

A handwritten signature in black ink, consisting of a large, sweeping loop on the left and a smaller, more intricate mark on the right.

Amended resolution proposal by the Executive Board and Supervisory
Board of

a.i.s. AG, Cologne,

to agenda item 2

Annex to the guidelines of the chairperson of the meeting

To be read out by the chairman of the meeting:

The amended resolution proposal of the Executive Board and Supervisory Board on agenda item 2 is as follows:

a) Change of legal form to a **partnership limited by shares**

The Executive Board and Supervisory Board propose the following resolution:

a. Change of legal form to a partnership limited by shares (KGaA)

a.i.s. AG will be converted into a partnership limited by shares (KGaA) by way of a change of legal form in accordance with the provisions of the German Transformation Act.

b. Company name and registered office of the legal entity in its new legal form

The new legal entity is named AIS Energy Environment SAS & KGaA and has its registered office in Cologne.

C. Articles of association of the legal entity in its new legal form

The Articles of Association of AIS Energy Environment SAS & KGaA, which form an integral part of this conversion resolution, are hereby adopted in the wording set out in Annex 1 to this notice convening the Extraordinary General Meeting. It governs the legal relationship of the legal entity in its new legal form as of its entry in the commercial register.

personally liable partners and the limited liability shareholders to each other and to the company (in the legal form of a KGaA).

d. Share capital and shares

The share capital of the form-changing a.i.s. AG in the amount of EUR 10,226,000 will become the share capital of AIS Energy Environment SAS & KGaA. The number, type and scope of the 8,000,000 no-par value bearer shares remain unchanged. The shareholders who are shareholders of a .i.s. AG at the time the change of legal form is entered in the commercial register will become limited liability shareholders of AIS Energy Environment SAS & KGaA. They will participate in the share capital of AIS Energy Environment SAS & KGaA to the same extent and with the same number of no-par value shares as they did in the share capital of a.i.s. AG before the change of legal form took effect. The notional interest of each no-par value share in the share capital remains unchanged.

e. Authorised capital

By determination of the Articles of Association of AIS Energy Environment SAS & KGaA and the entry of the change of legal form in the commercial register, the authorised capital with the resulting from the Articles of Association of AIS Energy Environment SAS & KGaA in accordance with Annex 1 for the period from the effective date of the change of legal form of the company to a KGaA through its entry in the commercial register, whereby the possibility of excluding subscription rights is

provided for. The

corresponding provision in § 6 of the Articles of Association has the following

Wording:

"Section 6 Authorised capital

(1) The personally liable partners are 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 (1) sentence 1 or Section 53b (1) sentence 1 or (7) of the German Banking Act (Gesetz über das Kreditwesen) with the obligation to offer them to the limited liability shareholders for subscription. However, the personally liable partners are 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 acquired against contributions in kind for the purpose of acquiring companies or equity interests in companies or parts of companies or for the purpose of

of the acquisition of 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 comes into effect is decisive, or
- if this value is lower - at the time this authorisation is exercised.

(2) The general partners are 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 authorisation expires."

f. Personally liable partners

Personally liable AIS Energy the
Environment SAS & KGaA:

- L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS, with registered office in Paris, France, 112 avenue Kleber, 75116 Paris, France registered in the Trade and Companies Register of the "Tribunal de grande instance de Paris" (registration number: 894 856 285 R.C.S. PARIS / Code Siren: 894856285).

- BRG OPERA FINANCE SAS with registered office in Paris, France, 31 avenue de l'Opéra, 75001 Paris, France (which was founded on 12 January 2024 but is not yet entered in the relevant register).

In accordance with Section 245 (2) UmwG, the general partners assume the legal status of the founders of the legal entity in its new legal form. In the course of the change of legal form, the general partners do not receive any participation under company law beyond their position as general partners, in particular no equity participation in AIS Energy Environment SAS & KGaA; they participate neither in the assets nor in the profit or loss of AIS Energy Environment SAS & KGaA.

g. Special rights

As a purely precautionary measure, it is pointed out that the circumstances described below exist, irrespective of whether they are rights within the meaning of Section 194 (1) No. 5 UmwG.

- L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS and BRG OPERA FINANCE SAS (which was founded on 12 January 2024 but has not yet been entered in the relevant register) will become general partners in AIS Energy Environment SAS & KGaA and will have the rights and obligations provided for by law and the Articles of Association. They are

in particular in accordance with the Articles of Association attached as Annex 1 to agenda item 2 to this to this invitation to the Annual General Meeting are authorised to manage and solely represent the company.

- Each personally liable partner shall receive an annual remuneration for the assumption of the management of the company and the liability of the company in accordance with the Articles of Association attached as Annex 1 to agenda item 2 to this invitation to the Annual General Meeting. to this invitation to the Annual General Meeting, an annual remuneration of 3% of the share capital, irrespective of profits and losses. The share capital at the beginning of a financial year is decisive for the calculation. The legal relationships between the company and the individual general partners are otherwise defined in an agreement to be concluded with the respective general partner. The agreement shall also cover any remuneration to which the individual general partner is entitled over and above the aforementioned remuneration. When concluding the agreement, the company is represented by the Supervisory Board.
- The management of AIS Energy Environment SAS & KGaA is the responsibility of the personally liable partners. The management authorisation of the general partners also includes extraordinary management measures. The 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 para. 4

S. 2 AktG do not apply to the management of the business.

- The current CEO of a.i.s. AG, Dr J. Bendien, is to be appointed as a member of the Executive Board of L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS.
- The members of the Supervisory Board of AIS Energy Environment SAS & KGaA shall receive an annual remuneration in addition to the reimbursement of their expenses in accordance with the Articles of Association attached as **Annex 1** to agenda item 2 to this invitation to the Annual General Meeting.
- Any procurations entered in the commercial register at a.i.s. AG continue to apply unchanged at AIS Energy Environment SAS & KGaA.
- Beyond the aforementioned rights, no (further) rights within the meaning of Section 194 (1) No. 5 UmwG are granted and no measures within the meaning of Section 194 (1) No. 5 UmwG are planned.

h. Barabfindungsangebot

A cash compensation offer pursuant to § 207 UmwG is not required pursuant to § 250 UmwG.

i. Consequences of the mould change for the employees and their representatives

The company has at the time the convening of the Extraordinary General Meeting and there are no employees

Consequently, there is no employee representation. Should this be different at the time the change of legal form takes effect, the following would result:

- The change of legal form has no effect on the company's employees and their employment relationships. The change of legal form does not mean a change of employer. A transfer of business within the meaning of Section 613a BGB does not take place. The rights and obligations arising from employment relationships existing at the time of the change of legal form are not affected by the change of legal form. The employer's right to issue instructions is not affected by the change of legal form.

Change of legal form liable from the Managing directors Shareholder the personally

the personally liable Shareholder AIS Energy Environment SAS & KGaA, L'INDUSTRIELLE FRANCO-ALLEMANDE (IFA/UCPMI) SAS and BRG OPERA FINANCE SAS (which was founded on 12 January 2024 but is not yet entered in the relevant register). This will not result in any changes for employees. Length of service will not be interrupted by the change of legal form. No measures are planned with regard to any employees in connection with the change of legal form.

- The change of legal form has no influence on the existing company structures and the mandates of any works council members. The existence and composition of any works councils, speaker committees and other employee representative bodies as well as their rights and authorisations will not change as a result of the change of legal form. The change of legal form has no effect

to the continued validity of any existing works agreements.

- The change of legal form also does not result in any changes with regard to the question of collective bargaining obligations of the company and any of its subsidiaries. If the company is subject to collective bargaining agreements on the basis of a reference clause in the employment contract, these reference clauses remain unaffected by the change of legal form as provisions of the employment contract. Which collective agreement provisions apply after the change of legal form as a result of corresponding reference clauses depends on the content of the reference in the employment contract in each individual case.
- In accordance with Section 194 (2) UmwG, the draft resolution on the change of legal form must be forwarded to the relevant works council of the legal entity undergoing the change of legal form no later than one month before the date of the meeting of shareholders that is to resolve on the change of legal form. As a works council does not exist when the general meeting is convened, no such notification is required.

j. Supervisory Board of the legal entity in its new legal form

Pursuant to Sections 96 (1) and 101 (1) AktG in conjunction with Section 8 of the Articles of Association, the company's Supervisory Board currently consists of three members elected by the Annual General Meeting. § Section 8 of the Articles of Association, the Supervisory Board currently consists of three members to be elected by the Annual General Meeting. In accordance with Section 8 of the Articles of Association, the Supervisory Board members are elected 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

The financial year in which the term of office begins is not counted.

According to the Articles of Association attached as **Annex 1** to agenda item 2 to this invitation to the Annual General Meeting, Article 10, the Supervisory Board of AIS Energy Environment SAS & KGaA shall consist of three members. The term of office of the members of the Supervisory Board of AIS Energy Environment SAS & KGaA shall last until the end of the Annual General Meeting that resolves on the discharge for the fourth financial year after the beginning of the term of office. The financial year in which the term of office begins is not counted.

If, in the event of a change of legal form, a supervisory board is formed and composed in the legal entity of the new legal form in the same way as in the legal entity changing its legal form, the members of the supervisory board shall remain in office as members of the supervisory board of the legal entity of the new legal form for the remainder of their term of office (section 203 sentence 1 UmwG). The shareholders of the legal entity

legal entity can

may stipulate the termination of office for their Supervisory Board members in the resolution on the change of legal form (section 203 sentence 2 UmwG). A provision on the termination of office pursuant to Section 203 sentence 2 UmwG is not to be made in the transformation resolution, so that the incumbent Supervisory Board members Dr Klaus Willmann, Markus Neth and Dr Jürgen Tiedtke will become members of the Supervisory Board upon the change of legal form taking effect. of the Supervisory Board of AIS Energy Environment SAS & KGaA

when the change of legal form takes effect.

k. Founder

The general partners take the place of the founders of the partnership limited by shares for the application of the formation provisions pursuant to Section 245 (2) UmwG.

l. Continuation of resolutions of the Annual General Meeting of a.i.s. AG

All resolutions of the Annual General Meeting of a.i.s. AG shall continue to apply in AIS Energy Environment SAS & KGaA, insofar as they have not yet been finalised by the time the change of legal form takes effect through its entry in the commercial register, taking into account the changed board structure as a result of the change of legal form and the entry of the personally liable partners and otherwise unchanged in content.

m. Costs

The partnership limited by shares bears the costs of the change of legal form up to a maximum amount of EUR 150,000.

n. Application for entry in the commercial register

The Executive Board is instructed to apply for the change of legal form to be entered in the commercial register independently of the other resolutions of the Extraordinary General Meeting.

II. Appendix 1 (to agenda item 2):
Articles of Association of AIS Energy
Environment SAS & KGaA

*Statutes of the
AIS Energy Environment SAS & KGaA*

1. All/general provisions

*§ 1 Company name, registered office, business 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 liability shareholders as well as between the company and the general partners is the registered office of the company. Foreign courts are not competent for such disputes.

§ 2 Object(s) 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 company agreements and establish other companies, acquire them and participate in them and transfer its operations to such companies.

§ 3 Announcements

Announcements of the company are made in the Federal Gazette.

§ 4 Executive bodies of the company

The governing bodies of Gesellschaft are the personally liable partners, the Annual General Meeting and the Supervisory Board.

II. Capital and shares

§ 5 Total capital, basic shares

(1) The total capital of the company consists of the share capital. There is no special contribution from the personally liable partners.

(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 chapter

(1) The personally liable partners are authorised, with the approval of the Supervisory Board, to increase the company's share capital until 31 December 2028 by issuing up to 4,000,000 new no-par value bearer shares against cash or non-cash contributions on one or more occasions by up to

5.113.00 euros (in words: five million one hundred and thirteen thousand euros) (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 (1) sentence 1 or Section 53b (1) sentence 1 or (7) of the German Banking Act (Gesetz über das Kreditwesen) with the obligation to offer them to the limited liability shareholders for subscription. However, the personally liable partners are 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 equity 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 comes into effect is decisive, or
- if this value is lower - at the time this authorisation is exercised.

(2) The personally liable partners are 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 authorisation expires.

§ 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 partners with the approval of the Supervisory Board; they are signed by the general partners 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 shareholders, management and representation

§ 7 Personally liable company/shareholders

(1) The personally liable partners are

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

with registered office in Paris,

France, 112 avenue Kleber

75116 Paris France

*registered in the Trade and Companies Register of the
"Tribunal de grande instance de Paris" (registration number
894 856 285 R.C.S. PARIS/ Code Siren: 894856285)*

and the

BRG OPERA FINANCE SAS

with registered office in Paris,

France, 31 avenue de

l'Opéra, 75001 Paris,

France

*(which was founded on 12 January 2024 but is not yet entered in
the relevant register).*

*The personally liable partners alone "decide on the admission of
further personally liable partners.*

*(2) The personally liable partners have not made a special
contribution. They do not participate in the profit and loss or
the assets of the company. They are*

The company is neither entitled nor obliged to make a capital contribution.

(3) A personally liable partner leaves the company by giving notice of termination. Notice of termination must be given to all limited liability shareholders at the Annual General Meeting or, outside the Annual General Meeting, to the Chairman of the Supervisory Board or his deputy. It can only take place at the end of a financial year with a notice period of at least nine months.

(4) The other statutory grounds for withdrawal for the personally liable partners remain unaffected.

(5) If the last 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, as a new general partner to the company immediately or at the time of the withdrawal of the last general partner. If the last general partner withdraws from the company without such 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 upon the acquisition or formation of this general partner.

(6) The Supervisory Board is authorised to amend the wording of the Articles of Association to reflect the change in the personally liable partners.

(7) In the event of the continuation of the company in accordance with paragraph (5) of the Articles of Association above or if all shares in the sole 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 personally liable partners are obliged to approve such a resolution on the change of legal form at the Annual General Meeting.

(7) The number of personally liable partners may not exceed three.

§ 8 Legal relationship with 'len personally personally liable

Gese//schaftern

(1) Each personally liable partner receives an annual remuneration of 3% of their share capital, irrespective of profits and losses, for assuming the management of the company and liability for the company. The share capital at the beginning of a financial year is decisive for the calculation.

(2) The legal relationships between the company and the individual general partners are otherwise defined in an agreement to be concluded with the respective general partner. The agreement shall also cover any "remuneration in excess of that to which the individual general partner is entitled in accordance with paragraph (1). When concluding the agreement, the company is represented by the Supervisory Board.

(3) All payments received by a personally liable partner are deemed to be an expense of the company in relation to the limited liability shareholders, irrespective of any deviating tax regulations.

§ 9 Management and Vertretung

(1) The company is represented by the personally liable partners. These are authorised to represent the company individually and are exempt from the prohibition of multiple representation pursuant to Section 181 2nd Alt. BGB.

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

(3) The general partners are responsible for the management of the company. The general partners pass their resolutions with a simple majority, unless otherwise stipulated by law. The management authorisation of the general partners also includes extraordinary management measures. The right of approval of the limited liability shareholders in the

Annual General Meeting on extraordinary management measures is excluded. § 164 S. 1, 2nd half-sentence HGB and Section 111 (4) sentence 2 AktG do not apply to the conduct of 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, 1st 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 replace 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) Any member of the Supervisory Board may resign from office by giving four weeks' notice in writing to a 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 counted when calculating 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 partners. 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 also include 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"). Video 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. In the event of an order by the Chairman of the Supervisory Board, the members of the

Supervisory Board has 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 shall be counted as votes not cast for the purpose of 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 who are not participating or connected via video conference ("absent") may also participate in the resolution by having written votes "submitted" by Supervisory Board members who are present.

(7) Resolutions may also be passed outside of meetings in writing, (remotely) by telephone or by other means (in particular by all means of telecommunication, including e-mail) or by a combination of these options if all members are invited to such a vote by the Chairman of the Supervisory Board using the relevant contact information last disclosed to the Supervisory Board.

or all Supervisory Board members participate in the resolution. In this case too, the Supervisory Board is 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. 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 partners, unless there is a special interest in confidentiality vis-à-vis the general partners.

(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 tasks 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 diligence of a prudent and conscientious Supervisory Board member.

(2) The Supervisory Board must monitor the business of the general partners. The Supervisory Board may

inspect and review the books and records as well as the company's assets.

(3) The personally liable partners must report to the Supervisory Board on a regular basis. 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 personally liable partners have become aware and which may have a significant impact on the company's situation.

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

§ 13 Chairman, Rules of Procedure and Bel'ogn/s to amend the Articles of Association

(1) The Supervisory Board elects a Chairman and a Deputy Chairman from among its members at a meeting held without special notice following the Annual General Meeting at which the members of the Supervisory Board were elected.

(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 an annual fixed 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 compensation for any value added tax payable on their remuneration for their 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, the personally liable partners and the 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 his or her 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 personally liable partners, unless other persons are authorised to do so by law.

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

(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 presence does not appear justifiable for the member concerned or the "other participants due to health risks, (ii) the participation of the member concerned at the venue of the Annual General Meeting would involve a disproportionate amount of travelling, 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 attend the venue of the Annual General Meeting.

§ Section 17 Le/tz/ng 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 the Deputy Chairman of the Supervisory Board

If the shareholders are unable to attend, the Annual General Meeting shall be chaired by a person to be determined by resolution of the Supervisory Board, 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 a personally liable shareholder.

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

(3) The personally liable partners can stipulate in the notice convening the Annual General Meeting that

limited liability shareholders may also cast their votes in writing or by means of electronic communication without attending the meeting (postal vote). The general partners are also authorised to issue regulations on the procedure.

§ 19 *yrtoelle Annual General Meeting*

The general partners are 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. held meeting (virtual Annual General Meeting). This authorisation is valid for a period of five years after entry of this provision in the company's articles of association in the commercial register. All provisions of these Articles of Association for Annual General Meetings shall 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 when the resolution is passed (this also applies in particular to resolutions 'on

a capital increase pursuant to Section 182 AktG and for resolutions pursuant to

§ 221 AMG).

(2) The resolutions of the Annual General Meeting require the consent of the general partners insofar as they concern matters for which the consent of the general partners and limited partners is required in the case of a limited partnership. The exercise of the powers to which the Annual General Meeting or a minority of limited liability shareholders are entitled with regard to the appointment of auditors and the assertion of claims of the company arising from the formation or management of the company does not require the consent of the general partners. If the resolutions require the consent of the general partner, the general partner shall declare 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 personally liable partners 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. Prior to the submission of the audit report of the

The personally liable shareholders must be given the opportunity to comment on the audit report to the Supervisory Board.

(3) At the same time as submitting the annual financial statements and management report, the consolidated financial statements and the Group management report as well as the auditor's report, the personally liable partners must submit the proposal for the appropriation of net retained profits to the Supervisory Board for review. The Supervisory Board reports on the result 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 partners.

§ 22 *Utilisation r/es of the annual net income /*
Appropriation of profits

(1) When preparing the annual financial statements, the personally liable partners may allocate amounts up to half of the annual surplus to other retained earnings. They are also authorised to allocate further amounts of up to 100% of the annual surplus to other retained earnings as long as and to the extent that the other retained earnings do not exceed half of the share capital and would not exceed it even after the allocation.

*(2) When calculating the amount to be transferred to other revenue reserves in accordance with para. to be
 portion 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 resolves "on the appropriation of the balance sheet profit resulting from the adopted annual financial statements.

(4) After the end of a financial year, the personally liable partners may, with the approval of the Supervisory Board, distribute an interim dividend to the limited liability shareholders in accordance with Section 59 AktG.

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 general partners. The shareholders' meeting may appoint further 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 omission 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 stipulated therein (deadline

or date), the legally permissible measure or the legally permissible time that comes closest to the provision shall replace the agreement.

§ Section 25 Griffin 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.

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