



## EnBW Energie Baden-Württemberg AG

(Karlsruhe, Federal Republic of Germany)

### EUR 500,000,000 Subordinated Resettable Fixed Rate Notes due 2080

ISIN XS2196328608, Common Code 219632860, WKN A289QA

Issue price: 99.300 per cent.

EnBW Energie Baden-Württemberg AG, Durlacher Allee 93, 76131 Karlsruhe, Federal Republic of Germany (the "**Issuer**" or "**EnBW AG**") and together with its consolidated subsidiaries, "**EnBW**", the "**EnBW Group**" or the "**Group**") will issue on 29 June 2020 (the "**Issue Date**") EUR 500,000,000 Subordinated Resettable Fixed Rate Notes due 29 June 2080 (the "**Notes**") in the denomination of EUR 100,000 each. The Notes will be governed by the laws of the Federal Republic of Germany ("**Germany**").

The Notes will bear interest from and including 29 June 2020 (the "**Interest Commencement Date**") to but excluding 29 June 2026 (the "**First Reset Date**") at a rate of 1.875 per cent. *per annum*. Thereafter, unless previously redeemed, the Notes will bear interest from and including the First Reset Date to but excluding 29 June 2031 (the "**First Modified Reset Date**") at a rate *per annum* equal to the Reference Rate for the relevant Reset Period (each as defined in § 3(2) of the terms and conditions of the Notes (the "**Terms and Conditions**")) plus a margin of 232.4 basis points *per annum* (not including a step-up). Thereafter, unless previously redeemed, the Notes will bear interest from and including the First Modified Reset Date to but excluding 29 June 2046 (the "**Second Modified Reset Date**") at a rate *per annum* equal to the Reference Rate for the relevant Reset Period plus a margin of 257.4 basis points *per annum* (including a step-up of 25 basis points). Thereafter, unless previously redeemed, the Notes will bear interest from and including the Second Modified Reset Date to but excluding 29 June 2080 (the "**Maturity Date**") at a rate *per annum* equal to the Reference Rate for the relevant Reset Period plus a margin of 332.4 basis points *per annum* (including a step-up of 100 basis points).

Interest on the Notes will be payable annually in arrear on 29 June of each year, commencing on 29 June 2021.

The Issuer is entitled to defer interest payments under the Notes under certain circumstances (as set out in § 4(1) of the Terms and Conditions) (such payments the "**Deferred Interest Payments**"). Such Deferred Interest Payments will not bear interest. The Issuer may pay such Deferred Interest Payments (in whole or in part) at any time upon due notice (as set out in § 4(2) of the Terms and Conditions) and will be required to pay such Deferred Interest Payments (in whole, but not in part) under certain other circumstances (as set out in § 4(3) of the Terms and Conditions).

Unless previously redeemed or repurchased and cancelled, the Notes will be redeemed at par on the Maturity Date.

The Notes will initially be represented by a Temporary Global Note, without interest coupons, which will be exchangeable in whole or in part for a Permanent Global Note without interest coupons, not earlier than 40 days after the Interest Commencement Date, upon certification as to non-U.S. beneficial ownership.

This prospectus (the "**Prospectus**") constitutes a prospectus within the meaning of Article 6.3 of Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended, the "**Prospectus Regulation**"). This Prospectus, together with all documents incorporated by reference, will be published in electronic form on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier*, Luxembourg ("**CSSF**") in its capacity as competent authority under the Prospectus Regulation. The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should neither be considered as an endorsement of the Issuer that is subject of this Prospectus nor of the quality of the securities that are the subject of this Prospectus. The CSSF gives no undertaking as to the economic and financial soundness of the transaction or the quality or solvency of the Issuer. Investors should make their own assessment as to the suitability of investing in the Notes.

This Prospectus will be valid until 25 June 2021 and may in this period be used for admission of the Notes to trading on a regulated market. In case of a significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which may affect the assessment of the Notes, the Issuer will prepare and publish a supplement to the Prospectus without undue delay in accordance with Article 23 of the Prospectus Regulation. The obligation of the Issuer to supplement this Prospectus will cease to apply once the Notes have been admitted to trading on a regulated market and at the latest upon expiry of the validity period of this Prospectus.

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to buy, the Notes in any jurisdiction where such offer or solicitation is unlawful.

**The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") and subject to certain exceptions, the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons.**

Application has been made to the Luxembourg Stock Exchange for the Notes to be listed on the official list of the Luxembourg Stock Exchange (the "**Official List**") and to be admitted to trading on the Luxembourg Stock Exchange's regulated market. The regulated market of the Luxembourg Stock Exchange is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (as amended, "**MiFID II**").

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or the UK may be unlawful under the PRIIPs Regulation.

Following the First Reset Date, interest amounts payable under the Notes are calculated by reference to the annual swap rate for swap transactions denominated in Euro with a term of 5 years, which appears on the Reuters Screen Page ICESWAP2/EURFIXA and which is provided by ICE Benchmark Administration Limited ("**IBA**"). As at the date of this Prospectus, IBA appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the "**Benchmark Regulation**").

Prospective purchasers of the Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risks and that they consider the suitability of the Notes as an investment in light of their own circumstances and financial condition. Investing in the Notes involves certain risks. Please review the section entitled "*Risk Factors*" beginning on page 7 of this Prospectus.

*Joint Global Coordinators and Joint Structuring Advisors*

**NatWest Markets**

**Société Générale  
Corporate & Investment Banking**

*Joint Lead Managers*

**BBVA**

**Morgan Stanley**

**NatWest Markets**

**SEB**

**Société Générale  
Corporate & Investment Banking**

**UniCredit Bank**

## RESPONSIBILITY STATEMENT

The Issuer with its registered office in Karlsruhe, Germany, accepts responsibility for the information contained in this Prospectus and hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information.

The Issuer further confirms that (i) this Prospectus contains all information with respect to the Issuer and its subsidiaries taken as a whole (the "**EnBW Group**", "**EnBW**" or the "**Group**") and to the Notes which is material in the context of the issue and offering of the Notes, including all information which, according to the particular nature of the Issuer and of the Notes is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and the Group and of the rights attached to the Notes; (ii) the statements contained in this Prospectus relating to the Issuer, the Group and the Notes are in every material particular true and accurate and not misleading; (iii) there are no other facts in relation to the Issuer, the Group or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in this Prospectus misleading in any material respect; and (iv) reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements.

## NOTICE

No person is authorised to give any information or to make any representation other than those contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer or the Joint Lead Managers (as defined in the section "*Subscription and Sale of the Notes*").

This Prospectus should be read and understood in conjunction with any supplement hereto and with any documents incorporated herein or therein by reference.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. This Prospectus does not constitute an offer of Notes or an invitation by or on behalf of the Issuer or the Joint Lead Managers to purchase any Notes. Neither this Prospectus nor any other information supplied in connection with the Notes should be considered as a recommendation by the Issuer or the Joint Lead Managers to a recipient hereof and thereof that such recipient should purchase any Notes.

This Prospectus reflects the status as of its date. The offering, sale and delivery of the Notes and the distribution of this Prospectus may not be taken as an implication that the information contained herein is accurate and complete subsequent to the date hereof or that there has been no adverse change in the financial condition of the Issuer since the date hereof.

To the extent permitted by the laws of any relevant jurisdiction, neither any Joint Lead Manager nor any of its respective affiliates nor any other person mentioned in this Prospectus, except for the Issuer, accepts responsibility for the accuracy and completeness of the information contained in this Prospectus or any document incorporated by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accept any responsibility for the accuracy and completeness of the information contained in any of these documents. The Joint Lead Managers have not independently verified any such information and accept no responsibility for the accuracy thereof.

This Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The distribution of this Prospectus and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restrictions. For a description of the restrictions applicable in the EEA, the United States of America and the UK, see "*Subscription and Sale of the Notes – Selling Restrictions*".

For the avoidance of doubt the content of any website referred to in this Prospectus does not form part of this Prospectus and the information on such websites has not been scrutinised or approved by the CSSF as competent authority under the Prospectus Regulation.

The language of this Prospectus is English. In respect of the Terms and Conditions German is the controlling and legally binding language.

In this Prospectus all references to "€", "EUR" or "Euro" are to the currency introduced at the start of the third stage of the European Economic and Monetary Union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the Euro, as amended.

#### **MIFID II PRODUCT GOVERNANCE / TARGET MARKET: PROFESSIONAL INVESTORS AND ECPS ONLY**

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

#### **PRIIPS REGULATION / PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS**

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA or the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by the PRIIPs Regulation for offering or selling the Notes or otherwise making them available to retail investors in the EEA or the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or the UK may be unlawful under the PRIIPs Regulation.

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Notes (or any beneficial interests therein) from the Issuer and/or the Joint Lead Managers the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

#### **BENCHMARK REGULATION: STATEMENT ON REGISTRATION OF BENCHMARK ADMINISTRATOR**

Following the First Reset Date, interest amounts payable under the Notes are to be calculated by reference to the annual swap rate for swap transactions denominated in Euro with a term of 5 years, which appears on the Reuters Screen Page ICESWAP2/EURFIXA and which is provided by IBA. As at the date of this Prospectus, IBA appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation.

#### **NOTICE TO PROSPECTIVE INVESTORS IN SINGAPORE**

Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

For a further description of certain restrictions on offerings and sales of the Notes see "*Subscription and Sale – Selling Restrictions*".

## STABILISATION

IN CONNECTION WITH THE ISSUE OF THE NOTES, SOCIÉTÉ GÉNÉRALE (THE "STABILISING MANAGER") (OR ANY PERSON ACTING ON BEHALF OF ANY STABILISING MANAGER) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, STABILISATION MAY NOT NECESSARILY OCCUR. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NOTES IS MADE AND, IF BEGUN, MAY CEASE AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILISING MANAGER (OR ANY PERSON ACTING ON BEHALF OF THE STABILISING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

## FINANCIAL DATA

Where financial data in tables in this Prospectus is labelled "audited", this means that it has been taken from the Issuer's audited consolidated financial statements as of and for the year ended 31 December 2019. The label "unaudited" is used in tables in this Prospectus to indicate financial data that has not been taken from the the Issuer's audited consolidated financial statements as of and for the year ended 31 December 2019, but was taken from the Issuer's internal reporting system, or has been calculated based on financial data from the above-mentioned sources.

## ALTERNATIVE PERFORMANCE MEASURES

Certain terms used in this Prospectus and financial measures presented in the documents incorporated by reference are not recognised financial measures under International Financial Reporting Standards as adopted by the European Union ("**IFRS**") ("**Alternative Performance Measures**") and may therefore not be considered as an alternative to the financial measures defined in the accounting standards in accordance with generally accepted accounting principles. The Issuer has provided these Alternative Performance Measures because it believes they provide investors with additional information to assess the operating performance and financial standing of EnBW's business activities. The definition of the Alternative Performance Measures may vary from the definition of identically named alternative performance measures used by other companies. The Alternative Performance Measures for EnBW presented by the Issuer should not be considered as an alternative to measures of operating performance or financial standing derived in accordance with IFRS. These Alternative Performance Measures have limitations as analytical tools and should not be considered in isolation or as substitutes for the analysis of the consolidated results or liabilities as reported under IFRS.

For further information, please refer to "*General Information on the Issuer and the Group – Alternative Performance Measures*".

## FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. They are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements are identified by the use of terms and phrases such as "anticipate", "believe", "could", "estimate", "expect", "intend", "may", "plan", "predict", "project", "will" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Prospectus containing information on future earning capacity, plans and expectations regarding Group's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including Group's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements.

The Group's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the section "*General Information on the Issuer and the Group*" of this Prospectus. This section includes more detailed descriptions of factors that might have an impact on the Group's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur. In addition, neither the Issuer nor the Joint Lead Managers assume any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

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## RISK FACTORS

*Before deciding to purchase the Notes, investors should carefully review and consider the following risk factors and the other information contained in this Prospectus. Should one or more of the risks described below materialise, this may have a material adverse effect on the business, prospects, shareholders' equity, assets, financial position and results of operations (Vermögens-, Finanz- und Ertragslage) or general affairs of the Issuer or the Group. Moreover, if any of these risks occur, the market value of the Notes and the likelihood that the Issuer will be in a position to fulfil its payment obligations under the Notes may decrease, in which case the holders of the Notes could lose all or part of their investments. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes for other unknown reasons than those described below. Additional risks of which EnBW Group is not presently aware could also affect the business operations of EnBW Group and have a material adverse effect on EnBW Group's business activities and financial condition and results of operations. Prospective investors should read the detailed information set out elsewhere in this Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.*

*Words and expressions defined in the Terms and Conditions shall have the same meanings in this section.*

*Potential investors should, among other things, consider the following:*

### **Risks relating to the Issuer and EnBW Group**

The risk factors in this section are categorized as follows:

- Financial Risks
- Market Risks
- Operational Risks
- Regulatory / Political Risks
- Environmental / Social / Governance Risks

#### ***Financial Risks***

##### *Risk related to Market Prices of Financial Investments*

The financial investments used to cover EnBW's pension and nuclear obligations are subject to risks due to price changes and other valuation changes as a result of a volatile financial market environment. A high portion of the assets are measured at fair value through profit or loss in accordance with IFRS 9. Fluctuations in the value of these securities are recognized in profit or loss. Through corresponding effects, this could have a negative impact on net debt.

##### *Risk related to Changes in Interest Rates*

Key factors influencing the present value of nuclear power and pension provisions are interest and inflation rates.

Discount rate applied to pension provisions: There is a general risk due to any change in the discount rate applied to the pension provisions because the present value of the pension provisions falls when the discount rate increases and increases when the discount rate falls. At the end of the 2019 financial year, the discount rate decreased from the previous year to 1.1 % from 1.8 %.

The occurrence of such risks could have material adverse effects on the ratings of EnBW. There is a risk that the rating agencies will downgrade the credit rating of EnBW due to the aforementioned negative impact on the financial position.



In the case of a downgraded rating and a deterioration in capital market conditions, it is possible that this will result in increased refinancing costs and additional liquidity requirements.

#### *Liquidity Risk*

Risks arise from the process of ensuring adequate liquidity to meet EnBW Group's financial obligations in due time. EnBW Group is dependent upon adequate available lines of credit at banks, capital market access as well as free cash and cash equivalents in order to meet its financial obligations. Margin regulations for stock market transactions and bilateral margin agreements for the balancing of daily market price movements, may lead to short-term cash outflows as a result of unfavourable market developments.

Due to unforeseeable payments, especially margin payments, payments in connection with section 5 of the German Renewable Energies Ordinance (*Verordnung zur Durchführung des Erneuerbare-Energien-Gesetzes und des Windenergie-auf-See-Gesetzes (Erneuerbare-Energien-Verordnung)*) of TransnetBW GmbH, unused project funds or tax issues, as well as exogenous shocks, such as financial market crashes, EnBW Group's liquidity planning is subject to uncertainty that could lead to deviations from the planned payments. These effects could have a negative impact on net debt.

The occurrence of such risks could have adverse effects on the ratings of EnBW. There is a risk that the rating agencies will downgrade the credit rating of EnBW due to the aforementioned negative impact on the financial position. In the case of a downgraded rating and a deterioration in capital market conditions, it is possible that this will result in increased refinancing costs and additional liquidity requirements.

#### *Hedging Risk*

When selling generated electricity volumes, EnBW is exposed to the risk of falling electricity prices and the risk of unexpected development of fuel prices in relation to electricity prices. The hedging instruments utilised in 2019 were forwards, futures and swaps. The EnBW Group has exposure to foreign exchange risks from procurement and the hedging of prices for its fuel requirements, as well as from gas and oil trading business. This could have a negative impact on the adjusted EBITDA in the medium term.

#### **Market Risks**

##### *Competition Risk in the Energy Markets*

There is a risk that the continued tense competitive situation for all EnBW brands in the electricity, gas and energy solutions business could have a negative effect on the customer base, sales volumes and price levels. The willingness of customers to switch suppliers and the pressure on prices remain high. The development and expansion of system solutions tailored to the various customer segments alongside the traditional supply of electricity and gas in the areas of energy technology in the home, e.g. with products such as photovoltaic storage systems, the area of corporate energy efficiency, electromobility and telecommunications could result in a negative effect on earnings.

##### *Risks arising from economic development*

Forecasts of future economic development and the related demand for energy are essential components of EnBW's projection of unit sales of electricity and gas. Any significant negative deviation between actual and projected economic development exposes EnBW to numerous risks. A decline in industrial production may result in lower demand for electricity and gas and thus lower levels of demand from EnBW customers. A decline in sales volume also results in reduced transmissions via EnBW's grids and a decline in network revenues. Additionally, quantities already purchased will have to be resold and, depending on the then prevailing price levels, may have to be resold below procurement prices. Risks for EnBW could also arise from an unforeseen strengthening of the economy, as this could mean that additional primary energy sources and electricity must be procured at prices above the sales price contracted with customers. In case of a growing number of company insolvencies and companies experiencing financial difficulties, EnBW may face difficulties to recover customer claims and distressed debts may increase.

Pandemics, epidemics, outbreaks of infectious diseases or any other serious public health concerns, such as the outbreak of SARS-CoV-2 first identified in December 2019 and its associated disease ("Covid-19"), together with any measures aimed at mitigating a further expansion thereof, such as restrictions on travel, imposition of quarantines, prolonged closures of workplaces, or curfews or other social distancing measures, are likely to have a material adverse effect on the global economy and international financial markets in general and on the markets and segments in which EnBW Group operates. The implications of such outbreaks depend on a number of factors, such as the duration and spread of the respective outbreak as well as the timing, suitability and effectiveness of measures imposed by authorities, the availability of resources, including human, material, infrastructure and financial (e.g., governmental stimulus packages and/or measures introduced by central banks) required to implement effective responses to the respective situation at the international, national and regional level as well as the level of civil compliance with such measures. There is no guarantee that such measures, or a combination thereof, are effective means to combat such an outbreak and the implications resulting therefrom, which may result in an increase of credit risk, liquidity risk and operational risk for EnBW and the EnBW Group and, ultimately, may adversely affect EnBW's and the EnBW Group's results of operations and prospects.

The realisation of any of these risks could have material adverse effects on the net assets, financial position and results of operations of the EnBW Group and the relevant Issuer's ability to fulfil its obligations under the Notes.

#### *Power and Fuel Price Risk*

EnBW Group both operates power plants for the generation of electricity (upstream business) and supplies customers (downstream business) with electricity. The electricity generated is sold to the wholesale market and electricity for the supply of retail customers is purchased from the wholesale market. Fuels for the generation (including hard coal and gas) are purchased as well in the wholesale market. Additionally, the Group entered into long term supply contracts and may take positions (long and/or short) for the respective commodities in the market. These decisions are partly based on forecasts of future developments and the related demand for energy.

A significant deviation of any, or a combination of the assumptions from the Group's projections, may have a significant effect on earnings, net assets and might lead to an increase in net debt of the EnBW Group. Hence there is a risk that the rating agencies will downgrade the credit rating of EnBW due to the aforementioned negative impact on the financial position. In the case of a downgraded rating and a deterioration in capital market conditions, it is possible that this will result in additional liquidity requirements in the form of increased refinancing costs.

#### **Operational Risks**

##### *Risk related to the Dismantling of Nuclear Power Plants*

The dismantling of nuclear power plants is highly complex.

All of EnBW's nuclear power plants are expected to be dismantled over the coming years. This long-term process involves risks of missed deadlines due to delays in receiving approvals for transport and storage of waste, an increase in the amount of preparation work required for dismantling, developing buffer zones and retrofitting work and bottlenecks in the supply of the necessary resources, as well as risks from delays to dismantling projects due to a change in conditions or planning premises.

The occurrence of one or more of these risks could have negative effects on financial position and results of operations of the EnBW Group and affect the Issuer's ability to fulfil its obligations under the Notes.

##### *Risk related to the Availability of Power Plants*

EnBW Group operates power plants for the generation of electricity. These can be of conventional as well as renewable technology. As the electricity production for a specific time might have already been sold to the market in advance, the plants have to be in operation at these times in order to fulfil the production obligation. The operation of the plants can be constrained or completely stopped. This can be caused by factors which are partially or in full out of the Group's sphere of influence. These include, among others, longer maintenance periods as expected, lack of supplies such as fuel and

weather conditions. Depending on their duration, interruptions to the operation of one or more power plants can lead to significantly lower than expected earnings for the Group.

#### *Risk in connection with Internationalisation*

EnBW is following a strategy of selective internationalisation in the area of renewable energies.

Material adverse changes in the political environment of foreign countries where EnBW is conducting business is the most eminent risk that could have material adverse negative effects on the financial position and results of operations of the EnBW Group and the Issuer's ability to fulfil its obligations under the Notes.

#### *Power plant optimisation*

Following the conclusion of the hedging of generation activities, the Trading business unit will manage the use of the power plants. This is being carried out as part of power plant optimisation on the forward market, through the sale of system services and through placements on the spot and intraday trading platforms. However, regulatory interventions continue to have a strong influence. In particular, fluctuating revenues from system services and volatility on the forward and spot markets could have a negative impact on adjusted EBITDA of the EnBW Group in the medium term.

#### *Fluctuations in wind energy yield*

There is a general risk for wind power plants due to wind fluctuations because the amounts of electricity generated by them are subject to fluctuations in the mean annual wind speed. In order to take these wind fluctuations into account, wind reports are created. This could result in a negative effect over the medium-term on adjusted EBITDA and internal financing capability of the EnBW Group.

#### *Risk in relation to Construction Projects*

The business model of EnBW Group encompasses the implementation of large scale construction projects (e.g. the Suedlink and ULTRANET grid projects or the He Dreiht offshore wind project).

The development and implementation phases of construction projects in the area of generation capacities and grids entail three basic risks:

- Projects are subject to approval by the authorities which may be delayed in some cases and projects may have to be abandoned if approval is not received. In addition, there is a noticeable trend of subsequently challenging the legality of approvals that have already been issued.
- Risks arising from a misinterpretation of customer requirements and framework conditions as well as technological misjudgements.
- The implementation phase of a project generally entails quality, deadline and cost risks.

The occurrence of one or more of these risks could have material adverse effects on the net assets, financial position and results of operations of the EnBW Group and the Issuer's ability to fulfil its obligations under the Notes.

#### *Information and Communication Technology ("ICT") Risk*

The EnBW Group relies on the secure and stable operation of its information and communication technology, as it plays an important role for running its power plants and grids. A high availability of this technology is indispensable. Any material interruptions or unauthorised access from outside may lead to unplanned closures of power plants and grid outages. The occurrence of this risk may have material adverse effects on financial position and results of operations of the EnBW Group and the Issuer's ability to fulfil its obligations under the Notes.

## ***Regulatory / Political Risks***

### *Risk related to Changes in Regulation*

EnBW and its operations are subject to significant regulation and supervision by various regulatory bodies, including German municipal, state, federal and European Union ("EU") authorities. This affects the following segments in the respective areas:

- Incentive regulation (*Anreizregulierung*) regarding the Grids segment, and
- German Renewable Energies Act (*Erneuerbare Energien Gesetz*, ("EEG")) regarding the Generation and Trading segment.

Any material adverse change in the aforementioned regulation may result in increased operational and administrative expenses and thus may adversely affect earnings for the Group, the Group's balance sheet and net debt.

This also applies to the application and interpretation of the aforementioned regulations. In particular, according to the provisions of the EEG, electricity purchases can be exempted from the obligation to pay the EEG levy (*EEG-Umlage*) under certain conditions. EnBW uses these requirements in the form of so-called self-supply models (*Eigenversorgungsmodelle*) and leasing constellations (*Scheibepachtkonstellationen*), for which EnBW currently pays no or a reduced EEG levy. The German Federal Network Agency (*Bundesnetzagentur*) and the responsible transmission system operator indicated that the relevant legal requirements may have to be applied in such a way that EnBW would have to pay the EEG levy of previous years for at least some of the aforementioned constellations. In addition, in the existing planning of the dismantling costs for nuclear power plants, it was assumed that the so-called "self-supply entitlement" can be used for the electricity supplied to the blocks during the post-operation and dismantling stages. Therefore, the costings for the consumption of electricity do not contain any EEG cost allocations. There is a risk that the self-supply entitlement cannot be applied, which will result in increased dismantling costs. This may have material adverse effects on the net assets and may lead to lower earnings.

### *Risk in relation to the Termination of Coal-Fired Power Generation*

The version of the Coal Phase-out Act adopted by the German cabinet and its framework parameters (plans for operators regarding replacement power plants and decommissioning) are open to varying interpretations with respect to the phase-out path. In general, the later decommissioning of brown coal power plants will mean that hard coal power plants are shut down more quickly and thus even new hard coal power plants will be removed from the grid earlier. The German government does not plan to provide compensation for any power plants decommissioned after 2027. There is a risk that EnBW as an operator of hard coal and brown coal power plants will be negatively affected by an earlier than expected exit or lower compensation than the remaining value of the assets. This may have material adverse effects on the net assets and may lead to lower earnings.

## ***Environmental / Social / Governance Risks***

### *Compliance Risk*

The EnBW Group is subject to compliance risks in several forms. The most eminent compliance risk identified relates to potential judicial or regulatory penalties resulting from fraudulent activities.

Materialisation of this risk may result in fines and may have significant strategic implications and damage EnBW's reputation. Hence, the occurrence of this risk could have material adverse effects on the net assets, financial position and results of operations of the EnBW Group and the Issuer's ability to fulfil its obligations under the Notes.

### *Environmental Protection Risk*

The operation of energy generation and transmission systems inherently involves environmental protection risks with potential impacts on air, water and land. EnBW operates its systems in accordance with the safety requirements that it deems sufficient for this purpose. Nonetheless, there may be unforeseen risks such as malfunctions or failures resulting

in environmental damages. These can result in plant shutdowns or closures or grid outages, leading to mitigation costs and potentially harm EnBW's reputation. The occurrence of one or more of these risks may have material adverse effects on financial position and results of operations of the EnBW Group and the Issuer's ability to fulfil its obligations under the Notes.

### **Risks relating to the Notes**

The risk factors in this section are categorized as follows:

- Risk associated with the Characteristics of the Notes
- Risks related to Interest Payments
- Risks associated with the Solvency of the Issuer
- Other Risks related to the Notes

#### ***Risks associated with the Characteristics of the Notes***

##### *Risk related to Subordination*

The obligations of the Issuer under the Notes constitute unsecured obligations of the Issuer ranking *pari passu* among themselves and with any Parity Securities, subordinated to all present and future unsubordinated and subordinated obligations of the Issuer, at least *pari passu* with all other present and future unsecured obligations of the Issuer ranking subordinated to all unsubordinated and subordinated obligations of the Issuer, except for any subordinated obligations required to be preferred by mandatory provisions of law; and senior only to the rights and claims of holders of Junior Securities. In a liquidation, dissolution, insolvency, composition or other proceeding for the avoidance of insolvency of, or against, the Issuer, it is very likely that the holders of the Notes (the "**Holder**s" and each a "**Holder**") may recover proportionately less than the holders of unsubordinated obligations of the Issuer or may recover nothing at all. Holders will have limited ability to influence the outcome of any insolvency proceedings or a restructuring outside insolvency. In particular, in insolvency proceedings over the assets of the Issuer, holders of subordinated debt, such as the Notes, will not have any right to vote in the assembly of creditors (*Gläubigerversammlung*) pursuant to the German Insolvency Code.

Investors should take into consideration that unsubordinated liabilities may also arise out of events that are not reflected on the Issuer's balance sheet, including, without limitation, the issuance of guarantees or other payment undertakings. Claims of beneficiaries under such guarantees or other payment undertakings will, in winding-up or insolvency proceedings of the Issuer, become unsubordinated liabilities and will therefore be paid in full before payments are made to Holders.

In case of insolvency plan proceedings (*Insolvenzplanverfahren*) the Holders generally would have no voting right on the adoption of an insolvency plan presented by the Issuer, the relevant insolvency administrator or custodian (sections 237 and 246 of the German Insolvency Code). In addition, their claims would be waived after the adoption of the insolvency plan, unless the insolvency plan makes an exception to this general rule (section 225 paragraph 1 German Insolvency Code).

##### *Risk related to the Nature of the Notes as Long-Term Securities and potential Early Redemption*

The Issuer will redeem the Notes on 29 June 2080, unless they have been previously redeemed or repurchased and cancelled. While pursuant to the Terms and Conditions the Issuer may call and redeem the Notes early at certain points in time or in certain circumstances, it is under no obligation to redeem the Notes at any time before their Maturity Date.

The Issuer may, at its option, call and redeem the Notes at any time from and including 29 March 2026 to (and including) 29 June 2026 and on any interest payment date thereafter.

In addition, the Issuer may, at its option, call and redeem each the Notes at any time after the occurrence of a Gross-up Event, a Rating Agency Event, an Accounting Event, a Tax Event (all as defined and described in the Terms and

Conditions), or if 75 per cent. or more in principal amount of the Notes initially issued have been redeemed or purchased. In the event that the Issuer exercises the option to call and redeem the Notes, the holders of such Notes might suffer a lower than expected yield and might not be able to reinvest the funds on the same terms.

The redemption at the option of the Issuer may affect the market value of the affected Notes. During any period when the Issuer may, or may be perceived to be able to, elect to call and redeem the Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed. Certain market expectations may exist among investors in the Notes with regard to the Issuer making use of its option to call the Notes for redemption prior to their scheduled maturity. Should the Issuer's actions diverge from such expectations, the market value of the Notes may be adversely affected.

The Holders have no right to require the redemption of the Notes. The Holders should be aware that the Terms and Conditions of the Notes do not contain any event of default provisions.

There is also no guarantee that an active public market in the Notes will develop.

Prospective investors should be aware that they may be required to bear the financial risk of an investment in the Notes for a long period and may not recover their investment before the end of this period.

#### *Risks associated with "Green Bonds"*

Due to the envisaged use of the net proceeds from the issuance of the Notes, the Issuer refers to the Notes as "green bonds". The definition (legal, regulatory or otherwise) of, and market consensus as to what constitutes or may be classified as, a "sustainable", "green" or equivalently-labelled project or a loan that may finance such project, is currently under development.

On 18 December 2019, the Council and the European Parliament reached a political agreement on a regulation to establish a framework to facilitate sustainable development (the "**Taxonomy Regulation**"). On 9 March 2020, the Technical Expert Group on Sustainable Finance published its final report on the EU taxonomy containing recommendations relating to the overarching design of the EU Taxonomy, as well as extensive implementation guidance on how companies and financial institutions can use and disclose against the taxonomy, including in relation to a future European standard for green bonds proposed by the Technical Expert Group on Sustainable Finance in 2019 (the "**EU Green Bond Standard**"). On 15 April 2020, the Council adopted by written procedure its position at first reading with respect to the Taxonomy Regulation. The European Parliament will have to vote on the text pursuant to the "early second reading agreement" procedure. On 12 June 2020, the European Commission launched a public consultation on the creation of the EU Green Bond Standard.

There can be no assurance by the Issuer that the use of proceeds of Notes will satisfy, whether in whole or in part, any future legislative or regulatory requirements, or any present or future investor expectations or requirements with respect to investment criteria or guidelines with which any investor or its investments are required to comply under its own by-laws or other governing rules or investment portfolio mandates.

In the event that the Notes are listed or admitted to trading on the Luxembourg Green Exchange or any other dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements with respect to investment criteria or guidelines with which any investor or its investments are required to comply under its own by-laws or other governing rules or investment portfolio mandates. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer or any other person that any such listing or admission to trading will be obtained in respect of the Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

In connection with the issue of the Notes, the Issuer has appointed ISS ESG to provide a green evaluation (the "**Green Evaluation**") of the Notes. Such Green Evaluation provides an opinion on certain environmental and related considerations on the potential environmental impact of the issue of the Notes.

Such Green Evaluation does not form part of this Prospectus and is only an opinion and not a statement of fact. Holders of Notes will have no recourse against the provider of any Green Evaluation. In addition, it will not constitute an event of default under the terms of the Notes if the Issuer fails to observe the provisions in the Prospectus relating to the envisaged use of proceeds of the Notes or the Issuer's intentions as regards ongoing reporting on environmental impact.

Materialization of any of the risks described above and in particular a negative change to, or a withdrawal of, any Green Evaluation of the Notes, may affect the value of the Notes and may have consequences for certain investors with portfolio mandates to invest in green assets.

### ***Risks related to Interest Payments***

#### *Risk resulting from the Issuer's Right to Defer Interest Payments*

The Issuer may elect in its discretion to defer the payment of interest by giving not less than 10 and not more than 15 Business Days' prior notice to the Holders. Such interest will not be due and payable (*fällig*) on that Interest Payment Date.

Holders will not receive any additional interest or compensation for the optional deferral of payment. In particular, the resulting Deferred Interest Payments will not bear interest. Any failure to pay interest as a result of an optional deferral will not constitute a default of the Issuer or any other breach of obligations under the Notes or for any other purpose. While the deferral of interest payments continues, the Issuer is not prohibited from making payments on any instrument ranking senior to the Notes.

Any deferral of interest payments or the perception that the Issuer will need to exercise its optional deferral right will likely have an adverse effect on the market price of the Notes. In addition, as a result of the interest deferral provision of the Notes, the market price of the Notes may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in the Issuer's financial condition.

#### *Risk related to Fixed Interest Rate Notes*

The Notes bear interest at a fixed rate to but excluding their First Reset Date.

A holder of a fixed interest rate note is exposed to the risk that the price of such note may fall because of changes in the market interest rate. While the nominal interest rate of a fixed interest rate note is fixed during the life of such note or during a certain period of time, the current interest rate on the capital market (market interest rate) typically changes on a daily basis. As the market interest rate changes, the price of such note changes in the opposite direction. If the market interest rate increases, the price of such note typically falls, until the yield of such note is approximately equal to the market interest rate. If the market interest rate falls, the price of a fixed interest rate note typically increases, until the yield of such note is approximately equal to the market interest rate. Holders should be aware that movements of the market interest rate can adversely affect the market price of the Notes and can lead to losses for the Holders if they sell their Notes.

#### *Risk related to the Reset of the Interest Rate linked to the 5-year Mid Swap Rate*

From and including the First Reset Date to but excluding the Maturity Date, the Notes bear interest at a rate which will be determined on each relevant reset date at the 5-year mid swap rate for the relevant Reset Period plus a margin.

Investors should be aware that the performance of the 5-year mid swap rate and the interest income on the Notes cannot be anticipated and neither the current nor the historical level of the 5-year mid swap rate is an indication of the future development of the 5-year mid swap rate. Due to varying interest income, investors are not able to determine a definite yield of the Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. In addition, after interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing.

Furthermore, during each Reset Period, it cannot be ruled out that the price of the Notes may fall as a result of changes in the current interest rate on the capital market (market interest rate), as the market interest rate fluctuates. During each of these periods, the investor is exposed to the risk described in the section "*Risk related to Fixed Interest Rate Notes*".

*Risk related to the Reform of Interest Rate "Benchmarks" and possible Replacement of Benchmarks*

Following their First Reset Date, interest amounts payable under the Notes are calculated by reference to the annual swap rate for swap transactions denominated in Euro with a term of 5 years, which appears on the Reuters Screen Page ICESWAP2/EURFIXA.

This swap-rate, the Euro Interbank Offered Rate ("**EURIBOR**") underlying the floating leg of this swap rate and other interest rates or other types of rates and indices which are deemed "benchmarks" (each a "**Benchmark**" and together, the "**Benchmarks**") have become the subject of regulatory scrutiny and recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such Benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the Notes.

International proposals for reform of Benchmarks include the European Council's regulation (EU) 2016/1011 of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark Regulation**").

The Benchmark Regulation could have a material impact on the Notes, including in any of the following circumstances:

- a rate or index which is a Benchmark may only be used if its administrator obtains authorisation or is registered and in case of an administrator which is based in a non-EU jurisdiction, if the administrator's legal benchmark system is considered equivalent (Article 30 Benchmark Regulation), the administrator is recognised (Article 32 Benchmark Regulation) or the relevant Benchmark is endorsed (Article 33 Benchmark Regulation) (subject to applicable transitional provisions). If this is not the case, Notes linked to such Benchmarks could be impacted; and
- the methodology or other terms of the Benchmark could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could have an impact on the Notes, including determination of the rate by the Issuer, the Calculation Agent or an independent adviser, as the case may be.

In addition to the aforementioned Benchmark Regulation, there are numerous other proposals, initiatives and investigations which may impact Benchmarks.

Following the implementation of any such potential reforms, the manner of administration of Benchmarks may change, with the result that they may perform differently than in the past, or Benchmarks could be eliminated entirely, or there could be other consequences which cannot be predicted.

Any changes to a Benchmark as a result of the Benchmark Regulation or other initiatives, could have a material adverse effect on the costs of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Investors should be aware that any changes to a relevant Benchmark may have a material adverse effect on the value of the Notes.

Under the Terms and Conditions of the Notes, certain benchmark replacement provisions will apply if a Benchmark (or any component part thereof) used as a reference for the calculation of interest amounts payable under the Notes were to be discontinued or otherwise became unavailable.

If a Benchmark (or any component part thereof) used to calculate interest amounts payable under the Notes for any interest period has ceased to be calculated or administered, the Issuer shall endeavour to appoint an Independent Adviser, which must be an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets. Such Independent Adviser will be tasked with determining whether an officially



recognised successor rate to the discontinued Benchmark exists. If that is not the case, the Independent Adviser will attempt to find an alternative rate which, possibly after application of adjustments or spreads, can replace the discontinued Benchmark. Such adjustments or spreads are intended to be applied in order to produce an industry-accepted replacement benchmark rate. However, the relevant adjustments or spreads may not be successful in doing so and the Notes may still perform differently than if the original Benchmark had continued to be used.

If the Independent Adviser determines a successor rate or alternative rate (the "**New Benchmark Rate**"), such rate (after application of adjustments or spreads, if any) will replace the previous Benchmark for purposes of determining the relevant rate of interest. Such determination will be binding for the Issuer, the Calculation Agent, the Paying Agents and the Holders. Any amendments pursuant to these fall-back provisions will apply with effect from the respective effective date specified in the Terms and Conditions of the Notes.

If the Issuer fails to appoint an Independent Adviser or if the adviser fails to determine a New Benchmark Rate following a discontinuation of a relevant Benchmark, the reference rate applicable to the immediately following reset period shall be the original benchmark rate determined on the last preceding interest determination date, provided, however, that, in case of the first reset period, the reference rate shall be the original benchmark rate on the screen page on the last day preceding the interest determination date on which such original benchmark rate was displayed.

The replacement of a Benchmark could have adverse effects on the economic return of the Holder compared to the applicable original benchmark rate.

### ***Risks associated with the Solvency of the Issuer***

#### *Risk of a Partial or Total Failure of the Issuer to make Interest and/or Redemption Payments*

Any person who purchases the Notes is relying on the creditworthiness of the Issuer and has no rights against any other person. Holders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments that the Issuer is obliged to make under the Notes. A materialisation of the credit risk (for example, because of the materialisation of any of the risks regarding the Issuer and/or the Group) may result in partial or total failure of the Issuer to make interest and/or redemption payments under the Notes.

#### *Risk of a potential Decrease in the Market Value of the Notes*

If the likelihood that the Issuer will be in a position to perform all obligations under the Notes in full when they fall due decreases, for example, because of the materialisation of any of the risks regarding the Issuer and/or the Group, the market value of the Notes will suffer. In addition, even if the likelihood that the Issuer will be in position to perform all obligations under the Notes when they fall due actually has not decreased, market participants could nevertheless have a different perception. If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialisation of mentioned risk. Under these circumstances, the market value of the Notes is likely to decrease.

#### *The Rating assigned to the Issuer or the Notes may not reflect all risks and are subject to change at all times.*

The rating assigned to the Issuer or the Notes may not adequately reflect all risks of the investment in Notes. Equally, ratings may be suspended, downgraded or withdrawn. Such suspension, downgrading or withdrawal may have an adverse effect on the market value and trading price of the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this Prospectus, and other factors that may affect the value of the Notes. The relevant rating agency may also change its methodologies for rating securities with features similar to the Notes in the future. If the rating agency were to change its practices for rating such securities in the future and the ratings of the Notes were to be subsequently lowered, this may have a negative impact on the trading price of the Notes. In addition, any change in the "equity credit" assigned to the Notes by a rating agency could result in an early redemption of the Notes by the Issuer (see also "*Risk related to the Nature of the Notes as Long-Term Securities and potential Early Redemption*" above).

### ***Other Risks related to the Notes***

*Risks in connection with the Application of the German Act on Issues of Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen, "SchVG")*

Since the Terms and Conditions of the Notes provide for meetings of noteholders or the taking of votes without a meeting, the Terms and Conditions of the Notes may be amended by majority resolution of the holders of the Notes and a holder is subject to the risk of being outvoted by a majority resolution of the Holders. The rules pertaining to resolutions of noteholders are set out in the SchVG and are largely mandatory. Pursuant to the SchVG the relevant majority for holders' resolutions is generally based on votes cast, rather than on the aggregate principal amount of the Notes outstanding, therefore, any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Notes outstanding. As such majority resolution is binding on all Holders, certain rights of a noteholder against the Issuer under the Terms and Conditions of the Notes may be amended or reduced or even cancelled.

Since the Terms and Conditions of the Notes provide that the Holders are entitled to appoint a Holders' Representative by a majority resolution of such Holders, it is possible that a noteholder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions of the Notes against the Issuer, such right passing to the Holders' Representative who is then exclusively responsible to claim and enforce the rights of all the noteholders of the Notes.

## TERMS AND CONDITIONS OF THE NOTES

### Anleihebedingungen

*Diese Anleihebedingungen sind in deutscher Sprache abgefasst und mit einer Übersetzung in die englische Sprache versehen. Der deutsche Wortlaut ist allein rechtsverbindlich. Die englische Übersetzung dient nur zur Information.*

#### § 1

##### (Verbriefung und Nennbetrag)

- (1) Währung, Nennbetrag und Form.

Die EnBW Energie Baden-Württemberg AG (die "**Emittentin**") begibt auf den Inhaber lautende, nachrangige, resettable, festverzinsliche Schuldverschreibungen (die "**Schuldverschreibungen**") im Nennbetrag von je EUR 100.000 (der "**Nennbetrag**") und im Gesamtnennbetrag von EUR 500.000.000.

- (2) Globalurkunden und Austausch.

Die Schuldverschreibungen werden zunächst in einer vorläufigen Globalinhaberschuldverschreibung (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft und bei einer gemeinsamen Verwahrstelle für Clearstream Banking S.A., Luxemburg und Euroclear Bank SA/NV (beide gemeinsam nachstehend als "**Clearingsystem**" bezeichnet) hinterlegt. Die Vorläufige Globalurkunde wird nicht vor Ablauf von 40 und spätestens nach Ablauf von 180 Tagen nach dem Tag der Begebung der Schuldverschreibungen gegen Vorlage einer Bestätigung über das Nichtbestehen U.S.-amerikanischen wirtschaftlichen Eigentums (*beneficial ownership*) an den Schuldverschreibungen gemäß den Regeln und Betriebsabläufen des Clearingsystems gegen eine endgültige Globalinhaberschuldverschreibung (die "**Dauer-Globalurkunde**" und, gemeinsam mit der Vorläufigen Globalurkunde, jeweils eine "**Globalurkunde**") ohne Zinsscheine ausgetauscht. Zahlungen auf die Vorläufige Globalurkunde erfolgen nur gegen Vorlage einer solchen Bestätigung. Einzelurkunden oder Zinsscheine werden nicht ausgegeben.

- (3) Den Inhabern der Schuldverschreibungen (die "**Anleihegläubiger**") stehen Miteigentumsanteile

### Terms and Conditions

*These Terms and Conditions are written in the German language and provided with an English language translation. The German text will be the only legally binding version. The English language translation is provided for convenience only.*

#### § 1

##### (Form and Denomination)

- (1) Currency, Denomination and Form.

EnBW Energie Baden-Württemberg AG (the "**Issuer**") issues subordinated, resettable, fixed rate bearer notes (the "**Notes**") in a denomination of EUR 100,000 each (the "**Principal Amount**") in the aggregate principal amount of EUR 500,000,000.

- (2) Global Notes and Exchange.

The Notes will initially be represented by a temporary global bearer note (the "**Temporary Global Note**") without coupons which will be deposited with a common depository for Clearstream Banking S.A., Luxembourg and Euroclear Bank SA/NV (together hereinafter referred to as the "**Clearing System**"). The Temporary Global Note will be exchangeable for a permanent global bearer Note (the "**Permanent Global Note**" and, together with the Temporary Global Note, each a "**Global Note**") without coupons not earlier than 40 and not later than 180 days after the date of issue of the Notes upon certification as to non-U.S. beneficial ownership in accordance with the rules and operating procedures of the Clearing System. Payments on the Temporary Global Note will only be made against presentation of such certification. No definitive Notes or interest coupons will be issued.

- (3) The holders of the Notes (the "**Holders**") are entitled to proportional co-ownership interests or rights in the

bzw. Rechte an der Globalurkunde zu, die nach Maßgabe des anwendbaren Rechts und der Regeln und Bestimmungen des Clearingsystems übertragen werden können.

**§ 2  
(Status)**

- (1) Die Verbindlichkeiten der Emittentin aus den Schuldverschreibungen begründen nicht besicherte und nachrangige Verbindlichkeiten der Emittentin, die
- (a) untereinander und mit Gleichrangigen Wertpapieren gleichrangig sind,
  - (b) nachrangig gegenüber allen gegenwärtigen und zukünftigen nicht nachrangigen und nachrangigen Verbindlichkeiten der Emittentin sind,
  - (c) mit allen anderen gegenwärtigen und zukünftigen nicht besicherten Verbindlichkeiten, die nachrangig gegenüber allen nicht nachrangigen und nachrangigen Verbindlichkeiten der Emittentin sind, gleichrangig sind, soweit nicht zwingende gesetzliche Bestimmungen solche anderen nachrangigen Verbindlichkeiten im Rang besserstellen; und
  - (d) im Rang nur den Ansprüchen und Rechten von Inhabern von Nachrangigen Wertpapieren vorgehen.

Im Fall der Auflösung, der Liquidation, der Insolvenz oder eines der Abwendung der Insolvenz der Emittentin dienenden Verfahrens stehen die Verbindlichkeiten der Emittentin aus den Schuldverschreibungen allen nicht nachrangigen und allen nachrangigen Verbindlichkeiten der Emittentin im Rang nach, so dass Zahlungen auf die Schuldverschreibungen erst erfolgen, wenn alle Ansprüche gegen die Emittentin aus Verbindlichkeiten, die den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen nach Maßgabe dieses § 2 oder kraft Gesetzes im Rang vorgehen, vollständig befriedigt sind; erst nach Befriedigung aller der vorgenannten Ansprüche und der Verbindlichkeiten aus den Schuldverschreibungen können die verbleibenden

Global Note, which are transferable in accordance with applicable law and the rules and regulations of the Clearing System.

**§ 2  
(Status)**

- (1) The obligations of the Issuer under the Notes constitute unsecured and subordinated obligations of the Issuer ranking
- (a) *pari passu* among themselves and with any Parity Securities,
  - (b) subordinated to all present and future unsecured and subordinated obligations of the Issuer,
  - (c) *pari passu* with all other present and future unsecured obligations of the Issuer ranking subordinated to all unsecured and subordinated obligations of the Issuer, except for any subordinated obligations required to be preferred by mandatory provisions of law; and
  - (d) senior only to the rights and claims of holders of Junior Securities.

In the event of the dissolution, liquidation, insolvency or any proceeding to avoid insolvency of the Issuer, the obligations of the Issuer under the Notes will be subordinated to all unsecured and all subordinated obligations of the Issuer so that in any such event payments will not be made under the Notes until all claims against the Issuer which pursuant to this § 2 are expressed to, or by operation of law, rank senior to the obligations of the Issuer under the Notes have been satisfied in full; only after all of the aforementioned claims and obligations under the Notes have been satisfied any remaining assets may be distributed to the holders of the Junior Securities of the Issuer.

Vermögenswerte an die Inhaber der Nachrangigen Wertpapiere der Emittentin verteilt werden.

**"Gleichrangiges Wertpapier"** bezeichnet jedes gegenwärtige oder zukünftige Wertpapier, Namenswertpapier oder jedes andere Instrument, das (i) von der Emittentin begeben ist und gleichrangig mit den Schuldverschreibungen ist oder als im Verhältnis zu den Schuldverschreibungen gleichrangig vereinbart ist, einschließlich der Subordinated Resettable Fixed Rate Notes fällig 2076 der Emittentin, ISIN XS1044811591, der Subordinated Resettable Fixed Rate Notes fällig 2077 der Emittentin, ISIN XS1498442521, der Subordinated Resettable Fixed Rate Notes fällig 2077 der Emittentin, ISIN XS1405770907, der Subordinated Resettable Fixed Rate Notes fällig im November 2079, ISIN XS2035564975, und der Subordinated Resettable Fixed Rate Notes fällig im August 2079, ISIN XS2035564629, oder (ii) von einer Tochtergesellschaft begeben und von der Emittentin dergestalt garantiert ist oder für das die Emittentin dergestalt die Haftung übernommen hat, dass die Verpflichtungen der Emittentin aus der maßgeblichen Garantie oder Haftungsübernahme im Verhältnis zu den Verpflichtungen der Emittentin aus den Schuldverschreibungen gleichrangig sind.

**"Nachrangiges Wertpapier"** bezeichnet (i) die Stammaktien der Emittentin, (ii) jede Aktie einer anderen Gattung von Aktien der Emittentin, die mit den Stammaktien der Emittentin gleichrangig ist, (iii) jedes andere Wertpapier, Namenswertpapier oder jedes andere Instrument, das von der Emittentin begeben ist und bei dem die daraus folgenden Verbindlichkeiten der Emittentin mit den unter (i) und (ii) beschriebenen Instrumenten der Emittentin gleichrangig oder als gleichrangig vereinbart sind und (iv) jedes gegenwärtige oder zukünftige Wertpapier, Namenswertpapier oder jedes andere Instrument, das von einer Tochtergesellschaft begeben ist, und das von der Emittentin dergestalt garantiert ist oder für das die Emittentin dergestalt die Haftung übernommen hat, dass die betreffenden Verbindlichkeiten der Emittentin aus der maßgeblichen Garantie oder Haftungsübernahme mit den unter (i), (ii) und (iii) beschriebenen Instrumenten der Emittentin gleichrangig oder als gleichrangig vereinbart sind.

**"Parity Security"** means any present or future security, registered security or other instrument which (i) is issued by the Issuer and ranks or is expressed to rank *pari passu* with the Notes, including the Issuer's Subordinated Resettable Fixed Rate Notes due 2076, ISIN XS1044811591, the Issuer's Subordinated Resettable Fixed Rate Notes due 2077, ISIN XS1498442521, the Issuer's Subordinated Resettable Fixed Rate Notes due 2077, ISIN XS1405770907, Subordinated Resettable Fixed Rate Notes due November 2079, ISIN XS2035564975, and Subordinated Resettable Fixed Rate Notes due August 2079, ISIN XS2035564629, or (ii) is issued by a Subsidiary and guaranteed by the Issuer or for which the Issuer has otherwise assumed liability where the Issuer's obligations under the relevant guarantee or other assumption of liability rank *pari passu* with the Issuer's obligations under the Notes.

**"Junior Security"** means (i) the ordinary shares of the Issuer, (ii) any share of any other class of shares of the Issuer ranking *pari passu* with the ordinary shares of the Issuer, (iii) any other security, registered security or other instrument of the Issuer the Issuer's obligations under which rank or are expressed to rank *pari passu* with the instruments of the Issuer described under (i) and (ii) and (iv) any present or future security, registered security or other instrument which is issued by a Subsidiary and guaranteed by the Issuer or for which the Issuer has otherwise assumed liability where the Issuer's obligations under such guarantee or other assumption of liability rank or are expressed to rank *pari passu* with the instruments of the Issuer described under (i), (ii) and (iii).

"**Tochtergesellschaft**" bezeichnet jede Gesellschaft, Personengesellschaft und jedes sonstige Unternehmen oder jede andere juristische Person an der bzw. dem die Emittentin direkt oder indirekt insgesamt mehr als 50% des Kapitals oder der Stimmrechte hält.

- (2) Die Anleihegläubiger sind nicht berechtigt, Forderungen aus den Schuldverschreibungen gegen etwaige Forderungen der Emittentin gegen sie aufzurechnen, und die Emittentin ist nicht berechtigt, etwaige Forderungen, welche sie gegen einen Anleihegläubiger hat, gegen Forderungen dieses Anleihegläubigers aus den Schuldverschreibungen aufzurechnen.
- (3) Unter Beachtung von § 2(1) bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Schuldverschreibungen auch aus dem sonstigen freien Vermögen zu bedienen.

### § 3 (Zinsen)

- (1) Zinslauf.
- In dem Zeitraum ab dem 29. Juni 2020 (der "**Zinslaufbeginn**") (einschließlich) bis zum Zinslaufende gemäß § 3(3) werden die Schuldverschreibungen bezogen auf den Gesamtnennbetrag in Höhe des Zinssatzes (wie nachstehend definiert) verzinst. Während dieses Zeitraums sind Zinsen jährlich nachträglich am 29. Juni eines jeden Jahres zur Zahlung vorgesehen, erstmals am 29. Juni 2021 und vorbehaltlich einer vorzeitigen Rückzahlung oder eines Rückkaufs und anschließender Entwertung letztmals am Endfälligkeitstermin (jeweils ein "**Zinszahlungstag**"), und werden nach Maßgabe der in § 4(1) dargelegten Bedingungen fällig.
- (2) Zinssatz.
- (a) Der "**Zinssatz**" entspricht
- (i) ab dem Zinslaufbeginn (einschließlich) bis zum 29. Juni 2026 (der "**Erste Reset-Termin**") (ausschließlich) einem Zinssatz in Höhe von jährlich 1,875 %;
- (ii) ab dem Ersten Reset-Termin (einschließlich) bis zum 29. Juni 2031 (der "**Erste Modifizierte Reset-Termin**")

"**Subsidiary**" means any corporation, partnership or other enterprise or other legal entity in which the Issuer directly or indirectly holds in the aggregate more than 50 per cent. of the capital or the voting rights.

- (2) The Holders may not set off any claim arising under the Notes against any claim that the Issuer may have against any of them. The Issuer may not set off any claims it may have against any Holder against any claims of such Holder under the Notes.
- (3) Subject to § 2(1), the Issuer may satisfy its obligations under the Notes also from other distributable assets (*sonstiges freies Vermögen*) of the Issuer.

### § 3 (Interest)

- (1) Interest accrual.
- In the period from and including 29 June 2020 (the "**Interest Commencement Date**") to the cessation of interest accrual in accordance with § 3(3) the Notes bear interest on their aggregate principal amount at the Rate of Interest (as defined below). During such period, interest is scheduled to be paid annually in arrear on 29 June of each year, commencing on 29 June 2021 with the last interest payment scheduled to be paid on the Maturity Date (subject to early redemption or repurchase and cancellation) (each an "**Interest Payment Date**"), and will be due and payable (*fällig*) in accordance with the conditions set out in § 4(1).
- (2) Interest rate.
- (a) The "**Rate of Interest**" will be
- (i) from and including the Interest Commencement Date to but excluding 29 June 2026 (the "**First Reset Date**") a rate of 1.875 per cent. *per annum*;
- (ii) from and including the First Reset Date to but excluding 29 June 2031 (the "**First Modified**")

- (ausschließlich) dem Reset-Zinssatz für den betreffenden Reset-Zeitraum;
- (iii) ab dem Ersten Modifizierten Reset-Termin (einschließlich) bis zum 29. Juni 2046 (der "**Zweite Modifizierte Reset-Termin**") (ausschließlich) dem Ersten Modifizierten Reset-Zinssatz für den betreffenden Reset-Zeitraum; und
- (iv) ab dem Zweiten Modifizierten Reset-Termin (einschließlich) bis zum Endfälligkeitstermin (ausschließlich) dem Zweiten Modifizierten Reset-Zinssatz für den betreffenden Reset-Zeitraum.
- (b) Der "**Reset-Zinssatz**" ist der Referenzsatz für den betreffenden Reset-Zeitraum zuzüglich 232,4 Basispunkte *per annum*, wie von der Berechnungsstelle festgelegt.
- (c) Der "**Erste Modifizierte Reset-Zinssatz**" ist der Referenzsatz für den betreffenden Reset-Zeitraum zuzüglich 257,4 Basispunkte *per annum*, wie von der Berechnungsstelle festgelegt.
- (d) Der "**Zweite Modifizierte Reset-Zinssatz**" ist der Referenzsatz für den betreffenden Reset-Zeitraum zuzüglich 332,4 Basispunkte *per annum*, wie von der Berechnungsstelle festgelegt.
- (e) Die Berechnungsstelle wird den anwendbaren Reset-Zinssatz, den Ersten Modifizierten Reset-Zinssatz und den Zweiten Modifizierten Reset-Zinssatz für die Schuldverschreibungen an dem betreffenden Zinsfeststellungstag bestimmen und veranlassen, dass dieser der Emittentin, der Hauptzahlstelle und jeder Börse, an der die Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, sowie den Anleihegläubigern gemäß § 11(2) unverzüglich, aber keinesfalls später als am achten auf dessen Bestimmung folgenden Geschäftstag mitgeteilt wird.
- "**Geschäftstag**" bezeichnet jeden Tag (außer einem Samstag oder Sonntag), an dem das Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET2) geöffnet ist und das Clearing-System Zahlungen in Euro abwickeln.
- Reset Date**") the Reset Interest Rate for the relevant Reset Period;
- (iii) from and including the First Modified Reset Date to but excluding 29 June 2046 (the "**Second Modified Reset Date**") the First Modified Reset Interest Rate for the relevant Reset Period; and
- (iv) from and including the Second Modified Reset Date to but excluding the Maturity Date the Second Modified Reset Interest Rate for the relevant Reset Period.
- (b) The "**Reset Interest Rate**" will be the Reference Rate for the relevant Reset Period plus 232.4 basis points *per annum*, as determined by the Calculation Agent.
- (c) The "**First Modified Reset Interest Rate**" will be the Reference Rate for the relevant Reset Period plus 257.4 points *per annum*, as determined by the Calculation Agent.
- (d) The "**Second Modified Reset Interest Rate**" will be the Reference Rate for the relevant Reset Period plus 332.4 basis points *per annum*, as determined by the Calculation Agent.
- (e) The Calculation Agent will, on the relevant Interest Determination Date, determine the Reset Interest Rate, the First Modified Reset Interest Rate and the Second Modified Reset Interest Rate, as applicable, and cause the same to be notified to the Issuer, the Principal Paying Agent and, if required by the rules of any stock exchange on which the Notes are then listed, to such stock exchange, and to the Holders in accordance with § 11(2) without undue delay, but, in any case, not later than on the eighth Business Day after its determination.
- "**Business Day**" means any day (other than Saturday or Sunday) on which the Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET2) is open and the Clearing System settle payments in Euro.

- (f) Die Zinsen für einen beliebigen Zeitraum werden auf der Grundlage des Zinstagequotienten berechnet.

"**Zinstagequotient**" bezeichnet bei der Berechnung des Zinsbetrages für einen beliebigen Zeitraum (ab dem ersten Tag dieses Zeitraums (einschließlich) bis zum letzten Tag dieses Zeitraums (ausschließlich)) (der "**Zinsberechnungszeitraum**"):

- (i) wenn der Zinsberechnungszeitraum der Feststellungsperiode entspricht, in die er fällt, oder kürzer als diese ist, die Anzahl von Tagen in dem Zinsberechnungszeitraum dividiert durch die Anzahl von Tagen in der betreffenden Feststellungsperiode; und
- (ii) wenn der Zinsberechnungszeitraum länger als eine Feststellungsperiode ist, die Summe aus
- (A) der Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in der der Zinsberechnungszeitraum beginnt, dividiert durch die Anzahl der Tage in der betreffenden Feststellungsperiode; und
- (B) die Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch die Anzahl der Tage in der betreffenden Feststellungsperiode.

Dabei gilt Folgendes:

"**Feststellungsperiode**" bezeichnet jede Periode ab einem Feststellungstermin (einschließlich), der in ein beliebiges Jahr fällt, bis zum nächsten Feststellungstermin (ausschließlich).

"**Feststellungstermin**" bezeichnet jeden 29. Juni.

- (3) Zinslaufende.

Die Verzinsung der Schuldverschreibungen endet mit Beginn des Tages, an dem ihr Nennbetrag zur Rückzahlung fällig wird. Sollte die Emittentin eine Zahlung von Kapital auf die Schuldverschreibungen bei Fälligkeit nicht leisten, endet die Verzinsung der Schuldverschreibungen mit Beginn des Tages der tatsächlichen Zahlung. Der in einem solchen Fall

- (f) Interest for any period of time will be calculated on the basis of the Day Count Fraction.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last day of such period) (the "**Calculation Period**"):

- (i) if the Calculation Period is equal to or shorter than the Determination Period in which it falls, the number of days in the Calculation Period divided by the number of days in such Determination Period; and
- (ii) if the Calculation Period is longer than one Determination Period, the sum of:
- (A) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the number of days in such Determination Period; and
- (B) the number of days in such Calculation Period falling in the next Determination Period divided by the number of days in such Determination Period.

Where:

"**Determination Period**" means each period from and including a Determination Date in any year to but excluding the next Determination Date.

"**Determination Date**" means each 29 June.

- (3) Cessation of interest accrual.

The Notes will cease to bear interest from the beginning of the day their principal amount is due for repayment. If the Issuer fails to make any payment of principal under the Notes when due, the Notes will cease to bear interest from the beginning of the day on which such payment is made. In such case the



jeweils anzuwendende Zinssatz wird gemäß diesem § 3 bestimmt.

(4) Feststellung des Referenzsatzes.

Die Berechnungsstelle bestimmt an jedem Zinsfeststellungstag den betreffenden Referenzsatz nach Maßgabe dieses § 3(4).

Der "**Referenzsatz**" für einen Reset-Zeitraum wird von der Berechnungsstelle an dem betreffenden Zinsfeststellungstag (wie nachstehend definiert) vor dem Reset-Termin, an dem der betreffende Reset-Zeitraum beginnt (der "**Referenz-Reset-Termin**"), festgelegt und ist,

- (a) solange kein Benchmark-Ereignis eingetreten ist,
  - (i) der Ursprüngliche Benchmarksatz; oder
  - (ii) falls eine für die Festlegung des Ursprünglichen Benchmarksatzes benötigte Information am betreffenden Zinsfeststellungstag nicht auf der Bildschirmseite erscheint, der Referenzbankensatz an diesem Zinsfeststellungstag.

Kann der Referenzbankensatz nicht gemäß der Definition dieses Begriffs bestimmt werden, aber ist kein Benchmark-Ereignis eingetreten, entspricht der jeweilige "Referenzsatz" dem durch die Berechnungsstelle festgelegten Ursprünglichen Benchmarksatz, welcher zuletzt auf der Bildschirmseite verfügbar war; und

- (b) wenn ein Benchmark-Ereignis eingetreten ist, wird der "Referenzsatz" für jeden Reset-Zeitraum, der an oder nach dem Stichtag (wie in § 3(5)(i) definiert) beginnt, gemäß § 3(5) bestimmt.

"**Ursprünglicher Benchmarksatz**" bezeichnet den um 11:00 Uhr (Frankfurter Zeit) gefixten, als Prozentsatz ausgedrückten Swapsatz *per annum* für in Euro denominierter Swap-Transaktionen mit einer Laufzeit von 5 Jahren, der auf der Bildschirmseite am betreffenden Zinsfeststellungstag gegen 11:00 Uhr (Frankfurter Zeit) angezeigt wird.

applicable rate of interest will be determined pursuant to this § 3.

(4) Determination of the Reference Rate.

The Calculation Agent will determine the relevant Reference Rate in accordance with this § 3(4) on each Interest Determination Date.

The "**Reference Rate**" for a Reset Period will be determined by the Calculation Agent on the relevant Interest Determination Date (as defined below) prior to the Reset Date on which the relevant Reset Period commences (the "**Reference Reset Date**") and will be,

- (a) as long as no Benchmark Event has occurred,
  - (i) the Original Benchmark Rate; or
  - (ii) in the event that any of the information required for the purposes of the determination of the Original Benchmark Rate does not appear on the Screen Page on the relevant Interest Determination Date, the Reference Bank Rate on that Interest Determination Date.

If the Reference Bank Rate cannot be determined pursuant to the definition of this term, but no Benchmark Event has occurred, the relevant "Reference Rate" shall be equal to the last Original Benchmark Rate available on the Screen Page as determined by the Calculation Agent; and

- (b) if a Benchmark Event has occurred, the "Reference Rate" for each Reset Period commencing on or after the Effective Date (as defined in § 3(5)(i)) will be determined in accordance with § 3(5).

"**Original Benchmark Rate**" means the annual swap rate which is fixed at 11:00 a.m. (Frankfurt time) and is expressed as a percentage *per annum* for Euro denominated swap transactions with a maturity of 5 years which appears on the Screen Page on the relevant Interest Determination Date at or around 11:00 a.m. (Frankfurt time).

Der "**Referenzbankensatz**" ist der Prozentsatz, der auf Basis der 5-Jahres-Mid-Swapsatz-Quotierungen, die der Berechnungsstelle auf Bitten der Emittentin ungefähr um 11:00 Uhr (Frankfurter Zeit) von bis zu fünf führenden von der Emittentin ausgewählten Swap-Händlern im Interbankenhandel (die "**Reset-Referenzbanken**") gestellt werden, am Zinsfeststellungstag von der Berechnungsstelle festgelegt wird. Wenn mindestens drei 5-Jahres-Mid-Swapsatz-Quotierungen genannt werden, wird der Referenzbankensatz das arithmetische Mittel der 5-Jahres-Mid-Swapsatz-Quotierungen unter Ausschluss der höchsten Quotierung (bzw., für den Fall von gleich hohen Quotierungen, einer der höchsten Quotierungen) und der niedrigsten Quotierung (bzw., für den Fall von gleich hohen Quotierungen, einer der niedrigsten Quotierungen) sein. Falls nur zwei 5-Jahres-Mid-Swapsatz-Quotierungen zur Verfügung gestellt werden, ist der Referenzbankensatz das rechnerische Mittel der zur Verfügung gestellten Quotierungen. Falls nur eine 5-Jahres-Mid-Swapsatz-Quotierung zur Verfügung gestellt wird, ist der Referenzbankensatz gleich der zur Verfügung gestellten Quotierung. Dabei bezeichnet "**5-Jahres-Mid-Swapsatz-Quotierung**" das arithmetische Mittel der nachgefragten (*bid*) und angebotenen (*offered*) Prozentsätze für den jährlichen Festzinszahlungsstrom (berechnet auf einer 30/360 Tage-Berechnungsbasis) einer fixed-for-floating Euro Zinsswap-Transaktion, (x) die eine 5-jährige Laufzeit hat und am betreffenden Reset-Termin beginnt, (y) die auf einen Betrag lautet, der dem einer repräsentativen einzelnen Transaktion in dem relevanten Markt zur relevanten Zeit eines anerkannten Händlers mit guter Bonität im Swap-Markt entspricht, und (z) deren variabler Zahlungsstrom auf dem 6-Monats EURIBOR Satz beruht (berechnet auf einer Actual/360 Tage-Berechnungsbasis).

Dabei gilt Folgendes:

"**Bildschirmseite**" bezeichnet die Reuters Bildschirmseite "ICESWAP2 / EURFIXA" unter der Überschrift "EURIBOR BASIS" und dem Untertitel "11:00 AM Frankfurt time" (auf dem solche Überschriften und Untertitel von Zeit zu Zeit erscheinen). Hat die Bildschirmseite dauerhaft aufgehört, den Ursprünglichen Benchmarksatz anzugeben, ist diese Quotierung jedoch auf einer anderen von der Emittentin nach billigem Ermessen

"**Reference Bank Rate**" means the percentage rate determined by the Calculation Agent on the basis of the 5-year Mid Swap Rate Quotations provided by up to five leading swap dealers in the interbank market selected by the Issuer (the "**Reset Reference Banks**") to the Calculation Agent at the request of the Issuer at approximately 11.00 a.m. (Frankfurt time) on the Interest Determination Date. If at least three 5-year Mid Swap Rate Quotations are provided, the Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two 5-year Mid Swap Rate Quotations are provided, the Reference Bank Rate will be the arithmetic mean of the quotations provided. If only one 5-year Mid Swap Rate Quotation is provided, the Reference Bank Rate will be the quotation provided. For this purpose, "**5-year Mid Swap Rate Quotation**" means the arithmetic mean of the bid and offered rates for the annual fixed rate leg (calculated on a 30/360 day count basis) of a fixed-for-floating Euro interest rate swap transaction which transaction (x) has a term of 5 years and commencing on the relevant Reset Date, (y) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market, and (z) has a floating leg based on the 6-months EURIBOR rate (calculated on an Actual/360 day count basis).

Where:

"**Screen Page**" means Reuters Screen Page "ICESWAP2 / EURFIXA" under the heading "EURIBOR BASIS" and the caption "11:00 AM Frankfurt time" (as such headings and captions may appear from time to time). If the Screen Page permanently ceases to quote the Original Benchmark Rate but such quotation is available from another page selected by the Issuer in its reasonable discretion (the "**Replacement Screen Page**"), the

ausgewählten Bildschirmseite verfügbar (die "Ersatzbildschirmseite"), wird die Ersatzbildschirmseite zum Zweck der Festlegung des Ursprünglichen Benchmarksatzes eingesetzt.

"**Reset-Termin**" bezeichnet den Ersten Reset-Termin und danach jeden fünften Jahrestag des vorausgegangenen Reset-Termins.

"**Reset-Zeitraum**" bezeichnet jeden Zeitraum ab dem Ersten Reset-Termin (einschließlich) bis zum nächstfolgenden Reset-Termin (ausschließlich) und nachfolgend ab jedem Reset-Termin (einschließlich) bis zu dem jeweils nächstfolgenden Reset-Termin (ausschließlich) und, im Fall des letzten Reset-Zeitraums ab dem letzten Reset-Termin (einschließlich) bis zu dem Endfälligkeitstag (ausschließlich).

"**TARGET-Geschäftstag**" bezeichnet einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET2) betriebsbereit ist.

"**Zinsfeststellungstag**" bezeichnet den zweiten TARGET-Geschäftstag vor dem betreffenden Referenz-Reset-Termin.

(5) Benchmark-Ereignis.

Wenn ein Benchmark-Ereignis in Bezug auf den Ursprünglichen Benchmarksatz (oder eine Teilkomponente davon) eintritt, gilt für die Bestimmung des betreffenden Referenzsatzes und den Reset des Zinssatzes gemäß diesem § 3(5) Folgendes:

- (a) Die Emittentin wird sich bemühen, sobald dies (nach billigem Ermessen der Emittentin) praktikabel ist, einen Unabhängigen Berater zu benennen, der einen Neuen Benchmarksatz, die Anpassungsmarge (gemäß § 3(5)(d)) und etwaige Benchmark-Änderungen (gemäß § 3(5)(e)) festlegt.
- (b) Wenn bis spätestens am fünften Geschäftstag vor dem betreffenden Zinsfeststellungstag
  - (i) es der Emittentin nicht gelingt, einen Unabhängigen Berater zu ernennen; oder
  - (ii) der ernannte Unabhängige Berater keine Anpassungsmarge und die

Replacement Screen Page must be used for the purpose of the calculation of the Original Benchmark Rate.

"**Reset Date**" means the First Reset Date and thereafter each fifth anniversary of the immediately preceding Reset Date.

"**Reset Period**" means each period from and including the First Reset Date to but excluding the next following Reset Date and thereafter from and including each Reset Date to but excluding the next following Reset Date and, in the case of the final Reset Period, from and including the final Reset Date to but excluding the Maturity Date.

"**TARGET Business Day**" means a day on which the Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET2) is operational.

"**Interest Determination Date**" means the second TARGET Business Day prior to the relevant Reference Reset Date.

(5) Benchmark Event.

If a Benchmark Event has occurred in relation to the Original Benchmark Rate (or any component part thereof), the relevant Reference Rate and the reset of the Rate of Interest in accordance with this § 3(5) will be determined as follows:

- (a) The Issuer shall endeavour to appoint an Independent Adviser as soon as it is (in the Issuer's reasonable discretion) practicable, who will determine a New Benchmark Rate, the Adjustment Spread (in accordance with § 3(5)(d)) and any Benchmark Amendments (in accordance with § 3(5)(e)).
- (b) If no later than on the fifth Business Day prior to the relevant Interest Determination Date,
  - (i) the Issuer fails to appoint an Independent Adviser; or
  - (ii) the Independent Adviser appointed by it does not determine a New

Benchmark-Änderungen (sofern erforderlich) gemäß diesem § 3(5) festlegt,

dann entspricht der "Referenzsatz" für den unmittelbar nachfolgenden Reset-Zeitraum dem an dem letzten zurückliegenden Zinsfeststellungstag festgestellten Ursprünglichen Benchmarksatz.

Falls dieser § 3(5)(b) bereits im Hinblick auf den Ersten Reset-Termin angewendet werden muss, entspricht der "Referenzsatz" für den ersten Reset-Zeitraum dem Ursprünglichen Benchmarksatz auf der Reset-Bildschirmseite an dem letzten Tag vor dem Zinsfeststellungstag, an dem dieser Ursprüngliche Benchmarksatz angezeigt wurde.

Falls der gemäß diesem § 3(5)(b) bestimmte Ausweichsatz zur Anwendung kommt, wird § 3(5) erneut angewendet, um den Referenzsatz für den nächsten nachfolgenden Reset-Zeitraum zu bestimmen.

(c) *Nachfolge-Benchmarksatz oder Alternativ-Benchmarksatz.* Falls der Unabhängige Berater nach billigem Ermessen feststellt,

(i) dass es einen Nachfolge-Benchmarksatz gibt, dann ist dieser Nachfolge-Benchmarksatz anstelle des Ursprünglichen Benchmarksatzes maßgeblich; oder

(ii) dass es keinen Nachfolge-Benchmarksatz aber einen Alternativ-Benchmarksatz gibt, dann ist dieser Alternativ-Benchmarksatz an Stelle des Ursprünglichen Benchmarksatzes maßgeblich,

und dann entspricht der "Referenzsatz" für den unmittelbar nachfolgenden Reset-Zeitraum und alle folgenden Reset-Zeiträume vorbehaltlich § 3(5)(h) dem betreffenden Neuen Benchmarksatz an dem betreffenden Zinsfeststellungstag zuzüglich der Anpassungsmarge gemäß § 3(5)(d).

(d) *Anpassungsmarge.* Die Anpassungsmarge (oder die Formel oder die Methode zur

Benchmark Rate, an Adjustment Spread or any Benchmark Amendments (if required) in accordance with this § 3(5),

then the "Reference Rate" applicable to the immediately following Reset Period shall be the Original Benchmark Rate determined on the last preceding Interest Determination Date.

If this § 3(5)(b) is to be applied in respect of the First Reset Date, the "Reference Rate" applicable to the first Reset Period shall be the Original Benchmark Rate on the Reset Screen Page on the last day preceding the Interest Determination Date on which such Original Benchmark Rate was displayed.

If the fallback rate determined in accordance with this § 3(5)(b) is to be applied, § 3(5) will be operated again to determine the Reference Rate applicable to the next subsequent Reset Period.

(c) *Successor Benchmark Rate or Alternative Benchmark Rate.* If the Independent Adviser determines in its reasonable discretion that:

(i) there is a Successor Benchmark Rate, then such Successor Benchmark Rate shall subsequently be used in place of the Original Benchmark Rate; or

(ii) there is no Successor Benchmark Rate but that there is an Alternative Benchmark Rate, then such Alternative Benchmark Rate shall subsequently be used in place of the Original Benchmark Rate,

and then the "Reference Rate" for the immediately following Reset Period and all following Reset Periods, subject to § 3(5)(h), will be the relevant New Benchmark Rate on the relevant Interest Determination Date plus the Adjustment Spread as provided in § 3(5)(d).

(d) *Adjustment Spread.* The Adjustment Spread (or the formula or methodology for

Bestimmung der Anpassungsmarge) wird auf den Neuen Benchmarksatz angewendet, um den betreffenden Referenzsatz zu bestimmen.

- (e) *Benchmark-Änderungen.* Wenn ein Neuer Benchmarksatz und die entsprechende Anpassungsmarge gemäß diesem § 3(5) festgelegt werden, und wenn der Unabhängige Berater feststellt, dass Änderungen hinsichtlich dieser Anleihebedingungen notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsmarge zu gewährleisten (diese Änderungen, die "**Benchmark-Änderungen**"), dann wird der Unabhängige Berater die Benchmark-Änderungen feststellen und die Emittentin wird diese durch eine Mitteilung gemäß § 3(5)(f) bekanntmachen.

Diese Benchmark-Änderungen können insbesondere folgende Regelungen in diesen Anleihebedingungen erfassen:

- (A) den Referenzsatz einschließlich der "Bildschirmseite" und/oder die Methode zur Bestimmung des Ausweichsatzes (sog. *fallback*) für den Referenzsatz einschließlich des Referenzbankensatzes; und/oder
- (B) die Definitionen der Begriffe "Geschäftstag", "Zinszahlungstag", "Reset-Termin", "Zinsfeststellungstag", "Zinstagequotient" und/oder "Zinsperiode" (einschließlich der Festlegung ob der Referenzsatz vorausschauend vor oder zu Beginn der betreffenden Zinsperiode oder zurückblickend vor oder zum Ablauf der betreffenden Zinsperiode bestimmt wird); und/oder
- (C) die Geschäftstagenkonvention gemäß § 6(2).
- (f) *Mitteilungen, etc.* Die Emittentin hat einen Neuen Benchmarksatz, die Anpassungsmarge und etwaige Benchmark-Änderungen gemäß diesem § 3(5) der

determining the Adjustment Spread) shall be applied to the New Benchmark Rate to determine the relevant Reference Rate.

- (e) *Benchmark Amendments.* If any New Benchmark Rate and the applicable Adjustment Spread are determined in accordance with this § 3(5), and if the Independent Adviser determines that amendments to these Terms and Conditions are necessary to ensure the proper operation of such New Benchmark Rate and the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**"), then the Independent Adviser will determine the Benchmark Amendments and the Issuer will give notice thereof in accordance with § 3(5)(f).

The Benchmark Amendments may comprise in particular the following conditions of these Terms and Conditions:

- (A) the Reference Rate including the "Screen Page" and/or the method for determining the fallback rate in relation to the Reference Rate, including the Reference Bank Rate; and/or
- (B) the definitions of the terms "Business Day", "Interest Payment Date", "Reset Date", "Interest Determination Date", "Day Count Fraction" and/or "Interest Period" (including the determination whether the Reference Rate will be determined in advance on or prior to the relevant Interest Period or in arrear on or prior to the end of the relevant Interest Period); and/or
- (C) the business day convention in § 6(2).
- (f) *Notices, etc.* The Issuer will notify any New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 3(5) to the Principal

Hauptzahlstelle und der Berechnungsstelle sowie gemäß § 11 den Anleihegläubigern mitzuteilen, und zwar sobald eine solche Mitteilung (nach billigem Ermessen der Emittentin) nach deren Feststellung praktikabel ist, spätestens jedoch am fünften Geschäftstag vor dem Zinsfestsetzungstag. Eine solche Mitteilung ist unwiderruflich und hat den Stichtag zu benennen.

Der Neue Benchmarksatz, die Anpassungsmarge und etwaige Benchmark-Änderungen, die jeweils in der Mitteilung benannt werden, sind für die Emittentin, die Berechnungsstelle, die Hauptzahlstelle, eventuelle weitere Zahlstellen und die Anleihegläubiger bindend. Die Anleihebedingungen gelten ab dem Stichtag als durch den Neuen Benchmarksatz, die Anpassungsmarge und die etwaigen Benchmark-Änderungen geändert.

Am Tag dieser Mitteilung hat die Emittentin der Hauptzahlstelle und der Berechnungsstelle eine durch zwei Unterschriftsberechtigte der Emittentin unterzeichnete Bescheinigung zu übergeben, die

- (i)
  - (A) bestätigt, dass ein Benchmark-Ereignis eingetreten ist;
  - (B) den nach Maßgabe der Bestimmungen dieses § 3(5) festgestellten Neuen Benchmarksatz benennt;
  - (C) die entsprechende Anpassungsmarge und etwaige Benchmark-Änderungen benennt, die jeweils nach Maßgabe der Bestimmungen dieses § 3(5) festgestellt wurden; und
  - (D) den Stichtag benennt; und
- (ii) bestätigt, dass die etwaigen Benchmark-Änderungen notwendig

Paying Agent und the Calculation Agent and, in accordance with § 11, the Holders as soon as such notification is (in the Issuer's reasonable discretion) practicable following the determination thereof but in any event no later than on the fifth Business Day prior to the immediately following Interest Determination Date. Such notice shall be irrevocable and shall specify the Effective Date.

The New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any), each as specified in such notice, will be binding on the Issuer, the Calculation Agent, the Principal Paying Agent, any additional paying agents and the Holders. The Terms and Conditions shall be deemed to have been amended by the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments, if any, with effect from the Effective Date.

On the date of such notice, the Issuer shall deliver to the Principal Paying Agent and the Calculation Agent a certificate signed by two authorized signatories of the Issuer

- (i)
  - (A) confirming that a Benchmark Event has occurred;
  - (B) specifying the relevant New Benchmark Rate determined in accordance with the provisions of this § 3(5);
  - (C) specifying the applicable Adjustment Spread and the Benchmark Amendments (if any), each as determined in accordance with the provisions of this § 3(5); and
  - (D) specifying the Effective Date; and
- (ii) confirming that the Benchmark Amendments, if any, are necessary to

sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsmarge zu gewährleisten.

(g) *Definitionen.* Zur Verwendung in diesem § 3(5):

Die "**Anpassungsmarge**", die positiv, negativ oder gleich Null sein kann, wird in Basispunkten ausgedrückt und bezeichnet entweder (a) die Spanne oder (b) das Ergebnis der Anwendung der Formel oder Methode zur Berechnung der Spanne,

(A) die im Fall eines Nachfolge-Benchmarksatzes formell im Zusammenhang mit der Ersetzung des Ursprünglichen Benchmarksatzes durch den Nachfolge-Benchmarksatz von dem Nominierungsgremium empfohlen wird; oder

(B) die (sofern keine Empfehlung abgegeben wurde oder im Fall eines Alternativ-Benchmarksatzes) an den internationalen Anleihekapitalmärkten (oder, hilfsweise, an den internationalen Swapmärkten) auf den Neuen Benchmarksatz (oder eine Teilkomponente davon) angewendet wird, um einen industrieweit akzeptierten Ersatz-Benchmarksatz für den Ursprünglichen Benchmarksatz zu erzeugen, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden.

"**Alternativ-Benchmarksatz**" bezeichnet eine alternative Benchmark oder einen alternativen Bildschirmsatz, die bzw. der üblicherweise an den internationalen Anleihekapitalmärkten (oder, hilfsweise, an den internationalen Swapmärkten) zur Bestimmung von Zinssätzen bzw. Mid-Swap-Sätzen in Euro angewendet wird, wobei sämtliche Feststellungen durch den

ensure the proper operation of such relevant New Benchmark Rate and the applicable Adjustment Spread.

(g) *Definitions.* As used in this § 3(5):

The "**Adjustment Spread**", which may be positive, negative or zero, will be expressed in basis points and means either (a) the spread or (b) the result of the operation of the formula or methodology for calculating the spread,

(A) which in the case of a Successor Benchmark Rate, is formally recommended in relation to the replacement of the Original Benchmark Rate with the Successor Benchmark Rate by any Relevant Nominating Body; or

(B) which (if no such recommendation has been made, or in the case of an Alternative Benchmark Rate) is applied to the New Benchmark Rate (or any component part thereof) in the international debt capital markets (or, alternatively, the international swap markets) to produce an industry-accepted replacement benchmark rate for the Original Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion.

"**Alternative Benchmark Rate**" means an alternative benchmark or an alternative screen rate which is customarily applied in the international debt capital markets (or, alternatively, the international swap markets) for the purpose of determining rates of interest or mid swap rates, respectively in EUR, provided that all determinations will be made by the Independent Adviser.

Unabhängigen Berater vorgenommen werden.

Ein "**Benchmark-Ereignis**" tritt ein, wenn:

- (A) der Ursprüngliche Benchmarksatz (oder eine Teilkomponente davon) nicht mehr regelmäßig veröffentlicht oder nicht mehr erstellt wird; oder
- (B) eine öffentliche Erklärung des Administrators des Ursprünglichen Benchmarksatzes (oder einer Teilkomponente davon) dahingehend vorliegt, dass dieser die Veröffentlichung des Ursprünglichen Benchmarksatzes (oder einer Teilkomponente davon) dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird (in Fällen in denen kein Nachfolgeadministrator ernannt worden ist, der die Veröffentlichung des Ursprünglichen Benchmarksatzes (oder einer Teilkomponente davon) vornehmen wird); oder
- (C) eine öffentliche Erklärung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes (oder einer Teilkomponente davon) vorliegt, dass der Ursprüngliche Benchmarksatz (oder einer Teilkomponente davon) dauerhaft oder auf unbestimmte Zeit nicht mehr fortgeführt wird oder fortgeführt werden wird; oder
- (D) eine öffentliche Erklärung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes (oder einer Teilkomponente davon) vorliegt, wonach der Ursprüngliche Benchmarksatz (oder eine Teilkomponente davon) allgemein oder in Bezug auf die Schuldverschreibungen nicht mehr verwendet wird oder verwendet werden darf, oder nach welcher der Ursprüngliche Benchmarksatz (oder

A "**Benchmark Event**" occurs if:

- (A) the Original Benchmark Rate (or any component part thereof) ceasing to be published on a regular basis or ceasing to exist; or
- (B) a public statement by the administrator of the Original Benchmark Rate (or any component part thereof) is made that it has ceased or that it will cease publishing the Original Benchmark Rate (or any component part thereof) permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue the publication of the Original Benchmark Rate (or any component part thereof)); or
- (C) a public statement by the supervisor of the administrator of the Original Benchmark Rate (or any component part thereof) is made, that the Original Benchmark Rate (or any component part thereof) has been or will permanently or indefinitely discontinued; or
- (D) a public statement by the supervisor of the administrator of the Original Benchmark Rate (or any component part thereof) is made as a consequence of which the Original Benchmark Rate (or any component part thereof) has been or will be prohibited from being used either generally, or in respect of the Notes, or pursuant to which the Original Benchmark Rate (or any component part thereof) has ceased or will cease



eine Teilkomponente davon) nicht länger als repräsentativ für einen industrieweit akzeptierten Benchmarksatz angesehen wird; oder

- (E) die Verwendung des Ursprünglichen Benchmarksatzes (oder einer Teilkomponente davon) zur Berechnung oder Bestimmung des Referenzsatzes für die Zahlstellen, die Berechnungsstelle, die Emittentin oder jeden Dritten rechtswidrig geworden ist; oder
- (F) die Methode für die Feststellung des Ursprünglichen Benchmarksatzes (oder einer Teilkomponente davon) ändert sich wesentlich gegenüber der Methode, die der Administrator des Ursprünglichen Benchmarksatzes bei Verzinsungsbeginn anwendet.

**"Nachfolge-Benchmarksatz"** bezeichnet einen Nachfolger oder Ersatz des Ursprünglichen Benchmarksatzes, der formell durch das Nominierungsgremium empfohlen wurde.

**"Neuer Benchmarksatz"** bezeichnet den jeweils gemäß diesem § 3(5) bestimmten Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz.

**"Nominierungsgremium"** bezeichnet in Bezug auf die Ersetzung des Ursprünglichen Benchmarksatzes (oder einer Teilkomponente davon):

- (A) die Zentralbank für die Währung in der die Benchmark oder der Bildschirmsatz dargestellt wird oder eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist; oder
- (B) jede Arbeitsgruppe oder jeden Ausschuss gefördert durch, geführt oder mitgeführt von oder gebildet von (a) der Zentralbank für die Währung in der die Benchmark oder

to be representative as an industry accepted benchmark rate; or

- (E) it has become unlawful for any Paying Agent, the Calculation Agent, the Issuer or any other party to calculate or determine any Reference Rate using the Original Benchmark Rate (or any component part thereof); or
- (F) the methodology for the determination of the Original Benchmark Rate (or any component part thereof) is materially altered compared to the methodology as used by the administrator of the Original Benchmark Rate at the Interest Commencement Date.

**"Successor Benchmark Rate"** means a successor to or replacement of the Original Benchmark Rate which is formally recommended by any Relevant Nominating Body.

**"New Benchmark Rate"** means the Successor Benchmark Rate or, as the case may be, the Alternative Benchmark Rate determined in accordance with this § 3(5).

**"Relevant Nominating Body"** means, in respect of the replacement of the Original Benchmark Rate (or any component part thereof):

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate

der Bildschirmsatz dargestellt wird, (b) einer Zentralbank oder anderen Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist, (c) einer Gruppe der zuvor genannten Zentralbanken oder anderer Aufsichtsbehörden oder (d) dem Finanzstabilitätsrat (*Financial Stability Board*) oder Teilen davon.

"**Unabhängiger Berater**" bezeichnet ein von der Emittentin ernanntes unabhängiges Finanzinstitut mit internationalem Ansehen oder einen anderen unabhängigen Finanzberater mit Erfahrung in internationalen Kapitalmärkten.

- (h) Eine Anpassung des Ursprünglichen Benchmarksatzes im Falle eines Benchmark-Ereignisses darf nur insoweit durchgeführt werden, als durch diese Anpassung kein Ratingagenturereignis eintritt.
- (i) Der Stichtag für die Anwendung des Neuen Benchmarksatzes, der Anpassungsmarge und der etwaigen Benchmark-Änderungen gemäß diesem § 3(5) (der "**Stichtag**") ist der Zinsfeststellungstag, der auf den frühesten der folgenden Tage fällt oder diesem nachfolgt:
  - (A) den Tag des Eintritts des Benchmark-Ereignisses, wenn das Benchmark-Ereignis aufgrund des Absatzes (A) oder (F) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder
  - (B) den Tag, ab dem die Veröffentlichung des Ursprünglichen Benchmarksatzes (oder einer Teilkomponente davon) eingestellt wird, oder ab dem der Ursprüngliche Benchmarksatz (oder eine Teilkomponente davon) eingestellt wird oder nicht länger als repräsentativ angesehen wird, wenn das Benchmark-Ereignis aufgrund der Absätze (B), (C) oder (D) der

(as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by the Issuer.

- (h) Any adjustment to the Original Benchmark Rate in case of a Benchmark Event will be made only to the extent that no Rating Agency Event would occur as a result of such adjustment.
- (i) The effective date for the application of the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 3(5) (the "**Effective Date**") will be the Interest Determination Date falling on or after the earliest of the following dates:
  - (A) if the Benchmark Event has occurred as a result of clause (A) or (F) of the definition of the term "Benchmark Event", the date of the occurrence of the Benchmark Event; or
  - (B) if the Benchmark Event has occurred as a result of clause (B), (C) or (D) of the definition of the term "Benchmark Event", the date from which the Original Benchmark Rate (or any component part thereof) ceases to be published, is discontinued or ceases to be representative, as the case may be; or

Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder

(C) den Tag, ab dem der Ursprüngliche Benchmarksatz nicht mehr verwendet werden darf, wenn das Benchmark-Ereignis aufgrund des Absatzes (E) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder

(j) Wenn ein Benchmark-Ereignis in Bezug auf einen Neuen Benchmarksatz eintritt, gilt dieser § 3(5) entsprechend für die Ersetzung des Neuen Benchmarksatzes durch einen neuen Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz.

#### § 4

##### **(Fälligkeit von Zinszahlungen; Aufschub von Zinszahlungen; Zahlung Aufgeschobener Zinszahlungen)**

- (1) Fälligkeit von Zinszahlungen; wahlweiser Zinsaufschub.
- (a) Zinsen werden für jede Zinsperiode an dem unmittelbar auf diese Zinsperiode folgenden Zinszahlungstag fällig, sofern sich die Emittentin nicht durch eine Bekanntmachung an die Anleihegläubiger gemäß § 11 innerhalb einer Frist von nicht weniger als 10 und nicht mehr als 15 Geschäftstagen vor dem betreffenden Zinszahlungstag dazu entscheidet, die betreffende Zinszahlung auszusetzen.

Wenn sich die Emittentin an einem Zinszahlungstag zur Nichtzahlung aufgelaufener Zinsen entscheidet, dann ist sie nicht verpflichtet, an dem betreffenden Zinszahlungstag Zinsen zu zahlen. Eine Nichtzahlung aus diesem Grunde begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund dieser Schuldverschreibungen oder für sonstige Zwecke.

Nach Maßgabe dieses § 4(1)(a) nicht fällig gewordene Zinsen sind aufgeschobene Zinszahlungen ("**Aufgeschobene Zinszahlungen**").

"**Zinsperiode**" bezeichnet jeden Zeitraum ab dem Zinslaufbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und nachfolgend ab jedem Zinszahlungstag (einschließlich) bis zu dem

(C) if the Benchmark Event has occurred as a result of clause (E) of the definition of the term "Benchmark Event", the date from which the prohibition applies.

(j) If a Benchmark Event occurs in relation to any New Benchmark Rate, this § 3(5) shall apply mutatis mutandis to the replacement of such New Benchmark Rate by any new Successor Benchmark Rate or Alternative Benchmark Rate, as the case may be.

#### § 4

##### **(Due date for interest payments; Deferral of interest payments; Payment of Deferred Interest Payments)**

- (1) Due date for interest payments; optional interest deferral.
- (a) Interest for each Interest Period will be due and payable (*fällig*) on the Interest Payment Date immediately following such Interest Period, unless the Issuer elects, by giving not less than 10 and not more than 15 Business Days' notice to the Holders prior to the relevant Interest Payment Date in accordance with § 11, to defer the relevant payment of interest.

If the Issuer elects not to pay accrued interest on an Interest Payment Date, then it will not have any obligation to pay interest on such Interest Payment Date. Any such failure to pay interest will not constitute a default of the Issuer or any other breach of its obligations under the Notes or for any other purpose.

Interest not due and payable in accordance with this § 4(1)(a) will constitute deferred interest payments ("**Deferred Interest Payments**").

"**Interest Period**" means each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and thereafter from and including each Interest Payment

jeweils nächstfolgenden Zinszahlungstag (ausschließlich).

(b) Aufgeschobene Zinszahlungen werden nicht verzinst.

(2) Freiwillige Zahlung von Aufgeschobenen Zinszahlungen.

Die Emittentin ist berechtigt, ausstehende Aufgeschobene Zinszahlungen jederzeit insgesamt oder teilweise nach Bekanntmachung an die Anleihegläubiger gemäß § 11 unter Einhaltung einer Frist von nicht weniger als 10 und nicht mehr als 15 Geschäftstagen nachzuzahlen, wobei eine solche Bekanntmachung (i) den Betrag an Aufgeschobenen Zinszahlungen, der gezahlt werden soll, und (ii) den für diese Zahlung festgelegten Termin (der "**Freiwillige Nachzahlungstermin**") enthalten muss.

(3) Pflicht zur Zahlung von Aufgeschobenen Zinszahlungen.

Die Emittentin ist verpflichtet, ausstehende Aufgeschobene Zinszahlungen insgesamt und nicht nur teilweise am nächsten Pflichtnachzahlungstag zu zahlen.

"**Pflichtnachzahlungstag**" bezeichnet den frühesten der folgenden Tage:

- (i) den Tag, der fünf Geschäftstage nach dem Tag liegt, an dem ein Obligatorisches Nachzahlungsereignis eingetreten ist;
- (ii) den Tag, an dem die Emittentin aufgelaufene Zinsen, die keine Aufgeschobenen Zinszahlungen sind, auf die Schuldverschreibungen zahlt;
- (iii) den Tag, an dem die Emittentin oder eine Tochtergesellschaft eine Dividende, sonstige Ausschüttung oder sonstige Zahlung auf ein Gleichrangiges Wertpapier zahlt;
- (iv) den Tag, an dem die Emittentin oder eine Tochtergesellschaft ein Gleichrangiges Wertpapier zurückzahlt, oder den Tag, der fünf Geschäftstage nach dem Tag liegt, an dem die Emittentin oder eine Tochtergesellschaft ein Gleichrangiges Wertpapier zurückkauft oder anderweitig erwirbt (jeweils direkt oder indirekt);

Date to but excluding the next following Interest Payment Date.

(b) Deferred Interest Payments will not bear interest.

(2) Optional Settlement of Deferred Interest Payments.

The Issuer will be entitled to pay outstanding Deferred Interest Payments (in whole or in part) at any time on giving not less than 10 and not more than 15 Business Days' notice to the Holders in accordance with § 11 which notice will specify (i) the amount of Deferred Interest Payments to be paid and (ii) the date fixed for such payment (the "**Optional Settlement Date**").

(3) Mandatory payment of Deferred Interest Payments.

The Issuer must pay outstanding Deferred Interest Payments (in whole but not in part) on the next Mandatory Settlement Date.

"**Mandatory Settlement Date**" means the earliest of:

- (i) the date falling five Business Days after the date on which a Compulsory Settlement Event has occurred;
- (ii) the date on which the Issuer pays scheduled interest on the Notes which does not constitute a Deferred Interest Payment;
- (iii) the date on which the Issuer or any Subsidiary pays any dividend, other distribution or other payment in respect of any Parity Security;
- (iv) the date on which the Issuer or any Subsidiary redeems any Parity Security, or the date falling five Business Days after the date on which the Issuer or any Subsidiary repurchases or otherwise acquires (in each case directly or indirectly) any Parity Security;

(v) den Tag an dem die Emittentin Schuldverschreibungen gemäß diesen Anleihebedingungen zurückzahlt oder den Tag, der fünf Geschäftstage nach dem Tag liegt, an dem die Emittentin oder eine Tochtergesellschaft (jeweils direkt oder indirekt) Schuldverschreibungen zurückkauft oder anderweitig erwirbt; und

(vi) den Tag, an dem eine Entscheidung hinsichtlich der Auseinandersetzung, Liquidation oder Auflösung der Emittentin ergeht (sofern dies nicht für die Zwecke oder als Folge einer Verschmelzung, Umstrukturierung oder Sanierung geschieht, bei der die Emittentin noch zahlungsfähig ist und bei der die fortführende Gesellschaft im Wesentlichen alle Vermögenswerte und Verpflichtungen der Emittentin übernimmt),

mit der Maßgabe, dass

(x) in den vorgenannten Fällen (iii) und (iv) kein Pflichtnachzahlungstag vorliegt, wenn die Emittentin oder die betreffende Tochtergesellschaft nach Maßgabe der Bedingungen des betreffenden Gleichrangigen Wertpapiers zu der Zahlung, zu der Rückzahlung, zu dem Rückkauf oder zu dem anderweitigen Erwerb verpflichtet ist;

(y) in den vorgenannten Fällen (iv) und (v) kein Pflichtnachzahlungstag vorliegt, wenn die Emittentin oder die betreffende Tochtergesellschaft (jeweils direkt oder indirekt) ein Gleichrangiges Wertpapier oder Schuldverschreibungen (insgesamt oder teilweise) nach einem öffentlichen Rückkaufangebot oder öffentlichen Umtauschangebot mit einer unter dem Nennwert liegenden Gegenleistung je Gleichrangigem Wertpapier bzw. je Schuldverschreibung zurückkauft oder anderweitig erwirbt; und

(z) in den vorgenannten Fällen (iii) und (iv) kein Pflichtnachzahlungstag vorliegt, wenn die betreffenden Zahlungen auf oder in Bezug auf ein Gleichrangiges Wertpapier Konzerninterne Zahlungen sind.

(v) the date on which the Issuer redeems Notes in accordance with these Terms and Conditions, or the date falling five Business Days after the date on which the Issuer or any Subsidiary repurchases or otherwise acquires (in each case directly or indirectly) Notes; and

(vi) the date on which an order is made for the winding up, liquidation or dissolution of the Issuer (other than for the purposes of or pursuant to a merger, reorganisation or restructuring whilst solvent, where the continuing entity assumes substantially all of the assets and obligations of the Issuer),

provided that

(x) in the cases (iii) and (iv) above no Mandatory Settlement Date occurs if the Issuer or the relevant Subsidiary is obliged under the terms and conditions of such Parity Security to make such payment, such redemption, such repurchase or such other acquisition;

(y) in the cases (iv) and (v) above no Mandatory Settlement Date occurs if the Issuer or the relevant Subsidiary repurchases or otherwise acquires (in each case directly or indirectly) any Parity Security or any Notes (in whole or in part) in a public tender offer or public exchange offer at a consideration per Parity Security or, as applicable, per Note below its par value; and

(z) in the cases (iii) and (iv) above no Mandatory Settlement Date occurs if the relevant payments on, or in respect of, any Parity Security are Intra-Group Payments.

(4) Definitionen.

In diesen Anleihebedingungen gilt Folgendes:

**"Konzerninterne Zahlungen"** sind Zahlungen, die ausschließlich an die Emittentin und/oder an eine oder mehrere ihrer Tochtergesellschaften erfolgen.

Ein **"Obligatorisches Nachzahlungsereignis"** bezeichnet vorbehaltlich des nachstehenden Satzes 2 jedes der folgenden Ereignisse:

- (i) die ordentliche Hauptversammlung der Emittentin beschließt, eine Dividende, sonstige Ausschüttung oder sonstige Zahlung auf eine Aktie einer beliebigen Gattung der Emittentin zu leisten (mit Ausnahme einer Dividende, Ausschüttung oder Zahlung in Form von Stammaktien der Emittentin);
- (ii) die Emittentin oder eine Tochtergesellschaft zahlt eine Dividende, sonstige Ausschüttung oder sonstige Zahlung auf ein Nachrangiges Wertpapier (mit Ausnahme einer Dividende, Ausschüttung oder Zahlung in Form von Stammaktien der Emittentin); oder
- (iii) die Emittentin oder eine Tochtergesellschaft (jeweils direkt oder indirekt) zahlt oder kauft ein Nachrangiges Wertpapier zurück oder erwirbt es auf andere Weise.

In den vorgenannten Fällen (ii) und (iii) tritt jedoch kein Obligatorisches Nachzahlungsereignis ein, wenn

- (x) die Emittentin oder die betreffende Tochtergesellschaft nach Maßgabe der Bedingungen des betreffenden Nachrangigen Wertpapiers zu der Zahlung, zu der Rückzahlung, zu dem Rückkauf oder zu dem anderweitigen Erwerb verpflichtet ist;
- (y) die Emittentin oder die betreffende Tochtergesellschaft eine Aktie einer beliebigen Gattung der Emittentin oder ein Nachrangiges Wertpapier nach Maßgabe eines bestehenden oder zukünftigen Aktienoptions- oder Aktienbeteiligungsprogramms oder ähnlichen Programms für Mitglieder des Vorstands oder des Aufsichtsrats (oder, im Falle verbundener Unternehmen, ähnlicher

(4) Definitions.

For the purposes of these Terms and Conditions:

**"Intra-Group Payments"** means payments made exclusively to the Issuer and/or one or more of its Subsidiaries.

**"Compulsory Settlement Event"** means any of the following events, subject to the proviso in sentence 2 below:

- (i) the ordinary general meeting of shareholders (*ordentliche Hauptversammlung*) of the Issuer resolves on the payment of any dividend, other distribution or other payment on any share of any class of the Issuer (other than a dividend, distribution or payment which is made in the form of ordinary shares of the Issuer);
- (ii) the Issuer or any Subsidiary pays any dividend, other distribution or other payment in respect of any Junior Security (other than a dividend, distribution or payment which is made in the form of ordinary shares of the Issuer); or
- (iii) the Issuer or any Subsidiary redeems, repurchases or otherwise acquires (in each case directly or indirectly) any Junior Security.

The cases (ii) and (iii) above are subject to the proviso that no Compulsory Settlement Event occurs if

- (x) the Issuer or the relevant Subsidiary is obliged under the terms and conditions of such Junior Security to make such payment, such redemption, such repurchase or such other acquisition;
- (y) the Issuer or the relevant Subsidiary repurchases or otherwise acquires (in each case directly or indirectly) any share of any class of the Issuer or any Junior Security pursuant to the obligations of the Issuer under any existing or future stock option or stock ownership programme or similar programme for any members of the executive board or supervisory board (or, in the case of

Gremien) oder Mitarbeiter der Emittentin oder mit ihr verbundener Unternehmen (jeweils direkt oder indirekt) zurückkauft oder anderweitig erwirbt; oder

- (z) die betreffenden Zahlungen auf oder in Bezug auf ein Nachrangiges Wertpapier Konzerninterne Zahlungen sind.

## § 5

### (Rückzahlung und Rückkauf)

- (1) Rückzahlung des Kapitals bei Endfälligkeit.
- Sofern nicht bereits zuvor zurückgezahlt oder zurückgekauft, wird die Emittentin den Gesamtnennbetrag der ausstehenden Schuldverschreibungen am 29. Juni 2080 (der "**Endfälligkeitstag**") zurückzahlen.
- (2) Rückkauf.
- Die Emittentin oder eine Tochtergesellschaft können, soweit gesetzlich zulässig, jederzeit Schuldverschreibungen auf dem freien Markt oder anderweitig sowie zu jedem beliebigen Preis kaufen. Derartig erworbene Schuldverschreibungen können entwertet, gehalten oder wieder veräußert werden.
- (3) Rückzahlung nach Wahl der Emittentin.
- Die Emittentin kann die Schuldverschreibungen (insgesamt und nicht nur teilweise) mit Wirkung zu einem Optionalen Rückzahlungstag (wie nachstehend definiert) durch Erklärung gemäß § 5(5) kündigen. Im Falle einer solchen Kündigung hat die Emittentin die Schuldverschreibungen an dem festgelegten Optionalen Rückzahlungstag zum Nennbetrag zuzüglich der bis zum Tag der Rückzahlung in Bezug auf die Schuldverschreibungen aufgelaufenen, aber noch nicht bezahlten Zinsen sowie, zur Klarstellung, sämtlicher gemäß § 4(3) fälligen Aufgeschobenen Zinszahlungen zurückzuzahlen.

"**Optionalen Rückzahlungstag**" bezeichnet

- (i) jeden Geschäftstag während des Zeitraums ab dem 29. März 2026 (einschließlich) (der "**Erste Optionalen Rückzahlungstag**") bis zum Ersten Reset-Termin (ausschließlich);
- (ii) den Ersten Reset-Termin; und

affiliates, comparable boards) or employees of the Issuer or any of its affiliates; or

- (z) the relevant payments on, or in respect of, any Junior Securities are Intra-Group Payments.

## § 5

### (Redemption and Repurchase)

- (1) Repayment of Principal at Maturity.
- Unless previously redeemed or repurchased, Issuer will repay the aggregate principal amount of the Notes outstanding on 29 June 2080 (the "**Maturity Date**").
- (2) Repurchase.
- Subject to applicable laws, the Issuer or any Subsidiary may at any time purchase Notes in the open market or otherwise and at any price. Such acquired Notes may be cancelled, held or resold.
- (3) Redemption at the Option of the Issuer.
- The Issuer may, upon giving notice in accordance with § 5(5), call the Notes for redemption (in whole but not in part) with effect as of any Optional Redemption Date (as defined below). In the case such call notice is given, the Issuer will redeem the remaining Notes at the Principal Amount plus any accrued and unpaid interest on the Notes to but excluding the date of redemption and, for the avoidance of doubt, any Deferred Interest Payments payable pursuant to § 4(3) on the specified Optional Redemption Date.

"**Optional Redemption Date**" means

- (i) each Business Day during the period from and including 29 March 2026 (the "**First Optional Redemption Date**") to but excluding the First Reset Date;
- (ii) the First Reset Date; and

- (iii) jeden auf den Ersten Reset-Termin folgenden Zinszahlungstag.
- (4) Rückzahlung nach Eintritt eines Gross-up-Ereignisses, eines Steuerereignisses, eines Rechnungslegungsereignisses oder eines Ratingagenturereignisses oder bei geringem ausstehenden Gesamtnennbetrag
- (a) *Gross-up-Ereignis, geringer ausstehender Gesamtnennbetrag.*

Wenn

- (i) ein Gross-up-Ereignis eintritt; oder
- (ii) die Emittentin oder eine Tochtergesellschaft Schuldverschreibungen im Volumen von 75% oder mehr des ursprünglich begebenen Gesamtnennbetrages der Schuldverschreibungen erworben oder zurückgezahlt hat,

dann ist die Emittentin berechtigt, durch Erklärung gemäß § 5(5) die Schuldverschreibungen (insgesamt und nicht nur teilweise) jederzeit mit Wirkung zu dem in der Erklärung gemäß § 5(5) für die Rückzahlung festgelegten Tag zu kündigen. Im Falle einer solchen Kündigung hat die Emittentin die Schuldverschreibungen am festgelegten Rückzahlungstermin zum Nennbetrag zuzüglich der bis zum Tag der Rückzahlung in Bezug auf die Schuldverschreibungen aufgelaufenen, aber noch nicht bezahlten Zinsen sowie, zur Klarstellung, sämtlicher gemäß § 4(3) fälligen Aufgeschobenen Zinszahlungen zurückzuzahlen.

Ein "**Gross-up-Ereignis**" tritt ein, wenn die Emittentin am oder nach dem Tag der Begebung der Schuldverschreibungen ein Gutachten einer anerkannten Anwaltskanzlei vorliegt (und die Emittentin der Zahlstelle eine Kopie davon gibt), aus dem hervorgeht, dass die Emittentin aufgrund einer an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tretenden Gesetzesänderung (oder einer Änderung von darunter erlassenen Bestimmungen und Vorschriften) der Bundesrepublik Deutschland oder einer ihrer Gebietskörperschaften oder Behörden oder als Folge einer an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tretenden Änderung der offiziellen Auslegung oder Anwendung dieser Gesetze, Bestimmungen oder

- (iii) each Interest Payment Date following the First Reset Date.
- (4) Redemption following a Gross-up Event, a Tax Event, an Accounting Event or a Rating Agency Event or in case of minimal outstanding aggregate principal amount.
- (a) *Gross-up Event, minimal outstanding aggregate principal amount.*

If

- (i) a Gross-up Event occurs; or
- (ii) the Issuer or any Subsidiary has purchased or redeemed Notes equal to or in excess of 75 per cent. of the aggregate principal amount of the Notes initially issued,

the Issuer may, upon giving notice in accordance with § 5(5), call the Notes for redemption (in whole but not in part) at any time with effect as of the date fixed for redemption in the notice pursuant to § 5(5). In the case such call notice is given, the Issuer will redeem the remaining Notes on the specified redemption date at the Principal Amount plus any accrued and unpaid interest on the Notes to but excluding the date of redemption and, for the avoidance of doubt, any Deferred Interest Payments payable pursuant to § 4(3).

A "**Gross-up Event**" will occur if on or after the date of issue of the Notes an opinion of a recognised law firm has been delivered to the Issuer (and the Issuer has provided the Paying Agent with a copy thereof) stating that the Issuer has or will become obliged by a legislative body, a court or any authority to pay Additional Amounts pursuant to § 7 as a result of any amendment to, or change in, the laws (or any rules or regulations thereunder) of the Federal Republic of Germany or any political subdivision or any authority of or in the Federal Republic of Germany, or as a result of any amendment to, or change in, any official interpretation or application of those laws or rules or regulations, in each case with such change or amendment becoming effective on or after the issue date of the Notes, and that obligation cannot be



Vorschriften durch eine gesetzgebende Körperschaft, ein Gericht oder eine Behörde verpflichtet ist oder verpflichtet sein wird, Zusätzliche Beträge gemäß § 7 zu zahlen und die Emittentin diese Verpflichtung nicht abwenden kann, indem sie zumutbare Maßnahmen ergreift, die sie nach Treu und Glauben für angemessen hält.

Die Bekanntmachung der vorzeitigen Rückzahlung nach Eintritt eines Gross-up-Ereignisses darf nicht früher als 90 Tage vor dem Tag erfolgen, an dem die Emittentin erstmals verpflichtet wäre, Zusätzliche Beträge gemäß § 7 zu zahlen.

- (b) *Steuerereignis, Rechnungslegungsereignis, Ratingagenturereignis.*

Wenn

- (i) ein Ratingagenturereignis eintritt; oder
- (ii) ein Rechnungslegungsereignis eintritt; oder
- (iii) ein Steuerereignis eintritt,

dann ist die Emittentin berechtigt, durch Erklärung gemäß § 5(5) die Schuldverschreibungen (insgesamt und nicht nur teilweise) jederzeit mit Wirkung zu dem in der Erklärung gemäß § 5(5) für die Rückzahlung festgelegten Tag zu kündigen. Im Falle einer solchen Kündigung hat die Emittentin die Schuldverschreibungen am festgelegten Rückzahlungstermin (i) zu 101% des Nennbetrages, falls die Rückzahlung vor dem Ersten Optionalen Rückzahlungstag erfolgt, und (ii) zum Nennbetrag, falls die Rückzahlung an oder nach dem Ersten Optionalen Rückzahlungstag erfolgt, jeweils zuzüglich der bis zum Tag der Rückzahlung in Bezug auf die Schuldverschreibungen aufgelaufenen, aber noch nicht bezahlten Zinsen sowie, zur Klarstellung, sämtlicher gemäß § 4(3) fälligen Aufgeschobenen Zinszahlungen, zurückzuzahlen.

Ein "**Ratingagenturereignis**" tritt ein, wenn entweder:

- (x) eine Ratingagentur eine Veränderung in der Methodologie für Hybridkapital oder der Interpretation dieser Methodologie veröffentlicht, wodurch die Schuldverschreibungen nicht mehr länger in derselben oder einer höheren Eigenkapitalanrechnung (oder eine vergleichbare Beschreibung, die von der

avoided by the Issuer taking such reasonable measures it (acting in good faith) deems appropriate.

No such notice of early redemption following the occurrence of a Gross-up Event may be given earlier than 90 days prior to the earliest date on which the Issuer would be for the first time obliged to pay the Additional Amounts pursuant to § 7.

- (b) *Tax Event, Accounting Event, Rating Agency Event.*

If

- (i) a Rating Agency Event occurs; or
- (ii) an Accounting Event occurs; or
- (iii) a Tax Event occurs,

the Issuer may, upon giving notice in accordance with § 5(5), call the Notes for redemption (in whole but not in part) at any time with effect as of the date fixed for redemption in the notice pursuant to § 5(5). In the case such call notice is given, the Issuer will redeem the remaining Notes on the specified redemption date (i) at 101.00 per cent. of the Principal Amount if the redemption occurs prior to the First Optional Redemption Date and (ii) at the Principal Amount if the redemption occurs on or after the First Optional Redemption Date, in each case plus any accrued and unpaid interest on the Notes to but excluding the date of redemption and, for the avoidance of doubt, any Deferred Interest Payments payable pursuant to § 4(3).

A "**Rating Agency Event**" will occur if either:

- (x) any Rating Agency publishes a change in hybrid capital methodology or the interpretation thereof, as a result of which change the Notes would no longer be eligible for the same or a higher category of "equity credit" or such similar nomenclature as may be used by that Rating Agency from time to time to describe the degree to which the terms

Ratingagentur in Zukunft genutzt wird, um zu beschreiben in wieweit die Bedingungen eines Instruments die vorrangigen Verbindlichkeiten der Emittentin unterstützen) wie an dem Tag der Begebung der Schuldverschreibungen einzuordnen sind oder, wenn keine Eigenkapitalanrechnung zum Zinslaufbeginn von der Ratingagentur bestimmt wurde, zu dem Tag, an dem erstmals die Eigenkapitalanrechnung von der Ratingagentur bestimmt wird (ein "**Verlust der Eigenkapitalanrechnung**"), oder

- (y) die Emittentin eine schriftliche Bestätigung von einer Ratingagentur erhalten und diese an die Hauptzahlstelle in Kopie weitergegeben hat, welche besagt, dass aufgrund einer Änderung der Methodologie für Hybridkapital oder der Interpretation dieser Methodologie, ein Verlust der Eigenkapitalanrechnung erfolgt ist,

und die Emittentin die Anleihegläubiger über das Ratingagenturereignis gemäß § 11 informiert hat bevor die Mitteilung der Rückzahlung (wie oben beschrieben) bekanntgemacht wurde.

"**Ratingagentur**" bezeichnet jeweils Moody's, S&P und Fitch, wobei "**Moody's**" die Moody's Investors Services Limited oder eine ihrer Nachfolgesellschaften bezeichnet, "**S&P**" die S&P Global Ratings Europe Limited oder eine ihrer Nachfolgesellschaften bezeichnet, und "**Fitch**" die Fitch Ratings Ltd. oder eine ihrer Nachfolgesellschaften bezeichnet oder eine andere durch die Emittentin bezeichnete Ratingagentur mit gleichwertiger internationaler Anerkennung sowie jeweils ihre Tochter- oder Nachfolgesellschaften.

Ein "**Rechnungslegungsereignis**" liegt vor, wenn eine anerkannte Wirtschaftsprüfungsgesellschaft, die im Auftrag der Emittentin handelt, der Emittentin ein Gutachten übermittelt, wonach aufgrund einer Änderung der Rechnungslegungsgrundsätze oder deren Anwendung (die "**Änderung**"), die am oder nach dem Tag der Begebung der Schuldverschreibungen offiziell übernommen worden ist (der Tag der Übernahme der Änderung, nachstehend der "**Änderungstag**"), die durch die Ausgabe der Schuldverschreibungen beschafften Gelder nicht oder nicht mehr als "Verbindlichkeit" gemäß den International Financial Reporting

of an instrument are supportive of the Issuer's senior obligations, attributed to the Notes at the date of issue of the Notes, or if "equity credit" is not assigned on the Interest Commencement Date by such Rating Agency, at the date when the equity credit is assigned for the first time by such Rating Agency (a "**Loss in Equity Credit**"), or

- (y) the Issuer has received, and has provided the Principal Paying Agent with a copy of, a written confirmation from any Rating Agency that due to a change in hybrid capital methodology or the interpretation thereof, a Loss in Equity Credit occurred,

and the Issuer has given notice to the Holders in accordance with § 11 of such Rating Agency Event prior to giving the notice of redemption referred to above.

"**Rating Agency**" means each of Moody's, S&P and Fitch, where "**Moody's**" means Moody's Investors Services Limited or any of its successors, "**S&P**" means S&P Global Ratings Europe Limited or any of its successors, and "**Fitch**" means Fitch Ratings Ltd. or any of its successors, or any other rating agency of equivalent international standing specified from time to time by the Issuer and, in each case their respective subsidiaries or successors.

An "**Accounting Event**" will occur if a recognised accountancy firm, acting upon instructions of the Issuer, has delivered an opinion to the Issuer, stating that, as a result of a change in accounting principles (or the application thereof) (the "**Change**") which has been officially adopted on or after the date of issue of the Notes (such date, the "**Change Date**"), the funds raised through the issuance of the Notes must not or must no longer be recorded as "liability" pursuant to the International Financial Reporting Standards ("**IFRS**") or any other accounting standards that may replace IFRS for the purposes of drawing up the

Standards ("IFRS") bzw. anderen Rechnungslegungsstandards, die die Emittentin für die Erstellung ihrer konsolidierten Quartals-, Halbjahres oder Jahresabschlüsse anstelle der IFRS anwenden kann, ausgewiesen werden dürfen.

Der Zeitraum, in dem die Emittentin die Rückzahlung der Schuldverschreibungen infolge des Eintretens eines Rechnungslegungsereignisses mitteilen kann, beginnt an dem Änderungstag. Zur Klarstellung, dieser Zeitraum umfasst jede Übergangszeit zwischen dem Tag, an dem die Änderung offiziell übernommen wird, und dem Tag, an dem sie in Kraft tritt.

Ein "**Steuerereignis**" liegt vor, wenn am oder nach dem Tag der Begebung der Schuldverschreibungen der Emittentin ein Gutachten einer anerkannten Anwaltskanzlei vorliegt (und die Emittentin der Zahlstelle eine Kopie davon gibt), aus dem hervorgeht, dass aufgrund einer an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tretenden Gesetzesänderung (oder einer Änderung von darunter erlassenen Bestimmungen und Vorschriften) der Bundesrepublik Deutschland oder einer ihrer Gebietskörperschaften oder einer ihrer Steuerbehörden, oder als Folge einer an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tretenden Änderung der offiziellen Auslegung oder Anwendung solcher Gesetze, Bestimmungen oder Vorschriften durch eine gesetzgebende Körperschaft, ein Gericht, eine Regierungsstelle oder eine Aufsichtsbehörde (einschließlich des Erlasses von Gesetzen sowie der Bekanntmachung gerichtlicher oder aufsichtsrechtlicher Entscheidungen), Zinsen, die von der Emittentin auf die Schuldverschreibungen zu zahlen sind, von der Emittentin nicht mehr für die Zwecke der deutschen Ertragsteuer voll abzugsfähig sind und die Emittentin dieses Risiko nicht abwenden kann, indem sie zumutbare Maßnahmen ergreift, die sie nach Treu und Glauben für angemessen hält.

(5) Bekanntmachung der Vorzeitigen Rückzahlung.

Die Emittentin kann ein Recht zur vorzeitigen Rückzahlung gemäß § 5(3) und (4) durch eine Bekanntmachung an die Anleihegläubiger gemäß § 11 unter Einhaltung einer Frist von nicht weniger als 10 und nicht mehr als 60 Tagen ausüben. Die Bekanntmachung soll in den Fällen des § 5(4) diejenigen Tatsachen enthalten, auf welche die

annual, semi-annual or quarterly consolidated financial statements of the Issuer.

The period during which the Issuer may notify the redemption of the Notes as a result of the occurrence of an Accounting Event shall start on the Change Date. For the avoidance of doubt, such period shall include any transitional period between the date on which the Change is officially published and the date on which it comes into effect.

A "**Tax Event**" will occur if on or after the date of issue of the Notes an opinion of a recognised law firm has been delivered to the Issuer (and the Issuer has provided the Paying Agent with a copy thereof) stating that, as a result of any amendment to, or change in, the laws (or any rules or regulations thereunder) of the Federal Republic of Germany or any political subdivision or any taxing authority thereof or therein, or as a result of any amendment to, or change in, an official interpretation or application of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination), in each case with such change or amendment becoming effective on or after the issue date of the Notes, interest payable by the Issuer in respect of the Notes is no longer fully deductible by the Issuer for German income tax purposes, and that risk cannot be avoided by the Issuer taking such reasonable measures as it (acting in good faith) deems appropriate.

(5) Notification of Early Redemption.

The Issuer will give not less than 10 nor more than 60 days' notice to the Holders in accordance with § 11 of any early redemption pursuant to § 5(3) and (4). In the case of § 5(4) such notices will set forth the underlying facts of the Issuer's right to early

Emittentin ihr Kündigungsrecht stützt, und den für die Rückzahlung festgelegten Tag bezeichnen.

**§ 6**  
**(Zahlungen)**

- (1) Die Emittentin verpflichtet sich, Kapital und Zinsen auf die Schuldverschreibungen bei Fälligkeit in Euro zu zahlen. Die Zahlung von Kapital und Zinsen auf die Schuldverschreibungen erfolgt, vorbehaltlich geltender steuerrechtlicher und sonstiger gesetzlicher Regelungen und Vorschriften, über die Hauptzahlstelle zur Weiterleitung an das Clearingsystem oder nach dessen Weisung zur Gutschrift für die jeweiligen Kontoinhaber. Die Zahlung an das Clearingsystem oder nach dessen Weisung befreit die Emittentin in Höhe der geleisteten Zahlung von ihren entsprechenden Verbindlichkeiten aus den Schuldverschreibungen. Eine Bezugnahme in diesen Anleihebedingungen auf Kapital oder Zinsen der Schuldverschreibungen schließt jegliche Zusätzlichen Beträge gemäß § 7 ein.
- (2) Falls ein Fälligkeitstag für die Zahlung von Kapital und/oder Zinsen kein Geschäftstag ist, erfolgt die Zahlung erst am nächstfolgenden Geschäftstag; die Anleihegläubiger sind nicht berechtigt, Zinsen oder eine andere Entschädigung wegen eines solchen Zahlungsaufschubs zu verlangen.

**§ 7**  
**(Besteuerung)**

Sämtliche Zahlungen von Kapital und Zinsen in Bezug auf die Schuldverschreibungen sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, die Emittentin ist gesetzlich zu einem solchen Einbehalt oder Abzug verpflichtet. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge ("**Zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Anleihegläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Anleihegläubiger empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge

redemption and specify the date fixed for redemption.

**§ 6**  
**(Payments)**

- (1) The Issuer undertakes to pay, as and when due, principal and interest on the Notes in euro. Payment of principal and interest on the Notes will be made, subject to applicable fiscal and other laws and regulations, through the Principal Paying Agent for on-payment to the Clearing System or to its order for credit to the respective account holders. Payments to the Clearing System or to its order will to the extent of amounts so paid constitute the discharge of the Issuer from its corresponding liabilities under the Notes. Any reference in these Terms and Conditions of the Notes to principal or interest will be deemed to include any Additional Amounts as set forth in § 7.
- (2) If the due date for any payment of principal and/or interest is not a Business Day, payment will be effected only on the next Business Day. The Holders will have no right to claim payment of any interest or other indemnity in respect of such delay in payment.

**§ 7**  
**(Taxation)**

All payments of principal and interest in respect of the Notes will be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or in or for the account of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless the Issuer is required by law to make such withholding or deduction. In such event, the Issuer will pay such additional amounts ("**Additional Amounts**") as will be necessary in order that the net amounts received by the Holders, after such withholding or deduction will be equal to the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts will be payable on account of any taxes or duties which:

besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- |  |  |
|--|--|
| (i) auf andere Weise als durch Einbehalt oder Abzug von zahlbaren Beträgen zu entrichten sind; oder  | (i) are payable otherwise than by withholding or deduction from amounts payable; or  |
| (ii) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Anleihegläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder  | (ii) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany; or  |
| (iii) aufgrund (x) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (y) einer zwischenstaatlichen Vereinbarung, eines zwischenstaatlichen Abkommens oder einer zwischenstaatlichen Verständigung über deren Besteuerung, an der der Staat, in dem die Emittentin steuerlich ansässig ist oder die Europäische Union beteiligt ist, oder (z) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung, Vereinbarung, Verständigung oder dieses Abkommen umsetzt oder befolgt, abziehen oder einzubehalten sind; oder | (iii) are to be withheld or deducted pursuant to (x) any European Union Directive or Regulation concerning the taxation of interest income, or (y) any international treaty, agreement or understanding relating to such taxation and to which the Issuer's country of domicile for tax purposes or the European Union is a party, or (z) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty, agreement or understanding.; or |
| (iv) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 11 wirksam wird; oder   | (iv) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or, if later, is duly provided for and notice thereof is published in accordance with § 11; or   |
| (v) von einer Zahlstelle abgezogen oder einbehalten werden, wenn eine andere Zahlstelle die Zahlung ohne einen solchen Abzug oder Einbehalt hätte leisten können.  | (v) are deducted or withheld by a Paying Agent from a payment if the payment could have been made by another Paying Agent without such deduction or withholding.   |

Die Emittentin ist keinesfalls verpflichtet, zusätzliche Beträge in Bezug auf einen Einbehalt oder Abzug von Beträgen zu zahlen, die gemäß Sections 1471 bis 1474 des U.S. Internal Revenue Code (in der jeweils geltenden Fassung oder gemäß Nachfolgeb Bestimmungen), gemäß zwischenstaatlicher Abkommen, gemäß den in einer anderen Rechtsordnung in Zusammenhang mit diesen Bestimmungen erlassenen Durchführungsvorschriften oder gemäß mit dem Internal Revenue Service geschlossenen Verträgen von der Emittentin, der jeweiligen Zahlstelle oder einem anderen Beteiligten abgezogen oder einbehalten wurden ("**FATCA-**

In any event, the Issuer will have no obligation to pay additional amounts deducted or withheld by the Issuer, the relevant Paying Agent or any other party ("**FATCA Withholding**") in relation to any withholding or deduction of any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service or

Steuerabzug") oder Anleger in Bezug auf einen FATCA-Steuerabzug schadlos zu halten.

## § 8

### (Vorlegungsfrist, Verjährung)

Die Vorlegungsfrist der Schuldverschreibungen wird auf zehn Jahre reduziert. Die Verjährungsfrist für Ansprüche aus den Schuldverschreibungen, die innerhalb der Vorlegungsfrist zur Zahlung vorgelegt wurden, beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

## § 9

### (Zahlstellen und Berechnungsstelle)

(1) Bestellung.

Die Emittentin hat die Deutsche Bank Aktiengesellschaft als Hauptzahlstelle in Bezug auf die Schuldverschreibungen (die "**Hauptzahlstelle**" und gemeinsam mit jeder etwaigen von der Emittentin nach § 9(2) bestellten zusätzlichen Zahlstelle, die "**Zahlstellen**") bestellt.

Die Emittentin hat die Deutsche Bank Aktiengesellschaft als Berechnungsstelle in Bezug auf die Schuldverschreibungen (die "**Berechnungsstelle**" und, gemeinsam mit den Zahlstellen, die "**Verwaltungsstellen**") bestellt.

Die Geschäftsräume der Verwaltungsstellen befinden sich unter den folgenden Adressen:

*Hauptzahlstelle*

**Deutsche Bank Aktiengesellschaft**

Trust & Agency Services

Taunusanlage 12

60325 Frankfurt am Main

Deutschland

*Berechnungsstelle:*

**Deutsche Bank Aktiengesellschaft**

Trust & Agency Services

Taunusanlage 12

60325 Frankfurt am Main

Deutschland

(2) Änderung oder Beendigung der Bestellung.

Die Emittentin behält sich das Recht vor, jederzeit die Benennung einer Zahlstelle zu verändern oder zu beenden und Nachfolger bzw. zusätzliche Zahlstellen zu ernennen. Den Anleihegläubigern werden Änderungen in Bezug auf die Zahlstellen, deren

indemnify any investor in relation to any FATCA Withholding.

## § 8

### (Presentation Period, Prescription)

The period for presentation of the Notes will be reduced to 10 years. The period of limitation for claims under the Notes presented during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

## § 9

### (Paying and Calculation Agent)

(1) Appointment.

The Issuer has appointed Deutsche Bank Aktiengesellschaft as principal paying agent with respect to the Notes (the "**Principal Paying Agent**" and, together with any additional paying agent appointed by the Issuer in accordance with § 9(2), the "**Paying Agents**").

The Issuer has appointed Deutsche Bank Aktiengesellschaft as calculation agent with respect to the Notes (the "**Calculation Agent**" and, together with the Paying Agents, the "**Agents**").

The addresses of the specified offices of the Agents are:

*Principal Paying Agent:*

**Deutsche Bank Aktiengesellschaft**

Trust & Agency Services

Taunusanlage 12

60325 Frankfurt am Main

Germany

*Calculation Agent:*

**Deutsche Bank Aktiengesellschaft**

Trust & Agency Services

Taunusanlage 12

60325 Frankfurt am Main

Germany

(2) Variation or Termination of Appointment.

The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint successor or additional Paying Agents. Notice of any change in the Paying Agents or in the

angegebenen Geschäftsstellen umgehend gemäß § 11 bekannt gemacht.

- (3) Status der beauftragten Stellen.

Die Zahlstellen und die Berechnungsstelle handeln ausschließlich als Vertreter der Emittentin und übernehmen keine Verpflichtungen gegenüber den Anleihegläubigern; es wird kein Vertrags-, Auftrags- oder Treuhandverhältnis zwischen ihnen und den Anleihegläubigern begründet. Die Zahlstellen sind von den Beschränkungen des § 181 des Bürgerlichen Gesetzbuchs befreit.

- (4) Wenn die Emittentin gemäß § 3(5) einen Unabhängigen Berater bestellt, dann ist § 9(3) auf den Unabhängigen Berater entsprechend anzuwenden.

#### **§ 10 (Weitere Emissionen)**

Die Emittentin kann ohne Zustimmung der Anleihegläubiger weitere Schuldverschreibungen begeben, die in jeder Hinsicht (mit Ausnahme der ersten Zinszahlung) die gleichen Bedingungen wie die Schuldverschreibungen dieser Anleihe haben und die zusammen mit den Schuldverschreibungen dieser Anleihe eine einzige Anleihe bilden.

#### **§ 11 (Bekanntmachungen)**

- (1) Alle Bekanntmachungen, die die Schuldverschreibungen betreffen, außer den in § 13 vorgesehenen Bekanntmachungen, die ausschließlich gemäß den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen ("**SchVG**") erfolgen, sind von der Emittentin im Bundesanzeiger zu veröffentlichen. Jede derartige Mitteilung gilt am dritten Kalendertag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Kalendertag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.
- (2) Alle Bekanntmachungen, die die Schuldverschreibungen betreffen, werden (solange die Schuldverschreibungen an der Luxemburger Wertpapierbörse notiert sind) auf der Internet-Seite der Luxemburger Börse unter [www.bourse.lu](http://www.bourse.lu) veröffentlicht. Für das Datum und die

specified office of any Paying Agent will promptly be given to the Holders pursuant to § 11.

- (3) Status of the Agents.

The Paying Agents and Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of contract, agency or trust for or with any of the Holders. The Paying Agents are exempt from the restrictions of § 181 of the German Civil Code (*Bürgerliches Gesetzbuch*).

- (4) If the Issuer appoints an Independent Advisor in accordance with § 3(5), § 9(3) shall apply mutatis mutandis to the Independent Advisor.

#### **§ 10 (Further Issues)**

The Issuer may from time to time, without the consent of the Holders, create and issue further Notes having the same terms and conditions as the Notes of this series in all respects (except for the first payment of interest) so as to form a single series with the Notes of this series.

#### **§ 11 (Notices)**

- (1) All notices regarding the Notes, other than any notices stipulated in § 13 which will be made exclusively pursuant to the provisions of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen, "SchVG"*), will be published in the Federal Gazette (*Bundesanzeiger*) by the Issuer. Any notice will be deemed to have been validly given on the third calendar day following the date of such publication (or, if published more than once, on the third calendar day following the date of the first such publication).
- (2) All notices regarding the Notes will be published (so long as the Notes are listed on the Luxembourg Stock Exchange) on the website of the Luxembourg Stock Exchange on [www.bourse.lu](http://www.bourse.lu). Any notice will become effective for all purposes on the date of the first such publication.

Rechtswirksamkeit sämtlicher Bekanntmachungen ist die erste Veröffentlichung maßgeblich.

- (3) Die Emittentin ist berechtigt, alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearingsystem zur Weiterleitung an die Anleihegläubiger zu übermitteln.

**§ 12  
(Ersetzung)**

- (1) Ersetzung.

Die Emittentin (oder die Nachfolgeschuldnerin) ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen oder einer anderen Zahlung aus den Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Anleihegläubiger jede Gesellschaft, deren stimmberechtigte Gesellschaftsanteile zu mehr als 90% direkt oder indirekt von der Emittentin gehalten werden und deren Geschäftszweck in der Aufnahme von Mitteln für die Refinanzierung von verbundenen Unternehmen besteht und die keine wesentlichen operativen Vermögenswerte hält oder Anteile an operativen Gesellschaften der Emittentin oder deren Tochtergesellschaften hält, an Stelle der Emittentin als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:

- (i) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (ii) die Nachfolgeschuldnerin alle erforderlichen behördlichen Genehmigungen erhalten hat und berechtigt ist, an die Hauptzahlstelle die zur Erfüllung der Zahlungsverpflichtungen auf die Schuldverschreibungen zu zahlenden Beträge in Euro zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;
- (iii) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Anleihegläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger infolge der Ersetzung auferlegt werden;

- (3) The Issuer will be entitled to deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders.

**§ 12  
(Substitution)**

- (1) Substitution.

The Issuer (or the Substitute Debtor) may, without the consent of the Holders, if no payment of principal or of interest or any other amount in respect of the Notes is in default, at any time substitute for the Issuer any company of which more than 90 per cent of the voting shares or other equity interests are directly or indirectly owned by the Issuer and which has the corporate function of raising financing and passing it on to affiliates and which holds no significant operating assets or has any ownership in the operating companies of the Issuer or its Subsidiaries as principal debtor in respect of all obligations arising from or in connection with the Notes (the "**Substitute Debtor**") provided that:

- (i) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (ii) the Substitute Debtor has obtained all necessary governmental authorisations and may transfer to the Principal Paying Agent in Euro and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (iii) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder as a result of such substitution;



- (iv) die Emittentin unwiderruflich und unbedingt gegenüber den Anleihegläubiger die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zu zahlenden Beträge auf nachrangiger Basis garantiert;
- (v) aufgrund der Ersetzung kein Ereignis eintreten würde, welches die Nachfolgeschuldnerin dazu berechtigen würde, die Schuldverschreibung gemäß § 5(4) zu kündigen und zurückzuzahlen; und
- (vi) der Hauptzahlstelle jeweils ein oder mehrere Rechtsgutachten bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt werden, das bestätigt bzw. die bestätigen, dass die Bestimmungen in diesem § 12(1) erfüllt wurden.

(2) Bezugnahmen.

Im Fall einer Schuldnerersetzung gemäß § 12(1) gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin als eine solche auf die Nachfolgeschuldnerin und jede Bezugnahme auf die Bundesrepublik Deutschland als eine solche auf den Staat (die Staaten), in welchem die Nachfolgeschuldnerin steuerlich ansässig ist. Klarstellend sei erwähnt, dass dies nur gilt, soweit sich nicht aus Sinn und Zweck der jeweiligen Bedingung ergibt, dass die Bezugnahme entweder weiterhin nur auf die EnBW Energie Baden-Württemberg AG erfolgen soll (also insbesondere im Hinblick auf Abschnitt (i) der Definition des Begriffs Obligatorisches Nachzahlungsereignis und das Ratingagenturereignis), oder dass die Bezugnahme auf die Nachfolgeschuldnerin und gleichzeitig auch auf die EnBW Energie Baden-Württemberg AG, im Hinblick auf deren Verpflichtungen aus der Garantie gemäß § 12(1)(iv), erfolgen soll (Gross-up-Ereignis, Steuerereignis und § 7).

(3) Bekanntmachung und Wirksamwerden der Ersetzung.

Die Ersetzung der Emittentin ist gemäß § 11 bekannt zu machen. Mit der Bekanntmachung der Ersetzung wird die Ersetzung wirksam und die Emittentin und im Falle einer wiederholten Anwendung dieses § 12 jede frühere Nachfolgeschuldnerin von ihren

- (iv) the Issuer irrevocably and unconditionally guarantees on a subordinated basis in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes;
- (v) no event would occur as a result of the substitution that would give rise to the right of the Substitute Debtor to call the Notes for redemption pursuant to § 5(4); and
- (vi) there will have been delivered to the Principal Paying Agent an opinion or opinions with respect to the relevant jurisdictions of lawyers of recognised standing to the effect that the provisions of this § 12(1) above have been satisfied.

(2) References.

In the event of a substitution pursuant to § 12(1), any reference in these Terms and Conditions to the Issuer will be a reference to the Substitute Debtor and any reference to the Federal Republic of Germany will be a reference to the Substitute Debtor's country (countries) of domicile for tax purposes. For the avoidance of doubt this will apply only to the extent that the meaning and purpose of the relevant condition requires that the relevant reference will continue to be a reference only to EnBW Energie Baden-Württemberg AG (i.e. in particular in relation to limb (i) of the definition of the term Compulsory Settlement Event and the Rating Agency Event), or that the reference will be to the Substitute Debtor and EnBW Energie Baden-Württemberg AG, in relation to EnBW Energie Baden-Württemberg AG's obligations under the guarantee pursuant to § 12(1)(iv), at the same time (Gross-up Event, Tax Event and § 7).

(3) Notice and Effectiveness of Substitution.

Notice of any substitution of the Issuer will be given by publication in accordance with § 11. Upon such publication, the substitution will become effective, and the Issuer and in the event of a repeated application of this § 12, any previous Substitute

sämtlichen Verbindlichkeiten aus den Schuldverschreibungen frei.

Debtor will be discharged from any and all obligations under the Notes.

### § 13

#### (Änderung der Anleihebedingungen durch Beschluss der Anleihegläubiger; Gemeinsamer Vertreter)

- (1) Die Emittentin kann mit den Anleihegläubigern Änderungen der Anleihebedingungen oder sonstige Maßnahmen durch Mehrheitsbeschluss der Anleihegläubiger nach Maßgabe der §§ 5 ff. SchVG in seiner jeweils geltenden Fassung beschließen. Die Anleihegläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Absatz 3 SchVG vorgesehenen Maßnahmen mit den in dem nachstehenden § 13(2) genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Anleihegläubiger gleichermaßen verbindlich.
- (2) Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit, beschließen die Anleihegläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen, insbesondere in den Fällen des § 5 Absatz 3 Nummer 1 bis 9 SchVG, geändert wird, bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75% der an der Abstimmung teilnehmenden Stimmrechte (eine "**Qualifizierte Mehrheit**").
- (3) Die Anleihegläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und § 5 ff. SchVG fassen.
- (4) Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens an dem dritten Tag vor der Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 14(4) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden

### § 13

#### (Amendments to the Terms and Conditions by resolution of the Holders; Joint Representative)

- (1) The Issuer may agree with the Holders on amendments to the Terms and Conditions or on other matters by virtue of a majority resolution of the Holders pursuant to § 5 et seqq. SchVG, as amended. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under § 5(3) of the SchVG by resolutions passed by such majority of the votes of the Holders as stated under § 13(2) below. A duly passed majority resolution will be binding equally upon all Holders.
- (2) Except as provided by the following sentence and provided that the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of § 5(3) numbers 1 through 9 of the SchVG, may only be passed by a majority of at least 75 per cent. of the voting rights participating in the vote (a "**Qualified Majority**").
- (3) The Holders can pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with § 5 et seqq. of the SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with § 18 and § 5 et seqq. of the SchVG.
- (4) Attendance at the meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 14(4) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and

- Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.
- (5) Bei einer Abstimmung ohne Versammlung müssen die Anleihegläubiger zusammen mit der Stimmabgabe ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 14(4) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.
- (6) Wird für die Gläubigerversammlung gemäß § 13(4) oder die Abstimmung ohne Versammlung gemäß § 13(5) die mangelnde Beschlussfähigkeit festgestellt, kann – im Falle der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im Sinne von § 15 Abs. 3 Satz 2 SchVG und – im Falle der Abstimmung ohne Versammlung – der Abstimmungsleiter eine zweite Versammlung im Sinne von § 15 Abs. 3 Satz 3 SchVG einberufen. Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Für die Anmeldung der Anleihegläubiger zu einer zweiten Versammlung gelten die Bestimmungen des § 13(4) entsprechend.
- (7) Die Anleihegläubiger können durch Mehrheitsbeschluss die Bestellung oder Abberufung eines gemeinsamen Vertreters (der "**Gemeinsame Vertreter**"), die Aufgaben und Befugnisse des Gemeinsamen Vertreters, die Übertragung von Rechten der Anleihegläubiger auf den Gemeinsamen Vertreter und eine Beschränkung der Haftung des Gemeinsamen Vertreters bestimmen. Die Bestellung eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn er ermächtigt werden soll, Änderungen des wesentlichen Inhalts der Anleihebedingungen oder sonstigen wesentlichen Maßnahmen gemäß § 13(2) zuzustimmen.
- (8) Bekanntmachungen betreffend diesen § 13 erfolgen gemäß den §§ 5ff. SchVG sowie nach § 11.
- including the day such registration has been sent until and including the stated end of the meeting.
- (5) In the event of a vote without a meeting, Holders must, together with casting their votes, demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 14(4) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the day the voting period ends.
- (6) If it is ascertained that no quorum exists for the meeting pursuant to § 13(4) or the vote without a meeting pursuant to § 13(5), in case of a meeting the chairman (*Vorsitzender*) may convene a second meeting in accordance with § 15 paragraph 3 sentence 2 of the SchVG or in case of a vote without a meeting the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of § 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second meeting and exercise of voting rights is subject to the Holders' registration. The provisions set out in § 13(4) will apply *mutatis mutandis* to the Holders' registration for a second meeting.
- (7) The Holders may by majority resolution provide for the appointment or dismissal of a holders' representative (the "**Holders' Representative**"), the duties and responsibilities and the powers of such Holders' Representative, the transfer of the rights of the Holders to the Holders' Representative and a limitation of liability of the Holders' Representative. Appointment of a Holders' Representative may only be passed by a Qualified Majority if such Holders' Representative is to be authorised to consent, in accordance with § 13(2) hereof, to a material change in the substance of the Terms and Conditions or other material matters.
- (8) Any notices concerning this § 13 will be made in accordance with § 5 et seq. of the SchVG and § 11.

- (9) Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen gelten entsprechend für die Bestimmungen einer etwaigen Garantie gemäß § 12(1)(iv).

**§ 14**  
**(Schlussbestimmungen)**

- (1) Anzuwendendes Recht.
- Form und Inhalt der Schuldverschreibungen bestimmen sich nach dem Recht der Bundesrepublik Deutschland.
- (2) Gerichtsstand.
- Vorbehaltlich eines zwingend vorgeschriebenen Gerichtsstands für bestimmte Verfahren nach dem SchVG ist Frankfurt am Main nicht ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten. Die Emittentin verzichtet unwiderruflich darauf, gegenwärtig oder zukünftig gegen die Gerichte in Frankfurt am Main als Forum für Rechtsstreitigkeiten Einwände zu erheben, und verpflichtet sich, keines der Gerichte in Frankfurt am Main als ungelegenes oder unangemessenes Forum zu bezeichnen.
- (3) Erfüllungsort.
- Erfüllungsort ist Frankfurt am Main, Bundesrepublik Deutschland.
- (4) Geltendmachung von Rechten.
- Jeder Anleihegläubiger ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Anleihegläubiger und die Emittentin Partei sind, seine Rechte aus den Schuldverschreibungen im eigenen Namen geltend zu machen gegen Vorlage:
- (i) einer Bescheinigung der Depotbank, die (A) den vollen Namen und die volle Anschrift des Anleihegläubigers bezeichnet, (B) den Gesamtnennbetrag von Schuldverschreibungen angibt, die am Ausstellungstag dieser Bescheinigung den bei dieser Depotbank bestehenden Depots dieses Anleihegläubigers gutgeschrieben sind und (C) bestätigt, dass die Depotbank dem Clearingsystem und der Hauptzahlstelle

- (9) The provisions set out above applicable to the Notes will apply mutatis mutandis to any guarantee granted pursuant to § 12(1)(iv).

**§ 14**  
**(Final Provisions)**

- (1) Applicable Law.
- The Notes are governed by, and construed in accordance with, the laws of the Federal Republic of Germany.
- (2) Place of Jurisdiction.
- Subject to any mandatory jurisdiction for specific proceedings under the SchVG, the non-exclusive place of jurisdiction for all proceedings arising from matters provided for in these Terms and Conditions will be Frankfurt am Main. The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of Frankfurt am Main being nominated as the forum to hear and determine any proceedings and to settle any disputes and agrees not to claim that any of those courts is not a convenient or appropriate forum.
- (3) Place of Performance.
- Place of performance will be Frankfurt am Main, Federal Republic of Germany.
- (4) Enforcement of Rights.
- Any Holder may in any proceedings against the Issuer or to which the Holder and the Issuer are parties protect and enforce in his own name his rights arising under the Notes on the basis of:
- (i) a certificate issued by his Custodian (A) stating the full name and address of the Holder, (B) specifying an aggregate principal amount of Notes credited on the date of such statement to such Holder's securities account(s) maintained with his Custodian and (C) confirming that his Custodian has given a written notice to the Clearing System and the Principal Paying Agent containing the information specified in (A) and (B) and

eine schriftliche Mitteilung gemacht hat, die die Angaben gemäß (A) und (B) enthält und Bestätigungsvermerke des Clearingsystems sowie des betroffenen Kontoinhabers bei dem Clearingsystem trägt sowie

- (ii) einer von einem Vertretungsberechtigten des Clearingsystems oder der Hauptzahlstelle bestätigten Ablichtung der Globalurkunde; oder
- (iii) eines anderen, in Rechtsstreitigkeiten in dem Land der Geltendmachung zulässigen Beweismittels.

**"Depotbank"** bezeichnet ein Bank- oder sonstiges Finanzinstitut, bei dem der Anleihegläubiger Schuldverschreibungen im Depot verwahren lässt und das ein Konto bei dem Clearingsystem hat, einschließlich des Clearingsystems.

#### **§ 15 (Sprache)**

Diese Anleihebedingungen sind in deutscher Sprache abgefasst und mit einer Übersetzung in die englische Sprache versehen. Der deutsche Wortlaut ist allein rechtsverbindlich. Die englische Übersetzung dient nur zur Information.

bearing acknowledgements of the Clearing System and the relevant account holder in the Clearing System and

- (ii) a copy of the Global Note relating to the Notes, certified as being a true copy by a duly authorised officer of the Clearing System or the Principal Paying Agent; or
- (iii) any other means of evidence permitted in legal proceedings in the country of enforcement.

**"Custodian"** means any bank or other financial institution with which the Holder maintains a securities account in respect of any Notes and having an account maintained with the Clearing System, including the Clearing System.

#### **§ 15 (Language)**

These Terms and Conditions are written in the German language and provided with an English language translation. The German text will be the only legally binding version. The English language translation is provided for convenience only.

### **The following paragraphs in italics do not form part of the Terms and Conditions.**

*Restrictions regarding redemption and repurchase of the Notes*

*Unless*

- (a) *the "stand alone credit profile" (or such similar nomenclature then used by S&P) assigned by S&P to the Issuer is at least equal to the "stand alone credit profile" on the date of the most recent additional hybrid security issuance (excluding any refinancing) and the Issuer is of the view that such rating would not fall below this level as a result of such redemption or repurchase; or*
- (b) *the Notes are not assigned any category (not even minimal) of "equity credit" (or such similar nomenclature then used by S&P) at the time of such redemption or repurchase; or*
- (c) *in the case of a repurchase, such repurchase is in an amount necessary to allow the Issuer's aggregate principal amount of hybrid capital remaining outstanding after such repurchase to remain at or below the maximum aggregate principal amount of hybrid capital to which S&P would assign equity content under its prevailing methodology,*

*the Issuer intends (without thereby assuming a legal obligation), during the period from and including the Interest Commencement Date of the Notes to but excluding the Second Modified Reset Date, in the event of:*

- (x) *an early redemption of the Notes pursuant to § 5(3) of the Terms and Conditions, or*
- (y) *a repurchase of Notes pursuant to § 5(2) of the Terms and Conditions,*

*to redeem or repurchase any Notes only to the extent that such part of the aggregate principal amount of the Notes to be redeemed or repurchased which was assigned an S&P equity credit (or such similar nomenclature then used by S&P) at the time of their issuance (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Notes) does not exceed such part of the net proceeds which is received by the Issuer or any Subsidiary from the sale or issuance by the Issuer or any Subsidiary to third party purchasers (other than Subsidiaries of the Issuer) of securities with at least equivalent S&P "equity credit" assigned at the time of sale or issuance (the "**Replacement**"). Provided that the repurchase pursuant to (y) above has no materially negative effect on the Issuer's credit profile, the Replacement is intended only in respect of a repurchase of more than (i) 10 per cent. of the aggregate principal amount of the Issuer's outstanding hybrid securities, in any period of 12 consecutive months or (ii) 25 per cent. of the aggregate principal amount of the Issuer's outstanding hybrid securities, in any period of 10 consecutive years.*

*Terms used but not defined in the preceding sentence shall have the meaning set out in the Terms and Conditions.*

## USE OF PROCEEDS

The net proceeds from the issue and sale of the Notes will amount to approximately EUR 494,750,000.

An amount equivalent to the net proceeds of the Notes will be used exclusively to finance Eligible Green Projects (as defined below) in accordance with the Issuer's Green Financing Framework.

Until the maturity of the Notes, in case of divestment or cancellation of an allocated Eligible Green Project, or if an allocated project no longer meets the eligibility criteria, the Issuer commits to reallocate the proceeds to other Eligible Green Projects depending on availability.

"**Eligible Green Projects**" include projects or assets in the following eligible categories:

Renewable energy projects:

- onshore wind energy generation
- offshore wind energy generation
- solar (photovoltaic) energy generation

Energy efficiency projects:

- smart meters
- clean transportation projects: e-mobility infrastructure (charging stations)

EnBW intends to fully allocate the proceeds within 24 months after the issuance date of the Notes. Until full allocation, proceeds will be managed as described in the Issuer's Green Financing Framework. Unallocated proceeds will be held in any form of cash, bank deposit or other form of available current financial assets.

The Green Financing Framework of EnBW is backed by two layers of external reviews to ensure maximum transparency and certainty for investors:

*Layer one (Second Party Opinion by ISS ESG):* The Issuer has commissioned ISS ESG to obtain an external review of its Green Financing Framework. ISS ESG has issued a second opinion confirming the alignment of the Issuer's Green Financing Framework with the ICMA Green Bond and/or LMA Green Loan Principles and the framework's strong environmental credentials. Prior to issuance of each instrument, the Issuer will disclose for which projects or assets proceeds are to be used.

*Layer two (CBI Verification):* The Issuer has received a pre-issuance certification and intends to receive a post-issuance certification by the Climate Bond Initiative (CBI). In case a reallocation of proceeds will be necessary, the Issuer will request an additional external review.

The Issuer annually publishes a separate Green Bond Impact Report next to its regular Integrated Annual Report.

The Green Bond Impact Report as well as the Green Financing Framework are publicly available on the Issuer's website (<https://www.enbw.com/company/investors/bonds/green-bonds.html>).

## DESCRIPTION OF THE ISSUER AND THE GROUP

### General Information about EnBW Energie Baden-Württemberg AG

EnBW Energie Baden-Württemberg AG (hereinafter also referred to as "**EnBW AG**" and together with its consolidated subsidiaries, "**EnBW**" or the "**EnBW Group**") is a stock corporation (*Aktiengesellschaft*) organised and operated under the laws of Germany, and was formed on 1 January 1997 for an indefinite period of time from the merger of Energie-Versorgung Schwaben AG and Badenwerk AG, two integrated groups based in Baden-Württemberg. The predecessor of Badenwerk AG was Badische Elektrizitätsversorgungs AG, founded in 1921. Energie-Versorgung Schwaben was founded in 1939 as a public utility for the state of Württemberg. In 1973, private shareholders were brought into Badenwerk AG by way of a capital increase and the company was admitted to the stock exchange. The listing on the stock exchange was maintained following the merger of Badenwerk AG and Energie-Versorgung Schwaben AG. EnBW AG is listed on the regulated market, both on the Frankfurt Stock Exchange (General Standard) and on the Stuttgart Stock Exchange.

EnBW AG has its registered office at Durlacher Allee 93, 76131 Karlsruhe, Germany (tel. +49 (0)721 6300). It is registered with the commercial register at the Mannheim local court under the number HRB 107956 and the name "EnBW Energie Baden-Württemberg AG". It also trades under the commercial name "EnBW". The Legal Entity Identifier (LEI) of EnBW AG is 529900JSFZ4TS59HKD79.

The website of the EnBW AG is <https://www.enbw.com>. The information on the website does not form part of this Prospectus unless that information is incorporated by reference into this Prospectus.

### Alternative Performance Measures (APM)

This Prospectus contains non-IFRS measures and ratios, including those listed below, which are not required by, or presented in accordance with, IFRS as adopted by the EU or the accounting standards of any other jurisdiction. The non-IFRS measures may not be comparable to other similarly titled measures of other companies and should be considered together with the Issuer's IFRS results. Non-IFRS measures and ratios are not measurements of the Issuer's operating performance or liabilities under IFRS as adopted by the EU and investors should bear this in mind when considering non-IFRS measures as alternatives to operating profit or profit for the year or other performance measures derived in accordance with IFRS as adopted by the EU or any other generally accepted accounting principles, or as alternatives to cash flow from operating, investing or financing activities or to liabilities. Investors should rely on the Issuer's IFRS results, supplemented by its non-IFRS measures, to evaluate the Issuer's performance.

The Issuer presents non-IFRS measures to measure operating performance, the level of net debt and as a basis for its strategic planning and forecasting, as well as monitoring the retained cash flows. The Issuer also believes that non-IFRS measures and similar measures are widely used by certain investors, securities analysts and other interested parties as supplemental measures of operating performance and financial standing. The Issuer's non-IFRS measures are defined as follows:

The "**Adjusted EBITDA**" describes operational earnings figures (earnings before interest, tax, depreciation and amortization) that are adjusted for items related to non-operating effects ("**Non-Operating EBITDA**"). These effects include effects that cannot be predicted or cannot be directly influenced by EnBW.

<i>Adjusted EBITDA</i>	Quarter ended 31 March		Financial year ended 31 December	
	2020	2019	2019	2018
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>		<i>(audited)</i>	
<b>EBITDA</b>	768.5	707.9	2,245.2	2,089.6
Less / plus non-operating EBITDA	176.3	76.0	187.3	67.9
<b>Adjusted EBITDA</b>	<b>944.8</b>	<b>783.9</b>	<b>2,432.5</b>	<b>2,157.5</b>



<i>Non-Operating EBITDA</i> <sup>1</sup>	Quarter ended 31 March		Financial year ended 31 December	
	2020	2019	2019	2018
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>		<i>(audited)</i>	
Income/expenses relating to nuclear power	14.3	-7.1	-61.9	-132.1
Income from the reversal of other provisions	-	-	48.2	11.8
Result from disposals of assets	1.1	1.7	18.4	89.0
Reversals of/additions to the provisions for onerous contracts relating to electricity procurement agreements	-3.0	0.0	-54.8	39.2
Income from reversals of impairment losses	-	-	4.5	22.1
Restructuring	-5.9	-6.1	-41.0	-49.1
Valuation effects	-115.6	-61.0	-	-
Other non-operating result	-67.2	-3.5	-100.7	-48.8
<b>Non-operating EBITDA</b>	<b>-176.3</b>	<b>-76.0</b>	<b>-187.3</b>	<b>-67.9</b>

1) Figures for Q1 2019 have been restated.

"**Net (cash) investment**": Cash-relevant net investment describes the overall cash-relevant investment less the overall cash-relevant divestitures in the relevant financial year.

<i>Net (cash) investment</i> <sup>1,2</sup>	Quarter ended 31 March		Financial year ended 31 December	
	2020	2019	2019	2018
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>			
Investments in growth projects <sup>3,4</sup>	219.0	257.8	2,807.3	1,340.4
Investments in existing projects	81.4	78.2	507.9	446.0
<b>Total investments</b>	<b>300.4</b>	<b>336.0</b>	<b>3,315.2</b>	<b>1,786.4</b>
Divestitures <sup>5</sup>	-24.5	-3.4	-471.3	-371.3
Participation models	-29.9	-21.8	-74.2	51.9
Disposal of long-term loans	-0.2	-0.1	-0.7	-3.6
Other disposals and subsidiaries	-29.3	-33.8	-140.5	-163.4
<b>Total divestitures</b>	<b>-83.9</b>	<b>-59.1</b>	<b>-686.7</b>	<b>-486.4</b>
<b>Net (cash) investment</b>	<b>216.5</b>	<b>276.9</b>	<b>2,628.5</b>	<b>1,300.0</b>

1) Figures for previous periods have been restated.

2) Excluding investments held as financial assets.

3) Does not include cash and cash equivalents acquired with the acquisition of fully consolidated companies. These amounted to €77.8 million in the reporting period 2019 and €0.4 million in 2018 (2017: €0.0 million).

4) In 2018, this includes cash and cash equivalents of €51.0 million relinquished with sale of the shares in EnBW Hohe See GmbH & Co. KG and cash and cash equivalents of €6.8 million relinquished with sale of the shares in EnBW Albatros GmbH & Co. KG, because they will be used for future investments for the realisation of both offshore wind farms.

5) Does not include cash and cash equivalents relinquished with the sale of fully consolidated companies. These amounted to €40.2 million in the reporting period 2019 and €61.5 million in 2018 (2017: €57.8 million).

"**Adjusted EBIT**" is the Earnings after depreciation and amortization but before interest and taxes (EBIT) Less impairment losses and the non-operating EBITDA.

<i>Adjusted EBIT</i>	<b>Quarter ended 31 March</b>		<b>Financial year ended 31 December</b>	
	<b>2020</b>	<b>2019</b>	<b>2019</b>	<b>2018</b>
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>		<i>(audited)</i>	
<b>EBIT</b>	<b>449.4</b>	<b>360.7</b>	<b>596.7</b>	<b>875.8</b>
Less impairment losses	0.0	-0.2	160.7	13.8
Less / plus non-operating EBITDA	176.3	76.2	187.3	67.9
<b>Adjusted EBIT</b>	<b>625.7</b>	<b>436.9</b>	<b>944.7</b>	<b>957.5</b>

"**Funds from operations (FFO)**" are the cash relevant earnings from operating activities that are available to the company for investments, the distribution of dividends and the repayment of debt. This figure gives an estimate of the cash generated from the Group's core activities.

<i>Funds from operations (FFO)</i>	<b>Quarter ended 31 March</b>		<b>Financial year ended 31 December</b>	
	<b>2020</b>	<b>2019</b>	<b>2019</b>	<b>2018</b>
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>		<i>(audited unless otherwise indicated)</i>	
<b>EBITDA</b>	<b>768.5</b>	<b>707.9</b>	<b>2,245.2</b>	<b>2,089.6</b>
Changes in provisions	-112.0	-100.8	-416.0	-394.6
Non-cash-relevant expenses/income *	119.5	72.5	46.3	-116.0
Income tax paid/received	-37.5	-170.1	-409.1	-270.7
Interest and dividends received *	60.2	68.7	286.5	284.6
Interest paid for financing activities	-35.1	-27.0	-214.9	-247.0
Dedicated financial assets contribution	14.7	-8.2	19.2	-34.0
<b>Funds from operations (FFO) *</b>	<b>778.3</b>	<b>543.0</b>	<b>1,557.2</b>	<b>1,311.9</b>

\*) unaudited

"**Internal financing capability**" describes the adjusted retained cash flow in relation to adjusted net (cash) investment and is an indicator for the Group's ability to finance its operating business from internal sources. After covering ongoing costs and dividend payments, "**retained cash flow (RCF)**" measures cash flow available to the company for investment activities without the need to raise additional debt. The "**adjusted retained cash flow**" is the retained cash flow adjusted for effects from the reimbursement of the nuclear fuel rod tax.

<i>Retained cash flow / Adjusted retained cash flow</i>	<b>Quarter ended 31 March</b>		<b>Financial year ended 31 December</b>	
	<b>2020</b>	<b>2019</b>	<b>2019</b>	<b>2018</b>
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>		<i>(audited unless otherwise indicated)</i>	
<b>Funds from operations (FFO)*</b>	<b>778.3</b>	<b>534.0</b>	<b>1,557.2</b>	<b>1,311.9</b>
Dividends paid	0.0	-6.8	-316.5	-312.8
<b>Retained cash flow*</b>	<b>778.3</b>	<b>536.2</b>	<b>1,240.7</b>	<b>999.1</b>
+/- effects from the reimbursement of the nuclear fuel rod tax*	60.0	61.3	245.0	200.0
<b>Adjusted retained cash flow</b>	<b>838.3</b>	<b>597.5</b>	<b>1,485.7</b>	<b>1,199.1</b>

\*) unaudited

<i>Internal financing capability</i> <sup>1</sup>	Quarter ended 31 March		Financial year ended 31 December	
	2020	2019	2019	2018
	<i>(unaudited)</i>		<i>(audited, unless otherwise indicated)</i>	
Adjusted retained cash flow in € million	838.3	597.5	1,485.7	1,199.1
Adjusted net (cash) investment* in € million	-	-	1,797.9	1,300.0
<b>Internal financing capability in %</b>	-	-	<b>82.6</b>	<b>92.2</b>

\*) unaudited

1) Figures for 2018 have been restated.

"**Net financial debt**" comprises financial liabilities (including bonds, liabilities to banks and financial lease obligations) less cash and cash equivalents and financial assets that are available to the company's operating business. Financial liabilities are adjusted for valuation effects from interest-induced hedging transactions and for the equity credit of outstanding hybrid bonds.

<i>Net financial debt</i>	Quarter ended 31 March		Financial year ended 31 December	
	2020	2019	2019	2018
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>		<i>(audited unless otherwise indicated)</i>	
Cash and cash equivalents available to the operating business *	-1,390.6	-2,057.5	-1,127.7	-1,954.0
Current financial assets available to the operating business *	-182.2	-132.8	-139.7	-200.6
Bonds*	6,194.0	4,847.0	5,702.7	4,869.4
Liabilities to banks*	2,134.9	1,822.8	2,021.7	1,482.8
Other financial liabilities	469.1	502.4	466.4	644.0
Lease liabilities*	695.6	584.1	699.6	0.0
Valuation effects from interest-induced hedging transactions*	-63.6	-78.8	-85.4	-88.8
Restatement of 50 % of the nominal amount of the hybrid bonds <sup>1</sup> *	-1,496.3	-996.3	-1,496.3	-996.3
Other *	-22.3	-14.3	-19.7	-18.1
<b>Net financial debt *</b>	<b>6,338.6</b>	<b>4,476.6</b>	<b>6,021.6</b>	<b>3,738.4</b>

\*) unaudited.

1) The structural characteristics of EnBW's hybrid bonds meet the criteria for half of the bond to be classified as equity, and half as debt, by the rating agencies Moody's and S&P.

"**Net debt relating to pension and nuclear obligations**" comprises the provisions for pensions and similar obligations and provisions relating to nuclear power. These provisions are netted against receivables relating to the dismantling of nuclear power plants and the dedicated financial assets.

<i>Net debt relating to pension and nuclear obligations</i>	<b>Quarter ended 31 March</b>		<b>Financial year ended 31 December</b>	
	<b>2020</b>	<b>2019</b>	<b>2019</b>	<b>2018</b>
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>		<i>(audited unless otherwise indicated)</i>	
Provisions for pensions and similar obligations <sup>1</sup>	7,780.9	6,834.5	7,655.3	6,550.9
Provisions relating to nuclear power *	5,741.8	5,911.8	5,864.6	5,848.2
Liabilities relating to nuclear power *	-	63.3	0.0	63.3
Receivables relating to nuclear obligations*	-353.9	-332.3	-360.4	-334.4
<b>Net pension and nuclear obligations *</b>	<b>13,168.8</b>	<b>12,477.3</b>	<b>13,159.5</b>	<b>12,128.0</b>
Long-term securities and loans to cover the pension and nuclear obligations <sup>2</sup> *	-4,475.7	-5,146.2	-5,517.7	-4,864.4
Cash and cash equivalents to cover the pension and nuclear obligations *	-330.8	-400.7	-236.1	-295.4
Current financial assets to cover the pension and nuclear obligations *	-207.1	-350.3	-299.4	-569.1
Surplus cover from benefit entitlements *	-298.5	-176.5	-251.5	-208.8
Long-term securities to cover the pension and nuclear obligations directly associated with assets classified as held for sale *	-480.4	-291.9	0.0	-298.9
Other *	-48.3	-22.1	-24.0	-43.2
<b>Dedicated financial assets*</b>	<b>-5,840.8</b>	<b>-6,387.7</b>	<b>-6,328.7</b>	<b>-6,279.8</b>
<b>Net debt relating to pension and nuclear obligations *</b>	<b>7,328.0</b>	<b>6,089.6</b>	<b>6,830.8</b>	<b>5,848.2</b>

\*) unaudited

1) Figures for 2019/2018: Less the market value of the plan assets of €974.3 million in 2019 and €987.8 million in 2018; figures for Q1 2020: Less the market value of the plan assets (excluding the surplus cover from benefit entitlements) of €971.2 million (31 / 12 / 2019: €974.3 million).

2) Includes equity investments held as financial assets.

"Net debt" comprises net financial debt and the net debt relating to pension and nuclear obligations.

<i>Net debt</i>	<b>Quarter ended 31 March</b>		<b>Financial year ended 31 December</b>	
	<b>2020</b>	<b>2019</b>	<b>2019</b>	<b>2018</b>
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>		<i>(audited unless otherwise indicated)</i>	
Net financial debt *	6,338.6	4,476.6	6,021.6	3,738.4
Net debt relating to pension and nuclear obligations *	7,328.0	6,089.6	6,830.8	5,848.2
<b>Net debt</b>	<b>13,666.6</b>	<b>10,566.2</b>	<b>12,852.4</b>	<b>9,586.6</b>

\*) unaudited

"Adjusted Group Net Profit" is defined as Group net profit/loss attributable to the shareholders of EnBW AG adjusted for items related to non-operating effects ("non-operating Group net profit/loss attributable to the shareholders of EnBW AG"). These items include effects that cannot be predicted or cannot be directly influenced by EnBW.

<i>Adjusted Group Net Profit / Loss attributable to the shareholders of EnBW AG</i>	<b>Quarter ended 31 March</b>		<b>Financial year ended 31 December</b>	
	<b>2020</b>	<b>2019</b>	<b>2019</b>	<b>2018</b>
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>		<i>(audited unless otherwise indicated)</i>	
Group net profit/loss attributable to the shareholders of EnBW AG	-10.4	273.8	734.2	334.2
Less / Plus / non-operating Group net profit/loss attributable to the shareholders of EnBW AG *	88.0	96.0	52.6	104.1
Adjusted Group net profit/loss attributable to the shareholders of EnBW AG *	77.6	369.8	786.8	438.3

\*) unaudited

### **Business overview – main activities**

As an integrated power and gas company, the EnBW Group operates along the entire energy industry value chain, offering an extensive portfolio of services. In total, EnBW supplies and advises around 5.5 million customers group-wide. EnBW's vertically integrated activities are subdivided into four segments: sales, grids, renewable energies and generation and trading. The grids segment comprises stages along the value chain entailing the transmission and distribution of electricity and gas, the provision of grid-related services, e.g. the operation of grids for third parties, and the supply of water. Its subsidiary TransnetBW is one of four companies in Germany to operate the electricity transmission grid. It is run under an ITO (independent transmission grid operator)-licence. Activities in the area of power generation from renewable energy sources are combined under the renewable energies segment. The generation and trading segment includes electricity generation from other sources, storage of gas, the trading of gas and electricity, the provision of system services for the operators of transmission grids, the operation of reserve power plants, the gas midstream business, district heating, environmental services and the dismantling of power plants. In the fiscal year 2019, unit sales of electricity came to 153 billion kWh (2018: 137 billion kWh). For gas, sales of EnBW Group amounted to 297 billion kWh (2018: 329 billion kWh). Both excluding sales from the grids segment as they are no longer disclosed because Independent Transmission Operators (ITO) no longer report their data (primarily throughput volumes from the German Renewable Energies Act (EEG)).

### **Business overview – markets and customer base**

The EnBW Group's home market is Baden-Württemberg, where the group is active along the entire energy industry value chain and considers itself to be a market leader. In the process, EnBW is supported by a series of important subsidiaries: Netze BW GmbH is responsible for the planning, construction and operation of distribution grids. EnBW Kommunale Beteiligungen GmbH cooperates with more than 40 municipal utilities and regional suppliers in the provision of energy and water. As an ITO, TransnetBW GmbH is responsible for transporting electricity and for the sale of feed-ins from renewable energies. ZEAG Energie AG, in which EnBW is the majority shareholder, is primarily active as an energy supplier in the Heilbronn region. EnBW Ostwürttemberg DonauRies AG sells electricity and gas in the Ostwürttemberg region and the Donau-Ries region of Bavaria. terranets bw GmbH, another ITO, operates a transmission grid for natural gas as well as high pressure gas plants in Baden-Württemberg. GasVersorgung Süddeutschland GmbH delivers natural gas to municipal utilities, regional gas suppliers, industrial customers and power plants. Additionally, Erdgas Südwest GmbH supplies the EnBW municipal utilities in northern Baden, upper Swabia, the Swabian Alb region and the western part of Lake Constance. The operation, post-operation, decommissioning and dismantling of EnBW's nuclear power plants is handled by EnBW's subsidiary EnBW Kernkraft GmbH.

EnBW operates throughout Germany and in Europe. Customers all over Germany are supplied through EnBW's subsidiaries Yello Strom GmbH and Sales & Solutions GmbH. Energiedienst Holding AG, in which EnBW is a majority shareholder, supplies customers in South Baden and Switzerland. Stadtwerke Düsseldorf AG, a further company in which EnBW holds a majority stake, supplies customers in Düsseldorf, the capital of North Rhine-Westphalia. VNG-Verbundnetz Gas in which EnBW holds a majority share, is based in Leipzig. It is a horizontally and vertically integrated

corporate group in the European gas industry with more than 20 subsidiaries in eight countries. EnBW Baltic 1 GmbH & Co. KG, EnBW Baltic 2 S.C.S. and EnBW Hohe See GmbH & Co. KG contribute to the generation of electricity from renewable energy sources with their wind farms in the Baltic and Northern Sea. A shareholding in Pražská energetika a.s., the third-largest electricity supply company in the Czech Republic, means that EnBW is also active on the Czech market. EnBW participates in the growth market of Turkey through its joint venture with the Borusan Group. In the area of Renewable energies, EnBW is following a strategy of selected internationalisation. EnBW established a subsidiary in Sweden, EnBW Sverige and operated several other offices in France, Taiwan and the USA.

The approximately 5.5 million customers to whom EnBW supplies energy, energy solutions and energy industry services are assigned to two customer groups: the B2C (business to customer) group includes private customers, commercial, housing industry and agricultural customers. The B2B (business to business) comprises large commercial enterprises, industrial customers as well as redistributors, municipal utilities, local authorities and public entities.

## Organisational Structure

EnBW is organised according to the model of an integrated company. EnBW AG is managed through business units and functional units: Core operating activities along the entire energy industry value chain are concentrated in the business units. The functional units carry out Group-wide support and governance tasks. As of 31 December 2019, the EnBW Group consisted of EnBW AG as the parent company and 192 fully consolidated companies, 22 companies accounted for using the equity method and 3 joint operations.

## Description of major operative segments of the EnBW Group

### Sales

The electricity and gas volume sold as well as key figures for this segment are shown in the table below:

#### Key figures of EnBW's Sales segment

	Financial year ended 31 December	
	2019	2018
	<i>(unaudited)</i>	
<b>Sales</b>		
Electricity (B2C/B2B)	35.3bn kWh	36.4bn kWh
Gas (B2C/B2B)	73.6bn kWh	56.3bn kWh
Number of B2C and B2B	Around 5.5 million	Around 5.5 million
<b>Key Figures</b>		
Number of Employees (31 December) <sup>1</sup>	4,394	3,718
Amount Invested <sup>1</sup>	€389.4 million	€144.2 million
Share of Group's adjusted EBITDA <sup>1</sup>	12.1%	12.4%

1) Figures for 2018 have been restated.

The Sales segment encompasses sales of electricity and gas, as well as the provision of energy industry services such as billing services, energy supply, energy saving contracting and new energy solutions. In this area, EnBW exploits its broad energy industry and process-based expertise, as well as its existing relationships with its customers. Against the background of advancing digitalisation, EnBW is optimising, amongst other things, its customer processes and expanding its digital range of products. The expansion of the quick-charging infrastructure for electromobility and its activities in the telecommunications business are part of the strategy to develop the EnBW group into a provider of smart and sustainable infrastructure.

### Grids

The electricity and gas grid lengths of the EnBW Group as well as key figures for this segment are shown in the table below:

**Key figures of Grids segment**

	<b>Financial year ended 31 December</b>	
	<b>2019</b>	<b>2018</b>
	<i>(unaudited)</i>	
<b>Grid Lengths</b>		
Electricity grid length (transmission and distribution)	144,000km	151,000km
Gas grid length (long-distance transmission and distribution)	25,000km	24,000km

**Key figures of EnBW's Grids segment**

	<b>Financial year ended 31 December</b>	
	<b>2019</b>	<b>2018</b>
	<i>(unaudited)</i>	
<b>Transmission volume</b>		
Electricity	62.4bn kWh	64.3bn kWh
Gas	34.2bn kWh	33.3bn kWh
<b>Key Figures</b>		
Number of Employees (31 December)	9,254	8,920
Amount Invested <sup>1</sup>	€1,230.9 million	€967.7 million
Share of Group's adjusted EBITDA	53.9%	54.5%

1) Figures for 2018 have been restated.

The Grids segment encompasses the transmission and distribution of electricity and gas, the provision of grid-related services and the supply of water by its grid subsidiaries. Value added in the Grids segment is based on the existing infrastructure and process know-how. Furthermore, value added is anchored in the numerous close relationships with local authorities and citizens. The grid business will be expanded further in the course of the Energiewende and will thus contribute to supply reliability. At the level of the transmission grids, this includes the construction of the two north-south connections SuedLink and ULTRANET by EnBW's subsidiary TransnetBW and its partners. Partnerships are likely to play a more important role in the distribution grid in future as EnBW's grid companies efficiently manage the customers' grid installations and facilities and prepare them to meet the new requirements.

**Renewable Energies**

The generation in 2019 and 2018, total generation capacity from renewables as well as key figures for this segment are shown in the table below:

**Key figures of EnBW's Renewable Energies segment**

	<b>Financial year ended 31 December</b>	
	<b>2019</b>	<b>2018</b>
	<i>(unaudited)</i>	
<b>Generation portfolio <sup>1</sup></b>		
Generation	8,858 GWh	7,203 GWh
Installed capacity	2,615 MW	1,955 MW
<b>Key Figures</b>		
Number of Employees (31 December)	1,384	1,144
Amount Invested <sup>2</sup>	€1,552.6 million	€478.8 million
Share of Group's adjusted EBITDA	19.8%	13.8%

1) The sums stated for the generation and installed output in the Renewable Energies and Generation and Trading segments are not identical to the totals for the EnBW Group. Some of the generation plants are assigned to other segments. The total generation of the EnBW Group is 47,807 GWh (2018: 53,492 GWh), of which 9,988 GWh or 20.9 % (2018: 8,414 GWh or 15.7 %) is generated from renewable energy sources. The total installed output of the EnBW Group is 13,849 MW (2018: 13,387 MW), of which 4,398 MW or 31.8 % (2018: 3,738 MW or 27.9 %) is from renewable

energy power plants.

2) Figures for the year 2018 have been restated.

Activities in the area of power generation from renewable energies are combined under the Renewable Energies segment. EnBW is expanding renewable energies significantly, above all in the areas of onshore and offshore wind energy as well as photovoltaics and biogas. The principle of partnership plays a central role in this context and EnBW offers potential investors such as local authorities and private citizens, whom EnBW attracts with the aid of targeted models, the chance to participate in renewable energy projects. The value added in this segment encompasses project development, construction and efficient operation, as well as the repowering of the plants in the future.

In order to strengthen its onshore wind business, EnBW acquired 100% of the shares in the developer and operator of wind farms and solar parks Valeco S.A.S., Montpellier, France ("Valeco"), from Holding GAY and the minority shareholder Caisse des depots et consignations (CDC) on 3 June 2019. Valeco, founded in 1989, is a pure-play green energy company active in the French wind and solar energy markets, with 133 employees and further sites in Amiens, Nantes and Toulouse.

Since 2000, Valeco's strategy focussed on gradual development of own renewable capacities (Technologies: onshore wind and photovoltaic). As of 3 June 2019, Valeco's portfolio summed up to an installed output of 276 MW of onshore wind and 56 MW of solar power, with an additional project pipeline of 1,700 MW (onshore wind and solar). Valeco was fully consolidated in the EnBW consolidated financial statements from 3 June 2019. The fair value of the holding company Valeco at the time of full consolidation was €603.6 million. The acquisition of Valeco was another step in continuing EnBW's strategy of selective internationalisation in the area of renewable energies and a significant move towards achieving the strategic targets for renewable energy capacity. Together with Valeco, EnBW aims to establish a platform for synergies to further develop the business model to operate the favourable France renewable energy market.

### **Generation and Trading**

The generation in 2019 and 2018, generation capacity from conventional generation as well as key figures for this segment are shown in the table below:

#### **Key figures of EnBW's Renewable Energies segment**

	<b>Financial year ended 31 December</b>	
	<b>2019</b>	<b>2018</b>
	<i>(unaudited)</i>	
<b>Generation portfolio</b> <sup>1</sup>		
Generation	38,788 GWh	46,079 GWh
Installed capacity	11,172 MW	11,383 MW
<b>Key Figures</b>		
Number of Employees (31 December) <sup>2</sup>	5,499	5,358
Amount Invested <sup>2</sup>	€98.3 million	€168.0 million
Share of Group's adjusted EBITDA <sup>2</sup>	15.8%	20.0%

1) Total generation and installed capacity in the "Renewable energies" and "Generation and trading" segments are not identical to EnBW Group totals. Part of the generation plants is assigned to other segments. Total EnBW Group generation is 47,807 GWh (2018: 53,492 GWh), of which 9,988 GWh or 20.9 % (2018: 8,414 GWh or 15.7 %) is generation based on renewable energies. Total EnBW Group installed capacity is 13,849 MW (2018: 13,387 MW) of which 4,398 MW or 31.8 % (2018: 3,738 MW or 27.9 %) is from renewable plants.

2) Figures for the year 2018 have been restated.

The Generation and Trading segment encompasses electricity generation, the storage of gas, the trading of gas and electricity, the gas midstream business, the provision of system services for the operators of transmission grids, the operation of reserve power plants, district heating, environmental services and the dismantling of power plants. This business is primarily based on the generation of electricity and heat from EnBW's coal, gas, pumped storage and nuclear power plants and its operational and optimisation expertise. Electricity generation from fossil fuel power plants remains under pressure. The power plants operating on the market, as well as those power plants transferred to the grid reserve,



make a significant contribution to the security of supply in Germany. EnBW supports its customers in the integration of their power plants into the market using its services and expertise, such as in the area of direct distribution.

### **Generation Portfolio of the EnBW Group**

EnBW's generation fell in 2019 compared to the previous year to 47.8 TWh. The main reason for this development was the lower deployment of thermal power plants because of prices on the market. In contrast, generation based on renewable energies increased significantly, mainly due to the commissioning of the EnBW Hohe See offshore wind farm and the acquired wind turbines in France and Sweden. In addition, the greater volumes of electricity generated due to the better wind conditions and at the run-of-river power plants due to higher water levels had a positive effect on this development. The proportion of own generation from renewable energy sources thus increased in comparison to 2018 to more than 20%.

#### **Breakdown of the generation portfolio of the ENBW Group<sup>1</sup>**

As of 31 December

(Electrical output <sup>2,3</sup> in MW)

	2019	2018
<b>Renewable Energies</b>	<b>4,398</b>	<b>3,738</b>
Run-of-river power plants	1,006	1,006
Storage/pumped storage plants using the natural flow of water <sup>3</sup>	1,507	1,507
Onshore wind	826	718
Offshore wind	834	336
Other renewable energies	225	171
<b>Thermal power plants<sup>4</sup></b>	<b>9,451</b>	<b>9,649</b>
Brown coal	875	875
Hard coal	3,586	3,491
Gas	1,165	1,458
Other thermal power plants	347	347
Pumped storage power plants that do not use the natural flow of water <sup>3</sup>	545	545
Nuclear power plants <sup>5</sup>	2,933	2,933
<b>Installed capacity of EnBW Group<sup>6</sup></b>	<b>13,849</b>	<b>13,387</b>
of which renewable in %	31.8	27.9
of which low carbon in % <sup>7</sup>	12.3	15.0

1) Generation portfolio includes long-term procurement agreements and generation from partly owned power plants.

2) The figures for 2018 have been restated.

3) Output values irrespective of marketing channel, for storage: generation capacity.

4) Including pumped storage power plants that do not use the natural flow of water.

5) The output from Block 2 of the Philippsburg nuclear power plant is included in the generation portfolio in 2019 because it was not shut down until the evening of 31 December 2019.

6) In addition, power plants with an installed output of 1,706 MW were registered for decommissioning. However, they were classified as system relevant by the Federal Network Agency and TransnetBW and are thus used by TransnetBW as reserve grid capacity.

7) Excluding renewable energies; only gas power plants and storage power plants that do not use the natural flow of water.

**Own generation of EnBW Group<sup>1</sup> by primary energy source**

(in GWh)

**Financial year ended 31 December**

	<b>2019</b>	<b>2018</b>
Renewable Energies	9,988	8,414
Run-of-river power plants	5,342	4,846
Storage power plants/ pumped storage power plants using the natural flow of water	959	1,030
Onshore wind	1,522	996
Offshore wind	1,806	1,233
Other renewable energies	359	309
Thermal power plants <sup>2</sup>	37,819	45,078
Brown coal	2,598	6,048
Hard coal	8,758	12,868
Gas	3,634	3,518
Other thermal power plants	188	198
Pumped storage power plants that do not use the natural flow of water	1,608	1,790
Nuclear power plants	21,033	20,656
Own generation	47,807	53,492
of which renewable in %	20,9	15,7
of which low carbon in % <sup>3</sup>	11,0	9,9

1) Own electricity generation includes long-term procurement agreements and partly owned power plants.

2) Including pumped storage power plants that do not use the natural flow of water.

3) Excluding renewable energies; only gas power plants and storage power plants that do not use the natural flow of water.

**Management and Supervisory Bodies**

**Board of Management**

The members of the Board of Management are set out below together with (1) membership in other statutory supervisory boards and (2) comparable domestic and foreign control bodies of business organisations:

<b>Name</b>	<b>Area of Responsibility</b>	<b>Principal Outside Board Memberships</b>
Dr. Frank Mastiaux	Member and chairman of the Board of Management/Chief Executive Officer	None
Colette Rückert-Hennen	Member of the Board of Management, Chief Personnel Officer	(1) EnBW Kernkraft GmbH (Chairwoman)
Thomas Kusterer	Member of the Board of Management, Chief Financial Officer	(1) Netze BW GmbH (1) VNG AG (Chairman)
Dr. Hans-Josef Zimmer	Member of the Board of Management, Chief Technical Officer	(1) Stadtwerke Düsseldorf AG (Chairman) (1) EnBW Kernkraft GmbH (1) Netze BW GmbH (Chairman) (1) terranets bw GmbH (Chairman) (1) TransnetBW GmbH (Chairman) (2) Vorarlberger Illwerke AG

EnBW AG is not aware of any conflicts of interest on the part of the aforementioned members of the Board of Management between their duties to EnBW AG and their private interests or other commitments.

The members of the Board of Management can be contacted at EnBW AG's business address: Durlacher Allee 93, 76131 Karlsruhe.

### ***Supervisory Board***

The members of the Supervisory Board are set out below together with (1) membership in other statutory supervisory boards or (2) comparable domestic and foreign control bodies of business organisations:

<b>Name</b>	<b>Principal Outside Board Memberships</b>
Lutz Feldmann (Chairman)	(1) Villa Claudius gGmbH (Chairman) (1) Thyssen'sche Handelsgesellschaft mbH
Dietrich Herd (Deputy Chairman)	(1) EnBW Kernkraft GmbH
Achim Binder	(1) Netze BW GmbH
Dr. Dietrich Birk	(2) SRH Holding (SdbR)
Stefanie Bürkle	(1) SWEG Südwestdeutsche (1) Landesverkehrs-AG (2) Hohenzollerische Landesbank (2) Kreissparkasse Sigmaringen, Anstalt des öffentlichen Rechts (Chairwoman) (2) Flugplatz Mengen Hohentengen GmbH (Chairwoman) (2) SRH Kliniken Landkreis Sigmaringen GmbH (Chairwoman) (2) Sparkassenverband Baden-Württemberg, Anstalt des öffentlichen Rechts (2) Verkehrsverbund Neckar-Alb-Donau GmbH (naldo) (Chairwoman) (2) Wirtschaftsförderungs- und Standortmarketinggesellschaft Landkreis Sigmaringen mbH (Chairwoman) (2) Zweckverband Oberschwäbische Elektrizitätswerke (Deputy Chairwoman) (2) Zweckverband Thermische Abfallverwertung Donautal (TAD) (Deputy Chairwoman)
Stefan Paul Hamm	(1) Netze BW GmbH
Volker Hüsgen	(1) AWISTA GmbH (1) Netzgesellschaft Düsseldorf mbH (1) Stadtwerke Düsseldorf AG (2) RheinWerke GmbH
Michaela Kräuter	(1) Netze BW GmbH
Thomas Landsbek	(1) BürgerEnergiegenossenschaft Region Wangen im Allgäu eG (2) Gemeindewerke Bodanrück GmbH & Co. KG

Name	Principal Outside Board Memberships
Dr. Hubert Lienhard	<ul style="list-style-type: none"> <li>(1) Heraeus Holding GmbH</li> <li>(1) SMS Group GmbH</li> <li>(1) Voith GmbH &amp; Co. KGaA</li> <li>(1) Voith Management GmbH</li> <li>(2) Heitkamp &amp; Thumann KG</li> </ul>
Marika Lulay	<ul style="list-style-type: none"> <li>(1) Wüstenrot &amp; Württembergische AG</li> <li>(2) GFT Technologies SE</li> </ul>
Dr. Wolf-Rüdiger Michel	<ul style="list-style-type: none"> <li>(1) Kreisbaugenossenschaft Rottweil e.G. (Chairman)</li> <li>(2) ITEOS, Anstalt des öffentlichen Rechts</li> <li>(2) Kreissparkasse Rottweil, Anstalt des öffentlichen Rechts (Chairman)</li> <li>(2) Schwarzwald Tourismus GmbH</li> <li>(2) SMF Schwarzwald Musikfestival GmbH</li> <li>(2) Sparkassen-Beteiligungen Baden-Württemberg GmbH</li> <li>(2) Sparkassenverband Baden-Württemberg, Körperschaft des öffentlichen Rechts</li> <li>(2) Wirtschaftsförderungsgesellschaft Schwarzwald-Baar-Heuberg mbH</li> <li>(2) Zweckverband Bauernmuseum Horb/Sulz</li> <li>(2) Zweckverband Oberschwäbische Elektrizitätswerke (Deputy Chairman)</li> <li>(2) Zweckverband Ringzug Schwarzwald-Baar-Heuberg</li> <li>(2) Zweckverband RBB Restmüllheizkraftwerk Böblingen (Deputy Chairman)</li> <li>(2) ZTN-Süd Warthausen</li> </ul>
Dr. Nadine Müller	None
Gunda Röstel	<ul style="list-style-type: none"> <li>(1) Universitätsklinikum Carl Gustav Carus Dresden an der Technischen Universität Dresden, Anstalt des öffentlichen Rechts (Deputy Chairwoman)</li> <li>(1) VNG AG</li> <li>(1) Netze BW GmbH</li> <li>(2) Hochschulrat der Technischen Universität Dresden, Körperschaft des öffentlichen Rechts (Chairwoman)</li> <li>(2) Stadtwerke Burg GmbH</li> </ul>
Jürgen Schäfer	None
Harald Sievers	<ul style="list-style-type: none"> <li>(1) Oberschwabenklinik GmbH (Chairman)</li> <li>(1) SV Sparkassenversicherung Lebensversicherung AG</li> <li>(2) Gesellschaft für Wirtschafts- und Innovationsförderung Landkreis Ravensburg mbH (WiR) (Chairman)</li> <li>(2) Ravensburger Entsorgungsanlagengesellschaft mbH (REAG) (Chairman)</li> <li>(2) Bodensee-Oberschwaben Verkehrsverbundgesellschaft mbH (Deputy Chairman)</li> <li>(2) Bodensee-Oberschwaben-Bahn VerwaltungsGmbH</li> <li>(2) Kreissparkasse Ravensburg (Chairman of the Administrative Board)</li> <li>(2) Zweckverband Oberschwäbische Elektrizitätswerke</li> </ul>

<b>Name</b>	<b>Principal Outside Board Memberships</b>
Edith Sitzmann	(1) Landesbank Baden-Württemberg, Anstalt des öffentlichen Rechts (Deputy Chairwoman) (1) Landeskreditbank Baden-Württemberg, Förderbank, Anstalt des öffentlichen Rechts (Chairwoman of the Administrative Board) (1) Kreditanstalt für Wiederaufbau, Anstalt des öffentlichen Rechts (2) Baden-Württemberg Stiftung gGmbH
Ulrike Weindel	None
Lothar Wölfle	(2) Abfallwirtschaftsgesellschaft of the Bodenseekreis and Konstanz (Chairman) (2) Bodensee-Oberschwaben Verkehrsverbund GmbH (2) Bodensee-Oberschwaben-Bahn Verkehrsgesellschaft mbH (Chairman) (2) Sparkasse Bodensee (Deputy Chairman) (2) Zweckverband Oberschwäbische Elektrizitätswerke (Chairman) (2) Zweckverband Beitband Bodensee (Deputy Chairman) (2) Wirtschaftsförderungsgesellschaft Bodenseekreis GmbH (Chairman) (2) Regionales Innovations- und Technologietransfer Zentrum GmbH (RITZ) (Deputy Chairman)
Dr. Bernd-Michael Zinow	(1) TransnetBW GmbH (1) VNG AG

EnBW AG is not aware of any conflicts of interest on the part of the aforementioned members of the Supervisory Board between their duties to EnBW AG and their private interests or other commitments.

The members of the Supervisory Board can be contacted at EnBW AG's business address: Durlacher Allee 93, 76131 Karlsruhe, Germany.

### ***Committees of the Supervisory Board***

In order for the Supervisory Board to perform its functions, it has formed the following standing committees: a personnel committee, a finance and investment committee, an audit committee, a nomination committee and a mediation committee in accordance with section 27 (3) of the German Co-determination Act (*Mitbestimmungsgesetz*), a digitalisation committee and an ad-hoc committee.

### **Shareholder composition**

To the knowledge of EnBW AG, EnBW AG had the following shareholders as of 31 March 2020.

<b>Shareholder</b>	<b>Ownership percentage <sup>1</sup></b>
NECKARPRI Beteiligungsgesellschaft mBH <sup>2</sup>	46.75 %
OEW Energie-Beteiligungs GmbH	46.75 %
Badische Energieaktionärs-Vereinigung (" <b>BEV</b> ")	2.45 %
EnBW Energie Baden-Württemberg AG	2.08 %
Gemeindeelektrizitätsverband Schwarzwald-Donau (" <b>G.S.D.</b> ")	0.97 %
Neckar-Elektrizitätsverband (" <b>NEV</b> ")	0.63 %
Other shareholders	0.39 %

1) The figures do not add up to 100 % due to rounding differences.

2) 100 per cent. subsidiary of NECKARPRI GmbH which is a 100 per cent. subsidiary of the Federal State of Baden-Württemberg.

## **Borrowing and Funding Structure**

There are no material changes in the borrowing and funding structure of EnBW AG since 31 December 2019.

### **Description of the expected financing of EnBW AG's activities**

Financing requirements arising from the ordinary course of business will generally be covered by cash inflows from operating activities and available liquidity. Any upcoming maturities of capital market debt may either be repaid from existing liquidity or refinanced by the issuance of new capital market instruments. In addition, short-term financings to bridge temporary liquidity needs as well as the use of local financing instruments depending on local requirements may be conducted. The Company may from time to time reassess its financing activities depending on specific developments.

## **Financial information about Net Assets, Financial Position and Results of Operations of EnBW AG**

### ***Historical Financial Information***

The consolidated financial statements of EnBW AG are prepared in accordance with section 315 e (1) HGB using the International Financial Reporting Standards (IFRS) set by the International Accounting Standards Board (IASB), the adoption of which is mandatory in the EU as of the reporting date. As a vertically integrated energy company in the sense of the German Electricity and Gas Supply Act (*Gesetz über die Elektrizitäts- und Gasversorgung*, "EnWG"), EnBW AG engages in other activities within the electricity sector, other activities within the gas sector and other activities outside of the electricity and gas sectors in accordance with section 6 b (3) sentence 3 and sentence 4 EnWG.

The three-monthly consolidated financial statements of EnBW AG as of and for the three-month period ended 31 March 2020 are prepared on the basis of IFRS. Those three-monthly consolidated financial statements of EnBW AG are incorporated by reference into this Prospectus.

The consolidated financial statements of EnBW AG for the fiscal year ended on 31 December 2019 and the respective auditor's report reproduced on pp. 241 of the Integrated Annual Report 2019 – Extended version, are incorporated by reference into this Prospectus.

The German-language consolidated financial statements of EnBW AG for the fiscal year ended on 31 December 2019 were audited by Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, that issued an unqualified German-language auditor's report thereon.

The consolidated financial statements of EnBW AG for the fiscal year ended on 31 December 2018 and the respective audit opinion reproduced on pp. 249 of the Integrated Annual Report 2018 – Extended version, are incorporated by reference into this Prospectus.

The consolidated financial statements of EnBW AG for the fiscal year ended on 31 December 2018 were audited by KPMG AG Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, that issued an unqualified audit opinion thereon.

### ***Trend information, recent developments and strategy***

#### ***EnBW signed agreement regarding the sale of its shareholding in MVV Energie AG***

On 2 April 2020, EnBW AG, together with RheinEnergie AG, signed a share purchase agreement with funds advised by the international asset manager First State Investments on the sale of their respective shareholdings in MVV Energie AG, which together amount to 45.1% (EnBW's share: 28.76%). All relevant approvals have been obtained and completion is expected mid-2020.

### *Expansion of Renewable Energies:*

- Completion and commissioning of the offshore wind farms EnBW Hohe See in 2019 and EnBW Albatros in January 2020 with a total capacity of 609 MW.
- Final investment decision taken for construction of the Weesow-Willmersdorf solar park in Brandenburg - the first solar project with an installed capacity of more than 180 MW without EEG subsidies.

### *Dismantling of nuclear power plants:*

The Philippsburg nuclear power plant was shut down for good on 31 December 2019. The environmentally friendly dismantling of the nuclear power plants is gradually being implemented.

In the tendering process held by TransnetBW for the construction and operation of a 300 MW power plant in Southwestern Germany, EnBW had its bid accepted in August 2019. The new power plant will be constructed at the EnBW power plant site in Marbach am Neckar. It will be placed into operation from 1 October 2022 in special emergency situations as a "safety buffer" for the supply of electricity and to support grid stability.

### *External influences*

The business performance of EnBW is greatly influenced by a wide range of external factors. These include, above all, the development of the wholesale market prices for electricity, the political/regulatory framework conditions as well as the weather conditions. The price of electricity is not only dependent on demand but also on the development of the global markets for fuel and CO<sub>2</sub> allowances. In an environment characterised by a constantly growing share of generation accounted for by renewable energies, earnings are naturally influenced by the weather conditions. Important factors are, for example, the wind strength at sea and on land, the duration and intensity of sunlight and the amount of precipitation that impacts the water levels in rivers. In addition to these factors, the energy sector is still experiencing a period of fundamental change due to the transition to increasingly carbon-neutral methods of energy generation. The sales markets for EnBW's products and services are characterised by intense competition with an increasing number of new players on the market. Furthermore, patterns of demand amongst customers, the market structure and technological requirements are changing.

### *Economies*

The global economy slowed down in 2019. The decline in economic growth had an impact on all of the economies relevant to EnBW. The reasons for this slowdown in growth were primarily of a political nature: the trade disputes between the USA and China as well as the EU, uncertainties with respect to the United Kingdom exiting the EU and the threat of military conflict in the Near and Middle East. Structural problems in the automotive industry, which is highly important for the whole economy, also had a negative impact in Germany. In Turkey, the inflow of foreign investment has decreased, and the tourism industry has declined due to the increasing political uncertainty. The negative impact on the economies relevant to EnBW and any negative economic effects on EnBW in connection with the outbreak of Covid-19, together with any measures aimed at mitigating its further expansion as *inter alia* restrictions on travel, impositions of quarantines, prolonged closures of workplaces, curfews or other social distancing measures cannot be adequately determined or reliably quantified as of the date of the Prospectus, despite the massive financial stimulus packages, which have been implemented to reduce the economic implications of Covid-19 in various countries.

### *Development of the sector and competitive situation*

The energy sector is currently experiencing a period of great upheaval. There is particular pressure for change due to the Energiewende. However, digitalisation, sector coupling and the desire of local authorities to become self-sufficient, for example, are also putting the sector under great pressure.

A significant factor is that the energy sector is highly regulated, which means that political policies strongly influence developments in the sector. In particular, this is currently affecting the restructuring of the generation landscape. Renewable energies will increase their share of the transport and heating sectors in the long term. The business models of

energy supply companies are changing, while at the same time new players from outside the sector are also entering the energy market. This is especially true for the commodity and solutions business. In addition, companies are repositioning themselves along the sector's traditional value chain and specialising in individual business fields.

The RWE subsidiary innogy has been split between E.ON and RWE in a deal that includes asset swaps between the two companies. This is having a major influence on the German as well as the European energy market.

Traditional energy supply companies need to re-examine their competitiveness in individual business areas, exploit the potential offered by a changed market environment and align their strategies for the future.

### *Coal Commission*

On 26 January 2019, the Coal Commission presented its final report, on the basis of which the Federal Government prepared a draft law and adopted it in the Federal Cabinet at the end of January 2020. This Act recommends the end of coal-fired power generation in Germany by 2038. German brown and hard coal capacities in the energy industry should be reduced to 15 GW each by 2022 (currently around 42 GW in total) and then to 17 GW in total by 2030. Incentives for the decommissioning of coal power plants should also be created by funding a fuel switch from coal to more climate-friendly energy sources.

The Cabinet decision of the Act deviates from the recommendations of the Coal Commission in some critical points. Due to the "late" decommissioning of brown coal power plants proposed by the law, it is expected that modern hard coal power plants will be removed from the grid relatively early. Negative implications for the operators of hard coal power plants are expected as a result of the intended "early" decommissioning of hard coal capacities without any compensation even for modern power plants.

### *Corporate Strategy*

The energy sector is undergoing a period of profound change. This process of change is dependent on numerous factors and often does not progress linearly, thus making it difficult to predict. An important element of the *Energiewende* in Germany is the phasing out of nuclear electricity generation by 2022. The goal of decarbonising the economy is setting the political and regulatory agenda. The German government wants to end coal-fired power generation in Germany by 2038 at the latest. Renewable energies and smart grids will be the focus of future decentralized energy systems. Beyond the energy industry, the willingness in society to try and prevent the emission of greenhouse gases is growing in all aspects of life. To achieve this, cross-sector concepts are needed, such as the linking of energy and infrastructure themes, which are accelerated by digitalisation and new technologies. New value-added chains and modified customer behaviour are creating room for innovative business models and new players on the market. The onus is thus on energy supply companies to quickly and flexibly develop a future-oriented business portfolio for their companies.

The EnBW 2020 strategy is guided by the principle "*Energiewende. Safe. Hands on.*" It describes EnBW's positioning and how EnBW differentiates itself from its competitors. Sustainability is an integral component of EnBW's Group strategy so that EnBW can guarantee the creation of economic, ecological and social value added for its stakeholders.

### ***Sustainable and innovative infrastructure partner***

EnBW is transforming itself into a sustainable and innovative infrastructure partner for its customers and other stakeholders. Following the successful implementation of the EnBW 2020 strategy, the business portfolio will be combined from 2021 – in accordance with the rationale behind the EnBW 2025 strategy – within three strategic business fields:

- In the strategic business field Smart infrastructure for customers, EnBW will develop new and digital business models, launch them onto the market and scale them up – even beyond the traditional energy industry value chain. The main focus will be placed here on the expansion of the quickcharging infrastructure, activities in the areas of telecommunications and broadband and other fields such as urban infrastructure.
- In the strategic business field System critical infrastructure, EnBW's grid subsidiaries for electricity and gas will further expand the transmission grids into an important cornerstone of EnBW's earnings alongside the



distribution grids. In addition, EnBW will upgrade the electricity distribution grids so that they are ready to meet the requirements of the future and ensure they are prepared for the demands that will be placed on them by electromobility. EnBW wants to significantly develop and expand the telecommunication part and the business involving grid-related services – the operation of (telecommunication and electricity) grids for third parties, payment and billing services and charging networks for electromobility – especially in partnership with local authorities and public utilities.

- In the strategic business field Sustainable generation infrastructure, EnBW focuses on renewable energies – with offshore and onshore wind power as its spearhead. EnBW will also continue with its strategy of selective internationalisation and the expansion of the portfolio of major photovoltaic projects, enabling EnBW to specifically target the expansion of low-carbon generation. In addition, EnBW will build on its strong position in the gas business, especially in the area of green and synthetic gases. In contrast, EnBW will gradually withdraw from coal-based conventional generation while preserving value at the same time. The last nuclear power plants operated by EnBW will be decommissioned in 2022.

The central goal of the EnBW 2025 strategy is to increase adjusted EBITDA to €3.2 billion, whereby all three strategic business fields should make a significant contribution to this increase in earnings.

EnBW is planning to invest around €12 billion in total between 2021 and 2025. The main focus of the investment will be on the expansion of the grids, especially the central SuedLink and ULTRANET projects of its grid subsidiary TransnetBW for the future energy supply in Germany, the expansion of renewable energies, such as the realisation of the EnBW He Dreiht offshore wind farm, and the further development of smart infrastructure for customers, for example, in the areas of broadband, telecommunications and electromobility. In accordance with the EnBW 2025 growth strategy, 80 % of its overall investment will be accounted for by growth projects.

This "**growth strategy**" will be financed by the retained cash flow and, where necessary, through the use of external funds. By using sustainable financing instruments, EnBW is taking account of its transformed business portfolio and have gained access to new groups of investors who place importance on the sustainable use of their investments. EnBW continues to strive to maintain a balanced financing structure, solid financial profile and thus solid investment-grade ratings.

### **Sustainability ratings**

	<b>CDP</b>	<b>ISS ESG</b>	<b>MSCI</b>	<b>Sustainalytics</b>
<b>Earnings</b>	B/Management (2019)	B- /Prime <sup>1</sup> (2019)	AA/Leader (2019)	77 (2019)/ Outperformer
<b>Scale</b>	A to D-	A+ to D-	AAA to CCC	0 to 100
<b>Relative position</b>	"Electric Utilities" sector globally: EnBW achieved a place in the top 25 %.	"Utilities / Multi Utilities" sector globally: EnBW achieved a place in the top 10 %.	"Utilities" sector globally: EnBW achieved a place in the top 24 %.	"Utilities" sector globally: EnBW achieved a place in the top 14 %.
<b>Evaluation focus</b>	Climate aspects	Social, governance and environmental aspects	Social, governance and environmental aspects	Social, governance and environmental aspects

1) The ratings were last updated comprehensively in 2018. As of 31 December 2019, EnBW still held Grade B- and Prime status.

## ***Portfolio strategy***

EnBW aims to more than double the share of its generation capacity accounted for by renewable energies from 19 % (based on the reference year of 2012) to over 40 % in 2020. EnBW increased the capacities of its onshore wind farms significantly in Germany and selected foreign markets, while the same is true for the growth field of offshore wind energy. By investing extensively in grid expansion, EnBW is making a substantial contribution to the infrastructure required by the energy system and thus to the security of supply. The overall share of adjusted EBITDA accounted for by the regulated grid business and renewable energies has increased from around 40 % (reference year of 2012) to more than 70 % in 2019 and has thus already reached the target value for 2020. This will improve the risk-return profile of EnBW. Innovative products and services become another important pillar of the company's business and will transform EnBW into a sustainable infrastructure company with three key areas – power, infrastructure and customers. By generating an adjusted EBITDA of €2.4 billion in 2019, EnBW was already able to achieve the earnings target for 2020 early.

## ***Investments and Divestitures***

EnBW planned total investment of €14.1 billion (reference year of 2012) by 2020. In order to obtain the financial headroom required for such extensive investments, EnBW has significantly extended its divestiture programme – involving divestitures, cash inflow from participation models, the disposal of assets and subsidiaries – through the EnBW 2020 strategy to around €5.1 billion (based on the reference year of 2012). EnBW realised investments of €14.8 billion and divestitures of €5.1 billion in the period up to and including 2019. The overfulfilment of its investment target was primarily due to the accelerated growth investment used for the acquisitions of Valeco and Plusnet.

### *Q1 2020*

**Investment** by the EnBW Group in the first quarter of 2020 was €300.4 million and therefore below the level in the previous year (€336.0 million in Q1 2019). This was mainly attributable to lower investment in the EnBW Hohe See offshore wind farm and the EUGAL project for the gas transmission grid. Around 72.9% of overall gross investment was attributable to growth projects; the proportion of investment in existing facilities stood at 27.1%.

The investment in the Sales segment of €26.3 million was lower than the level in the previous year (€31.2 million), which was mainly due to higher financial investments in the previous year.

Investment in the Grids segment of €169.0 million was almost at the same level as the investment in the previous year of €173.0 million. In both years, this was primarily attributable to the expansion of the transmission grids by the Group's subsidiaries TransnetBW GmbH and ONTRAS Gastransport GmbH, the expansion and renovation of the distribution grids and investment in the area of electromobility.

Investment in the Renewable Energies segment of €86.7 million was lower than in the previous year (€108.0 million). The main reason for this decrease was the investment in the EnBW Hohe See construction project, which was largely completed in 2019.

Investment in the Generation and Trading segment in the first quarter of 2020 almost halved in comparison to the same period of the previous year to €9.9 million. In the same period of the previous year, investment stood at €17.5 million and was mainly attributable to the remaining work for the modernisation of the combined gas heat and power plant in Stuttgart-Gaisburg.

Other investments in the first quarter of 2020 of €8.5 million were higher than in the previous year (€6.3 million).

**Divestitures** increased to €83.9 million compared to the figure in the previous year (€59.1 million in Q1 2019); this increase was primarily due to the sale of the shares in the joint venture in Taiwan.

### *FY 2019*

**Investment** by the EnBW Group in 2019 was significantly higher than in the previous year. This increase is mainly due to the investments in Valeco and Plusnet in the second quarter of 2019. Around 84.7 % of overall gross investment was attributable to growth projects; the proportion of investment in existing facilities stood at 15.3 %.

In 2019 investment in the Sales segment of €389.4 million was significantly higher than the level in the previous year (restated: €144.2 million) due to the acquisition of Plusnet.

In 2019 investment in the Grids segment stood at €1,230.9 million, compared to €967.7 million (restated) in the previous year. It was primarily used for the expansion of the electricity grids in both years. The increase in 2019 compared to the previous year is primarily attributable to the expansion of the transmission grid by the Group's subsidiaries TransnetBW and ONTRAS Gastransport, the expansion and renovation of the distribution grid and investment in the area of electromobility.

In 2019 investment in the Renewable Energies segment of €1,552.6 million was considerably higher than the figure in the previous year (restated: €478.8 million). The main reasons for this were the acquisition of Valeco and the construction of the EnBW Hohe See and EnBW Albatros offshore wind farms.

Investment in the Generation and Trading segment fell significantly in 2019 in comparison to the previous year to €98.3 million. In the previous year, investment stood at €168.0 million (restated) and was mainly attributable to the exploration and production business of VNG and the modernisation of the combined gas heat and power plant in Stuttgart-Gaisburg.

Other investments in 2019 of €44.0 million were above the level in the previous year (restated: €27.7 million).

**Divestitures** increased in comparison to the level in the previous year; this increase was primarily due to the sale of the remaining shares in EWE, the sale of the shares in EMB Energie Mark Brandenburg and VNG Slovakia, and divestitures from participation models. Shares were sold in the Buchholz III and Aalen-Waldhausen wind farms.

Investment obligations for the acquisition of intangible assets and property, plant and equipment amounted to €1,213.8 million as of 31 December 2019 (previous year: €1,142.7 million). As of 31 December 2019, commitments from corporate acquisitions totalled €535.5 million (previous year: €476.1 million).

Investment decisions will take climate goals into account to a greater extent in the future. In this context, the investment guidelines were adapted in the 2018 financial year: For significant investment projects, their influence on the environmental and climate protection targets and figures – in the sense of the TCFD recommendations – will be illustrated in the future. This additional information will provide a basis for the approval by the investment committee of the Board of Management.

### ***Disclosures on capital management***

Capital management at EnBW covers both the management of the net debt of €13,666.6 million as of 31 March 2020 (as of 31 December 2019: €12,852.4 million) and the liabilities and financial assets. Financial assets include non-current securities and loans, as well as current financial assets and cash and cash equivalents. On the liabilities side, capital management covers financial liabilities, as well as provisions for pensions and those relating to nuclear power.

By limiting cash-relevant net investment to the level of the adjusted retained cash flow of €1,485.7 million in 2019 (previous year: €1,199.1 million), measured by the internal financing capability of 82.6% in 2019 (previous year: 92.2%), EnBW controls the level of net financial debt irrespective of the interest rate-related volatility of the pension and nuclear provisions. EnBW ensures the timely coverage of the pension and nuclear obligations using an asset liability management model. EnBW uses this cash flow-based model to determine the anticipated effects over the next 30 years, based on appraisals of the pension provisions, as well as appraisals of the nuclear provisions. This model forms the basis for the management of the financial assets. It allows simulations of various alternative return and provision scenarios. The size of the dividend is based on the amount of net investment and the retained cash flow, whereby EnBW strives to generally distribute between 40% and 60% of adjusted Group net profit attributable to the shareholders of EnBW AG.

The impact that the utilisation of the pension and nuclear obligations may have on the operating business is limited to €300 million (plus an inflation supplement) a year using an ongoing contribution from the financial assets. If the provisions are fully covered by the financial assets, no further funds will be taken from operating cash flow as part of the model.

EnBW uses a rolling planning horizon of three months for the short-term management of liquidity. EnBW also uses tools which allow forecasts to be made about liquidity requirements beyond the medium-term period.

EnBW has a well-balanced maturity profile for its financial liabilities. The financial policy focuses on ensuring the solvency of the company, limiting financial risks and optimising capital costs.

### **Significant changes**

The negative economic impact of the outbreak of Covid-19 on the EnBW Group cannot be adequately determined or reliably quantified as of the date of this Prospectus. Other than that, there has been no significant change in the financial position or financial performance of the EnBW Group since 31 March 2020 and no material adverse change in the prospects of EnBW AG since 31 December 2019.

## **Selected Financial Information**

### **Consolidated income statement**

	Quarter ended 31 March		Financial year ended 31 December	
	2020	2019	2019	2018
(amounts in EUR million)	<i>(unaudited)</i>		<i>(audited)</i>	
Adjusted EBITDA	944.8	783.9	2,432.5	2,157.5

### **Balance Sheet <sup>1</sup>**

	31 March		31 December	
	2020	2019	2019	2018
(amounts in EUR million)	<i>(unaudited)</i>			
Net financial debt	6,338.6		6,021.6	3,738.4
Current ratio (current assets/current liabilities)	1.1		1.1	1.1

1) Figures for 2018 have been restated.

### **Cash flow statement**

	Quarter ended 31 March		Financial year ended 31 December	
	2020	2019	2019	2018
(amounts in EUR million)	<i>(unaudited)</i>		<i>(audited)</i>	
Cash flow from operating activities	-222.7	87.9	707.0	827.6
Cash flow from investing activities	-4.7	-115.5	-2,317.1	-895.8
Cash flow from financing activities	569.4	238.5	551.9	-907.3

The financial information for 2019 and 2018 presented below is taken from the financial statements of the EnBW Group 2019 and from the Combined Management Report contained in the Integrated Annual Report 2019 of EnBW Energie Baden-Württemberg AG. The financial statements for the year ending 31 December 2019 have been audited by Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft.

	Quarter ended 31 March		Financial year ended 31 December	
	2020	2019	2019	2018
<i>(amounts in EUR million unless otherwise indicated)</i>	<i>(unaudited)</i>		<i>(audited, unless otherwise indicated)</i>	
<b>External revenue</b>	<b>5,411.7</b>	<b>5,908.7</b>	<b>18,765.0</b>	<b>20,815.4</b>
Adjusted EBITDA	944.8	783.9	2,432.5	2,157.5
Share of adjusted EBITDA accounted for by Sales in € million/in %*	77.9/8.2	67.3/8.6	294.3/12.1	268.4/12.4
Share of adjusted EBITDA accounted for by Grids in € million/in %*	416.4/44.1	428.7/54.7	1,311.2/53.9	1,176.9/54.5
Share of adjusted EBITDA accounted for by Renewable Energies in € million/in %*	236.1/25.0	121.8/15.5	482.8/19.8	297.7/13.8
Share of adjusted EBITDA accounted for by Generation and Trading in € million/in %*	262.1/27.7	207.1/26.4	383.8/15.8	430.8/20.0
Share of adjusted EBITDA accounted for by Other/Consolidation in € million/in %*	-47.7/-5.0	-41.0/-5.2	-39.6/-1.6	-16.3/-0.7
<b>EBITDA</b>	<b>768.5</b>	<b>707.9</b>	<b>2,245.2</b>	<b>2,089.6</b>
Adjusted EBIT	625.7	436.9	944.7	957.5
EBIT	449.4	360.7	596.7	875.8
Group net profit <sup>(a)</sup>	-10.4	273.8	734.2	334.2
Earnings per share from Group net profit in € <sup>2(a)</sup>	-0,04	1.01	2.71	1.23
Retained cash flow*	778.3	536.2	1,240.7	999.1
Adjusted retained cash flow	838.3	597.5	1,485.7	1,199.1
Net (cash) investment <sup>3*</sup>	216.5	276.9	2,628.5	1,300.0
Internal financing capability in %	-	-	82.6	92.2
Net financial debt*	6,338.6	4,476.6	6,021.6	3,738.4
Net debt relating to pension and nuclear obligations*	7,328.0	6,089.6	6,830.8	5,848.2
<b>Net debt</b>	<b>13,666.6</b>	<b>10,566.2</b>	<b>12,852.4</b>	<b>9,586.6</b>

\*unaudited

1) Figures for previous periods have been restated.

2) In relation to the profit/loss attributable to the shareholders of EnBW AG.

3) Excluding investments held as financial assets.

(a) In relation to the profit/loss attributable to the shareholders of EnBW AG.

### **Energy sales of the EnBW Group <sup>1,2</sup>**

*(in billions of kWh)*

	As of 31 December	
	2019	2018
Electricity	152.6	136.8
Gas	297.0	328.7

1) Figures for 2018 have been restated.

2) Without grids segment.

## **Governmental, Legal and Arbitration Proceedings**

Neither EnBW AG nor any of its subsidiaries is currently involved in any governmental, legal or arbitration proceedings directed against or affecting EnBW AG or any of its subsidiaries, nor was EnBW AG or any of its subsidiaries involved in any such proceedings in the past twelve months, nor is EnBW AG aware of any proceedings, whether pending or threatened, that have recently had, or that EnBW AG expects to have, material effects on the financial condition or profitability of EnBW AG or the EnBW Group.

## **Additional Information**

### ***Employees***

As of 31 March 2020, the EnBW Group had 23,618 employees <sup>1</sup> (compared to 23,293 at the end of FY2019). This figure corresponds to 22,145 full time equivalents <sup>2</sup> (compared to 21,843 at the end of FY2019).

1) Number of employees excluding marginally employed persons, apprentices/trainees and inactive employees; figures are taken from the Combined Management Report contained in the Integrated Annual Report 2019 of EnBW.

2) Converted into full-time equivalents.

### ***Subscribed Capital***

As of 31 March 2020, the subscribed capital of EnBW Energie Baden-Württemberg AG amounts to €708,108,042.24 and is divided into 276,604,704 no par value bearer shares with an imputed value of €2.56 each. The subscribed capital of EnBW AG has been fully paid in. Each share entitles the holder to one vote at EnBW AG's annual general meeting.

### ***Articles of Incorporation and bylaws***

According to Article 2 of the Articles of Incorporation and bylaws, EnBW AG has the following purpose:

(1) The purpose of the Company is to supply energy and water and to dispose of waste, including all the respectively associated activities, as well as providing services in these areas of business. The Company may also operate in related sectors of the economy or purchase and manage participating investments, particularly in the sectors of information processing, communications technology, transport and real estate. The Company is entitled to conduct all business and to undertake activities and measures which pertain to the purpose of the Company or that are suitable to promote it, either directly or indirectly.

(2) The Company may operate in the aforementioned businesses itself or through subsidiaries, participations and jointly-held companies. It may hive off of its business activities, either partly or in their entirety, and incorporate them into or assign them to associated companies and restrict itself to the management and administration of its associated companies. The Company may change the structure of companies in which it holds a participating interest and combine them under uniform management.

(3) The company is authorised to establish branches in Germany and abroad, to found, acquire or invest in other companies, in particular in companies whose business purpose encompasses the areas of business sited in Para. 1, either partly or fully.

## **Ratings<sup>1</sup>**

S&P Global Ratings Europe Limited ("**S&P**") has assigned the credit rating of A-<sup>2</sup> to EnBW AG.

Moody's Investors Service Ltd ("**Moody's**") has assigned the credit rating of A3<sup>3</sup> to EnBW AG.

Fitch Ratings Ltd. ("**Fitch**") has assigned the credit rating of BBB+<sup>4</sup> to EnBW AG.

## **Auditor**

KPMG AG Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, has been EnBW AG's auditor since the fiscal year 2010. The address of the Frankfurt office is The SQUAIRE / Am Flughafen, 60549 Frankfurt am Main. KPMG is a member of the German Chamber of Public Accountants (*Wirtschaftsprüferkammer*), Rauchstrasse 26, 10787 Berlin.

Since the fiscal year 2019 EnBW AG's auditor is Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft ("**EY**"). The address of the Stuttgart office of EY is Flughafenstraße 61, 70629 Stuttgart. EY is a member of the German Chamber of Public Accountants (*Wirtschaftsprüferkammer*), Rauchstrasse 26, 10787 Berlin.

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<sup>1</sup> Credit ratings included or referred to in this Prospectus have been issued by S&P, Moody's and Fitch, each of which is established in the European Union or is established outside the European Union whereby (i) the laws of the European Union continue to apply for rating agencies established in the United Kingdom during the transition period following the United Kingdom's withdrawal from the European Union until 31 December 2020 and/or (ii) has relevant a relevant subsidiary which is established in the European Union, and has been registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**"). A list of credit rating agencies registered under the CRA Regulation is available for viewing at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>.

A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

- <sup>2</sup> S&P defines "A" as follows: "strong capacity to meet financial commitments, but somewhat susceptible to adverse economic conditions and changes in circumstances". Ratings by Standard & Poor's from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.
- <sup>3</sup> Moody's defines "A" as follows: "obligations rated A are judged to be upper-medium grade and are subject to low credit risk". Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.
- <sup>4</sup> Fitch defines "BBB" as follows: "'BBB' ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate but adverse business or economic conditions are more likely to impair this capacity." The modifiers "+" or "-" may be appended to a rating by Fitch from "AA" to "B" to denote relative status within major rating categories.

## TAXATION

*The following is a general overview of certain tax considerations relating to the purchasing, holding and disposing of Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular Holder. The discussions that follow for each jurisdiction are based upon the applicable laws in force and their interpretation on the date of this Prospectus. These tax laws and interpretations are subject to change that may occur after such date, even with retroactive effect.*

The information contained in this section is limited to taxation issues and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

**Prospective holders of Notes (the "Holders" and each a "Holder") should consult their own tax advisers as to the particular tax consequences of subscribing, purchasing, holding and disposing the Notes, including the application and effect of any federal, state or local taxes, under the tax laws of each country of which they are residents or citizens.**

Responsibility of the Issuer for the withholding of taxes at source

The Issuer does not assume any responsibility for the withholding of taxes at source.

The following is a general discussion of certain German tax consequences of the acquisition, holding and disposal of the Notes. It does not purport to be a comprehensive description of all German tax considerations that may be relevant to a decision to purchase Notes, and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. This discussion of the tax consequences of an investment in the Notes is based on the tax laws of Germany currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

### ***Tax resident Holders of the Notes***

The section "*Tax resident Holders of the Notes*" refers to persons who are tax residents of Germany (i.e. persons whose residence, habitual abode, statutory seat, or place of effective management is located in Germany).

### ***Withholding tax on interest payments and capital gains***

Interest payments received by an individual Holder of the Notes will be subject to German withholding tax if the Notes are kept or administrated in a custodial account with a German branch of a German or non-German credit institution or financial services institution, a German securities trading company or a German securities trading bank (each a "**Disbursing Agent**", *auszahlende Stelle*). The flat income tax rate is 25% (plus 5.5% solidarity surcharge thereon, the total withholding being 26.375%). An electronic information system for withholding of church tax will apply to individuals subject to church tax in relation to investment income, with the effect that church tax will be collected by the Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) in which case the investor will be assessed to church tax.

The same treatment applies to capital gains (i.e. the difference between the proceeds from the disposal, redemption, repayment or assignment after deduction of expenses directly related to the disposal, redemption, repayment or assignment and the cost of acquisition) derived by an individual Holder provided the Notes have been held in a custodial account with a Disbursing Agent since the time of their acquisition. If Notes held or administrated in the same custodial account have been acquired at different points in time, the Notes first acquired will be deemed to have been sold first for the purposes of determining the capital gains. Where Notes are acquired and/or sold or redeemed in a currency other than Euro, the sales/redemption price and the acquisition costs have to be converted into Euro on the basis of the foreign exchange rates prevailing on the sale or redemption date and the acquisition date respectively. If interest coupons or interest claims are disposed of separately (i.e. without the Notes), the proceeds from the disposition are subject to withholding tax. The same applies to proceeds from the payment of interest coupons or interest claims if the Notes have been disposed of separately.



To the extent the Notes have not been kept in a custodial account with a Disbursing Agent since the time of their acquisition, upon the disposal, redemption, repayment or assignment withholding tax applies at a rate of 26.375% (including solidarity surcharge, plus church tax, if applicable) on 30% of the disposal proceeds (plus interest accrued on the Notes ("**Accrued Interest**", *Stückzinsen*), if any), unless the investor or the previous depository bank was able and allowed to prove evidence for the investor's actual acquisition costs to the Disbursing Agent.

In computing any German tax to be withheld, the Disbursing Agent may generally deduct from the basis of the withholding tax negative investment income realised by the individual Holder of the Notes via the Disbursing Agent (*e.g.* losses from the sale of other securities with the exception of shares). The Disbursing Agent may also deduct Accrued Interest on the Notes or other securities paid separately upon the acquisition of the respective security via the Disbursing Agent. In addition, subject to certain requirements and restrictions the Disbursing Agent may credit foreign withholding taxes levied on investment income in a given year regarding securities held by the individual Holder in the custodial account with the Disbursing Agent.

Individual Holders may be entitled to an annual allowance (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for jointly assessed individual Holders) for all investment income received in a given year. Upon the individual Holder filing an exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent, the Disbursing Agent will take the allowance into account when computing the amount of tax to be withheld. No withholding tax will be deducted if the Holder of the Notes has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the competent local tax office.

German withholding tax will not apply to gains from the disposal, redemption, repayment or assignment of Notes held by a corporation as Holder while ongoing payments, such as interest payments, are subject to withholding tax (irrespective of any deductions of foreign tax and capital losses incurred). With regard to gains from the disposal, repayment or assignment of Notes held by an individual Holder, a business partnership or through the permanent establishment of a non-resident taxpayer, the same may apply upon application where the Notes form part of a trade or business, subject to further requirements being met.

The Issuer is not obliged under German law to withhold any withholding tax (*Kapitalertragsteuer*) on interest payments and upon the sale or redemption of the Notes.

#### *Taxation of current income and capital gains*

The personal income tax liability of an individual Holder deriving income from capital investments under the Notes is, in principle, settled by the tax withheld. To the extent withholding tax has not been levied, such as in the case of Notes kept in custody abroad or if no Disbursing Agent is involved in the payment process, the individual Holder must report his or her income and capital gains derived from the Notes on his or her tax return and then will also be taxed at a rate of 25% (plus solidarity surcharge and church tax thereon, where applicable). If the withholding tax on a disposal, redemption, repayment or assignment has been calculated from 30% of the disposal proceeds (rather than from the actual gain), an individual Holder may and in case the actual gain is higher than 30% of the disposal proceeds must also apply for an assessment on the basis of his or her actual acquisition costs. Further, an individual Holder may request that all investment income of a given year is taxed at his or her lower individual tax rate based upon an assessment to tax with any amounts over withheld being refunded. In each case, the deduction of expenses (other than transaction costs) on an itemized basis is not permitted.

Please note that the coalition agreement between the German Christian Democratic Party and the German Social Democratic Party for the formation of the current German federal government provides that the flat tax regime shall be partially abolished for certain capital investment income, including interest income. There is, however, no draft bill available yet and a lot of details are hence still unclear. That means, however, that income received by Holders holding the Notes as private assets may be taxed at individual progressive income tax rates of up to 45 per cent. in the future (plus a 5.5 per cent. solidarity surcharge thereon, if applicable, and church tax, if applicable to the individual Holder).

Due to the recent amendment of the Solidarity Surcharge Act, the solidarity surcharge will be levied for wage tax and income tax purposes from 2021 onwards if the individual income tax of the investor exceeds the threshold of EUR 16,956

(EUR 33,912 for jointly assessed spouses or registered life partners). Pursuant to the amended law the solidarity surcharge shall remain in place for purposes of the withholding tax, the flat tax regime and the corporate income tax.

Capital losses from the disposal, redemption, repayment or assignment of the Notes held as private assets should generally be tax-recognised irrespective of the holding period of the Notes. The losses may, however, not be used to offset other income like employment or business income but may only be offset against investment income subject to certain limitations. Losses not utilised in one year may be carried forward into subsequent years but may not be carried back into preceding years. However, if the losses result from the full or partial non-recoverability of the repayment claim under the Notes including a default of the Issuer or a (voluntary) waiver, such losses together with other losses of such kind of the same year and loss-carry forwards of previous years can only be offset up to an amount of EUR 10,000 ("**Limitation on Loss Deduction**"). Any exceeding loss amount can be carried forward and offset against future savings income, but again subject to the EUR 10,000 limitation. Given that the Limitation on Loss Deduction will not be applied by the German Disbursing Agent (as defined above) holding the Notes in custody, investors suffering losses which are subject to the Limitation on Loss Deduction are required to declare such losses in their income tax return. Where Notes form part of a trade or business the withholding tax, if any, will not settle the personal or corporate income tax liability. Where Notes form part of a trade or business, interest (accrued) must be taken into account as income. The respective Holder will have to report income and related (business) expenses on the tax return and the balance will be taxed at the Holder's applicable tax rate. Withholding tax levied, if any, will be credited against the personal or corporate income tax of the Holder. Where Notes form part of a German trade or business the current income and gains from the disposal, redemption, repayment or assignment of the Notes may also be subject to German trade tax.

#### ***Non-resident Holders of the Notes***

Interest, including Accrued Interest, and capital gains are not subject to German taxation, unless (i) the Notes form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the Holder or (ii) the income otherwise constitutes German-source income. In cases (i) and (ii) a tax regime similar to that explained above under "*Tax resident Holders of the Notes*" applies.

Non-residents of Germany are, in general, exempt from German withholding tax on interest and the solidarity surcharge thereon. However, where the interest is subject to German taxation as set forth in the preceding paragraph and the Notes are held in a custodial account with a Disbursing Agent, withholding tax may be levied under certain circumstances. The withholding tax may be refunded based on an assessment to tax or under an applicable tax treaty.

#### ***Particularities of Notes with a negative yield***

Holders will only realise a taxable capital gain if they receive, upon a disposal of the Notes, an amount (after the deduction of actual expenses directly related thereto) in excess of the issue price (or the purchase price they paid for the Notes).

Contrary thereto, Holders who subscribe the Notes at a negative yield upon issue and hold the Notes until their final maturity will realise a loss. The tax treatment of such losses is not entirely clear:

- (i) If the Notes are held by tax residents as non-business assets, statements of the German tax authorities regarding "negative interest" incurred on bank deposits made by private investors arguably imply that such losses cannot be fully deducted. Such losses are rather treated as expenses in connection with capital investment income and, are, consequently not tax-deductible except for an annual lump-sum deduction (*Sparer-Pauschbetrag*) of € 801 (€ 1,602 for individuals filing jointly),
- (ii) If the Notes are held by tax residents as business assets, statements of the German tax authorities regarding "negative interest" incurred on bank deposits made by business investors arguably imply that such losses are generally tax deductible.

#### ***Substitution of the Issuer***

If the Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the Substitute Debtor and subject to similar taxation rules

like the Notes. In particular, such a substitution could result in the recognition of a taxable gain or loss for any Holder of a Note.

***Inheritance and gift tax***

The transfer of the Notes to another person by way of gift or inheritance may be subject to German gift or inheritance tax, respectively, if inter alia

- (i) the testator, the donor, the heir, the donee or any other acquirer had his residence, habitual abode or, in case of a corporation, association (*Personenvereinigung*) or estate (*Vermögensmasse*), has its seat or place of management in Germany at the time of the transfer of property,
- (ii) except as provided under (i), the testator's or donor's Notes belong to business assets attributable to a permanent establishment or a permanent representative in Germany.

Special regulations may apply to certain German expatriates.

***Other taxes***

No stamp, issue, value added, capital transfer or registration taxes or such duties will be payable in Germany in connection with the issuance, delivery or execution as well as the purchase, sale or other disposal of the Notes. However, under certain circumstances entrepreneurs may choose liability to German value added tax with regard to the sale of the Notes to other entrepreneurs which would otherwise be tax exempt. Currently, net assets tax is not levied in Germany.

## SUBSCRIPTION AND SALE OF THE NOTES

### General

Pursuant to a subscription agreement dated 25 June 2020 (the "**Subscription Agreement**") among the Issuer and NatWest Markets Plc, Société Générale, Banco Bilbao Vizcaya Argentaria, S.A., Morgan Stanley & Co. International plc, Skandinaviska Enskilda Banken AB (publ) and UniCredit Bank AG (the "**Joint Lead Managers**"), the Issuer has agreed to sell to the Joint Lead Managers, and the Joint Lead Managers have agreed, subject to certain customary closing conditions, to purchase, the Notes on 29 June 2020. The Issuer has furthermore agreed to pay certain fees to the Joint Lead Managers and to reimburse the Joint Lead Managers for certain expenses incurred in connection with the issue of the Notes.

The Subscription Agreement provides that the Joint Lead Managers under certain circumstances will be entitled to terminate the Subscription Agreement. In such event, no Notes will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the offer and sale of the Notes.

The Joint Lead Managers or their respective affiliates have provided from time to time, and expect to provide in the future, investment services to the Issuer and its affiliates, for which the Joint Lead Managers or their respective affiliates have received or will receive customary fees and commissions. In addition, the Joint Lead Managers or their respective affiliates may be involved in financing initiatives relating to the Issuer. Furthermore, in the ordinary course of their business activities, the Joint Lead Managers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Certain of the Joint Lead Managers or their respective affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Joint Lead Managers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Issuer's securities, including potentially the Notes offered hereby. Any such short positions could adversely affect future trading prices of the Notes offered hereby. The Joint Lead Managers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

### Selling Restrictions

#### *General*

Each Joint Lead Manager has acknowledged that other than explicitly mentioned in this Prospectus no action is taken or will be taken by the Issuer in any jurisdiction that would permit a public offering of the Notes, or possession or distribution of any offering material relating to them, in any jurisdiction where action for that purpose is required.

Each Joint Lead Manager has represented and agreed that it will comply with all applicable laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes any offering material relating to them.

#### *Prohibition of Sales to EEA and UK Retail Investors*

Each Joint Lead Manager has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area or the UK. For the purposes of this provision the expression retail investor means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II (as amended); or

- (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

### ***United States of America and its territories***

The Notes have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or to the account of benefit of, U.S. persons except in transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by the U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Joint Lead Manager has represented and agreed that except as permitted by the Subscription Agreement, it has not offered, sold or delivered and will not offer, sell or deliver any Notes (i) as part of their distribution and any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date, within the United States or to, for the account of benefit of, U.S. persons, and will have sent to each dealer to which it sells the Notes and any related guarantee during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of the Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

### ***United Kingdom***

Each Joint Lead Manager has represented, warranted and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer, and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the UK.

### ***Singapore***

Each Joint Lead Manager has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Lead Manager has represented, warranted and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (i) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

## GENERAL INFORMATION

1. **Interest of Natural and Legal Persons involved in the Issue/Offer:** Certain of the Joint Lead Managers and their affiliates may be customers of, borrowers from or creditors of the Issuer and/or its affiliates. In addition, certain Joint Lead Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and/or its affiliates in the ordinary course of business.
2. **Authorisations:** The creation and issue of the Notes has been authorised by a resolution of the Executive Board (*Vorstand*) of the Issuer on 12 November 2019 and of the Supervisory Board (*Aufsichtsrat*) of the Issuer on 4 December 2019.
3. **Legal Entity Identifier:** The legal entity identifier (LEI) of EnBW Energie Baden-Württemberg AG is: 529900JSFZ4TS59HKD79.
4. **Expenses related to Admission to Trading:** The total expenses related to the admission to trading of the Notes are expected to amount to approximately EUR 8,200.
5. **Clearing Systems:** Payments and transfers of the Notes will be settled through Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, 1210 Brussels, Belgium and Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

The Notes have the following securities codes:

ISIN: XS2196328608

Common Code: 219632860

German Securities Code (WKN): A289QA

6. **Listing and Admission to Trading:** Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market (which is a regulated market for the purposes of MiFID II) and to be listed on the Official List of the Luxembourg Stock Exchange on or around the Issue Date.
7. **Documents on Display:** Electronic versions of the following documents are available on the Issuer's website at <https://www.enbw.com/company>:
  - (a) the articles of association of the Issuer; and
  - (b) the documents incorporated by reference into this Prospectus (accessed by using the hyperlinks set out in the section "*Documents Incorporated by Reference*" below).

This Prospectus and any supplement to this Prospectus will be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

8. **Third Party Information:** With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the omission of which would render the reproduced information inaccurate or misleading and (ii) neither the Issuer nor any Joint Lead Manager has independently verified any such information and neither the Issuer nor any Joint Lead Manager accepts any responsibility for the accuracy thereof.
9. **Yield:** For the investors, the yield of the Notes until the First Reset Date is 2.000 per cent. *per annum*, calculated on the basis of the Issue Price. Such yield is calculated in accordance with the ICMA (International

Capital Markets Association) Method. The ICMA method determines the effective interest rate on Notes by taking into account accrued interest on a daily basis.

The yield of the Notes for the period after the First Reset Date cannot be determined as of the date of this Prospectus.

10. **Ratings of the Notes**<sup>5</sup>:

The Notes are expected to be rated:

"BBB-"<sup>6</sup> by S&P

"Baa2"<sup>7</sup> by Moody's

"BBB"<sup>8</sup> by Fitch

A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

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<sup>5</sup> Credit ratings included or referred to in this Prospectus have been issued by S&P, Moody's and Fitch, each of which is established in the European Union and registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**"). A list of credit rating agencies registered under the CRA Regulation is available for viewing at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>.

<sup>6</sup> S&P defines "BBB" as follows: "An obligation rated 'BBB' exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor's capacity to meet its financial commitments on the obligation."

Ratings by S&P from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

<sup>7</sup> Moody's defines "Baa" as follows: "obligations rated Baa are subject to moderate credit risk. They are considered medium-grade and as such may possess speculative characteristics."

Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

<sup>8</sup> Fitch defines "BBB" as follows: "BBB" ratings indicate that expectations of credit risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity."

The modifiers "+" or "-" may be appended to a rating by Fitch from "AA" to "B" to denote relative status within major rating categories.



## DOCUMENTS INCORPORATED BY REFERENCE

The pages specified below of the following documents which have previously been published or are published simultaneously with this Prospectus and which have been filed with the CSSF are incorporated by reference into this Prospectus: (i) the unaudited three-monthly consolidated financial statements of EnBW AG included in the Quarterly Statement January to March 2020 of EnBW (the "**Q1 Statement 2020**"), (ii) the audited consolidated financial statements of EnBW AG for the fiscal year ended on 31 December 2019 included in the Integrated Annual Report 2019 – Extended Version of EnBW Group 2019 (the "**Annual Report 2019**") and (iii) the audited consolidated financial statements of EnBW AG for the fiscal year ended on 31 December 2018 included in the Integrated Annual Report 2018 – Extended Version of EnBW Group 2018 (the "**Annual Report 2018**") and, each containing the English language translation of the respective German language consolidated financial statements of the Issuer and in case of the Annual Report 2019 and the Annual Report 2018 of the German language auditor's report (*Bestätigungsvermerk*) in respect thereof.

Any information not incorporated by reference into this Prospectus but contained in one of the documents mentioned as source documents in the cross-reference list below is either not relevant for the investor or covered in another part of this Prospectus.

<b>(1)</b>	<b>Extracted from: Q1 Statement 2020</b>	
	Income statement.....	page 16
	Statement of comprehensive income .....	page 17
	Balance sheet .....	page 18
	Cash flow statement.....	page 19
	Statement of changes in equity .....	Page 20
<b>(2)</b>	<b>Extracted from: Annual Report 2019</b>	
	Income statement.....	page 135
	Statement of comprehensive income .....	page 136
	Balance sheet .....	page 137
	Cash flow statement.....	page 138
	Statement of changes in equity .....	page 139
	Notes to the financial statements .....	pages 140-240
	Audit Opinion <sup>9</sup> .....	pages 241-247

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<sup>9</sup> The Audit Opinion refers to the respective consolidated financial statements the Group and the combined management report of the Group as a whole and not solely to the respective consolidated financial statements of the Group incorporated by reference.

<b>(3)</b>	<b>Extracted from: Annual Report 2018</b>	
	Income statement.....	page 148
	Statement of comprehensive income .....	page 149
	Balance sheet .....	page 150
	Cash flow statement.....	page 151
	Statement of changes in equity .....	page 152
	Notes to the financial statements .....	pages 153 -248
	Audit Opinion <sup>9</sup> .....	pages 261-268

Copies of documents incorporated by reference in this Prospectus may be obtained (without charge) from the registered office of the Issuer and the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

Electronic versions of the documents incorporated by reference are also available on the website of the Issuer ([www.enbw.com/company](http://www.enbw.com/company)) and can be accessed by using the following hyperlinks:

**(1) Q1 Statement 2020**

*[https://www.enbw.com/media/downloadcenter/quarterly-statements/q1\\_2020/quarterly-statement-q1-2020.pdf](https://www.enbw.com/media/downloadcenter/quarterly-statements/q1_2020/quarterly-statement-q1-2020.pdf)*

**(2) Annual Report 2019:**

*[https://www.enbw.com/media/bericht/bericht\\_2019/downloads/integrated-annual-report-2019-extended-version.pdf](https://www.enbw.com/media/bericht/bericht_2019/downloads/integrated-annual-report-2019-extended-version.pdf)*

**(3) Annual Report 2018:**

*[https://www.enbw.com/enbw\\_com/bericht/bericht\\_2018/downloads/integrated-annual-report-2018-extended-version.pdf](https://www.enbw.com/enbw_com/bericht/bericht_2018/downloads/integrated-annual-report-2018-extended-version.pdf)*

*Issuer*

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