

# **Domination and Profit and Loss Transfer Agreement**

**between**

**Covestro AG, Leverkusen ("Covestro")**

**and**

**Covestro First Real Estate GmbH, Leverkusen ("CRE")**

The parties enter into the following Domination and Profit and Loss Transfer Agreement:

## **§ 1**

### **Management**

- (1) CRE places the management of its company under the control of Covestro. Accordingly, Covestro is entitled to issue instructions to the management of CRE with regard to the management of the company.
- (2) Covestro will only exercise the right to issue instructions through the Board of Management. Instructions must be in text form.

## **§ 2**

### **Profit transfer**

- (1) CRE undertakes to transfer its entire profit to Covestro. The provisions of Section 301 of the German Stock Corporation Act (AktG) as amended from time to time shall apply accordingly.
- (2) With the consent of Covestro, CRE may transfer amounts from net income to other retained earnings (Section 272, Paragraph 3 of the German Commercial Code (HGB)) provided that this is permissible under commercial law and economically justified on the basis of a reasonable commercial assessment. Other retained earnings established during the term of this agreement pursuant to

Section 272, Paragraph 3 of the German Commercial Code (HGB) shall be released at Covestro's request.

- (3) The transfer of amounts from the release of other retained earnings pursuant to Section 272, Paragraph 3 of the German Commercial Code (HGB) that were formed before the commencement of this Agreement or from capital reserves is excluded.

### **§ 3**

#### **Assumption of losses**

The provisions of Section 302 of the German Stock Corporation Act (AktG) as amended from time to time shall apply accordingly.

### **§ 4**

#### **Effective Date and Duration**

- (1) This Agreement is subject to the approval of the Annual General Meeting of Covestro and the General Meeting of CRE.
- (2) The Agreement becomes effective upon its entry in the commercial register of CRE's registered office and, with the exception of the right to issue instructions, applies retroactively to the period from the beginning of the financial year in which the registration takes place. The right to issue instructions can only be exercised once the Agreement has been entered in the commercial register of CRE's registered office.
- (3) The Agreement may be terminated ordinarily at the end of a financial year with six months' notice, but for the first time at the end of the financial year ending at least five years after the beginning of the financial year in which the Agreement takes effect. If it is not terminated, it shall be extended by one financial year at a time with the same notice period.
- (4) The right to terminate the Agreement for good cause without observing a notice period remains unaffected. In particular, Covestro is entitled to terminate the Agreement for good cause if it no longer holds a majority stake in CRE, if another shareholder becomes involved in CRE, or if one of the cases governed by R 14.5, Paragraph 6, Sentence 2 KStR 2022 or an administrative instruction

replacing it applies. An important reason for extraordinary termination is, in particular, the merger, demerger or liquidation of a party.

## **§ 5**

### **Miscellaneous Provisions**

If any provision of this Agreement is or becomes invalid or if a necessary provision is not included, this shall not affect the validity of the remaining provisions of this Agreement. The invalid provision or to fill a loophole shall be replaced by a legally permissible provision that corresponds as far as possible to what the parties wanted or would have wanted according to the spirit and purpose of this Agreement if they had recognized the invalidity of the provision or the loophole.

Leverkusen, February 27, 2024

Covestro AG

Covestro First Real Estate GmbH

Dr. Markus Steilemann  
Chairman

Jan Ralf Lüben  
Manager

Christian Baier  
CFO

Stephan Rosenthal  
Manager

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