

Courtesy Translation

**Invitation to the
2014 Annual General Meeting**

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Courtesy Translation

This translation is legally irrelevant and a working translation only. Legally binding and relevant, particularly in case of any discrepancies, is solely the German text.



Courtesy Translation

Dear Shareholder,

You are hereby invited to attend the
Annual General Meeting of Celesio AG,
which will be taking place at the Porsche Arena,
Mercedesstraße 69, 70372 Stuttgart,
on **Tuesday, 15 July 2014, at 10:00 a.m.**

Content

Agenda	4
1. Presentation of the annual financial statements and consolidated financial statements, the combined management report including the report on the disclosures pursuant to § 289 (4) and (5) and § 315 (4) HGB and the report of the Supervisory Board	4
2. Appropriation of net retained profit	4
3. Ratification of the actions of the members of the Management Board	5
4. Ratification of the actions of the members of the Supervisory Board	5
5. Amendment of the fiscal year and of the Articles of Association	5
6. Election of the auditor and the Group auditor	6
7. Elections to the Supervisory Board	6
8. Approval of the conclusion of two amendment agreements to existing domination and profit and loss transfer agreement	7
9. Approval of a domination and profit and loss transfer agreement between Celesio AG and GEHE Immobilien Verwaltungs-GmbH	10
10. Approval of a domination and profit and loss transfer agreement between Celesio AG and Dragonfly GmbH & Co. KGaA	14
Supplementary information on item 7 of the agenda	24
Attendance at the Annual General Meeting	26
Proxy voting	26
Company-appointed proxies	28
Procedure for voting by postal ballot	29
Shareholders' rights	30
Motions for an addition to the agenda	30
Counter-motions and nominations by shareholders	30
Right to information	31
Website providing access to information pursuant to § 124a of the AktG	31
Total number of shares and voting rights as at the date on which the Annual General Meeting is convened	31
Webcast	31
Financial calendar	32
Directions to the Porsche-Arena, Stuttgart	33

Agenda

- 1. Presentation of the adopted annual financial statements of Celesio AG and the approved consolidated financial statements as at 31 December 2013, the combined management report for Celesio AG and the Group, including the explanatory report of the Management Board on the disclosures pursuant to § 289 (4) and (5) and § 315 (4) of the German Commercial Code (Handelsgesetzbuch, "HGB") and the report of the Supervisory Board for the 2013 fiscal year.**

The aforementioned documents can be accessed on the company's homepage at www.celesio.com/hauptversammlung from the date the Annual General Meeting is convened. The aforementioned documents will also be available for inspection by the shareholders at the business premises of Celesio AG, Neckartalstraße 155, 70376 Stuttgart, from the date the Annual General Meeting is convened. A copy of these documents will be issued and sent to each shareholder at no cost on request. The request must be addressed to

Celesio AG
 Group Legal
 Neckartalstraße 155
 70376 Stuttgart
 Fax: +49 711 5001-590
 E-Mail: legal@celesio.com

The aforementioned documents will also be available for inspection at the Annual General Meeting of Celesio AG. They will be explained at the Annual General.

This agenda item will not be subject to any resolution, in that the Supervisory Board has approved the audited annual financial statements and consolidated financial statements, and the annual financial statements have therefore been adopted.

- 2. Resolution on the appropriation of net retained profit for the 2013 fiscal year**

The Management Board and the Supervisory Board propose that the net retained profit of EUR 82,356,815.36 reported for the 2013 fiscal year be appropriated as follows:

- a) Distribution of a dividend of EUR 0.30 per share on the dividend-bearing share capital for the 2013 fiscal year of EUR 217,728,000.00, which is divided into 170,100,000 no-par value shares = EUR 51,030,000.00.
- b) To carry forward the amount of EUR 31,326,815.36 to a new account.

The dividend will be presumably payable as of 16 July 2014.

3. Resolution to ratify the actions of the members of the Management Board for the 2013 fiscal year

The Management Board and the Supervisory Board propose that the actions of the Management Board members holding office during the 2013 fiscal year be ratified for this period.

4. Resolution to ratify the actions of the members of the Supervisory Board for the 2013 fiscal year

The Management Board and the Supervisory Board propose that the actions of the Supervisory Board members holding office during the 2013 fiscal year be ratified for this period.

5. Resolution to amend the fiscal year of the Company and amend the Articles of Association accordingly in § 10 (Fiscal year - Annual Financial Statements)

In order to standardise the fiscal year within the Group and to facilitate consolidated accounting the Company's fiscal year is to be adjusted and in future run from 1 April of one year to 31 March of the following year.

The Management Board and the Supervisory Board propose the following resolution:

- a) The Company's fiscal year, which currently corresponds to the calendar year, is changed and in future run from 1 April of one year to 31 March of the following year. The change will take effect from 1 April 2015.
- b) § 10 of the Articles of Association will be reworded as follows.

„§ 10 Fiscal year - Annual Financial Statements

The fiscal year of the Company runs from 1 April of one year to 31 March of the following year. The period from 1 January to 31 March 2015 constitutes a short fiscal year.

6. Election of the auditor and the Group auditor for the 2014 fiscal year, the 2015 short fiscal year from 1 January 2015 to 31 March 2015 and the interim financial reports for the 2015 / 2016 fiscal year.

- a) Based on the recommendation of the Audit Committee, the Supervisory Board proposes the election of Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, as auditor and Group auditor for the 2014 fiscal year and for the review of the 2014 half-year report and quarterly reports for the first through third quarters of 2014, insofar as a review of these reports is commissioned.
- b) Based on the recommendation of the Audit Committee, the Supervisory Board proposes the election of Deloitte & Touche GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, as auditor and Group auditor for the 2015 short fiscal year from 1 January 2015 through 31 March 2015 and for the review of the interim financial reports for the 2015 / 2016 fiscal year that will be prepared prior to the Annual General Meeting in 2015, insofar as a review of these reports is commissioned.

7. Elections to the Supervisory Board

Pursuant to §§ 96 (1) and 101 (1) of the German Stock Corporation Act (Aktengesetz, „AktG“), §§ 1 (1) and 7 (1) sentence 1 No. 1 of the German Co-Determination Act (Mitbestimmungsgesetz, „MitbestG“) and § 5 (1), sentence 1 of the Articles of Association, the Supervisory Board is composed of six members to be elected by the Annual General Meeting and six members to be elected by the employees.

Dr Florian Funck, Mr Stephan Gemkow and Mr Hanspeter Spek, members of the Supervisory Board, have resigned their offices effective the end of 13 March 2014. Through a decision of the Stuttgart district court Mr John H. Hammergren, Dr Wilhelm Haarmann and Mr Paul C. Julian were appointed as members of the Supervisory Board of Celesio AG with effect from 14 March 2014. As their judicial appointment as members of the Supervisory Board shall end with the Annual General Meeting on 15 July 2014, Mr Hammergren, Dr Haarmann and Mr Julian are now to be elected to the Supervisory Board as representatives of the shareholders by the Annual General Meeting.

The Annual General Meeting is under no obligation to accept nominations.

Based on the recommendation of the Nomination Committee, the Supervisory Board nominates:

- a) Mr John H. Hammergren, resident in Wolfeboro, New Hampshire, United States of America, Chairman of the Board of Directors, President and Chief Executive Officer of McKesson Corporation, San Francisco, United States of America,
- b) Dr Wilhelm Haarmann, resident in Kronberg im Taunus, lawyer, auditor, tax consultant and partner with Linklaters LLP, Frankfurt am Main, and
- c) Mr Paul C. Julian, resident in Wellesley, Massachusetts, United States of America, Executive Vice President and Group President of McKesson Corporation, San Francisco, United States of America,

for election to the Supervisory Board as representatives of the shareholders from the conclusion of the Annual General Meeting on 15 July 2014 for the period until the conclusion of the Annual General Meeting that will resolve on ratification for the 2018 fiscal year.

The intention is to hold the election on an individual basis pursuant to number 5.4.3, sentence 1 of Germany's Corporate Governance Code. If elected Mr Hammergren shall be suggested as candidate for the Chair of the Supervisory Board.

Additional information on agenda item 7 is available following agenda item 10.

8. Resolution on the approval of the conclusion of two amendment agreements to existing domination and profit and loss transfer agreement

The following control and profit and loss transfer agreements exist between Celesio AG as controlling company and two of its subsidiaries under the legal form of a GmbH, in each case as controlled company:

- Domination and profit and loss transfer agreement between Celesio AG and Admenta Deutschland GmbH, Stuttgart, of 15 February 2006;
- Domination and profit and loss transfer agreement between Celesio AG and GEHE Pharma Handel GmbH, Stuttgart, of 22 April 1996, amended by the rider of 22 December 2000.

Celesio AG and Admenta Deutschland GmbH, and Celesio AG and GEHE Pharma Handel GmbH, have concluded amendment agreements to the aforementioned domination and profit and loss transfer agreement regarding the provisions on loss transfer. These amendments are intended to clarify that the references already contained in the agreements on the legal provision relating to loss transfer pursuant to § 302 of the AktG always refer to the version of § 302 of the AktG that is in force at the time. The reason for the clarification is the Act on the Modification

and Simplification of Business Taxation and of the Tax Law on Travel Expenses (Gesetz zur Änderung und Vereinfachung der Unternehmensbesteuerung und des steuerlichen Reisekostenrechts) of 20 February 2013, which took effect on 26 February 2013 (Federal Law Gazette I 2013, 285). Consequently, profit and loss transfer agreements with a GmbH as a subsidiary must in future include a reference to the provisions of § 302 of the AktG in the version in effect at the time, pursuant to § 17, sentence 2, number 2 of the Corporation Tax Act (Körperschaftsteuergesetz, KStG) (dynamic reference).

The two amendment agreements each have the following key contents:

- In accordance with the version of § 302 of the AktG in effect at the time, Celesio AG undertakes to compensate for each annual loss of the respective subsidiary that occurs during the agreement period, unless these are compensated for by the release of the free reserve amounts established during the term of the respective agreement pursuant to § 3 (2), sentence 2 of the respective domination and profit and loss transfer agreement.
- § 3 (3), sentence 2 of the domination and profit and loss transfer agreement between Celesio AG and GEHE Pharma Handel GmbH applies respectively to the due date of and interest on the obligation to compensate for losses (the domination and profit and loss transfer agreement between Celesio AG and Admenta Deutschland GmbH already contains a corresponding provision).
- The amendment agreements are effective for the period starting 1 January 2014, and each is retroactive for tax purposes.

The other provisions of the control and profit and loss transfer agreements remain unchanged.

The amendment agreements will each become effective upon the approval of the Annual General Meeting of Celesio AG and subsequent entry into the commercial register of the respective subsidiary. The Shareholders' Meetings of the two subsidiaries have already approved the respective amendment agreements by a resolution of 19 February 2014.

The Management Board and the Supervisory Board propose the following resolution,

- a) The amendment agreement of 19 February 2014 relating to the domination and profit and loss transfer agreement between Celesio AG and Admenta Deutschland GmbH, Stuttgart, of 15 February 2006 be approved.
- b) The amendment agreement of 19 February 2014 relating to the domination and profit and loss transfer agreement between Celesio AG and GEHE Pharma Handel GmbH, Stuttgart, of 22 April 1996, amended by the rider of 22 December 2000, be approved.

A separate vote is planned for the approval of each of the amendment agreements.

Pursuant to § 293a of the AktG, the domination and profit and loss transfer agreement between Celesio AG and Admenta Deutschland GmbH of 15 February 2006, the domination and profit and loss transfer agreement between Celesio AG and GEHE Pharma Handel GmbH of 22 April 1996, together with the rider of 22 December 2000, the amendment agreements of 19 February 2014 to the aforementioned domination and profit and loss transfer agreement, the annual financial statements and consolidated financial statements of Celesio AG and the combined management reports for Celesio AG and the Group for the last three fiscal years, the annual financial statements of Admenta Deutschland GmbH and the annual financial statements and management reports of GEHE Pharma Handel GmbH for the last three fiscal years and the joint reports of the Management Board of Celesio AG and the management of the respective subsidiary will be available for inspection by shareholders at the business premises of Celesio AG, Neckartalstraße 155, 70376 Stuttgart, from the date the Annual General Meeting is convened. A copy of these documents will be issued and sent to each shareholder at no cost on request. The request must be addressed to

Celesio AG
Group Legal
Neckartalstr. 155
70376 Stuttgart
Fax: +49 711 5001-590
E-Mail: legal@celesio.com

The aforementioned documents will also be available at the Annual General Meeting of Celesio AG.

9. Resolution on the approval of a domination and profit and loss transfer agreement between Celesio AG and GEHE Immobilien Verwaltungs-GmbH

GEHE Immobilien Verwaltungs-GmbH, based in Stuttgart - a 100% subsidiary of Celesio AG - and Celesio AG concluded a domination and profit and loss transfer agreement on 19 February 2014. The domination and profit and loss transfer agreement requires the approval of the Shareholders' Meeting or Annual General Meeting of each party to the agreement to become effective. The Shareholders' Meeting of GEHE Immobilien Verwaltungs-GmbH approved the domination and profit and loss transfer agreement on 19 February 2014.

The Management Board and the Supervisory Board propose that the conclusion of the domination and profit and loss transfer agreement between Celesio AG as controlling company and GEHE Immobilien Verwaltungs-GmbH as controlled company of 19 February 2014 be approved.

The domination and profit and loss transfer agreement reads as follows:

„Domination and profit and loss transfer agreement between

Celesio AG, registered office: Stuttgart,
(Stuttgart District Court, HRB 9517)

and

GEHE Immobilien Verwaltungs-GmbH, registered office: Stuttgart,
(Stuttgart District Court, HRB 720008)

Preamble

Celesio AG is the sole partner of GEHE Immobilien Verwaltungs-GmbH.

§ 1 – Authority to manage and issue instructions

GEHE Immobilien Verwaltungs-GmbH submits the management control of its company in the hands of Celesio AG. Celesio AG is accordingly entitled to issue instructions to the management of GEHE Immobilien Verwaltungs-GmbH with regard to the management control of the company. In particular Celesio AG shall determine the measures required within the scope of statutory provisions for accounting and the annual financial statements.

§ 2 – Rights to information

1. Celesio AG is entitled to examine all the business documents of GEHE Immobilien Verwaltungs-GmbH at any time. The management of GEHE Immobilien Verwaltungs-GmbH is obligated to provide Celesio AG with all the information it requests regarding any statutory, economic, business and organisational matters at any time.
2. Without prejudice to the above agreed rights, GEHE Immobilien Verwaltungs-GmbH must report at least once a month on business development, and in particular on significant business transactions.
3. The annual financial statements of GEHE Immobilien Verwaltungs-GmbH must be submitted to Celesio AG for information, auditing and acceptance prior to their approval. Celesio AG may order amendments to be made within the scope of what is legally permitted.

§ 3 – Profit transfer

1. GEHE Immobilien Verwaltungs-GmbH undertakes, subject to the establishment or release of reserves pursuant to § 3 (2) of this agreement, to pay to Celesio AG the annual net profit excluding the transfer of profits, less the loss carried forward from the prior year, the amount to be transferred to the statutory reserves and the amount that is blocked from distribution pursuant to § 268 (8) of the HGB within the framework of the current provisions of § 301 of the AktG.
2. GEHE Immobilien Verwaltungs-GmbH may, with the consent of Celesio AG, transfer amounts from the annual net profit into other revenue reserves, insofar as this is permitted under commercial law and justified in economic terms on the basis of a reasonable commercial judgement. Other revenue reserves pursuant to § 272 (3) HGB and capital reserves from additional payments pursuant to § 272 (2) (4) HGB („free reserves“) that were set aside during the agreement period must be released at the request of Celesio AG and used to offset an annual net loss or transferred as profit. The transfer of amounts from the release of other reserves pursuant to § 272 (3) HGB or free reserves pursuant to § 272 (2) (4) HGB that were set aside before the conclusion of this agreement is excluded.
3. The obligation relating to the profit transfer shall apply for the first time to the entire profit for the fiscal year 2014. It shall be due at the end of each fiscal year and must be settled primarily via the consolidated settlement account.

§ 4 – Loss transfer

In accordance with the version of § 302 of the AktG in effect at the time, Celesio AG undertakes to compensate for each annual loss of GEHE Immobilien Verwaltungs-GmbH that occurs during the agreement period, unless these are compensated for by the release of the free reserve amounts established during the term of this agreement pursuant to § 3 (2), sentence 2 of this agreement.

§ 3 (3) of this agreement applies accordingly to the due date and interest payment of the obligation relating to loss compensation.

§ 5 – No external shareholders

At the conclusion of the agreement, Celesio AG is the sole partner of GEHE Immobilien Verwaltungs-GmbH. In this respect, the provision for an appropriate compensation for external shareholders in accordance with § 304 (1), sentence 3 of the AktG is waived.

§ 6 – Effectiveness and term

1. This agreement requires the approval of the Annual General Meeting of Celesio AG and the Shareholders' Meeting of GEHE Immobilien Verwaltungs-GmbH. It becomes effective with the recording of its existence in the commercial register of GEHE Immobilien Verwaltungs-GmbH and – with the exception of the right to issue instructions pursuant to § 1 – shall apply retrospectively from 1 January 2014.
2. The agreement is concluded for an indefinite period. It can be terminated at the end of each fiscal year of GEHE Immobilien Verwaltungs-GmbH starting 31 December 2019 upon written six-month notification. Should this agreement not become operative in the year of initial validity, the initial termination date will be set back by the number of the fractions of a year of the postponement. The right to termination without notice for good cause remains unaffected for each party to the agreement. Good cause can be deemed to exist particularly in the event of the sale or contribution of GEHE Immobilien Verwaltungs-GmbH by Celesio AG and the transformation or liquidation of one of the parties to the agreement, and it exists in any case in which Celesio AG no longer owns a majority interest in GEHE Immobilien Verwaltungs-GmbH.

§ 7 – Provision of security

When the agreement ends Celesio AG must provide the creditors of GEHE Immobilien Verwaltungs-GmbH with security in accordance with § 303 of the AktG.

§ 8 – Other

Should one of the provisions of this agreement be or become invalid the parties to the agreement undertake to replace the invalid provisions in each case with a valid provision that corresponds with the legal and economic purpose originally intended by the parties, or comes as close as possible to it. All other provisions of the agreement shall remain unaffected.

Stuttgart, 19 February 2014

Celesio AG

Dr. Marion Helmes
(Member of the
Management Board)

ppa. Manuel Borstel
Authorized Representative

Stuttgart, 19 February 2014
GEHE Immobilien Verwaltungs-GmbH

Rainer Baumgärtner
(Managing Director)

Daniela Bopp
(Managing Director)“

The domination and profit and loss transfer agreement between Celesio AG and GEHE Immobilien Verwaltungs-GmbH of 19 February 2014, the annual financial statements and consolidated financial statements of Celesio AG and the combined management reports for Celesio AG and the Group for the last three fiscal years, the annual financial statements of GEHE Immobilien Verwaltungs-GmbH for the last three fiscal years and the joint report of the Management Board of Celesio AG and the management of GEHE Immobilien Verwaltungs-GmbH prepared pursuant to § 293a of the AktG will be available via the Company's website at www.celesio.com/hauptversammlung from the date the Annual General Mee-

ting is convened. The aforementioned documents will also be available for inspection by the shareholders at the business premises of Celesio AG, Neckartalstraße 155, 70376 Stuttgart, from the date the Annual General Meeting is convened. A copy of these documents will be issued and sent to each shareholder at no cost on request. The request must be addressed to

Celesio AG
Group Legal
Neckartalstraße 155
70376 Stuttgart
Fax: +49 711 5001-590
E-Mail: legal@celesio.com

The aforementioned documents will also be made available at the Annual General Meeting of Celesio AG.

10. Resolution on the approval of a domination and profit and loss transfer agreement between Celesio AG and Dragonfly GmbH & Co. KGaA

Dragonfly GmbH & Co. KGaA, based in Frankfurt am Main – a 100% indirect subsidiary of McKesson Corporation based in San Francisco, California, USA – and Celesio AG concluded a domination and profit and loss transfer agreement on 22 May 2014. The domination and profit and loss transfer agreement requires the approval of the Annual General Meetings of each party to the agreement to become effective. The Annual General Meeting of Dragonfly GmbH & Co. KGaA has already approved the domination and profit and loss transfer agreement 21 May 2014.

The Management Board and the Supervisory Board propose that the conclusion of the domination and profit and loss transfer agreement of 22 May 2014 between Celesio AG as controlled company and Dragonfly GmbH & Co. KGaA as controlling company be approved.

The domination and profit and loss transfer agreement reads as follows

„Domination and Profit and Loss Transfer Agreement

between

Celesio AG, Neckartalstraße 155, 70376 Stuttgart
registered in the commercial register (*Handelsregister*) at the Local
Court (*Amtsgericht*) Stuttgart (HRB 9517)
(“Celesio”)

and

Dragonfly GmbH & Co. KGaA,
Eschenheimer Anlage 1, 60316 Frankfurt am Main
registered in the commercial register (*Handelsregister*) at the Local
Court (*Amtsgericht*) Frankfurt am Main
(HRB 97726)
(**"Dragonfly"**)

§ 1 Management Control

- (1) Celesio submits the management control (*Leitung*) of its company to Dragonfly. Dragonfly is accordingly entitled to issue instructions (*Weisungen*) to the management board of Celesio with regard to the management control of the company.
- (2) The management board of Celesio is required to comply with the instructions of Dragonfly. Dragonfly is not entitled to issue the instruction to the management board of Celesio to amend, maintain or terminate this Agreement.
- (3) Any instructions require text form (*Textform*) or, if the instructions are issued orally, they shall be confirmed in text form without undue delay.

§ 2 Transfer of Profit

- (1) Celesio undertakes to transfer its entire annual profit (*Gewinnabführung*) to Dragonfly. Subject to establishing or dissolving reserves in accordance with Clause 2 para 2 of this Agreement below, the maximum amount permissible under section 301 German Stock Corporation Act (*Aktiengesetz* – „**AktG**“), as amended from time to time, shall be transferred.
- (2) Celesio may, with the written consent of Dragonfly, allocate parts of its annual profit to other profit reserves if and to the extent permissible under commercial law and as economically justified by reasonable commercial judgement. Upon the written request of Dragonfly, Celesio shall dissolve other profit reserves established during the course of this Agreement and use the proceeds to compensate for any annual loss or transfer the proceeds as profit. Other reserves or 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.
- (3) The obligation to transfer the annual profit applies for the first time to the entire profits generated in the fiscal year of Celesio beginning

on 1 January 2015 or for whichever subsequent fiscal year in which this Agreement becomes effective according to Clause 6 para 2 of this Agreement. The obligation according to sentence 1 becomes due upon the end of the fiscal year of Celesio and shall bear interest from this point on at an interest rate of 5% p.a.

§ 3 Assumption of Losses

- (1) Dragonfly is obliged towards Celesio to assume any losses (*Verlustübernahme*) according to the provisions of section 302 AktG in its entirety as amended from time to time.
- (2) The obligation to assume any losses applies for the first time to the entire fiscal year in which this Agreement becomes effective according to Clause 6 para 2 of this Agreement. Clause 2 para 3 sentence 2 applies accordingly to the obligation to assume any losses.

§ 4 Guaranteed Dividend and Recurring Compensation Payment

- (1) Dragonfly guarantees that it will pay to the outside shareholders of Celesio in respect of the fiscal year 2014 of Celesio a certain portion of the profit pursuant to Clause 4 para 3 below as adequate cash compensation ("**Guaranteed Dividend**") (*Garantiedividende*). To the extent that the dividend (including any payments on account) paid in respect of the fiscal year 2014 by Celesio for each share of Celesio falls short of the Guaranteed Dividend, Dragonfly will pay to each outside shareholder of Celesio the corresponding difference per share. Payment of any such difference is due on the first banking day after the ordinary general shareholders' meeting of Celesio for Celesio's fiscal year 2014.
- (2) Dragonfly undertakes to pay to the outside shareholders of Celesio a recurring annual cash compensation ("**Recurring Compensation Payment**") (*Ausgleichszahlung*) from and including the fiscal year of Celesio in relation to which the claim of Dragonfly for the transfer of the annual profit under Clause 2 takes effect, and for the further duration of this Agreement.
- (3) The Guaranteed Dividend and the Recurring Compensation Payment (together "**Recurring Compensation**") amount for each full fiscal year of Celesio for each no-par value registered ordinary voting share (*Aktien ohne Nennbetrag*) in Celesio, representing a mathematical portion of EUR 1.28 in the share capital (each "**Celesio Share**" and when taken together "**Celesio Shares**") to a gross sum (*Bruttobetrag*) of EUR 0.83 minus the amount of any corporate income tax

and the solidarity surcharge in accordance with the respective tax rate applicable for these taxes for the relevant fiscal year, whereby this deduction is to be effected only on any portion of the gross sum resulting from profits which are subject to German corporate income tax. When rounded to a full Cent-amount in accordance with commercial practices, this portion of the gross sum amounts to EUR 0.00, meaning that no deduction is to be carried out in this respect. The Recurring Compensation Payment is due on the first banking day following the ordinary general shareholders' meeting of Celesio for any respective preceding fiscal year but in any event within eight months following expiration of the relevant fiscal year.

- (4) The Guaranteed Dividend is granted for the fiscal year 2014 of Celesio if this Agreement becomes effective in the year 2014. The Recurring Compensation Payment is granted for the first time for the full fiscal year of Celesio for which the claim of Dragonfly for transfer of profit under Clause 2 becomes effective. If this Agreement ends during a fiscal year of Celesio or if Celesio establishes an abbreviated fiscal year (*Rumpfgeschäftsjahr*) for a period during the course of this Agreement, the Recurring Compensation is reduced *pro rata temporis* for the relevant fiscal year.
- (5) If the share capital of Celesio is increased from the reserves in exchange for the issuance of new shares, the Recurring Compensation for each Celesio Share is reduced to such an extent that the total amount of the Recurring Compensation remains unchanged. If the share capital of Celesio is increased by 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 Celesio when issuing the new shares.
- (6) If an appraisal proceeding (*Spruchverfahren*) according to the German Act on Appraisal Proceedings (*Spruchverfahrensgesetz*) is initiated and the court adjudicates a legally binding higher Guaranteed Dividend and/or Recurring Compensation Payment, the outside shareholders, even if they have already been compensated according to Clause 5, are entitled to demand a corresponding additional payment to the Guaranteed Dividend and/or Recurring Compensation Payment. Likewise all other outside shareholders will be treated in the same way if Dragonfly undertakes to pay a higher Guaranteed Dividend and/or Recurring Compensation Payment to an outside shareholder of Celesio in a court settlement (*gerichtlicher Vergleich*) for the purpose of avoiding or settling judicial appraisal proceedings (*Spruchverfahren*).

§ 5 Compensation

- (1) Dragonfly undertakes upon demand of each outside shareholder of Celesio to purchase such shareholder's Celesio Shares in exchange for a cash compensation ("**Compensation**") (*Abfindung*) in the amount of EUR 22.99 for each Celesio Share.
- (2) The obligation of Dragonfly to purchase Celesio Shares is for a limited period of time. The time limitation period ends two months after the date on which the registration of this Agreement in the commercial register at the registered seat of Celesio has been announced pursuant to section 10 German Commercial Code (*Handelsgesetzbuch – „HGB“*). An extension of the time limitation period pursuant to section 305 para. 4 sentence 3 AktG as a result of a motion for determining the Recurring Compensation or Compensation by the court determined according to section 2 of the German Act on Appraisal Proceedings 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*).
- (3) If the share capital of Celesio 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 para 2, the Compensation for each share is reduced to such an extent that the total amount of the Compensation remains unchanged. If the share capital of Celesio is increased prior to the expiration of the time limitation period set forth in Clause 5 para 2 by means of 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.
- (4) The transfer of the Celesio Shares for Compensation is free of costs for the outside shareholders of Celesio.
- (5) If an appraisal proceeding pursuant to the German Act on Appraisal Proceedings is initiated and the court adjudicates a legally binding higher Compensation, the outside shareholders, even if they have already been compensated, are entitled to demand a corresponding additional payment to the Compensation. Likewise all other outside shareholders will be treated in the same way if Dragonfly undertakes in a court settlement to pay a higher Compensation to an outside shareholder of Celesio for the purpose of avoiding or settling judicial appraisal proceedings.
- (6) If this Agreement is terminated by notice of termination by Dragonfly or Celesio at a point in time when the time limitation period set forth

in Clause 5 para 2 for accepting the Compensation pursuant to Clause 5 para 1 has already expired, each outside shareholder of Celesio at that time is entitled to sell his Celesio Shares held at the time of the termination of this Agreement to Dragonfly in exchange for payment of the Compensation set forth in Clause 5 para 1 for each Celesio Share and Dragonfly is required to purchase the shares of each outside shareholder upon request of such outside shareholder. If the Compensation set forth in Clause 5 para 1 for each Celesio Share is increased by a legally binding decision in judicial appraisal proceedings or in a court settlement for the purpose of avoiding or settling judicial appraisal proceedings, Dragonfly will purchase the shares of the outside shareholders under the preconditions set forth in sentence 1 in exchange for payment of the amount established for each Celesio Share in the judicial appraisal proceedings or the court settlement. The right to sell pursuant to this Clause 5 para 6 is for a limited period of time. The time limitation period ends two months after the date on which the registration of the termination of this Agreement in the commercial register of Celesio is announced pursuant to section 10 HGB. Clause 5 para 3 and Clause 5 para 4 apply accordingly.

§ 6 Effectiveness and Term of this Agreement

- (1) This Agreement requires for its effectiveness each the consent of the general shareholders' meeting of Celesio as well as the consent of the general shareholders' meeting of Dragonfly.
- (2) This Agreement becomes effective upon registration of its existence in the commercial register at the registered seat of Celesio.
- (3) This Agreement is concluded for an indefinite period of time. It can be terminated in writing with a notice period of six month to the end of the fiscal year of Celesio. This Agreement can be terminated for the first time as of the end of the fiscal year that ends at least five years (*Zeitjahre*) (60 months) after the beginning of the fiscal year of Celesio for which the obligation of Celesio to transfer its entire annual profit (*Gewinnabführung*) pursuant to Clause 2 becomes effective.
- (4) Each party can terminate this Agreement for good cause (*wichtiger Grund*) without compliance with any notice period. Good cause exists in particular if good cause for purposes of German tax law for the termination of this Agreement exists.
- (5) Any notice of termination must be in writing.

§ 7 Comfort Letter

McKesson Corporation with seat in San Francisco, California, USA (**“McKesson”**) indirectly holds 100% of the shares in Dragonfly and in this capacity as indirect shareholder, has without joining the Agreement as a party provided the comfort letter attached for information purposes to this Agreement as an Annex. In this comfort letter McKesson undertakes without limitation and irrevocably to ensure, that Dragonfly will be financially equipped in a way that Dragonfly is at all times able to fulfil all its obligations arising from or in connection with this Agreement completely and in time. This applies in particular to the obligation to compensate losses pursuant to section 302 AktG. McKesson undertakes towards the outside shareholders of Celesio irrevocably and in principle without limitation that Dragonfly fulfils all its obligations towards them arising from or in connection with this Agreement completely and in time, in particular with respect to the Guaranteed Dividend, the Recurring Compensation Payment and the Compensation. To that extent the outside shareholders of Celesio have an own claim according to section 328 para. 1 German Civil Code (*Bürgerliches Gesetzbuch* – **„BGB“**) directed at payment to Dragonfly. This claim and the corresponding liability of McKesson towards the outside shareholders however only apply if Dragonfly does not fulfil its obligations towards the outside shareholders of Celesio arising from or in connection with this Agreement completely and in time and McKesson does not comply with its obligation to equip Dragonfly.

§ 8 Miscellaneous

To the extent a provision of this Agreement is or becomes invalid or impracticable in full or in part, or if this Agreement does not contain a necessary provision, the validity of the remaining provisions of this Agreement shall not be affected. In place of the invalid or impracticable provision, or in order to remedy an omission in this Agreement, an appropriate provision shall apply 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 the provision.

Celesio AG

Stuttgart, 22 May 2014

Dr. Marion Helmes
Speaker of the
Management Board

Stephan Borchert
Member of the
Management Board**Dragonfly GmbH & Co. KGaA**

Frankfurt am Main, 22 May 2014

Roger Wade Estey
as managing director of Dragonfly
Verwaltungs GmbH with said
entity acting in its capacity
as general partner of
der Dragonfly GmbH & Co. KGaA

Willie C. Bogan
as managing director of Dragonfly
Verwaltungs GmbH with said
entity acting in its capacity
as general partner of
der Dragonfly GmbH & Co. KGaAAnnex: Comfort Letter of McKesson Corporation“

The comfort letter to which reference is made in § 7 of the domination and profit and loss transfer agreement reads as follows

„San Francisco, 20 May 2014

Celesio AG
Neckartalstraße 155
70376 Stuttgart
Germany

Comfort Letter (Patronatserklärung)

Dragonfly GmbH & Co. KGaA, Eschenheimer Anlage 1, 60316 Frankfurt am Main, Germany, registered in the commercial register (*Handelsregister*) at the Local Court (*Amtsgericht*) Frankfurt am Main under company number HRB 97726 (**“Dragonfly”**), intends to enter into a domination and profit and loss transfer agreement (**„Agreement“**) (*Beherrschungs- und Gewinnabführungsvertrag*) with Celesio AG, Neckartalstraße 155, 70376 Stuttgart, Germany, registered in the commercial register at the Local Court Stuttgart under company number HRB 9517 (**“Celesio”**),

with Celesio as the controlled and profit transferring company. McKesson Corporation, a stock corporation incorporated and operating under the laws of Delaware, USA, with registered office in San Francisco / California, USA ("**McKesson**"), indirectly holds 100% of the shares in Dragonfly. McKesson hereby makes the following declarations without joining the Agreement as a party:

1. McKesson undertakes without limitation and irrevocably to ensure, that Dragonfly will be financially equipped in such a way that Dragonfly is at all times able to fulfil all its obligations arising from or in connection with the Agreement completely when they become due. This applies in particular to the obligation to compensate losses pursuant to section 302 German Stock Corporation Act (Aktiengesetz – AktG).
2. McKesson undertakes without limitation and irrevocably vis-à-vis the outside shareholders of Celesio that Dragonfly fulfils all its obligations towards them arising from or in connection with the Agreement completely and in time, in particular with respect to the guaranteed dividend (Garantiedividende), the recurring compensation payment (Ausgleichszahlung) and the cash compensation (Abfindung). To that extent the outside shareholders of Celesio have an own claim according to section 328 para. 1 German Civil Code (Bürgerliches Gesetzbuch – BGB) directed at payment to Dragonfly. McKesson's liability pursuant to the two preceding sentences does, however, only apply if Dragonfly does not fulfil its obligations towards the outside shareholders of Celesio arising from or in connection with the Agreement completely and in time and McKesson does not comply with its obligation to equip Dragonfly pursuant to Section 1 of this Comfort Letter.
3. This Comfort Letter is subject to the law of the Federal Republic of Germany. McKesson hereby acknowledges German courts and the courts of Stuttgart to be competent with regard to any disputes and claims under or in connection with this Comfort Letter. In this regard, McKesson acknowledges the enforceability of final decisions of German courts. Dragonfly, Att. the Management, Eschenheimer Anlage 1, 60316 Frankfurt am Main, Germany shall be the agent for services of process (Zustellungsbevollmächtigte) in Germany for all proceedings under or in connection with this Comfort Letter.

San Francisco, 20 May 2014
McKesson Corporation

John H. Hammergren
President and Chief Executive Officer

Willie C. Bogan
Secretary“

The following documents will be available via the Company’s website at www.celesio.com/hauptversammlung from the date the Annual General Meeting is convened. If not stated otherwise, the documents will be available in the German original language and in a non-binding English translation:

- The domination and profit and loss transfer agreement between Celesio AG and Dragonfly GmbH & Co. KGaA of 22 May 2014 (including the attached letter of comfort by McKesson Corporation, dated 20 May 2014),
- the annual financial statements and consolidated financial statements of Celesio AG and the combined management reports of Celesio AG and the Group for the fiscal years 2011, 2012 and 2013,
- the annual financial statement for Dragonfly GmbH & Co. KGaA, which was founded on 21 October 2013, for the 2013 short fiscal year and for Dragonfly Verwaltungs GmbH, which was founded on 17 September 2013, for the 2013 short fiscal year,
- the annual reports of McKesson Corporation for the fiscal years 2011/2012, 2012/2013, 2013/2014, each in English original language and in a non-binding German translation,
- the joint report of the Management Board of Celesio AG and the management of Dragonfly GmbH & Co. KGaA prepared pursuant to § 293a of the AktG, including the expert opinion of KPMG Wirtschaftsprüfungsgesellschaft, in particular to determine the value of Celesio AG, and the
- audit report pursuant to § 293e of the AktG of the contract auditor jointly appointed for Dragonfly GmbH & Co. KGaA and Celesio AG, Ebner Stolz GmbH & Co. KG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft including attachments.

Agenda

Furthermore, the aforementioned documents will be available for inspection by the shareholders at the business premises of Celesio AG, Neckartalstraße 155, 70376 Stuttgart, from the date the Annual General Meeting is convened. A copy of these documents will be issued and sent to each shareholder at no cost on request. The request must be addressed to

Celesio AG
 Group Legal
 Neckartalstraße 155
 70376 Stuttgart
 Fax: +49 711 5001-590
 E-Mail: legal@celesio.com

The aforementioned documents will also be accessible at the Annual General Meeting of Celesio AG.

Supplementary information on item 7 of the agenda

Information provided in accordance with § 5.4.1 (4) - (6) of Germany's Corporate Governance Code:

- a) Mr Hammergren is Chairman of the Board of Directors, President and Chief Executive Officer of McKesson Corporation with its head office in San Francisco, United States of America, which is an indirect majority shareholder of Celesio AG.
- b) Dr Haarmann is a lawyer, auditor, tax consultant and partner with Linklaters LLP, Frankfurt am Main, which is an indirect majority shareholder of Celesio AG that advised McKesson Corporation on the acquisition of shares in Celesio AG.
- c) Mr Julian is Executive Vice President and Group President of McKesson Corporation with its head office in San Francisco, United States of America, which is an indirect majority shareholder of Celesio AG.

Information provided in accordance with § 125 (1), sentence 5 of the AktG:

- a) Mr Hammergren is a member of comparable supervisory boards of business enterprises within Germany or abroad:
 - McKesson Corporation, United States of America (Chairman).

He is not a member of other statutory supervisory boards to be legally constituted.

- b) Dr Haarmann is a member of the following other supervisory boards to be legally constituted:

— SAP AG

He is not a member of comparable supervisory boards of business enterprises within Germany or abroad.

- c) Mr Julian is a member of comparable supervisory boards of business enterprises within Germany or abroad:

— Univar, Inc., United States of America.

He is not a member of other statutory supervisory boards to be legally constituted.

Further information about the candidates for election to the Supervisory Board of the Company (brief personal history) is available on the company's website at www.celesio.com/hauptversammlung.

Attendance at the Annual General Meeting —

Pursuant to § 7 of the Articles of Association, those shareholders of our Company who are registered in the Company's share register as a shareholder are entitled to attend the Annual General Meeting and to exercise their voting rights, provided their registration to do so has been received by **12 p.m. on Tuesday, 8 July 2014** (the receipt of the registration will be decisive).

Registration to attend the Annual General Meeting may be sent by mail, fax or email to

Celesio AG
c/o Computershare Operations Center
80249 München
Fax: +49 89 30903-74675
Email: anmeldestelle@computershare.de

or submitted online at www.celesio.com/hauptversammlung. To access the AGM online service, personal log-in details are required and will be sent to shareholders who are registered in the share register along with the invitation to the Annual General Meeting.

Registration to attend the Annual General Meeting does not preclude the tradability of shares; shareholders may therefore continue to freely dispose of their shares after having registered to attend. The right of attendance and voting rights are determined by reference to the shareholding recorded in the share register on the day of the Annual General Meeting. This will correspond to the shareholding at the end of the last day for registration, because applications for registration in the share register during the period from 09 July 2014 through 15 July 2014, inclusive, will be processed and considered only with effect after the Annual General Meeting on 15 July 2014. The technical record date is therefore the end of 08 July 2014.

Shareholders who register to attend the Annual General Meeting will receive an admission ticket by mail if they desire. Admission tickets serve merely as organisational aids and not as a prerequisite for attending the Annual General Meeting and exercising voting rights. Please bring your admission ticket with you and have it ready for inspection at the main entrance of the Annual General Meeting. Those shareholders using the AGM online service can also print out their admission tickets themselves.

Proxy voting

Shareholders who are registered in Celesio AG's share register and who have registered to attend the Annual General Meeting pursuant to the conditions set forth above may also appoint a proxy, such as a bank, a shareholders' association or any other person of their choice, to exercise their voting right at the Annual General Meeting. Registration by the above deadlines and in accordance with the above conditions will be required in these cases as well.

If neither a bank nor a shareholders' association or any other equivalent person under § 135 of the AktG is granted a proxy, the proxy must be granted in text form. The same applies to the verification of and any revocation of the proxy. Notification that a proxy has been granted may be made to the proxy or to the Company. Proxies may also demonstrate their power of proxy by producing the grant of proxy to the admission desk on the day of the Annual General Meeting. Verification of proxy may also be sent by mail, fax or email to:

Celesio AG
c/o Computershare Operations Center
80249 München
Fax: +49 89 30903-74675
Email: celesio-hv2014@computershare.de

The above channels are also available to shareholders wishing to grant proxies by notifying the Company; shareholders may also use the password-protected online AGM internet service at www.celesio.com/hauptversammlung for this purpose. No separate verification of the granting of proxy need be presented in this event. Shareholders may also use the above-mentioned channels to notify the Company directly of any revocation of a proxy previously granted.

Special considerations may apply in the case of the appointment of a bank, a shareholders' association or person listed in § 135 (8) of the AktG, or any equivalent institution or company pursuant to § 135 (10) in conjunction with § 125 (5) of the AktG as proxy and for the revocation and verification of such proxy; in such event, shareholders are requested to coordinate with the proxy in due time with respect to any form of proxy which may be required. If a bank is registered in the share register, it may exercise the voting rights attached to shares that it does not own only if the shareholder has authorised it to do so.

If the shareholder appoints more than one person to serve as proxy, the Company may reject one or more of these persons.

Shareholders registered in the share register will receive detailed information on granting proxies along with the invitation to attend the Annual General Meeting and the admission ticket. A form for granting proxies will also be enclosed with the invitation. Corresponding information is also accessible online at www.celesio.com/hauptversammlung.

Attendance at the Annual General Meeting

Company-appointed proxies

We offer the shareholders who are registered in the share register and have registered in due time to attend the Annual General Meeting in accordance with the conditions set forth above the opportunity to have the Company appoint a proxy to vote on their behalf. The required proxy and corresponding voting instructions may be sent in written form by mail, fax or email to:

Celesio AG
c/o Computershare Operations Center
80249 München
Fax: +49 89 30903-74675
Email: anmeldestelle@computershare.de

or granted online at www.celesio.com/hauptversammlung. No separate verification of the proxy need be presented to the Company. The proxies appointed by the Company are required to vote in accordance with the instructions issued to them. Please note that proxies granted to Company-appointed representatives must provide instructions; otherwise they will be null and void.

The granting of proxies to and revocation of proxies granted to Company-appointed representatives and modifications to instructions must be received at the abovementioned address (via mail, fax or email) or in electronic form via the abovementioned website by 12 a.m. on 14 July 2014. You may grant or revoke proxies and issue or amend instructions to the Company-appointed representatives on the day of the Annual General Meeting between 9:00 a.m. and shortly prior to the beginning of voting at the admission desk at the Annual General Meeting.

Shareholders registered in the share register will receive detailed information on granting and revoking proxies and issuing instructions along with the invitation to attend the Annual General Meeting and the admission ticket. A form for granting proxies will also be enclosed with the invitation. Corresponding information is also accessible online at www.celesio.com/hauptversammlung.

Procedure for voting by postal ballot

Shareholders who are registered in the share register may cast their votes by postal ballot, even if they do not attend the Annual General Meeting. Only those shareholders who are registered in the share register and who have registered to attend in accordance with the conditions set forth above may exercise their voting rights by postal ballot.

Postal ballots can be completed in written or electronic form and must be received by the Company no later than 12 a.m. on 14 July 2014. Please fill out the form enclosed with this invitation and return it to the following address by mail, fax or email:

Celesio AG
c/o Computershare Operations Center
80249 München
Fax: +49 89 30903-74675
Email: anmeldestelle@computershare.de

or use the password-protected AGM online service at www.celesio.com/hauptversammlung.

Shareholders registered in the share register will receive detailed information on postal ballots along with the invitation to attend the Annual General Meeting and the admission ticket. A form for voting by postal ballot will also be enclosed with the invitation. Corresponding information is also accessible online at www.celesio.com/hauptversammlung.

Voting rights for voting by postal ballot are also determined by reference to the shareholding recorded in the share register on the day of the Annual General Meeting.

A postal ballot does not preclude attendance at the Annual General Meeting. If a shareholder who has already submitted a postal ballot wishes to attend the Annual General Meeting and exercise their rights as a shareholder or grant a proxy, their personal attendance at the Annual General Meeting or proxy shall be deemed to render their postal ballot null and void.

Banks, shareholders' associations and those equivalent persons and institutions pursuant to § 135 (8) and (10) in conjunction with § 125 (5) of the AktG that are authorised to act as proxy may also use a postal ballot.

Attendance at the Annual General Meeting

Shareholders' rights

Motions for an addition to the agenda (§ 122 (2) of the AktG)

Shareholders whose combined holdings represent a proportionate amount equivalent to at least EUR 500,000 of the share capital (corresponding to 390,625 shares) may request, pursuant to § 122 (2) of the AktG, that items be placed on the agenda and announced. Each new item must be accompanied by grounds or a draft resolution. The request must be received in writing by the Management Board of Celesio AG at least 30 days prior to the Annual General Meeting, i.e., no later than **12 p.m. on 14 June 2014**. Please send such requests to the following address:

Celesio AG
Management Board
c/o Group Legal
Neckartalstraße 155
70376 Stuttgart

Reference is furthermore made to the requirements set forth under § 122 (2) in conjunction with (1) sentence 3 of the AktG and § 142 (2), sentence 2 and § 70 of the AktG.

Counter-motions and nominations by shareholders (§§ 126 (1) and 127 of the AktG)

Shareholders may submit counter-motions as defined in § 126 of the AktG against a proposal by the Management Board and Supervisory Board regarding a certain agenda item. They may also submit nominations as defined in § 127 of the AktG regarding the election of auditors and Supervisory Board members. The Company will publish counter-motions and nominations, including the name of the shareholder, the grounds (required only for counter-motions) and any statement by management, on its website at www.celesio.com/hauptversammlung, provided that such counter-motions, including grounds, or nominations are received at least 14 days prior to the Annual General Meeting, i.e., no later than **12 p.m. on 30 June 2014** at the following address:

Celesio AG
Group Legal
Neckartalstraße 155
70376 Stuttgart
Fax: +49 711 5001-590
Email: legal@celesio.com

Motions sent to other addresses will not be considered.

Right to information (§ 131 (1) of the AktG)

Pursuant to § 131 (1) of the AktG, each shareholder of Celesio AG shall, upon request, be provided at the Annual General Meeting by the Management Board with information regarding the Company's affairs, to the extent that such information is necessary to permit a proper evaluation of the relevant item on the agenda. The duty to provide information also extends to legal and business relationships between the Company and its affiliates as well as the position of the Group and that of the entities included in the consolidated financial statements.

Website providing access to information pursuant to § 124a of the AktG

This invitation to the Annual General Meeting, the documents to be made available to the Annual General Meeting and further information in connection with the Annual General Meeting (including more detailed information on shareholders' rights in accordance with §§ 122 (2), 126 (1), 127 and 131 (1) of the AktG) will be available at the Company's website at www.celesio.com/hauptversammlung immediately after the Annual General Meeting is convened.

The results of the voting will be announced on the same website following the conclusion of the Annual General Meeting.

The documents required to be made available will also be laid out for inspection during the Annual General Meeting on 15 July 2014.

Total number of shares and voting rights as at the date on which the Annual General Meeting is convened

The share capital of the Company is divided into 203.220.932 no-par value registered shares granting a total of 203, 220,932 voting rights. The Company holds no treasury shares at the date on which the Annual General Meeting was convened.

Webcast

The speech by the Speaker of the Management Board will be broadcast live on our website on the day of the Annual General Meeting, beginning at approximately 10:20 a.m. It will also be available there following the Annual General Meeting.

Stuttgart, June 2014

Celesio AG

The Management Board

Financial calendar (Excerpt)

Annual general meeting 2014

15 July 2014

Half-year financial report as of 30 June 2014

31 July 2014

Quarterly financial report as of 30 September 2014

28 October 2014

Subject to amendment. Other dates and updates can be found at www.celesio.com under Investor Relations/Financial Calendar.

Directions (to Porsche-Arena, Stuttgart)

By public transport

Suburban train (S-Bahn) train lines S1, S2, S3

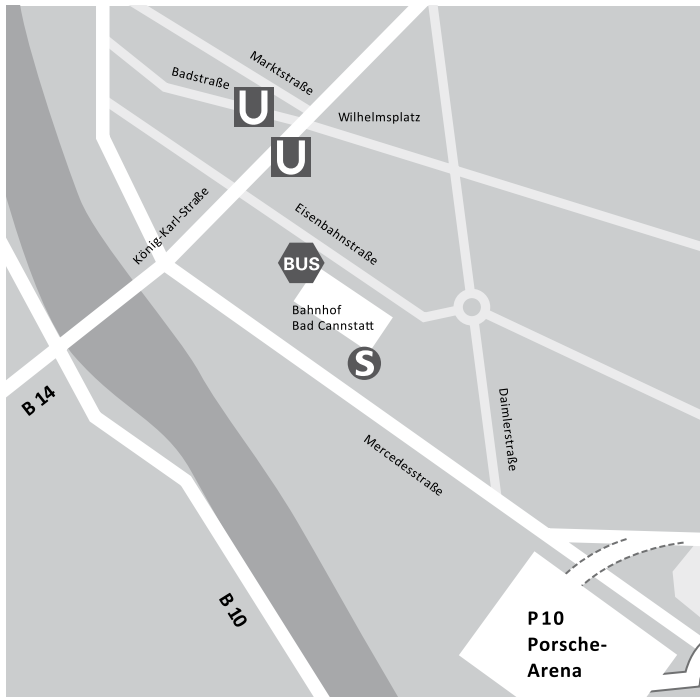
- Take S1, S2 or S3 to Bad Cannstatt Bahnhof
- Transfer to bus 56 towards Wagenburgstrasse
- Get off the bus at NeckarPark (Stadion)

Tram (Stadtbahn) lines U1, U2

- Take U1 or U2 to Bad Cannstatt Wilhelmsplatz
- Walk to Bad Cannstatt Bahnhof, just a few metres away from Bad Cannstatt Wilhelmsplatz
- Transfer to bus 56 towards Wagenburgstrasse
- Get off the bus at NeckarPark (Stadion)

Tram (Stadtbahn) line U13

- Take U13 to Badstrasse (Wilhelmsplatz)
- Walk to Bad Cannstatt Bahnhof, just a few metres away from Badstrasse (Wilhelmsplatz)
- Transfer to bus 56 towards Wagenburgstrasse
- Get off the bus at NeckarPark (Stadion)




Directions


By car

- Free parking is available at the P10 car park on Talstrasse
- Please note that Stuttgart is located in the low emission zone, the so called *Umweltzone*


A81 from Singen

- Take A81 until the Stuttgart motorway junction (Autobahnkreuz Stuttgart)
- Follow A831 straight on towards Stuttgart until the end of the motorway
- Take B14 towards Stuttgart-Zentrum
- Follow B14 through the entire city
- Follow the NeckarPark signs  to the car park

A81 from Heilbronn

- Exit A81 at Zuffenhausen
- Take B10 towards Stuttgart-Zentrum
- Exit B10/B27 towards Stuttgart-Zentrum; keep to the right
- Follow B10 (on Heilbronner Strasse, then Pragstrasse until you reach Wilhelma)
- Follow the NeckarPark signs  to the car park


A8 from Karlsruhe

- Take A8 until the Leonberg motorway junction (Autobahndreieck Leonberg)
- Take A81 towards Heilbronn
- Exit A81 at Zuffenhausen
- Take B10 towards Stuttgart-Zuffenhausen/Kornwestheim
- Follow B10 (on Heilbronner Strasse, then Pragstrasse until you reach Wilhelma)
- Follow the NeckarPark signs  to the car park


A8 from Munich

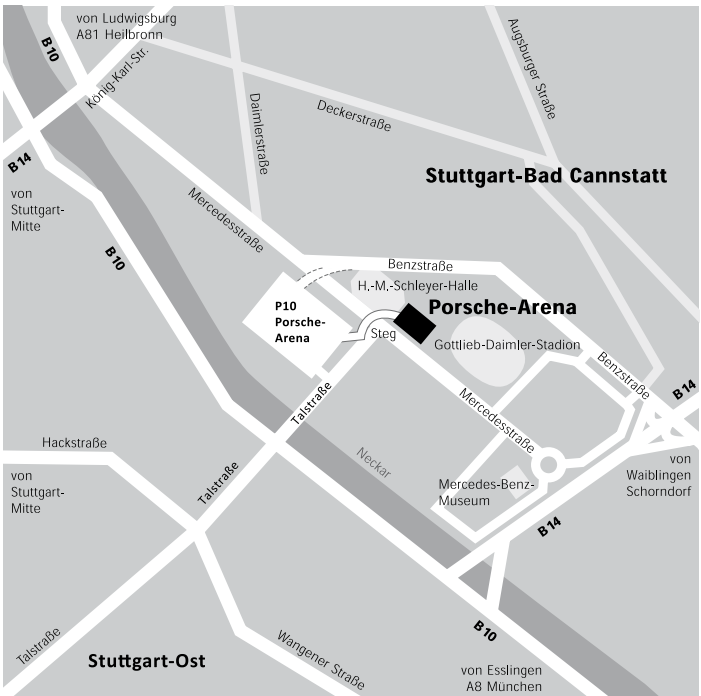
- Exit A8 at Wendlingen
- Take B313 towards Esslingen-Zentrum/Plochingen
- Follow B313 until B10 towards Stuttgart/Esslingen/Plochingen
- Follow B10 until the Stuttgart-Ost/Stuttgart-Bad Cannstatt exit, and turn right on Talstrasse

B27 from Tübingen

- B27 via Degerloch towards Stuttgart-Zentrum
- At Charlottenplatz turn right on B14 towards Fellbach/Waiblingen until Schwanenplatztunnel
- Follow the NeckarPark signs  to the car park

B14 from Schwäbisch Hall or B29 from Aalen

- B14 or B29 towards Stuttgart
- Via Kappelbergtunnel until Exit Benzstraße
- Follow the NeckarPark signs  to the car park



Shareholder hotline

Phone +49 89 . 30 90 36 331

aktionaersportal@computershare.de

Service hours:

Mo. – Fr. from 8 a.m. to 6 p.m.

Celesio AG

Group Investor Relations

Neckartalstrasse 155

70376 Stuttgart

Germany

Phone +49 711 . 5001-735

Telefax +49 711 . 5001-740

investor@celesio.com

www.celesio.com

celesio