

**Statutes of the  
AIS Energy Environment SAS & KGaA**

**I. General provisions**

**§ 1 Company name, registered office, financial year, duration and place of jurisdiction**

(1) The name of the company is:

**AIS Energy Environment SAS & KGaA**

(2) The company has its registered office in Cologne.

(3) The financial year is the calendar year.

(4) The company is established for an indefinite period.

(5) The place of jurisdiction for all disputes between the company and limited shareholders as well as between the company and the general partner is the registered office of the company. Foreign courts have no jurisdiction for such disputes.

**§ 2 Object of the company**

(1) The object of the company is:

- participation in projects focussing on energy, environmental protection, industry and real estate, as well as the promotion of measures relating to and promoting such projects;
- the investments in companies;
- advising other companies, in particular with regard to company organisation, strategy, marketing, information exchange and company management;
- supporting third parties in public relations work and as part of institutional support measures;
- trade in energy and environmentally friendly disposal.

(2) The company is authorised to conduct all business in Germany and abroad and to take all measures that promote the object of the company. This includes operating in the aforementioned business areas via subsidiaries.

(3) The company may establish branches in Germany and abroad, conclude inter-company agreements and establish other companies, acquire them and participate in them as well as transfer its operations to such companies.

### **§ 3 Announcements**

Announcements of the company are made in the Federal Gazette.

### **§ 4 Bodies of the company**

The executive bodies of the company are the general partner, the Annual General Meeting and the Supervisory Board.

## **II. Capital and shares**

### **§ Section 5 Total capital, share capital and shares**

(1) The total capital of the company consists of the share capital. There is no special contribution from the general partner.

(2) The share capital of the company amounts to EUR 10,226,000 (in words: ten million two hundred and twenty-six thousand euros).

(3) It is divided into 8,000,000 no-par value bearer shares.

(4) The share capital available when the company was converted into a partnership limited by shares was provided by changing the legal form of the previous legal entity, a.i.s. AG, based in Cologne (HRB 54625).

(5) If the share capital is increased, the profit participation of the new shares can be regulated in deviation from Section 60 (2) AktG.

## **§ Section 6 Authorised capital**

(1) The general partner is authorised, with the approval of the Supervisory Board, to increase the company's share capital by up to EUR 5,113,000 (in words: five million one hundred and thirteen thousand euros) by issuing up to 4,000,000 new no-par value bearer shares against cash or non-cash contributions on one or more occasions until 31 December 2028 (**Authorised Capital 2024**). The limited liability shareholders must generally be granted subscription rights. The new shares may also be acquired by one or more credit institutions, securities institutions or companies operating in accordance with Section 53 para. 1 sentence 1 or Section 53b para. 1 sentence 1 or para. 7 of the German Banking Act with the obligation to offer them to the limited liability shareholders for subscription. However, the general partner is authorised, with the approval of the Supervisory Board, to exclude the statutory subscription rights of the limited liability shareholders,

- to the extent necessary to equalise peak amounts;
- if the shares are issued against contributions in kind for the purpose of acquiring companies or interests in companies or parts of companies or for the purpose of acquiring receivables from the company;
- if a capital increase against cash contributions does not exceed 10 per cent of the share capital and the issue price of the new shares is not significantly lower than the stock market price (Section 186 (3) sentence 4 AktG). The share capital of the company at the time this authorisation becomes effective or - if this value is lower - at the time this authorisation is exercised is decisive.

(2) The general partner is authorised, with the approval of the Supervisory Board, to determine the further details of the capital increase and its implementation. The Supervisory Board is authorised to amend the wording of the Articles of Association in accordance with the respective utilisation of the Authorised Capital 2024 or after the expiry of the authorisation.

### **§ Section 6a Bearer shares / share certificates**

(1) The company's shares are issued as bearer shares. This also applies to the new shares in the event of capital increases, unless decided otherwise.

(2) The form and content of share certificates, any dividend coupons and renewal coupons are determined by the General Partner with the approval of the Supervisory Board; they are signed by the General Partner alone.

(3) The limited liability shareholders are not entitled to securitisation of their shares, insofar as this is permitted by law. The company is authorised to issue share certificates representing individual shares (single shares) or several shares (global shares or global certificates).

### **III. Personally liable partner, management and representation**

#### **§ Section 7 Personally liable partner**

(1) The personally liable partner is

**L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS**

112 avenue Kleber

75116 Paris France

registered in the Commercial and Companies Register of the "Tribunal de grande instance de Paris" (registration number RCS. 352 914 744 / Code Siren: 894856285). It alone decides on the admission of further personally liable partners.

(2) The general partner has not made a special contribution. It does not participate in the profit and loss or the assets of the company. It is neither authorised nor obliged to make a capital contribution.

(3) The general partner withdraws from the company by giving notice of termination. Notice of termination must be given to all limited liability shareholders at the Annual General Meeting, outside the Annual General Meeting to the Chairman of the Supervisory Board or the Chairman of the Management Board.

the member's deputy. Resignation can only take place at the end of a financial year with at least nine months' notice.

(4) The other statutory grounds for withdrawal of the general partner remain unaffected.

(5) If the general partner withdraws from the company or if this withdrawal is foreseeable, the Supervisory Board is authorised and obliged to admit a corporation, all of whose shares are held by the company, to the company as a new general partner immediately or at the time of the general partner's withdrawal. If the general partner leaves the company without a new general partner being admitted at the same time, the company shall be continued on a transitional basis by the limited liability shareholders of the company alone. In this case, the Supervisory Board must immediately apply for the appointment of an emergency representative to represent the company until a new general partner is admitted in accordance with sentence 1 of this paragraph, in particular in the event of the acquisition or formation of this general partner. The Supervisory Board is authorised to amend the wording of the Articles of Association to reflect the change in the general partner.

(6) If the company is continued in accordance with the above paragraph of the Articles of Association or if all shares in the general partner are held directly or indirectly by the company, an Extraordinary General Meeting or the next Ordinary General Meeting shall decide on the change of legal form of the company to a stock corporation. A simple majority of the votes cast is sufficient for the resolution on this change of legal form. The general partner is obliged to approve such a resolution on the change of legal form at the Annual General Meeting.

### **§ Section 8 Legal relationship with the general partner**

(1) The general partner is reimbursed for all expenses incurred in connection with the management of the company's business,

including the remuneration of its board members, by the company. The general partner generally invoices its expenses on a monthly basis; it may request an appropriate advance payment.

(2) The general partner receives an annual remuneration of 3% of its share capital, irrespective of profits and losses, for assuming management of the company and liability for the company. The calculation is based on the share capital at the beginning of the financial year.

(3) All payments received by the general partner are deemed to be expenses of the company in relation to the limited liability shareholders, irrespective of any deviating tax regulations.

### **§ 9 Management and representation**

(1) The company is represented by the general partner. It is exempt from the prohibition of multiple representation pursuant to Section 181 2. alt. BGB (German Civil Code).

(2) The company is represented vis-à-vis the general partner by the Supervisory Board.

(3) The general partner is responsible for the management of the company. The general partner's management authorisation also includes extraordinary management measures. The limited liability shareholders' right to approve extraordinary management measures at the Annual General Meeting is excluded.

§ Section 164 sentence 1, 2nd half-sentence HGB and Section 111 (4) sentence 2 AktG do not apply to the management of the business.

(4) The limited liability shareholders are excluded from managing the company's business (Section 278 (2) AktG in conjunction with Section 164 sentence 1, first half-sentence HGB).

## **IV. Supervisory Board**

### **§ 10 Composition and duration of the mandate**

(1) The Supervisory Board consists of three members.

(2) The term of office of the members of the Supervisory Board lasts until the end of the Annual General Meeting that resolves on the discharge for the fourth financial year after the start of the term of office. The financial year in which the term of office begins is not counted.

(3) At the same time as the members of the Supervisory Board and for the duration of their term of office, the Annual General Meeting may elect a substitute member to take the place of the Supervisory Board member who retires prematurely. The substitute member replaces the retiring member until the new election, but for no longer than the remainder of the term of office of the retiring member.

(4) Each member of the Supervisory Board may resign from office by giving four weeks' notice in writing to the personally liable shareholder. If there is good cause, the resignation may be made without notice.

#### **§ 11 Meetings and resolutions**

(1) The Chairman of the Supervisory Board or - if he is unable to do so - his deputy convenes the meetings of the Supervisory Board with two weeks' notice and determines the place, form and time of the meeting. The day on which the notice is sent and the day of the meeting are not included in the calculation of the notice period. The Chairman of the Supervisory Board may shorten this period to a maximum of three days in urgent cases. The invitation may be sent in writing or by other means (in particular by all means of telecommunication, including e-mail) and must be sent to the relevant contact information of the Supervisory Board members last notified to the general partner. The agenda must be announced with the invitation.

(2) The Chairman of the Supervisory Board chairs the meeting and determines the order of the items to be discussed and the type of voting.

(3) Meetings of the Supervisory Board in video conferences ("virtual Supervisory Board meetings") and hybrid forms of face-to-face meetings and video conferences ("hybrid Supervisory Board meetings") are also deemed to be meetings. Virtual or hybrid Supervisory Board meetings can be held at the request of the Chairman of the Supervisory Board or with the consent of all members.

be authorised. In the event of an order by the Chairman of the Supervisory Board, the members of the Supervisory Board have no right of objection, except with regard to the balance sheet meeting.

(4) Resolutions of the Supervisory Board are generally passed in meetings.

(5) The Supervisory Board is quorate if two thirds of its members are present or represented, but in any case at least three members. Resolutions of the Supervisory Board are passed by a simple majority of the votes cast, unless otherwise stipulated by law or these Articles of Association. Abstentions and invalid votes are counted as votes not cast when determining the majority. In the event of a tie, the Chairman of the Supervisory Board has the casting vote. This also applies to elections. These provisions apply accordingly to resolutions adopted outside of meetings.

(6) Supervisory Board members who are not physically present or participating or connected ("absent") via video conference may also participate in the passing of resolutions by having written votes submitted by Supervisory Board members who are present.

(7) Resolutions can also be passed outside of meetings in writing, (remotely) verbally or by other means (in particular by all means of telecommunication, including email) or by a combination of these options if all members are requested to vote in this way by the Chairman of the Supervisory Board using the relevant contact information last provided to the Supervisory Board or if all Supervisory Board members participate in the passing of the resolution. In this case, the Supervisory Board is also quorate if two thirds of its members, but in any case at least three members, participate in the resolution by casting a vote or abstaining from voting. Abstentions and invalid votes count as votes not cast for the purpose of determining the majority.

(8) Minutes must be taken of the meetings of the Supervisory Board and signed by the chairperson of the meeting. At

If resolutions are passed outside of meetings, the minutes must be signed by the Chairman of the Supervisory Board and forwarded to all members without delay. The Chairman of the Supervisory Board shall also forward a copy to the General Partner, unless there is a particular interest in confidentiality vis-à-vis the General Partner.

(9) The Chairman must submit the declarations of intent required to implement the resolutions of the Supervisory Board on behalf of the Supervisory Board.

### **§ Section 12 Rights and duties of the Supervisory Board**

(1) The Supervisory Board must fulfil the duties assigned to it by law, these Articles of Association and any rules of procedure for the Supervisory Board, and each member of the Supervisory Board must exercise the due care and diligence of a prudent and conscientious Supervisory Board member.

(2) The Supervisory Board must monitor the management of the general partner. The Supervisory Board may inspect and audit the books and records as well as the assets of the company.

(3) The general partner must report regularly to the Supervisory Board. In addition, the Supervisory Board may request a report for good cause, including if this relates to a business transaction at an affiliated company of which the general partner has become aware and which may have a significant impact on the company's situation.

(4) If the company holds an interest in its general partner, all rights of the company arising from and in connection with this interest (such as voting rights, information rights, etc.) are exercised by the Supervisory Board.

### **§ Section 13 Chairman, rules of procedure and authorisation to amend the Articles of Association**

(1) The Supervisory Board elects the members of the Supervisory Board at a meeting held without special notice following the Annual General Meeting at which the members are elected.

of the Supervisory Board, a Chairman and a Deputy Chairman are elected from among its members.

(2) The Supervisory Board adopts its own rules of procedure.

(3) The Supervisory Board is authorised to resolve amendments to the Articles of Association that relate only to their wording.

#### **§ 14 Remuneration and confidentiality**

(1) The members of the Supervisory Board receive a fixed annual remuneration of EUR 7,500. The Chairman of the Supervisory Board receives twice this amount, while the Deputy Chairman receives one and a half times this amount. Members who join or leave the Supervisory Board during the year receive the remuneration pro rata temporis for each month or part thereof of their membership.

(2) In addition, the members of the Supervisory Board receive reimbursement of any value added tax payable on their remuneration for Supervisory Board activities.

(3) The Annual General Meeting determines whether and to what extent remuneration is to be granted to the Supervisory Board during the liquidation of the company.

(4) The company can also ensure that appropriate liability insurance is taken out.

(5) All members of the Supervisory Board are obliged to maintain confidentiality with regard to all matters concerning the company, its personally liable partner and its limited liability shareholders in this capacity, as well as all circumstances concerning them that become known to the member of the Supervisory Board in the course of their activities, unless there is a mandatory legal obligation to disclose them. The duty of confidentiality shall continue to apply after the termination of the Supervisory Board mandate.

### **V. Annual General Meeting**

#### **§ 15 Place and convocation**

(1) The General Meeting is convened by the General Partner, unless other persons are authorised to do so by law.

(2) The Annual General Meeting is held at the company's registered office, at the registered office of a German stock exchange or in a German city with a population of more than 100,000 at the discretion of the body convening the meeting.

(3) The Annual General Meeting must be convened at least 30 days before the day by the end of which the limited liability shareholders must register prior to the Annual General Meeting (see § 16). When calculating the deadline, the day on which the meeting is convened and the day by the end of which the limited liability shareholders must register prior to the Annual General Meeting are not counted.

### **§ 16 Right to participate**

(1) Only those limited liability shareholders who register in good time before the Annual General Meeting and provide proof of their authorisation to attend the Annual General Meeting and exercise their voting rights will be admitted to attend the Annual General Meeting and exercise their voting rights.

(2) The registration must be received by the company or a person authorised to receive it at the address stated for this purpose in the invitation in German, French or English in text form at least six days before the Annual General Meeting. The day of receipt and the day of the Annual General Meeting are not counted.

(3) Proof of share ownership in accordance with Section 67c (3) AktG is sufficient as proof of authorisation. The proof must relate to the date specified in Section 123 para. 4 AktG and must be received by the office specified in the notice of the Annual General Meeting in text form in German, French or English at least six days before the Annual General Meeting. The day of receipt and the day of the Annual General Meeting are not counted.

(4) Details on registration and proof will be published with the invitation to the Annual General Meeting.

(5) Supervisory Board members who do not chair the Annual General Meeting may also participate in the Annual General Meeting by means of video and audio transmission if (i) physical attendance is not possible due

to

(ii) the attendance of the member concerned at the venue of the Annual General Meeting would involve disproportionately high travelling expenses or (iii) the Annual General Meeting is held as a virtual Annual General Meeting. Supervisory Board members who chair the Annual General Meeting must always participate at the venue of the Annual General Meeting.

### **§ Section 17 Chairmanship of the Annual General Meeting**

(1) The Annual General Meeting is chaired by the Chairman of the Supervisory Board or, if he is unable to attend, by the Deputy Chairman of the Supervisory Board. In the event that the Chairman of the Supervisory Board and his deputy are unable to attend, the Annual General Meeting shall be chaired by a person to be appointed by the Supervisory Board by resolution, who need not be a member of the Supervisory Board. In the event that no chairperson is available at the Annual General Meeting in accordance with the above provisions, the chairperson shall be elected by the Annual General Meeting under the direction of the General Partner.

(2) The Chairman chairs the debate and determines the order of the agenda items and the type of vote.

(3) The chairman may impose reasonable time limits on the limited partners' right to ask questions and speak. In particular, he is authorised to determine the time frame for the entire course of the shareholders' meeting, for the discussion of the individual agenda items as well as the speaking and question time in general or for individual speakers at the beginning or during the course of the shareholders' meeting.

### **§ 18 Voting rights**

(1) Each share entitles the holder to one vote at the Annual General Meeting.

(2) Voting rights may be exercised by authorised representatives. The authorised representative may also be a proxy appointed by the company. Unless statutory provisions or the

If the Articles of Association provide for simplifications, the authorisation must be issued in text form (Section 126b BGB).

(3) The general partner may stipulate in the notice convening the Annual General Meeting that limited liability shareholders may cast their votes in writing or by means of electronic communication without attending the meeting (postal vote). The general partner is also authorised to make provisions regarding the procedure.

### **§ Section 19 Virtual Annual General Meeting**

The general partner is authorised, with the approval of the Supervisory Board, to provide for the Annual General Meeting to be held without the physical presence of the limited liability shareholders or their proxies at the venue of the Annual General Meeting (virtual Annual General Meeting). This authorisation is valid for a period of five years after this provision of the Articles of Association is entered in the company's commercial register. All provisions of these Articles of Association for Annual General Meetings apply to the virtual Annual General Meeting, unless otherwise provided for by law or expressly stipulated otherwise in these Articles of Association.

### **§ 20 Resolutions**

(1) Unless otherwise stipulated in the Articles of Association or by law, resolutions of the Annual General Meeting are passed by a simple majority of the votes cast and, if a capital majority is also required, by a simple majority of the share capital represented at the time the resolution is passed (this also applies in particular to resolutions on a capital increase in accordance with Section 182 AktG and resolutions in accordance with Section 182 AktG).

§ Section 221 AktG).

(2) The resolutions of the Annual General Meeting require the consent of the personally liable partners insofar as they concern matters for which the consent of the personally liable partners and the limited partners is required in the case of a limited partnership. The exercise of the powers conferred on the Annual General Meeting or a

The approval of the general partners is not required for resolutions to which a minority of limited liability shareholders are entitled regarding the appointment of auditors and the assertion of claims by the company arising from the formation or management of the company. If the resolutions require the consent of the general partner, the general partner declares at the shareholders' meeting whether the resolutions are accepted or rejected.

## **VI. Annual financial statements and appropriation of profits**

### **§ Section 21 Accounting**

(1) In the first three months of the financial year, the general partner must prepare the annual financial statements for the previous financial year and the management report and, if necessary, the consolidated financial statements and the Group management report and submit them to the auditor (in the event of a statutory audit obligation).

(2) The Supervisory Board commissions the auditors to conduct the audit. Before the auditors' report is forwarded to the Supervisory Board, the general partner must be given the opportunity to comment.

(3) At the same time as presenting the annual financial statements and the management report, the consolidated financial statements and the Group management report as well as the auditor's report, the general partner must submit the proposal for the appropriation of net retained profits to the Supervisory Board for review. The Supervisory Board reports on the results of its review in writing to the Annual General Meeting.

(4) The annual financial statements are adopted by resolution of the Annual General Meeting with the consent of the personally liable partner.

### **§ Section 22 Appropriation of net income / appropriation of profit**

(1) When preparing the annual financial statements, the general partner may transfer amounts up to half of the net profit for the year to other revenue reserves. It is also authorised to transfer further amounts of up to 100% of the net profit for the year to other revenue reserves as long as and to the extent that the other revenue reserves exceed half of the net profit for the year.

of the share capital and would not exceed this amount even after the hiring.

(2) When calculating the portion of the net profit for the year to be allocated to other revenue reserves in accordance with paragraph (1), allocations to the legal reserve and losses carried forward must be deducted in advance.

(3) The Annual General Meeting decides on the appropriation of the balance sheet profit resulting from the adopted annual financial statements.

(4) After the end of a financial year, the general partner may, with the approval of the Supervisory Board, within the scope of the § 59 AktG to distribute an interim dividend to the limited liability shareholders.

## **VII. Final provisions**

### **§ Section 23 Dissolution and liquidation**

(1) The limited liability shareholders as a whole do not have the right to terminate the company.

(2) In the event of the dissolution of the company, liquidation shall be carried out by the personally liable partner. The shareholders' meeting may appoint other persons as liquidators.

### **§ 24 Partial invalidity**

Should a provision of these Articles of Association be wholly or partially invalid or lose its legal validity at a later date, or should a loophole be found in these Articles of Association, this shall not affect the validity of the remaining provisions. The invalid provision or the loophole shall be replaced by an appropriate provision which, as far as legally possible, best corresponds to the meaning and purpose of these Articles of Association. If the invalidity of a provision is based on a measure of performance or time (period or date) specified therein, the legally permissible measure or legally permissible time that comes closest to the provision shall replace what has been agreed.

**§ Section 25 Formation expenses and conversion costs**

(1) The company bears the expenses associated with the formation of this company up to a maximum amount of EUR 51,129.19.

(2) The expenses associated with the conversion of a .i.s. AG into AIS Energy Environment SAS & KGaA are borne by the company up to a maximum amount of EUR 150,000.