www.ir.tlg.eu/>

(General Meeting > Annual General Meeting 2018).

If a shareholder wishes to authorise the proxies nominated by the company and issue instructions to them, the shareholder must notify the company in writing by midnight (CEST) by Tuesday 24 May 2018. Authorisations of proxies nominated by the company, including any instructions intended for them, must be sent by post, fax or by electronic means (by e-mail) to the following address:

TLG IMMOBILIEN AG  
c/o Link Market Services GmbH  
Landshuter Allee 10  
80637 Munich  
Fax: +49 (0) 89 210 27 289  
E-mail: [inhaberaktien@linkmarketservices.de](mailto:inhaberaktien@linkmarketservices.de)

## **5. Other shareholder rights**

### **a) Requests by shareholders to add agenda items according to Sec. 122 (2) AktG**

Shareholders whose shares represent one twentieth of the registered capital or the proportional amount of EUR 500,000.00 (this corresponds to 500,000 shares) collectively can request that items be added to the agenda and announced. Each new item must include a statement of reason or a draft resolution.

Such requests to add agenda items must be sent in writing to the Management Board and must be received by the company at least 30 days before the General Meeting; the date of receipt and the date of the General Meeting are not counted for these purposes. The closing date for such requests is therefore midnight (CEST) on Tuesday 24 April 2018. Any requests to add agenda items received after this date will not be considered.

The shareholders must prove that they have held the shares for at least 90 days before the date on which the company receives the request and that they will hold the shares until the Management Board decides on the request to add agenda items, in which regard Sec. 70 AktG applies to the calculation of the period of share ownership. Sundays, Saturdays and national holidays will be counted and not passed over in favour of a preceding or subsequent working day. Sec. 187 to 193 of the German Civil Code (BGB) do not apply.

Requests to add agenda items must be sent to the following address:

TLG IMMOBILIEN AG  
Vorstand  
Büro Hauptversammlung 2018  
Hausvogteiplatz 12  
10117 Berlin

**b) Countermotions by shareholders according to Sec. 126 AktG**

Every shareholder is entitled to submit a countermotion in the General Meeting against the proposals of the Management Board and/or Supervisory Board regarding specific items of the agenda. Countermotions must include a statement of reason.

Countermotions received by the company at the address below at least 14 days before the General Meeting – the dates on which the countermotion is received and of the General Meeting are not counted – i.e. midnight (CEST) on Thursday 10 May 2018 will be made available immediately, including the name of the shareholder, the statement of reason and any statements made by the management, on the website of the company at

<http://www.ir.tlg.eu/>  
(General Meeting > Annual General Meeting 2018).

(see Sec. 126 (1) sentence 3 AktG).

Circumstances are listed in Sec. 126 (2) AktG under which a countermotion and its statement of reason need not be made available on the website. These are described on the website of the company at

<http://www.ir.tlg.eu/>

(General Meeting > Annual General Meeting 2018).

In particular, the statement of reason does not have to be made available if it exceeds 5,000 characters in total.

Countermotions and statements of reason must be sent to the following address only:

TLG IMMOBILIEN AG  
Investor Relations  
Hausvogteiplatz 12  
10117 Berlin  
Fax: + 49 (0) 30 2470 7446  
E-mail: [ir@tlg.de](mailto:ir@tlg.de)

Any countermotions sent to a different address will not be made available.

Countermotions are only deemed made if they are submitted during the General Meeting. The right of each shareholder to submit countermotions to the various items on the agenda during the General Meeting without prior timely submission to the company remains unaffected.



**c) Proposals by shareholders according to Sec. 126 and 127 AktG**

During the General Meeting, each shareholder is entitled to make proposals regarding the appointment of the auditor (Agenda Point 5) and the appointment of the members of the Supervisory Board (Agenda Point 6).

Shareholder proposals received by the company at the address below at least 14 days before the General Meeting – the dates on which the proposal is received and of the General Meeting are not counted – i.e. midnight (CEST) on Thursday 10 May 2018 will be made available immediately on the website of the company at

<http://www.ir.tlg.eu/>

(General Meeting > Annual General Meeting 2018).

Proposals by shareholders do not have to be made available if they do not contain the name, profession and place of residence of the proposed candidate. No statement of reason is required for proposals.

Additional circumstances are described in Sec. 127 sentence 1 AktG in conjunction with Sec. 126 (2) and Sec. 127 (3) in conjunction with Sec. 124 (3) sentence 4 and Sec. 125 (1) sentence 5 AktG under which the proposals of shareholders do not have to be made available on the website. These are described on the website of the company at

<http://www.ir.tlg.eu/>

(General Meeting > Annual General Meeting 2018).

Proposals must be sent to the following address:

TLG IMMOBILIEN AG  
Investor Relations  
Hausvogteiplatz 12  
10117 Berlin  
Fax: + 49 (0) 30 2470 7446  
E-mail: [ir@tlg.de](mailto:ir@tlg.de)

Any proposals sent to a different address will not be made available.

This does not affect the right of any shareholder to make a proposal during the General Meeting. Proposals are only deemed made if they are made during the General Meeting.

#### **d) Rights of shareholders to information**

According to Sec. 131 (1) AktG, if requested to do so the Management Board must provide any shareholder in the General Meeting with information on the matters of the company in so far as they are necessary for the shareholders to make a sound judgement regarding the item of the agenda. This duty of the Management Board to provide information also encompasses the legal and business relationships of the company with an affiliated company, as well as the position of the Group and of the companies included in the consolidated financial statements.

In accordance with Sec. 293g (3) AktG, each shareholder shall also receive in the General Meeting, on request, information about all matters of TLG EH1 GmbH, TLG EH2 GmbH and TLG FAB GmbH relating to the conclusion of the agreements with TLG EH1 GmbH, TLG EH2 GmbH and TLG FAB GmbH.

The Management Board may refuse to provide information under certain circumstances that are defined in more detail in Sec. 131 (3) AktG. A more detailed list of the circumstances under which the Management Board may refuse to provide information is available on the website of the company at

<http://www.ir.tlg.eu/>

(General Meeting > Annual General Meeting 2018).

## **6. Publications on the website / presentation in business premises / supplementary information according to Sec. 124a AktG**

From the convention of the General Meeting onwards, the following documents will be available on the website of the company at

<http://www.ir.tlg.eu/>

(General Meeting > Annual General Meeting 2018)

alongside this invitation and will be on display for inspection by the shareholders in the premises of TLG IMMOBILIEN AG in Berlin (Hausvogteiplatz 12, 10117 Berlin).

Regarding Agenda Points 1 and 2:

- The adopted annual financial statements and the consolidated financial statements approved by the Supervisory Board as at 31 December 2017, the management reports for the company and the Group, including the report of the Supervisory Board for the 2017 financial year, as well as the explanatory report of the Management Board on disclosures pursuant to Sec. 289a (1) and Sec. 315a (1) HGB as at 31 December 2017.

Regarding Agenda Point 7:

- The domination and profit and loss transfer agreement between TLG IMMOBILIEN AG and TLG EH1 GmbH dated 27 February 2018,

- the annual financial statements and consolidated financial statements of TLG IMMOBILIEN AG for the 2015, 2016 and 2017 financial years as well as the management reports of TLG IMMOBILIEN AG and the group management reports for 2015, 2016 and 2017,
- the annual financial statements of TLG EH1 GmbH for the period from 16 December 2015 to 31 December 2016,
- the joint report of the Management Board of TLG IMMOBILIEN AG and the management of TLG EH1 GmbH prepared according to Sec. 293a AktG, as well as
- the audit report of the auditor according to Sec. 293e AktG.

Regarding Agenda Point 8:

- The domination and profit and loss transfer agreement between TLG IMMOBILIEN AG and TLG EH2 GmbH dated 27 February 2018,
- the annual financial statements and consolidated financial statements of TLG IMMOBILIEN AG for the 2015, 2016 and 2017 financial years as well as the management reports of TLG IMMOBILIEN AG and the group management reports for 2015, 2016 and 2017,
- the annual financial statements of TLG EH2 GmbH for the period from 16 December 2015 to 31 December 2016,

- the joint report of the Management Board of TLG IMMOBILIEN AG and the management of TLG EH2 GmbH prepared according to Sec. 293a AktG, as well as
- the audit report of the auditor according to Sec. 293e AktG.

Regarding Agenda Point 9:

- The domination and profit and loss transfer agreement between TLG IMMOBILIEN AG and TLG FAB GmbH dated 5 April 2018,
- the annual financial statements and consolidated financial statements of TLG IMMOBILIEN AG for the 2015, 2016 and 2017 financial years as well as the management reports of TLG IMMOBILIEN AG and the group management reports for 2015, 2016 and 2017,
- the annual financial statements of TLG FAB GmbH for the 2015, 2016 and 2017 financial years
- the joint report of the Management Board of TLG IMMOBILIEN AG and the management of TLG FAB GmbH prepared according to Sec. 293a AktG, as well as
- the audit report of the auditor according to Sec. 293e AktG.

Additionally:

- Report of the Management Board concerning the partial utilisation of the Authorised Capital 2017 against cash contributions with the exclusion of subscription rights of shareholders in November 2017

These documents will also be available during the General Meeting on Friday 25 May 2018. The publication of these documents on the website of the company fulfils its legal obligations.

Any countermotions, proposals and requests to add agenda items by shareholders received by the company punctually with regard to the aforementioned deadlines shall also be made available on the aforementioned website.

## **7. Data protection information for shareholders**

TLG IMMOBILIEN AG processes personal data (names, addresses, e-mail addresses, numbers of shares, classes of shares, share possession type and admission ticket numbers) on the basis of the relevant data protection legislation in order to enable the shareholders to exercise their rights at the General Meeting.

The processing of your personal data is a mandatory prerequisite to your participation in the General Meeting. TLG IMMOBILIEN AG is the controller with regard to the processing. The data are processed on the basis of Article 6 (1) (c) of the General Data Protection Regulation (GDPR).

The service providers of TLG IMMOBILIEN AG that are engaged for the purposes of organising the General Meeting only receive personal data from TLG IMMOBILIEN AG that are necessary for the performance of the contracted service and only process the data in line with the instructions of TLG IMMOBILIEN AG.

You are entitled to receive information on and object to the processing of your personal data and to have them corrected, restricted or deleted at any time, as well as to data portability in accordance with Chapter III of the General Data Protection Regulation. You can exercise these rights free of charge by contacting TLG IMMOBILIEN AG at the following address:

TLG IMMOBILIEN AG  
Hausvogteiplatz 12  
10117 Berlin  
Fax: +49 (0)30 - 2470 7337

Additionally, you are entitled to lodge a complaint with a supervisory authority in accordance with Article 77 GDPR.

You can contact our corporate Data Protection Officer at:

TLG IMMOBILIEN AG  
Datenschutzbeauftragter / Data Protection Officer  
Hausvogteiplatz 12  
10117 Berlin



This invitation has been forwarded to media that can be expected to distribute the information throughout the European Union.

Berlin, April 2018

TLG IMMOBILIEN AG

The Management Board

## IV. Travel Directions

Konferenzzentrum im  
Ludwig Erhard Haus  
Fasanenstraße 85  
10623 Berlin

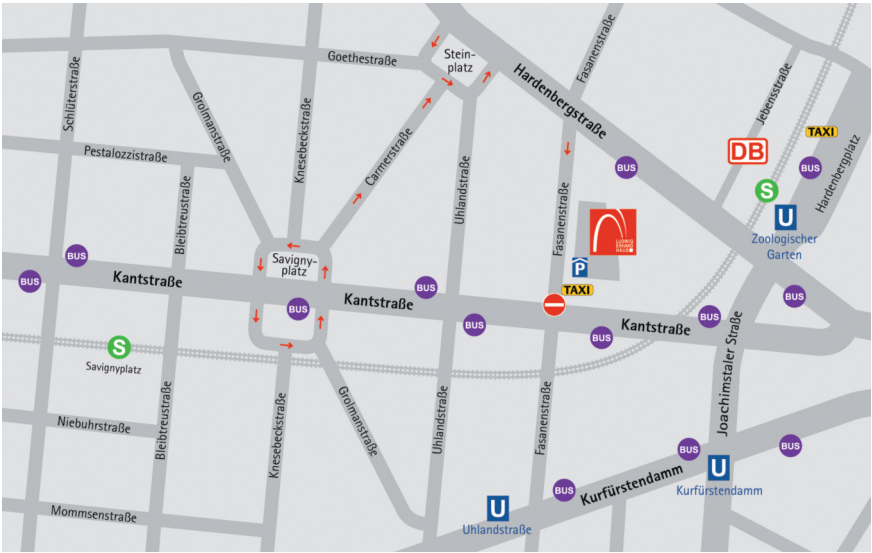
### **Travel by bus and by train**

If you wish to arrive at Ludwig Erhard Haus by public transport, please use the following connections:

- Suburban railway (*S-Bahn*): Zoologischer Garten (S3, S5, S7, S75)
- Underground (*U-Bahn*): Zoologischer Garten (U2, U9)
- Underground (*U-Bahn*): Uhlandstr. (U1)
- Bus: M45, M46, M49, X9, X10, X34, 100, 109, 110, 200, 204, 245, 249
- Regional express train (*Regionalexpress*): Zoologischer Garten RE1, RE2, RE7, RB14, RB21, RB22

### **Travel by car**

- Access via Fasanenstraße





**TLG IMMOBILIEN AG**

Hausvogteiplatz 12, 10117 Berlin, Germany  
[www.tlg.eu](http://www.tlg.eu)