

**Current report no. 14/2017 dated 25 October 2017**

**Subject: Invitation to the Extraordinary General Meeting 2017**

**Content:**

We are pleased to invite our shareholders to the Extraordinary General Meeting to be held at Hotel Mercure, Kurbrunnenstraße 30-32, 67098 Bad Dürkheim, on Monday, 4 December 2017, at 10:00 am (CET).

**Agenda\***

**1. Resolution on the approval of a domination and profit and loss transfer agreement which is to be concluded between UNIWHEELS AG and Superior Industries International Germany AG**

UNIWHEELS AG and Superior Industries International Germany AG with registered seat in Frankfurt am Main intend to conclude a domination and profit and loss transfer agreement in which UNIWHEELS AG submits the management control (*Leitung*) of itself to Superior Industries International AG and undertakes to transfer its whole annual profit to Superior Industries International Germany AG. UNIWHEELS AG and Superior Industries International Germany AG established (*aufgestellt*) on 20 October 2017 the final draft of the domination and profit and loss transfer agreement. The supervisory board of UNIWHEELS AG approved the conclusion of this domination and profit and loss transfer agreement on 20 October 2017. The domination and profit and loss transfer agreement requires for its effectiveness the approval of the general meeting of UNIWHEELS AG and the approval of the general meeting of Superior Industries International Germany AG as well as the registration of its existence in the commercial register (*Handelsregister*) of the seat of UNIWHEELS AG. It is intended that the general meeting of Superior Industries International Germany AG approves the domination and profit and loss transfer agreement after the approval of the general meeting of UNIWHEELS AG. It is intended then to conclude the agreement on 5 December 2017.

The management board and the supervisory board propose to adopt the following resolution:

The domination and profit and loss transfer agreement which is to be concluded between UNIWHEELS AG in its capacity as controlled company and Superior Industries International Germany AG having its registered seat in Frankfurt am Main, registered with the commercial register of the local court of Frankfurt am Main under HRB 107708, in its capacity as controlling company in the version which was established on 20 October 2017 as final draft is approved.



The domination and profit and loss transfer agreement which is to be concluded in the version which was established on 20 October 2017 as final draft has the following essential content:

- UNIWHEELS AG submits the management control (*Leitung*) of itself to Superior Industries International Germany AG. Superior Industries International Germany AG is entitled to issue instructions (*Weisungen*) to the management board of UNIWHEELS AG regarding the management control of the company. The rules in detail can be found in Clause 1 of the agreement, to which reference is made.
- UNIWHEELS AG undertakes to transfer its whole annual profit, as determined by provisions as specified by commercial law, to Superior Industries International Germany AG. The obligation to transfer the annual profit applies for the first time to the entire profit generated in the financial year of UNIWHEELS AG beginning on 1 January 2018 or for whichever subsequent financial year of UNIWHEELS AG in which the agreement becomes effective by registration of its existence in the commercial register of UNIWHEELS AG. Reference is made to the rules governing the transfer of profit, which can be found in Clauses 2 of the agreement.
- Superior Industries International Germany AG obligates itself towards UNIWHEELS AG to assume any losses (*Verlustübernahme*) in accordance with the provisions of section 302 AktG in their entirety as amended from time to time. The obligation of Superior Industries International Germany AG to assume any losses applies for the first time to the entire financial year of UNIWHEELS AG in which the agreement becomes effective. Reference is made to the rules governing the assumption of losses, which can be found in Clauses 3 of the agreement.
- Superior Industries International Germany AG undertakes to pay the outside shareholders of UNIWHEELS AG an adequate compensation by annual cash compensation in proportion to the shares in the share capital (*Ausgleichzahlung*, "Annual Compensation") from and including the financial year of UNIWHEELS AG in which the agreement takes effect and therefore the claim of Superior Industries International Germany AG for the transfer of the annual profit also takes effect, and for the term of the agreement. The Annual Compensation amounts for each full financial year (12 months) of UNIWHEELS AG for each share of UNIWHEELS AG to a gross sum of EUR 3.38 ("Gross Annual Compensation Amount"). Regarding the deductible taxes, due date and further details, reference is made to Clause 4 of the agreement.
- Furthermore Superior Industries International Germany AG undertakes upon demand of each outside shareholder of UNIWHEELS AG to purchase such shareholder's shares of UNIWHEELS AG in exchange for a cash consideration in the amount of EUR 62.18 for each share (*Abfindung*, "Consideration"). The obligation to purchase shares of UNIWHEELS AG is for a limited period of time. The time limitation period ends two months after the date on which the offer of the Consideration by Superior Industries International Germany AG is announced, but at the earliest two months after the date on which the registration of the existence of the agreement in the commercial register of UNIWHEELS AG has been announced pursuant to section 10 German



Commercial Code (*HGB*). Under certain circumstances this limited period of time may be extended. Regarding further details, reference is made to Clause 5 of the agreement.

- Superior Industries International Germany AG is entitled at any time to consult the books and records of UNI WHEELS AG. The management board is obligated to release all desired disclosures in every matter to Superior Industries International Germany AG at any time. Additionally, UNI WHEELS AG is compelled to keep Superior Industries International Germany AG current on all business developments. Regarding further details, reference is made to Clause 6 of the agreement.
- In order to become effective both the approval of the general meeting of UNI WHEELS AG as well as the approval of the general meeting of Superior Industries International Germany AG is required. The agreement becomes effective upon entry of its existence into the commercial register of UNI WHEELS AG. The agreement takes retroactive effect with regard to the obligation for profit transfer and assumption of losses, beginning with the fiscal year of UNI WHEELS AG, in which the agreement has become valid by having been registered into the commercial register. Under no circumstances will the agreement become effective prior to 1 January 2018. The agreement is concluded with a fixed term of five time years starting with the beginning of the obligation of UNI WHEELS AG to transfer its profit. It shall be subsequently extended by one year in each case, unless it is terminated in compliance with a notice period of six months prior to expiration of its term. The right to terminate this agreement for good cause (*wichtiger Grund*) without compliance with any notice period remains unaffected. Good cause exists in particular if good cause for purposes of German tax law for the termination of the agreement exists, Superior Industries International Germany AG ceases to hold the majority of the voting rights arising from the shares in UNI WHEELS AG, or a merger, demerger or liquidation of Superior Industries International Germany AG or UNI WHEELS AG is being implemented. Any notice of termination must be in writing. Regarding further details, refer to Clause 7 of the agreement.
- Superior Industries International, Inc., indirectly holds 100% of the shares of Superior Industries International Germany AG. For the obligations arising out of the domination and profit and loss transfer agreement, Superior Industries International, Inc., has provided a letter of comfort, the wording of which is also set out below and which is referred to in Clause 8 of the agreement.
- In addition, the domination and profit and loss transfer agreement includes final provisions in particular ensuring that the invalidity or infeasibility of contractual terms shall not affect the validity of the agreement as a whole. Regarding further details, refer to Clause 9 of the agreement.

The final draft of the domination and profit and loss transfer agreement which was established on 20 October 2017 reads as follows:



**UNI WHEELS**  
UNITED WHEELS GROUP

**"Domination and Profit Transfer Agreement**

between

**Superior Industries International Germany AG,**

c/o Intertrust (Deutschland) GmbH, Grüneburgweg 58, 60322 Frankfurt am Main, registered with the commercial register of the local court of Frankfurt am Main under HRB 107708

– hereinafter **Superior** –

and

**UNI WHEELS AG,**

Gustav-Kirchhoff-Straße 10-18, 67098 Bad Dürkheim, registered with the commercial register of the local court of Ludwigshafen am Rhein under HRB 64198

– hereinafter **UNI WHEELS** –

**1. Management Control**

- 1.1 UNI WHEELS submits the management control (*Leitung*) of itself to Superior. Thus, Superior is entitled to issue instructions (*Weisungen*) to the management board of UNI WHEELS regarding the management control of the company. Superior is not entitled to issue the instruction to the management board of UNI WHEELS to amend, maintain or terminate this agreement.
- 1.2 Instructions require text form (*Textform*).
- 1.3 The management board of UNI WHEELS is required to comply with the instructions of Superior according to Clause 1.1 and Clause 1.2 and Section 308 German Stock Corporation Act (*Aktiengesetz*, "**AktG**").

**2. Transfer of Profit**

- 2.1 UNI WHEELS undertakes to transfer its entire annual profit to Superior. Apart from any contribution to and any dissolution of reserves pursuant to Clause 2.2, UNI WHEELS shall transfer the maximum amount permissible under Section 301 AktG as amended from time to time.
- 2.2 UNI WHEELS may allocate parts of its annual profit to other profit reserves (Section 272 (3) German Commercial Code (*Handelsgesetzbuch*, "**HGB**")) if and to the extent that Superior approves it in text form and to the extent permissible under commercial law and as economically justified by sound commercial judgment.
- 2.3 Other profit reserves which have been established during the term of this agreement shall be dissolved if and to the extent that Superior requests it in text form and used to compensate any annual loss or the proceeds be transferred as profit.

- 2.4 Other reserves and profits carried forward from the period prior to the term of this agreement may neither be transferred as profit nor be used to compensate for any annual loss.
- 2.5 The obligation to transfer the annual profit applies for the first time to the entire profit generated in the financial year of UNIWHEELS beginning on 1 January 2018 or for whichever subsequent financial year of UNIWHEELS in which this agreement becomes effective according to Clause 7.2. The obligation becomes due upon the end of the financial year of UNIWHEELS (balance sheet date (*Bilanzstichtag*)) in each case.
- 2.6 Superior may request to transfer the expected profit in advance if and to the extent that UNIWHEELS can provide advance payments according to Section 59 AktG.

### **3. Assumption of Losses**

- 3.1 Superior is obliged towards UNIWHEELS to assume any losses (*Verlustübernahme*) in accordance with the provisions of Section 302 AktG in its entirety as amended from time to time.
- 3.2 The obligation of Superior to assume any losses applies for the first time to the entire financial year of UNIWHEELS in which this agreement becomes effective according to Clause 7.2. The obligation becomes due upon the end of the financial year of UNIWHEELS (balance sheet date (*Bilanzstichtag*)) in each case.

### **4. Annual Compensation**

- 4.1 Superior undertakes to pay the outside shareholders of UNIWHEELS an adequate compensation by annual cash compensation in proportion to the shares in the share capital (*Ausgleichzahlung*, "**Annual Compensation**") from and including the financial year of UNIWHEELS in relation to which the claim of Superior for the transfer of the annual profit under Clause 2 takes effect, and for the further term of this agreement.
- 4.2 The Annual Compensation amounts to a gross sum of EUR 3.38 ("**Gross Annual Compensation Amount**") for each full financial year (12 months) of UNIWHEELS for each bearer share with no par value of UNIWHEELS with a pro rata portion in the registered share capital of EUR 1.00 each (each individually "**UNIWHEELS Share**" and together "**UNIWHEELS Shares**") minus the amount of any corporate income tax and solidarity surcharge in accordance with the respective tax rate applicable for these taxes for the relevant financial year, whereby this deduction is to be effected only on the portion of the Gross Annual Compensation Amount per UNIWHEELS Share resulting from profits which are subject to German corporate income tax.

On the basis of the conditions applicable at the time of the conclusion of this agreement, 15% corporate income tax plus 5.5% solidary surcharge are to be deducted from the portion of the Gross Annual Compensation Amount in the amount of EUR 0.95 per UNIWHEELS Share resulting from profits which are subject to German corporate income tax, which results in EUR 0.15 per UNIWHEELS Share. Together with the remaining portion of the Gross Annual Compensation Amount of EUR 2.43 per UNIWHEELS Share resulting from profits which are not subject to German corporate income tax, this results on the basis of the conditions applicable at the time of the conclusion of this agreement in an Annual Compensation in aggregate amount of EUR 3.23 per UNIWHEELS Share for a full financial year of UNIWHEELS ("**Net Annual Compensation Amount**").

- 4.3 The Annual Compensation is due on the third business day following the ordinary general meeting of UNIWHEELS for any respective preceding financial year but in any event within eight months following the expiration of the relevant financial year.
- 4.4 The Annual Compensation is granted for the first time for the full financial year of UNIWHEELS in which the claim of Superior for the transfer of the annual profit under Clause 2 takes effect.
- 4.5 If this agreement ends during a financial year of UNIWHEELS or if UNIWHEELS establishes a short financial year (*Rumpfgeschäftsjahr*) during the term of this agreement, the Gross Annual Compensation Amount is reduced *pro rata temporis* for the relevant financial year.
- 4.6 If the share capital of UNIWHEELS is increased from the reserves in exchange for the issuance of new shares, the Gross Annual Compensation Amount for each UNIWHEELS Share shall be reduced to such an extent that the total amount of the Gross Annual Compensation Amount remains unchanged. If the share capital of UNIWHEELS is increased against cash contributions and/or contributions in kind, the rights under this Clause 4 also apply for the shares subscribed to by outside shareholders in such capital increase. The beginning of each entitlement of the new shares pursuant to this Clause 4 corresponds to the dividend entitlement set by UNIWHEELS when issuing the new shares.
- 4.7 If an appraisal proceeding (*Spruchverfahren*) according to Section 1 no. 1 German Act on Appraisal Proceedings (*Spruchverfahrgesetz*, "**SpruchG**") is initiated and the trial court adjudicates a higher Annual Compensation by non-appealable decision, the outside shareholders are entitled to demand a corresponding supplemental payment to the Annual Compensation even if they have already received the Consideration according to Clause 5. Likewise, all other outside shareholders will be treated equally if Superior undertakes to pay a higher Annual Compensation to an outside shareholder of UNIWHEELS in a settlement (*Vergleich*) for the purpose of avoiding or settling appraisal proceedings according to Section 1 no. 1 SpruchG.
- 5. Consideration**
- 5.1 Superior undertakes upon demand of each outside shareholder of UNIWHEELS to purchase such shareholder's UNIWHEELS Shares in exchange for a cash consideration in the amount of EUR 62.18 for each UNIWHEELS Share (*Abfindung*, "**Consideration**").
- 5.2 The obligation of Superior to purchase UNIWHEELS Shares is for a limited period of time. The time limitation period ends two months after the date on which the offer of the Consideration by Superior is announced, but at the earliest two months after the date on which the registration of the existence of this agreement in the commercial register (*Handelsregister*) of UNIWHEELS has been announced pursuant to Section 10 HGB. An extension of the time limitation period pursuant to Section 305 (4) sentence 3 AktG as a result of a motion for determining the Annual Compensation or Consideration by the court determined according to Section 2 SpruchG remains unaffected. In this case, the time limitation period ends two months after the date on which the decision on the last motion ruled on has been announced in the Federal Gazette (*Bundesanzeiger*).
- 5.3 If the share capital in UNIWHEELS is increased from the reserves in exchange for the issuance of new shares prior to the expiration of the time limitation period set forth in

Clause 5.2, the Consideration for each UNI WHEELS Share is reduced from this point in time to such an extent that the total amount of the Consideration for the shares not considered at this point in time remains unchanged. If the share capital of UNI WHEELS is increased prior to the expiration of the time limitation period set forth in Clause 5.2 against cash contributions and/or contributions in kind, the rights under this Clause 5 also apply for the shares subscribed to by the outside shareholders in such capital increase.

- 5.4 If an appraisal proceeding according to Section 1 no. 1 SpruchG is initiated and the trial court adjudicates a higher Consideration by non-appealable decision, the outstanding shareholders are entitled to demand a corresponding supplemental payment to the Consideration even if they have already received the Consideration according to this Clause 5. Likewise, all other outside shareholders will be treated equally if Superior undertakes to pay a higher Consideration to an outside shareholder of UNI WHEELS in a settlement (*Vergleich*) for the purpose of avoiding or settling appraisal proceedings according to Section 1 no. 1 SpruchG.
- 5.5 The transfer of the UNI WHEELS Shares for Consideration shall be without cost to the outstanding shareholders of UNI WHEELS.

## **6. Right to Information**

Superior is entitled to consult books and records of UNI WHEELS at all times. The management board of UNI WHEELS is obliged to provide Superior at any time with any information concerning all matters of UNI WHEELS which Superior requires. Without prejudice to the rights agreed above, UNI WHEELS is obliged to report to Superior on a continuous basis on the business development, in particular on important business transactions.

## **7. Entry into Effect and Term of the Agreement**

- 7.1 The agreement requires for its effectiveness the consent of the general meeting of UNI WHEELS and Superior in each case.
- 7.2 This agreement becomes effective upon registration of its existence in the commercial register of UNI WHEELS. It applies with respect to the obligation to transfer profit pursuant to Clause 2 and the obligation to assume losses pursuant to Clause 3 with retroactive effect as from the beginning of the financial year of UNI WHEELS in which the agreement becomes effective upon registration in the commercial register of UNI WHEELS. It shall in no case enter into effect before 1 January 2018.
- 7.3 This agreement is concluded for a fixed period of five time years starting with the beginning of the obligation of UNI WHEELS to transfer profit. It shall be subsequently extended by one year in each case, unless it is terminated in compliance with a notice period of six months prior to expiration of its term.
- 7.4 The right to terminate this agreement for good cause (*wichtiger Grund*) without compliance with any notice period remains unaffected. Good cause exists in particular if
- good cause for purposes of German tax law for the termination of this agreement exists,

- Superior ceases to hold the majority of the voting rights arising from the shares in UNIWHEELS, or
- a merger, demerger or liquidation of Superior or UNIWHEELS is being implemented.

7.5 Any notice of termination must be in writing.

7.6 If the agreement is terminated, Superior shall provide security to the creditors of UNIWHEELS in accordance with Section 303 AktG.

## **8. Letter of Comfort**

Superior is an indirect 100% subsidiary of Superior Industries International, Inc. ("**Superior Inc.**"), a company established under the law of the U.S. State of Delaware with registered seat in 26600 Telegraph Road, Suite 400, Southfield, Michigan, USA, registration no. 5714194, its shares are admitted to trading at the New York Stock Exchange (NYSE: SUP). Without entering into this domination and profit transfer agreement as a contracting party, Superior Inc. has provided a letter of comfort by separated declaration dated 11 October 2017 which is attached to this agreement as Annex.

## **9. Final Provisions**

9.1 To the extent a provision of this agreement is or becomes invalid or impracticable in full or in part, or if this agreement is incomplete, the validity of the remaining provisions shall not be affected. Instead of the invalid or impracticable provision, or in order to remedy an omission, an appropriate provision shall be deemed to be agreed which corresponds as far as legally permissible to what the parties intended or would have intended in accordance with the intent and purpose of this agreement if they had been aware of this aspect.

9.2 Amendments and supplements of this agreement including this provision must be in writing for its validity. In other respects, Section 295 AktG applies.

9.3 The exclusive venue shall be Frankfurt am Main, Germany.

Superior Industries International  
Germany AG

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Place, date

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Andreas Grundhöfer  
Management board

UNIWHEELS AG

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Place, date

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Place, date

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Dr. Wolfgang Hiller  
Member of the management board

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Dr. Karsten Obenaus  
Member of the management board"

\* \* \*

The letter of comfort being referred to in Clause 8 of the final draft of the domination and profit and loss transfer agreement reads as follows:

**"Letter of Comfort  
(Patronatserklärung)  
relating to the domination and profit-and-loss transfer agreement (*Beherrschungs-  
und Gewinnabführungsvertrag*) to be entered into between Superior Industries  
International Germany AG and UNIWHEELS AG**

Superior Industries International Germany AG having its registered seat in Frankfurt am Main, registered in the commercial register of the Local Court of Frankfurt am Main under HRB 107708, with registered business address at c/o Intertrust (Deutschland) GmbH, Grüneburgweg 58, 60322 Frankfurt am Main ("**Superior Industries International Germany AG**") intends to enter into a domination and profit-and-loss transfer agreement with UNIWHEELS AG having its registered seat in Bad Dürkheim, registered in the commercial register of the Local Court of Ludwigshafen am Rhein under HRB 64198, with registered business address at Gustav-Kirchhoff-Straße 10, 67098 Bad Dürkheim ("**UNIWHEELS AG**") as controlled company ("**Agreement**").

Superior Industries International, Inc., established under the laws of U.S. Federal State Delaware with registered seat in 26600 Telegraph Road, Suite 400, Southfield, Michigan, USA, ("**Superior Industries International, Inc.**") being the indirect 100 per cent parent company of Superior Industries International Germany AG hereby, without becoming party to the Agreement as a contracting party, herewith provides the following declarations:

1. Superior Industries International, Inc. fully and irrevocably undertakes to procure that Superior Industries International Germany AG will be managed and funded in such manner that Superior Industries International Germany AG will be able at any time to fully and timely meet all of its obligations incurred under or in connection with the Agreement that is to be entered into between Superior Industries International Germany AG and UNIWHEELS AG. This applies in particular to the obligation to compensate losses pursuant to section 302 German Stock Corporation Act (*Aktiengesetz*).
2. Superior Industries International, Inc. fully and irrevocably guarantees to the outside shareholders of UNIWHEELS AG that Superior Industries International Germany AG will fully and timely meet all of its existing obligations towards them under or in connection with the Agreement, in particular relating to the payment of compensation (*Ausgleich*) and settlement (*Abfindung*). Insofar, each outstanding shareholder of UNIWHEELS AG shall have an own claim according to Section 328 paragraph 1 German Civil Code (*Bürgerliches Gesetzbuch*) directed at payment to Superior

Industries International Germany AG. However, the liability of Superior Industries International, Inc. pursuant to the preceding sentences only applies insofar as Superior Industries International Germany AG fails to fully meet its obligations towards the outside shareholders of UNIWHEELS AG under or in connection with the Agreement in due time and Superior Industries International, Inc. fails to meet its obligation to provide funding in accordance with section 1 of this Letter of Comfort.

3. This Letter of Comfort shall be governed by the laws of the Federal Republic of Germany. Superior Industries International, Inc. acknowledges that German courts shall be competent and that courts of Frankfurt am Main shall have jurisdiction with regard to any disputes and claims under or in connection with this Letter of Comfort. In this regard, Superior Industries International, Inc. acknowledges and agrees to the enforceability of final decisions of German courts. Superior Industries International Germany AG shall be the agent for services of process in Germany for all proceedings under or in connection with this Letter of Comfort.
4. The German language version of this Letter of Comfort shall prevail.

Superior Industries International, Inc.

Southfield (MI), 11 October 2017

[signed Nadeem Moiz]

Nadeem Moiz

Chief Financial Officer"

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The following documents are available at the office of UNIWHEELS AG (Gustav-Kirchhoff-Straße 10, 67098 Bad Dürkheim) from the convocation of this General Meeting and will be held available during the General Meeting for inspection by the shareholders:

- Final Draft of the domination and profit and loss transfer agreement which was established on 20 October 2017 between Superior Industries International Germany AG and UNIWHEELS AG including letter of comfort by Superior Industries International, Inc.;
- Financial statements and management reports of UNIWHEELS AG for the financial years 2014 and 2015, financial statements and combined group management report and management report of UNIWHEELS AG for the financial year 2016;
- Group financial statements and group management reports of UNIWHEELS AG for the financial years 2014 and 2015, group financial statements and combined group management report and management report of UNIWHEELS AG for the financial year 2016 and group interim financial report of UNIWHEELS AG as of 30 June 2017;
- Opening balance sheet of Blitz F17-641 AG (now named Superior Industries International Germany AG) as of 8 February 2017;
- Joint report pursuant to section 293a AktG issued by the management boards of Superior Industries International Germany AG and UNIWHEELS AG dated



20 October 2017 including appendices (including the expert opinion on the business value of UNIWHEELS AG as prepared by PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Munich); and

- Audit report of the court-appointed contract auditor for Superior Industries International Germany AG and UNIWHEELS AG in accordance with section 293e AktG dated 20 October 2017 as prepared by Warth & Klein Grant Thornton AG Wirtschaftsprüfungsgesellschaft, Dusseldorf, including appendices.

The aforementioned documents are from the convocation of this General Meeting also available on the UNIWHEELS AG website under [www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/](http://www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/) and will be held available during the General Meeting on 4 December 2017.

## **2. Resolution on the amendment of section 9 of the Articles of Association**

The supervisory board of UNIWHEELS AG currently consists of three members according to section 9 (1) sentence 1 of the Articles of Association. By way of the changes to the German Stock Corporation Act dated 31 December 2015 brought forward by the stock exchange amendment (*Aktienrechtsnovelle 2016*) dated 22 December 2015, the requirement forcing the number of members on the supervisory board generally to have to be dividable by three according to section 95 sentence 3 AktG, has been removed. On this basis, the number of members on the UNIWHEELS AG supervisory board shall be increased from three to four. With this extension it will be possible for the company, to gain further expertise on the supervisory board. In addition, the supervisory board remains quorate in those instances, where a member is hindered to partake in the adoption of resolution for legal or factual reasons.

The management board and the supervisory board hence propose to adopt the following resolution:

Section 9 (1) of the Articles of Association shall be restated as follows:

- "(1) The supervisory board consists of four members of the supervisory board, of which at least one member must be independent and have expertise in the fields of financial/accounting or auditing. The members of the supervisory board shall be elected by the general meeting unless the law or the Articles of Association states otherwise."

## **3. Resolution on elections to the supervisory board**

With effect as per conclusion of the General Meeting on 4 December 2017 Kerry Alan Shiba retires as member of the supervisory board of UNIWHEELS AG.

In accordance with sections 96 (1), 101 (1) AktG in conjunction with section 9 (1) of the Articles of Association of the Company the supervisory board consists of three members. After the amendment of section 9 of the Articles of Association as proposed under the agenda item 2 enters into effect by registration in the commercial register the supervisory board will in accordance with sections 96 (1), 101 (1) AktG in



conjunction with section 9 (1) of the Articles of Association of the Company consist of four members of the supervisory board.

At least one member must have expertise in the fields of financial/accounting or auditing; the members of the supervisory board must in their entirety be familiar with the sector in which the company operates. The members of the supervisory board shall be elected by the general meeting.

The acting member of the supervisory board Dr. Wolfgang Baur is independent and has expertise in the fields of financial/accounting and auditing.

It is intended to align the terms of office of the supervisory board members. The acting member of the supervisory board Donald James Stebbins and Dr. Wolfgang Baur have been elected until the conclusion of the annual general meeting resolving on the formal approval for the fiscal year 2019. The term of the newly elected supervisory board member shall end at the same time, i.e. also upon the conclusion of the annual general meeting resolving on the formal approval for the fiscal year 2019.

In compliance with the German Corporate Governance Code, it is envisaged to hold the elections to the supervisory board by way of a separate vote on the individual candidates.

In consideration of the objectives adopted by the supervisory board with regard to the composition of the supervisory board and based on the recommendation of the nomination committee, the supervisory board proposes to elect

- (a) for the time as of the conclusion of the General Meeting on 4 December 2017 until the conclusion of the annual general meeting resolving on the formal approval for fiscal year 2019

Ms. Joanne Finnorn, resident in Bloomfield Hills, Michigan, USA, Legal Counsel and Officer of Superior Industries International, Inc., Southfield, Michigan, USA, as member of the supervisory board and

- (b) for the time as of effectiveness of the under agenda item 2 proposed amendment of the Articles of Association by registration in the commercial register of the Company until the conclusion of the annual general meeting resolving on the formal approval for fiscal year 2019

Mr. Shawn J. Pallagi, resident in Carmel, Indiana, USA, Senior Vice President & Chief Human Resources Officer of Superior Industries International, Inc., Southfield, Michigan, USA, as member of the supervisory board.

### **Supplementary information on agenda item 3 (elections to the supervisory board)**

Further information on the candidates, in particular their CV, is available on the Company's website at [www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/](http://www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/).

Joanne Finnorn is member of the following other statutory supervisory boards or comparable German and foreign supervisory committees of commercial enterprises:



none

Shawn J. Pallagi is member of the following other statutory supervisory boards or comparable German and foreign supervisory committees of commercial enterprises:

none

Information on the personal or business relationships of the proposed candidates pursuant to section 5.4.1 of the German Corporate Governance Code:

Joanne Finnorn is holding the following positions with the major shareholder of UNI WHEELS AG, Superior Industries International, Inc. and its group companies:

Legal Counsel and Officer of Superior Industries International, Inc., Southfield, Michigan, USA

Shawn J. Pallagi is holding the following positions with the major shareholder of UNI WHEELS AG, Superior Industries International, Inc. and its group companies:

Senior Vice President & Chief Human Resources Officer of Superior Industries International, Inc., Southfield, Michigan, USA

According to the supervisory board's assessment, the above-named candidates do not have any other personal or business relationship with UNI WHEELS AG or its group companies, the bodies of UNI WHEELS AG or a majority shareholder of UNI WHEELS AG, the disclosure of which is recommended by section 5.4.1 of the German Corporate Governance Code.

The supervisory board has obtained the proposed candidates' confirmation that they remain able to spend the time expected for the office.

### **Requirements for the participation in the General Meeting and the exercise of the voting right**

Only those shareholders shall be entitled to participate in the General Meeting and exercise their voting rights in person or by proxy who have registered in due time prior to the General Meeting.

The registration shall be in German or English and in text form (section 126b German Civil Code (*Bürgerliches Gesetzbuch*)).

In order to prove their entitlement to participate in the General Meeting, shareholders shall enclose to their registration a separate proof of shareholding in text form and in German or English issued by a domestic or foreign securities depository institution (proof of shareholding) according to section 16 (2) sentence 1 of the Articles of Association. According to section 16 (2) sentence 2 of the Articles of Association Securities depository institutions within the meaning of the foregoing sentence shall include, without limitation, domestic or foreign central depositories for securities. The proof of shareholding must relate to the beginning of the twenty-first day (local time at the Company's registered seat) before the General Meeting, i.e. **13 November 2017, 00:00 hrs. (CET)** (record date).

The registration and the proof of shareholding must be received by the Company at the following address, fax number or e-mail address by **27 November 2017, 24:00 hrs. (CET)** at the latest:



UNI WHEELS AG  
c/o Link Market Services GmbH  
Landshuter Allee 10  
80637 Munich  
Germany

Fax number: +49 (0) 89 210 27 289

E-mail address: [inhaberaktien@linkmarketservices.de](mailto:inhaberaktien@linkmarketservices.de)

Only parties who have provided this proof of shareholding are considered to be shareholders of the Company entitled to participate in the General Meeting or to exercise their voting rights. This means that shareholders having acquired their shares only after the record date may neither participate in the General Meeting as shareholder nor do they can exercise voting rights as shareholder in the General Meeting. The record date shall have no effect on the marketability of the shares. Shareholders selling their shares after the record date shall, nevertheless, be entitled to participate in the General Meeting and exercise their voting rights if they have registered in due time and submitted the proof of shareholding.

Shareholders registering for the General Meeting will receive a ticket. Tickets are organizational aids only and no requirement for the participation in the General Meeting and the exercise of the voting right.

### **Information on the casting of votes by a proxy**

The shareholders that do not intend to exercise their voting rights in person may be represented at the General Meeting by a proxy, e.g., the depository bank or any other credit institution, a shareholders' association, proxies bound by the instructions of and appointed by the Company or any other individual of their choice. In case of granting a proxy, registration in due time and receipt of the proof of shareholding in due time and in the above-described form shall also be required. In the event that a shareholder authorizes more than one individual, the Company reserves the right to reject one or several of these proxies.

### ***Procedure for the casting of votes by proxies***

Shareholders who do not wish to exercise their voting rights in the General Meeting in person but have them exercised by proxies shall duly authorize such proxies prior to the vote.

Powers of attorney to exercise the voting right, their revocation and proof of authorization vis-à-vis the Company shall require text form if neither a credit institution nor a shareholders' association, a person which is equivalent to any other credit institutions pursuant to section 135 (8) AktG or an institute or company which is equivalent to a credit institution pursuant to section 135 (10) in conjunction with section 125 (5) AktG is authorized to exercise the voting right and the power of attorney does not fall in the scope of section 135 AktG in other respects. The power of attorney shall either be granted vis-à-vis the Company using the following address, fax number or e-mail address

UNI WHEELS AG  
c/o Link Market Services GmbH  
Landshuter Allee 10  
80637 Munich  
Germany



Fax number: +49 (0) 89 210 27 289

E-mail address: [inhaberaktien@linkmarketservices.de](mailto:inhaberaktien@linkmarketservices.de)

or directly vis-à-vis the proxy. The same shall apply to the revocation. If the power of attorney is granted vis-à-vis the proxy, a proof of authorization in text form shall be required vis-à-vis the Company if neither a credit institution nor a shareholders' association, an individual which is equivalent to any other credit institutions pursuant to section 135 (8) AktG or an institute or company which is equivalent to a credit institution pursuant to section 135 (10) in conjunction with section 125 (5) AktG is authorized and the power of attorney does not fall in the scope of section 135 AktG in other respects.

For granting the power of attorney, the form printed on the ticket may be used. It is, however, also possible for shareholders to issue a separate power of attorney. A power of attorney form can be found on the Internet at [www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/](http://www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/). Power of attorney forms are also held available during the general meeting. Powers of attorney may, however, also be granted in any other way complying with the form requirement.

Shareholders and their proxies may submit the proof of authorization or revocation of the power of attorney to the Company using the following address, fax number or e-mail address:

UNI WHEELS AG  
c/o Link Market Services GmbH  
Landshuter Allee 10  
80637 Munich  
Germany

Fax number: +49 89 210 27 289

E-mail address: [inhaberaktien@linkmarketservices.de](mailto:inhaberaktien@linkmarketservices.de)

On the day of the General Meeting, such proof may also be furnished at the entrance and exit control of the General Meeting.

If powers of attorney are granted to credit institutions or shareholders' associations or persons, institutes or companies which are equivalent to any other credit institutions pursuant to section 135 (8) and (10) in conjunction with section 125 (5) AktG, neither section 134 (3) sentence 3 AktG requires text form nor includes the Articles of Association special provisions for this case. The mentioned may stipulate their own form requirements, which are to be inquired with the person to be granted the power of attorney. The special procedure according to section 135 (1) sentence 5 AktG should be noted.

### ***Authorization of proxies appointed by the Company***

In addition, we offer our shareholders to have themselves represented in the votes by proxies appointed by the Company, as directed by them. For this purpose, the proxy must be granted power of attorney and be given express and specific instructions for exercising the voting right with regard to any relevant agenda item. To the extent there is no express and specific instruction, the proxy shall abstain from voting on the respective subject matter of the vote. Proxies are obligated to vote as instructed.

The proxies appointed by the Company shall not accept instructions to make statements, file objections against resolutions adopted by the General Meeting, raise questions or file motions.



They shall only vote on such motions and proposals for which there are proposed resolutions by the management board and/or the supervisory board announced within the scope of such convocation or later pursuant to section 124 (3) AktG or by shareholders pursuant to sections 124 (1), 122 (2) sentence 2 AktG, or which are made accessible pursuant to sections 126, 127 AktG.

Power of attorney and instructions to the proxies appointed by the Company may be granted and/or given in text form using the power of attorney and instruction form printed on the tickets and available on the Internet at [www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/](http://www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/) as well as in the General Meeting, or in any other way complying with the form requirement.

For organizational reasons, powers of attorney and instructions granted and/or given in text form to the proxies appointed by the Company already prior to the General Meeting must be received by the Company at the following address, fax number or e-mail address by **3 December 2017, 24:00 hrs. (CET)** at the latest:

UNI WHEELS AG  
c/o Link Market Services GmbH  
Landshuter Allee 10  
80637 Munich  
Germany

Fax number: +49 (0) 89 210 27 289

E-mail address: [inhaberaktien@linkmarketservices.de](mailto:inhaberaktien@linkmarketservices.de)

This shall not affect the possibility to grant, change or revoke powers of attorney or instructions in text form to the proxies appointed by the Company at the entrance or exit control of the General Meeting on the day of such meeting.

If the shareholder or any other individual authorized by the shareholder participates in the General Meeting in person, any power of attorney granted to the proxies appointed by the Company in advance is not exercised.

### **Shareholders' rights**

Shareholders' rights prior to and during the General Meeting shall, among others, include the following. For further details in this respect, please visit [www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/](http://www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/)

### **Addition of items to the agenda**

Shareholders whose shares account for a total pro-rata amount of EUR 500,000 of the share capital (which corresponds to 500,000 shares) may request that items be placed on the agenda and announced pursuant to section 122 (2) AktG. A statement of reasons or a draft resolution must be attached to each new item. Such request is to be addressed in writing pursuant to section 122 (2) AktG in conjunction with (1) sentence 1 to the management board. It can be addressed to the following address:





UNI WHEELS AG  
Management board  
Gustav-Kirchhoff-Str. 10  
67098 Bad Dürkheim  
Germany

It must be received by the Company no later than 30 days prior to the General Meeting, not taking into account the day of receipt of the request. Thus, the last possible day of receipt is **Friday, 3 November 2017, 24:00 hrs. (CET)**. Pursuant to section 122 (2) in conjunction with (1) AktG, the relevant shareholders must provide evidence that they have owned the required number of shares for at least 90 days prior to the day the request is received and that they hold the shares until the management board decides on the request, with section 70 AktG being applicable when calculating the time for holding the shares. Section 121 (7) AktG is to be applied accordingly to the calculation of the period.

Additions of items to the agenda that are to be announced shall be published in the German Federal Gazette without undue delay upon receipt of the request, and forwarded to those media for publication which can be assumed to disseminate the information throughout the entire European Union. They shall further be published on the Internet at [www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/](http://www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/) and communicated to the shareholders.

For further explanations as to any additions of items to the agenda, please visit [www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/](http://www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/).

### **Counter motions and election proposals**

Shareholders may file counter motions against proposals of the management board and/or the supervisory board with respect to a particular agenda item. Shareholders wishing to announce motions to be filed with the General Meeting shall submit such motions exclusively to the following address, fax number or e-mail address:

UNI WHEELS AG  
c/o Link Market Services GmbH  
Landshuter Allee 10  
80637 Munich  
Germany

Fax number: +49 (0) 89 210 27 298

E-mail address: [antraege@linkmarketservices.de](mailto:antraege@linkmarketservices.de)

The Company shall make accessible any counter motions against proposals made by the management board and/or the supervisory board with respect to the agenda items to be made accessible pursuant to section 126 (1) AktG, including the respective shareholder's name, the underlying reasons and comments on the part of the administration, if any, on the Company's website at [www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/](http://www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/) if the counter motion and the reasons have been received at one of the aforementioned addresses by **19 November 2017 24:00 hrs. (CET)** at the latest.



Under certain conditions, the Company is not obliged to make accessible a countermotion and the reasons given for such countermotion. Pursuant to section 126 (2) AktG, this is for example the case if the countermotion would result in a resolution of the General Meeting which is either unlawful or in breach of the Articles of Association or if the reasons contain key statements which are manifestly incorrect or misleading or of an insulting nature.

The reasons given for an admissible countermotion need not be made accessible if the text exceeds 5,000 characters in total. The management board of the Company reserves the right to combine counter-motions and the reasons given for them if several shareholders file counter-motions relating to the same subject matter of a resolution.

The above statements, including the above-specified addresses, shall apply analogously to election proposals made by shareholders, subject to the provision that there is no need for reasons to be given for the election proposal and that the Company is also not obliged to make the election proposal accessible if it lacks the name, practiced profession and place of residence of the individual to be elected (section 127 AktG). Proposals for the election of supervisory board members also need not be made accessible if they do not include information on the membership of the suggested candidate in other statutory supervisory boards within the meaning of section 125 (1) sentence 5 AktG.

Please note that even if counter-motions and election proposals are submitted to the Company in due time in advance, they shall only be considered in the General Meeting if they are made or submitted in such meeting. The right of every shareholder to file counter-motions regarding the various agenda items or to submit election proposals during the General Meeting without having submitted them to the Company in advance shall remain unaffected.

### **Right to information pursuant to 131 (1) AktG**

To the extent required to allow for a proper assessment of the agenda items, each shareholder shall, upon request, be provided by the management board with information in the General Meeting regarding the Company's affairs. The obligation to provide information also extends to the legal and business relationships between the Company and any associated company, the situation of the group and the companies included in the consolidated financial statements.

The management board may refuse to provide information for the reasons set forth in section 131 (3) AktG, for example, in so far as according to sound business judgment, providing such information is likely to cause significant damage to the Company or any associated company.

Section 17 (4) of the Articles of Association of the Company authorizes the chairperson to impose a reasonable time limit on the shareholders' right to ask questions and to make statements. The chairperson shall, in particular, be authorized to reasonably determine – at the beginning of the General Meeting or during its course – a time frame with respect to the course of the meeting, the discussion on individual agenda items as well as individual statements or questions.

### **Reference to the Company's website and further explanations**

This convocation of the General Meeting, the documents to be made accessible and the motions filed by shareholders as well as any further information are also available on the Company's website at [www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/](http://www.uniwheels.com/uwag/en/home/investor-relations/general-meeting/extraordinary-general-meeting-2017/) pursuant to section 124a AktG. Further explanations as to the shareholders' rights pursuant to sections 122 (2), 126 (1), 127 and 131 (1) AktG can also be found on this website. Moreover, all documents to be made accessible to the General Meeting are available for inspection in the General Meeting.

### **Number of shares and voting rights**

At the time the General Meeting is convened, the Company's share capital is divided into 12,400,000 non-par value bearer shares. Each share entitles its holder to one vote. The total number of shares and voting rights (according to section 30b (1) sentence 1 no. 1 alternative 2 WpHG) existing at the time the General Meeting is convened amounts to, thus, 12,400,000. At the time the General Meeting is convened, the Company holds no treasury shares.

**Bad Dürkheim, in October 2017**

**UNI WHEELS AG**  
***The Management Board***