

Translation for Convenience Purposes

Roll of Deeds 285 / 2010 M

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Negotiated in Herzogenrath on March 23, 2010

before me, the undersigned

**Thomas Karl Müsgen**

**Notary in Aachen**

appeared:

1. Mr. Dr. Bernd Schulte, born on August 22, 1962,
2. Mr. Wolfgang Breme, born on May 15, 1960,

both having their business address at 52134 Herzogenrath, Kaiserstraße 98,

and both acting as duly authorized members of the board of directors of

**AIXTRON Aktiengesellschaft**  
having its registered legal seat in Aachen,  
52134 Herzogenrath, Kaiserstraße 98.

The persons appeared are personally known to the notary.

The persons appeared declared, acting as set forth above, the following:

## CONVERSION PLAN

pursuant to Art. 37 para. 4 of the Regulation EC no. 2157/2001 on the Statutes of the *Societas Europaea*, OJEC L294 dated 10 November 2001, p. 1 ("SE-Reg")

for the conversion of form of

**AIXTRON Aktiengesellschaft,**

Kaiserstraße 98, D-52134 Herzogenrath, Germany,

registered with the Commercial Register of the Local Court [*Amtsgericht*] Aachen under  
HRB 7002

– hereinafter "AIXTRON AG" –

into the

legal form of a *Societas Europaea* (SE)

– hereinafter "AIXTRON SE" –

(AIXTRON AG and AIXTRON SE are also referred to hereinafter as the "Company")

### Preamble

AIXTRON AG is a stock corporation [*Aktiengesellschaft*] under German law listed on the stock exchange with its registered office and main administrative offices in Herzogenrath, Germany. AIXTRON AG constitutes the upper level of the AIXTRON Group and directly holds participations in AIXTRON Inc. (United States of America), AIXTRON Ltd. (United Kingdom), AIXTRON Korea Co. Ltd. (South Korea), AIXTRON Taiwan Co. Ltd. (Taiwan), AIXTRON AB (Sweden) and AIXTRON KK (Japan) (the "AIXTRON Group"). The AIXTRON Group is a leading supplier of deposition equipment for the semi conductor industry.

AIXTRON AG is supposed to be converted into an European Company (*Societas Europaea*, SE) pursuant to Art. 2 para. 4 in conjunction with Art. 37 SE-Reg. The legal form of the SE is the only supranational legal form based on European law which is available for a company with its registered office in Germany and registered on the stock exchange.

The Executive Board of AIXTRON AG is convinced that the change in legal form represents a further step in the direction of developing the business which follows on the successful expansion of the international business activity of the AIXTRON Group and the strong growth in previous years. The supranational legal form also promotes an open international corporate culture. The registered office of the Company is supposed to remain in Germany.

Now, therefore, the Executive Board of AIXTRON AG is establishing the following

Conversion Plan in accordance with Art. 37 para. 4 SE-Reg:

**1. Conversion of AIXTRON AG into AIXTRON SE**

1.1 AIXTRON AG will be converted into an European Company (Societas Europaea, SE) pursuant to Art. 2 para. 4 in conjunction with Art. 37 SE-Reg.

1.2 Among others, AIXTRON AG has had a subsidiary which is governed by the law of another Member State in the European Union, namely the law of the United Kingdom, for more than two years in the form of AIXTRON Ltd. (previously Thomas Swan Scientific Equipment Ltd.) with its registered office in Swavesey/Cambridge, United Kingdom, registered on 17 August 1999 under the name Alphawhiz Ltd. in the Registrar of Companies under the no. 03827293. AIXTRON AG acquired all shares in this company on 13 September 1999. Thus, the necessary prerequisite for a conversion of AIXTRON AG into an SE under Art. 2 para. 4 in conjunction with Art. 37 SE-Reg is satisfied.

1.3 The conversion will take effect upon the registration of the conversion with the commercial register of the Company (the "Conversion Date"). The conversion of AIXTRON AG into an SE results neither in the dissolution of the Company nor the establishment of a new legal entity.

1.4 As of the Conversion Date, the shareholders of AIXTRON AG will become shareholders in AIXTRON SE. The participations of the shareholders in the Company continue to exist unchanged due to the legal entity remaining the same. The shareholders will participate in the share capital of AIXTRON AG in the same scope and with the same number of shares as was the case with their participations in the share capital of AIXTRON AG prior to the conversion taking effect. The mathematical portion of each share in the share capital will remain the same as at the time the conversion takes effect. All shares in AIXTRON AG are registered shares and will become registered shares in AIXTRON SE. The shares in AIXTRON AG are certificated in share certificates representing multiples of shares ("Global Shares"). These Global Shares will be replaced by Global Shares representing AIXTRON SE.

**2. Company name, registered office, articles of association**

2.1 The company name of AIXTRON SE is "AIXTRON SE".

2.2 The registered office of AIXTRON SE is in Herzogenrath, Germany. That is also the location of its main administrative offices.

2.3 AIXTRON SE will receive the articles of association attached as **Annex I** which constitute a component of this Conversion Plan.

**3. Share capital, authorized capital and conditional capital, authorization to acquire treasury stock**

3.1 The entire share capital of AIXTRON AG in the amount existing as of the Conversion Date and as allocated at that time as well as the amount of the share capital attributable to each individual share (§ 4 Clause 1 of the articles of association of AIXTRON AG) will become the share capital of AIXTRON SE. The authorized and conditional capital of AIXTRON AG in the amount existing as of the Conversion Date (§ 4 Clause 2.1, Clause 2.2, Clause 2.3, Clause 2.4, Clause 2.5 and Clause 2.6 of the articles of association of AIXTRON AG) will become the authorized and conditional capital of AIXTRON SE.

3.2 As of the Conversion Date, the amount of share capital mentioned in § 4 Clause 1 of the articles of association of AIXTRON SE with the allocation of shares corresponds to the amount of share capital with the allocation in registered shares set forth in § 4 Clause 1 of the articles of association of AIXTRON AG. The share capital of AIXTRON AG is currently (status: 9 February 2010) EUR 100,667,177.00. This does not take into account any potential increases in capital using authorized or conditional capital in the period of time between 9 February 2010 and the Conversion Date. The share capital is divided into 100,667,177 registered shares each representing a portion of the share capital of EUR 1.00.

3.3 As of the Conversion Date, the amount of the authorized capital under § 4 Clause 2.1 of the articles of association of AIXTRON SE corresponds to the amount of the authorized capital under § 4 Clause 2.1 of the articles of association of AIXTRON AG. The Executive Board of AIXTRON AG is authorized, subject to the consent of the Supervisory Board, under § 4 Clause 2.1 of the currently applicable articles of association of AIXTRON AG (status: 9 February 2010) to increase the share capital by 17 May 2010 either at one time or several times by up to a total amount of EUR 35,919,751.00 in exchange for cash contributions and/or contributions in kind by issuing new no par registered shares representing a proportionate amount in the share capital of EUR 1.00 per share (Authorized Capital I).

A proposal will be made to the general shareholders meeting of AIXTRON AG under agenda point 8 of the agenda for the invitation to the general shareholders meeting on 18 May 2010 to strike § 4 Clause 2.1 of the currently applicable articles of association relating to the Authorized Capital I and to authorize the Executive Board of AIXTRON AG, subject to the consent of the Supervisory Board, to increase the share capital by 17 May 2015 once or in installments at several times by an amount of up to EUR 40,266,870.00 in exchange for cash contributions and/or contributions in kind by issuing new registered shares (Authorized Capital I). At the same time, the articles of association of AIXTRON AG are supposed to be amended accordingly in § 4 Clause 2.1. Reference is made to the proposal of the Executive Board and the Supervisory Board for a resolution as well as to the report of the Executive Board on

agenda point 8 in the agenda for the invitation to the general shareholders meeting on 18 May 2010. If the general shareholders meeting follows this proposal for a resolution, this new authorization as well as the corresponding amendment of § 4 Clause 2.1 of the articles of association of AIXTRON AG will continue to apply for the future AIXTRON SE upon the resolution taking effect, and the previous authorization in § 4 Clause 2.1 of the currently applicable articles of association of AIXTRON AG will be struck.

- 3.4 As of the Conversion Date, the regulation on the authorized capital or the amount of the authorized capital pursuant to § 4 Clause 2.2 of the articles of association of AIXTRON SE corresponds to the regulation on authorized capital or the amount of the authorized capital under § 4 Clause 2.2 of the articles of association of AIXTRON AG. The currently applicable articles of association of AIXTRON AG (status: 9 February 2010) does not provide for any authorization of the Executive Board to increase the share capital under § 4 Clause 2.2.

A proposal will be made to the general shareholders meeting of AIXTRON AG under agenda point 9 of the agenda for the invitation to the general shareholders meeting on 18 May 2010 to authorize the Executive Board of AIXTRON AG, subject to the consent of the Supervisory Board, to increase the share capital by 17 May 2015 once or in installments by an amount of up to EUR 10,066,717.00 in exchange for cash contributions by issuing new registered shares (Authorized Capital II). Reference is made to the proposal of the Executive Board and the Supervisory Board for the resolution and to the report of the Executive Board on agenda point 9 of the agenda for the invitation to the general shareholders meeting on 18 May 2010. At the same time, the articles of association of AIXTRON AG are supposed to be amended accordingly in § 4 Clause 2.2. If the general shareholders meeting follows this proposal for a resolution, this new authorization and the corresponding amendment in § 4 Clause 2.2 of the articles of association of AIXTRON AG will continue to apply unchanged for the future AIXTRON SE upon the resolution taking effect.

- 3.5 As of the Conversion Date, the value and number of the shares in the conditional capital under § 4 Clause 2.3 of the articles of association of AIXTRON SE corresponds to the value and the number of the shares in the conditional capital under § 4 Clause 2.3 of the articles of association of AIXTRON AG. The share capital of AIXTRON AG has been conditionally increased under § 4 Clause 2.3 of the currently applicable articles of association of AIXTRON AG (status: 9 February 2010) into up to 1,926,005.00 and up to 1,926,005 registered shares. The conditional capital increase serves to grant subscription rights to members of the Executive Board and employees of the Company as well as to the member of management in affiliated enterprises and employees in affiliated enterprises on the basis of stock option programs in accordance with the resolution of the general shareholders meeting dated 26 May 1999.

3.6 As of the Conversion Date, the value and number of the shares in the conditional capital under § 4 Clause 2.4 of the articles of association of AIXTRON SE corresponds to the value and the number of shares in the conditional capital under § 4 Clause 2.4 of the articles of association of AIXTRON AG. The share capital of AIXTRON AG has been conditionally increased in § 4 Clause 2.4 of the currently applicable articles of association of AIXTRON AG (status: 9 February 2010) by up to EUR 35,875,598 by issuing up to 35,875,598 new registered shares (Conditional Capital I 2007). The conditional capital increase serves to grant shares to holders of or creditors under bonds with warrants attached and/or convertible bonds which have been issued by the Company or by companies in which the majority belongs directly or indirectly to the Company on the basis of the authorization of the general shareholders meeting dated 22 May 2007.

A proposal will be made to the general shareholders meeting of AIXTRON AG under agenda point 10 of the agenda for the invitation to the general shareholders meeting on 18 May 2010 to cancel the authorization of the general shareholders meeting dated 22 May 2007 for the issuance of bonds with warrants attached and/or convertible bonds and the Conditional Capital I 2007 in § 4 Clause 2.4 of the currently applicable articles of association and to authorize the Executive Board of AIXTRON AG, subject to the consent of the Supervisory Board, to issue bonds with warrants attached and/or convertible bonds in a total nominal amount of up to EUR 1,200,000,000.00 and to conditionally increase the share capital by up to EUR 40,266,870.00 by issuing up to 40,266,870 new registered shares with a right to participate in profits commencing as of the start of the respective fiscal year in which they are issued (Conditional Capital 2010). At the same time, the articles of association of AIXTRON AG are supposed to be amended accordingly in § 4 Clause 2.4. Reference is made to the proposal for resolution from the Executive Board and the Supervisory Board and to the report of the Executive Board on agenda point 10 of the agenda for the invitation to the general shareholders meeting on 18 May 2010. If the general shareholders meeting follows this proposal for a resolution, this new authorization and the Conditional Capital 2010 as well as the cancellation of the authorization contained previously in § 4 Clause 2.4 of the currently applicable articles of association of AIXTRON AG and the cancellation of the Conditional Capital I 2007 as well as the corresponding amendment to § 4 Clause 2.4 of the articles of association of AIXTRON AG will continue to apply for the future AIXTRON SE upon the resolution taking effect.

3.7 As of the Conversion Date, the value and number of the shares in the conditional capital under § 4 Clause 2.5 of the articles of association of AIXTRON SE corresponds to the number of the shares in the conditional capital under § 4 Clause 2.5 of the articles of association of AIXTRON AG. The share capital of AIXTRON AG has been increased pursuant to § 4 Clause 2.5 of the currently applicable articles of association of AIXTRON AG by up to EUR 1,247,197.00 divided in an amount of up to 1,247,197 registered shares. The conditional capital increase serves to grant subscription rights to members of the Executive Board of the Company and members

of the management of affiliated enterprises as well as to employees of the Company and employees of affiliated enterprises on the basis of stock option programs in accordance with the resolution of the general shareholders meeting dated 22 May 2002.

- 3.8 As of the Conversion Date, the value and number of the shares in the conditional capital under § 4 Clause 2.6 of the articles of association of AIXTRON SE corresponds to the value and the number of shares in the conditional capital under § 4 Clause 2.6 of the articles of association of AIXTRON AG. The share capital of AIXTRON AG has been conditionally increased under § 4 Clause 2.6 of the currently applicable articles of association of AIXTRON AG by up to EUR 3,919,374.00 by issuing up to 3,919,374.00 registered shares (Conditional Capital II 2007). The conditional capital increase serves to secure subscription rights under stock options in accordance with the resolution of the general shareholders meeting dated 22 May 2007.
- 3.9 If AIXTRON AG makes use of authorized or conditional capital prior to the Conversion Date, the respective scope of authorization for increasing the share capital (§ 4 Clause 2.1, Clause 2.2, Clause 2.3, Clause 2.4, Clause 2.5 and Clause 2.6 in the articles of association of AIXTRON AG) will be reduced, and the number for the share capital as well as the statements on the number of shares (§ 4 Clause 1 of the articles of association of AIXTRON AG) will increase accordingly. Any capital measures resolved by the general shareholders meeting prior to the Conversion Date will apply equally for AIXTRON SE.
- 3.10 A proposal will be made to the general shareholders meeting of AIXTRON AG under agenda point 7 of the agenda for the invitation to the general shareholders meeting on 18 May 2010 to authorize the Company to acquire treasury stock in accordance with § 71 para. 1 no. 8 German Stock Corporations Act [*Aktiengesetz*, "AktG"] within the statutory limits until 17 May 2015 in a total amount of up to 10 percent of the share capital existing as of the date of adopting the resolution under certain further conditions also contained in the authorization. Furthermore, the Supervisory Board is supposed to be authorized to apply treasury stock to certain purposes determined in the authorization upon receiving the consent of the Supervisory Board. Reference is made to the proposal for the resolution from the Executive Board and the Supervisory Board and the report of the Executive Board of AIXTRON AG in accordance with § 71 para. 1 no. 8 in conjunction with § 186 para. 3 sentence 4 and para. 4 sentence 2 AktG concerning agenda point 7 of the agenda for the invitation to the general shareholders meeting on 18 May 2010. If the general shareholders meeting follows this proposal for a resolution, these authorizations will continue to apply without any change for the future AIXTRON SE, especially with regard to the permissible exclusion of subscription rights under the authorizing resolution in the context of using treasury stock. If the general shareholders meeting rejects the proposal for a resolution under agenda point 7 of the agenda for the invitation to the general

shareholders meeting on 18 May 2010, the previous authorization issued by the general shareholders meeting on 20 May 2009 which applies until 19 November 2010 for acquiring treasury stock as well as the authorization of the Executive Board of AIXTRON AG to apply treasury stock will continue to apply unchanged for AIXTRON SE.

- 3.11 The Supervisory Board of AIXTRON SE is authorized by the general shareholders meeting to make any amendments which concern the formal wording to the version of the articles of association of AIXTRON SE attached as Annex I prior to registration of the conversion of corporate form.

#### **4. Offer for cash compensation**

Shareholders objecting to the conversion of corporate form will not be offered any cash compensation because such an offer of cash compensation is not required under the law.

#### **5. Holders of special rights and holders of other securities**

- 5.1 On the basis of the general shareholders meeting dated 26 May 1999, AIXTRON AG has granted both members of the Executive Board and employees of AIXTRON AG as well as members of the management and employees of affiliated enterprises subscription rights to stock under a stock option program ("Stock Option Program 1999"), which initially grants an entitlement to subscribe to up to 250,000 shares representing a par value of DM 5.00 each. In order to service the stock options granted under the Stock Option Program 1999, the share capital of the Company was conditionally increased in the year 1999 by DM 1,250,000.00. As a result of subsequent adjustments, the subscription entitlement under the Stock Option Program 1999 was increased to 3,000,000 shares; the capital was also conditionally increased accordingly by EUR 3,000,000.00. The options were granted in four annual tranches (1999, 2000, 2001, 2002), which could each be exercised upon expiration of the second year after being granted. The period of time in which the exercise of the options could take place under regular conditions has expired in the meantime. Notwithstanding satisfaction of these conditions, the stock options can, however, be exercised after the expiration of 15 years after being issued. In accordance with the terms and conditions in the Stock Option Program 1999, the options are issued with an exercise price in the amount of the average closing price in the last 20 trading days on the Frankfurt securities exchange prior to the date on which they were granted. The new shares participate in the profits in each case as of the commencement of the fiscal year in which they come into existence as the result of exercising the subscription rights. As of 31 December 2009, there are still 1,133,744 options outstanding for the purchase of 1,802,952 registered shares which can be exercised beginning from the



years 2014 through 2017 at an exercise price of between EUR 7.48 and EUR 67.39 (rounded) per share.

- 5.2 On the basis of the resolution of the general shareholders meeting dated 22 May 2002, AIXTRON AG has granted members of the Executive Board of the Company and members of the management of affiliated enterprises as well as employees of the Company and employees of affiliated enterprises subscription rights for shares under a stock option program (the "Stock Option Program 2002") which in total authorize subscription to as many as 3,511,495 shares. In order to service the stock options granted under the Stock Option Program 2002, the share capital of the Company was conditionally increased by EUR 3,511,495.00 in the year 2002. The options were granted in three annual tranches (2003, 2004, 2006). The options cease to exist 10 years after they were granted. In accordance with the terms and conditions of the Stock Option Program 2002, the options were issued at an exercise price in the amount of the average closing price in the last 20 trading days on the Frankfurt securities exchange prior to the date on which they were granted, plus a premium of 20 percent of the average closing price. The new shares participate in each case in the profits starting at the beginning of the fiscal year in which they come into existence as a result of exercise of the subscription rights. As of 31 December 2009, 960,984 options for the purchase of the same number of registered shares were outstanding. The exercise prices lie between EUR 3.10 and EUR 6.17 per share.
- 5.3 On the basis of the resolution of the general shareholders meeting dated 22 May 2007, AIXTRON AG has issued subscription rights to shares in the context of a stock option program (the "Stock Option Program 2007") which permit subscription up to a total amount of 3,919,374 registered shares. In order to service the stock options granted under the Stock Option Program 2007, the share capital of the Company was conditionally increased by EUR 3,919,374.00 in the year 1999. One half of the allocated shares can be exercised in this context after a waiting period of at least two years; a further 25 percent can be exercised after at least three years, and the remaining 25 percent after at least four years. The option ceases to exist 10 years after they were granted. In accordance with the terms and conditions of the Stock Option Program 2007, options were issued with an exercise price in the amount of 120 percent of the average closing price in the last twenty trading days on the Frankfurt securities exchange prior to the date on which they were granted. The new shares participate in the profits in each case starting at the beginning of the fiscal year in which they come into existence as a result of exercising the subscription rights. Under the Stock Option Program 2007 759,100 options were issued under a first tranche ("Tranche 2007"), in a second and third tranche, 779,000 and 778,850 options were issued ("Tranche 2008" and "Tranche 2009"). As of 31 December 2009, a total of 2,234,750 options for the purchase of the same number of registered shares were outstanding. The exercise prices lie between EUR 4.17 and EUR 24.60 (rounded) per share.
- 5.4 Upon acquisition of Genus, Inc. on 14 March 2005, the Company took over the Genus

Incentive Stock Option Program 2000. On the date of acquiring Genus, Inc., options for purchasing 3,948,014 Genus shares were approved under this stock option program. These options were converted into options for the purchase of 2,013,487 AIXTRON American Depositary Shares ("AIXTRON-ADS"). Options granted prior to 3 October 2003 have a blocking period of three years and a term of five years after the subscription date. Options granted after 3 October 2003 have a blocking period of 4 years and a term of 10 years as of the subscription date. Further terms and conditions for the exercise do not exist. A total of 6,935 options for the purchase of AIXTRON-ADS were outstanding under this program on 31 December 2009.

- 5.5 The general shareholders meeting of AIXTRON AG authorized the Executive Board of AIXTRON AG under a resolution dated 22 May 2007 to issue, subject to the consent of the Supervisory Board, bonds with warrants attached and/or convertible bonds in a total nominal amount of up to EUR 500,000.000 having a limited term or an unlimited term at one time or on several times through the Company or through companies in which the majority is held directly or indirectly by the Company and to issue options and/or conversion rights to holders or creditors of bonds for a total amount of up to 35,875,598 registered shares in the Company representing a proportional amount in the share capital of up to EUR 35,875,598.00. In order to service the options and/or conversion rights, the share capital of the Company was conditionally increased in the year 2007 by EUR 35,875,598.00 (Conditional Capital I 2007). The Executive Board has so far not made use of this authorization. Aside from this, reference is made to Clause 3.6 of this Conversion Plan.
- 5.6 In the course of the conversion of corporate form, the entitled parties will receive a subscription right to shares in AIXTRON SE instead of shares in AIXTRON AG. The number of shares does not change as a result of the conversion of corporate form. Instead of shares in AIXTRON AG, shares in AIXTRON SE must be delivered in the future. AIXTRON-ADS to be delivered are supported in the future by shares in AIXTRON SE. Conditional capital which was created to secure subscription rights under the Stock Option Plans 1999, 2002 and 2007 will continue to exist in AIXTRON SE in accordance with Clause 3.5, Clause 3.7 and Clause 3.8 as well as Clause 3.9 of this Conversion Plan (see, § 4 Clause 2.3, Clause 2.5 and Clause 2.6 of the articles of association of AIXTRON SE).

## **6. Executive Board / management body**

- 6.1 The offices of all members of the Executive Board of AIXTRON AG end upon the conversion taking effect.
- 6.2 Notwithstanding the responsibility of the future Supervisory Board of AIXTRON SE for making decisions in accordance with Art. 39 para. 2 SE-Reg, it is pointed out here that it can be assumed that the current members of the Executive Board of AIXTRON AG will be appointed as members of the Executive Board of

AIXTRON SE. The current members of the Executive Board of AIXTRON AG are Paul K. Hyland (Chairman), Dr. Bernd Schulte and Wolfgang Breme.

## **7. Supervisory Board / supervisory body**

7.1 Pursuant to § 11 of the articles of association of AIXTRON SE, a Supervisory Board will be established at AIXTRON SE which – as is the case at AIXTRON AG – consists of six members. All members of the Supervisory Board of AIXTRON SE will be elected by the general shareholders meeting. The members of the first Supervisory Board of AIXTRON SE will be appointed in the articles of association of AIXTRON SE in accordance with Art. 40 para. 2 sentence 2 SE-Reg.

7.2 The offices of the members of the Supervisory Board of AIXTRON AG end upon the conversion taking effect. The following individuals are supposed to be appointed as members of the first Supervisory Board of AIXTRON SE in accordance with § 11 Clause 3 of the articles of association of AIXTRON SE:

- Kim Schindelhauer, Aachen, graduate businessman,
- Dr. Holger Jürgensen, Aachen, physicist,
- Prof. Dr. Rüdiger von Rosen, Frankfurt am Main, executive member of the board, Deutsches Aktieninstitut e.V.,
- Joachim Simmroß, Hannover, graduate businessman,
- Karl-Hermann Kuklies, Duisburg, businessman, and
- Prof. Dr. Wolfgang Blättchen, Leonberg, member of the executive board of Blättchen & Partner AG.

Notwithstanding the responsibility of the Supervisory Board of AIXTRON SE, it is pointed out due to reasons of precaution that Mr. Kim Schindelhauer will most likely be elected as the Chairman of the Supervisory Board and that Mr. Dr. Holger Jürgensen will most likely be appointed as the Vice-chairman.

## **8. Special benefits**

Due to reasons of precaution and notwithstanding the responsibilities of the Supervisory Board of AIXTRON SE, it is pointed out in this context that the members of the Executive Board of AIXTRON AG will most likely be appointed as members of the Executive Board of AIXTRON SE (see, Clause 6.2 of this Conversion Plan). Furthermore, it is pointed out that the current members of the Supervisory Board of AIXTRON AG will be appointed as members of the Supervisory Board of AIXTRON SE in the articles of association of AIXTRON SE (see, Clause 7.2 of this Conversion Plan).

**9. Information on the procedure for agreeing about participation by the employees**

- 9.1 In order to secure the acquired rights of the employees in AIXTRON AG to participate in corporate decisions, the procedure for the participation of employees must be carried out in connection with the conversion of corporate form into an SE in accordance with the German Act on the Participation of Employees in a European Company [*Gesetz über die Beteiligung der Arbeitnehmer in einer europäischen Gesellschaft*, "SEBG"] dated 22 December 2004 (German Official Journal of Statutes [*Bundesgesetzblatt*, "BGBL."] I p. 3686). The goal of this procedure is to conclude an agreement about the participation of the employees in the SE.

The procedure for involving the employees is characterized by the principle of protecting the acquired rights of the employees in AIXTRON AG. The scope of the participation of the employees in the SE will be defined by the terminology in § 2 para. 8 SEBG which in substance follows Art. 2 lit. h) of the Directive 2001/86/EC of the Council dated 8 October 2001 on supplementing the statute for the European Company with regard to the participation by the employees. Participation by the employees is, thus, the superior term for every procedure which enables the representatives of the employees to exercise influence on adopting resolutions within the Company. This includes especially information, being heard and co-determination. Information refers in this regard to the information for the works council of the SE or other employee representatives by the management of the SE about matters which relate to the SE itself, one of its subsidiaries or any of its plants in another Member State or which go beyond the authority of the relevant corporate bodies at the level of the individual Member State. A hearing means, in addition to a response from the representatives of the employees about events relevant for decisions, the exchange of ideas between the representatives of the employees and the corporate management and consultation with the goal of reaching an agreement, whereby the corporate management, however, remains free in reaching its decision. The co-determination relates either to the right of appointing or electing members of the Supervisory Board or, in the alternative, proposing members for the Supervisory Board or objecting to proposals from third parties.

- 9.2 At the present time, AIXTRON AG has a Supervisory Board with six members. The Supervisory Board of AIXTRON AG does not have any employee representatives; there are no rights of co-determination either on the basis of the German Act on the One-Third Participation of Employees and Supervisory Boards [*Gesetz über die Drittelbeteiligung der Arbeitnehmer im Aufsichtsrat*] or under the German Act on the Co-Determination by Employees [*Gesetz über die Mitbestimmung der Arbeitnehmer*].
- 9.3 Regarding employee information and consultation a works council has been established at AIXTRON AG at the plant in Herzogenrath in Germany. There is no speaker's committee. At the European level, the employees in the AIXTRON Group are currently not organized, and there is especially no European works council under the provisions in the German Act on European Works Councils [*Gesetz über*

*Europäische Betriebsräte*].

9.4 The initiation of the process for involving the employees occurs in accordance with the provisions in the SEBG. § 4 SEBG provides that the management of the company involved in establishing the SE (in this case: the Executive Board of AIXTRON AG) must call upon the employees to establish a Special Negotiating Body and inform the employees or their relevant employee representatives about the contemplated conversion of corporate form. The process must be initiated unsolicited by providing this required information to the employee representatives or the employees and at the latest without undue delay after disclosure of the Conversion Plan by the Executive Board of AIXTRON AG. As a company subject to German law, AIXTRON AG must submit the Conversion Plan electronically to the relevant commercial register in Aachen for the purpose of disclosure (see, Art. 37 para. 5 SE-Reg in conjunction with § 12 para. 1 German Commercial Code [*Handelsgesetzbuch*, "HGB"], Art. 15 para. 1 SE-Reg in conjunction with § 14 AktG). The required information for the employees or their relevant representatives extends especially to the following pursuant to § 4 para. 3 SEBG: (i) the identity and structure of AIXTRON AG, the subsidiaries affected by the establishment of the SE and the plants affected by the establishment of the SE and how this is distributed among the Member States; (ii) the employee representative bodies existing in these companies and plants, (iii) the number of the employees respectively employed in these companies and plants and the resulting total number of employees employed in a Member State, and (iv) the number of employees who have co-determination rights in the corporate bodies of these companies.

9.5 The law provides that the employees or their relevant employee representatives are supposed to elect the members of the Special Negotiating Body within ten weeks after the commencement of the process by means of the required information.

The responsibility of the Special Negotiating Body is to negotiate with the corporate management the structure of the process for involvement and the determination of the participation rights of the employees in the SE.

The members of the Special Negotiating Body are representatives of the employees from all Member States in the EU and the treaty states in the EER in which the companies in the AIXTRON Group have employees.

The establishment and the composition of the Special Negotiating Body is governed in principle by German law (§ 4 through § 7 SEBG). The allocation of the seats in the Special Negotiating Body to the individual Member States of the EU and the treaty states in the EER in which the AIXTRON Group has employees is regulated in § 5 para. 1 SEBG for establishing the SE with its registered office in Germany. The allocation of the seats is in accordance with the following general rule:

Each Member State of the EU and each treaty state in the EER in which the companies in the AIXTRON Group have employees receives at least one seat. The number of the seats allocated to a Member State in the EU or a treaty state in the EER is increased in each case by one seat to the extent that the number of the employees in

this Member State of the EU or treaty state of the EER in each case exceeds a threshold of 10 percent, 20 percent, 30 percent etc. of all employees of the AIXTRON Group in the Member States of the EU and the treaty states of the EER. For the purpose of allocating the seats, as a general rule the date when the information is given to the employees or the employee representatives about the planned establishment of an SE is the basis (see, § 4 para. 4 SEBG).

Based on the number of employees in the AIXTRON Group in the individual Member States of the EU and the treaty states of the EER as of 28 February 2010, the following allocation of seats results:

| Country        | Number of employees | Percentage of the total number of employees (rounded) | Delegated to the Special Negotiating Body |
|----------------|---------------------|---|---|
| Germany        | 450                 | 83.5  | 9   |
| United Kingdom | 82                  | 15.2  | 2   |
| Sweden         | 7                   | 1.3   | 1   |
| Total          | 539                 | 100   | 12  |

The respective national law controls the election or appointment of the members in the Special Negotiating Body from the individual Member States of the EU and the treaty states in the EER. The election or appointment of the members as well as the establishment of the Special Negotiating Body as a general rule is the responsibility of the employees and their relevant employee representatives and the unions responsible for them, respectively.

Pursuant to § 8 para. 1 sentence 1 SEBG, the members of the Special Negotiating Body attributable to the employees of the companies, subsidiaries and plants affected in Germany by the establishment are elected by an electoral body in a secret and direct election. The electoral body represents as a general rule under § 8 para. 2 sentence 2 SEBG also those employees who have not elected a works council in their plants or companies.

The composition of the electoral body is governed by the existing employee representatives in the company involved in the establishment, a subsidiary affected by the establishment of the SE or a plant affected by the establishment of the SE. As a general rule, the employee representative bodies existing at the respective highest level under works constitution law are supposed to assume the task of the election. If, as is the case upon the conversion of corporate form of AIXTRON AG into an SE, only one German company is involved in establishing the SE, the electing body consists either of the members of the general works council or, to the extent such a general works council does not exist, the members of the works council or works councils (§ 8 para. 3 SEBG). Since only one works council exists at AIXTRON AG for the plant in Herzogenrath, the electing body for the election of the German members of the Special Negotiating Body must be established from among the members of this works

council.

Employees of the companies and plants as well as union representatives can be elected to the Special Negotiating Body. A substitute member must be elected for each member. If the Special Negotiating Body consists of more than two members from Germany, every third member must be appointed at the suggestion of the union represented in the operations of AIXTRON AG (see, § 6 para. 3 in conjunction with § 8 para. 1 sentence 2 SEBG). If there are more than six members from Germany in the Special Negotiating Body, at least every seventh German member must be a executive employee as proposed by the speakers committee (see, § 6 para. 4 in conjunction with § 8 para. 1 sentence 5 SEBG). If, as is the situation in the present case, there is no speakers committee, the executive employees can submit nominations for election; a nomination must be signed by one twentieth or 50 of the executive employees entitled to vote (§ 8 para. 1 sentence 6 SEBG).

The law does not contain detailed requirements for the election and is limited to describing general principles. In the course of the election, at least two thirds of the members of the electing body who represent at least two thirds of the employees must be present. The members of the electing body in each case have as many votes as the employees they represent. The members of the electing body must comply with the principles of secret and direct election (see, § 8 para. 1 sentence 1 SEBG).

- 9.6 The process for establishing the Special Negotiating Body ends with the meeting in which this body constitutes itself. The Executive Board of AIXTRON AG must issue an invitation for this without undue delay after all members have been appointed, but at the latest 10 weeks after the information has been provided pursuant to § 4 para. 2 and para. 3 SEBG which initiates the process for involving the employees (see, §§ 12 para. 1, 11 para. 1 SEBG).

The negotiations commence on the day for which the Executive Board has issued the invitation for the meeting in which the Special Negotiating Body constitutes itself. A duration of up to six months is contemplated under the law for the negotiations which, however, can be extended by up to one year upon mutual resolution of the negotiating parties (§ 20 SEBG).

The negotiation process also takes place if the deadline for the election or the appointment of individual or all members of the Special Negotiating Body has been exceeded due to reasons for which the employees are responsible (§ 11 para. 2 sentence 1 SEBG).

During the course of the negotiations, elected or appointed members can involve themselves at any time in the negotiating process (§ 11 para. 2 sentence 2 SEBG). A member who becomes involved late, however, must accept the status of the negotiations as that member finds them. A claim of the Special Negotiating Body for extension of the six-month negotiating period does not exist.

The goal of the negotiations is the conclusion of an agreement on the participation of

the employees in AIXTRON SE. If the stock corporation, such as AIXTRON AG, to be converted into the SE does not have corporate co-determination, as a general rule the only necessary subject of the negotiations is the determination of the process for informing and hearing the employees in the SE.

- 9.7 The agreement between the Executive Board and the Special Negotiating Body must determine in this regard whether a works council for the SE must be established in order to inform and hear the employees. If the works council is established, the scope of responsibility (including any inclusion of non-Member States of the EU or non-treaty states of the EER), the number of its members and the allocation of seats, the rights to receive information and be heard, the corresponding process, the frequency of meetings, the financial and material means to be provided, the date for when the agreement takes effect and its term as well as the instances in which the agreement is supposed to be re-negotiated must be agreed, including the process applicable for this re-negotiation (§ 21 para. 1 SEBG).

The Executive Board and the Special Negotiating Body can, as an alternative to establishing a works council for the SE, also agree on a different procedure which ensures the information of the employees and their ability to be heard.

The agreement is also supposed to determine that further negotiations on the involvement of employees in the SE must be commenced in the case of structural changes in the SE.

- 9.8 The conclusion of an agreement on the participation of the employees requires a resolution of the Special Negotiating Body which as a general rule adopts the resolution with a majority of its members who must at the same time also represent the majority of the represented employees. A resolution which has the consequence of reducing co-determination rights cannot be adopted (see, § 15 para. 5 SEBG). In the case of existing statutory co-determination rights, it is also not possible to resolve to not commence negotiations or to terminate negotiations which have already started (see, § 16 para. 3 SEBG).
- 9.9 If an agreement on involving the employees is not reached within the contemplated period, a statutory fall-back solution will apply; this solution can also be agreed from the very beginning as the contractual solution.

The statutory fall-back solution in the case of AIXTRON SE would have the consequence with regard to the Supervisory Board of AIXTRON AG which does not have any co-determination that the Supervisory Board of AIXTRON SE would also remain free of co-determination and its members would be determined exclusively by the shareholders.

With regard to securing the right for information and the right to be heard on the part of the employees of AIXTRON SE, the statutory fall-back solution would have the consequence that a works council for the SE would have to be established which would have the responsibilities of securing the information and right to be heard of the



employees in the SE. The works council would be responsible for the matters affecting the SE itself, one of its subsidiaries or one of its plants in another Member State or which go beyond the authority of the relevant corporate bodies at the level of the individual Member State (§ 27 SEBG). The works council for the SE would have to be informed and heard annually with regard to the development of the business situation and the perspectives of the SE. The works council of the SE would have to be informed and heard about extraordinary circumstances (§§ 28, 29 SEBG). The composition of the works council for the SE and the election of its members would, as a general rule, follow the provisions on the composition and appointment of the members of the Special Negotiating Body (§ 23 SEBG).

- 9.10 In the case of the statutory fall-back solution, an examination would be required on the part of the management of AIXTRON SE every two years during the existence of AIXTRON SE about whether changes in the SE, its subsidiaries and plants require a change in the composition of the works council of the SE. In the case of the statutory fall-back solution, the works council of the SE would also be required to resolve with the majority of its members four years after being instituted whether negotiations about an agreement for involving employees in the SE should be commenced or whether the then current regulation should continue to apply. If the resolution about negotiating an agreement on involving employees is adopted, the works council of the SE takes the place of the Special Negotiating Body in such negotiations.
- 9.11 The required costs incurred for establishing the Special Negotiating Body and its activity are borne by AIXTRON AG and, after it is established, by AIXTRON SE (§ 19 SEBG). The duty to bear costs includes the costs for materials and personnel incurred in connection with the activity of the Special Negotiating Body, including the negotiations. Especially premises, materials (e.g. telephone, telefax, required writings), interpreters and office personnel must be provided as needed for the meetings, and the required travel costs and costs for lodging for members of the Special Negotiating Body must be borne.

**10. Other effects of the conversion of corporate form for the employees and their representative bodies**

- 10.1 The rights and duties of the employees under the existing employment and labor agreements remain unchanged. § 613a BGB does not apply to the conversion of corporate form because no transfer of operations occurs due to the fact that the identity of the legal entity remains.
- 10.2 The existing works council agreements and other collective bargaining rules continue to exist in accordance with the respective agreement.
- 10.3 There are no changes for the members of plant employee representative bodies in AIXTRON AG and the AIXTRON Group as a result of the conversion into an SE. These existing representative bodies in the operations continue to exist.

10.4 No other measures are contemplated or planned under the conversion of corporate form which would affect the situation of the employees.

**11. Fiscal year, auditor**

11.1 The fiscal year of the Company will continue to correspond to the calendar year without any change. There are no changes resulting from the conversion of corporate form.

11.2 Deloitte & Touche GmbH Wirtschaftsprüfungsgesellschaft, Düsseldorf, will be appointed as the auditor and the group auditor for the first fiscal year of AIXTRON SE.

**12. Costs of the conversion of corporate form**

The originating costs with regard to the conversion of corporate form from a stock corporation to a SE will be borne by the Company up to an amount of EUR 1,000,000.00.

This notarial record, including the attachment (Articles of Association of AIXTRON SE), was read aloud by the notary to the persons appeared, was approved by them and was personally signed by them as well as by the notary.

Dr. Bernd Schulte

Wolfgang Breme

Thomas Karl Müsgen  
Notar

**Annex I**

**Articles of Association**

***AIXTRON***  
**SE**

## **I. GENERAL PROVISIONS**

### **§ 1**

#### **Company Name, Domicile, Duration**

1. The Company is registered under the name:  

AIXTRON SE
2. The domicile of the Company is Herzogenrath.
3. The duration of the Company is unlimited.

### **§ 2**

#### **Purpose**

1. The purpose of the Company is the manufacture and sale of products, as well as research and development and services for the implementation of semiconductor technologies and other physicochemical technologies, particularly those bearing the AIXTRON trademark.
2. The Company is authorized to conduct all transactions suitable for promoting the Company's purpose indirectly and directly.

The Company may establish branch offices in Germany and abroad, may acquire equity interests in other companies in Germany and abroad, as well as purchase or establish such companies.

The purpose of subsidiaries and investees may differ from that referred to in clause 1 above insofar as it seems capable of promoting the purpose of the Company.

The Company may outsource all or part of its operations to affiliates.

### **§ 3**

#### **Notices and Information**

1. The Company's notices will be published in the electronic Bundesanzeiger (Federal Gazette), unless otherwise stipulated by law.
2. Information intended for the holders of listed securities of the Company may also be transmitted electronically.

## **II. SHARE CAPITAL AND SHARES**

### **§ 4**

#### **Share Capital**

1. The Company's share capital is €100,667,177.00 (in words: one hundred million six hundred and sixty seven thousand one hundred and seventy seven euros). It is composed of 100,667,177 no-par value registered shares. The share capital in the amount of €100,667,177.00 (in words: one hundred million six hundred sixty seven thousand one hundred seventy seven Euros) has been rendered by converting the corporate form of AIXTRON Aktiengesellschaft into AIXTRON SE.
- 2.1 The Executive Board is authorized, subject to the consent of the Supervisory Board, to increase the share capital by 17 May 2015 once or in several installments by up to a total amount of €40,266,870.00 in exchange for cash contributions and/or contributions in kind by issuing new registered shares (Authorized Capital I), but as a maximum up to the amount in which the authorized capital under § 4 clause 2.1 of the articles of association of AIXTRON Aktiengesellschaft still exists at the time of converting AIXTRON Aktiengesellschaft into a European Company (*Societas Europaea*, SE) in accordance with the Conversion Plan dated March 23, 2010. A subscription right must be granted to the shareholders in this context. The shares can also be underwritten by one or more credit institutions subject to the obligation to offer them for subscription to shareholders of the Company. However, the Executive Board is authorized, subject to consent by the Supervisory Board, to exclude the subscription right of the shareholders in full or partially:
  - to settle remainder amounts resulting due to the subscription ratio;
  - in the case of increases of capital in exchange for contributions in kind for the purpose of granting shares for the purpose of acquiring enterprises, parts of enterprises, participations in enterprises or acquiring other assets.

The Executive Board is furthermore authorized, subject to the consent of the Supervisory Board, to determine the further content of the rights associated with the shares as well as the terms and conditions of issuing the shares.

- 2.2 The Executive Board is authorized, subject to the consent of the Supervisory Board, to increase the share capital by 17 May 2015 at one time or several times in installments by a total of up to €10,066,717.00 in exchange for cash contributions by issuing new registered shares (Authorized Capital II), but as a maximum up to the amount in which the authorized capital under § 4 clause 2.2 of the articles of association of AIXTRON Aktiengesellschaft still exists at the time of converting AIXTRON Aktiengesellschaft into a European Company (*Societas Europaea*, SE) in accordance with the Conversion Plan dated March 23, 2010. A subscription right must be granted to the shareholders

in this context. The shares can also be underwritten by one or more credit institutions subject to the obligation to offer them for subscription to shareholders of the Company.

However, the Executive Board is authorized, subject to consent by the Supervisory Board, to exclude the subscription right of the shareholders in full or partially:

- to settle remainder amounts resulting due to the subscription ratio;
- to the extent that it is necessary for protecting against dilution in order to grant a subscription right for new shares to holders or creditors of options or conversion rights under bonds with warrants attached or convertible bonds issued or to be issued by the Company and/or its subsidiaries to the extent these holders or creditors would have options or conversion rights after the exercise of these rights or after performance of conversion obligations;
- if the issue price for the new shares does not materially within the meaning of §§ 203 paras. 1 and 2, 186 para. 3 sentence 4 German Stock Corporations Act [Aktiengesetz, "AktG"] falls below the stock exchange price of the already listed shares having the same rights as of the date of final determination of the issuing price by the Executive Board. This authorization only applies, however, subject to the provision that the shares issued under exclusion of the subscription right pursuant to § 186 para. 3 sentence 4 AktG in total do not exceed 10 percent of the share capital either at the time the authorization takes effect or when it is exercised. Shares must be credited against this limit of 10 percent of the share capital if these shares are issued or applied in direct or corresponding application of § 186 para. 3 sentence 4 AktG subject to the exclusion of the subscription right during the term of this authorization. Furthermore, those shares must be credited against the limit of 10 percent of the share capital which is or must be issued in order to service subscription rights under bonds with warrants and/or convertible bonds if the bonds have been or are issued subject to exclusion of the subscription right on the basis of an authorization for the issuance of bonds under corresponding application of § 186 para. 3 sentence 4 AktG applicable during the term of this authorization.

The Executive Board is furthermore authorized, subject to the consent of the Supervisory Board, to determine the further content of the rights associated with the shares as well as the terms and conditions of issuing the shares.

- 2.3 The Company's share capital is conditionally increased by up to €1,926,005.00 by issuing up to 1,926,005 new no-par value registered shares but as a maximum up to the amount in which the authorized capital under § 4 clause 2.3 of the articles of association of AIXTRON Aktiengesellschaft still exists at the time of converting AIXTRON Aktiengesellschaft into a European Company (*Societas Europaea*, SE) in accordance with the Conversion Plan dated March 23, 2010. The conditional capital increase serves to grant options to members of the Executive Board and employees of the Company and to members of the management and employees of affiliated

companies under the stock option plans resolved by the General Meeting on May 26, 1999 under agenda item 5. The conditional capital increase will only be implemented to the extent that the holders of options exercise their rights. The new shares carry dividend rights as of the start of the fiscal year in which they are issued as a result of the options being exercised in each case. The Executive Board is authorized to determine the further details of the implementation of the conditional capital increase with the approval of the Supervisory Board. Where options are to be granted to members of AIXTRON Aktiengesellschaft's Executive Board, the further details of the conditional capital increase will be determined by the Supervisory Board.

- 2.4 The share capital is conditionally increased by up to €40,266,870.00 by issuing up to 40,266,870 new registered shares having a right to participate in the profit commencing with the start of the fiscal year in which they are issued, but as a maximum up to the amount in which the authorized capital under § 4 clause 2.4 of the articles of association of AIXTRON Aktiengesellschaft still exists at the time of converting AIXTRON Aktiengesellschaft into a European Company (*Societas Europaea*, SE) in accordance with the Conversion Plan dated March 23, 2010. The conditional capital increase serves to grant shares to the holders or creditors under bonds with warrants and/or convertible bonds which are issued by the Company or a company in which the Company directly or indirectly holds the majority of shares in exchange for cash contribution on the basis of the authorization under agenda point 10 of the general shareholders meeting dated 18 May 2010. The conditional capital increase is to be implemented only to the extent that options and/or conversion rights are exercised under the bonds or duties to convert under the bonds are fulfilled and to the extent that no cash compensation has been granted or treasury stock has been used for the servicing. The Executive Board is authorized, subject to the consent of the Supervisory Board, to establish the further details for implementing the conditional capital increase (Conditional Capital 2010).
- 2.5 The Company's share capital is conditionally increased by up to €1,247,197.00 by issuing up to 1,247,197 new no-par value registered shares but as a maximum up to the amount in which the authorized capital under § 4 clause 2.5 of the articles of association of AIXTRON Aktiengesellschaft still exists at the time of converting AIXTRON Aktiengesellschaft into a European Company (*Societas Europaea*, SE) in accordance with the Conversion Plan dated March 23, 2010. The conditional capital increase serves to grant options to members of the Executive Board of AIXTRON AG and members of the management of affiliated companies, as well as to employees of AIXTRON AG and of affiliated companies under the stock option plans in accordance with the General Meeting's resolution of May 22, 2002 (Stock Option Plan 2002). The conditional capital increase will only be implemented to the extent that the holders of options make use of their rights, and the Company does not grant own shares to fulfill these rights. The new shares carry dividend rights as of the start of the fiscal year in which they are issued as a result of the options being exercised. The Executive Board is authorized to determine the further details of the implementation of the conditional

capital increase with the approval of the Supervisory Board. Where options are to be granted to members of AIXTRON Aktiengesellschaft's Executive Board, the further details of the conditional capital increase will be determined by the Supervisory Board.

- 2.6 The Company's share capital is conditionally increased by up to €3,919,374.00 by issuing up to 3,919,374 no-par value registered shares (contingent capital II 2007) but as a maximum up to the amount in which the authorized capital under § 4 clause 2.6 of the articles of association of AIXTRON Aktiengesellschaft still exists at the time of converting AIXTRON Aktiengesellschaft into a European Company (Societas Europaea, SE) in accordance with the Conversion Plan dated March 23, 2010. Contingent capital II 2007 serves to ensure the fulfillment of the subscription rights attached to the options granted by the Company under the Stock Option Plan 2007 up to and including May 21, 2012 in accordance with the authorization resolved by the General Meeting on May 22, 2007. The conditional capital increase will only be implemented to the extent that the holders of such options exercise their option rights and the Company does not service the options by granting own shares or offering cash settlement. The new shares carry dividend rights as of the start of the fiscal year in which they are issued.
- 2.7 The Supervisory Board is authorized to reformulate the Articles of Association in accordance with the amount of the capital increase from authorized and conditional capital in each case.

## **§ 5**

### **Dividend rights**

In the case of a capital increase, the dividend rights can be assigned differently from section 60 of the *Aktiengesetz*.

## **§ 6**

### **Classes of shares**

1. The shares are registered shares.
2. If, as part of an increase in capital, the resolution makes no provision as to whether shares are to be bearer shares or registered shares, they will be registered shares.
3. The Executive Board, with the approval of the Supervisory Board, determines the type of share certificates as well as the coupons and renewal coupons. The same applies to interim certificates, bonds, interest coupons and warrants.
4. The Company may issue share certificates representing multiples of shares (global shares). The right of shareholders to the certification of their shares is excluded.



5. Renewal coupons and coupons shall be attached to the shares.

### **III. LEGAL CONSTITUTION OF THE COMPANY**

#### **§ 7**

##### **Executive Bodies**

The Company's executive bodies are:

the Executive Board,  
the Supervisory Board,  
the General Meeting.

#### **A. Executive Board**

#### **§ 8**

##### **Executive Board**

1. The Company's Executive Board is comprised of two or more persons. The Supervisory Board determines the number of Executive Board members. The appointment of deputy Executive Board members is permitted. The members of the Executive Board are appointed for a maximum period of six years. Reappointments are permissible.
2. The Supervisory Board can delegate the conclusion, amendment, and termination of appointment contracts duties to a Supervisory Board committee.
3. The Supervisory Board can appoint a member of the Executive Board as the Chairman or the Spokesman of the Executive Board and additional members of the Executive Board as Deputy Chairmen or Deputy Spokesmen.

#### **§ 9**

##### **Legal Representation**

1. The Company is legally represented by two members of the Executive Board or by one member of the Executive Board acting jointly with a Prokurist (authorized signatory). The Supervisory Board can grant individual Executive Board members power of sole representation.
2. The Supervisory Board can also exempt individual Executive Board members from the restrictions imposed by section 181 of the Bürgerliches Gesetzbuch (BGB - German Civil Code).

**§10**  
**Management**

1. The Executive Board conducts the business of the Company in accordance with the law and the Articles of Association. It has passed by-laws for itself by a unanimous resolution of its members and with the approval of the Supervisory Board.
2. The Executive Board requires the prior consent of the Supervisory Board in order to conduct the following transactions or take the following measures:
  - establishing, acquiring, disposing of, especially in the form of sale, surrendering or dissolving plants, subsidiaries and companies in which shareholdings are held and participations in other enterprises if, in the specific case, an amount of €500,000 is exceeded;
  - commencing, materially restricting or giving up fields of activity of the Company;
  - acquiring and selling real property and rights equivalent to real property, dispositions over such properties and rights and corresponding transactions resulting in obligations to make such dispositions;
  - conclusion, amendment and termination of important license contracts or cooperation contracts which involve an economic risk of more than €1,000,000 for AIXTRON SE or its group companies;
  - appointment of holders of registered signing authority, general or primary representatives for the entire business operations.

The Supervisory Board can make other matters dependent on its consent.

The Supervisory Board can issue the consent for specific matters in advance or in the context of approving the business planning.

**B. Supervisory Board**

**§ 11**  
**Composition, Election, Term of Office**

1. The Supervisory Board consists of 6 (six) members. The General Meeting can specify any other number of Supervisory Board members divisible by three.
2. The appointment of the Supervisory Board occurs for the period of time until the end of the general shareholders meeting resolving about the ratification of actions for the fourth fiscal year after the commencement of the term of office, subject to the regulation in § 11 clause 3, whereby the fiscal year in which the appointment occurs is not taken into account; however, the longest term is six years. Repeated appointment is permissible.

3. The following individuals are appointed as members of the first Supervisory Board until the end of the general shareholders meeting which resolves about the ratification of actions for the first fiscal year of AIXTRON SE, but in any event for a maximum term of three years:
- Kim Schindelhauer, Aachen, graduate businessman,
  - Dr. Holger Jürgensen, Aachen, physicist,
  - Prof. Dr. Rüdiger von Rosen, Frankfurt am Main, executive member of the board, Deutsches Aktieninstitut e.V.,
  - Joachim Simmroß, Hannover, graduate businessman,
  - Karl-Hermann Kuklies, Duisburg, businessman, and
  - Prof. Dr. Wolfgang Blättchen, Leonberg, member of the executive board of Blättchen & Partner AG.
4. Substitute members can be elected for Supervisory Board members who have been elected by the General Meeting. The term of office of a substitute member taking the place of a retired member ends at the end of the General Meeting in which a supplementary election for the remaining term of the retired member takes place, but no later than the end of the retiring member's term of office.

## **§ 12**

### **Resignation from Office**

Any member of the Supervisory Board can resign from office by addressing a statement to the Chairman of the Supervisory Board or the Executive Board, giving one month's notice.

## **§ 13**

### **Chairman of the Supervisory Board**

The Supervisory Board elects a Chairman and a Deputy from among its members. If in the course of an electoral period, the Chairman or the Deputy Chairman retire from their posts, the Supervisory Board must immediately hold an election for the remainder of the term of the retiree.

**§ 14**  
**Meetings**

The meetings of the Supervisory Board are convened in writing by the Chairman, or – if he is prevented from doing so – by his Deputy, giving 14 days' notice. When calculating the period of notice required, the day on which the invitation was sent and the day of the meeting are not included. The invitation must indicate the individual items on the agenda. In urgent cases, the period of notice for convening a meeting can be reduced to 3 (three) working days and the invitation can be issued verbally, by fax, telephone, or email.

**§ 15**  
**Resolutions**

1. The agenda must be announced at the time the meeting is convened. Resolutions on agenda items not duly announced in the invitation are only permitted if no Supervisory Board member presents objects. In such cases, absent Supervisory Board members must be given the opportunity to object to the resolution within an appropriate period to be determined by the Chairman, or – if he is prevented from doing so – by his Deputy, or to submit their vote in writing.

The resolution shall only take effect if the absent Supervisory Board members do not object to it within this period or if they vote in favor of it.

2. Resolutions of the Supervisory Board are passed at meetings. In exceptional, justified cases, members of the Supervisory Board may also participate in meetings of the Supervisory Board and its committees by telephone conferencing or video conferencing with the approval of the Chairman, or – if he is prevented from giving such approval – by his Deputy. Supervisory Board members who do not participate in the meeting in accordance with clause 2, sentence 2 above, may take part in resolutions of the Supervisory Board and its committees by submitting a written vote (also by fax) to the Chairman of the meeting. Outside the meetings, resolutions of the Supervisory Board are only permitted by way of votes cast in writing, by fax, telephone, or e-mail or by way of a combination of these aforementioned means of communication, if no member of the Supervisory Board objects to this procedure.
3. The Supervisory Board is quorate if two thirds of its members take part in the resolution in accordance with § 11 clause 1 of the Articles of Association. If the Supervisory Board only consists of three members, all three members are required to take part in the resolution.
4. The resolutions of the Supervisory Board require a majority of the votes cast. Abstentions are not counted as votes. The Chairman of the meeting has the casting vote in the event of a tie. The Chairman of the meeting will determine the type of

voting procedure to be followed. These provisions apply accordingly to votes cast in writing, or by telephone, fax, or e-mail.

5. Minutes must be taken of Supervisory Board meetings and must be signed by the Chairman of the meeting. The minutes taken on resolutions passed in writing, or by telephone, fax, or e-mail must be signed by the Chairman of the Supervisory Board, or – if he is prevented from doing so – by his Deputy.

## **§ 16**

### **Committees**

1. The Supervisory Board is authorized and, if prescribed by law, required to form committees of its members and to draw up by-laws establishing their responsibilities and powers. The Supervisory Board can also, if permitted by law, assign decision-making powers to the committees.
2. Declarations of intent by the Supervisory Board and its committees are submitted by the Chairman on behalf of the Supervisory Board, or - if he/she is prevented from doing so - by his Deputy.

## **§ 17**

### **Tasks/Remuneration for the Supervisory Board**

1. The Supervisory Board supervises the management activities of the Executive Board.
2. The Supervisory Board shall draw up by-laws for itself.
3. In addition to the reimbursement of expenses (including the value added tax on their Supervisory Board remuneration or expenses), the members of the Supervisory Board shall receive appropriate annual compensation, the amount of which shall be determined by the General Meeting. This sum is applicable until the General Meeting resolves otherwise. As well as fixed compensation, members of the Supervisory Board shall also receive total variable compensation of 1% of the Company's net retained profit, less an amount corresponding to 4% of the paid-in contributions to the share capital. The Chairman of the Supervisory Board receives 6/17, the Deputy Chairman 3/17, and a member of the Supervisory Board 2/17 of the variable compensation. The amount of the variable compensation shall not exceed four times the fixed compensation per member of the Supervisory Board. Variable compensation is payable following the end of the General Meeting, that resolves on the appropriation of the net retained profit.
4. The members of the Supervisory Board will receive an attendance fee in an amount of €1,500.00 for attending the meetings of committees each; the chairman of a committee will receive double this amount. The total amount of attendance fees payable to the

members of the Supervisory Board shall be limited to one and a half times of the fixed compensation of this person pursuant to § 17 clause 3.

5. The Company also pays the insurance premiums for the members of Supervisory Board for liability and legal insurance to cover liability risks arising from their activities for the Supervisory Board, as well as the insurance tax payable on these.
6. The general shareholders meeting resolving about the ratification of actions by the members of the first Supervisory Board of AIXTRON SE will resolve about the compensation for the members of the first Supervisory Board of AIXTRON SE.

### **C. General Meeting**

#### **§ 18**

##### **General Meeting**

The Company's General Meetings take place either at the Company's domicile or a German city with over 100,000 residents.

#### **§ 19**

##### **Convening the General Meeting**

The general shareholders meeting is called by the Executive Board or by the Supervisory Board. The general shareholders meeting must be called at least 30 days prior to the date of the meeting. The minimum notice period under sentence 2 is extended by the days for the notification period (§ 20 clause 2 sentence 1).

#### **§ 20**

##### **Participation in the General Meeting**

1. Those shareholders who have given notice of attendance and whose names have been entered into the shareholders' ledger shall be entitled to attend such General Meeting and to exercise their voting rights.
2. Registration for participating in a meeting must be received at the Company under the address notified in the call for the meeting in German or English in the form of text or, if so resolved by the Executive Board, electronically in a manner determined in the call for the meeting, at least six months prior to the general shareholders meeting, whereby the date of the general shareholders meeting and the date of receipt are not taken into account (registration period). Cancellations and new registration in the register of shareholders will not take place on the date of the general shareholders meeting and during the last six days prior to the general shareholders meeting.

3. Any details regarding registration are to be made known once notification of convening of the General Meeting has been dispatched.
4. The Executive Board is authorized to provide that shareholders can participate in the general shareholders meeting without being present at its location and without a proxy and can completely or partially exercise all or individual rights they have by means of electronic communication (online participation). The Executive Board is also authorized to make determinations about the scope and the process for participating and exercising rights under sentence 1. The determinations will be announced together with the call for the general shareholders meeting.

## **§ 21**

### **Chairing the General Meeting**

1. The meeting is chaired by the Chairman of the Supervisory Board, or by his Deputy if the Chairman is unable to do so. If neither the Chairman nor his Deputy chairs the meeting, it will be chaired by the most senior member of the Supervisory Board (in terms of service) present.
2. The Chairman can change the sequence of topics to be discussed as against that announced in the agenda. In addition, he shall decide on the type and form of voting.
3. The person presiding over the General Meeting may restrict the right of shareholders to speak and to ask questions to an appropriate amount of time. In particular the person presiding over the General Meeting may determine an appropriate time frame for the course of the entire General Meeting, for individual items on the agenda and for questions and contributions by the shareholders.
4. The chair of the meeting is authorized to permit in parts or completely the transmission in pictures and sound of the general shareholders meeting in a manner to be determined in more detail by the chair of the meeting. The transmission can also occur in a form under which the public has unrestricted access.

## **§ 22**

### **Resolutions**

1. Resolutions of the General Meeting are passed by a simple majority of the votes cast, unless the Articles of Association or mandatory provisions of law require otherwise. Insofar as the provisions in the law require that resolutions be passed by a majority of the share capital represented at the time of resolution, a simple majority of the represented capital is sufficient, as far as this is legally permissible. Resolutions about amending the Articles of Association, to the extent legal provisions do not determine otherwise, require a majority of two thirds of the votes cast or, if at least one half of the share capital is represented, the simple majority of the votes cast.

2. If a simple majority is not achieved in the first round of voting for elections by the General Meeting, an additional round of voting will be held between the two people who have received the highest number of votes in the first round.

### **§ 23**

#### **Voting Rights**

1. Each no-par value share grants one vote at General Meetings. The preferred shares without voting rights only have voting rights in the cases provided for by law, in this case, each no-par value share also grants one vote.
2. The voting right can be exercised by proxy. The grant of proxy, its revocation and proof of proxy for the Company requires the form of text. An easing of the form can also be determined in the call for a meeting. The Company will provide at least one method of electronic communication for transmitting proof. The further details will be announced together with the call for the general shareholders meeting. § 135 AktG remains unaffected.
3. The Executive Board is authorized to provide that shareholders can cast their votes in writing or by means of electronic communications (absentee ballot) even without participating in the meeting. The authorization includes the right to make determinations about the procedure. The determinations will be announced together with the call for the general shareholders meeting.

#### **IV. ANNUAL FINANCIAL STATEMENTS, PROVISIONS, APPROPRIATION OF RETAINED EARNINGS**

### **§ 24**

#### **Fiscal Year**

The fiscal year is the calendar year.

### **§ 25**

#### **Annual Financial Statements, Ordinary General Meeting, Appropriation of Retained Earnings**

1. The Executive Board shall prepare the annual financial statements as well as the management report for the previous fiscal year and present it to the Supervisory Board within the first 3 (three) months of the fiscal year. If the annual financial statements have to be audited by an auditor, these documents shall be submitted along with the auditor's report immediately after the receipt of the auditor's report by the Supervisory Board.



2. At the same time, the Executive Board shall submit to the Supervisory Board its proposal for the appropriation of the net retained profit that will be presented to the General Meeting.
  3. The Supervisory Board is required to inspect the annual financial statements, the management report, and the proposal for the appropriation of the net retained profit within one month of receiving the auditor's report. The Executive Board will receive the Supervisory Board's report.
  4. After receiving the Supervisory Board's report of the result of its inspection, the Executive Board shall immediately convene the General Meeting, which is required to take place within the first 6 (six) months of every fiscal year.
  5. The Ordinary General Meeting resolves on the approval of the activities of the Executive Board and Supervisory Board as well as on the appropriation of the net retained profit. In addition, the General Meeting resolves on the choice of the auditor and, in the cases provided for by the law, on the adoption of the annual financial statements.
- V. AUTHORITY IF THE SUPERVISORY BOARD TO AMEND THE ARTICLES OF ASSOCIATION, FORMATION EXPENSES, PLACE OF JURISDICTION, SPECIAL BENEFITS**

#### **§ 26**

##### **Amendments to the Articles of Association**

The Supervisory Board is authorized to resolve amendments and additions to the Articles of Association that only concern the formal wording.

#### **§ 27**

##### **Costs**

1. The Company will bear the formation costs and taxes up to a maximum amount of DM 100,000.00.
2. The Company assumes the expense for establishing itself with regard to the conversion of corporate form of AIXTRON AG into AIXTRON SE, especially the costs of the preparatory measures, the costs for examining and preparing the certificate on value by the court appointed expert in accordance with § 37 para. 6 SE-Reg, the costs for notarizing the Conversion Plan, the costs for entries in the register, the costs of external advisors, the costs for required publications, the costs for conducting the process for regulating the involvement of employees and the costs for converting stock

exchange listings for the shares in AIXTRON AG to shares in AIXTRON SE in an estimated amount of up to €1,000,000.00.

**§ 28**

**Place of Jurisdiction**

The Company's domicile is the place of jurisdiction.

**§ 29**

**Special Benefits**

The following is pointed out in the context of the conversion of corporate form of AIXTRON AG into AIXTRON SE due to reasons of precaution:

Notwithstanding the responsibility of the Supervisory Board of AIXTRON SE to make decisions under stock corporations law, it must be assumed that the present members of the Executive Board of AIXTRON AG will be appointed as members of the Executive Board of AIXTRON SE. The members of the Executive Board of AIXTRON AG are Paul K. Hyland, Dr. Bernd Schulte and Wolfgang Breme.

Furthermore, the then current members of the Supervisory Board of AIXTRON AG at the time the conversion of AIXTRON AG into AIXTRON SE takes effect are supposed to be appointed as members of the Supervisory Board of AIXTRON SE (see, § 11 clause 3).

As annex to the notarial record of the notary Thomas Karl Müsgen in Aachen dated as of March 23, 2010, Roll of Deeds 285 / 2010 M, read aloud, approved and personally signed:

Dr. Bernd Schulte

Wolfgang Breme

Thomas Karl Müsgen  
Notar