

## Corestate Capital Holding S.A.

### Schedule 1 to Convening Notice (Annual General Meeting 2018)<sup>1</sup>

#### **9. ANNUAL GENERAL MEETING OF THE SHAREHOLDERS - OTHER MEETINGS.**

The annual General Meeting shall be held, in accordance with Luxembourg law, in Luxembourg at the address of the registered office of the Company or at such other place within the municipality of the registered office, and at such date and time as specified in the convening notice (the **Convening Notice**) of the meeting, ~~on the last Friday of April of each year at 10.00 a.m. Luxembourg time. If such a day is not a business day in Luxembourg, the annual General Meeting shall be held on the following business day, at the same hour.~~

Other General Meetings may be held at such a place and time as are specified in the respective Convening Notices.

#### **11.2 Minimum number of members of the Management Board and term of office**

The Management Board must be composed of at least two members. However, for so long as the Company has a Sole Shareholder or has a share capital of less than EUR 500,000 (five hundred thousand Euros), the Company may be managed by a sole director (the **Sole Director**).

The members of the Management Board or the Sole Director, as applicable shall be elected for a term ~~ending on the last day of the third calendar year following the calendar year in which the member of the Management Board is appointed~~ not exceeding four (for example, if a member of the Management Board is appointed during the calendar year 2015, his mandate shall end on 31 December 2018); 4) years.

~~The Sole Director shall be elected for a term ending on (a) 30 September of the calendar year in which the Sole Director is appointed if the Sole Director is appointed before 30 September of that calendar year (for example, if the Sole Director is appointed before 30 September 2015, his mandate shall end on 30 September 2015) or (b) 31 December of the calendar year in which the Sole Director is appointed if the Sole Director is appointed after 30 September and before 31 December of that calendar year.~~

The members of the Management Board and the Sole Director shall be eligible for reappointment.

#### **11.4 Appointment, removal and co-optation**

The members of the Management Board or the Sole Director shall be appointed by the Supervisory Board. The Supervisory Board shall also determine the number of members of the Management Board, their remuneration (including any variable remuneration under any form, and also including, for the avoidance of doubt, the terms of any incentive plan, including any stock option plans, and related option agreements or any similar agreements), the terms of their office (including without limitation any notice period regarding their resignation) and any other terms of their mandate which may be set out in a management agreement. A member of the Management Board or the Sole Director may be removed with or without cause and/or replaced, at any time, by a resolution adopted by the Supervisory Board.

The chief executive officer of the Company shall be consulted by the chairman of the Supervisory Board prior to any resolution for any changes in the composition of the Management Board or

---

<sup>1</sup> Document superseding the document published on our website prior to 11 April 2018 with a view to correct immaterial inconsistencies with the convening notice

changes in the allocation of responsibilities under the business plan (*Geschäftsverteilungsplan*) of the Company amongst members of the Management Board contemplated by the Supervisory Board.

In the event of one or more vacancy in the office of members of the Management Board because of death, resignation or otherwise, the remaining members of the Management Board may appoint one or more members of the Management Board, as the case may be, to fill any such vacancy until the following meeting of the Supervisory Board.

## 12.4 Proceedings

### (c) Casting vote of Chairman

In the case of a tied vote, the Chairman or the chairman pro tempore, as the case may be, shall ~~not~~ have a casting vote.

## 16. DELEGATION OF POWERS OF THE MANAGEMENT BOARD.

### ~~16.1 Daily management~~

~~The Management Board shall not appoint any person as daily manager (délégué à la gestion journalière).~~

### ~~16.2~~ 16.1 Permanent representative of the Company

The Management Board may appoint a person, who may be a shareholder or not, and who may be a director or not, to the exclusion of any member of the Supervisory Board, as permanent representative for any entity in which the Company is appointed as a member of the board of directors. This permanent representative will act with all discretion, in the name and on behalf of the Company, and may bind the Company in its capacity as a member of the board of directors of any such entity.

### ~~16.32~~ Delegation to perform specific functions and committees

The Management Board is also authorised to appoint a person, either a director or not, to the exclusion of any member of the Supervisory Board, for the purposes of performing specific functions at every level within the Company.

The Management Board may also appoint committees or sub-committees in order to deal with specific tasks, to advise the Management Board or to make recommendations to the Management Board and/or, as the case may be, the General Meeting, the members of which may be selected either from among the members of the Management Board or not, to the exclusion of any member of the Supervisory Board.

## 18.5 Remuneration

The chairman of the Supervisory Board shall be entitled to an annual fee in a gross amount of ~~EUR 50,000~~ sixty thousand Euro (EUR 60,000) and the deputy chairman of the Supervisory Board shall be entitled to an annual fee in a gross amount of ~~EUR 37,500~~ fifty thousand Euro (EUR 50,000).

Each other member of the Supervisory Board shall be entitled to an annual fee in a gross amount of forty thousand Euro (EUR 40,000).

The chairman of the audit committee of the Company and the chairman of any other committee of the Company that may exist from time to time, shall be entitled to an additional annual fee in a gross amount of ten thousand Euro (EUR 10,000).

The annual fee shall be payable (after deduction of all applicable taxes) in a single lump sum within ~~10~~ten (10) days after the end of each financial year.

In addition to the annual fee, each member of the Supervisory Board shall be entitled to seven hundred fifty Euro (EUR 750-) for each meeting such member attends in person (physically or via phone). The Supervisory Board Members shall further be reimbursed of all reasonable and properly documented costs incurred as part of their mandate and benefit from a market-standard D&O insurance.

The General Meeting may resolve upon additional fee arrangements for Supervisory Board members.