

**Profit and loss transfer agreement**

between

newport.takkt GmbH  
Presselstrasse 12, 70191 Stuttgart

- hereinafter referred to as "NEWPORT" -

and

TAKKT AG  
Presselstrasse 12, 70191 Stuttgart

- hereinafter referred to as "TAKKT" -

**§ 1**  
**Profit transfer**

1. TAKKT is the sole shareholder of NEWPORT. NEWPORT undertakes, subject to the creation or reversal of reserves in accordance with section 1(2) of this agreement, to transfer the net income generated without any profit transfer – after deducting losses carried forward from the previous year, the amount required to be allocated to legal reserves and the amount blocked from distribution as defined in section 268(8) of the German Commercial Code (HGB) – in line with the current provisions of section 301 of the German Stock Corporation Act (AktG).
2. NEWPORT is entitled to allocate amounts from net income to other general reserves with the consent of TAKKT, provided this is legally permissible and there is a justifiable business reason for doing so. Other general reserves pursuant to section 272(3) HGB and capital reserves from additional payments pursuant to section 272(2) no. 4 HGB ("free reserves"), which are created during the term of this agreement, shall be reversed upon the request of TAKKT and used to compensate an annual net loss or transferred as profit. The transfer of amounts resulting from the reversal of other reserves pursuant to section 272(3) HGB or free reserves pursuant to section 272(4) HGB, which were formed prior to the commencement of this agreement, shall be excluded.

3. The obligation to transfer profit and loss is in effect for the first time for the net profit of the 2018 financial year. The transfer is due at the conclusion of each financial year and must be settled using the Group clearing account.

## **§ 2**

### **Assumption of losses**

In accordance with the current version of section 302 AktG (currently paragraphs 1, 3 and 4), TAKKT is obliged to compensate any annual net loss otherwise incurred by NEWPORT during the term of this agreement to the extent that such loss is not compensated by amounts taken from the free reserves, which were allocated thereto during the term of this agreement pursuant to section 1(2) sentence 2 of this agreement.

Section 1 clause 3 applies accordingly for the obligation to balance losses.

## **§ 3**

### **Annual financial statements for NEWPORT**

The annual financial statements for NEWPORT must be submitted to TAKKT for their reference, review and approval prior to being adopted. TAKKT is entitled to request any alterations that are legally permitted.

## **§ 4**

### **No external shareholders**

TAKKT is the sole shareholder of NEWPORT when this agreement is concluded. There is therefore no need to define an appropriate level of compensation for external shareholders in accordance with section 304(1) sentence 3 AktG.

**§ 5**  
**Validity and duration**

1. This agreement is subject to the approval of the shareholders' meeting of the contracting parties. The necessary consent should be acquired without delay.
2. The agreement shall become effective upon entry in the commercial register of NEWPORT and shall apply retroactively as of its foundation.
3. The agreement will last for an indefinite period. It may be terminated in writing for the first time as of December 31, 2023 with a notice period of six months to the end of a financial year of NEWPORT.
4. Both contracting parties are entitled to terminate the agreement without notice for cause. The agreement may be terminated without notice if TAKKT is no longer the majority shareholder of NEWPORT, if TAKKT sells NEWPORT, or if NEWPORT or TAKKT is converted or liquidated.

**§ 6**  
**Provision of collateral**

If the agreement is terminated, TAKKT shall provide the creditors of NEWPORT with collateral in accordance with section 303 AktG.

**§ 7**  
**Miscellaneous**

1. In order to take effect, this agreement requires the approval of the Shareholders' Meeting of TAKKT and the shareholders' meeting of NEWPORT. It shall take effect upon entry in the commercial register for the domicile of NEWPORT.
2. Any provision of this agreement that is or becomes void shall be treated as if it has been replaced by a provision that comes as close as possible to the original intent of the parties to the agreement. This shall not affect the validity of any other provision of this agreement.

Stuttgart, Germany, 15<sup>th</sup> of March 2018

**newport.takkt GmbH**

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Franziskus Josten

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Dr. Heiko Hegwein

**TAKKT AG**

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Dr. Felix A. Zimmermann

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Dr. Claude Tomaszewski