

The above disclosures include attendance fees of the members of the Supervisory Board amounting to €130,500 (previous year: €139,250) and attendance fees totalling €21,190 in the remuneration for offices held at subsidiaries (previous year: €24,840). No other remuneration or benefits for services rendered personally, in particular consulting or mediation services, were paid to members of the Supervisory Board, nor did they receive any loans or advances in the reporting year.

The members of the Board of Management and the Supervisory Board are covered by adequate D&O insurance concluded in the interest of EnBW. An appropriate deductible was arranged for this D&O insurance, equivalent to three basic monthly salaries for members of the Board of Management and half of the annual remuneration for members of the Supervisory Board. Since 1 July 2010, the deductible for D&O insurance for both members of the Board of Management and the Supervisory Board has been 10% of the claims, but no more than one and a half times the fixed annual remuneration.

## Disclosures pursuant to sections 289 (4) and 315 (4) German Commercial Code (HGB) and explanatory report of the Board of Management

In the following, the Board of Management provides the information prescribed by sections 289 (4) and 315 (4) German Commercial Code (HGB) and explains this in accordance with section 176 (1) sentence 1 German Stock Corporations Act (AktG). The composition of the subscribed capital is described and explained in the notes to the annual and consolidated financial statement in the section "Equity". Direct or indirect shares in capital which exceed 10% of the voting rights are described and explained in the notes to the annual financial statement in the sections "Shareholder composition" and "Disclosures pursuant to section 21 German Securities Trading Act (WpHG)" and the notes to the consolidated financial statement in section "Related parties (individuals)".

### Restrictions relating to voting rights or transferability of shares

A shareholder agreement existed up to 22 December 2015 between, on the one hand, Zweckverband Oberschwäbische Elektrizitätswerke (Zweckverband OEW) and OEW Energie-Beteiligungs GmbH and, on the other, the State of Baden-Württemberg, NECKARPRI GmbH and NECKARPRI-Beteiligungsgesellschaft mbH. The shareholder agreement contained customary clauses governing the relationship between the two major shareholders of EnBW, as well as clauses relating to their relationship with EnBW and coordinating their influence on EnBW. These included but were not limited to clauses prescribing that voting rights were to be exercised in a coordinated and in some cases uniform manner, establishing a shareholders' committee for these purposes and clauses stipulating that each party shall consult with the other party on significant transactions and decisions. Furthermore, they included clauses relating to restrictions of authorisation over EnBW shares held by the main shareholders and a general

mutual obligation for both main shareholders to maintain parity investment relationships in EnBW with respect to each another. The aforementioned shareholder agreement was annulled on 22 December 2015.

An agreement existed up to 22 December 2015 between, on the one hand, NECKARPRI GmbH and NECKARPRI-Beteiligungsgesellschaft mbH and, on the other, Zweckverband OEW and OEW Energie-Beteiligungs GmbH which granted OEW Energie-Beteiligungs GmbH the right to purchase both the NECKARPRI-Beteiligungsgesellschaft mbH lines of shares acquired in EnBW AG arising from the voluntary takeover offer dated 7 January 2011 (3,852,236 shares) and from the capital increase implemented on 5 July 2012 (12,929,978 shares) if, as part of the request for arbitration by NECKARPRI GmbH against E.D.F. INTERNATIONAL S.A., Paris, France, the purchase of the EnBW shares acquired by this company with an agreement dated 6 December 2010 is unwound. However, it had been communicated to EnBW that the state government did not wish to unwind this transaction and that the agreement was intended to ensure that the ownership structure of EnBW remained stable at all times. This agreement was also annulled on 22 December 2015.

At the same time as the annulment of the two aforementioned agreements, new agreements were reached on 22 December 2015 between, on the one hand, Zweckverband OEW and OEW Energie-Beteiligungs GmbH and, on the other, the Federal State of Baden-Württemberg, NECKARPRI GmbH and NECKARPRI-Beteiligungsgesellschaft mbH, which include clauses relating to restrictions of authorisation over EnBW shares held by these parties and a general mutual obligation of both main shareholders to maintain parity investment relationships in EnBW with respect to each another.

## Legal provisions and statutes on the appointment and dismissal of members of the Board of Management and amendments to the Articles of Association

Pursuant to section 84 German Stock Corporations Act (AktG) in conjunction with section 31 German Co-determination Act (MitbestG), responsibility for the appointment and dismissal of members of the Board of Management rests with the Supervisory Board. This competence is stipulated in section 7 (1) sentence 2 of the Articles of Association of EnBW. If under exceptional circumstances a required member of the Board of Management is missing, section 85 AktG requires that a member of the Board of Management be appointed by the court in urgent cases.

The Annual General Meeting has the right to make changes to the Articles of Association in accordance with section 119 (1) No. 5 AktG. The specific rules of procedure are contained in sections 179 and 181 AktG. For practical reasons, the right to amend the Articles of Association was transferred to the Supervisory Board where such amendments affect the wording only. This option pursuant to section 179 (1) sentence 2 AktG is embodied in section 18 (2) of the Articles of Association.

Pursuant to section 179 (2) AktG, resolutions by the Annual General Meeting to amend the Articles of Association require a majority of at least three quarters of the capital stock represented when passing the resolution, unless the Articles of Association stipulate that any amendment of the purpose of the company requires a higher majority of the capital stock. Pursuant to section 18 (1) of the Articles of Association, resolutions by the Annual General Meeting require a simple majority of the votes cast, unless legal regulations or the Articles of Association stipulate otherwise. If the law requires a larger majority of the votes cast or of the capital stock represented when passing the resolution, the simple majority suffices in those cases where the law leaves the determination of the required majority to the Articles of Association.

## Authority of the Board of Management regarding the possibility to issue or redeem shares

Pursuant to section 5 (2) of the Articles of Association, the Board of Management is authorised, with the approval of the Supervisory Board, to increase the company's share capital until 25 April 2017 by up to €31,907,829.76 through issuing, either once or on several occasions, new ordinary bearer shares against cash capital contributions.

No authorisation of the Annual General Meeting pursuant to section 71 (1) No. 8 AktG for the purchase of treasury shares by the company exists at EnBW. Therefore, the company may only acquire treasury shares on the basis of other reasons justifying such purchases in accordance with section 71 (1) AktG. As of 31 December 2015, the company holds 5,749,677 treasury shares which were purchased on the basis of earlier authorisations in accordance with section 71 (1) No. 8 AktG. The company's treasury shares can be sold on the stock exchange or by public offer to all company shareholders. The use of treasury shares, in

particular their sale, in any other way can only occur within the scope of the resolution issued by the Annual General Meeting on 29 April 2004. The treasury shares held by EnBW do not grant the company any rights in accordance with section 71b AktG.

## Material agreements of the company subject to the condition of a change of control as a result of a takeover bid and the resulting effects

The following EnBW agreements are subject to the condition of a change of control following a takeover bid as defined by sections 289 (4) No. 8 and 315 (4) No. 8 HGB:

### Financing arrangements

A syndicated credit line of €1.5 billion, which had not been drawn by 31 December 2015, can be terminated by the lenders, thereby becoming due for repayment, given a change of control at EnBW. This does not apply if the purchaser of the shares is the State of Baden-Württemberg or Zweckverband OEW or another German state-owned public law legal entity.

A promissory note loan of €200 million, two bilateral bank loans together totalling €50 million and a syndicated loan, of which around €198 million was drawn as of 31 December 2015, taken out by the Group company Stadtwerke Düsseldorf AG (SWD) relating to the financing of their CCGT power plant could become due for repayment given a change of control at SWD, including an indirect change of control. This does not apply if, after the change of control, the majority of shares in SWD are held directly or indirectly by German government entities and the City of Düsseldorf holds at least 25.05% of the shares in SWD.

A bond of JPY 20 billion issued on 12 December 2008 under the Debt Issuance Programme can be terminated by the lenders and become due for repayment given a change of control. This does not apply if the purchaser of the shares is EDF (whose legal successor as shareholder is now the State of Baden-Württemberg) or Zweckverband OEW or another German state-owned public law corporation.

Two bilateral long-term bank loans, drawn to the value of €450 million and €500 million as of 31 December 2015, can be terminated by the lender and become due for repayment given a change of control at EnBW, provided the change of control has a negative effect on repayment of the loan in future. This does not apply if the purchaser of the shares is EDF (whose legal successor as shareholder is now the State of Baden-Württemberg) or Zweckverband OEW.

### Corporate law agreements

In the event of a change of control at EnBW, EnBW is required to offer its shareholding in EWE Aktiengesellschaft (EWE) to EWE's municipal shareholders, Weser-Ems-Energiebeteiligungen GmbH (WEE) and Energieverband Elbe-Weser-Beteiligungsholding GmbH (EEW). This agreement became obsolete with the full execution of the contracts agreed on 16 October 2015 between EnBW and EWE and its municipal shareholders WEE and EEW, as well as with Ems-Weser-Elbe Versorgungs- und Entsorgungsverband and the Ems-Weser-Elbe

Versorgungs- und der Entsorgungsverband Beteiligungsgesellschaft mbh.

### Compensation agreements

Compensation agreements pursuant to sections 289 (4) No. 9 and 315 (4) No. 9 of the HGB concluded with members of the Board of Management to cover any case of a change of control are described and explained in the remuneration report.

Nos. 4 and 5 of sections 289 (4) and 315 (4) German Commercial Code (HGB) were not relevant for EnBW in the 2015 financial year.

## Significant events after the reporting date

No events which would be significant for assessing the net assets, financial position and results of operations of EnBW occurred after 31 December 2015.