Convenience translation

ARTICLES OF ASSOCIATION

of

KWS SAAT SE & Co. KGaA

Legal form; name and registered offices of the Company

Section 1

1.1 The Company shall have the legal form of a partnership limited by shares (KGaA).

1.2 The Company's name shall be

KWS SAAT SE & Co. KGaA

1.3 The Company shall have its registered offices in Einbeck, Germany.

Purpose of the Company

Section 2

2.1 The purpose of the Company is breeding, multiplication and use of all types of crops, production and distribution of seed, agriculture and horticulture and distribution of their products and all types of uses for them as food and fodder, production of chemical products for use in agriculture and horticulture and of fertilizers, production and distribution of agricultural equipment, and production and distribution of sugar and confectionery and their distribution, including all by-products.

2.2 The Company may run operating plants and farms on its own and/or leased areas.

2.3 The Company may acquire, manage and sell shares or participating interests in investment funds, and invest the monies solely or mainly in enterprises which operate in one or more of the areas specified in Section 2.1.

2.4 The Company is authorized to carve out significant parts of its operations and/or business segments, sell them, transfer them to subsidiaries or joint ventures and confine itself to discharging the tasks of a group holding company.

2.5 The Company may set up branches in Germany and abroad, establish and participate in companies of any type and legal form within the scope of its purpose as defined by the Articles of Association and enter into company agreements of any nature.

Capital stock and shares

Section 3

3.1 The capital stock shall be €99,000,000.00 and shall be divided into 33,000,000 bearer shares.

3.2 Shareholders shall not be entitled to certification of their shareholding.

3.3 The capital stock of €19,800,000.00 existing at the time the Company was converted into a European Company (*Societas Europaea* or SE) has been contributed by conversion of KWS SAAT AG's legal form into that of an SE.

3.4 The capital stock of €99,000,000.00 existing at the time the Company was converted into a partnership limited by shares was contributed by conversion of KWS SAAT SE into the legal form of a partnership limited by shares (KGaA).

Announcements and notifications

Section 4

4.1 Announcements of the Company shall be published in the Federal Official Gazette, unless the law stipulates a different mandatory form.

4.2 Information can also be sent to shareholders by data communications, subject to the conditions specified by law.

Statutes of the Company

Section 5

5.1 Unless otherwise specified by the Articles of Association, the Company shall consist of the personally liable partner and the shareholders (limited partners).

5.2 The management and supervisory bodies of the Company shall be:

1. The personally liable partner
2. The Supervisory Board
3. The Annual Shareholders' Meeting

Personally liable partner

Section 6

6.1 The personally liable partner shall be

KWS SE

with registered offices in Munich.

6.2 The personally liable partner has not made any special contribution. It shall not participate in the profits and losses of the Company or have a share of its assets.

6.3 The personally liable partner shall leave the Company if the majority of shares in the personally liable partner can no longer be held directly and/or indirectly for a time longer than 30 calendar days by persons who hold a combined total of more than 15% of the Company's capital stock directly or indirectly through a company that is dependent in accordance with Section 17 (1) of the German Stock Corporation Act (AktG) or is controlled in accordance with Section 290 (2) of the German Commercial Code (HGB). This shall not apply if all shares in the personally liable partner are held by the Company.

6.4 Furthermore, the personally liable partner shall leave the Company if a person who is not a family shareholder (acquiring party) obtains control over the personally liable partner directly or indirectly (acquisition of control) and does not submit to the Company's limited partners a takeover or mandatory offer in accordance with this

provision and otherwise in accordance with the provisions in the German Securities Acquisition and Takeover Act (WpÜG) within three months of acquisition of control.

A family shareholder is any natural or legal person who on October 23, 2018, held more than 50% of the voting rights in KWS SAAT SE directly or indirectly, including any attributions in accordance with Section 34 of the German Securities Trading Act (WpHG), including their respective descendants within the meaning of Section 1924 (1) of the German Civil Code (BGB) and their respective partners.

Family shareholders are also

(i) Foundations in which the majority of its board members are family shareholders;

(ii) Non-consolidated companies in which the majority of capital shares or company shares and voting rights are held or exercised directly or indirectly by family shareholders;

(ii) Heirs of family shareholders or other legal successors to family shareholders, where the majority of capital shares or company shares and voting rights are held or exercised directly or indirectly by family shareholders.

"Control" denotes the holding of more than 50% of the voting rights in the personally liable partner from shares that belong directly or indirectly to the acquiring party. Voting rights of shareholders of the personally liable partner and of direct or indirect partners of these shareholders with whom the acquiring party coordinates exercise of its voting rights in the Annual Shareholders' Meeting of the personal liable partner pursuant to a contractual agreement shall be attributed to the acquiring party.

If the acquiring party pays a control premium for acquisition of control, the (minimum) consideration per share computed in accordance with the provisions of the German Securities Acquisition and Takeover Act (WpÜG) shall be increased by an amount corresponding to the quotient of the control premium and the number of limited partner's shares not held by the Company.

The control premium is the difference between

(i) the value of the total consideration agreed as part of the legal transaction by which the acquiring party gains control, including all incidental transactions connected to acquisition of control (in particular the simultaneous acquisition of shares in the personally liable partner and of limited partner's shares in the Company), and

(ii) the sum total of:

– if the acquiring party acquires shares in the personally liable partner as part of acquisition of control, the share in the equity reported in the balance sheet of the personally liable partner and attributable to these shares, as specified in the last annual financial statements of the personally liable partner published before the controlling influence was acquired, and

– if the party acquiring the controlling influence as part of the acquisition of controlling influence (also) acquires limited partner's shares in the Company, the product resulting from multiplication (x) of the number of limited partner's shares acquired in the Company by (y) the minimum price for the takeover or mandatory offer computed in accordance with the provisions of the German Securities Acquisition and Takeover Act (WpÜG).

If the difference is negative, the control premium shall be zero euros.

Any statutory obligation of the party acquiring the limited partner's shares in the Company and the shares of the personally liable partner to submit a takeover or mandatory offer to the limited partners of the Company shall remain unaffected.

6.5 The personally liable partner shall also leave the Company by means of termination. Notice of termination shall be given to all the limited partners at the Annual Shareholders' Meeting. Outside of the Annual Shareholders' Meeting, notice of termination shall be given to the Chairperson of the Supervisory Board or his/her deputy. The notice of termination shall be at least six months before the end of and effective the end of a fiscal year.

6.6 The other statutory grounds for the personally liable partner leaving the Company shall remain unaffected.

6.7 If the personally liable partner leaves the Company or it is foreseeable that the personally liable partner will leave the Company, the Supervisory Board shall be authorized and obliged to admit a stock corporation whose entire shares are held by the Company as a new personally liable partner into the Company without undue delay or at the time the personally liable partner leaves. If the personally liable partner leaves the Company without such a new personally liable partner having been admitted at the same time, the Company shall be continued by the shareholders of the Company for a transitional period. In such a case, the Supervisory Board shall appoint, without undue delay, an emergency representative who shall represent the Company until a new personally liable partner is admitted in accordance with Sentence 1 of this Section 6.7, in particular if this personally liable partner is acquired or established. The Supervisory Board shall be authorized to amend the wording of the Articles of Association to reflect the change in personally liable partner.

6.8 If the Company is continued in accordance with Section 6.7 or if all the shares in the personally liable partner are held directly or indirectly by the Company, an extraordinary Shareholders' Meeting or the next Annual Shareholders' Meeting shall decide on the change in the Company's legal form to an SE or stock corporation. The simple majority of votes cast shall be sufficient for the resolution on this change of form to be adopted. The personally liable partner shall be obliged to consent to such a resolution on change of form adopted by the Shareholders' Meeting.

Section 7

7.1 The Company shall be represented by the personally liable partner. The Supervisory Board shall represent the Company vis-à-vis the personally liable partner.

7.2 The personally liable partner shall be responsible for managing the Company's business. The management authority of the personally liable partner shall also include extraordinary management measures. The shareholders shall not have a right to demand that they approve extraordinary management measures in the Shareholders' Meeting. Section 164 second half of Sentence 1 of the German Commercial Code (HGB) and Section 111 (4) Sentence 2 of the German Stock Corporation Act (AktG) shall not apply to management of the Company's business.

7.3 In exchange for assuming management of the Company and liability, the personally liable partner shall receive annual compensation of €30,000.00 from the Company, regardless of whether the latter makes a profit or loss.

7.4 The personally liable partner shall be compensated for all expenses it incurs in connection with management of the Company's business, including the compensation for the members of the Company's management and supervisory bodies. The personally liable partner shall bill its expenses every quarter; it can demand an advance.

7.5 The personally liable partner shall not be authorized outside its tasks at the Company to transact business for its own account or for the account of a third party.

Supervisory Board

Section 8

8.1 The Supervisory Board shall consist of six members, unless statutory regulations stipulate that a different number of members is mandatory.

8.2 Four members shall be elected by the Annual Shareholders' Meeting and two members shall be elected by the employees, unless the law stipulates otherwise.

8.3 Members of the Supervisory Board shall be appointed for the period of time up to the end of the Annual Shareholders' Meeting that ratifies their acts for the fourth fiscal year as of the start of their term of office, not including the fiscal year in which their term of office commences. The Annual Shareholders' Meeting can define a shorter term of office as part of the election. Supervisory Board members may be reelected.

8.4 Persons elected to fill the seat of members who have retired prior to the end of their term of office shall be appointed for the remainder of the term of office of the member who has retired prematurely, unless a different term of office is defined in the by-election in accordance with Subsection 8.3 Sentence 1.

8.5 A substitute member can be appointed at the same time as a Supervisory Board member is appointed and shall become a member of the Supervisory Board if the Supervisory Board member in question ceases his or her activity prior to the end of his or her term of office. The office of a substitute member shall end no later than when the term of office of the Supervisory Board member who ceases his or her activity ends.

8.6 A member of the Supervisory Board may resign from office at any time, even without an important reason.

Section 9

9.1 The Supervisory Board shall elect a Chairperson and one or more Deputy Chairperson(s) for the duration of its term of office without undue delay after it has been appointed. If more than one Deputy Chairperson has been elected, the Supervisory Board shall decide who stands in for the Chairperson if the latter is prevented from discharging his or her duties. When standing in for the Chairperson, the Deputy Chairperson shall have the Chairperson's rights and obligations.

9.2 The Supervisory Board can appoint committees from its ranks and delegate certain tasks to them, unless such delegation is not permitted under the law.

Section 10

10.1 The Chairperson and, if he or she is prevented from discharging his or her duties, the Deputy Chairperson can convene a meeting of the Supervisory Board at any time.

10.2 Any member of the Supervisory Board or the personally liable partner can demand that a meeting of the Supervisory Board be convened immediately, stating the purpose and reasons for doing so. The meeting must be held within two weeks of its being convened.

Section 11

11.1 Resolutions shall be adopted by the Supervisory Board at meetings chaired by the Chairperson or, if he or she is prevented from discharging his or her duties, the Deputy Chairperson. The resolutions must be recorded in minutes. The minutes must be

signed by the Chairperson or, if he or she is prevented from discharging his or her duties, the Deputy Chairperson.

11.2 The Chairperson of the Supervisory Board or, if he or she is prevented from discharging his or her duties, the Deputy Chairperson may, at his or her discretion, adopt a resolution without holding a meeting by written or oral vote, by voting by fax, e-mail, telephone or electronic means of communication or a combination of the said means of communication, unless a member objects to this procedure within a reasonable period of time set by the Chairperson or, if applicable, the Deputy Chairperson. Minutes on the resolutions adopted in this manner shall be drawn up at the next meeting.

11.3 The Supervisory Board shall adopt resolutions by a simple majority of the votes. If there is a tied vote, the Chairperson shall cast the deciding vote. If the Chairperson is prevented from discharging his or her duties, the Deputy Chairperson shall also be entitled to cast the deciding vote.

Section 12

12.1 The members of the Supervisory Board shall receive a fixed annual payment of €60,000 for their work. The Chairperson shall receive three times and the Deputy Chairperson one-and-a-half times said amount. Members of the Supervisory Board shall receive separate payment for their work on committees; the Chairperson of the Supervisory Board shall not receive additional compensation for his or her work on committees.

12.2 Members of the Supervisory Board who are members of a committee shall receive an additional payment of €10,000 therefor. The Chairperson of a committee shall receive two times said amount. The additional compensation for members of the Audit Committee shall be €20,000. The Chairperson of the Audit Committee shall receive three times said amount. Additional compensation shall be owed only for participation in one committee, namely at the amount that is the highest to which the member in question is entitled for his or her work on a committee.

12.3 If a person is a member of the Supervisory Board or a committee or holds the office of Chairperson or Deputy Chairperson of the Supervisory Board or Chairperson of a committee for only part of the fiscal year or if a fiscal year is shorter than the calendar year, the payment defined in 12.1 and 12.2 shall be granted only on a pro rata temporis basis.

12.4 The compensation shall be due and payable at the end of the fiscal year.

12.5 Members of the Supervisory Board shall also receive reimbursement of their expenses and the value-added tax due on their payment and on their expenses.

12.6 The Company shall be authorized to take out a D&O insurance policy and a legal expenses insurance policy for the members of the Supervisory Board to a reasonable scope, at market conditions and at the cost of the Company.

Annual Shareholders' Meeting

Section 13

13.1 An Annual Shareholders' Meeting shall be held in the first half of the fiscal year and shall be convened by the personally liable partner or Supervisory Board or the other persons authorized to do so under the law or the Articles of Association, stating the venue, time and agenda. It shall be convened by public notice.

13.2 The Annual Shareholders' Meeting of the Company shall be held at the Company's registered offices or in a German city with more than 100,000 inhabitants.

13.3 The period of notice for convening the Annual Shareholders' Meeting shall be as defined by the statutory regulations.

Section 14

Extraordinary Shareholders' Meetings shall be convened in the same way.

Section 15

15.1 Shareholders shall be eligible to participate in and exercise their voting rights at the Annual Shareholders' Meeting only if they register with the Company before the Annual Shareholders' Meeting and have submitted proof of their authorization to participate in the Annual Shareholders' Meeting and exercise their voting rights. Registration and the written proof of the shareholder's ownership of the shares must be received by the Company at the applicable address specified when notice is given of the Annual Shareholders' Meeting, in each case at least five days before the Annual Shareholders' Meeting. This period shall not include the day of the Annual Shareholders' Meeting and the day of receipt.

15.2 Proof of authorization to take part in the Annual Shareholders' Meeting and to exercise voting rights must be furnished by proof of the shareholder's ownership of the shares created in text form by the custodial institute. This proof must be furnished in German or English. This proof must relate to the beginning of the twenty-first day before the Annual Shareholders' Meeting.

15.3 In addition, the notice convening the Annual Shareholders' Meeting shall state the conditions under which shareholders are permitted to take part in it.

Section 16

Each share grants the holder the right to cast one vote at the Annual Shareholders' Meeting.

Section 17

The Shareholders' Meetings shall be chaired by the Chairperson of the Supervisory Board or the Deputy Chairperson or a member of the Supervisory Board tasked with standing in for him or her. The Chairperson shall preside over the discussions and shall determine the sequence of the items to be discussed. The Chairperson may restrict the time allotted to shareholders to speak and ask questions to a reasonable extent.

Section 18

18.1 Unless obligatory statutory regulations or the Articles of Association otherwise compel, resolutions shall be adopted by the Annual Shareholders' Meeting by a simple majority of the votes cast and, if the law also stipulates a majority of the capital in addition to the majority of votes, with the simple majority of the capital stock represented in adoption of the resolution.

18.2 The Chairperson shall define the nature and sequence of the vote.

Fiscal year, annual financial statements, distribution of profits and reserves

Section 19

The fiscal year shall commence on July 1 of a year and end on June 30 of the next year.

Section 20

20.1 The annual financial statements shall be approved by the Annual Shareholders' Meeting with the consent of the personally liable partner.

20.2 When the annual financial statements are prepared, the personally liable partner can, subject to the statutory regulations, allocate more than half of the net income for the year to other revenue reserves, as long as the other revenue reserves do not exceed half of the capital stock or would not exceed it after being allocated.

20.3 Shareholders' share in the profits shall be based on their share of the capital stock. In the event of a capital increase, the entitlement of new shares to profits may also be defined in a manner differing from Section 60 (2) of the German Stock Corporation Act (AktG).

Section 21

21.1 A legal reserve amounting to one quarter of the capital stock shall be set up. One-twentieth of the net income for the year, less any losses carried forward from the previous year, shall be allocated to it until the legal reserve and the capital reserves in accordance with Section 272 (2) Nos. 1 to 3 of the German Commercial Code (HGB) together reach a quarter of the capital stock.

21.2 In addition, Section 150 of the German Stock Corporation Act (AktG) shall apply.

Section 22

The Supervisory Board shall be authorized to decide to make amendments to the Articles of Association that only affect the wording.

Cost of conversion

Section 23

23.1 The Company shall bear the costs related to conversion of KWS SAAT AG into an SE up to a total amount of €2,000,000.00, in particular court and notary fees, the costs of the employee involvement procedure and of the Special Negotiating Body, the costs of auditing the conversion, the costs of publication, and legal and consulting fees.

23.2 The Company shall bear the costs related to conversion of KWS SAAT SE into KWS SAAT SE & Co. KGaA up to a total amount of €2,000,000.00, in particular court and notary fees, the costs of publication, and legal and consulting fees.

Severability clause

Section 24

If one or more provisions of these Articles of Association are or become void or invalid in full or in part, the other provisions of the Articles of Association shall not be affected thereby.