

## **CONTROL AND PROFIT AND LOSS TRANSFER AGREEMENT**

Between

**Talanx Aktiengesellschaft, HDI-Platz 1, 30659 Hanover, entered in the Commercial Register of Hanover Local Court under HRB 52546,**

- hereinafter referred to as "Talanx" or the controlling company

and

**Zweite Riethorst Grundstücksgesellschaft mbH, HDI-Platz 1, 30659 Hanover, entered in the commercial register of Hanover Local Court under HRB 226877,**

- hereinafter referred to as "ZRGG" or the controlled company

the following control and profit and loss transfer agreement is concluded:

### **§ 1**

ZRGG subordinates its management to Talanx. Accordingly, Talanx has the right to issue instructions to ZRGG.

### **§ 2**

- (1) ZRGG undertakes to transfer its entire profit to Talanx; § 301 AktG in its respective version must be observed accordingly.
- (2) The provisions of § 302 of the German Stock Corporation Act (AktG), as amended, apply accordingly to the assumption of losses by Talanx.
- (3) ZRGG may only transfer amounts from the net profit for the year to the revenue reserves - with the exception of the statutory reserves - to the extent that this is permissible under commercial law and economically justified on the basis of reasonable commercial judgement. Retained earnings formed during the term of this agreement shall be released at the request of Talanx and used to equalise a net loss for the year or transferred as profit. The transfer of income from the release of capital reserves and pre-contractual other revenue reserves is excluded.
- (4) The settlement of the profit or loss of ZRGG with Talanx must already be recognised in the annual financial statements. The result of the commercial balance sheet of ZRGG is decisive. The claim to which Talanx or ZRGG is entitled after the settlement shall bear interest at the statutory interest rate pursuant to §§ 352, 353 HGB from the balance sheet date until actual payment.

...

- (5) The obligation to transfer profits or assume losses applies for the first time to the result of the financial year in which this agreement becomes effective.

### **§ 3**

- (1) The agreement becomes effective upon entry in the commercial register of ZRGG. It is concluded for an indefinite period with retroactive economic effect to 1 January 0:00 of the year in which it comes into effect. It can be terminated for the first time at the end of the fourth year following the year in which the agreement comes into effect. In the event of cancellation on this date, a notice period of one month must be observed. Thereafter, the contract may be terminated with one month's notice to the end of any month.
- (2) In deviation from the provision in paragraph 1 sentence 2, § 1 shall only take effect from the entry of the agreement in the commercial register.
- (3) The contract may be terminated by either party without notice for good cause.
- (4) An important reason exists in particular,
- if there is a final or immediately enforceable order from the Federal Financial Supervisory Authority to terminate the contract,
  - if significant tax regulations or their interpretation by the courts change for this contract,
  - if the controlling company or the controlled company is merged, split or liquidated.

### **§ 4**

Should a provision of this contract be invalid, this shall not affect the validity of the remaining content of the contract. The omitted provision shall be replaced by a provision that comes closest to the purpose of the omitted provision in a legally permissible manner. The same shall apply in the event of a loophole.

[Place, date]

[Place, date]

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Talanx

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ZRGG

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Talanx

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ZRGG