

[Notarial deed receipt to be completed]

**Merger of Koenig & Bauer Immobilien GmbH
for absorption into Koenig & Bauer AG**

**I.
Preliminary remark**

(1) The

Koenig & Bauer AG with registered office in Würzburg,
registered in the commercial register of the local court of Würzburg
under HRB109
(hereinafter: "**Acquiring Company**")

is, according to the information provided by the parties involved, which corresponds to the most recent list of shareholders filed in the register files (section 40 para. 1 GmbHG), the sole shareholder of

Koenig & Bauer Immobilien GmbH
with its registered seat in Würzburg
entered in the commercial register
of the local court of Würzburg under HRB 12339
(hereinafter: "**Transferring Company**").

- (2) The share capital of the Transferring Company in the amount of EUR 25,000.00 is fully paid up. The Transferring Company owns real estate and has no other shareholding in a company or a registered branch.
- (3) Special rights within the meaning of section 23 UmwG and/or section 50 para. 2 UmwG do not exist for the Transferring Company.
- (4) The Transferring Company has a managing director and was already integrated into the group relationship of Koenig & Bauer AG as an affiliated company within the meaning of sections 15 et seq. AktG. Pursuant to the collective bargaining agreement of March 3, 2015 (5/10-K/44-9), a cross-company general works council exists for the Acquiring Company (see **ANNEX I.4**).
- (5) The Acquiring Company has 778 employees (including part-time and partial retirement employees). The Acquiring Company is part of the cross-company general works council described in paragraph (4).

- (6) The Transferring Company is to be merged with the Acquiring Company with effect from January 1, 2024, 00:00 a.m. by way of a merger by absorption pursuant to sections 2 no. 1, 4 et seq., 62, 68 para. 1 no. 1 in conjunction with sections 46 et seq. UmwG.
- (7) In view of the situation of an upstream merger of the Transferring Company into the Acquiring Company as its sole shareholder (cf. sections 8 para. 3 no. 1 lit a, 9 para. 2 UmwG) and the precautionary waivers declared in accordance with Section III. of this deed, the contracting parties refrain from reporting (sections 8, 47 UmwG) and examining the merger (sections 9, 48 UmwG).

II. Merger Agreement

The Transferring Company and the Acquiring Company conclude the following merger agreement:

Section 1: Transfer of assets, balance sheet and merger date

- (1) The Transferring Company transfers its assets as a whole with all rights and obligations under dissolution without liquidation by way of merger pursuant to sections 2 no. 1, 4 et seq. and 46 et seq. UmwG to the Acquiring Company by way of merger by absorption.
- (2) The takeover of the assets of the Transferring Company by the Acquiring Company shall take place internally with effect from the end of December 31, 2023, 24:00 hours. From the beginning of January 1, 2024, 00:00 hours, all actions and transactions of the Transferring Company shall be deemed to have been carried out for the account of the Acquiring Company (merger date under commercial law within the meaning of section 5 para. 1 no. 6 UmwG).
- (3) The merger shall be based on the balance sheet of the Transferring Company as at December 31, 2023 as the closing balance sheet. A copy of the balance sheet signed by the sole managing director of the Transferring Company is attached as **ANNEX II.1.3** to this deed for information purposes.
- (4) This merger agreement is concluded with the expectation, but not in the form of a condition subsequent, that the merger will be entered in the commercial register of the Acquiring Company by August 31, 2024 at the latest. If the entry is not made by this date, either party may terminate the agreement with a notice period of six months, section 7 sentence 1 2nd half sentence UmwG, or withdraw from this agreement. Notice of termination may only be given for the end of the financial year of the company to which it is declared, section 7 sentence 2 UmwG.
- (5) The merger is carried out at book value in accordance with the closing balance sheet of the Transferring Company. The Acquiring Company undertakes to

submit the application for book value continuation to the tax office responsible for it.

Section 2: Consideration

- (1) The Acquiring Company therefore does not grant any consideration on the occasion of the merger-related transfer of assets. Pursuant to Section 68 para. 1 no. 1, the Acquiring Company may not increase its share capital to implement the merger. Pursuant to section 20 para. 1 no. 3 sentence 1 half-sentence 2 UmwG, the shareholder of the Transferring Company is not to be granted any shares.
- (2) Information on the exchange of shares is therefore not possible pursuant to section 5 para. 1 no. 2 to no. 5 UmwG and is not required pursuant to section 5 para. 2 UmwG.

Section 3: Special rights, special benefits, membership

- (1) The Acquiring Company does not grant any shareholder special rights or preferences within the meaning of section 5 para. 1 no. 7 UmwG. No special rights or preferences within the meaning of section 5 para. 1 no. 7 UmwG exist or existed either at the Transferring Company or at the Acquiring Company. No measures within the meaning of section 5 para. 1 no. 7 UmwG are planned.
- (2) No special benefits will be granted to the persons named in section 5 para. 1 no. 8 UmwG (a member of the management, a member of a supervisory board, a managing partner, an auditor or a merger auditor) on the occasion of the merger.
- (3) Membership rights in the Acquiring Company are not granted

Section 4: Consequences of the merger for the employees and their representatives pursuant to Section 5 para. 9 UmwG

- (1) The consequences of the merger for the employees of the Transferring Company and the Acquiring Company result from sections 20 para. 1 no. 1 and no. 2, 309 UmwG and section 613a BGB.
- (2) There will be no changes for the employees of the Acquiring Company as a result of the merger. The merger will not result in any changes to the operational structure.
- (3) The Transferring Company has a managing director. The executive position of the managing director of the Transferring Company, Dr. Torsten Bolz, will be terminated when the merger takes effect.

- (4) The general collective bargaining agreement for employees in the Bavarian metal and electrical industry applies to the Acquiring Company. This will continue to apply after the merger takes effect. Works agreements shall continue to apply under collective law. The rights and obligations regulated in the general works agreements shall remain as such. The central works council and the works council of the Acquiring Company shall remain unchanged after the merger takes effect. The current versions of the aforementioned collective agreement and the valid works agreements can be inspected in the office of the Chairman of the central works Council.

Section 5: Further provisions

- (1) The name of the Acquiring Company remains unchanged.
- (2) No use is made of the possibilities of a group merger pursuant to section 62 UmwG in the present case. The merger resolution of the Acquiring Company and the Transferring Company will be adopted in the context of the conclusion of this merger agreement.
- (3) The representation of the Acquiring Company remain unchanged.
- (4) The costs, fees and taxes arising from the notarization and implementation of the merger shall be borne by the Acquiring Company.
- (5) This deed contains all agreements made between the parties on the subject matter of this deed. There are no ancillary agreements.
- (6) Amendments and supplements to this agreement must be made in writing unless a stricter form is prescribed by law. This also applies to this paragraph 5 .
- (7) Should one of the provisions of this agreement be or become invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of this agreement. In place of the invalid or unenforceable provision, the provision that comes as close as legally permissible to the invalid or unenforceable provision shall be deemed to have been agreed. If the invalidity or unenforceability relates to a provision requiring notarization, the provision pursuant to sentence 2 of this subparagraph shall be agreed in notarized form.

III.

Shareholder resolutions

Section 1

General Meeting of the Acquiring Company (Koenig & Bauer AG)

The Annual General Meeting of the Acquiring Company approved this merger agreement on June 26, 2024 in accordance with section II. of this deed.

Section 2
Shareholders' meeting of the Transferring Company
(Koenig & Bauer Immobilien GmbH)

The sole shareholder, Koenig & Bauer AG, waiving all statutory and/or contractual forms and deadlines for convening, announcing and holding a shareholders' meeting, in particular sections 47, 49, 50 UmwG, hereby holds an

Extraordinary shareholders' meeting

and decides the following:

1. The above merger agreement pursuant to section II. of this deed is hereby approved.
2. No further resolutions are passed.

The shareholders' meeting is thus concluded.

IV.
Waivers

- (1) A merger report and a merger audit are not required pursuant to sections 8 para. 3 no. 1 lit. a, 9 para. 2 UmwG, as all shares in the Transferring Company are held by the Acquiring Company.

As a precautionary measure, the Transferring Company and the Acquiring Company waive the preparation of a merger report and the audit of the merger agreement. A merger audit is expressly not required (sections 60, 48 sentence 1, 9 para. 1 UmwG).

- (2) As a precautionary measure, the Acquiring Company once again expressly waives
- a) the sending of the draft merger agreement together with the convening of the shareholders' meetings of the Transferring Company pursuant to section 47 UmwG, and
 - b) the presentation of the annual financial statements and management reports of the legal entities involved in the merger for the last three financial years for inspection by the shareholders at the offices of the legal entities involved from the time of convening this shareholders' meeting and at today's shareholders' meeting in accordance with section 49 para. 2 UmwG.
- (3) The Acquiring Company hereby waives any action against the validity of the shareholder resolutions adopted under section III.

- (4) As a precautionary measure, all persons and legal entities involved in this deed waive all other formalities that may be waived under the law.

V.

Miscellaneous; notes and instructions

The notary also pointed out the following to the person appearing:

- The notary instructed the person appearing about the further course of the proceedings, the effects of the merger and the irrevocability of the waivers submitted.
- The merger shall only become effective upon its registration in the commercial register of the Acquiring Company, Koenig & Bauer AG, which shall only take place after registration of the merger in the commercial register of the Transferring Company.
- The Transferring Company shall cease to exist when the merger takes effect.
- The effects of the merger (in particular the universal succession in all legal relationships of Koenig & Bauer Immobilien GmbH, irrespective of whether these legal relationships are known to the parties) are known to the parties involved; in particular, they have been informed that in the event that non-preferred creditors of Koenig & Bauer Immobilien GmbH can credibly demonstrate that the fulfillment of their claims not yet due is jeopardized by the merger, security may have to be provided to them upon registration within six months after completion under the conditions of section 22 UmwG.
- Pursuant to section 25 UmwG, members of the participating representative and supervisory bodies may be liable for any damages to shareholders, creditors or the companies; claims expire five years after completion.

VI. Transcripts

Received from this certificate,

- 1) one copy each,
 - a. the registry court at the registered seat of the Acquiring Company;
 - b. the registry court at the registered seat of the Transferring Company.
 - c. the shareholders involved
- 2) one certified copy each,

the competent tax offices for corporations and real estate transfer tax.

VII Power of attorney

The parties authorize the officiating notary and the employees of the officiating notary and his successor in office, whom the said notary is authorized to designate, each individually and exempt from section 181 BGB, to make declarations, approvals and applications of any kind to supplement or amend the agreement, including in the form of self-declared documents, insofar as these are relevant or necessary to remedy official or judicial objections and/or for the purpose of executing the merger in the commercial register.

[notarial final note]