

NON-BINDING CONVENIENCE TRANSLATION

Important: This translation of the Request for Vote (*Aufforderung zur Stimmabgabe*) (the German version of which was published in the German Federal Gazette (*Bundesanzeiger*) and on the issuer's website on 11 October 2022) from German into English is a non-binding convenience translation and is not a substitute for the original German version. The accuracy or completeness of this translation is not guaranteed.

publity AG

Frankfurt am Main, Federal Republic of Germany

Corporate bond of publity AG 2020/2025

ISIN: DE000A254RV3 / WKN: A254RV

VOTE WITHOUT MEETING

– REQUEST FOR VOTE –

by publity AG with registered office in Frankfurt am Main, registered with the Commercial Register of the local court of Frankfurt am Main under HRB 113794, and with business address at Opern Turm, Bockenheimer Landstraße 2-4, 60306 Frankfurt am Main, Federal Republic of Germany (hereinafter also referred to as the "**Issuer**" or the "**Company**"),

with respect to the

**up to EUR 100,000,000.00 5.5% Notes
of publity AG
due on 19 June 2025**

ISIN: DE000A254RV3 / WKN: A254RV

(in total referred to as the "**publity-Bond 2020/2025**"),

divided into up to 100,000 notes (each a "**Note**" and together the "**Notes**") in bearer form with a principal amount of EUR 1,000.00 each, which rank *pari passu* among themselves and are represented by a global certificate.

The Issuer hereby requests the holders of the Notes of the publicly-Bond 2020/2025 (each a "Noteholder" and together the "Noteholders") to vote in a vote without meeting within the time period

beginning on Wednesday, 26 October 2022, at 0:00 hours (CEST),

and

ending on Friday, 28 October 2022, at 24:00 hours (CEST),

by submitting their votes to the Notary Dr. Johannes Beil, with official office in Hamburg ("**Vote without Meeting**"; the request to vote in the Vote without Meeting is referred to as the "**Request for Vote**").

Important Notice

Holders of the Notes of the publicly-Bond 2020/2025 should take note of the following information.

The publication of this Request for Vote does not constitute an offer. In particular, the publication does neither constitute a public offer to sell nor an offer or solicitation to acquire, purchase, or subscribe for, notes or other securities.

The subsequent preliminary remarks of this Request for Vote (see section I below) have been voluntarily prepared by the Issuer in order to explain the reasons for the resolution items and the specific resolution proposals to the Noteholders. Neither the Issuer nor any of its legal representatives, employees, advisors and agents, nor any other person guarantee or warrant the accuracy and completeness of the information contained therein. The relevant statements are by no means to be understood as a complete basis for the voting behavior of the Noteholders. The Issuer does not assume any liability that the preliminary remarks contained in this Request for Vote contain all of the information that is necessary or appropriate for a decision on the resolution proposals.

This Request for Vote is not meant to replace an individual review and evaluation of the resolution items and a further assessment of the legal, economic, financial and other circumstances of the Issuer by each and every Noteholder. Each Noteholder should base its decision on the vote on the proposed resolutions in the Vote without Meeting not solely on this Request for Vote, but by considering all of the available information about the Issuer after consulting its own legal, tax and/or financial advisors.

This Request for Vote has been published in the Federal Gazette (in its German version only) and on the Issuer's website (<http://www.publity.de/en>) (in its German version and in this English version) since 11 October 2022 under the heading "Investor Relations" in the "Corporate bond" section. To the Issuer's knowledge, the information contained herein is up-to-date as of the date of publication unless stated otherwise, but may become inaccurate after the date of publication. Neither the Issuer nor its legal representatives, employees, advisors or agents assume any

obligation to update the information contained in this Request for Vote or to provide additional information on circumstances after the date of publication of this Request for Vote.

Neither the Issuer nor any of its legal representatives, employees, advisors or agents, nor any other person assume any liability in connection with the preliminary remarks of this Request for Vote. In particular, they shall not be liable for any damage arising directly or indirectly in connection with the use of the information contained in the preliminary remarks of this Request for Vote, especially not for damage arising from investment decisions made on the basis of the information in the preliminary remarks of this Request for Vote or damage caused by the incorrectness or incompleteness of the information contained in the preliminary remarks of this Request for Vote.

The preliminary remarks of this Request for Vote (see section I below) contain certain forward-looking statements. Forward-looking statements are all statements that are not related to historical facts or events. This applies in particular to statements concerning the Issuer's intentions, opinions or current expectations regarding its future financial viability, plans, liquidity, prospects, growth, strategy and profitability and the economic parameters to which the Issuer is exposed. Forward-looking statements are based on current assessments and assumptions to the best of the Issuer's knowledge. However, such forward-looking statements are subject to risks and uncertainties, as they relate to future events and are based on assumptions that might not occur in the future.

I. Preliminary Remarks

- (i) The Issuer has issued the Notes in 2020 by way of a public offering and by way of private placements. Currently, Notes in a total principal amount of EUR 77,756,000.00 are outstanding.

The nominal interest rate of the Notes is currently 5.5% p.a. in accordance with § 2 (a) of the terms and conditions of the publicly-Bond 2020/2025 (the "Bond Terms"). Interest is payable annually in arrears on 19 June of each year.

Pursuant to § 3 (a) of the Bond Terms, the Notes are due for redemption on 19 June 2025 at 100% of their principal amount (plus accrued interest), to the extent the Bonds have not previously been redeemed or repurchased and cancelled.

In addition, under § 3 (b) of the Bond Terms, the Issuer is entitled to repay the Notes in full or in part as early as on 19 June 2023. In the event of such repayment from 19 June 2023 to 18 June 2024, the repayment amount shall be 102% of the terminated nominal amount and in the event of repayment from 19 June 2024 to 18 June 2025, 101% of the terminated nominal amount (in each case plus accrued interest).

In view of the intended further growth, further development and, in particular, the intended expansion of the real estate portfolio of its group of companies, the Issuer plans to issue another corporate bond in the fourth quarter of 2022 or in the first quarter of 2023,

presumably also with a volume of up to EUR 100,000,000.00 and a five-year term, but with an expected interest rate of 6.25% p.a. According to the planned five-year maturity, the new bond would be due for repayment in the fourth quarter of 2027 or in the first quarter of 2028. The Issuer currently aims at issuing the new bond on 19 December 2022, so that it would be due for repayment on 19 December 2027 (the "**publity-Bond 2022/2027**").

The remaining terms and conditions of the publity-Bond 2022/2027 shall essentially correspond to the terms and conditions of the publity-Bond 2020/2025.

In order to ensure a financing structure that is as uniform as possible in this respect, in particular with regard to the repayment of and interest on both corporate bonds, the Issuer would like to propose to the Noteholders that the terms and conditions of both corporate bonds be harmonized. Against this background, (i) the term of the publity-Bond 2020/2025 shall be extended to 19 December 2027 and (ii) in return, the interest rate of the publity-Bond 2020/2025 shall be increased to 6.25% p.a. with effect from 19 June 2023 (i.e. with the start of the next interest period) and (iii) the provisions on the Issuer's termination right pursuant to § 3 (b) of the Bond Terms (early redemption at the option of the Issuer) shall be adjusted in time to the extended term.

In addition, the name of the publity-Bond 2020/2025 shall be changed to "publity-Bond 2020/2027" due to the then extended term.

All amendments proposed in this Request for Vote shall also take effect irrespective of whether or when the planned (further) publity-Bond 2022/2027 is actually issued.

- (ii) In the course of the Vote without Meeting, an update of the change of control clause in § 7 (c) of the Bond Terms shall also be made.

§ 7 (c) of the Bond Terms contains a definition of the term "Permitted Person" which is intended to exclude the occurrence of a change of control pursuant to § 7 (a) of the Bond Terms (and a related termination right of the Noteholders) in such cases in which a potential change of control would be triggered by the then majority shareholder of the Issuer, Mr. Thomas Olek, or a company that is directly or indirectly controlled by Mr. Olek. In particular, it should not constitute a change of control within the meaning of the Bond Terms if Mr. Olek exceeds the 50 percent shareholding threshold at a later point in time, after he may no longer have held a majority shareholding in the Issuer in the meantime. Currently, Mr. Olek's (indirect) shareholding in the Issuer amounts to approximately 48%. Accordingly, the aforementioned provision is of potential relevance.

Due to structural changes, the Issuer would like to propose an adjustment or update of the definition of the term "Permitted Person".

For example, TO-Holding GmbH changed its form at the beginning of October 2022 into a stock corporation under the name of Neon Equity AG. Mr. Olek continues to be the majority shareholder of Neon Equity AG - directly or possibly, at the time of the Vote without Meeting, indirectly via TO Holding 1 GmbH (Frankfurt am Main, HRB 120784 Local Court of Frankfurt am Main), which he controls (as sole shareholder). Against this

background, Neon Equity AG shall replace TO-Holding GmbH in the definition of the term "Permitted Person" in § 7 (c) of the Bond Terms and, in addition, TO Holding 1 GmbH shall also be included in the definition.

Furthermore, TO Holding 2 GmbH has been operating under the name of PBL Capital GmbH since mid-2020 and has relocated its registered office to Irschenberg, so that a corresponding adjustment shall be made in the definition of the term "Permitted Person" in § 7 (c) of the Bond Terms.

- (iii) Finally, the change of the principal paying agent from KAS Bank N.V. - German Branch, Frankfurt am Main, to Quirin Privatbank AG, Berlin, already announced in March 2021, shall be (declaratively) followed up in § 10 (a) of the Bond Terms.
- (iv) In advance of the Vote without Meeting, the Company has secured the support of Neon Equity AG, which is one of the principal shareholders of the Issuer and holds Notes of the publicity-Bond 2020/2025 in a total nominal value of EUR 60 million. (Possibly indirect) majority shareholder of Neon Equity AG is Mr. Olek.
- (v) The vote on the resolutions will be conducted pursuant to the Bond Terms of the publicity-Bond 2020/2025 in accordance with Section 18 of the German Debenture Act (*Schuldverschreibungsgesetz*, "**SchVG**") as a Vote without Meeting.

II. Subjects of the Vote without Meeting and Resolution Proposal

The Issuer submits the following resolution proposals to the Noteholders and puts them to a vote.

1. Resolution on the change of the name of the publicity-Bond 2020/2025, the extension of the term, the increase of the interest rate as well as the adjustment of the right of the Issuer to terminate the bonds (early redemption at the option of the Issuer)

The Issuer proposes to pass the following resolution:

“The Bond Terms are amended as follows:

- a) The title is amended and recast as follows:

publity AG
Frankfurt am Main
publity-Anleihe 2020/2027
publity-Bond 2020/2027

- b) § 1 (a) is amended and recast as follows:

- (a) Die Emission der publity AG, Frankfurt am Main, (die „**Emittentin**“) von
- (a) The issue by publity AG, Frankfurt am Main (the "**Issuer**") of bonds in

Schuldverschreibungen im Gesamtnennbetrag von bis zu

€ 100.000.000,00

(in Worten: Euro einhundert Millionen),

ist in untereinander gleichrangige, auf den Inhaber lautende Schuldverschreibungen (die „**Schuldverschreibungen**“ und jeweils eine „**Schuldverschreibung**“) im Nennbetrag von je € 1.000,00 (der „**Nennbetrag**“) eingeteilt (insgesamt die „**publity-Anleihe 2020/2027**“).

the aggregate principal amount of up to

€ 100,000,000.00

(in words: Euro one hundred million)

is divided into bonds in bearer form (the "**Bonds**" and each a "**Bond**") with a principal amount of € 1,000.00 (the "**Principal Amount**") each, which rank *pari passu* among themselves (collectively the "**publity-Bond 2020/2027**").

c) § 2 (a) is amended and recast as follows:

(a) Die Schuldverschreibungen werden ab dem 19. Juni 2020 mit 5,5 % jährlich auf ihren Nennbetrag verzinst; der Zinssatz erhöht sich ab dem 19. Juni 2023 auf jährlich 6,25 %. Die jeweiligen Zinsen sind nachträglich am 19. Juni eines jeden Jahres und letztmalig am Endfälligkeitstag (jeweils ein „**Zinszahlungstag**“) zu zahlen, erstmals am 19. Juni 2021.

(a) The Bonds will bear interest on their Principal Amount at a rate of 5.5% per annum as from 19 June 2020; the interest rate shall increase to 6.25% per annum as from 19 June 2023. The respective interest is payable in arrear on 19 June of each year and for the last time on the Maturity Date (each an "**Interest Payment Date**"), starting on 19 June 2021.

d) § 2 (e) is amended and recast as follows:

(e) Sind Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen, so werden sie auf der Grundlage der tatsächlich verstrichenen Tage einer Zinsperiode geteilt durch die tatsächliche Anzahl der Tage desjenigen Jahres (365 Tage bzw. 366 Tage (Schaltjahr)), in dem die betreffende

(e) Where interest is to be calculated for a period shorter than one year, it is calculated on the basis of the days actually elapsed in an Interest Period divided by the actual number of days in the year (365 days or (leap year) 366 days) in which the relevant Interest Period ends (ICMA actual/actual).

Zinsperiode endet, berechnet (ICMA actual/actual).

„**Zinsperiode**“ bezeichnet den Zeitraum vom 19. Juni 2020 (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach jeden Zeitraum von einem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich).

"**Interest Period**" means the period from (and including) 19 June 2020 to (but excluding) the first Interest Payment Date, and subsequently each period from (and including) a given Interest Payment Date to (but excluding) the next Interest Payment Date.

e) § 3 (a) is amended and recast as follows:

(a) Die Schuldverschreibungen werden am 19. Dezember 2027 (der „**Endfälligkeitstag**“) zu 100 % ihres Nennbetrags zuzüglich aufgelaufener Zinsen zurückgezahlt, soweit sie nicht vorher zurückgezahlt oder zurückgekauft und entwertet worden sind.

(a) To the extent the Bonds have not previously been redeemed or repurchased and cancelled they will be redeemed at 100% of their Principal Amount plus accrued interest on 19 December 2027 (the "**Maturity Date**").

f) § 3 (b) is amended and recast as follows:

(b) Die Emittentin ist berechtigt, sämtliche Schuldverschreibungen, insgesamt oder teilweise (also in Höhe des vollen Nennbetrags oder eines Teilnennbetrags je Schuldverschreibung), durch Mitteilung an die Anleihegläubiger gemäß § 11 unter Einhaltung einer Frist von mindestens 30 und höchstens 60 Tagen mit Wirkung zu einem von der Emittentin in eigenem Ermessen festzulegenden Kündigungstermin, frühestens jedoch zum 19. Dezember 2025 (24:00 Uhr), zu kündigen. Im Falle einer solchen Kündigung hat die Emittentin die Schuldverschreibungen bzw. den gekündigten Teilbetrag der Schuldverschreibungen an dem Kündigungstermin zum Wahl-Rückzahlungsbetrag

(b) The Issuer may, on giving no less than 30 and no more than 60 days' prior notice to the bondholders in accordance with § 11, terminate the Bonds, in whole or in part (i.e. in the full Principal Amount or a portion of the Principal Amount per Bond), with effect from a termination date to be determined at the discretion of the Issuer, however at the earliest on 19 December 2025 (24:00 hours). In the event of such termination, the Issuer will redeem the Bonds or the terminated portion of the Principal Amount per Bond on the termination date at the Early Redemption Amount (as defined below) plus interest accrued on the Bonds or on the terminated

(wie nachstehend definiert) zuzüglich der auf die Schuldverschreibungen bzw. den gekündigten Teilbetrag der Schuldverschreibungen aufgelaufenen Zinsen zurückzuzahlen.

„Wahl-Rückzahlungsbetrag“ bezeichnet:

| Kündigungstermin | Wahl-Rückzahlungsbetrag |
|---|--|
| 19. Dezember 2025 bis 18. Dezember 2026 | 102 % des gekündigten Nennbetrags bzw. Teilnennbetrags |
| 19. Dezember 2026 bis 18. Dezember 2027 | 101 % des gekündigten Nennbetrags bzw. Teilnennbetrags |

Die Mitteilung der Kündigung hat sich auf sämtliche Schuldverschreibungen zu beziehen und den von der Kündigung betroffenen (Teil-)Nennbetrag sowie den Kündigungstermin und den Wahl-Rückzahlungsbetrag anzugeben.

g) Uniformity of the adoption of resolutions

All sub-items a) through g) of this resolution constitute a single resolution proposal because they are substantively related to each other. Therefore, only a single vote will be taken on the entire resolution proposal.”

2. Resolution on the adjustment of § 7 (c) of the Bond Terms

The Issuer proposes to pass the following resolution:

“The definition of "Permitted Person" in § 7 (c) is amended and recast as follows:

portion of the Principal Amount per Bond.

"Early Redemption Amount" means:

| Termination date | Early Redemption Amount |
|--------------------------------------|--|
| 19 December 2025 to 18 December 2026 | 102% of the terminated Principal Amount or portion thereof |
| 19 December 2026 to 18 December 2027 | 101% of the terminated Principal Amount or portion thereof |

The termination notice must relate to all Bonds and state the Principal Amount (or portion thereof) subject to termination, the termination date and the Early Redemption Amount.

„**Zulässiger Inhaber**“ meint jeweils die Neon Equity AG (Frankfurt am Main), die PBL Capital GmbH (Irschenberg) und die TO Holding 1 GmbH (Frankfurt am Main) sowie jede andere Person, die, jeweils unmittelbar oder mittelbar, von der Neon Equity AG und/oder der PBL Capital GmbH und/oder der TO Holding 1 GmbH kontrolliert wird oder (alleine oder gemeinsam mit weiteren Personen) die Neon Equity AG und/oder die PBL Capital GmbH und/oder die TO Holding 1 GmbH kontrolliert oder mit der Neon Equity AG und/oder der PBL Capital GmbH und/oder der TO Holding 1 GmbH unter gemeinsamer Kontrolle steht.

"**Permitted Person**" shall mean, in each case, Neon Equity AG (Frankfurt am Main), PBL Capital GmbH (Irschenberg) and TO Holding 1 GmbH (Frankfurt am Main) as well as any person (in each case directly or indirectly) controlled by, controlling (alone or in concert with other persons) or under common control with, Neon Equity AG and/or PBL Capital GmbH and/or TO Holding 1 GmbH."

3. Resolution on the (declarative) amendment of the Bond Terms as a result of the change of the Principal Paying Agent

The Issuer proposes to pass the following resolution:

“§ 10 (a) is amended and recast as follows:

- (a) Die Quirin Privatbank AG, Berlin, ist die Hauptzahlstelle (die „**Hauptzahlstelle**“, gemeinsam mit etwaigen von der Emittentin nach § 10(b) bestellten zusätzlichen Zahlstellen, die „**Zahlstellen**“).

Die Geschäftsräume der Hauptzahlstelle befinden sich unter der folgenden Adresse:

Kurfürstendamm 119, 10711 Berlin.

Jede Zahlstelle ist von den Beschränkungen des § 181 BGB und etwaigen gleichartigen Beschränkungen des

- (a) Quirin Privatbank AG, Berlin, will be the principal paying agent (the "**Principal Paying Agent**", and together with any additional paying agent appointed by the Issuer in accordance with § 10(b), the "**Paying Agents**").

The address of the specified offices of the Principal Paying Agent is:

Kurfürstendamm 119, 10711 Berlin, Germany.

Each Paying Agent will be exempt from the restrictions set forth in section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB) and

anwendbaren Rechts anderer Länder befreit.

Auf keinen Fall dürfen sich die Geschäftsräume einer Zahlstelle in den Vereinigten Staaten befinden.

„**Vereinigte Staaten**“ bezeichnet die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

similar restrictions imposed by the applicable law of other countries.

In no event may the business premises of any Paying Agent be within the United States.

"**United States**" means the United States of America (including the States thereof and the District of Columbia) and its territories (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands)."

4. *Approval of the Issuer*

The Issuer approves to the above resolution proposals.

III. Notes and Instructions on the Procedure of the Vote without Meeting

1. *Legal Basis for the Vote without Meeting, Quorum and Majority Requirement*

Pursuant to § 14 (a) of the Bond Terms, the Issuer may amend the Bond Terms with the consent of a majority of the Noteholders in accordance with sections 5 et seq. of the German Debenture Act (*Schuldverschreibungsgesetz*, "**SchVG**") as amended from time to time.

The Noteholders may pass resolutions pursuant to § 14 (c) of the Bond Terms either at a noteholders' meeting in accordance with sections 5 et seq. SchVG or by way of a vote without a meeting in accordance with sections 18 and 5 et seq. SchVG.

Pursuant to section 18 para. 1 in conjunction with section 15 para. 3 sentence 1 SchVG, in the case of a vote without meeting, the quorum in relation to any resolution item is only met if the participating Noteholders, in terms of value, represent at least half of the outstanding Notes.

The resolution pursuant to the resolution proposal in section II item 1 in its entirety and the resolution pursuant to the resolution proposal in section II item 2 of this Request for Vote require a qualified majority of at least 75% of the voting rights participating in the vote in order to be valid (§ 14 (b) sentence 2 of the Bond Terms). The resolution pursuant to the resolution proposal in section II item 3 of this Request for Vote requires a simple majority of the voting rights participating in the vote in order to be valid (§ 14 (b) sentence 1 of the Bond Terms).

In the event that the Vote without Meeting does not achieve the required quorum, the Issuer hereby already points out that it intends, if necessary, to convene a so-called second meeting pursuant to section 18 para. 1 in conjunction with section 15 para. 3 sentence 2 SchVG for the purposes of a renewed vote on the resolutions. Such second meeting would have a quorum in relation to the resolution proposals set forth in section II items 1 and 2 of this Request for Vote if the present Noteholders, in terms of value, represent at least 25% of the outstanding Notes. In relation to the resolution proposal set forth in section II item 3, no quorum is required at the second meeting.

2. *Legal Consequences if the Resolutions are Adopted*

To the extent the Noteholders validly adopt the resolutions set forth in section II of this Request for Vote, this leads, in particular, to the legal consequence that the resolutions of the Noteholders adopted by the required majority are equally binding for all Noteholders, even for those who did not participate in the Vote or voted against the respective resolution proposal.

3. *Procedure and Type of Vote*

In accordance with section 18 para. 2 SchVG, the Vote without Meeting will be held by the Notary Dr. Johannes Beil (with official office in Hamburg) (the “**Supervisor**”).

Noteholders who wish to participate in the vote, must cast their votes in the period commencing on Wednesday, 26 October 2022, 0:00 hours (CEST), and ending on Friday, 28 October 2022, 24:00 hours (CEST), (the “**Voting Period**”) in text form (section 126b BGB) to the Supervisor at the address listed below (“**Vote**”). A Vote is deemed submitted upon receipt by the Supervisor.

Votes that are not received by the Supervisor within the Voting Period, i.e. received too early or too late, will not be considered.

Votes can be submitted by mail, telefax or e-mail or otherwise in text form to the following address:

Notary Dr. Johannes Beil
Notariat Bergstrasse
- Supervisor -
"publity-Bond 2020/2025: Vote without Meeting"
Bergstrasse 11, 20095 Hamburg, Federal Republic of Germany
Phone: +49 (0) 40 302006 887
Telefax: +49 (0) 40 302006 675
E-mail: publity@notariat-bergstrasse.de

The following documents must be attached to the form for vote submission, unless such supporting documents have been previously submitted or are delivered prior to the end of the Voting Period:

- a) Proof of eligibility to participate in the form of a Special Confirmation and a Blocking Notice of the custodian bank (as defined in item 5 below); and
- b) a power of attorney in accordance with the provisions in item 6 below, if the Noteholder is represented by a third party in the Vote without Meeting.

In order to expedite the procedure and the determination of the outcome of the Vote, it is requested that the aforementioned documents (with the exception of the form for vote submission) be sent to the Supervisor at the earliest convenience prior to the commencement of the Voting Period.

Furthermore, representatives of Noteholders who are legal entities or partnerships under German law or under foreign law must evidence their powers of representation by presenting a current excerpt from the relevant register or by means of another, equivalent certification in accordance with the provisions of item 6 below.

If Noteholders are represented by legal representatives (e.g. a child by its parents, a ward by its guardian) or by an official administrator (e.g. an insolvency debtor by the appointed insolvency administrator), the legal representative or official administrator must evidence its powers of representation in accordance with the provisions of item 6 below.

To facilitate and expedite the counting of votes, Noteholders are requested to use the form for vote submission ("**Form for Vote Submission**") which is available on the Issuer's website (<http://www.publity.de/en>) under the heading "Investor Relations" in the "Corporate bond" section since the date of publication of this Request for Vote. However, the effectiveness of a Vote does not depend on the use of the Form for Vote Submission. The Form for Vote Submission will also include any countermotions and/or requests for an additional resolution item that are filed in due form and in due time. If the Supervisor or the Issuer receives timely and duly filed countermotions and/or requests for an additional resolution item, the Form for Vote Submission will be updated accordingly without undue delay.

The voting result is determined by the addition method. In the addition method, only the Yes votes and the No votes are counted. All votes duly cast in the Voting Period and accompanied by the required supporting documents will be considered.

4. *Voting Right*

Each Noteholder participates in the Vote without Meeting on the basis of the nominal amount of the outstanding Notes held by it, or the notional share of its entitlement to the outstanding Notes of the publity-Bond 2020/2025. Section 6 SchVG applies.

5. *Eligibility to Participate, Proof of Ownership and Blocking Notice*

Noteholders must prove their eligibility to participate in the Vote without Meeting pursuant to § 14 (c) (ii) of the Bond Terms at the latest by the end of the Voting Period. This requires, in text form (section 126b BGB), submission of a current confirmation of the custodian bank confirming ownership of the Notes in accordance with item a) below ("**Special Confirmation**") and a blocking notice in accordance with item b) below ("**Blocking Notice**");

a) Special Confirmation

The required Special Confirmation is a certificate issued by the custodian bank of the respective Noteholder which (i) states the full name and address of the Noteholder and (ii) specifies the aggregate principal amount of Notes credited on the date of such statement to such Noteholder's securities accounts maintained with its custodian bank.

b) Blocking Notice

The required Blocking Notice of the custodian bank is a notice stating that the relevant Notes are not transferable from and including the day the Vote by the respective Noteholder has been cast until and including the day the Voting Period ends.

Noteholders should contact their custodian bank with respect to the issuance of the Special Confirmation and the Blocking Notice.

Noteholders who fail to present or to submit the Special Confirmation or the Blocking Notice by the end of the Voting Period will not be eligible to vote. In these cases, authorized representatives of such Noteholders cannot exercise voting rights either.

A sample form for the Special Confirmation and Blocking Notice, which may be used by the custodian bank, is available on the Issuer's website (<http://www.publity.de/en>) under the heading "Investor Relations" in the "Corporate bond" section.

6. *Representation by Authorized Representatives or Legal Representatives*

Each Noteholder may be represented in the Vote by an authorized representative of its choice (section 14 SchVG in conjunction with section 18 para. 1 SchVG).

The voting right can be exercised by the authorized representative. The power of attorney and any instructions to the authorized representative by the principal must be issued in text form (section 126b BGB). A form which can be used to grant a power of attorney is available on the Issuer's website (<http://www.publity.de/en>) under the heading "Investor Relations" in the "Corporate bond" section.

The power of attorney must be evidenced towards the Supervisor at the latest by the end of the Voting Period by submitting the power of attorney in text form. In the case of a Vote by an authorized representative, a Special Confirmation and a Blocking Notice relating to the principal must also be submitted by the end of the Voting Period at the latest. Furthermore, to the extent applicable, also the principal's power of representation must be evidenced to the Supervisor in accordance with the following two paragraphs.

Representatives of Noteholders who are legal entities or partnerships under German law (for example a stock corporation (*Aktiengesellschaft*) a limited liability company (*Gesellschaft mit beschränkter Haftung – GmbH*), an entrepreneurial company (*Unternehmergesellschaft*), a limited partnership (*Kommanditgesellschaft*), a general partnership (*Offene Handelsgesellschaft*) or civil-law partnership (*GbR*)) or under foreign law (for example a limited company under English law) must evidence their powers of representation no later than by the end of the Voting Period. This may be done by submitting a current excerpt

from the relevant register (for example commercial register, register of associations) or by means of another, equivalent certificate (for example certificate of incumbency, secretary certificate).

If Noteholders are represented by legal representatives (e.g. a child by its parents, a ward by its guardian) or by an official administrator (e.g. an insolvency debtor by the appointed insolvency administrator), the legal representative or the official administrator must evidence its statutory power of representation in adequate form (e.g. by means of a copy of the civil status documents or the warrant of appointment) no later than by the end of the Voting Period.

7. *Countermotions and Requests for Additional Resolution Items*

Each Noteholder is entitled to submit its own resolution proposals with respect to the subjects of the resolutions which are to be adopted in accordance with this Request for Vote ("**Countermotion**"). Countermotions should be submitted in sufficient time so that they can be published on the Issuer's website prior to the start of the Voting Period. If a Noteholder announces a Countermotion prior to the start of the Voting Period, the Issuer will, without undue delay, make available such Countermotion on the Issuer's website (<http://www.publity.de/en>) under the heading "Investor Relations" in the "Corporate bond" section until the start of the Voting Period.

Noteholders whose Notes together amount to at least 5% of the outstanding Notes of the publity-Bond 2020/2025 can request that new items are announced for the adoption of a resolution ("**Request for an Additional Resolution Item**"). The Request for an Additional Resolution Item must be received by the Issuer or the Supervisor in such a timely manner that it can be published in the Federal Gazette (*Bundesanzeiger*) no later than on the third day prior to the start of the Voting Period. Given that a notice must be sent to the Federal Gazette (*Bundesanzeiger*) no later than two publication days prior to publication and that publications in the Federal Gazette (*Bundesanzeiger*) take place only on working days, the Noteholders are requested to communicate any Requests for an Additional Resolution Item by 18 October 2022 at the latest. The Issuer will publish the expanded agenda no later than three days before the start of the Voting Period in the Federal Gazette (*Bundesanzeiger*) and on the Issuer's website (<http://www.publity.de/en>) under the heading "Investor Relations" in the "Corporate bond" section.

Countermotions and Requests for an Additional Resolution Item must be addressed to the Issuer or the Supervisor and may be submitted by mail, telefax or e-mail or otherwise in text form to the Supervisor or the Issuer at one of the following addresses:

publity AG
Mr. Stephan Kunath
"publity-Bond 2020/2025: Vote without Meeting"
Opernturm, Bockenheimer Landstraße 2–4,
60306 Frankfurt am Main, Federal Republic of Germany
Phone: +49 (0) 341 26 17 87 15
Telefax: +49 (0) 341 26 17 87 31
Email: s.kunath@publity.de

or

Notary Dr. Johannes Beil
Notariat Bergstrasse
- Supervisor -
"publity-Bond 2020/2025: Vote without Meeting"
Bergstrasse 11, 20095 Hamburg, Federal Republic of Germany
Phone: +49 (0) 40 302006 887
Telefax: +49 (0) 40 302006 675
E-mail: publity@notariat-bergstrasse.de

Any Countermotion and/or Request for an Additional Resolution Item must be accompanied by a Special Confirmation (see item 5 above). In the case of a Request for an Additional Resolution Item, the Noteholders who request that an additional item is put to resolution must also evidence that they individually or jointly represent 5% of the outstanding Notes. If Noteholders submit Countermotions and/or Requests for an Additional Resolution Item through authorized representatives, proof of the power of attorney must be provided in accordance with item 6 above.

8. Documents

From the date of publication of this Request for Vote until the end of the Voting Period, the following documents (with German as the binding language) are available to the Noteholders on the Issuer's website (<http://www.publity.de/en>) under the heading "Investor Relations" in the "Corporate bond" section:

- a) this Request for Vote;
- b) the current Bond Terms of the publity-Bond 2020/2025;
- c) the future Bond Terms of the publity-Bond 2020/2025 in a version changed in accordance with the resolution proposals;
- d) a compare version between the current and the future Bond Terms of the publity-Bond 2020/2025;
- e) the Form for Vote Submission (the already published form will be updated if necessary, in particular in cases of Requests for Additional Resolution Items or Countermotions);

- f) the form to grant power of attorney to third parties; and
- g) the sample form for the Special Confirmation and the Blocking Notice.

Upon request of a Noteholder, copies of the aforementioned documents will be sent to such Noteholder free of charge. The request must be sent by mail, telefax or e-mail to:

publity AG
Mr. Stephan Kunath
"publity-Bond 2020/2025: Vote without Meeting"
Opernturm, Bockenheimer Landstraße 2–4,
60306 Frankfurt am Main, Federal Republic of Germany
Phone: +49 (0) 341 26 17 87 15
Telefax: +49 (0) 341 26 17 87 31
Email: s.kunath@publity.de

IV. Statement with respect to Notes held by the Issuer

At the date of the publication of this Request for Vote, the Issuer holds Notes of the publity-Bond 2020/2025 in a total nominal value of EUR 22,244,000.00. With respect to these Notes, section 6 para. 1 sentences 2 through 4 SchVG and section 15 para. 3 sentence 4 SchVG apply. Should the Issuer (directly or indirectly) acquire further Notes of the publity-Bond 2020/2025 prior to the end of the Voting Period, section 6 para 1 sentences 2 through 4, section 15 para 3 sentence 4 SchV apply with respect also to such Notes.

Frankfurt am Main, October 2022

publity AG
The Board of Management
Frank Schneider and Stephan Kunath

The Supervisor hereby also requests the Noteholders of the publicly-Bond 2020/2025 to submit their votes in a Vote without Meeting to the Supervisor in text form (section 126b BGB) within the period commencing on Wednesday, 26 October 2022, 0:00 hours (CEST), and ending on Friday, 28 October 2022, 24:00 hours (CEST), in accordance with the above Request for Vote, and puts to a Vote the resolutions proposed by the Issuer in section II of the Request for Vote.

Hamburg, October 2022

Dr. Johannes Beil

– Notary –