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Not for general distribution, directly or indirectly, in whole or in part, in or into the United States of America.

Hinweis / Important Notice

Inhaber der EUR 300.000.000 Schuldverschreibungen 2018 / 2023 (die "2023 Schuldverschreibung") der Corestate Capital Holding S.A. (die "Gesellschaft") sollten die nachfolgenden Hinweise beachten.

Holders of the EUR 300,000,000 notes 2018 / 2023 (the "2023 Notes") of Corestate Capital Holding S.A. (the "Company") should take note of the instructions set out below.

Diese Einladung (die "**Einladung**") zur Gläubigerversammlung der Inhaber der 2023 Schuldverschreibungen (die "**Gläubigerversammlung**") stellt weder ein Angebot zum Verkauf noch ein Angebot oder eine Aufforderung zum Erwerb, Kauf oder zur Zeichnung von Wertpapieren dar.

*This invitation (the "**Invitation**") to a noteholders' meeting of the holders of the 2023 Notes (the "**Noteholders' Meeting**") constitutes neither an offer to sell nor an offer or a solicitation to acquire, purchase or subscribe for securities.*

Wertpapiere dürfen in den Vereinigten Staaten von Amerika nicht angeboten oder verkauft werden, es sei denn, sie sind nach dem United States Securities Act von 1933 in der jeweils gültigen Fassung (der "**Securities Act**") registriert oder sie werden in einer Transaktion angeboten oder verkauft, die von einer solchen Registrierung befreit ist oder ihr nicht unterliegt. Die Wertpapiere der Gesellschaft wurden und werden nicht nach dem Securities Act registriert.

*Securities may not be offered or sold in the United States of America unless they are registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or are offered or sold in a transaction exempt from, or not subject to, such registration. The securities of the Company have not been and will not be registered under the Securities Act.*

Diese Einladung richtet sich nicht an Personen (a) in den Vereinigten Staaten von Amerika, es sei denn, es handelt sich um qualifizierte institutionelle Käufer (*qualified institutional buyer*) gemäß der Definition in Rule 144A des Securities Act oder um akkreditierte Anleger (*accredited investors*) gemäß der Definition in Rule 501(a) des Securities Act, die jeweils auch qualifizierte Erwerber (*qualified purchasers*) gemäß der Definition in Section 2(a)(51) und den Rules 2a51-1, 2a51-2 und 2a51-3 des United States Investment Company Act von 1940 in der jeweils gültigen Fassung (der "**Investment Company Act**") sind oder (b) außerhalb der Vereinigten Staaten von Amerika, die US-Personen (*U.S. persons*) gemäß der Definition in Regulation S des Securities Act sind.

This Invitation is not directed at persons (a) in the United States of America other than persons who are either qualified institutional buyers as defined in Rule 144A under the Securities Act or accredited

*investors as defined in Rule 501(a) under the Securities Act, in each case who are also qualified purchasers as defined in Section 2(a)(51) of, and Rules 2a51-1, 2a51-2 and 2a51-3 under, the United States Investment Company Act of 1940, as amended (the "**Investment Company Act**") or (b) outside the United States of America who are U.S. persons as defined in Regulation S under the Securities Act.*

Weder die United States Securities and Exchange Commission noch eine Wertpapieraufsichtsbehörde eines US-Bundesstaates hat im Zusammenhang mit der Gläubigerversammlung irgendwelche Wertpapiere genehmigt oder abgelehnt oder festgestellt, ob dieses Dokument richtig oder vollständig ist. Jede gegenteilige Behauptung ist eine Straftat in den Vereinigten Staaten von Amerika.

Neither the United States Securities and Exchange Commission nor any United States state securities commission has approved or disapproved of any securities in connection with the Noteholders' Meeting or determined if this document is accurate or complete. Any representation to the contrary is a criminal offence in the United States of America.

Die nachfolgenden Vorbemerkungen sowie sämtliche Ausführungen zum Hintergrund für die Einberufung und Erläuterung des Beschlussgegenstands in dieser Einladung ("**Ausführungen**") sind von der Gesellschaft freiwillig erstellt worden, um den Inhabern der 2023 Schuldverschreibungen ("**Anleihegläubiger**") die Hintergründe für die Beschlussgegenstände der Gläubigerversammlung und die konkreten Beschlussvorschläge zu erläutern. Die Gesellschaft übernimmt keine Gewähr gleich welcher Art dafür, dass die Ausführungen alle Informationen enthalten, die für eine Entscheidung über die Beschlussgegenstände erforderlich oder zweckmäßig sind. Diese Einladung enthält Aussagen, welche die zukünftige Entwicklung der Gesellschaft betreffen. Diese Aussagen beruhen auf gegenwärtigen Annahmen und Schätzungen, die nach bestem Wissen der Gesellschaft getroffen wurden. Solche in die Zukunft gerichteten Aussagen unterliegen jedoch Risiken und Ungewissheiten, da sie sich auf zukünftige Ereignisse beziehen und auf Annahmen basieren, die gegebenenfalls in der Zukunft nicht eintreten werden. Die tatsächlichen Ergebnisse können wesentlich von den Ergebnissen abweichen, die in den zukunftsgerichteten Aussagen angenommen wurden.

*The following preliminary remarks and any other of the remarks regarding the background for the convening of the Meeting and explanation of the resolutions to be passed (Hintergrund für die Einberufung und Erläuterung des Beschlussgegenstands) in this Invitation ("**Remarks**") have been drawn up voluntarily by the Company to outline the background of the resolutions to be passed at the Noteholders' Meeting and the concrete proposals for decision for the holders of the 2023 Notes ("**Noteholders**"). The Company shall not warrant in any way that the Remarks contain all information necessary or appropriate for deciding upon proposals for the resolutions. This Invitation contains statements concerning future developments of the Company. These statements are based on current assumptions and estimates made to the best knowledge of the Company. Such forward-looking statements are subject to risks and uncertainties as they relate to future events and are based on assumptions that may not occur in the future. Actual results may differ significantly from the results anticipated by those forward-looking statements.*

Diese Einladung ersetzt nicht eine eigenständige Prüfung und Bewertung der Beschlussgegenstände sowie eine weitere Prüfung der rechtlichen, wirtschaftlichen, finanziellen und sonstigen Verhältnisse der Gesellschaft durch jeden einzelnen Anleihegläubiger.

This Invitation does not replace an independent review and assessment of the resolutions as well as a further review of the Company's situation regarding legal, economic, financial and other matters by each individual Noteholder.

Diese Einladung wurde am 27. März 2023 im Bundesanzeiger und auf der Internetseite der Gesellschaft (<https://corestate-capital.com/de/gv2023/> unter der Rubrik "Aktionäre") veröffentlicht.

Die hierin enthaltenen Informationen sind nach Auffassung der Gesellschaft, soweit nicht anders angegeben, aktuell. Es ist weder beabsichtigt, noch übernimmt die Gesellschaft eine gesonderte Verpflichtung, die Angaben zu aktualisieren, um sie an Ereignisse oder Entwicklungen nach dem Datum dieser Einladung anzupassen.

This Invitation was published in the German Federal Gazette and on the Company's website (<https://corestate-capital.com/en/nhm2023/> under the section "Shareholders") on March 27, 2023. Unless otherwise stated, the information contained herein is, in the Company's judgement, up to date. It is neither intended nor does the Company assume any separate obligation to update the information to reflect events or developments after the date of this Invitation.

Für Richtigkeit und Vollständigkeit der Ausführungen besteht keine Gewähr oder anderweitige Garantie. Jegliche Haftung im Zusammenhang mit den Ausführungen ist ausgeschlossen. Insbesondere wird keine Haftung übernommen für Schäden, die mittelbar oder unmittelbar im Zusammenhang mit der Verwendung dieser Ausführungen, insbesondere Schäden, die auf Investitionsentscheidungen beruhen, die auf der Grundlage dieser Ausführungen oder ihres Inhalts getroffen wurden.

There is no guarantee or any other form of representation for the correctness and completeness of the Remarks. Any liability in connection with the Remarks is excluded. In particular, no liability is assumed for damages directly or indirectly related to the use of these Remarks especially damages resulting from investment decisions made based on the Remarks or their contents.

Diese Einladung gilt nicht in Rechtsordnungen, in denen es rechtswidrig wäre, solche Einladungen zu veröffentlichen oder zu erhalten. Die Verbreitung dieser Einladung könnte rechtlichen Beschränkungen unterliegen. Personen, die in den Besitz dieser Einladung gelangen, sollten sich über derartige Beschränkungen informieren. Jede Nichteinhaltung solcher Beschränkungen kann zu einer Verletzung der entsprechenden Wertpapiergesetze führen.

This Invitation does not apply in jurisdictions wherein it is unlawful to publish or receive such invitations. The distribution of this Invitation may be subject to legal restrictions. Persons into whose possession this Invitation comes should inform themselves about any such restrictions. Any breach of such restrictions may result in a violation of the relevant securities laws.

Vorstehendes gilt in gleicher Weise, falls es bis zum Ablauf einer gegebenenfalls erforderlichen zweiten Gläubigerversammlung in Bezug auf die 2023 Schuldverschreibungen zu Änderungen der Beschlussvorschläge kommen sollte.

The above shall apply in the same manner, if amendments to the proposed resolutions are made until the end of the second Noteholders' Meeting regarding the 2023 Notes, which may be required.



Convening Notice to attend the Noteholders' Meeting

concerning

Corestate Capital Holding S.A.

Grand Duchy of Luxembourg

EUR 300,000,000 3.5 % 2023 Notes 2018 / 2023

ISIN: DE000A19YDA9 / WKN: A19YDA

divided into equal-ranking bearer notes with a nominal amount of
EUR 100,000 each
(each a "**2023 Note**" and together the "**2023 Notes**")

of Corestate Capital Holding S.A. ("**Corestate**" or "**Company**"), Luxembourg, registered with the Luxembourg commercial register (*Registre de Commerce et des Sociétés*) under B199780, having its registered office in 4, rue Jean Monnet, 2180 Luxembourg, Grand Duchy of Luxembourg.

The Company hereby invites the holders of the 2023 Notes (each a "**Noteholder**" and together the "**Noteholders**") to attend the meeting of the Noteholders (the "**Noteholders' Meeting**") to be held

on April 14, 2023, at 10:00 am (CEST) at

**Novotel Luxembourg Kirchberg
6 Rue du Fort Niedergrünewald
Luxembourg – 2226.**

Doors will open at 9.30 am (CEST).

Please note that, pursuant to the terms and conditions of the 2023 Notes (the "**Terms and Conditions**"), attendance at the meeting and exercise of voting rights is subject to the Noteholders' registration prior to the Noteholders' Meeting. The registration must be received by Computershare, the service provider engaged by the Company, by the third day preceding the Noteholders' Meeting, i.e., by expiry of April 11, 2023 (by 24:00 hours (CEST)), at the following address or via e-mail to the following e-mail address:

Corestate Capital Holding S.A.
"2023 Schuldverschreibungen"
c/o Computershare Operations Center

80249 Munich

E-mail: anmeldestelle@computershare.de

Noteholders may register for the Noteholders' Meeting using the form published on the Company's website at <https://corestate-capital.com/en/nhm2023/> under the section "*Shareholders*". Effective registration is also possible, however, without using this form.

A. Reasons for convening the Noteholders' Meeting and explanation of the proposed resolution

As explained at the Company's Noteholders' Meeting on November 28, 2022, our Company, Corestate Capital Holding S.A., is currently undergoing a comprehensive restructuring process being accompanied by a group (hereinafter, the "**Ad Hoc Committee**") of Noteholders and holders of the 200,000,000 convertible bonds 2017 / 2022 (ISIN: DE000A19SPK4 / WKN: A19SPK) (hereinafter, the "**Convertible Bonds**" and together with the 2023 Notes, the "**Notes**"). On December 2, 2022, the Company entered into a lock-up agreement with the members of the Ad Hoc Committee to enable implementation of the restructuring concept agreed between the Company and the Ad Hoc Committee as soon as possible. At the same time, the Company entered into a corresponding lock-up agreement with major shareholders in order to secure their support for the implementation of this restructuring concept.

The coordination and implementation of the comprehensive restructuring concept are currently ongoing, particularly in view of the fact that the process of appointing an auditor for the Company's past financial year 2022 is further delayed and therefore no audited annual financial statements of the Company as of December 31, 2022 are available yet.

The date of the Noteholders' Meeting is one day before the scheduled final maturity date of the 2023 Notes. At the same time, on April 15, 2023, the Convertible Bonds and the bridge financing granted in December 2022 will become due. The Company thus faces short-term payment obligations resulting from the Notes and the bridge financing in the total amount of EUR 501.7 million; The Company does not hold any 2023 Notes for itself.

Against this background, the Company asks the Noteholders to agree to an extension of the maturity of the 2023 Notes until July 31, 2023 and to resolve to waive the exercise of certain termination rights. This period is necessary from the perspective of the Company in order to further proceed with the necessary regulatory procedures and to be able to finalise the negotiations for the implementation of the restructuring concept and to be able to present a comprehensive bond restructuring concept to the Noteholders that is aligned on essential matters for voting in a subsequent meeting.

The Company will ask the holders of the Convertible Bonds to pass a similar resolution with respect to the Convertible Bonds and will, in parallel, approach the financiers of the short-term bridge financing of the Company for a corresponding extension.

B. Agenda and proposed resolution

I. Opening of the Noteholders' Meeting and report of the Company's Management Board about the business performance and presentation of the restructuring concepts

No vote is envisaged on this agenda item B.I. A debate may be held.

II. Determination whether a quorum is present at the Noteholders' Meeting and required majority

No vote is envisaged on this agenda item B.II.

The Noteholders' Meeting is only quorate if the attending Noteholders represent at least half of the value of the outstanding Convertible Bonds.

The resolution proposed in agenda item B.III. requires a majority of at least 75% of the votes cast to be passed.

Resolutions passed with the required majority are binding on all Noteholders, even if they have not cast a vote or voted against the proposed resolution.

In case the chairperson determines that the Noteholders' Meeting is not quorate, the Company would like to point out that it intends to promptly convene a second meeting for the purposes of a new vote on the proposed resolutions pursuant to Sec. 15 para. 3 of the German Act on Issues of Debt Securities ("**German Act on Issues of Debt Securities**," "**German Bond Act**" or "**SchVG**").

Such second meeting will be quorate as regards the resolution proposed in agenda item B. III. if the attending Noteholders represent at least 25% of the value of the outstanding 2023 Notes.

III. Resolution to extend the final maturity, the payment of interest and to waive potential termination rights

Against the background of the situation as explained under section A., the convening Company proposes that the Noteholders pass the following resolution:

The Noteholders resolve as follows:

"

- a) The definition of the term "Maturity Date" under § 1 (*Definitions*) of the terms and conditions of the 2023 Notes is amended and restated as follows:

"Maturity Date" means 31 July 2023.

- b) Following sub-section (d), a new sub-section (e) in § 4 (*Interest*) of the terms and conditions of the 2023 Notes is inserted as follows:

"The interest originally payable on 15 April 2023, as well as any interest payable on a subsequent Interest Payment Date is payable on the Maturity Date."

- c) Sub-section (a) in § 13 of the terms and conditions of the 2023 Notes is restated as follows:

"within 120 days or, only in the case of the Company's fiscal year ending December 31, 2022, within 365 days, after the end of each of the Issuer's fiscal years, annual reports containing the audited Consolidated Financial Statements in accordance with IFRS as adopted by the European Union and as in effect from time to time, the management report in accordance with Article 68 of the Luxembourg law of 19 December 2002 on the register of commerce and companies, and the accounting and annual accounts of undertakings, as amended from time to time; and"

2. The Noteholders waive any termination right which:

(a) pursuant to sub-section (a)(i) and (ii) of § 14 (*Termination Rights of the Noteholders in Case of an Event of Default*) of the terms and conditions of the 2023 Notes is triggered if the (re-)payment of capital or interest of the 2023 Notes would not occur on the maturity date of April 15, 2023;

(b) pursuant to sub-section (a)(iii) of § 14 (*Termination Rights of the Noteholders in Case of an Event of Default*) of the terms and conditions of the 2023 Notes is/has been triggered if

i. a breach of § 8 (*Limitations on the Incurrence of Financial Indebtedness*) or § 9 (*Negative Pledge*) of the terms and conditions of the 2023 Notes exists with respect to the EUR 10 million notes of the Company (ISIN: DE000A3LBTZ4 / WKN: A3LBTZ) and/or with respect to new notes issued after March 27, 2023, up to an additional aggregate capital amount of EUR 25 million, including cases of extension and refinancing of these notes up to an aggregate total capital amount of EUR 35 million; or

ii. (A) a breach of sub-section (a) of § 13 (*Reports*) of the terms and conditions of the 2023 Notes exists with respect to the Company not providing audited annual financial statements for the fiscal year that ended on December 31, 2022 within the envisaged timeline or (B) a breach of sub-section (b) of § 13 (*Reports*) of the terms and conditions of the 2023 Notes exists with respect to the Company not providing quarterly reports for the quarter ending on March 31, 2023 within the envisaged timeline;

(c) pursuant to sub-section (a)(iv) (A) or (B) of § 14 (*Termination Rights of the Noteholders in Case of an Event of Default*) of the terms and conditions of the 2023 Notes is or has been triggered with regard to the Company based on or in connection with:

i. the non-payment of capital or interest of the EUR 200,000,000 Convertible Bonds 2017 / 2022 issued by the Company (ISIN: DE000A19SPK4 / WKN: A19SPK) (hereinafter, the "**Convertible Bonds**") on their current maturity date on April 15, 2023;

ii. the non-payment of capital or interest of the 2023 Notes on the maturity date of April 15, 2023 and insofar this would trigger a termination right under the terms and conditions of the Convertible Bonds; or

- iii. to the extent a breach of § 3 (b) of the terms and conditions of the Convertible Bonds exists with respect to the EUR 10 million notes of the Company (ISIN: DE000A3LBTZ4 / WKN: A3LBTZ) and/or with respect to new notes issued after March 27, 2023, up to an additional aggregate capital amount of EUR 25 million, including cases of extension and refinancing of such notes up to an aggregate total capital amount of EUR 35 million, and this would trigger a termination right under the terms and conditions of the Convertible Bonds.
3. Any termination declared on the basis of the above-mentioned termination rights becomes ineffective.
4. The resolution passed as set forth in agenda item B.III. herein is to be implemented pursuant to Sec. 21 German Act on Issues of Debt Securities (*SchVG*) only if the holders of the Convertible Bonds have passed the resolution according to item B.III of the bondholders' meeting for the Convertible Bonds which by invitation of March 27, 2023 is likewise scheduled on April 14, 2023 and if such resolution is implementable (except for the condition contained therein that the present resolution for the 2023 Notes must be implementable).

“

C. Consent of the Company

The Company hereby agrees in advance, before the resolution is passed, to a resolution passed in accordance with the proposal under agenda item B.III.

D. Right to attend, voting right, exercise of voting rights and proof

I. Right to attend and exercise of voting rights

All Noteholder are entitled to attend the Noteholders' Meeting and to exercise the voting rights. In order to attend the Noteholders' Meeting and exercise voting rights, Noteholders must register prior to the Meeting. The registration must be received by the third day preceding the Noteholders' Meeting (before expiry of April 11, 2023 (i.e., it must be received by 24:00 hours (CEST)) at the below address:

Corestate Capital Holding S.A
"2023 Schuldverschreibungen"
c/o Computershare Operations Center
80249 Munich
E-mail: anmeldestelle@computershare.de

As a part of the registration, Noteholders must prove their eligibility to vote (i) by providing a special confirmation issued by the custodian in writing (text form pursuant to Sec. 126b German Civil Code (*BGB*)) stating the Noteholder's full name and full address and the total Principal Amount (as defined in § 2(a) of the Terms and Conditions) of 2023 Notes credited to such Noteholder's securities account with the custodian on the date the confirmation is issued and (ii) by providing a blocking instruction issued by the custodian stating that the relevant 2023 Notes are not transferable from and including the day such registration has been sent until and including the stated end of the Noteholders' Meeting.

For the purposes of registration for the Noteholders' Meeting, Noteholders may use the forms published on the Company's website (<https://corestate-capital.com/en/nhm2023/> under the section "Shareholders"): Registration for the Noteholders' Meeting and Special confirmation including blocking instruction and attestations. Effective registration is also possible without using the forms.

Any Noteholder who fails to provide such proof of ownership is not entitled to attend and vote at the Noteholders' Meeting. Representatives of such Noteholders may not exercise the voting right either.

Participants of the Noteholders' Meeting must also prove their identity in a suitable manner (e.g. by presenting a valid identity card or another official photo identification) when entering the Noteholders' Meeting. This also applies – in addition to proving the authorization to represent according to section E.III – to representatives of the Noteholder.

II. Extent of the voting right

Noteholders may participate in the voting at the Noteholders' Meeting in accordance with the principal amount (principal amount in the meaning of § 2(a) of the Terms and Conditions). In addition, Sec. 6 German Act on Issues of Debt Securities (*SchVG*) applies.

E. Representatives of Noteholders

I. Representatives of legal entities and partnerships

If Noteholders are not individuals, but are organized as a legal entity or partnership under German law (e.g., as a joint stock company, limited liability company, limited partnership, general partnership, entrepreneurial company, private partnership) or foreign law (e.g., as a limited company under English law), their representatives are requested to prove their authorization to act on their behalf in an appropriate manner at the latest when entering the Noteholders' Meeting. This can be done by presenting an extract from the relevant register (e.g. commercial register, association register) or by another equivalent confirmation (e.g. *Certificate of Incumbency*, *Secretary Certificate*), whereby such proof is not a prerequisite for participating in the Noteholders' Meeting.

II. Legal representatives or administrators

If Noteholders are represented by a legal representative (e.g., a child by its parents, a ward by its legal guardian) or by an administrator (e.g., an insolvent's estate by the insolvency administrator appointed for it), legal representatives or administrators must provide suitable proof of their legal power of representation (e.g., by a copy of the vital records or the certificate of appointment) at the latest at the door.

III. Authorization granted to a third party

Noteholders may authorize any third party to represent them at the Noteholders' Meeting. The authorization and the instructions to the representative must be issued in writing (text form pursuant to Sec. 126b German Civil Code (*BGB*)). The authorization must be proven at the latest at the door.

For the purposes of authorizing a third party, Noteholders may use the form ("Authorization granted to third parties") published on the Company's website (<https://corestate-capital.com/en/nhm2023/> under the section "Shareholders"). We kindly ask the Noteholders to use this form. The use of this form is not mandatory.

Any Noteholder may also appoint a proxy for the registration and the Noteholders' Meeting.

IV. Proxy

Noteholders who will not attend the Noteholders' Meeting in person and do not want to authorize a third party may – when registering or after having submitted the registration – authorize, and issue instructions to, the proxy appointed by the Company, Dr. Kai Gregor Klinger, of Corestate Capital Group GmbH, a subsidiary of the Company, with business address at Friedrich-Ebert-Anlage 35-37, 60327 Frankfurt am Main.

The proxy needs specific instructions on how to vote. He is not available to perform any actions beyond the mere voting in the meeting, to ask questions or to make statements.

For the purposes of authorizing a proxy, Noteholders may use the form "Authorization granted to the proxy" published on the Company's website (<https://corestate-capital.com/en/nhm2023/> under the section "Shareholders"). We kindly ask the Noteholders to use this form.

For this purpose, the filled-in and signed form of this authorization must be received at the address indicated below (by mail or e-mail) no later than the third day before the Noteholders' Meeting (until expiry of April 11, 2023 (i.e., by 24:00 hours (CEST)))

Corestate Capital Holding S.A.
"2023 Schuldverschreibungen"
c/o Computershare Operations Center
80249 Munich
E-mail: anmeldestelle@computershare.de

V. Additions to the agenda

Noteholders holding 2023 Notes representing at least 5% of the outstanding 2023 Notes may request that additional items be put on the agenda for a resolution. The Noteholders are requested to submit such request to the Company in written form to the address indicated below (by mail or e-mail).

Corestate Capital Holding S.A.
4, rue Jean Monnet,
2180 Luxembourg,
Grand Duchy of Luxembourg
e-mail: ir@corestate-capital.com

Any new agenda items must be published in the German Federal Gazette (*Bundesanzeiger*) by the third day preceding the Noteholders' Meeting. Please note that documents to be published in the Federal Gazette must regularly be submitted to the Federal Gazette at least two (depending on the size of the document even more) publication days (i.e. days on which the Federal Gazette posts publications) before the publication. Therefore, we kindly ask the Noteholders to inform the Company of any new agenda items by April 4, 2023 (24:00 CEST). In this regard, the Company cannot influence the processing periods of the German Federal Gazette. We recommend, therefore, that Noteholders submit new agenda items, and lengthy items in particular, prior to the date indicated. No later than three days before the Noteholders' Meeting, the Company will publish the extended agenda in the German Federal Gazette and make it available on the Company's website (<https://corestate-capital.com/en/nhm2023/> under the section "Shareholders").

VI. Counterproposals

Any Noteholder may announce counterproposals to the proposed resolutions on the agenda. If a Noteholder announces a counterproposal before the day of the Noteholders' Meeting, the Company will promptly make such counterproposal available on the Company's website (<https://corestate-capital.com/en/nhm2023/> under the section "Shareholders") until the day of the Noteholders' Meeting.

The Noteholders are requested to announce any counterproposal to the Company in writing at the address indicated below (by mail or e-mail):

Corestate Capital Holding S.A.
4, rue Jean Monnet,
2180 Luxembourg,
Grand Duchy of Luxembourg
e-mail: ir@corestate-capital.com

VII. Proof of ownership

Proof of ownership in the 2023 Notes by providing a special confirmation issued by the custodian is also required for announcing a counterproposal and/or making a request for an addition to the agenda (see D.I. above); a blocking instruction is not required for this purpose.

In case of a request for additional items, the special confirmation submitted must also indicate that the Noteholder or the Noteholders (together) represent at least 5 % of the outstanding 2023 Notes.

F. Statement of outstanding 2023 Notes

The Company currently does not hold any 2023 Notes. In addition, the Company or its affiliated companies (§ 271 para. 2 German Commercial Code - "**HGB**") do not hold any 2023 Notes at present. Furthermore, no 2023 Notes are currently held on behalf of the Company or its affiliated companies. Therefore, a total of 3,000 2023 Notes with a total nominal amount of EUR 300 million are outstanding.

G. Additional information and additional notes

I. The Noteholders' Meeting will be held in the German language.

II. From the date of publication of this Invitation until the end of the Noteholders' Meeting, the following documents will be available on the Company's website (<https://corestate-capital.com/en/nhm2023/>) under the section "Shareholders"):

- this Convening Notice to the Noteholders' Meeting,
- the following forms:
 - "Registration for the Noteholders' Meeting",
 - "Special confirmation including blocking instruction and attestations",
 - "Authorization granted to third parties",
 - "Authorization granted to the proxy", and
- the Terms and Conditions of the Notes as amended by the resolution at the noteholders' meeting of November 28, 2022.

Any Noteholder will be sent copies of the above-mentioned documents promptly and free of charge upon request. Such request is to be submitted to the service provider appointed by the Company:

Corestate Capital Holding S.A.
"2023 Schuldverschreibungen"
c/o Computershare Operations Center
80249 Munich
E-mail: anmeldestelle@computershare.de

III. All documents to be submitted in relation to the Noteholders' Meeting must be either in German or in English.

Luxembourg, March 27, 2023

Corestate Capital Holding S.A.

The Management Board