

# ARTICLES OF ASSOCIATION

## BBIS BERLIN BRANDENBURG INTERNATIONAL SCHOOL GMBH

### Unofficial English Translation

This document is a translation of the German Articles of Association dated 22 January 2021. In the event of any discrepancy or inconsistency, the German version shall prevail. Only the German version is legally binding.

### § 1 Name and Registered Office

1. The name of the company is:

BBIS Berlin Brandenburg International School GmbH

2. The registered office of the company is Kleinmachnow.

### § 2 Purpose of the Undertaking

1. The purpose of the undertaking is the promotion of education and upbringing. For this purpose, the following shall take place:

a) the establishment and operation of an international school under independent sponsorship, which provides German and foreign pupils with a general course of education and leads to school leaving qualifications recognised in Germany and internationally,

b) the establishment and operation of a boarding school ("Boarding School"), which, in cooperation with the international school referred to under a), provides its female and male pupils with accommodation and pedagogical supervision,

c) the renting and leasing of fixed assets owned by the company.

2. With the purpose of the undertaking, the company pursues the selfless, exclusive and direct promotion of the general public, in particular of education and upbringing, within the meaning of the non-profit provisions of the Fiscal Code (Abgabenordnung). The company does not primarily pursue its own economic purposes.

3. The funds of the company may be used only for the purposes specified in the Articles of Association. The shareholders shall receive no allocations from the funds of the company. The shareholders shall receive no profit shares and, in their capacity as shareholders, no other payments, allocations or advantages of any kind. Furthermore, upon their withdrawal or upon dissolution of the corporation or upon loss of tax-privileged purposes, they shall also not receive back their paid-in capital contributions and the common value of their contributed assets in kind; in the event of withdrawal, their share shall be compensated in accordance with §§ 14, 15 of the Articles of Association in the amount of EUR 1.00.

4. No person may be favoured by expenditures which are foreign to the purpose of the company, or by disproportionately high remunerations.

5. The company may take all measures which serve the corporate purpose, and establish branches within Germany.

### **§ 3 Share Capital**

The share capital of the company amounts to

EUR 2,000,000.00

(in words: two million euros).

### **§ 4 Duration of the Company, Financial Year**

1. The company is formed for an indefinite period.
2. The financial year runs from 1 August to 31 July of the following year.
3. The company is not terminable.

### **§ 5 Managing Directors and Representation**

1. The company has one or more managing directors. If several managing directors are appointed, the company shall be represented jointly by two managing directors or by one managing director together with the authorised signatory (Prokurist). If only one managing director is appointed, he shall represent the company alone.
2. The managing directors may be granted sole power of representation and may be released from the restrictions of § 181 BGB. Joint representation may be ordered in each case by a part of the management with or without the formation of representation pairs specified by name.
3. The managing directors are appointed by the supervisory board. The supervisory board is also responsible for the revocation of the appointment of the managing directors as well as the conclusion, amendment, rescission or termination of employment contracts with the managing directors. For the implementation of all these measures, a three-fifths majority of the votes of the members of the supervisory board is sufficient.

### **§ 6 Management**

1. The management conducts the business of the company in accordance with the provisions of the laws, the Articles of Association, the resolutions of the supervisory board, the shareholders' meeting, as well as the management instructions for the management.
2. The management shall, at the latest 3 months before the beginning of the next financial year, draw up the business plan for the coming financial year and submit it to the supervisory board for approval.

3. The management shall at any time, upon request of the supervisory board, provide any desired information, report in writing on the course of business and the situation of the company, and inform the supervisory board without delay on important occasions.

#### **§ 7 Transactions Requiring Approval**

1. The management requires the prior consent of the supervisory board for:

a) the establishment or the closure of branches;

b) the acquisition, the disposal or the encumbrance of real estate;

c) the taking up of loans;

d) the granting of loans;

e) the granting and revocation of commercial powers of representation (Prokura) and commercial powers of attorney for the entire business operation;

f) the conclusion of rental and lease agreements for real estate owned by the company exceeding EUR 24,000.00 net cold rent (without operating and ancillary costs) or with a notice period exceeding 1 year;

g) the hiring and dismissal of the head of the primary school, the head of the middle school, the head of the upper school and the head of the boarding school;

h) the general agreements and measures for the regulation of the employment-law and pension-law conditions of the employees;

i) all transactions which go beyond the ordinary business operations of the company or are of fundamental importance, insofar as they do not remain within the framework of the business plan and exceed the amount of EUR 50,000.00.

2. The supervisory board may grant its consent generally to the management for certain types of legal transactions and measures pursuant to § 7 no. 1 and may link certain acts with its consent in the individual case.

#### **§ 8 Shareholders' Meeting**

1. The convening of the shareholders' meeting shall be carried out by the managing director(s) in text form, stating the agenda, to each individual shareholder with a period of one month; if urgent matters are to be regulated, the convening period may be shortened appropriately. The day of dispatch of the invitation and the day of the meeting shall not be counted in calculating the period.

2. A shareholders' meeting not duly convened may adopt resolutions only if all shareholders are represented and no objection to the adoption of resolutions is raised. The power of attorney for representation is to be deposited with the company for safekeeping.

3. In matters which concern the legal relationships between the managing directors and the company, shareholders whose voting rights together correspond to at least one-fifth of the voting rights within the meaning of § 9 no. 2 of the Articles of Association may convene the shareholders' meeting themselves,

stating the purpose and the reasons. Otherwise, the provisions of the Articles of Association and the statutory provisions apply to the convening.

4. The shareholders' meeting is responsible in particular for the adoption of resolutions on:

- a) amendments to the Articles of Association, in particular the increase or reduction of the share capital;
- b) the examination and determination of the annual financial statements as well as the use of the annual result;
- c) the election of the supervisory board;
- d) the discharge of the supervisory board;
- e) the discharge of the management;
- f) the division as well as the redemption of company shares;
- g) dissolution of the company and appointment of the liquidators;
- h) the selection of new shareholders and the consent of the company regarding the disposal of company shares or parts thereof;
- i) appointment of the auditor.

## **§ 9 Shareholder Resolutions**

1. A shareholders' meeting has a quorum only if at least half of the shareholders are represented. If less than half of the shareholders are represented, taking into account § 8 of the Articles of Association, a new shareholders' meeting with the same agenda is to be convened without delay. This shall have a quorum without regard to the shareholders represented if this is pointed out in the invitation.

2. Resolutions of the shareholders are adopted by a two-thirds majority of the votes, unless the law mandatorily prescribes a different majority. Each shareholder has one vote irrespective of the amount of the nominal contribution attributable to his company share.

3. The resolutions of the shareholders' meeting shall be recorded in writing, insofar as notarisation is not prescribed. They are to be signed by the chairperson of the meeting.

4. Outside of meetings, resolutions may be adopted, insofar as mandatory law does not prescribe another form, by written, telex, telegraphic or oral vote, including remote telephone vote, if each shareholder participates in the vote. A written record is to be prepared without delay for each resolution and sent to each shareholder in copy by ordinary letter.

5. The contesting of resolutions of the shareholders' meeting is possible only within three months, calculated from the day of receipt of the minutes of the resolution; contesting beyond that is excluded if six months have passed since the adoption of the resolution.

## **§ 10 Annual Financial Statements, Distribution of Profit**

1. The managing directors shall, within the statutory period, prepare the balance sheet and the profit and loss account (with notes and management report) and submit them to the shareholders for determination. The determined annual financial statements are to be signed by all managing directors.
2. For bookkeeping, balancing and structuring of the balance sheet and the profit and loss account, the relevant commercial-law provisions apply (§§ 264 ff. HGB).
3. The shareholders' meeting determines, within the framework of the non-profit purpose of the company, the use of profit.

## **§ 11 Transfer and Pledging of Company Shares**

1. Disposals of company shares require, in order to be effective, the written consent of the supervisory board. This regulation also applies to parts of company shares. § 17 para. 1 GmbHG remains unaffected.
2. The pledging of company shares is inadmissible.

## **§ 12 Rights of Pre-emption**

In the event of the sale of a company share or a part of a company share by a shareholder, the other shareholders are not entitled to a right of pre-emption.

## **§ 13 Redemption, Amortisation**

1. The redemption of company shares is admissible.
2. The redemption of the company share of a shareholder without his consent is admissible if:
  - a) the company share is attached by a creditor of the shareholder or otherwise enforced against him and the enforcement measure is not lifted within two months, at the latest until the realisation of the company share;
  - b) insolvency or composition proceedings are opened over the assets of the shareholder or the opening of such proceedings is refused for lack of assets, or the shareholder has to affirm the correctness of his statement of assets in lieu of an oath;
  - c) there exists, in the person of the shareholder, a reason justifying his exclusion; or
  - d) the shareholder declares his withdrawal from the company.

## **§ 14 Withdrawal (Leaving) from the Company**

1. Upon withdrawal from the company, the company is not dissolved, but rather—after the leaving of the shareholder concerned—continued by the other shareholders, unless the other shareholders resolve the liquidation of the company.

2. The leaving shareholder is obliged, at the option of the company, to transfer his share in whole or in part to the company itself, to one or more shareholders, or to a third party to be named by the company, or to tolerate the redemption of the share.

## **§ 15 Succession**

remains vacant

## **§ 16 Supervisory Board, Composition, Membership**

1. The company has a supervisory board. The supervisory board consists of five members; among them at least two parents whose children are pupils of the international school operated by the company must be included.

2. The members of the supervisory board are elected by the shareholders' meeting.

3. Parents whose children attend the international school operated by the company as scholarship holders may not be elected by the shareholders' meeting to the supervisory board.

4. The office of the supervisory board member lasts, if a shorter term of office is not determined upon his appointment, until the end of the shareholders' meeting which 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. A renewed appointment as supervisory board is admissible.

5. Each supervisory board member may, without stating reasons, resign from office before the end of his term of office by written declaration to the company. If a supervisory board member leaves office before the end of the term of office, then pursuant to para. 2 a new member is to be delegated or elected to the supervisory board without delay for the remainder of the term of office of the leaving person.

6. § 52 para. 1 and 2 GmbHG is excluded.

## **§ 17 Internal Order, Passing of Resolutions, Duties, Powers of the Supervisory Board**

1. The supervisory board elects, by simple majority from among its members, a chairperson of the supervisory board, a deputy as well as a secretary. The chairperson of the supervisory board is elected from the circle of supervisory board members named by the shareholders' meeting who are not parents of pupils of the international school operated by the company.

2. The supervisory board decides by resolution. The supervisory board has a quorum only if at least three members participate in the passing of the resolution. Resolutions are adopted by the majority of the votes cast; abstentions count as no-votes. In the following matters, at least three votes cast are required:

a) approval of the business plan;

b) employment, appointment and removal of the managing directors and employment of the head of the primary school and of the head of the upper school as well as amendments or termination of the employment contracts of the aforementioned persons.

3. The supervisory board decides in meetings, for the convening of which § 110 AktG applies accordingly. Absent members of the supervisory board may participate in the passing of resolutions of the supervisory board by having written votes submitted through other members of the supervisory board. Representation is admissible on the basis of written authorisation.

4. Outside of meetings, the passing of resolutions may take place by written, telex or telegraphic vote if each member participates in the vote. In the case of passing of resolutions outside of meetings, representation is inadmissible.

5. Minutes are to be prepared of meetings and resolutions of the supervisory board, which the chairperson has to sign. In minutes concerning resolutions adopted outside of meetings, day, type and participants of the passing of the resolution as well as the content of the resolutions are to be stated. Each member of the supervisory board is to be handed a copy of the minutes without delay.

6. The supervisory board may, by simple majority, adopt rules of procedure in which individual duties of the supervisory board may be transferred to committees or individual supervisory board members. Likewise, the supervisory board is authorised, by simple majority outside of the rules of procedure, to transfer individual duties to committees or individual supervisory board members. The right of transfer does not concern matters in the exclusive responsibility of the supervisory board.

7. The management shall participate, without voting right, in the meetings of the supervisory board and in meetings of the committees formed by it.

#### **§ 18 Remuneration of the Members of the Supervisory Board**

The members of the supervisory board work on an honorary basis and receive no remuneration; expenses are not reimbursed.

#### **§ 19 Dissolution**

1. The resolution on the dissolution of the company requires a majority of three quarters of the votes cast and may be adopted only if, in the shareholders' meeting, the entire share capital is represented.

2. Upon dissolution or liquidation of the company or upon loss of its tax-privileged purpose, the assets of the company including the paid-in capital shares of the shareholders and the common value of the assets in kind contributed by them shall fall to a legal person under public law or another tax-privileged corporation for use for education and upbringing.

#### **§ 20 Notices**

Publications of the company take place only in the Federal Gazette (Bundesanzeiger).

#### **§ 21 Costs**

The costs and taxes are borne by the company up to an amount of EUR 2,000.00.

## **§ 22 Severability Clause**

1. Should provisions of this agreement or provisions to be included in it in the future be wholly or partly invalid or unenforceable, or should they lose their legal effectiveness or enforceability later, the validity of the other provisions of the agreement shall not be affected thereby.
2. The parties are obliged to replace the ineffective or unenforceable provision by an effective and enforceable provision which comes closest to what the parties intended or, according to the meaning and purpose of the agreement, would have intended, if they had considered the point at the time of conclusion of this agreement or at the later inclusion of a provision.
3. The same applies insofar as it should turn out that the agreement contains a regulatory gap.