



**EPIGENOMICS AG  
BERLIN**

**VOTING RESULTS AND INFORMATION ON THE LIST OF PARTICIPANTS  
IN THE TAKING OF VOTES WITHOUT A MEETING**

relating to the

€2,675,000 CONVERTIBLE BONDS

due for redemption on December 31, 2015  
ISIN: DE000A1YC2W2 / WKN: A1YC2W  
(collectively the "**Epigenomics Bonds**")

of Epigenomics AG with registered office in Berlin, registered in the commercial register of the Local Court (*Amtsgericht*) of Charlottenburg under HRB 75861 and having its business address at Geneststraße 5, 10829 Berlin (hereinafter also referred to as the "**Issuer**").

In the voting period which started on Tuesday, December 15, 2015, at 0:00 (CET) and ended on Thursday, December 17, 2015, at 24:00 (CET) ("**Voting Period**"), a vote was taken without a meeting (the "**Taking of Votes Without a Meeting**") by the holders of the Epigenomics-Bonds (each a "**Bondholder**" and collectively the "**Bondholders**"). In the Taking of Votes Without a Meeting, the Issuer's resolution proposal set out under clauses 2.1 and 2.2 in the Request to Cast the Vote published in the Federal Gazette (*Bundesanzeiger*) on November 30, 2015 was put to the vote.

**1. Voting result**

In the Taking of Votes Without a Meeting, the Bondholders adopted the following resolutions:

1.1. "§ 4 (1) of the Terms and Conditions is amended to read as follows:

- |  |   |
|--|---|
| <p>(1) <b>Endfälligkeit.</b> Die Schuldverschreibungen werden am 31. Dezember 2016 (dem "<b>Endfälligkeitstag</b>") zu ihrem Nennbetrag zurückgezahlt, sofern sie nicht vorzeitig zurückgezahlt oder ge-</p> | <p>(1) <b>Final Maturity.</b> The Bonds shall be redeemed at their Principal Amount on December 31, 2016 (the "<b>Maturity Date</b>"), unless they have previously been redeemed or converted or repur-</p> |
|--|---|

wandelt oder zurückgekauft und entwertet worden sind oder die Anleiheschuldnerin ihr Endfälligkeitwandlungsrecht nach § 10(1) ausübt und die Anleihegläubiger zur Endfälligkeitwandlung nach § 10(3) verpflichtet.

chased and cancelled or unless the Issuer exercises its Maturity Date Conversion Right pursuant to § 10(1) and commits the Bondholders to Maturity Date Conversion pursuant to § 10(3)."

1.2 "§ 13 (2) (a) of the Terms and Conditions is supplemented by sentences 2 and 3 and reads as follows:

- (a) **Ausgabe von Aktien.** In den Fällen, in denen (a) die Anleiheschuldnerin vor dem letzten Tag des Ausübungszeitraums oder einem früheren Rückzahlungstag Aktien zu einem tatsächlichen Gegenwert (der "**Neuausgabepreis**") ausgibt oder verkauft (einschließlich der Ausgabe oder des Verkaufs von Aktien, die im Namen der Anleiheschuldnerin als Eigentum oder in Besitz gehalten werden), der unter dem Wandlungspreis liegt, der unmittelbar vor einer solchen Ausgabe oder eines solchen Verkauf gilt (der jeweilige Wandlungspreis wird als "**Maßgeblicher Preis**" bezeichnet, das vorstehende als "**Verwässernde Ausgabe**"), wird unverzüglich nach einer solchen verwässernden Ausgabe der jeweilige Wandlungspreis auf den Neuausgabepreis reduziert. Soweit eine Reduzierung des Maßgeblichen Preises nach dem vorstehenden Satz dazu führt, dass die nach § 11(1) im Falle der Wandlung sämtlicher zum Zeitpunkt der Verwässernden Ausgabe ausstehenden Schuldverschreibungen maximal zu liefernde Anzahl an Aktien (auch unter Berücksichtigung etwaig erfolgreicher Wandlungszuzahlungen der Anleihegläubiger) die Anzahl der Aktien überschreitet, die unter dem gemäß Beschluss der Hauptversammlung der Anleiheschuldnerin vom 6. Mai 2013 geschaffenen und im Zeitpunkt der Verwässernden Ausgabe noch verfügbaren bedingten Kapital ausgegeben werden können, (die "**Jeweilige Aktienhöchstgrenze**") wird der Maßgebliche Preis nur soweit reduziert, dass die nach § 11(1) im Falle der Wandlung sämtlicher zum Zeitpunkt der Verwässernden Ausgabe ausstehenden Schuldverschreibungen maximal zu liefernde Anzahl an Aktien (auch unter Berücksichtigung etwaig erfolgreicher Wandlungszuzahlungen der Anleihegläubiger) der Jeweiligen Aktienhöchstgrenze entspricht; der sich hieraus ergebende Wandlungspreis wird stets auf volle Cent aufgerundet. Insoweit gilt für den nach
- Issuance of Shares.** If the Issuer prior to the last day of the Conversion Period or an earlier date of redemption issues or sells any Shares (including the issuance or sale of Shares owned or held by or for the account of the Issuer) for an effective consideration per share (the "**New Issuance Price**") less than a price equal to the Conversion Price in effect immediately prior to such issue or sale (such Conversion Price then in effect is referred to as the "**Applicable Price**") (the foregoing a "**Dilutive Issuance**"), then immediately after such Dilutive Issuance, the Conversion Price then in effect shall be reduced to the New Issuance Price. Provided that a reduction of the Applicable Price pursuant to the proceeding sentence will result in the maximum number of Shares to be delivered in accordance with § 11(1) in the case of a conversion of all Bonds outstanding at the time of the Dilutive Issuance (also taking into account respective Conversion Payments by Bondholders) to exceed such number of Shares which may legally be issued pursuant to the Issuer's conditional capital as created by resolution of its shareholders' meeting on May 6, 2013 and as available at the time of the Dilutive Issuance (the "**Respective Share Threshold**"), the Applicable Price will be reduced only to the extent that the maximum number of Shares to be delivered in accordance with § 11(1) in the case of a conversion of all Bonds outstanding at the time of the Dilutive Issuance (also taking into account respective Conversion Payments by Bondholders) equals the Respective Share Threshold; the resulting Conversion Price will be rounded upwards to the nearest full Cent. Insofar

Satz 1 angepassten Wandlungspreis:

$$E' \geq \frac{(F + Cp) \times Bn}{Sc}$$

wobei gilt:

E'	=	der nach der Verwässernden Ausgabe angepasste Wandlungspreis,
F	=	der Nennbetrag,
Cp	=	die Wandlungszuzahlung,
Bn	=	die Anzahl an ausstehenden Schuldverschreibungen zum Zeitpunkt der Verwässernden Ausgabe, und
Sc	=	die Jeweilige Aktienhöchstgrenze.

the following applies to a reduction of the Conversion Price pursuant to sentence 1:

$$E' \geq \frac{(F + Cp) \times Bn}{Sc}$$

where:

E'	=	the amended Conversion Price following the Dilutive Issuance,
F	=	the Nominal Value,
Cp	=	the Conversion Payment,
Bn	=	the number of Bonds outstanding at the time of the Dilutive Issuance, and
Sc	=	the Relevant Share Threshold "

The resolutions were adopted with the required majority. The Issuer has consented to the resolutions and to the resulting amendment to the Terms and Conditions of the Epigenomics Bonds.

Clearstream Banking AG, Frankfurt am Main, will amend the global certificate deposited with it in respect of the Bonds accordingly.

## 2. List of participants in the Taking of Votes Without a Meeting

The list of participants in the Taking of Votes Without a Meeting is only made available to Bondholders.

Upon request and presentation of appropriate evidence of a Bondholder's holding of one or more Bonds of the Epigenomics Bonds in the form of a special confirmation issued in text form (Sec. 126b of the German Civil Code (*Bürgerliches Gesetzbuch*) by the depositary bank, each Bondholder will promptly receive a copy of the list of participants.

In order to receive a list of participants in the Taking of Votes Without a Meeting, please contact the Issuer or the scrutineer by mail, telefax or email:

Epigenomics AG  
 "2013 Convertible Bonds: Taking of Votes Without a Meeting"  
 Geneststraße 5  
 10829 Berlin, Germany  
 Telefax: +49 30 24345-555

Telephone: +49 30 24345-386

Email: [ir@epigenomics.com](mailto:ir@epigenomics.com)

or:

Notary

Hans-Hermann Rösch

- Scrutineer -

"Epigenomics AG 2013 Convertible Bonds – Taking of Votes without a Meeting"

Gleiss Lutz Hootz Hirsch PartmbB Rechtsanwälte, Steuerberater

Friedrichstraße 71

10117 Berlin, Germany

Fax: +49 30 800 979 979

Email: [hans-hermann.roesch@gleisslutz.com](mailto:hans-hermann.roesch@gleisslutz.com)

Berlin, December 2015

**Epigenomics AG**

Berlin, December 2015

**Notary Hans-Hermann Rösch**

**- Scrutineer -**

- Annex -

**Letter of the scrutineer, notary Mr Hans-Hermann Rösch  
dated December 18, 2015**

In accordance with Sec. 18 (1) in conjunction with Sec. 15 (2) sentence 3 of the German Law on Debt Securities (*Schuldverschreibungsgesetz*), I, Hans-Hermann Rösch, notary in Berlin, as scrutineer of the Taking of Votes Without a Meeting held in the period from December 15, 2015, 0:00 (CET) until December 17, 2015, 24:00 (CET) by the Bondholders of the

€2,675,000 CONVERTIBLE BONDS  
due for redemption on December 31, 2015  
ISIN: DE000A1YC2W2 / WKN: A1YC2W

issued by Epigenomics AG, with registered office in Berlin, registered in the commercial register of the local court of Charlottenburg under number HRB 75861 and with business address at Geneststrasse 5, 10829 Berlin, Germany, will make available to all Bondholders the list of participating Bondholders entitled to vote.

As set out in the enclosed list of participating Bondholders entitled to vote, I have received within the Voting Period in my capacity as scrutineer the votes of 10 voting Bonds with an overall principal amount of EUR 1,070,000.00 (100 per cent of the total of 10 outstanding Bonds with a principal amount of EUR 107,000.00 each).

The quorum of Bondholders participating in the vote representing at least half of the value of the outstanding Bonds as required under Sec. 18 (1) in conjunction with Sec. 15 (3) of the German Law on Debt Securities has thus been reached.

The voting results regarding the resolutions set out under clauses 2.1 and 2.2 in the Request to Cast the Vote published on November 30, 2015 in the Federal Gazette are as follows:

1. Amendment of the provision regarding the Maturity Date

The counting of the votes for the resolution resulted in 10 "Yes" votes and 0 "No" votes; there were no abstentions. The scrutineer has not received any invalid votes. The quorum of at least 75 per cent of the voting rights participating in the vote (qualified majority) required for adoption of the resolution pursuant to Sec. 5 (4) of the German Law on Debt Securities has thus been reached.

Consequently, the resolution on the amendment of the content of Sec. 4 (1) of the Terms and Conditions has been adopted as set out in the resolution proposal.

The undersigned notary therefore states that the resolution proposal which was put to the vote has been approved by more than 75 per cent of the participating Bonds with at least half of the outstanding Bonds participating in the vote pursuant to Sec. 5 (4) sentence 2 of the German Law on Debt Securities.

## 2. Amendment of Dilution Adjustments

The counting of the votes for the resolution resulted in 10 "Yes" votes and 0 "No" votes; there were not abstentions. The scrutineer has not received any invalid votes. The quorum of at least 75per cent of the voting rights participating in the vote (qualified majority) required for adoption of the resolution pursuant to Sec. 5 (4) of the German Law on Debt Securities has thus been reached.

Consequently, the resolution on the amendment of the content of § 13 (2)(a) of the Terms and Conditions has been adopted as set out in the resolution proposal.

The undersigned notary therefore states that the resolution proposal which was put to the vote has been approved by more than 75 per cent of the participating Bonds with at least half of the outstanding Bonds participating in the vote pursuant to Sec. 5 (4) sentence 2 of the German Law on Debt Securities.

Berlin, December 18, 2015

*signed Notary Hans-Hermann Rösch*