

This is a translation of the German original of the Spin-off Report. Only the German version of the Spin-off Report shall be legally binding and final.

Joint Spin-off Report

of the boards of management of

E.ON SE, DÜSSELDORF

and

Uniper SE, DÜSSELDORF

regarding the spin-off of a majority stake in the Uniper Group



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Annex 1 – Spin-off and Transfer Agreement (including annexes)

Annex 2 – List of shareholdings (in alphabetic order) of Uniper SE as of 31 December 2015
(derived from the scope of combination of Uniper AG (now: Uniper SE) in the combined financial statements of Uniper AG (now: Uniper SE) of 31 December 2015)

1 Introduction

Given the ongoing and fundamental changes in the energy markets, the board of management (*Vorstand*) of E.ON SE decided in late November 2014, with the supervisory board's approval, to implement a new strategic orientation for the E.ON Group.

Under the new strategic orientation, it is intended that the E.ON Group will focus on the Renewables, Energy Networks and Customer Solutions business areas, while retaining its nuclear power business in Germany. For this purpose, the E.ON Group intends, *inter alia*, to combine its other current business areas, conventional generation (including hydro, but excluding the German nuclear energy activities), global energy trading (in particular the distribution of electricity and gas) and power generation in Russia as well as the interest in the Yuzhno Russkoye gas field, into an independent new company, Uniper SE (together with its subsidiaries, hereinafter referred to as the “**Uniper Group**”), and to subsequently spin off the majority stake in the Uniper Group to the shareholders of E.ON SE.

The new strategic orientation is based on the assessment that two energy worlds have emerged over the past few years, namely the conventional and the new energy world. The conventional energy world meets the need for a stable, reliable energy supply. With the exception of nuclear assets, only conventional assets (including hydro power plants) can secure this energy supply which presupposes access to international energy markets. In parallel, a new energy world is emerging, which is characterised by the growth of renewables and distributed-generation technologies and meets customers' increasing desire for innovative individually tailored energy solutions. It also requires smart grids that keep up-to-date with the digitalisation of energy supply.

The two energy worlds impose completely different requirements on energy companies. E.ON SE will focus on a new energy world that is centered on customer orientation, efficient and increasingly smart grids, renewables, distributed generation and technical innovations. By contrast, the conventional energy world, in which the Uniper Group will operate, requires expertise and cost efficiency in conventional power plants and focus on global energy trading as well as the operation of gas storage facilities and participation in gas infrastructure.

These energy worlds are not separate, but interdependent, and will co-exist for decades to come. In this context, they call for very different business approaches. In addition, their respective success drivers differ. E.ON SE's board of management believes that the E.ON Group's historically broad-based business model would not be best placed to address these new challenges.

Therefore, the board of management of E.ON SE legally reorganised the E.ON Group in the course of 2015 by separating the activities relating to the new and the conventional energy world. In this context, the activities relating to the conventional energy world were combined to form the Uniper Group.

1.1 Pre-spin-off reorganisation measures relating to the E.ON Group

In order to prepare the separation of the new and conventional energy worlds, in 2015 and in early 2016 E.ON SE's board of management laid the foundation for the separation of the Uniper Group, headed by Uniper SE, by combining the essential activities relating to the conventional energy world into a subsidiary of Uniper SE, Uniper Holding GmbH, and by preparing for the listing of Uniper SE.

In essence, the following measures were or are being implemented to reorganise the E.ON Group prior to the spin-off and to enable Uniper SE to conduct its business as a stand-alone company:

- transferring the operating business of, and the shareholdings held by, E.ON Kraftwerke GmbH (the name under which Uniper SE formerly operated) to Uniper Kraftwerke GmbH, a subsidiary of Uniper Holding GmbH, as well as transferring various shareholdings held by E.ON Beteiligungen GmbH to Uniper Holding GmbH;
- various individual transfers of shareholdings in German and foreign entities, held by the E.ON Group and relating to the conventional energy world, to Uniper Holding GmbH as well as individual transfers of shareholdings, held by the Uniper Group and relating to the new energy world, to E.ON Group entities;
- dissolving the contractual group relationship between the E.ON Group entities and the Uniper Group entities as well as establishing a new contractual group within the Uniper Group;
- various measures to separate the Uniper Group from the E.ON Group's financial structures and achieving its financial independence;
- further measures to achieve the separation of the Uniper Group, such as transferring and separating administrative functions in the areas information technology, human resources and financial services, which are currently combined within E.ON Business Services GmbH.

This reorganisation was finalised and implemented in close cooperation with the employee representatives. Its purpose is to permanently continue E.ON's current businesses in two companies that are viable for the future. The pre-spin-off reorganisation did not entail any job-cutting measures. E.ON's proven track record of employee participation was guaranteed to employees both in Germany and abroad.

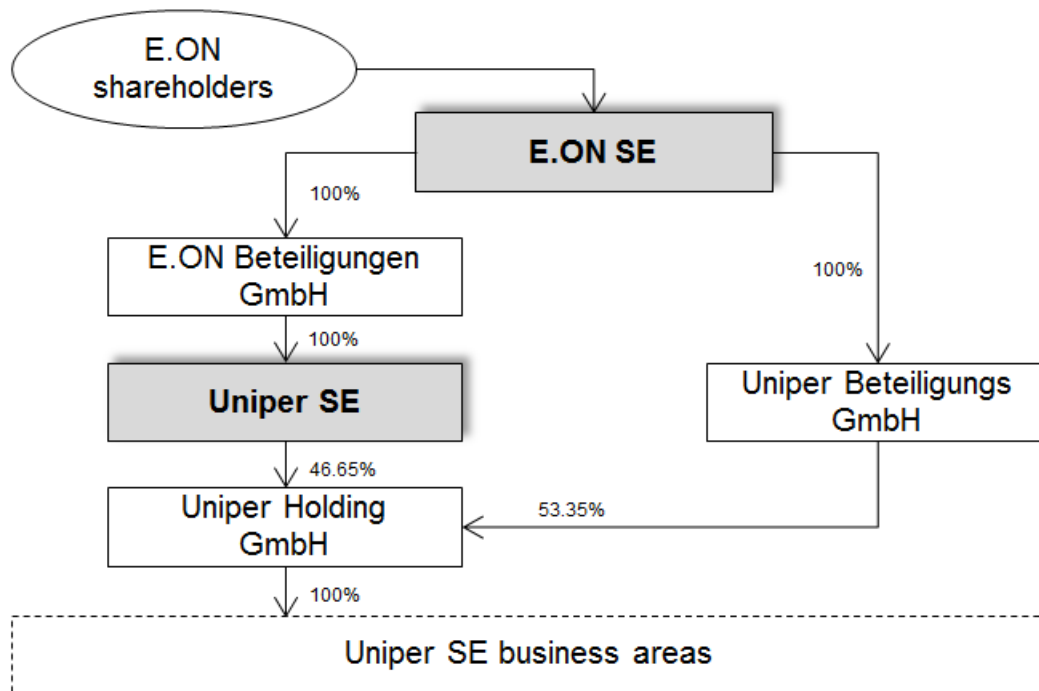
1.2 Spin-off of the majority stake in the Uniper Group

Following completion of the pre-spin-off reorganisation measures relating to the E.ON Group, E.ON SE will hold – through its wholly owned subsidiary, E.ON Beteiligungen GmbH – a 100% stake in Uniper SE, which in turn holds a 46.65% stake in Uniper Holding GmbH. The remaining 53.35% stake in Uniper Holding GmbH is held by Uniper Beteiligungen GmbH, another wholly owned subsidiary of E.ON SE.

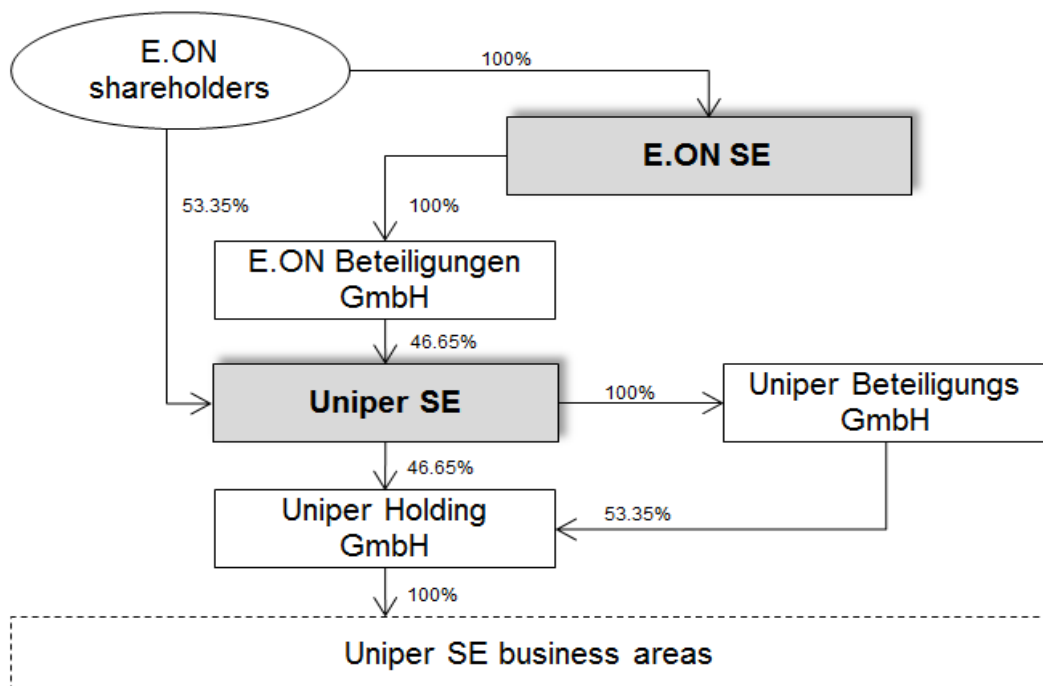
For the purposes of transferring the majority stake in the Uniper Group to the E.ON SE shareholders, it is intended that E.ON SE will spin off its 100% stake in Uniper Beteiligungen GmbH to Uniper SE by way of a spin-off by absorption (*Abspaltung zur Aufnahme*) according to section 123 para. 2 no. 1 of the German Conversion Act (*Umwandlungsgesetz – UmwG*), as a result of which the remaining 53.35% stake in Uniper Holding GmbH will indirectly transfer to Uniper SE. As consideration for this spin-off, new Uniper SE shares will be allocated to the E.ON SE shareholders at a ratio of 10:1, i.e. the E.ON SE shareholders will receive one Uniper SE share in return for ten E.ON SE shares. The new shares to be granted to the E.ON shareholders will be issued by Uniper SE by means of a capital increase for the purposes of implementing the spin-off ("**Spin-off Capital Increase**"). It is intended that, immediately after the spin-off has taken effect, the shares in Uniper SE will be admitted to trading on the Frankfurt Stock Exchange.

Upon the spin-off taking effect, the shareholders of E.ON SE will hold 53.35% of the shares in Uniper SE, and E.ON SE will hold 46.65% of the shares in Uniper SE indirectly through E.ON Beteiligungen GmbH. As a result, the shareholders of E.ON SE will remain fully invested in the activities of the Uniper Group to be separated after the spin-off – directly through their (new) shareholding in Uniper SE and indirectly through their shareholding in E.ON SE.

The below chart illustrates the shareholder structure immediately prior to the spin-off:



The below chart illustrates the shareholder structure immediately after the spin-off has taken effect:



For the purposes of implementing the proposed spin-off of the majority stake in the Uniper Group to the E.ON SE shareholders, E.ON SE, being the transferring entity, and Uniper SE, being the acquiring entity, entered into a notarised spin-off and transfer agreement (*Abspaltungs- und Übernahmevertrag*) on 18 April 2016 before the notary Dr Armin Hauschild having his official place of business in Düsseldorf (“**Spin-off and Transfer Agreement**”), which is attached to this Spin-off Report as Annex 1. The Spin-off and Transfer Agreement provides that the spin-off will be effected with retroactive economic effect as at 1 January 2016, 0.00 hrs (“**Spin-off Record Date**”). As between E.ON SE and Uniper SE *inter se*, all actions of E.ON SE relating to the spin-off assets will be deemed made for the account of Uniper SE as from the Spin-off Record Date.

The Spin-off and Transfer Agreement requires the approval of the general meetings of E.ON SE and Uniper SE to become effective. For this purpose, the Spin-off and Transfer Agreement explained in this Spin-off Report will be presented to E.ON SE’s annual general meeting to be held on 8 June 2016 for approval. Before the E.ON SE general meeting, E.ON Beteiligungen GmbH will have resolved, in its capacity as Uniper SE’s sole shareholder, on the approval of the Spin-off and Transfer Agreement.

Upon the spin-off taking effect, i.e. when it is entered into the commercial register of E.ON SE, the shares held by E.ON SE in Uniper Beteiligungs GmbH will be transferred to Uniper SE in their entirety by operation of law. As a result of the spin-off, Uniper SE will thus indirectly acquire the remaining 53.35% of Uniper Holding GmbH’s share capital in addition to the 46.65% already held by it, thus becoming the sole holding company of the Uniper Group.

In this Spin-off Report, the boards of management of E.ON SE and Uniper SE jointly explain and give reasons in relation to the details of the proposed spin-off and the Spin-off and Transfer Agreement in legal and economic terms in accordance with section 127 sentence 1 of the German Conversion Act (“**Spin-off Report**”). The purpose of this Spin-off Report is to provide detailed information to the shareholders of E.ON SE in advance to enable them to appropriately resolve on the spin-off in full knowledge of all relevant circumstances. The Spin-off Report does not qualify as a comparable document within the meaning of section 21 para. 4 of the German Securities Prospectus Act (*Wertpapierprospektgesetz*) and does not constitute advice to take a specific investment decision. The admission of the Uniper SE shares to trading on a stock exchange will be based on a separate prospectus.

2 Starting position – the E.ON Group prior to the spin-off

2.1 Overview

The E.ON Group came into existence in June 2000 as a result of the merger of two large traditional industrial enterprises, VEBA AG and VIAG AG. Both companies were founded in the 1920s to serve as holding companies for state-owned industrial enterprises. Privatised in the 1960s and 1980s, the two corporations were successful and were both listed on the DAX30 (Germany’s stock index of its top 30 blue chip corporations). With a focus on the energy business, the E.ON Group is now an important privately-owned energy enterprise. The E.ON Group is headed by E.ON SE being the ultimate parent company having its registered office in Düsseldorf.

In the 2015 financial year, the E.ON Group generated revenues of approx. EUR 116bn and employed more than 56,000 employees, most of them in Europe and in Russia. Through

its Renewables segment, the E.ON Group is a driving force behind the development of renewable energies in many countries in Europe and world-wide. Approx. 33m customers purchased gas and electricity from the entities of the E.ON Group in the 2015 financial year. The E.ON Group's broad electricity generation portfolio comprises around 45 GW of generation capacity.

With E.ON SE serving as Group Management, the E.ON Group was segmented into four global units and ten regional units in 2015. In addition, there is Russia as a focus region and the activities in Turkey and Brazil, which are combined as the non-EU countries unit. The four global units are Generation, Renewables, Global Commodities and Exploration & Production. The Technology unit as well as the different and separate support activities organised according to function provide group-wide support to Group Management and the global and regional units.

The below chart provides a schematic overview of this structure:

E.ON Group ¹				
Group Management				
Global units				Regional units
Generation	Renewables	Global Commodities	Exploration & Production	
<ul style="list-style-type: none"> Fossil generation (coal, gas and oil power plant, combined-cycle gas turbines) Nuclear power 	<ul style="list-style-type: none"> Wind power Hydro power Solar energy 	<ul style="list-style-type: none"> Electricity Oil Gas Liquefied natural gas (LNG) Coal Freight Carbon allowances 	<ul style="list-style-type: none"> Norway Great Britain² Russia 	<ul style="list-style-type: none"> Germany Great Britain Sweden Italy France Benelux Hungary Czech Republic Slovakia Romania
				Non-EU countries
Support functions				

¹ As of 31 December 2015.

² Completion of the sale of the exploration and production business in Great Britain is expected to take place in the first half of 2016.

2.2 E.ON SE as transferring entity

2.2.1 Registered office and financial year

The transferring entity, E.ON SE, is a European Company (Societas Europaea) having its registered office in Düsseldorf. E.ON SE is registered in the commercial register of the Local Court (*Amtsgericht*) of Düsseldorf under no. HRB 69043. Its financial year is the calendar year.

2.2.2 Share capital and shares

At the date of signing this Spin-off Report, the share capital of E.ON SE amounts to EUR 2,001,000,000.00 and is divided into 2,001,000,000 registered no-par-value shares (*auf den Namen lautende Stückaktien ohne Nennbetrag*) with a

proportionate amount in the share capital of EUR 1.00 per share. Each share carries one vote.

Article 3 para. 5 of the articles of association of E.ON SE provides for authorised capital (2012 Authorised Capital). In addition, article 3 para. 4 of the articles of association of E.ON SE provides for conditional capital (2012 Conditional Capital) in order to serve option or convertible bonds, profit participation rights or participation bonds which may be issued, subject to the supervisory board's approval, based on the board of management's authorisation as resolved by the general meeting of 3 May 2012 under item 8 of the agenda. These authorisations have not been used so far, neither has the authorised or conditional capital been utilised to issue shares nor have any convertible bonds, profit participation rights or participation bonds been issued by the date of signing this Spin-off Report.

The general meeting of 3 May 2012 further authorised the board of management of E.ON SE to acquire, by 2 May 2017, treasury shares representing up to 10% of E.ON SE's share capital as at the date of the resolution. At the date of signing this Spin-off Report, E.ON SE holds 48,603,400 treasury shares.

2.2.3 Share-based compensation and employee share schemes

The E.ON Group had, and continues to have, different share-based compensation and employee share schemes in place for its employees, executives and members of the board of management, the purpose of which is to reward their contribution to E.ON's growth and to further the long-term success of the company. Except for the employee share schemes, all other share-based compensation programmes available in the E.ON Group are settled in cash.

As part of the employee share scheme, employees other than members of board of management or executives were offered the opportunity to acquire treasury shares in E.ON SE on preferential terms. As the number of treasury shares held by E.ON SE is not intended to change in 2016 by the time of Uniper SE's listing and, therefore the employee share scheme was suspended for 2016, employees were granted an increased subsidy for the acquisition of shares in E.ON SE in 2015. The employee share scheme does not contain any special provisions in respect of the spin-off. For the employee share scheme, E.ON Group entities used a total of 1,419,934 treasury shares acquired for this purpose, or 0.07% of E.ON SE's share capital (2014: 919,064 treasury shares or 0.05% of the share capital).

In addition, since the 2003 financial year, employees in Great Britain have also had the opportunity to purchase shares in E.ON SE based on an employee share scheme and to acquire additional bonus shares.

Under share-based compensation programmes, the E.ON Group grants commitments to so-called virtual shares to the members of E.ON SE's board of management and certain executives, directors and officers of the E.ON Group. At the end of the four-year vesting period, each virtual share confers entitlement to a cash payment depending on the E.ON SE share's final price determined at that time and the relevant beneficiary's target attainment. Generally, the relevant amount will only be paid after the expiry of the four-years vesting period. This also applies if the beneficiary retires during this period or if the beneficiary's contract is terminated for operational reasons or expires during this period. A pay-out before the end of the vesting period will take place in the event of a change of control

within E.ON SE (“**Change of Control**”) or if a beneficiary dies. In these circumstances, compensation will be based on the average stock exchange price of the last 60 days prior to the first of the month in which the relevant event occurs.

2.2.4 Shareholder structure and stock exchange trading

According to the voting right announcements received by E.ON SE in accordance with sections 21, 22, 25 and 25a of the German Securities Trading Act (*Wertpapierhandelsgesetz – WpHG*), BlackRock Inc., Wilmington, USA – including voting rights of its subsidiaries attributed to it – is the largest single shareholder with 6.83% of voting rights and in addition is the holder of instruments within the meaning of section 25 of the German Securities Trading Act representing 0.26% of the voting rights (voting right announcement published on 1 April 2016).

With the exception of the above announcement, E.ON SE has not received any further voting right announcements according to sections 21, 22, 25 and 25a of the German Securities Trading Act stating a percentage of voting rights that exceeds 3%.

According to an analysis of E.ON SE’s shareholder structure, institutional investors represented approx. 75%, and private investors approx. 25%, of the share capital of E.ON SE at the end of 2015. Approx. 37% of E.ON SE’s share capital is owned by German investors and about 63% by foreign investors. This shareholder structure analysis is based on all shareholders identified without taking the treasury shares of E.ON SE into account.

The E.ON SE shares are represented by global certificates held in collective custody by Clearstream Banking AG, Frankfurt am Main (“**Clearstream**”), of which the E.ON SE shareholders have co-ownership in proportion to their shareholding.

The E.ON SE shares are admitted to trading on the regulated market of the Frankfurt Stock Exchange, in the sub-segment thereof, which carries additional post-admission obligations (Prime Standard) and are currently traded in Germany on the Düsseldorf Stock Exchange, the Baden-Württemberg Stock Exchange, the Berlin Stock Exchange, the Munich Stock Exchange, the Hanseatic Stock Exchange of Hamburg and in addition, the Lower-Saxony Stock Exchange in Hanover.

In addition, the E.ON SE shares may be traded over the counter as American Depositary Receipts (ADRs) in the USA. The economic value of an E.ON American Depositary Receipt is equal to that of an E.ON share.

2.2.5 Board of management

According to article 6 para. 1 of the articles of association of E.ON SE, the management consists of at least two members. The supervisory board is responsible for determining the number of members of the board of management.

The board of management of E.ON SE currently comprises five members:

- Dr Johannes Teysen, chairman of the board of management,
- Dr-Ing. Leonhard Birnbaum,
- Dr Bernhard Reutersberg,

- Michael Sen, and
- Dr Karsten Wildberger.

Pursuant to article 7 of the articles of association of E.ON SE, the company is legally represented by two members of the board of management or by one member of the board of management together with a holder of a statutory power of attorney (*Prokurist*).

2.2.6 Supervisory board

The supervisory board of E.ON SE consists of twelve members. Six members representing the shareholders are elected by the general meeting, which is not bound by appointment proposals in this respect. Another six members representing the employees were appointed in line with the then applicable agreement on arrangements for employee involvement in the SE entered into on 16 October 2012 in accordance with the German Act on Employee Participation in a European Company (*Gesetz über die Beteiligung der Arbeitnehmer in einer Europäischen Gesellschaft – SEBG*) (“**German SE Participation Act**”). These members were appointed for a first term of office until the end of the general meeting resolving on the discharge in respect of the first financial year, however, for a maximum period of three years, in addition to the subsequent second term of office until the end of the general meeting resolving on the discharge in respect of the fourth financial year following the beginning of the term of office (not counting the financial year in which the term of office begins), however, for a maximum period of six years. Following re-negotiations, a new involvement agreement including certain amendments was concluded between the SE Works Council and E.ON SE’s board of management on 14 April 2016 (“**E.ON Involvement Agreement**”). According to the provisions of the E.ON Involvement Agreement, the term of office of the supervisory board members appointed in accordance with the agreement on employee participation in E.ON SE dated 16 October 2012 is unaffected. According to the E.ON Involvement Agreement, the six members representing the employees will be elected by the SE Works Council of E.ON SE following the second term of office. In the event of a new election or re-appointment of supervisory board members by the court, the 30% gender quota must be observed, which requires that the supervisory board be composed of no less than 30% members of each gender. The E.ON Involvement Agreement provides that the gender quota must generally be reflected separately by both the shareholder and the employee representatives, which means that each group must appoint at least two members of each gender to the supervisory board as a general rule. Any appointment of individual members to the supervisory board which does not comply with the gender quota will be invalid. In the event of an *en bloc* appointment, such an appointment will be invalid in relation to the overrepresented gender, while the appointment of the members of the underrepresented gender will be valid. Any seats for which no member has been validly appointed will remain vacant.

The six supervisory board members representing the shareholders currently are:

- Werner Wenning, chairman of the supervisory board (independent member within the meaning of section 100 para. 5 of the German Stock Corporation Act (*Aktiengesetz – AktG*)),
- Prof Dr Ulrich Lehner, deputy chairman of the supervisory board,

- Baroness Denise Kingsmill, CBE,
- René Obermann,
- Dr Karen de Segundo, and
- Dr Theo Siegert (independent member within the meaning of section 100 para. 5 of the German Stock Corporation Act).

The six supervisory board members representing the shareholders were elected at the general meeting of E.ON SE held on 3 May 2013 for the period until the end of the general meeting resolving on their discharge (*Entlastung*) in respect of the fourth financial year after their election, but in any case, for a maximum period of six years. Therefore, their term of office will ordinarily end at the close of the 2018 annual general meeting. Werner Wenning and René Obermann resigned from their offices with effect as of the close of the 2016 annual general meeting.

The six supervisory board members representing the employees currently are:

- Andreas Scheidt, deputy chairman of the supervisory board,
- Clive Broutta,
- Thies Hansen,
- Eugen-Gheorghe Luha,
- Fred Schulz, and
- Elisabeth Wallbaum.

The supervisory board members representing the employees were appointed in accordance with the agreement on arrangements for employee involvement in E.ON SE dated 16 October 2012 for the term of office beginning at the close of the general meeting held on 3 May 2013. Their terms of office will end at the close of the 2018 annual general meeting.

The board of management and the supervisory board propose that E.ON SE's general meeting to be held on 8 June 2016 will resolve on a temporary increase in the number of members of the board of management from 12 to 18 until the close of the general meeting resolving on their discharge in respect of the 2017 financial year. Subject to a resolution of the general meeting affirming the proposal regarding this increase, three of the six additional members will also have to be elected as representatives of the shareholders on 8 June 2016, whereas the three members representing the employees will already have been appointed in accordance with the E.ON Involvement Agreement.

2.3 Units of the E.ON Group

The E.ON Group was segmented into four global and ten regional units and the activities in the non-EU countries, headed by E.ON SE's Group Management. E.ON SE's Group Management is in charge of the centralised management of the entire group (see section 2.4 "*Group Management*"). The four global units of the E.ON Group are Generation, Renewables, Global Commodities and Exploration & Production. The ten regional units manage the operations in Europe. In addition, there are activities which are combined in the non-EU countries units (Electricity Generation in Russia and the activities

in Turkey and Brazil). In addition to the global and regional units, Group Management is supported by different and separate support functions, such as IT, procurement, human resources, insurance, consulting, legal and business processes, which are organised according to function, and by the Technology unit (a part of Group Management) that combines comprehensive expertise in project management and in particular in project delivery (see section 2.1 “Overview”).

The key figures for the E.ON Group as a whole are as follows:

Key figures	2015 financial year	2014 financial year
Sales (€ in millions)	116,218	113,095
EBIT¹ (€ in millions)	4,369	4,695
EBITDA¹ (€ in millions)	7,557	8,376
Operating cash flow before interest and taxes (€ in millions).....	7,039	8,321
Net loss (€ in millions).....	-6,377	-3,130
Investments (€ in millions).....	4,174	4,637
Employees² (in persons).....	56,490	58,811

¹ adjusted for extraordinary effects

² excluding members of the board of management/managing directors and apprentices

2.3.1 Global units

(i) Generation

The Generation global unit combines all conventional, i.e. in particular fossil and nuclear, as well as biomass generation capacities in Europe. Those are managed and optimised across national boundaries.

The E.ON Group's generation fleet is one of the biggest and most efficient in Europe. The E.ON Group with its production locations in Germany, Great Britain, Sweden, France and the Benelux countries, is one of the broadest geographic footprints among European power producers.

The key figures for the Generation unit are as follows:

Key figures	2015 financial year	2014 financial year
Sales (€ in millions).....	7,537	10,285
EBIT¹ (€ in millions).....	745	1,201
EBITDA¹ (€ in millions).....	1,472	2,215
Operating cash flow before interest and taxes (€ in millions).....	1,500	1,769
Investments (€ in millions)	563	862
Employees² (in persons).....	6,216	7,491

¹ adjusted for extraordinary effects

² excluding members of the board of management/managing directors and apprentices

(ii) Renewables

The Renewables global unit comprises the development, construction and operation of hydro power, wind power and photovoltaic plants in Europe and North America.

The Renewables global unit is helping to drive renewables growth in numerous countries across Europe and the around world. The use of renewable energies has great potential. Therefore, the E.ON Group is steadily increasing its renewables' share of its generation portfolio and aims to play a leading role in this growing market. For this purpose, the E.ON Group in particular seeks out new solutions and technologies to make energy supply more environmentally friendly. The E.ON Group has therefore made significant investments in the Renewables unit in recent years.

The key figures for the Renewables unit are as follows:

Key figures	2015 financial year	2014 financial year
Sales (€ in millions).....	2,486	2,397
EBIT¹ (€ in millions).....	924	1,044
EBITDA¹ (€ in millions).....	1,346	1,500
Operating cash flow before interest and taxes (€ in millions).....	1,152	1,161
Investments (€ in millions).....	1,106	1,222
Employees² (in persons).....	1,573	1,723

¹ adjusted for extraordinary effects

² excluding members of the board of management/managing directors and apprentices

(iii) Global Commodities

The Global Commodities unit buys and sells electricity, natural gas, liquefied natural gas (LNG), oil, coal, freight, and carbon allowances taken altogether. It also manages and develops assets and contracts at different stages of the gas value chain, such as pipelines, long-term supply contracts and storage facilities and prepares the planning for power plant dispatch and control. This unit is thus the link between the E.ON Group and the world's wholesale energy markets.

The key figures for the Global Commodities unit are as follows:

Key figures	2015 financial year	2014 financial year
Sales (€ in millions).....	87,862	83,326
EBIT¹ (€ in millions).....	109	10
EBITDA¹ (€ in millions).....	223	106
Operating cash flow before interest and taxes (€ in millions).....	-145	693
Investments (€ in millions).....	113	115

Key figures	2015 financial year	2014 financial year
Employees² (in persons).....	1,320	1,371

¹ adjusted for extraordinary effects

² excluding members of the board of management/managing directors and apprentices

(iv) Exploration & Production

The Exploration & Production global unit is responsible for exploring and producing oil and gas in the North Sea focus region. The E.ON Group also holds a minority stake in the Yuzhno Russkoye gas field in Siberia. The Norwegian Exploration & Production segment was sold in late 2015 and the sale of the UK Exploration & Production segment is expected to be completed in the first half of 2016.

The key figures for the Exploration & Production unit are as follows:

Key figures	2015 financial year	2014 financial year
Sales (€ in millions).....	1,731	2,118
EBIT¹ (€ in millions).....	389	498
EBITDA¹ (€ in millions).....	895	1,136
Operating cash flow before interest and taxes (€ in millions).....	925	1,081
Investments (€ in millions).....	97	64
Employees² (in persons).....	236	236

¹ adjusted for extraordinary effects

² excluding members of the board of management/managing directors and apprentices

2.3.2 Regional units

Within the EU, the E.ON Group's operating business is managed by ten regional units in Germany, Great Britain, Sweden, Italy, France, Benelux, Hungary, Czech Republic, Slovakia and Romania. These units are responsible for the customer-oriented sales business, regional infrastructure and decentralized generation capacities. In the respective countries, they are also the local points of contact for the global units as well as for all relevant local stakeholders, e.g., policymakers, government agencies, trade associations and the media.

The key figures for the regional units are as follows:

(i) Germany

Key figures	2015 financial year	2014 financial year
Sales (€ in millions).....	19,337	19,169
EBIT¹ (€ in millions).....	1,537	1,099
EBITDA¹ (€ in millions).....	2,157	1,761

Key figures	2015 financial year	2014 financial year
Operating cash flow before interest and taxes (€ in millions)	1,733	1,045
Investments (€ in millions)	881	745
Employees² (in persons).....	11,465	11,627

¹ adjusted for extraordinary effects

² excluding members of the board of management/managing directors and apprentices

(ii) Other EU countries

Key figures	2015 financial year	2014 financial year
Sales (€ in millions).....	20,506	20,587
EBIT¹ (€ in millions).....	1,119	1,166
EBITDA¹ (€ in millions).....	1,756	1,775
Operating cash flow before interest and taxes (€ in millions)	2,062	2,093
Investments (€ in millions)	1,035	883
Employees² (in persons).....	24,992	25,048

¹ adjusted for extraordinary effects

² excluding members of the board of management/managing directors and apprentices

2.3.3 Non-EU countries

The E.ON Group combines its power generation business in Russia and its activities in Brazil and Turkey under the “Non-EU countries” unit. The main focus is power generation in Russia as a special-focus region, which, due to its geographic location and lack of integration into Europe’s integrated grid, has not been included in the global Generation unit. In addition, the E.ON Group’s “Non-EU countries” regional unit works with local partners in Brazil and Turkey to operate renewable and conventional generating activities as well as a distribution network and sales business.

The key figures for the non-EU countries unit are as follows:

Key figures	2015 financial year	2014 financial year
Sales (€ in millions).....	1,123	1,518
EBIT¹ (€ in millions)	226	293
EBITDA¹ (€ in millions).....	322	439
Operating cash flow before interest and taxes (€ in millions).....	357	491
Investments (€ in millions)	294	703
Employees² (in persons)	4,970	5,300

Key figures	<u>2015 financial year</u>	<u>2014 financial year</u>
¹ adjusted for extraordinary effects		
² excluding members of the board of management/managing directors and apprentices		

2.4 Group Management

The main task of Group Management is to co-ordinate the operating business and thus to lead the entire E.ON Group. Its responsibilities include ensuring that the Group's public perception is consistent, conducting financial policy and measures, managing the business of the E.ON Group across all segments, managing risk, developing the E.ON Group's strategy and continually optimising the E.ON Group's business portfolio and conducting shareholder management.

Group Management also comprises the Technology unit which brings together the comprehensive expertise in project management, project delivery and engineering. In all areas of activity of the E.ON Group, this unit supports the construction of new assets and the operation of existing assets across the E.ON Group. In addition, this unit also combines group-wide research and development activities for the E.ON Innovation Center.

The global and regional units are supported by different activities organised according to function. This includes the IT, procurement, human resources, insurance, consulting, legal and business processes support functions. These functions help to promote the E.ON Group's core business at a global level and use synergy effects, for example, by pooling the international professional expertise across the E.ON Group.

Some of the tasks across business areas, in particular in relation to IT, human resources and accounting, are performed by E.ON Business Services GmbH, a wholly owned indirect subsidiary of E.ON SE.

In addition, Group Management includes the direct shareholdings managed by E.ON SE as well as the consolidations to be made at group level.

The key figures for Group Management are as follows:

Key figures	<u>2015 financial year</u>	<u>2014 financial year</u>
Sales ¹ (€ in millions).....	-24,364	-26,305
EBIT ² (€ in millions)	-680	-616
EBITDA ² (€ in millions)	-614	-556
Operating cash flow before interest and taxes (€ in millions).....	-545	-12
Investments (€ in millions).....	85	43
Employees ³ (in persons).....	5,718	6,015

¹ sales mainly influenced by consolidation of sales

² adjusted for extraordinary effects

³ excluding members of the board of management/managing directors and apprentices, but including E.ON Business Services GmbH

2.5 Uniper SE as acquiring entity

2.5.1 General corporate information

Today's Uniper SE was incorporated in 1917 as Innwerk, Bayerische Aluminium AG having its registered office in Munich. Following a change of legal form to a company with limited liability under German law (*Gesellschaft mit beschränkter Haftung – GmbH*) and several changes of name before initiating the measures to achieve the separation of the Uniper Group, it most recently operated under the name of E.ON Kraftwerke GmbH. In connection with the separation of the Uniper Group, the company's name was changed to Uniper AG following another change of legal form to a stock corporation under German law (*Aktiengesellschaft – AG*). Finally, it obtained its current name after being converted into an SE. The company is now registered in the commercial register of the Local Court of Düsseldorf under no. HRB 77425.

Uniper SE's financial year is the calendar year.

2.5.2 Company's purpose of Uniper SE

In the course of the separation of the Uniper Group and the change of legal form as well as the change of name from E.ON Kraftwerke GmbH to Uniper AG and subsequently to Uniper SE, the purpose of the company was restated in the articles of association of Uniper SE. Following the restatement, the current purpose of the company is to provide energy (primarily electricity and gas) and water and to provide waste disposal services. The business activity may include production and exploitation, transmission and transport, acquisition, distribution and trading. Facilities of all kinds may be built, acquired and operated and services as well as co-operations of all kinds may be carried out. Uniper SE may engage in the aforementioned or in related business areas either itself or through subsidiaries or affiliates. It is entitled to take all actions and measures associated with or suitable to directly or indirectly serve the purpose of the company. It may also establish, acquire or hold an interest in other enterprises, in particular enterprises whose purpose extends, in whole or in part, to the business areas set out above. Furthermore, it is entitled to acquire interests in enterprises of any kind with the primary purpose of a financial investment of its own funds. It may change the structure of enterprises in which it holds an interest, may unite them under a unified management or confine itself to managing them and dispose of the interests it holds.

2.5.3 Share capital and shares; Authorised capital

The registered share capital of Uniper SE currently amounts to EUR 290,224,578.00 and is divided into 170,720,340 registered no-par-value shares with a proportionate amount in the share capital of EUR 1.70 per share. All shares are currently held by E.ON Beteiligungen GmbH (as to share capital following the spin-off, see section 5.3.1 "*General corporate information*").

According to the articles of association of Uniper SE, the shareholders' right to have their shares securitized is excluded. Uniper SE is entitled to issue global share certificates. The shares are currently not listed, but it is intended to have them admitted to trading on the regulated market of the Frankfurt Stock Exchange (in the sub-segment thereof with additional post-admission obligations (Prime Standard)) immediately after the spin-off has taken effect.

2.5.4 Share capital development

Following numerous corporate structure measures and the change of legal form to a company with limited liability under German law, the share capital of E.ON Kraftwerke GmbH, the name under which Uniper SE operated until it was converted into Uniper AG, amounted to EUR 283,445,000.00.

On 23 November 2015, the shareholders' meeting of E.ON Kraftwerke GmbH passed a resolution approving the company's conversion into a stock corporation operating under the name of Uniper AG. In this context, E.ON Kraftwerke GmbH's share capital of EUR 283,445,000.00 remained unchanged as the stock corporation's share capital, divided into 283,445,000 registered no-par-value shares with a notional proportionate amount in the share capital of EUR 1.00 per share.

On 19 January 2016, the general meeting of Uniper AG resolved – in preparation for the spin-off – to increase the share capital of EUR 283,445,000.00 by EUR 6,779,578.00 to EUR 290,224,578.00 and divide it into 170,720,340 registered no-par-value shares with a notional proportionate amount in the share capital of EUR 1.70 per share.

In the context of converting Uniper AG into an SE – which was approved on 23 March 2016 by Uniper AG's general meeting and took effect on 14 April 2016 upon its registration in the competent commercial register – the share capital remained unchanged.

2.5.5 Board of management

According to article 6 para. 1 of the articles of association of Uniper SE, the board of management consists of at least two members. The supervisory board is responsible for determining the number of members and for appointing and removing them.

The board of management currently comprises four members:

- Klaus Schäfer, chairman of the board of management (Chief Executive Officer),
- Christopher Delbrück, Chief Financial Officer,
- Eckhardt Rümmler, Chief Operating Officer, and
- Keith Martin, Chief Commercial Officer.

It is intended that the current four members of the board of management will also remain in the relevant office held by them following the spin-off taking effect.

Pursuant to article 7 of the articles of association of Uniper SE, Uniper SE is legally represented by two members of the board of management or by one member of the board of management together with a holder of a statutory power of attorney (*Prokurist*).

2.5.6 Supervisory board

The supervisory board of Uniper SE currently consists of twelve members and will also consist of twelve members following the spin-off taking effect. Six members representing the shareholders are elected by the general meeting, which is not

bound by appointment proposals in this respect. Another six members representing the employees were appointed to the first supervisory board and for the term of office following the first supervisory board under the agreement on arrangements for employee involvement in Uniper SE entered into on 12 January 2016 in accordance with the German SE Participation Act (“**Uniper Involvement Agreement**”). As regards any subsequent periods of office, the supervisory board members representing the employees will be elected by the SE Works Council. As from the date on which Uniper SE is listed on the stock exchange, in the event of a new election or re-appointment of supervisory board members by the court, the 30% gender quota has to be observed, which requires that the supervisory board be composed of no less than 30% members of each gender. The Uniper Involvement Agreement provides that the gender quota must generally be reflected separately by both the shareholder and the employee representatives, which means that each side must appoint at least two members of each gender to the supervisory board as a general rule. Any over-fulfilment of the quota on the shareholders’ or the employees’ side will only be set off against the gender quota of the relevant other side to the extent the supervisory board and the SE Works Council have consented thereto. Any appointment of individual members to the supervisory board which does not comply with the gender quota will be invalid. In the event of an *en bloc* appointment, such an appointment will be invalid in relation to the overrepresented gender, while the appointment of the members of the underrepresented gender will be valid. Any seats for which no member has been validly appointed will remain vacant.

The six supervisory board members representing the shareholders currently are:

- Dr Bernhard Reutersberg, chairman of the supervisory board,
- Dr Johannes Teyssen, deputy chairman of the supervisory board,
- Michael Sen,
- Karl-Heinz Feldmann,
- Dr Verena Volpert, and
- Dr Marc Spieker.

The six supervisory board members representing the shareholders were elected at the general meeting of Uniper AG held on 23 March 2016, which also resolved to convert the company into an SE operating under the name of Uniper SE, for the period until the close of the general meeting resolving on their discharge in respect of the first financial year of Uniper SE; in any case, they are elected for a maximum period of three years. Therefore, their terms of office will normally end at the close of the 2017 annual general meeting. It is intended that Dr Johannes Teyssen, Karl-Heinz Feldmann, Dr Verena Volpert and Dr Marc Spieker will resign from their offices in the first half of the year 2017 at the latest. It is intended that the following four new supervisory board members representing the shareholders are appointed for an interim period by the court or that they be proposed to the general meeting of shareholders of Uniper SE for election, as the case may be:

- Jearn-Francois Cirelli,
- David Charles Davies,

- Dr Marion Helmes, and
- Rebecca Ranich.

It is intended that Dr Bernhard Reutersberg and Michael Sen will remain in office beyond the first half of 2017 and that Dr Bernhard Reutersberg will remain as chairman of the supervisory board.

The six supervisory board members representing the employees currently are:

- Ingrid Åsander,
- Oliver Biniek,
- Barbara Jagodzinski,
- Andre Muilwijk,
- Andreas Scheidt, and
- Harald Seegatz.

The supervisory board members representing the employees were appointed in accordance with the provisions of the Uniper Involvement Agreement for a term of office beginning on 14 April 2016 (date of the SE conversion taking effect) until the close of the general meeting resolving on their discharge in respect of the first financial year of Uniper SE. The first term of office will end at the close of the 2017 annual general meeting. The supervisory board members representing the employees were simultaneously appointed for the term of office following the first term of office. They will also therefore remain in office also after the spin-off has taken effect.

2.5.7 Present role of Uniper SE in the E.ON Group

Until the separation of its business operations, Uniper SE (operating under the name of E.ON Kraftwerke GmbH at that time) operated 128 its own and managed coal, natural gas, petroleum and hydro power plants. As a result, E.ON Kraftwerke GmbH was responsible for nearly the entire German conventional generation fleet and the German hydro power plants of the E.ON Group, combining approx. 9,000 MW of operational capacity. In addition, it operated as a service provider, mainly rendering business operation services. The contracts Uniper SE had in place with the E.ON Group basically related to its participating in E.ON's group-wide cash pooling and the provision of support and other services in the field of technical maintenance as well as asset services to E.ON group entities through its subsidiary, E.ON Anlagenservice GmbH. As at 31 December 2014, it employed 2,510 persons in total (excluding dormant employment).

In the course of the separation of the Uniper Group, Uniper SE was made the ultimate parent company of the Uniper Group. Uniper SE is responsible for corporate management, which exerts functional control over the corporate functions in an integrated fashion.

3 The spin-off

3.1 Reasons for the spin-off

Once the spin-off of E.ON SE's 100% stake in Uniper Beteiligungs GmbH to Uniper SE takes effect and the shares in Uniper SE are granted to the E.ON SE shareholders in return, the E.ON SE shareholders will hold 53.35% of Uniper SE's share capital. From that time, E.ON SE's remaining share in Uniper SE's share capital will only be 46.65% held indirectly – through its 100% shareholding in E.ON Beteiligungen GmbH.

From the time at which the general meeting of E.ON SE consents to the Spin-off and Transfer Agreement, E.ON SE will report the business activities of the conventional energy business allocated to the Uniper Group as "discontinued operations" in its group financial statements. The consolidation of the Uniper Group in the E.ON group financial statements is to be terminated after the spin-off has taken effect by way of a Deconsolidation Agreement between E.ON SE and Uniper SE in the first half of 2017 at the latest (see section 8.1.2 "*Deconsolidation Agreement between E.ON SE and Uniper SE*"). Following the implementation of the Deconsolidation Agreement, the E.ON Group and the Uniper Group will form two separate and independent corporate groups.

The decision of E.ON SE's board of management to submit the Spin-off and Transfer Agreement to the company's annual general meeting for approval was preceded by a comprehensive analysis of the E.ON Group's current business activities and structures, the present and future requirements of the energy market and – on this basis – an extensive assessment of all options for strategic actions. Having considered all circumstances and action alternatives, E.ON SE's board of management is convinced that the Uniper Group's independence by way of a spin-off and its subsequent listing are in the best interests of not only E.ON SE and its shareholders, but also in order to continue the business of the Uniper Group entities as a going concern.

The decisive reasons which, in the view of the boards of management of E.ON SE and Uniper SE, are in favour of the independence of the Uniper Group in the context of the strategic further development of the E.ON Group and the Uniper Group and thus speak against the Uniper Group remaining a member of the E.ON Group, are set out below. In addition, the reasoning of E.ON SE's board of management behind its decision to implement a spin-off under the German Conversion Act is explained, which is, finally, followed by the main arguments on which E.ON SE's board of management based its decision to not fully dispose of its stake in the Uniper Group in connection with the spin-off.

3.1.1 Reasoning behind the decision to separate the E.ON Group

(i) Changes in the market environment

Renewables supplied, for example, by wind and solar energy, have gained increasing importance in recent years. In particular in conjunction with energy storage systems, such as batteries or power-to-gas plants, renewables have already become a viable alternative energy supply. At the same time, customers' expectations and roles are changing in substantial ways. Customers no longer see themselves exclusively as the recipients of power, gas and heat service, but are taking greater interest in the source and sustainability of energy supply. Many are already active, for example, as power generators or, intentionally, as energy-efficiency managers, using plants of their own. Alongside changing customer needs, policy and regulatory decisions in recent years have also placed an increasing emphasis on renewables, decentralized generation and energy efficiency to a large extent. As a result of these developments, the traditional energy

value chain is fragmenting into an increasing number of different market segments. This also creates opportunities for new specialised market entrants and makes competition even keener at all stages of the value chain. This new energy world – encompassing sustainable solutions, autonomous and pro-active customers, renewables, decentralized energy generation, energy efficiency and local energy systems – offers considerable growth potential in new business areas. It will experience dynamic growth and will rapidly play an increasingly significant role, in particular in the major industrialised countries.

In addition, the conventional energy world will continue to exist and will offer opportunities to well-positioned companies. As generating power through large-scale plants will remain indispensable for ensuring a reliable power supply, it is undeniable that mechanisms will need to be established in the long run that provide appropriate compensation for maintaining this capacity. Companies which actively shape the inevitable market consolidation in industrialised nations will strengthen their market position and gain clear competitive advantages. In addition, an affordable and reliable power supply, preferably from local or domestic sources, is necessary in countries where the need for energy is growing at a fast pace. It is precisely in this area that the generation technologies of the conventional energy world play a prominent role. Globally, energy demand continues to rise, creating opportunities for energy trading at the same time. In this context, energy trading will play the role of a network connecting international markets.

Hence, both energy worlds offer abundant market and growth opportunities, however, they differ considerably in terms of value drivers, competitors, processes, risks, capital costs, skills, investors and success factors.

Against this background, two smaller companies led by two different boards of management and listed independently from each other, that will be able to focus on the different challenges presented by the new energy world and the conventional energy world in a targeted fashion, are to be created in the spin-off. Those elements of power generation the E.ON Group will focus on are customer orientation, decentralized generation, efficient and increasingly smart grids, renewables, and technical innovations. In contrast, what matters most in the conventional power generation business to be operated by the Uniper Group is expertise and cost efficiency in large conventional power plants as well as global energy trading. Here, the Uniper Group will fundamentally contribute to ensuring supply security and thus to creating stable framework conditions for the changing energy systems. Value is intended to be created through the strategic positioning of generation assets, optimised technology and use of fuel that delivers cost leadership, excellent expertise in operations, technologies, optimisation and trading and through efficient capital allocation, and, not least, by an efficient and streamlined positioning of the entire enterprise.

(ii) Reasons for the separation from E.ON SE's and Uniper SE's perspective

The boards of management of both E.ON SE and Uniper SE are convinced that the separation into two smaller, separate and thus more dynamic and

more focused companies will materially strengthen the competitive position of all current E.ON activities. Both companies will be able to better and independently diversify their business activities by customers, technologies, risks and markets and to take a more focused approach to developing the necessary capabilities and processes. Each of the two companies will be able to develop a consistent corporate culture and establish a clear positioning based on their own competitive advantages.

Also from the investors' perspective, the risk profiles relating to the conventional power generation activities combined in the Uniper Group differ from those relating to the E.ON Group, which means that these activities generally attract a different type of investors. When making investments, investors may rely on the E.ON Group and/or the Uniper Group and the relevant business activities combined within each of them in a targeted fashion in the future. Investors who have, by now, refrained from making investments in the E.ON Group, given, for example, its strongly diversified structure may invest in accordance with their own risk preferences and investment strategies in the future. At the same time, each E.ON shareholder is free to remain invested in all present activities of the E.ON Group, which will be combined in the future Uniper Group, by holding the additional Uniper SE shares.

(iii) Additional reasons for the separation from E.ON SE's perspective

Based on its three future pillars Renewables, Energy Networks and Customer Solutions, the E.ON Group already has a very strong market position, with an added expertise in technology. With a portfolio consisting of one of the most efficient distribution networks, a generation portfolio of 4.4 GW of renewables and access to approx. 33m customers (as of 31 December 2015) in important European markets and in Turkey, the E.ON Group has the broad foundation required to participate in shaping the new energy world's further development.

By separating from the Uniper Group's present conventional generation activities, the E.ON Group will be able to focus more intensely on the new energy world, and to become the partner of choice for energy and customer solutions. This includes not only the opportunity to enhance its profile as a partner for a sustainable urban development, e.g. by providing resource-conserving and environmentally friendly energy and transport solutions, but also the positioning of itself vis-à-vis end customers by offering tariffs for renewable energy or innovative customer solutions for energy saving. The focused organisation and new strategic orientation will enable the E.ON Group to retain its existing strengths and build on them in a much more efficient way.

As a result of the separation, E.ON SE will be able to offer both the necessary entrepreneurial flexibility to the Uniper Group and to further align the E.ON portfolio to the core business areas identified in relation to the new energy world. Enabling the Uniper Group to independently access the capital market allows E.ON SE to better allocate capital within the E.ON Group in line with its strategic orientation, thus sustainably strengthening and expanding the E.ON Group's competitive position.

(iv) Additional reasons for the separation from Uniper SE's perspective

Transferring the E.ON Group's conventional upstream and midstream businesses (including, among others, gas production, generation, trading and wholesale customer businesses, including related assets) into a new, independent company will enable the Uniper Group to realise the full potential of these businesses. In the European Generation, Global Commodities and International Electricity Generation segments it covers, Uniper SE will focus on ensuring energy supply security, which will be required in the long term, and access to global trading markets for the relevant products. With a generating capacity of approx. 40 GW, the Uniper Group will become a leading power producer in Europe and Russia. With a strong natural gas portfolio ranging from a participation in one of Russia's largest gas fields and transport pipelines to Europe, long-term gas supply contracts and LNG (*liquefied natural gas*) trading and considerable gas storage capacities in Germany and other countries, the Uniper Group will also be one of the major suppliers in the natural gas business.

As a consequence of this separation from the structures of the E.ON Group and Uniper Group's independence, which will occur at the latest upon the implementation of the Deconsolidation Agreement, Uniper SE will have the opportunity to specifically focus on its own business areas. Given such a focus, Uniper SE will also be able to respond more quickly and effectively to the shifting challenges of the energy market.

Following the separation and the subsequent spin-off, the Uniper Group will independently obtain funding on the capital market and independently decide on how to use such funding in the future. While the Uniper Group remains integrated in the structures of the E.ON Group it has very limited access to separate external funding. Moreover, the Uniper Group depends on the allocation of funding within the E.ON Group, which is based on a variety of factors, such as the strategic importance or the synergy potential attached to the projects or activities to be funded.

The landscape will also change from the investors' perspective. A clearer focus will enable investors to recognise opportunities and risks arising under the focussed portfolio more easily. As a result of the ratio between opportunities and risks that arises, it will be possible to approach new investors who have not previously held any E.ON shares and who are looking for exactly this relation between opportunities and risks.

(v) Disadvantages

The separation of the Uniper Group also involves disadvantages, in particular in the form of losses of synergies and economies of scale, potential competition between the E.ON Group and the Uniper Group on the energy market in the future, potential increases in refinancing costs and costs incurred in connection with the separation of the Uniper Group, in the form of direct costs, taxes and additional expenses.

As a result of the separation of the Uniper Group, certain business areas, in particular the service units, the purchase and sale of electricity and gas as well as procurement, may face losses of previous synergies and

economies of scale. This will in particular affect the area of personnel and insurance costs. However, the boards of management of E.ON SE and Uniper SE are convinced that the expected positive effects of the division into two smaller and more dynamic and more focused companies will outweigh the losses of synergies and economies of scale.

Against the background of the anticipated positive effects of the separation, even the fact that the Uniper Group and the E.ON Group might compete with each other in certain areas does not merit to substantiate a different assessment. The boards of management of E.ON SE and Uniper SE believe that potential future competition between both companies will also serve the purpose of focussing on the identified core business areas of both the E.ON Group and the Uniper Group and lead to more entrepreneurial flexibility.

As another consequence of the Uniper Group's financial separation from the E.ON Group and of its subsequent independence, the Uniper Group will be required to redeem, in the short-term, its debt financing previously obtained by the E.ON Group and to refinance itself, possibly also on less favourable terms. Less favourable refinancing terms could result, *inter alia*, from the Uniper Group obtaining a less favourable rating than the E.ON Group as a consequence of a reduced overall debt capacity of the Uniper Group. The same is true for any security provided by E.ON SE to third parties in relation to Uniper Group entities. Such security will also have to be replaced, in principle, by security provided by the Uniper Group when the spin-off takes effect.

Ultimately, Uniper SE's continued liability for the liabilities of E.ON SE pursuant to section 133 of the German Conversion Act might entail disadvantages of the spin-off for the Uniper Group. Against this background, E.ON SE and Uniper SE have agreed to corresponding indemnifications in their internal relationship in the Spin-off and Transfer Agreement (for details, see section 10.1.8 "*Creditor protection and internal settlement (clause 8)*").

In addition, the separation and the spin-off of the Uniper Group will carry one-off costs. The external one-off costs associated with the separation of the Uniper Group are essentially composed of costs of establishing two separate and independent sub-groups, such as costs of the separation of IT systems and applications as well as costs of establishing independent energy procurement within the E.ON Group. In addition, taxes will accrue in this regard (for details, see section 3.2.5 "*Costs of the measures to achieve the Uniper Group's independence*"). There also will be the external costs of the spin-off and its implementation which are mainly comprised of costs in connection with external consulting (in particular by investment banks and legal advisers), audit fees (auditors) and other transaction costs. Taxes will also accrue in this regard (see section 3.6 "*Costs of the spin-off*"). The boards of management of E.ON SE and Uniper SE hold the view that the above advantages of the separation of the Uniper Group will outweigh the tax burdens and costs caused by the separation.

3.1.2 Spin-off decision as the preferred implementation option

In essence, the following three options were considered as means of implementing the separation from the Uniper Group: a spin-off under the German Conversion Act, a sale of the Uniper Group by way of an initial public offering of shares in Uniper SE and a company sale of the Uniper Group.

Following a thorough assessment of these options, E.ON SE's board of management decided with the approval of the supervisory board to carry out a spin-off pursuant to the German Conversion Act. In the context of its assessment, E.ON SE's board of management also sought external advisers' expertise. In the view of E.ON SE's board of management, the advantages of the partial spin-off pursuant to the German Conversion Act, in particular the transaction certainty and the ability to determine the remaining stake in E.ON SE, outweigh the disadvantages associated therewith. The management board of E.ON SE is convinced that the chosen transaction structure is, from the perspective of E.ON SE's shareholders, preferable to the alternative options in light of their respective advantages and disadvantages.

At the time of the decision regarding the separation of the Uniper Group and during the ongoing preparatory process for the spin-off, a review was carried out as to whether a separate operative Uniper Group remaining within the E.ON Group on a temporary basis would be a preferable alternative as compared to a separation. However, the Uniper Group remaining in the E.ON Group on a temporary basis would entail considerable disadvantages as compared to the separation:

- It would be impossible to implement the strategy of independently focussing both companies on their relevant markets and energy worlds if the Uniper Group remained part of the E.ON Group.
- Accordingly, both companies would not fulfil the requirements for successfully prevailing in the dynamic changes of the energy worlds that would be fulfilled by the independence.

The reasons for effecting the separation of the Uniper Group by way of a spin-off are as follows:

(i) Reasons for the separation by way of a spin-off

A separation of the E.ON Group and the Uniper Group by way of a spin-off is in the opinion of E.ON SE's board of management in the best interests of E.ON SE, its shareholders and its employees. This is mainly for the following reasons:

The spin-off can be carried out independently of the given capital market environment and therefore offers a high level of transaction certainty, in contrast to an initial public offering by way of a public offer. Following an approval by E.ON SE's general meeting a spin-off and subsequent admission of the Uniper SE shares to trading on a stock exchange can be effected largely independent of a potentially changing capital market environment.

In addition to the high transaction certainty, the spin-off offers the advantage that the percentage of the stake in Uniper SE, as the acquiring entity, still to be held by E.ON SE following the separation from the Uniper Group can be determined with certainty prior to the transaction – in contrast

to an initial public offering involving a book building procedure. In the event of an initial public offering of Uniper SE, the percentage of the stake indirectly remaining with E.ON SE would have depended on the relevant willingness of the market to accept the offering. The spin-off therefore helps create certainty at an early stage with regard to the future ownership structure and also for the resulting management structure of the Uniper Group.

A spin-off can also avoid a significant discount to the value of the shares in Uniper SE, which would be necessary in the context of a placement in the event of an initial public offering. E.ON SE's shareholders will directly benefit from this. In order to be able to place the shares in Uniper SE with investors in the context of an initial public offering with sufficient transaction certainty, a significant discount to the shares' value would likely be necessary, since only in these circumstances would investors be willing to subscribe for the shares in an overall volatile capital market environment. This discount would be solely to the benefit of the new investors and not for the present E.ON shareholders.

Furthermore, the spin-off would allow the E.ON shareholders to continue their participation in the activities of the Uniper Group, which would not be the case in the event of a sale of the Uniper Group and would only be the case in the event of an initial public offering of the shares in Uniper SE if the E.ON shareholders made an additional investment. In addition, all of E.ON SE's shareholders can freely decide individually whether following the spin-off they still want to participate both in all the activities of the E.ON Group through their stake in E.ON SE and all the activities of the Uniper Group through their stake in Uniper SE, or whether they want to sell the shares in one of the two companies on the stock exchange, following which they will participate in only one part of the present activities of the E.ON Group and in only one of the two groups, each of which having separate investment profiles. For a transitional period until the sale of the entire indirect stake in Uniper SE held by the E.ON Group, however, an E.ON shareholder will also maintain an indirect stake in the Uniper Group.

In the context of the decision in favour of a spin-off, the disadvantages for the E.ON Group associated with the spin-off were also considered. For example, the spin-off represents a distribution of equity of the transferring entity to its shareholders. Therefore, the spin-off of the majority stake in the Uniper Group results in a direct reduction of E.ON SE's equity as determined under the German Commercial Code (*Handelsgesetzbuch – HGB*) in the amount of the book value of the stake that is spun off, as well as in a reduction of the distribution reserves. This applies in a similar way to E.ON SE's consolidated balance sheet prepared in accordance with International Financial Reporting Standards ("**IFRS**"). Upon the registration of the spin-off and the subsequent deconsolidation of the Uniper Group, the remaining stake in Uniper SE will be accounted for on E.ON SE's consolidated balance sheet at fair value under the equity method, i.e. at the value of the *pro rata* net assets of the Uniper Groups. Should the listing of Uniper SE result in a stock market value below the *pro rata* net assets of the Uniper Group, this would require a corresponding valuation adjustment

on E.ON SE's consolidated financial statements. Therefore a further significant reduction of the Group's equity may occur. As a result, E.ON Group's creditworthiness may deteriorate and its debt capacity may be reduced.

In addition, a company spinning off a stake will not generate an inflow of liquid funds in the form of sale or placement proceeds resulting from the spin-off, as would be the case in the event of an initial public offering of the shares or a company sale. However, E.ON SE will still generate corresponding sales proceeds with the proposed medium-term sale of its initially remaining 46.65% stake in Uniper SE.

Furthermore, in the event of a spin-off pursuant to the German Conversion Act, the transaction structure is slightly more complex than it would have been had another transaction been chosen, for example an initial public offering of the shares. These more complex parts include, *inter alia*, the involvement of the general meeting, the preparation of a spin-off report and the audit of the spin-off through a judicially appointed auditor, which are required under the German Conversion Act.

In addition to this, with regard to the potential disadvantages of a spin-off, it must be assumed that upon the spin-off, upon which all E.ON shareholders will receive Uniper SE shares, some of the investors (e.g. certain equity funds) will due to their investment guidelines and objectives not be able to hold on to the shares allocated to them and thus sell those shares. The spin-off's effect on E.ON SE's market capitalisation and thus on E.ON SE's membership of domestic and foreign share indices must also be taken into account in light of this. This has the potential to impact the stock exchange prices of the E.ON and/or the Uniper share in a negative way (as to the expectations of E.ON SE's board of management regarding the continued inclusion of the E.ON share in the DAX and the Euro Stoxx 50, see section 4.3.3 "*Effects of the spin-off on the shares of E.ON SE*").

In the opinion of E.ON SE's board of management – considering the advantages and disadvantages associated with the spin-off as a transaction alternative – the spin-off represents the preferable transaction alternative, since in particular the spin-off allows ensures a high level of transaction certainty, the opportunity to determine the stake in Uniper SE temporarily remaining with E.ON SE and the preservation of the value of the stake held by E.ON SE's shareholders by avoiding a discount in the context of the placement.

Therefore, E.ON SE's board of management is convinced that the spin-off's advantages set forth above outweigh the spin-off's disadvantages.

(ii) Reasons against a sale by way of an initial public offering of Uniper SE

E.ON SE's board of management has thoroughly examined the option of the separation of the Uniper Group by way of an initial public offering of the Uniper SE shares as an alternative to the spin-off. In the opinion of the board of management, such a transaction structure is currently not in the interest of either E.ON SE or its shareholders.

In the event of a sale of Uniper SE by means of an initial public offering, it would have been possible for E.ON SE to generate placement proceeds that could have been used for debt relief or new investments, or distributed to the E.ON shareholders. Moreover, Uniper SE would also receive funds if there is a capital increase in Uniper SE in the context of the initial public offering of Uniper SE.

From the point of view of E.ON SE's board of management, however, the main argument against an initial public offering of the shares in Uniper SE is that from today's perspective the necessary transaction certainty does not exist in the event of an initial public offering of the shares, due to the current and short-term prospective capital markets environment, which means that it is not sufficiently certain whether an initial public offering of the shares can be successfully carried out at all or in the volume necessary to effect the separation. Therefore, an initial public offering poses the risk that it cannot be effected within the intended period. This lack of transaction certainty would have considerable consequences for the implementation of the strategy, staff motivation as well as the perception by other stakeholders.

In addition, a new investor base would have to be established for the Uniper Group in an initial public offering. From today's perspective, a considerable discount on the market value of the shares issued by Uniper SE would have been required in order to attract new investors to invest in shares of Uniper SE, due to the given market environment and the market environment to be expected in the short term. Only the new investors would have benefitted from such discount.

In particular, in view of the transaction risks associated with an initial public offering, the spin-off is therefore, from the point of view of E.ON SE and its shareholders and from the point of view of Uniper SE, the better option overall.

(iii) Reasons against a sale by way of a company sale

Prior to its decision, E.ON SE's board of management also considered, and following a thorough review decided against, the option of a sale of the Uniper Group by way of a company sale.

In this context, the decisive criterion in particular was that, in the event of a company sale, it would not have been possible to achieve the high level of transaction security that exists in the case of a spin-off. Instead, the opportunity of a disposal by way of a company sale would have been ascertained only at the end of a complex – and time-consuming – selling and negotiation process, involving uncertainty as to its result. This would entail the disadvantages described above.

A company sale of the Uniper Group would furthermore not have achieved the objective of creating two listed companies in the different energy worlds. The shareholders of E.ON SE would have lost the option to continue to participate in the Uniper Group's activities and to decide freely on an investment or divestment.

Furthermore, a company sale bears the risk that a potential purchaser may face resistance from the public, shareholders and other stakeholders, involving related consequences for E.ON SE.

In the opinion of E.ON SE's board of management, the chosen transaction structure is therefore the best fit for the future direction of the Uniper Group as a stand-alone entity focussed on the conventional energy business and thus offers it the best prospects for successful development.

3.1.3 Partial spin-off decision

E.ON SE does not intend to spin off its entire stake in the Uniper Group. Immediately after the spin-off takes effect, E.ON SE will hold – indirectly, through its 100% stake in E.ON Beteiligungen GmbH – 46.65% of Uniper SE's share capital. Due to the percentage of E.ON SE's remaining indirect stake of 46.65% in Uniper SE's share capital, which will likely represent a majority in attendance in the general meeting of Uniper SE, E.ON SE will continue to fully consolidate the shares in Uniper SE held by it in its group financial statements on a temporary basis, following the spin-off taking effect until conclusion and implementation of a Deconsolidation Agreement (see section 8.1.2 "*Deconsolidation Agreement between E.ON SE and Uniper SE*").

By retaining an indirect stake in the Uniper Group after the spin-off, E.ON SE shows its trust in the Uniper Group's potential and future development. It has, however, no ambition to manage the company; rather, as a listed group of companies the Uniper Group is to act on a stand-alone basis and independent from E.ON SE in the future. At the same time, the portion of 53.35% of the Uniper SE shares to be issued to the E.ON SE shareholders as part of the spin-off will ensure sufficient liquidity of the Uniper SE shares on the stock exchange.

E.ON SE intends to sell its remaining indirect stake in Uniper SE over a medium-term period. As a result of such sale, corresponding sales proceeds would also accrue to E.ON. To that extent, the partial spin-off ensures – from the perspective of E.ON SE's board of management – a good balance between the benefits relating to a spin-off, on the one hand, and a sale or initial public offering of the stake in Uniper SE, on the other hand. Furthermore, the partial spin-off allows observance of tax-related holding periods with regard to the indirect stake in Uniper SE held by E.ON SE.

3.1.4 Reasons for the spin-off by absorption decision

Having considered all options, E.ON SE's board of management decided in favour of a spin-off by absorption pursuant to section 123 para. 2 no. 1 of the German Conversion Act. The difference between a spin-off by absorption and a spin-off by formation of a new legal entity (*Abspaltung zur Neugründung*) (section 123 para. 2 no. 2 of the German Conversion Act) is that in the case of a spin-off by absorption the acquiring entity (in this case Uniper SE) already exists prior to the spin-off. This is the basic prerequisite for the pursued objective of E.ON SE holding a minority stake in Uniper SE, for the creation of which E.ON SE spins off its 100% stake in Uniper Beteiligungs GmbH and thus indirectly the latter's 53.35% majority stake in Uniper Holding GmbH to Uniper SE (see the detailed description on this in section 3.4.12 "*Ownership structure after the spin-off*"). This ownership structure

could not have been achieved as simply by the formation of a new Uniper SE in the course of the spin-off.

Since a spin-off audit is required by law, a spin-off by absorption does in fact give rise to additional costs as compared to a spin-off by formation of a new legal entity; however, in the opinion of E.ON SE's board of management these costs are not significant compared to the described advantages, not least in view of the overall costs of any type of spin-off.

3.2 Making the Uniper Group legally and organisationally independent

In 2015, E.ON SE started to make the Uniper Group independent within the E.ON Group and eligible for the capital market. To do so, the basis for Uniper SE's independence was formed by pooling the activities relating to the conventional energy world (with the exception of the nuclear power business in Germany, see section 6.1.2 (iv) "*Non-Core*" and section 7 "*The German nuclear energy business of the E.ON Group after the spin-off*") in Uniper SE's subsidiary, Uniper Holding GmbH, and by preparing the listing of Uniper SE (see sections 3.2.1 "*Corporate restructuring of the E.ON Group*" and 3.2.2 "*Termination of enterprise agreements and conclusion of new enterprise agreements*" below in this regard). In certain areas the E.ON Group and the Uniper Group will also collaborate after the spin-off has taken effect (see section 8 "*Relationships between the Uniper Group and the E.ON Group after the spin-off*").

3.2.1 Corporate restructuring of the E.ON Group

In September 2015, the total operating activities of Uniper SE (which operated under the name of E.ON Kraftwerke GmbH at the time), i.e. basically almost the entire national conventional generation fleet and the German hydro power plants, including all of its shareholdings (with the exception of its stake in its subsidiary Uniper Holding GmbH) were demerged to Uniper Holding GmbH and subsequently to Uniper Kraftwerke GmbH, a subsidiary of Uniper Holding GmbH.

E.ON Beteiligungen GmbH, which will continue to belong to the E.ON Group after the spin-off has taken effect, also demerged significant stakes in the areas of conventional power generation and global energy trading to its wholly owned subsidiary Uniper SE. Those were in particular the stakes in Uniper Generation GmbH, Uniper Global Commodities SE, Uniper Technologies GmbH and Rhein-Main-Donau Aktiengesellschaft. Uniper SE then subsequently demerged these stakes to Uniper Holding GmbH.

In addition, Uniper Beteiligungs GmbH contributed to Uniper Holding GmbH various stakes in domestic and foreign companies allocated to the Uniper Group by way of non-cash capital increase, in particular from the conventional power generation sector. Those were the stakes in Uniper Exploration & Production GmbH, Uniper UK Limited, Sydkraft AB, Uniper Trend s.r.o. and Uniper Benelux Holding B.V. The issuance of shares as consideration for these contributions led to Uniper Beteiligungs GmbH's current 53.35% stake in Uniper Holding GmbH.

Finally, various individual entities and individual assets (in particular several properties) of individual entities of the E.ON Group were transferred to the Uniper Group by way of individual transfer. Those were entities and assets that were allocated to the Generation, Global Commodities or International Electricity

Generation units within the E.ON Group but which were not transferred to the Uniper Group in the context of the demergers and contributions described above.

In addition to this, a number of entities and assets (in particular several properties) that had also been transferred to the Uniper Group as stakes and assets, respectively, of entities that had been demerged or contributed in the context of the demergers and contributions, but were allocated to the business activities remaining with the E.ON Group, were transferred back to the E.ON Group. Those were, *inter alia*, the shareholding in Amrum-Offshore West GmbH relating to the offshore windfarm Amrumbank West owned by it and the 15.5% stake in Nord Stream AG relating to the Nord Stream gas pipeline. The shareholding in Amrum-Offshore West GmbH was transferred back to the E.ON Group at the end of 2015; the transfer of the stake in Nord Stream AG took place on 23 March 2016.

3.2.2 Termination of enterprise agreements and conclusion of new enterprise agreements

As part of the separation of the Uniper Group, the existing enterprise agreements (profit and loss transfer agreements or domination and profit and loss transfer agreements) between the entities belonging to the Uniper Group and entities not belonging to the Uniper Group were terminated with effect as of 31 December 2015 at the latest. In particular, the domination and profit and loss transfer agreement between E.ON Beteiligungen GmbH and Uniper SE (operating under the name of E.ON Kraftwerke GmbH at the time of conclusion of the domination and profit and loss transfer agreement) was terminated. As a result, E.ON SE's contractual right to give instructions as well as Uniper SE's obligation to transfer profit and loss and its inclusion in the E.ON Group's fiscal unity was terminated.

The Uniper Group forms a new contractual group as of the beginning of the 2016 financial year by concluding new, with effect as of 1 January 2016 at the latest, or continuing existing, as the case may be, domination and profit and loss transfer agreements between Uniper SE and Uniper Holding GmbH as well as between Uniper Holding GmbH and the material German operating parent companies, such as Uniper Global Commodities SE.

3.2.3 Measures regarding the financing of the Uniper Group

Until the separation process started, the Uniper Group was integrated into the E.ON Group's financial management. The financing largely took place by way of including the respective entity belonging to the Uniper Group in the E.ON Group's cash pooling process. E.ON SE, or financial institutions instructed by it (credit and insurance institutions), provided security for the performance of contractual obligations of entities of the Uniper Group towards their contractual partners (e.g. guarantees, comfort letters or parent company guarantees). The E.ON Group also entered into currency and interest hedges with Uniper Group entities.

Various measures have already been taken in order to conclude the process of making the Uniper Group financially independent by the time the spin-off takes effect.

(i) Cash pooling & cash management

The inclusion of the entities belonging to the Uniper Group in the automatic cash pooling process of the E.ON Group was terminated as part of the

separation of the Uniper Group. The resulting individual balances of the respective Uniper Group entities at the time the inclusion was terminated were transferred to Uniper SE or settled in cash and centralised by total netting between Uniper SE and E.ON SE. For this purpose, E.ON SE granted Uniper SE a credit line that the Uniper Group will use to cover its financing requirements until the spin-off takes effect. In addition to this, an individual cash pooling process for the Uniper Group was set up for the purpose of using netting options within the Uniper Group. In addition to the credit line between E.ON SE and Uniper SE, a number of loans are in place between the Uniper Group's entities and E.ON SE and its financing companies, respectively. These will continue until maturity if they mature prior to the spin-off taking effect, or will be settled at market value until the spin-off takes effect at the latest.

(ii) Replacement of financial liabilities towards the E.ON Group

In the course of the spin-off, the Uniper Group will largely finance itself through utilisation of a syndicated bank loan. This external financing will replace the financing the E.ON Group has so far provided to the Uniper Group. In addition, the Uniper Group aims to enter into a binding loan agreement with an international syndicate of banks comprising of two tranches with a total volume of up to EUR 5bn by June 2016. The tranches to be provided under the loan agreement will comprise a revolving credit facility of up to EUR 2.5bn and a bullet loan of up to EUR 2.5bn. It is envisaged that the two tranches of the financing will subsequently be syndicated to other banks in future.

The revolving credit facility is intended to have an original term of approximately three to five years and to serve in particular the purpose of financing the operating business. The bullet loan is intended to have a term of up to three years and to be used to repay the existing liabilities vis-à-vis the E.ON Group's entities. Both tranches of the financing are expected to be entered into at arm's length.

In addition, the Uniper Group will also take out lines of credit for collateral purposes with banks to meet respective requirements in the operating business, such as guarantee loans.

The Uniper Group seeks to receive an investment-grade credit rating by an internationally recognized rating agency. If the Uniper Group does not receive an investment-grade credit rating or loses such a rating at a later date, additional security would have to be provided to various business partners, e.g. in the trading business.

(iii) Replacement of security as well as bank and group guarantees

In addition, the E.ON Group or financial institutions instructed by it (credit and insurance institutions) provided security for the performance of contractual obligations of entities of the Uniper Group vis-à-vis their contractual partners (e.g. guarantees, comfort letters or parent company guarantees). This security is to be replaced by the entities of the Uniper Group when the spin-off takes effect, at the latest. This replacement is to be effected in particular by replacing the security with corresponding

security provided by the Uniper Group. The same approach applies to the replacement of a legally required guarantee for the operation of nuclear power plants in Sweden by Sydkraft AB, which was provided by E.ON Sverige AB so far.

(iv) Hedging

The currency and interest hedges entered into between E.ON SE and the Uniper Group entities (“**Hedges**”) will initially continue to be in place. For the further settlement of transactions, corresponding framework agreements were entered into between the respective Uniper Group entity and E.ON SE. New Hedges will also be entered into between E.ON SE and the Uniper Group entities, but not following the time the spin-off takes effect. It is intended that transactions with maturities extending beyond the time of the spin-off either be transferred to third parties (banks) or be settled through settlement of market values.

(v) Adjustment of the capital structure

To adjust the Uniper Group’s capital structure, E.ON SE and E.ON Beteiligungen GmbH, a wholly owned subsidiary of E.ON SE, paid a total amount of EUR 272m into the equity of Uniper SE and Uniper Beteiligungs GmbH, who contributed this amount to the capital reserves of Uniper Holding GmbH, *pro rata* to their respective participations.

Of the total amount of the contributions of EUR 272m, an amount of EUR 127m paid by E.ON Beteiligungen GmbH is allocated to Uniper SE; this amount consists of the increase in the subscribed capital of Uniper SE by EUR 7m, effected in preparation of the spin-off (see section 2.5.4 “*Share capital development*”), as well as a payment into the capital reserve of Uniper SE. E.ON SE paid an amount of EUR 145m into the capital reserve of Uniper Beteiligungs GmbH.

3.2.4 Other measures and agreements to make the Uniper Group independent

In addition to the aforementioned, numerous other measures were taken to separate the Uniper Group. These relate in particular to the areas of information technology, human resources, financial services, insurance, pension provision, permits, patents and trade marks, procurement and sale of electricity and gas, and taxes. In addition, the Uniper Group’s independence is also supported by the restructuring effected in the information technology, human resources and financial services areas.

(i) Information technology, human resources and financial services

Before the process to make the Uniper Group independent started, some of the administrative functions, in particular in relation to information technology (“**IT**”), human resources (“**HR**”) and financial services (“**FS**”), were performed by E.ON Business Services GmbH, an indirectly wholly owned subsidiary of E.ON SE, for the E.ON Group units.

Some of the administrative functions are to be performed by E.ON Business Services GmbH for both the E.ON Group and, for a transitional period, the Uniper Group. In this respect it is in the E.ON Group’s and the

Uniper Group's interest that they will both be able to use E.ON Business Services GmbH's services alone and independently from each other. In order to be able to better support the process of making the Uniper Group independent, E.ON Business Services GmbH has already undertaken a fundamental change of organisational structure in 2015. Essentially, the IT area was divided into two business areas, which led to the establishment of Business IT and Shared IT.

Business IT acts as a central interface between IT and the respective entities of the E.ON Group and the Uniper Group and provides company-specific or business area-specific IT services (e.g. an energy trading system for Uniper Global Commodities SE).

Shared IT provides standardised and central IT services, *inter alia* in the area of central applications for human resources, financial services and accounting, and corresponding IT infrastructure services (e.g. computer centre, network, intranet), to the E.ON Group and the Uniper Group, respectively.

For E.ON Business Services GmbH to be able to provide its services separately to the E.ON Group and the Uniper Group, the IT infrastructure and the application landscape, including the assets and licences of the E.ON Group, are generally to be separated in several steps in order to achieve independence, avoiding any dissynergies to the largest possible extent. The implementation has already begun in February 2015 in the course of the corporate separation. In this context, to increase the independence of the Uniper Group, the tangible and human resources (including in particular corresponding contracts with third parties) as well as the related staff functions and company-wide functions are to be transferred gradually by E.ON Business Services GmbH or its subsidiaries to the Uniper Group entities in the form of a business unit under employment law as Uniper Business IT, which is yet to be established.

Moreover, E.ON Beteiligungen GmbH, Uniper Holding GmbH and E.ON Business Services GmbH intend to have decided by mid-2016 which other parts of the IT organisation will be transferred to the Uniper Group. This will concern in particular Shared IT and the related staff functions and company-wide functions.

The HR and FS functions (in Germany) will also be transferred to the Uniper Group in a similar way. In addition to the transfer of tangible and human resources (including in particular corresponding contracts with third parties) this again involves the transfer of the related staff functions and company-wide functions in the form of business units under employment law as Uniper HR and Uniper FS, which are yet to be established.

The basis for the transfers of the IT, HR and FS functions is the co-operation agreement between E.ON Beteiligungen GmbH, Uniper Holding GmbH and E.ON Business Services GmbH, which was entered into to define the provision of services by E.ON Business Services GmbH as well as the migration of certain tasks and tangible as well as human resources from that entity to the Uniper Group, and which will expire on 31 December

2018 at the latest. It also provides that the costs incurred in connection with the transfer of the IT, HR and FS functions must generally be borne by the E.ON Group (approx. 70%) and the Uniper Group (approx. 30%). This also applies to severance costs in respect of employees who file an objection against the transfer of operations in the context of the transfer of the IT, HR and FS functions.

The FS area that provides at the Cluj site in Rumania, services in the area of accounts payable, accounts receivable, fixed-asset and general ledger accounting as well as payment transaction services for the Uniper Group will not be part of the transfer of the IT, HR and FS functions; instead, it is intended that it will continue providing its services to the Uniper Group on the basis of a separate new service agreement.

To prepare the transfer of the IT, HR and FS functions and already permit the Uniper Group to exert influence, the E.ON Group, with the involvement of E.ON Business Services GmbH, agreed with the Uniper Group in the above-mentioned co-operation agreement to allow the Uniper Group as from 1 January 2016 to give instructions with regard to the Uniper Business IT business unit under employment law that is to be formed, subject to certain preconditions being met and E.ON Business Services GmbH having the right to object on a case-by-case basis.

(ii) Insurance

The business activities of the Uniper Group used to be covered by the global business insurance of the E.ON Group. In addition, the different entities of the Uniper Group had individual policies in place.

In the course of the separation, the Uniper Group arranged for a separate insurance cover. The E.ON Group and the Uniper Group will have joint insurance cover until the spin-off takes effect, in particular, general third party liability insurance for the group, directors & officers (*D&O*) insurance, fidelity insurance and criminal defence insurance. The basis for this arrangement is an agreement entered into between E.ON SE and Uniper Holding GmbH regarding the insurance cover under joint insurance policies. Subsequent insurance may be taken out for any new risks arising if a certain co-ordination procedure is complied with. In the absence of insurance coverage, there will be compensation for disadvantages.

The use of joint insurance policies will end when the spin-off takes effect, however, no later than the end of 31 December 2016. Thereafter, the E.ON Group and the Uniper Group will purchase the required insurance cover independently.

After the spin-off has taken effect, the Uniper Group will have its own insurance protection in place to cover the risks of the Uniper Group. The insurance protection will cover, in particular, business and product liability insurance in the event of any damage to property, personal injury and/or consequential economic loss suffered by third parties as well as environmental liability and environmental damage liability insurance in the event of environmental damage caused by hazardous incidents and, to a limited extent, normal operations. In addition, the Uniper Group will take out

property insurance, in particular fire, machine, natural hazard and business interruption insurance, individual credit insurance in respect of customer liabilities, a fidelity insurance (covering financial losses of the company caused by tortious acts committed by company members or other representatives). Moreover, the Uniper Group will have D&O insurance in place to insure the boards against any claims for the violation of duties of care as well as an employment practices liability insurance in the USA.

(iii) Pension provision

Before and after the measures to achieve the Uniper Group's separation were initiated, the E.ON Group had, and will continue to have, pension plans in place for its present and former employees under which pension or other retirement claims may arise ("**Pension Claims**").

Where employing entities of the E.ON Group were transferred to the Uniper Group in the context of the separation, the Pension Claims will continue to exist unchanged in relation to the respective employing entity so transferred. This affects the Pension Claims of active employees transferred together with the respective employing entity of the Uniper Group as well as the Pension Claims of retirees who already received a pension on the date of the respective employing entity's transfer or of former employees whose vested rights to benefits under the company pension scheme were non-forfeitable by the date their employment contract terminated. However, this only applies to the extent the payment obligations under retirement benefit plans had not already been outsourced and transferred to MEON Pensions GmbH & Co. KG, an E.ON Group entity, with effect from 31 December 2006, 24.00 hrs.

Where (active) employees of the employing entities remaining with the E.ON Group were transferred to employing entities of the Uniper Group in the course of the separation, the pension schemes passed to the respective entity of the Uniper Group.

The Pension Claims of German E.ON employees are partly financed in trust structures which are also managed by the E.ON Group. In the context of the separation, corresponding plan assets were transferred to separate trust structures independent from the E.ON Group. In addition, the employer's pension liability insurance taken out with Versorgungskasse Energie VVaG was generally terminated in respect of the Uniper Group entities in order to transfer the pension obligations and vested pension rights under supplementary pension schemes (*Zusatzsicherung*) to an intercompany pension fund as part of a new pension model. In this fund, employing enterprises of the Uniper Group act as sponsoring undertakings. In respect of the Pension Claims of E.ON employees in Great Britain, a similar independent pension fund was set up for the employees transferred to the Uniper Group.

(iv) Permits

The Uniper Group entities have already received the official permits required to operate the Uniper Group entities prior to the separation. The permits of E.ON Group entities were only transferred to the Uniper Group if

the respective entities were also transferred to the Uniper Group in the context of the separation.

(v) Patents and trade marks

In the course of the separation of the Uniper Group, patents were only transferred from the E.ON Group to the Uniper Group where the respective patentee company was transferred to the Uniper Group. In some cases, the patents so transferred to the Uniper Group were re-transferred to the E.ON Group.

Equally, individual product brands were transferred back to the Uniper Group together with the respective company. Existing trademarks of the E.ON Group, if corresponding to the respective business area of the Uniper Group, were transferred to the Uniper Group. For example, the “Ruhrgas” trademark was transferred to Uniper Global Commodities SE.

(vi) Procurement and sale of electricity and gas

In the past, the electricity and gas procurement and sales activities for the E.ON Group’s distribution companies were performed, in essence, through Uniper Global Commodities SE (operating under the name of E.ON Global Commodities SE at that time), an indirect subsidiary of Uniper SE. In the course of the separation of the Uniper Group, the E.ON Group began to build its own market access to ensure the procurement and sale of electricity and gas, with some contracts being maintained between the E.ON Group and the Uniper Group in this area (for details, see section 8.5 “*Procurement and sale of electricity and gas*”).

(vii) Taxes

In addition, E.ON SE and Uniper SE agreed to closely co-operate in tax relation to matters regarding the period prior to the Uniper Group’s separation. Certain notification duties and rules of conduct are applicable to tax matters in this period; in addition, indemnity claims have been agreed for breaches of duty and compensation mechanisms in the event of a change in taxation by the tax authorities.

(viii) Transitional service agreements

In connection with the separation of the Uniper Group, Uniper Holding GmbH entered into transitional service agreements with E.ON SE.

Based on these agreements, Uniper Holding GmbH provides certain services to the E.ON Group – in particular procurement services in connection with the German nuclear business, the nuclear power phase-out in Germany, preparatory activities in connection with accounting and credit risk management services as well as reporting services in the context of the European Market Infrastructure Regulation (*EMiR*) – from 1 January 2016 to the date the spin-off takes effect. Compensation is on an arm’s length basis.

E.ON SE, in turn, provides certain services to Uniper Holding GmbH – in particular services in the fields of accounting and taxes, investor relations, health, safety and environment, procurement, treasury and in connection

with the spin-off – from 1 January 2016 to the date the spin-off takes effect. Compensation is on an arm's length basis.

3.2.5 Costs of the measures to achieve the Uniper Group's independence

The external costs associated with the separation of the Uniper Group amounted to approx. EUR 120m in total as at 31 December 2015. It is expected that additional external costs estimated at approx. EUR 160m will have been incurred by the time the separation measures are completed, which means that the external costs in connection with the Uniper Group's independence will be in the order of approx. EUR 280m (see section 3.6 "Costs of the spin-off").

The external costs cover, among others, the separation of IT systems and applications as well as the establishment of energy procurement and marketing within the E.ON Group. A major part of such costs is borne by E.ON SE.

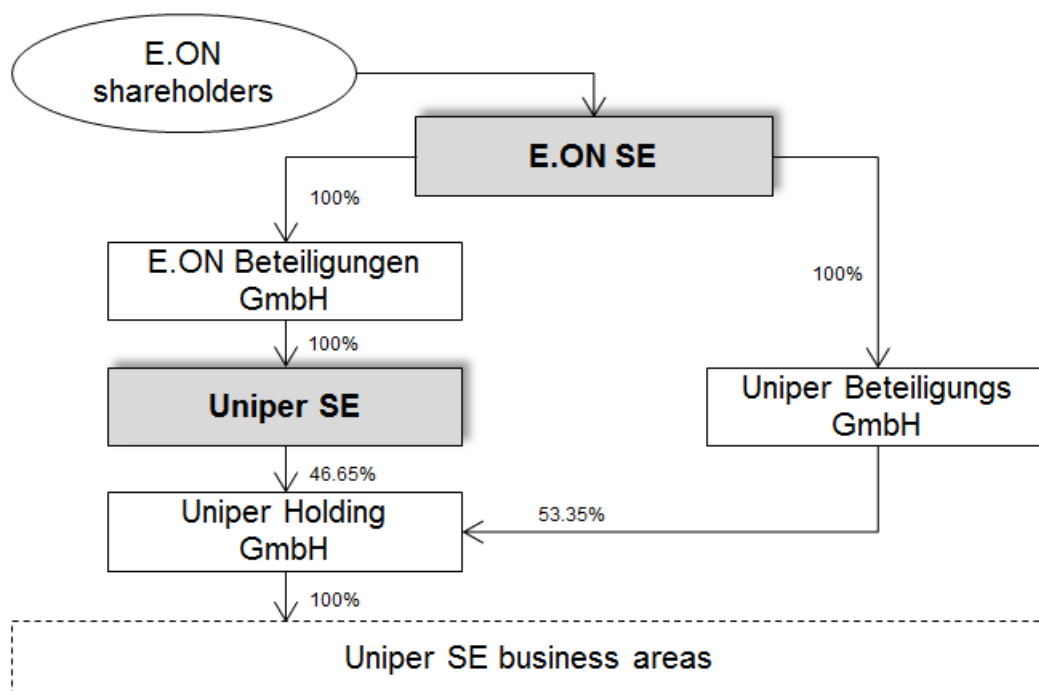
In addition, taxes will accrue in connection with Uniper Group's separation; these are expected to amount to approx. EUR 80m in total. This includes real estate transfer tax in the amount of up to approx. EUR 10m, which will have to be capitalised in the balance sheet in accordance with provisions of commercial law.

3.3 Overview of the ownership structure prior to implementing the spin-off

Prior to implementing the spin-off, the ownership structure is as follows:

E.ON SE holds all shares in E.ON Beteiligungen GmbH and Uniper Beteiligungs GmbH. E.ON Beteiligungen GmbH, in turn, holds all shares in Uniper SE. The latter holds 46.65% of the shares in Uniper Holding GmbH whose remaining shares corresponding to 53.35% are held by Uniper Beteiligungs GmbH. The entities of the Uniper Group are combined under Uniper Holding GmbH. A list of shareholdings of Uniper SE of 31 December 2015 is attached to this Spin-off Report as Annex 2.

The following chart illustrates the shareholder structure immediately prior to the spin-off:



3.4 Legal implementation of the spin-off

3.4.1 The legal entities involved

The following companies are involved in spinning off the majority stake in the Uniper Group: E.ON SE as transferring entity and Uniper SE as acquiring entity. Until the spin-off takes effect, E.ON SE holds all shares in Uniper SE through its wholly owned subsidiary, E.ON Beteiligungen GmbH.

3.4.2 Spin-off by absorption pursuant to section 123 para. 2 no. 1 of the German Conversion Act

The proposed spin-off qualifies as a spin-off by absorption pursuant to section 123 para. 2 no. 1 of the German Conversion Act while preserving the proportionate shareholdings. E.ON SE as the transferring entity will transfer the assets to be spun off as a whole, namely its 100% stake in Uniper Beteiligungs GmbH, to Uniper SE as the acquiring entity by way of absorption. As consideration for the spun-off assets, the shareholders of E.ON SE will obtain new shares to be issued by Uniper SE as the acquiring entity. Subsequently, the entire share capital is intended to be admitted to trading on the regulated market of the Frankfurt Stock Exchange in the sub-segment of the regulated market with additional post-admission obligations (Prime Standard).

3.4.3 Subject of the spin-off

The assets transferred by E.ON SE to Uniper SE by way of a spin-off by absorption comprise all shares in Uniper Beteiligungs GmbH – i.e. the share with a nominal value of EUR 25,000, registered under serial number 1, and the share with a nominal value of EUR 1,000, registered under serial number 2 (“**Spin-off Assets**”). At the time the spin-off takes effect, Uniper Beteiligungs GmbH, in turn, holds as its sole asset a share with the nominal value of EUR 11,283,525, representing 53.35% of the share capital of Uniper Holding GmbH.

3.4.4 Spin-off and Transfer Agreement

In order to implement the spin-off, E.ON SE and Uniper SE entered into a notarised Spin-off and Transfer Agreement dated 18 April 2016 which is attached to this Spin-off Report as Annex 1. This agreement sets forth the details of the spin-off and requires the approval of the general meetings of E.ON SE and Uniper SE to come into effect (see section 10.1 “*Spin-off and Transfer Agreement*”).

The Spin-off and Transfer Agreement will be forwarded to the group works council of E.ON SE, the group works council of Uniper, the company-wide works council of E.ON SE, the company-wide works council of Uniper and the works council established for the operation of Uniper SE as competent works councils of E.ON SE and Uniper SE, in accordance with the requirements of section 126 para. 3 of the German Conversion Act.

The framework agreement entered into between E.ON SE and Uniper SE together with the Spin-off and Transfer Agreement is attached to the latter as an annex (see section 10.2 “*Framework agreement regarding the creation of the E.ON and Uniper business divisions*”).

3.4.5 Spin-off Record Date

The Spin-off Assets are intended to be transferred with retroactive economic effect as between E.ON SE and Uniper SE from 1 January 2016, 0.00 hrs ("**Spin-off Record Date**"). In the relationship between E.ON SE and Uniper SE, any operations relating to the Spin-off Assets will be deemed conducted for the account of Uniper SE from the Spin-off Record Date onwards. In the event that the spin-off has not been entered into the commercial register of E.ON SE by the expiry of 28 February 2017, the Spin-off Record Date will be postponed by one year to 1 January 2017, 0.00 hrs (so-called revolving effective date). The Spin-off Record Date will be postponed by another year in the event of a further delay in registration beyond 28 February of the following year.

3.4.6 General meetings of E.ON SE and Uniper SE

An approval resolution adopted by the general meetings of E.ON SE and Uniper SE, in each case by a majority comprising at least three quarters of the share capital represented at the time the resolution is adopted, is required for the Spin-off and Transfer Agreement to come into effect (section 125 sentence 1 in conjunction with sections 13 para. 1, 65 para. 1 of the German Conversion Act). The annual general meeting of E.ON SE will resolve on the approval of the Spin-off and Transfer Agreement on 8 June 2016.

The sole shareholder of Uniper SE, E.ON Beteiligungen GmbH, will approve the Spin-off and Transfer Agreement in the general meeting of Uniper SE. This approval is intended to be granted prior to E.ON SE's annual general meeting to be held on 8 June 2016.

3.4.7 Uniper SE's capital increase for the purposes of implementing the spin-off

In order to create new Uniper SE shares to be granted to the E.ON SE shareholders as part of the spin-off, Uniper SE will increase its share capital by EUR 331,907,422.00 from EUR 290,224,578.00 to EUR 622,132,000.00 by issuing 195,239,660 registered no-par-value shares (see clause 10.3 of the Spin-off and Transfer Agreement). Any difference between the book value determined under commercial law of the Spin-off Assets and the amount of Uniper SE's capital increase will be allocated to the capital reserve of Uniper SE pursuant to section 272 para. 2 no. 1 of the German Commercial Code (see clause 10.4 of the Spin-off and Transfer Agreement). The intention is to pass the relevant resolution on such capital increase, together with the resolution approving the Spin-off and Transfer Agreement, in the general meeting of Uniper SE. The registration of the Spin-off Capital Increase in the commercial register of Uniper SE is a prerequisite for the spin-off's registration in the commercial register.

3.4.8 Spin-off audit report and audit of non-cash contributions

Pursuant to section 125 sentence 1 in conjunction with section 9 of the German Conversion Act, the Spin-off and Transfer Agreement is to be audited by a spin-off auditor who is selected and appointed by the competent court upon request. At the joint request of the board of management of E.ON SE and the managing directors of E.ON Kraftwerke GmbH (now Uniper SE), the Regional Court (*Landgericht*) of Düsseldorf selected and appointed Baker Tilly Roelfs AG Wirtschaftsprüfungsgesellschaft, Düsseldorf, as the joint expert spin-off auditor by

order dated 4 August 2015 in accordance with section 125 sentence 1 in conjunction with sections 9 para. 1, 10 para. 1, para. 2 of the German Conversion Act. The spin-off auditor will provide a written report on the findings of its audit in line with section 125 sentence 1 in conjunction with section 12 of the German Conversion Act; this report will be filed with, and kept at, the competent commercial register for E.ON SE and Uniper SE.

In addition, an audit of non-cash contributions must be performed in the event of a capital increase in the context of a spin-off. The audit serves to verify whether the value of the non-cash contribution contributed in connection with the spin-off exceeds the lowest issue price of the shares granted in return (cf. art. 9 para. 1 letter c) ii) of the Regulation on the Statute for a European company (SE) ("**SE Regulation**") in conjunction with section 125 sentence 1 in conjunction with sections 142 para. 1, 69 para. 1 sentence 1 of the German Conversion Act in conjunction with sections 183 para. 3, 33 para. 3 to para. 5, 34 et seq. of the German Stock Corporation Act). By order dated 8 March 2016, the Local Court of Düsseldorf appointed PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft, Friedrich-List-Straße 20, 45128 Essen, to act as auditor of the non-cash contribution.

The auditor of non-cash contributions will audit the value of the non-cash contribution and provide a report on its findings. Pursuant to section 142 para. 2 of the German Conversion Act, the report on the audit of non-cash contribution will be filed with, and kept at, the commercial register of Uniper SE at the Local Court of Düsseldorf.

3.4.9 Filing and registration of the spin-off in the commercial register

The board of management of E.ON SE and the board of management of Uniper SE must apply for the spin-off to be registered in their respective company's commercial register after the required majority of the general meetings of each E.ON SE and Uniper SE have approved the spin-off (section 125 sentence 1 in conjunction with section 16 para. 1, 129 of the German Conversion Act).

A balance sheet of E.ON SE – prepared as at a date preceding the application by no more than eight months – is to be attached as a closing balance sheet to the filings submitted to the competent commercial register for E.ON SE (section 125 sentence 1 in conjunction with section 17 para. 2 of the German Conversion Act). E.ON SE's annual balance sheet as at 31 December 2015, 24.00 hrs, will be used as the closing balance sheet of E.ON SE. It was audited by PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft, Frankfurt am Main (Düsseldorf branch, Moskauer Straße 19, 40227 Düsseldorf) which was appointed as auditor and group auditor by resolution of E.ON SE's annual general meeting on 7 May 2015 in line with statutory requirements.

The spin-off will only take effect upon its registration in E.ON SE's commercial register at the Local Court of Düsseldorf. Before this registration can be made, it is required that the spin-off has been registered in Uniper SE's commercial register at the Local Court of Düsseldorf. As a consequence of the registration in E.ON SE's commercial register, the Spin-off Assets will – by operation of law – be transferred as a whole to Uniper SE by way of partial universal succession in accordance with the scope provided for in the Spin-off and Transfer Agreement.

If no actions have been filed at all or in due time against the validity of the resolution approving the Spin-off and Transfer Agreement passed by the general meeting of E.ON SE, the spin-off can be entered into the commercial register of E.ON SE – and thus take effect – likely in August 2016. Thereafter, the Uniper SE shares are intended to be admitted to trading on the regulated market of the Frankfurt Stock Exchange in the sub-segment thereof with additional post-admission obligations (Prime Standard).

However, if any action against the validity of the resolution approving the Spin-off and Transfer Agreement passed by E.ON SE's general meeting is filed in due time, this will cause a delay in the spin-off's registration in the commercial register of E.ON SE and thus in its taking effect – irrespective of such claim's prospects of success. The reason is that, according to section 125 sentence 1 in conjunction with section 16 para. 2 sentence 1 of the German Conversion Act, the boards of management of E.ON SE and Uniper SE, when filing the resolution for registration, each have to declare that no legal action has been brought against the validity of the spin-off resolution or that such legal action has not been brought in due time or has been withdrawn or dismissed with final and non-appealable effect (so-called negative declaration, *Negativerklärung*). Providing such a negative declaration is not possible if an action brought against the approval resolution has been filed in due time.

E.ON Beteiligungen GmbH, a wholly owned subsidiary of E.ON SE, will declare, in its capacity as Uniper SE's sole shareholder, in the general meeting of Uniper SE deciding on the approval of the Spin-off and Transfer Agreement that it waives its right to file legal actions. However, it cannot be ruled out that the approval resolution passed by the general meeting of E.ON SE is challenged by one or several shareholders.

In the absence of a negative declaration, the spin-off will nevertheless be entered into the commercial register if the higher regional court having jurisdiction pursuant to section 125 sentence 1 in conjunction with section 16 para. 3 sentence 7 of the German Conversion Act has issued an order in accordance with section 125 sentence 1 in conjunction with section 16 para. 3 sentence 1 of the German Conversion Act establishing that the action filed does not bar the registration (clearance, *Freigabeentscheidung*). Section 125 sentence 1 in conjunction with section 16 para. 3 sentence 9 of the German Conversion Act stipulates that such a court order is final and non-appealable. Pursuant to section 125 sentence 1 in conjunction with section 16 para. 3 sentence 3 of the German Conversion Act, the court will grant the request for clearance if (i) the claim is inadmissible or obviously unfounded, or (ii) the claimant fails to furnish document-based proof, within one week of serving the petition, that he has held a pro-rated amount of no less than EUR 1,000 of E.ON SE's share capital since the notice convening the general meeting was published, or (iii) the prompt taking effect of the spin-off appears to take precedence because the court holds, at its discretion and conviction, that the disadvantages for the legal entities involved in the spin-off and the owners of their shares as presented by E.ON SE outweigh the disadvantages the claimant shareholder stands to suffer, unless the violation of the law is particularly grave.

The boards of management of E.ON SE and Uniper SE hold the view that a delayed registration of the spin-off would be disadvantageous for both companies

and would also conflict with the interests of E.ON shareholders as it would cause significant additional costs and delay the realisation of the benefits for E.ON SE and Uniper SE associated with the spin-off.

3.4.10 Effects of the registration

The spin-off will take effect upon its registration in E.ON SE's commercial register at the Local Court of Düsseldorf, which, in turn, will only take place after the spin-off has been entered into the commercial register of Uniper SE. As a result, the Spin-off Assets will be transferred to Uniper SE as the acquiring entity by way of partial universal succession. In return, when the spin-off takes effect, the shareholders of E.ON SE will become shareholders of Uniper SE corresponding to the 10:1 share allocation ratio as specified in clause 10.1 of the Spin-off and Transfer Agreement.

3.4.11 Grant of the shares in Uniper SE to the shareholders of E.ON SE; fractional shares; listing and stock exchange trading; ADR programme

(i) Grant of the shares in Uniper SE to the shareholders of E.ON SE

In order to implement the spin-off, the shareholders of E.ON SE will be granted no-par value registered shares in Uniper SE at the time the spin-off takes effect. The shareholders of E.ON SE will receive one no-par value registered share in Uniper SE for every ten no-par value registered shares in E.ON SE in accordance with the share allocation ratio determined in clause 10.1 of the Spin-off and Transfer Agreement (see section 3.5 "*Explanations and reasons for the share allocation ratio*"). Treasury shares of E.ON SE do not qualify for an allocation of shares in the context of the spin-off and will be excluded from the allocation of the new Uniper SE shares granted to implement the spin-off. The shares in Uniper SE granted to the shareholders of E.ON SE confer rights to participate in profits as from the financial year that started on 1 January 2016. If the Spin-off Record Date is postponed (see section 3.4.5 "*Spin-off Record Date*"), the beginning of the profit participation right conferred by the shares to be granted will be postponed accordingly.

The shares to be granted will be created by way of the Spin-off Capital Increase described in section 3.4.7 "*Uniper SE's capital increase for the purposes of implementing the spin-off*".

Who qualifies as a shareholder of E.ON SE for the purpose of the allocation of the new Uniper SE shares will be determined on the allocation date, i.e. the date on which the spin-off takes effect as a result of the registration of the spin-off in E.ON SE's commercial register. The determination will be made in the evening, i.e. following the entries of the daily transaction volumes at Clearstream on the basis of the respective securities account balances for E.ON shares.

Assuming a share capital of E.ON SE of EUR 2,001,000,000.00, split into 2,001,000,000 shares, and 48,603,400 treasury shares held by E.ON SE that do not qualify for an allocation of shares, 195,239,660 shares in Uniper SE altogether will be issued to E.ON SE's shareholders according to the share allocation ratio of 10:1. E.ON SE will ensure that exactly

1,952,396,600 shares in E.ON SE will qualify for allocation at the time of registration of the spin-off in E.ON SE's commercial register.

E.ON SE has mandated Morgan Stanley Bank AG, Frankfurt am Main, with the processing of the allocation; at the same time, it has appointed Morgan Stanley Bank AG, Frankfurt am Main, as trustee pursuant to section 125 sentence 1 in conjunction with section 71 para. 1 of the German Conversion Act for the receipt of the shares in Uniper SE to be granted and for distributing them to the entitled shareholders. Morgan Stanley Bank AG, in its capacity as trustee, will take possession of the Uniper SE shares to be granted to the shareholders of E.ON SE prior to the spin-off taking effect and will distribute these shares immediately after the spin-off has taken effect in accordance with the share allocation ratio of 10:1 set forth in the Spin-off and Transfer Agreement. The allocation of the Uniper SE shares to the entitled shareholders of E.ON SE will be effected through Clearstream with respect to the individual securities accounts at the ratio of 10:1 by way of a securities account credit made by the respective depositary bank. E.ON SE will voluntarily pay the shareholders' depositary banks resident in Germany compensation for expenses for the processing involved. However, it cannot be ruled out that a depositary bank might charge an E.ON shareholder for additional costs. Details of the processing of the allocation will be separately announced to the shareholders of E.ON SE promptly after the registration of the spin-off in E.ON SE's commercial register ("**Share Allocation Notification**"). E.ON SE will publish the Share Allocation Notification in Germany in the German Federal Gazette (*Bundesanzeiger*).

The shares in E.ON SE are evidenced by global certificates deposited with Clearstream. Therefore, the shareholders of E.ON SE do not need to take action with regard to the allocation of the Uniper SE shares, except for a potential settlement of fractional amounts (fractional shares). The allocated shares in Uniper SE will initially be booked by Clearstream in the form of fractional shares to the accounts of the depositary banks prior to commencement of trading on the morning of the exchange trading day following the allocation date. The respective depositary bank will then credit the Uniper SE shares to the securities account of the respective E.ON SE shareholder, normally prior to the commencement of trading, and effect at Clearstream the re-booking of the fractional shares in Uniper SE booked at Clearstream, provided that these fractional shares are not for the account of the shareholders. A claim of the Uniper SE shareholders for certification of their shares and coupons is excluded under the articles of association of Uniper SE, unless such a certification is required according to the rules of a stock exchange on which the share is listed. The no-par value shares in Uniper SE will be evidenced by one or several global share certificates and deposited with Clearstream; the Uniper SE shareholders will participate in the global certificates as co-owners in accordance with their respective share.

- (ii) Fractional shares and settlement of fractional shares

The share allocation ratio of 10:1 (which means that the shareholders of E.ON SE will be granted one share in Uniper SE in exchange for ten shares in E.ON SE) will result in fractional amounts (fractional shares) where securities account balances for E.ON shares are not a multiple of ten. In such a case, the affected shareholders of E.ON SE will obtain fractional Uniper SE shares. As in principle fractional shares do not carry any shareholder rights (see section 213 para. 2 of the German Stock Corporation Act) Morgan Stanley Bank AG, Frankfurt am Main as the central issuing agent will endeavour, together with the depositary banks, to achieve compensation between the holders of fractional shares so as to give them the opportunity to sell the fractional shares or to acquire more fractional shares to add them to obtain a full share. A so-called settlement of fractional shares (*Spitzenregulierung*), i.e. rounding to full shares, requires that a corresponding buy or sell order be issued by the shareholder to his depositary bank by a date specified in the Share Allocation Notification. It has to be expected that banks, in particular foreign banks, will not co-operate in a settlement of fractional shares or will not accept related orders in some cases. Buy or sell orders cannot be validly issued to E.ON SE.

Where no orders to round fractional amounts to represent full shares are given or a rounding to full shares is not possible due to the orders issued, Morgan Stanley Bank AG, Frankfurt am Main, which has been appointed as trustee by E.ON SE, will combine the fractional shares attributable to E.ON shares, which have not yet been combined to full shares in Uniper SE, to full Uniper SE shares and sell them on the stock exchange at a time to be specified. The proceeds from this sale will then be credited to the relevant holders of the fractional shares in proportion to their respective fractional shares. The settlement of fractional shares will be free of commissions and expenses for the holders of fractional shares whose E.ON shares are held in securities accounts in Germany. Shareholders whose E.ON shares are held in securities accounts outside Germany might incur expenses and commissions based on the existing agreements with the relevant depositary bank.

(iii) Listing and stock exchange trading

It is intended that all shares in Uniper SE are admitted to trading on the regulated market of the Frankfurt Stock Exchange (Prime Standard segment) on the day on which the spin-off takes effect upon its registration in the commercial register of E.ON SE. The start of trading in the Uniper SE shares is scheduled for the morning of the subsequent stock exchange trading day. The listing of E.ON SE's shares "ex spin-off" is planned for the same day. Trading in Uniper SE's shares will not yet be possible on the day on which the spin-off takes effect upon its registration in the commercial register of E.ON SE; on this day, the E.ON share will still be traded "cum Uniper SE".

(iv) ADR programme

In the USA, the shares of E.ON SE are traded off-exchange in the form of American Depositary Receipts ("**ADRs**"). The deposit agreement between

E.ON SE and Citibank, N.A. as depositary and the ADR holders stipulates that, in the case of distributions of E.ON SE other than in cash (excluding subscription rights and additional E.ON shares), the depositary will be entitled under certain circumstances, in particular if a distribution of securities is practically or legally unfeasible, to distribute the net proceeds from the sale of the securities instead of the securities themselves to the holders of the ADRs, upon request and in consultation with E.ON SE.

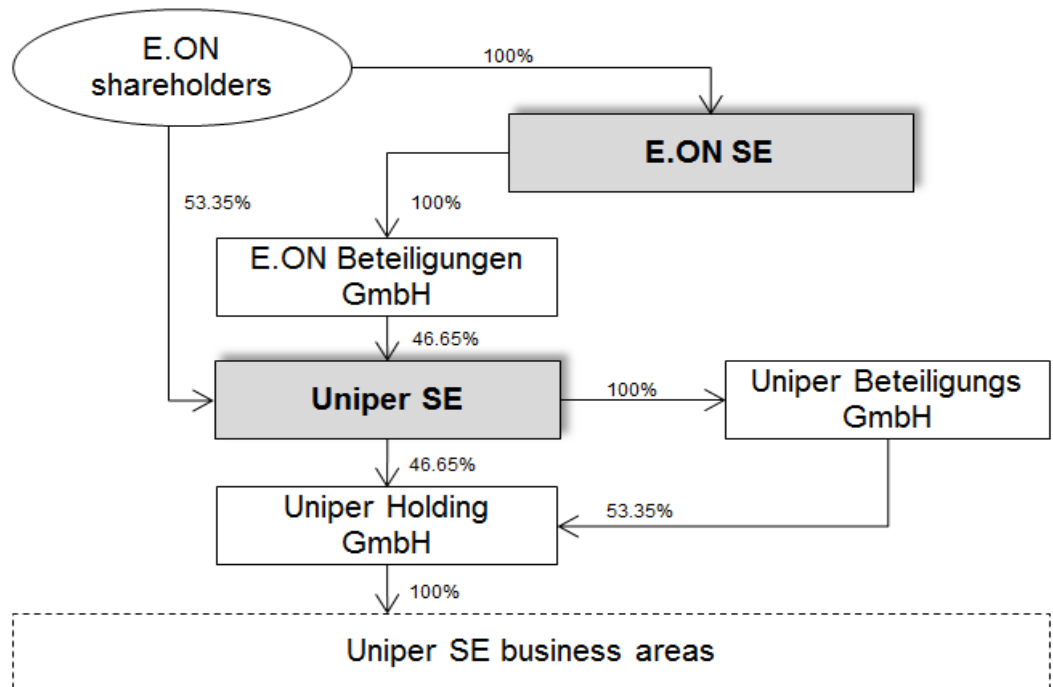
As no ADR programme is intended to be established for the shares in Uniper SE, it is intended that Citibank N.A. as the depositary (or a delegate of the depositary, for instance, an affiliate of the Citibank group) will sell the ADRs representing the Uniper SE shares, on the basis of this provision of the deposit agreement, on the stock exchange after the start of trading and distribute the proceeds, net of costs and taxes, to the ADR holders on a *pro rata* basis.

3.4.12 Ownership structure after the spin-off

Upon the spin-off taking effect, E.ON SE's indirect stake in Uniper SE (held through its wholly owned subsidiary, E.ON Beteiligungen GmbH) will be reduced from the present 100% to 46.65%. This reduction results from the Spin-off Capital Increase at Uniper SE, pursuant to which 195,239,660 new shares in Uniper SE will be issued to the shareholders of E.ON SE (see section 3.4.7 "*Uniper SE's capital increase for the purposes of implementing the spin-off*"). Those shares in Uniper SE, i.e. 53.35% of the share capital in total, will be held by the E.ON shareholders after the spin-off has taken effect. Each shareholder's notional share in the 195,239,660 Uniper SE shares issued in the context of the Spin-off Capital Increase will correspond to his or her notional share in E.ON SE's share capital, with the treasury shares of E.ON SE not being taken into account (so-called spin-off on a *pro rata* basis (*verhältnismäßige Abspaltung*)).

Uniper SE, in turn, will hold 46.65% directly and 53.35% indirectly through its wholly owned subsidiary, Uniper Beteiligungs GmbH, of the shares in Uniper Holding GmbH which combines all activities relating to the conventional energy world, except for the German nuclear business. For further explanations regarding the legal structure of the Uniper Group after the spin-off, see section 5.3 "*Legal structure of Uniper SE and the Uniper Group after the spin-off has taken effect*".

The following chart illustrates the shareholder structure immediately after the spin-off has taken effect:



3.5 Explanation and reasons for the share allocation ratio

E.ON SE's shares in Uniper Beteiligungs GmbH and thus its indirect 53.35% stake in Uniper Holding GmbH will be spun off from E.ON SE to Uniper SE in exchange for shares in Uniper SE which will be granted to E.ON SE's shareholders. The share allocation ratio pursuant to section 126 para. 1 no. 3 of the German Conversion Act for the issue of shares will be 10:1 pursuant to clause 10.1 of the Spin-off and Transfer Agreement, i.e. each shareholder of E.ON will receive one share in Uniper SE in exchange for each ten E.ON shares upon the spin-off taking effect. No additional cash payments are envisaged.

The determination of the share allocation ratio of 10:1 was essentially influenced by the following parameters:

The starting point was the amount of E.ON SE's share capital and the number of E.ON SE's shares as well as the amount of Uniper SE's share capital and the number of Uniper SE's shares, in each case prior to the spin-off.

Another important factor was the circumstance that the spin-off refers to an indirect 53.35% stake in Uniper Holding GmbH. Since Uniper SE's assets consist only of its 46.65% stake in Uniper Holding GmbH (more details below), E.ON SE's shareholders are to be granted a stake in Uniper SE of 53.35% in the context of the spin-off (as to the additional reasons for the spin-off see sections 3.1.1 et seq.).

A further consideration to be taken into account for the determination of the share allocation ratio was the fact that the amount of Uniper SE's future share capital must be in reasonable proportion to its equity. To determine Uniper SE's share capital and the notional proportionate amount of the shares in Uniper SE's share capital, it was also required to take into account that the future stock exchange price of Uniper SE's shares should reach a price level attractive to both private and institutional investors and in particular that it

should be significantly higher than the notional proportionate amount of the shares in Uniper SE's share capital.

In the light of these considerations, Uniper SE's share capital, which corresponds to E.ON Kraftwerke GmbH's share capital prior to the change in legal form, was slightly increased and the proportionate notional amount of the shares in Uniper SE's share capital was determined at EUR 1.70 per share in the context of the preparations for the spin-off (see section 2.5.4 "*Share capital development*" above).

The share allocation ratio of 10:1 following from these factors, which represents full shares, also accounts for the objective to limit the number of fractional shares which may arise as a result of the allocation of Uniper SE shares to E.ON shareholders. The boards of management of E.ON SE and Uniper SE are convinced that this will lead to the situation that a certain number of Uniper SE shares can be attributed to a large number of E.ON shareholders without any further fractional shares. Any shareholders who hold less than ten E.ON shares per securities account or a number of E.ON shares which is not a multiple of ten may realise their fractional shares or increase them to a full Uniper SE share by way of selling or purchasing fractional shares at likely manageable costs in the context of the intended settlement of fractional shares (see section 3.4.11(ii) "*Fractional shares and settlement of fractional shares*"). The next lower share allocation ratio representing full shares would be a ratio of 5:1, which would have led to a significantly higher share capital and a larger number of Uniper SE shares. As a result, given the significantly larger number of shares, Uniper SE's equity value and stock market value would have been pro-rated to this larger number of shares. The boards of management of E.ON SE and Uniper SE also based their considerations on the experience of investment banks in connection with initial public offerings.

E.ON SE will thus maintain its number of E.ON shares eligible for allocation pursuant to section 131 para. 1 no. 3 sentence 1 of the German Conversion Act at exactly 1,952,396,600 until the spin-off takes effect. This enables an exact separation in accordance with the 10:1 share allocation ratio. In clause 10.1 of the Spin-off and Transfer Agreement, E.ON SE therefore undertook to ensure that the total number of E.ON SE shares issued will amount to 2,001,000,000 at the time the spin-off takes effect and that the number of treasury shares eligible for allocation pursuant to section 131 para. 1 no. 3 sentence 1 of the German Conversion Act will amount to exactly 48,603,400 (see section 10.1.10 "*Consideration, capital measures (clause 10)*").

A business valuation, valuing the Spin-off Assets on the one hand and the acquiring entity on the other hand in order to calculate a value ratio, was not necessary to determine the share allocation ratio for the following reasons:

The Spin-off Assets only consist of E.ON SE's 100% stake in Uniper Beteiligungs GmbH whose only asset is the 53.35% stake in Uniper Holding GmbH. In comparison, Uniper SE's assets only consist of its 46.65% stake in Uniper Holding GmbH since Uniper SE will not have any other assets at the time the general meetings of E.ON SE and Uniper SE pass their resolutions in economic terms (see section 4.1.1 "*Basis and pro forma assumptions*"). In order to ensure this, balancing agreements (*Ausgleichsvereinbarungen*) have been entered into between each of E.ON SE and Uniper Beteiligungs GmbH, between E.ON Beteiligungen GmbH and Uniper SE and between Uniper SE, Uniper Beteiligungs GmbH and Uniper Holding GmbH. Under these agreements, any income and expenditure of Uniper SE and Uniper Beteiligungs GmbH will be constantly balanced in the final analysis so as to ensure that any other assets of Uniper SE and Uniper Beteiligungs

GmbH, i.e. the assets excluding the relevant stakes in Uniper Holding GmbH, will, at all times, have a market value of zero until the spin-off takes effect.

The only factor relevant to the value ratio between Uniper Beteiligungs GmbH and Uniper SE is thus the shares in Uniper Holding GmbH held by the two companies, which is at a ratio of 53.35 to 46.65. Based on this ownership structure, the E.ON shareholders and E.ON SE, through its wholly owned subsidiary E.ON Beteiligungen GmbH, must be granted a stake in Uniper SE upon the spin-off taking effect. On the basis of Uniper SE's share capital of EUR 290,224,578.00, which is divided into 170,720,340 shares, the 195,239,660 new Uniper SE shares to be issued according to the 10:1 share allocation ratio in order to implement the spin-off will represent 53.35% of Uniper SE's share capital immediately after the spin-off has taken effect. The 170,720,340 shares in Uniper SE indirectly held by E.ON SE will represent 46.65% of Uniper SE's share capital immediately after the spin-off has taken effect. The exact ratio of the stakes in Uniper SE held by E.ON SE's shareholders and by E.ON SE through its wholly owned subsidiary E.ON Beteiligungen GmbH will thus be 53.35 to 46.65 immediately after the spin-off has taken effect.

The Uniper SE shares to be granted to E.ON SE's shareholders as consideration for the transfer of the Spin-off Assets will be transferred in proportion to their stake in E.ON SE. Therefore, E.ON SE's shareholders will be invested in Uniper SE in the same proportion as they are in E.ON SE. However, due to the indirect stake in Uniper SE that remains with E.ON SE, the absolute amount of the stake the E.ON's shareholders will hold in Uniper SE will not correspond to the stake they hold in E.ON SE; however, in economic terms, the E.ON shareholders will own 100% of Uniper SE's share capital immediately after the spin-off has taken effect, i.e. they will hold 53.35% directly and 46.65% indirectly through their stake in E.ON SE, in each case in equal proportions.

The spin-off is thus implemented in a manner preserving the proportionate shareholdings; there will be no shift of assets between E.ON SE, its shareholders or among the E.ON shareholders in the context of the spin-off. This is another reason why a comparative business valuation is not necessary.

Pursuant to section 125 sentence 1 in conjunction with section 9 of the German Conversion Act, the Spin-off and Transfer Agreement must be audited by a spin-off auditor. Pursuant to section 125 sentence 1 in conjunction with section 12 para. 1, para. 2 of the German Conversion Act, the expert spin-off auditor appointed by the court, Baker Tilly Roelfs AG Wirtschaftsprüfungsgesellschaft, Düsseldorf, will provide a separate written report on the results of the audit. In this report, the spin-off auditor will also comment on whether the proposed share allocation ratio is appropriate.

3.6 Costs of the spin-off

A major part of the external costs associated with the spin-off and its implementation, including the costs in connection with the listing of the Uniper shares, will be incurred in the 2016 financial year. The external costs incurred in connection with the spin-off and its implementation are expected to amount to approx. EUR 80m in total by the time the spin-off takes effect (for details regarding the costs arising in connection with the separation of the Uniper Group in addition to the costs of the spin-off and its implementation, see section 3.2.5 "*Costs of the measures to achieve the Uniper Group's independence*").

The external costs of the spin-off are mainly comprised of costs in connection with external consulting (in particular by investment banks and legal advisers), audit fees (auditors),

other transaction costs, including notarisation fees and costs in connection with commercial register filings, as well as costs associated with the listing of the Uniper SE shares. These costs are borne by E.ON SE in principle.

Any taxes accrued in connection with the spin-off, in particular real estate transfer tax in the amount of EUR 260m, are expected to amount to approx. EUR 300m, of which real estate transfer tax in the amount of EUR 180m will have to be capitalised in the balance sheet, in accordance with provisions of commercial law. The tax-related costs therefore amount to EUR 120m. The transfer taxes accrued in connection with the notarisation of the Spin-off and Transfer Agreement and its performance are borne by Uniper. Any other taxes accrued in connection with the notarisation of the Spin-off and Transfer Agreement and its performance are borne by the entity that is taxable pursuant to the applicable tax law.

4 Accounting, tax and other effects of the spin-off

This section describes the accounting, tax and other effects of the spin-off.

4.1 Accounting effects of the spin-off

This section contains a description of the accounting effects of the spin-off on (i) the separate balance sheets (German Commercial Code) of E.ON SE and Uniper SE and (ii) the consolidated balance sheet (IFRS) of E.ON SE, each as at 31 December 2015.

No consolidated balance sheet of Uniper SE as at 31 December 2015 reflecting the effects of the spin-off was prepared, since, pursuant to section 292 para. 1 of the German Commercial Code, Uniper SE and its subsidiaries were included until 31 December 2015 in E.ON SE's exempting consolidated group financial statements prepared pursuant to section 315a para. 1 of the German Commercial Code. The basis for the description of the accounting effects of the spin-off on the Uniper Group is therefore the Combined Balance Sheet of the Uniper Group ("**Combined Balance Sheet**") in the Combined Financial Statements of the Uniper Group as at 31 December 2015 ("**Combined Financial Statements**"), which were prepared in preparation for the spin-off. For the purposes of the Combined Financial Statements, the relevant scope of combination of the Uniper Group consists of Uniper SE and its direct and indirect subsidiaries, Uniper Beteiligungs GmbH and Uniper business activities that were performed at direct and indirect subsidiaries of E.ON SE.

The description in this section deals only with the accounting effects of the spin-off, i.e. the steps described in detail in section 3.4 "*Legal implementation of the spin-off*", namely the transfer of E.ON SE's 100% stake in Uniper Beteiligungs GmbH to Uniper SE (see section 3.4.3 "*Subject of the spin-off*") and Uniper SE's share capital increase in order to provide the consideration for the spin-off (see section 3.4.7 "*Uniper SE's capital increase for the purpose of implementing the spin-off*").

4.1.1 Basis and *pro forma* assumptions

The separate balance sheet of E.ON SE, the consolidated balance sheet of the E.ON Group, the separate balance sheet of Uniper AG (now Uniper SE) as well as the Combined Balance Sheet of the Uniper Group, each as at 31 December 2015, provide the basis for the description and explanation. The *pro forma* balance sheet of E.ON SE, the *pro forma* balance sheet of the E.ON Group and the *pro forma* balance sheet of Uniper SE, each as at 1 January 2016, were prepared on this basis.

The separate balance sheets of E.ON SE and Uniper AG (now Uniper SE) and the consolidated balance sheet of E.ON SE, each as at 31 December 2015, describe the situation prior to the spin-off taking effect and prior to the implementation of the Deconsolidation Agreement (for details, see section 8.1.2 “*Deconsolidation Agreement between E.ON SE and Uniper SE*”). The *pro forma* balance sheets as at 1 January 2016, 0.00 hrs, describe the situation that would exist if the spin-off and the deconsolidation had taken effect on 1 January 2016, 0.00 hrs. The *pro forma* assumptions taken into account were the completion of the transfer of E.ON SE’s stake in Uniper Beteiligungs GmbH to Uniper SE, Uniper SE’s share capital increase in order to provide the consideration for the spin-off and the implementation of the Deconsolidation Agreement.

The balance sheets were prepared as at 31 December 2015, 24.00 hrs, and the *pro forma* balance sheets as at the Spin-off Record Date of 1 January 2016, 0.00 hrs. The Spin-off Record Date is the time as at which E.ON SE’s actions relating to the Spin-off Assets will be deemed to have been made for the account of Uniper SE (section 126 para. 1 no. 6 of the German Conversion Act). This means that the spin-off and thus the transfer of the Spin-off Assets will be economically effective as of 1 January 2016, 0.00 hrs. By preparing the *pro forma* balance sheets as at 1 January 2016, 0.00 hrs, the material direct accounting effects of the spin-off are described on the basis of the balance-sheet values as at 31 December 2015, 24.00 hrs. The actual balance sheets as at the point at which the spin-off takes effect may deviate substantially from these *pro forma* balance sheets.

In particular, any changes in assets and liabilities as well as in equity resulting from any transactions occurring after 31 December 2015, in particular in connection with the business operations of the Uniper Group entities and the E.ON Group entities from 1 January 2016 until the spin-off takes effect, are not taken into account in the *pro forma* balance sheets as at 1 January 2016. Any transactions after 1 January 2016 are not taken into account in the *pro forma* balance sheets, even if they are closely connected to the spin-off.

Inter alia, the following events are not taken into account:

- On 1 January 2016, E.ON Energie Deutschland GmbH, Munich, transferred the German electricity and gas wholesale business to Uniper Energy Sales GmbH (formerly E.ON Energy Sales GmbH, Düsseldorf).
- With economic effect from 1 January 2016, all shares in PEG Infrastruktur AG (“**PEGI**”), Zug, Switzerland, a subsidiary of Uniper Global Commodities SE, including the 15.5% stake held by it in Nord Stream AG, Zug, Switzerland, were disposed of to E.ON Beteiligungen GmbH. The disposal leads to the deconsolidation of the stake in PEGI, which was fully consolidated in the financial statements of the Uniper Group, as well as of the stake in Nord Stream AG, which has so far been accounted for under the equity method, in the first quarter of 2016. The disposal proceeds amounted to approx. EUR 1.0bn and have already been collected by Uniper Global Commodities SE.
- On 1 February 2016, a fire broke out in the boiler house of power plant unit 3 at Uniper’s Berezovskaya site in Russia. As a result, material components of the 800 MW boiler were damaged and need to be replaced.

Due to repair work, the power plant unit will be taken out of service for at least 20 months; it will not generate electricity and will lose a considerable part of the capacity margin. The management assumes that no additional fines will be incurred although the power plant unit will not be able to provide capacity during that period. Currently, the management is assessing the scope of the damage to the power plant unit in order to estimate the duration of the downtime. The repair costs are estimated to amount to at least RUB 15bn. The entity is insured against construction risks, damage to plants and machinery and interruptions of operation. At present, representatives of the insurers are involved in investigations carried out to determine whether the accident is covered by insurance policies and what amount will be paid by the insurer. Uniper SE's management assumes that a considerable part of the damage will be paid for by the insurers.

- In the first quarter of 2016, OKG AB, Sweden, a subsidiary of Uniper SE, set off the financial liabilities of a Swedish power plant company to one of its minority shareholders against a receivable from such minority shareholder in the amount of EUR 424m in connection with the performance of an agreement that was in place at the end of 2015.
- In the first quarter of 2016, there was a switch from the pension commitments insured by Versorgungskasse Energie (VVaG), Hanover (VKE), to pension fund commitments as part of a new occupational pension model. The agreements on the employer's pension liability insurance were terminated as of the expiry of 31 December 2015. The corresponding claims under the employer's pension liability insurance were reported in the balance sheet item "operating receivables and other operating assets" in the Combined Financial Statements of the Uniper Group until 31 December 2015. VKE contributed assets worth as much as these claims (EUR 0.2bn) to an intercompany pension fund that meets the definition of plan assets pursuant to International Accounting Standard ("IAS") 19R.
- In March 2016, in the course of negotiations on long-term gas supply agreements, Uniper Global Commodities SE and the Russian Gazprom group agreed to adjust the terms and conditions on the basis of the current market conditions. In this context, the reversal of provisions set up in relation to previous supply periods will lead to a positive effect on earnings of approx. EUR 0.4bn in 2016.
- In the first quarter, E.ON SE and E.ON Beteiligungen GmbH paid a total amount of EUR 272m into the equity of Uniper SE and Uniper Beteiligungs GmbH in order to adjust the capital structure of Uniper Group. Uniper SE accounts for EUR 127m of the total amount, which is composed of an increase in the share capital of Uniper SE by approx. EUR 7m carried out in preparation for the spin-off and a payment of EUR 120m into the unappropriated additional paid-in capital.
- For the purposes of the consolidated financial statements of E.ON SE, the pension provisions for employees were measured on the basis of a duration determined for all employees. The transfer of the employees to the Uniper Group may result in a different duration for the remaining employees

of the E.ON Group and in a corresponding impact on the actuarial parameters.

Finally, also not taken into account were, for example, transaction costs arising in connection with the separation of the Uniper Group and the spin-off, to the extent that they are attributable to the 2016 financial year. However, transaction costs that are attributable to the 2015 financial year have already been taken into account in the relevant balance sheets as at 31 December 2015 (as regards the costs arising in the context of the separation of the Uniper Group, see section 3.2.5 “*Costs of the measures to achieve the Uniper Group’s independence*”; as regards the transaction costs arising in the context of the spin-off, see section 3.6 “*Costs of the spin-off*”).

To the extent that transactions other than the aforementioned transactions occurred after 31 December 2015 and their effects in connection with the spin-off are already foreseeable and will have material accounting effects, they are explained in the following sections without having been taken into account in the *pro forma* balance sheets.

4.1.2 Preparation, adoption and audit of the relevant balance sheets

The separate balance sheets of E.ON SE and Uniper AG (now Uniper SE) were each prepared in accordance with the accounting principles of the German Commercial Code, the German Stock Corporation Act (in conjunction with the SE Regulation, as the case may be) and the German Energy Industry Act (*Energiewirtschaftsgesetz – EnWG*), whereas E.ON SE’s consolidated balance sheet and the Combined Balance Sheet of the Uniper Group as at 31 December 2015 were prepared on the basis of the IFRS and the interpretations by the IFRS Interpretations Committee (“**IFRIC**”) as applied within the European Union (EU). The *pro forma* separate balance sheets are based on the relevant accounting principles of the German Commercial Code, and the *pro forma* consolidated balance sheet and the Combined Balance Sheet are based on the relevant IFRS accounting principles. As described in more detail below, the *pro forma* balance sheets were based on the balance sheets as at 31 December 2015, and book value accounting (*Buchwertfortführung*) was used in respect of the book values recorded in these balance sheets. As regards the description of the accounting effects of the spin-off on the net assets of E.ON SE and the E.ON Group as at 31 December 2015, the *pro forma* balance sheets as at 1 January 2016 are based on the same accounting principles as the corresponding balance sheets as at 31 December 2015.

The *pro forma* balance sheets are unaudited *pro forma* descriptions which have been exclusively prepared for the purposes of this joint Spin-off Report.

The separate balance sheet of E.ON SE was audited without qualification as part of the financial statements as at 31 December 2015, and the consolidated balance sheet of E.ON SE was audited without qualification as part of the consolidated financial statements as at 31 December 2015, by E.ON SE’s auditor, PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft; they were adopted by the supervisory board of E.ON SE on 8 March 2016. E.ON SE’s separate balance sheet also constitutes the closing balance sheet pursuant to section 125 sentence 1 in conjunction with section 17 para. 2 of the German

Conversion Act. The separate balance sheet of Uniper AG (now Uniper SE) was audited without qualification as part of the financial statements as at 31 December 2015 by PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft and adopted by the supervisory board of Uniper AG (now Uniper SE) on 11 April 2016. The Combined Balance Sheet was audited without qualification as part of the Combined Financial Statements as at 31 December 2015 by PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft.

The following figures in the balance sheets and in the *pro forma* balance sheets were rounded. As a result they may not add up exactly to the totals stated.

4.1.3 Accounting effects of the spin-off on E.ON SE (separate balance sheet in accordance with the German Commercial Code)

The column headed "31 December 2015" in the following table contains E.ON SE's separate balance sheet as at 31 December 2015, 24.00 hrs. It thus reflects the situation prior to the spin-off taking effect. The column headed "1 January 2016" contains the *pro forma* balance sheet of E.ON SE as at 1 January 2016, 0.00 hrs. It reflects the situation after the spin-off has taken effect and is based on the *pro forma* assumptions described in section 4.1.1 "*Basis and pro forma assumptions*" above. The column headed "Spin-off effects" shows the accounting effects of the spin-off on the respective balance sheet items.

(€in millions)	31 December 2015	Spin-off effects	Pro forma 1 January 2016
Assets			
Property, plant and equipment	18		18
Financial assets	47,986	-6,823	41,163
Non-current assets	48,004	-6,823	41,181
Receivables and other assets			
<i>Receivables from affiliates</i>	22,919	-9,951	12,968
<i>Other assets</i>	1,020	9,951	10,971
Securities	744		744
Liquid funds	4,343		4,343
Current assets	29,026		29,026
Deferred expenses	37		37
Excess of plan assets over pension liabilities	1		1
Total assets	77,068	-6,823	70,245
Equity and liabilities			
<i>Share capital</i>	2,001		2,001
<i>Arithmetic value of treasury shares</i>	-47		-47
Subscribed capital	1,954		1,954

(€in millions)	31 December 2015	Spin-off effects	Pro forma 1 January 2016
Conditional capital: €175.0m			
Additional paid-in capital	5,866	-3,197	2,669
Retained earnings	3,673	-3,626	47
Balance-sheet profit	976		976
Equity	12,469	-6,823	5,646
Pension provisions	27		27
Tax provisions	1,488		1,488
Other provisions	1,146		1,146
Provisions	2,661		2,661
Liabilities to banks	863		863
Liabilities to affiliates	60,892	-8,401	52,491
Other liabilities	173	8,401	8,574
Liabilities	61,928	0	61,928
Deferred income	10		10
Total equity and liabilities	77,068	-6,823	70,245

(i) Effects of the spin-off reflected in the *pro forma* balance sheet

The item "Financial assets" in E.ON SE's separate balance sheet as at 31 December 2015, 24.00 hrs, includes the 100% stake in Uniper Beteiligungs GmbH with a book value of EUR 6,823m. As a result of the spin-off, the item "Financial assets" will decrease by this amount and the stake in Uniper Beteiligungs GmbH is derecognised from E.ON SE's *pro forma* balance sheet as at 1 January 2016, 0.00 hrs. Accordingly, retained earnings and the additional paid-in capital – and thus E.ON SE's equity – are to be reduced by the book value of Uniper Beteiligungs GmbH in the *pro forma* balance sheet.

Accordingly, E.ON SE's balance sheet total will decrease by EUR 6,823m as a consequence of the spin-off.

As a result of the spin-off, the entities of the Uniper Group will no longer qualify as affiliates of E.ON SE under the accounting principles of the German Commercial Code. Accordingly, the items "Receivables from affiliates" and "Liabilities to affiliates" will decrease by EUR 9,951m and EUR 8,401m, respectively, and the items "Other receivables and other assets" and "Other liabilities" will increase by EUR 9,951m and EUR 8,401m, respectively, in the *pro forma* balance sheet as at 1 January 2016 as compared to the balance sheet as at 31 December 2015.

For more details on the planned replacement of these items on the part of the Uniper Group by obtaining external financing from an international syndicate of banks, see section 3.2.3 "*Measures regarding the financing of the Uniper Group*".

(ii) Effects not reflected in the *pro forma* balance sheet

The payments of EUR 272m in total made by E.ON SE and E.ON Beteiligungen GmbH into the equity of Uniper SE and Uniper Beteiligungs GmbH in order to adjust the capital structure of the Uniper Group are not taken into account in the *pro forma* balance sheet of E.ON SE.

4.1.4 Accounting effects of the spin-off on Uniper SE (separate financial statements in accordance with the German Commercial Code)

The column headed "31 December 2015" of the following table contains the separate balance sheet of Uniper AG (now Uniper SE) as at 31 December 2015, 24.00 hrs. This balance sheet reflects the situation prior to the spin-off taking effect. The column headed "1 January 2016" contains the *pro forma* balance sheet of the Uniper AG (now Uniper SE) as at 1 January 2016, 0.00 hrs. It reflects the situation after the spin-off has taken effect and is based on the *pro forma* assumptions described in section 4.1.1 "*Basis and pro forma assumptions*" above. The column headed "Spin-off effects" shows the accounting effects of the spin-off on the respective balance sheet items.

(€in millions)	31 December 2015	Spin-off effects	Pro forma 1 January 2016
Assets			
Financial assets.....	4,367	6,823	11,190
Non-current assets.....	4,367	6,823	11,190
Receivables from affiliates.....	788		788
Cash at bank.....	1		1
Current assets.....	789		789
Total assets.....	5,156	6,823	11,979
Equity and liabilities			
Share capital.....	283	332	615
Additional paid-in capital.....	4,068	6,491	10,559
Retained earnings.....	16		16
Equity.....	4,367	6,823	11,190¹⁾
Liabilities to affiliates.....	789	-789	0
Liabilities to entities in which the company has a participating interest.....	0	789	789
Liabilities.....	789		789
Total equity and liabilities.....	5,156	6,823	11,979

¹⁾ without taking into account the payments of €127m in total made by E.ON Beteiligungen GmbH into the equity of Uniper SE; see also (ii) below

(i) Effects of the spin-off reflected in the *pro forma* balance sheet

The separate balance sheet of Uniper SE as at 31 December 2015, 24.00 hrs, contains the item “Financial assets” in the amount of EUR 4,367m and includes of the 46.65% stake in Uniper Holding GmbH. Due to the acquisition of the 100% stake in Uniper Beteiligungs GmbH in the context of the spin-off, the balance sheet item “Financial assets” will increase by EUR 6,823m when applying the book value accounting. The exercise of an option right by Uniper Holding GmbH in the first quarter of 2016 and the respective adjustment of its equity under commercial law in its financial statements as at 31 December 2015 to the amount of EUR 11,190m has no impact on the accounting of the stake in Uniper Holding GmbH by Uniper SE.

Accordingly, the issue of 195,239,660 new shares of Uniper SE to the shareholders of E.ON SE in the context of the implementation of the Spin-off Capital Increase will lead to an increase in the share capital and an increase in the additional paid-in capital by the difference to the book value of the stake in Uniper Beteiligungs GmbH.

Accordingly, Uniper SE's balance sheet total will increase by EUR 6,823m as a consequence of the spin-off.

Since, as a result of the spin-off, the entities of the E.ON Group no longer qualify as affiliates of Uniper SE under the accounting principles of the German Commercial Code, the item “Liabilities to affiliates” will decrease by EUR 789m and the item “Liabilities to entities in which the company has a participating interest” will increase by EUR 789m in the *pro forma* balance sheet as at 1 January 2016 as compared to the balance sheet as at 31 December 2015.

(ii) Effects not reflected in the *pro forma* balance sheet

The payment of EUR 120m made by E.ON Beteiligungen GmbH into the unappropriated additional paid-in capital of Uniper SE on 30 March 2016 and the capital increase approved on 19 January 2016 in preparation for the spin-off are not included in the *pro forma* balance sheet of Uniper SE. Due to the capital increase, the share capital increased by approx. EUR 7m to approx. EUR 290m. In total, the equity of Uniper SE thus increased by EUR 127m (see section 4.1.1 “*Basis and pro forma assumptions*” above).

The receivables from and liabilities to affiliates resulting from profit and loss transfer agreements which were recorded in the *pro forma* balance sheet were settled in the first quarter of 2016.

4.1.5 Accounting effects of the spin-off on the E.ON Group (consolidated financial statements on the basis of IFRS)

The column headed “31 December 2015” of the following table contains the E.ON Group's balance sheet as at 31 December 2015, 24.00 hrs. It shows the E.ON Group's balance sheet prior to the spin-off taking effect. The column headed “1 January 2016” contains the E.ON Group's *pro forma* balance sheet as at 1 January 2016, 0.00 hrs. It reflects the situation after the spin-off and the deconsolidation of the Uniper Group have taken effect and is based on the *pro*

forma assumptions described in section 4.1.1 “Basis and pro forma assumptions” above. The column headed “Spin-off effects” shows the accounting effects of the spin-off on the respective balance sheet items.

(€in millions, rounded)	31 December 2015	Spin-off effects	Pro forma 1 January 2016
Assets			
Goodwill	6,441	-2,997	3,444
Intangible assets	4,465	-2,154	2,311
Property, plant and equipment	38,997	-14,282	24,715
Companies accounted for under the equity method.....	4,536	6,091	10,627
Other financial assets.....	5,926	-540	5,386
<i>Equity investments</i>	1,202	-351	851
<i>Non-current securities</i>	4,724	-189	4,535
Financial receivables and other financial assets	3,571	-2,162	1,409
Operating receivables and other operating assets.....	5,534	-4,063	1,471
Income tax assets	46	-8	38
Deferred tax assets	4,096	-2,144	1,952
Non-current assets	73,612	-22,259	51,353
Inventories	2,546	-1,730	816
Financial receivables and other financial assets	1,493	9,766	11,259
Trade receivables and other operating assets.....	25,331	-18,400	6,931
Income tax assets	1,330	-536	794
Liquid funds.....	8,190	-361	7,829
<i>Securities and fixed-term deposits</i>	2,078	-60	2,018
<i>Restricted cash and cash equivalents</i>	923	-1	922
<i>Cash and cash equivalents</i>	5,189	-300	4,889
Assets held for sale.....	1,191	-228	963
Current assets	40,081	-11,489	28,592
Total assets	113,693	-33,748	79,945
Equity and liabilities			
Equity	19,077	-8,278	10,799
Financial liabilities	14,954	-1,290	13,664
Operating liabilities.....	8,346	-3,289	5,057

(€in millions, rounded)	31 December 2015	Spin-off effects	Pro forma 1 January 2016
Income taxes.....	1,562	0	1,562
Provisions for pensions and similar obligations.....	4,210	-929	3,281
Miscellaneous provisions	26,445	-5,737	20,708
Deferred tax liabilities.....	5,655	-2,728	2,927
Non-current liabilities	61,172	-13,973	47,199
Financial liabilities	2,788	7,885	10,673
Trade payables and other operating liabilities.....	24,811	-16,387	8,424
Income taxes.....	814	-450	364
Miscellaneous provisions	4,280	-2,427	1,853
Liabilities associated with assets held for sale	751	-118	633
Current liabilities.....	33,444	-11,497	21,947
Total equity and liabilities.....	113,693	-33,748	79,945

- (i) Effects of the spin-off and the deconsolidation reflected in the *pro forma* consolidated balance sheet

The table above shows the changes in the balance sheet items resulting from the spin-off and the deconsolidation of the Uniper Group, on the assumption that they took legal effect on 1 January 2016, 0.00 hrs. The following details are particularly noteworthy:

Upon the spin-off and the Deconsolidation Agreement taking effect, E.ON SE will lose control pursuant to IFRS 10 over the Uniper Group's business activities since it waives the exercise of voting rights in relation to the shareholders' election of two supervisory board members, regardless of any factual majorities in general meetings (see section 8.1.2 "Deconsolidation Agreement between E.ON SE and Uniper SE"). Accordingly, the assets and liabilities of the Uniper Group's business activities were eliminated.

The remaining E.ON Group's receivables from and liabilities to the future Uniper Group after the spin-off are shown on the *pro forma* consolidated balance sheet due to the fact that the future Uniper Group will no longer be consolidated. For more details on the planned partial replacement of individual balance sheet items on the part of the Uniper Group by obtaining external financing from an international syndicate of banks, see section 3.2.3 "Measures regarding the financing of the Uniper Group".

E.ON SE will continue to hold an indirect stake of 46.65% in Uniper SE. IFRS require that E.ON SE's remaining indirect 46.65% stake in Uniper SE accounted for under the equity method be initially measured at fair value. The fair value will be determined on the basis of Uniper SE's stock exchange price after the spin-off has taken effect, Uniper SE has been

listed and the Deconsolidation Agreement has been implemented. Since Uniper SE will only be listed immediately after the spin-off has taken effect, E.ON uses the proportional book value resulting from the difference between the assets and liabilities of the Uniper Group as stated in the E.ON Group's balance sheet as at 31 December 2015 for the purposes of this *pro forma* consolidated balance sheet. The net book value of the Uniper Group thus amounts to EUR 15.5bn (see section 6.2.1 "E.ON Group").

The E.ON Group's equity decreases by the book value of the Uniper Group to be spun off, which is partly compensated by the recognition of the remaining indirect 46.65% stake in Uniper SE (EUR 7.2bn). In the *pro forma* balance sheet, the assets and liabilities of the Uniper Group were measured at the portion of the net book value attributable to them, as described above, which results in a reduction of the E.ON Group's equity by EUR 8,278m in total. In the case of a fair value above (below) the book value, equity would be reduced to a smaller (larger) extent since the book value to be derecognised will remain unchanged and the 46.65% stake measured at fair value would result in a smaller (greater) change in equity.

(ii) Effects not reflected in the *pro forma* balance sheet

Events that have occurred after the *pro forma* date (see section 4.1.1 "Basis and *pro forma* assumptions" above) are not reflected in the *pro forma* balance sheet of the E.ON Group. In this context, the following points are material:

- the transfer of the German electricity and gas wholesale business by E.ON Energie Deutschland GmbH, Munich, Germany, to Uniper Energy Sales GmbH;
- the acquisition of 100% of the shares in PEG Infrastruktur AG (PEGI), a subsidiary of Uniper Global Commodities SE, including the 15.5% stake held by it in Nord Stream AG, by E.ON Beteiligungen GmbH;
- the fire in the boiler house of power plant unit 3 at Uniper's Berezovskaya site in Russia;
- the set-off of a financial liability of a Swedish power plant company to a minority shareholder of such power plant company against an existing operating receivable in the amount of EUR 424m;
- the switch from the pension commitments insured by VKE to a new pension model;
- the agreement reached by Uniper Global Commodities SE and the Russian Gazprom group in relation to the adjustment of the terms and conditions of the long-term gas supply agreements in light of current market conditions;
- the payments of EUR 272m in total made by E.ON SE and E.ON Beteiligungen GmbH into the equity of Uniper SE and Uniper

Beteiligungs GmbH in order to adjust the capital structure of the Uniper Group;

- the revaluation of the pension provisions for employees as a result of adjustments to the duration.

4.1.6 Accounting effects of the spin-off on the Uniper Group (Combined Balance Sheet on the basis of IFRS)

The following table contains the Combined Balance Sheet of the Uniper Group as at 1 January 2016, 0.00 hrs, which is based on the Combined Financial Statements of the Uniper Group as at 31 December 2015. It reflects the situation after the spin-off and the deconsolidation of the Uniper Group have taken effect and is based on the assumptions described in section 4.1.1 “*Basis and pro forma assumptions*” above. The Combined Balance Sheet of the Uniper Group is not identical to the consolidated balance sheet of the Uniper Group as at the time the spin-off takes effect upon registration in the commercial register.

(EUR in millions)	1 January 2016
Assets	
Goodwill.....	2,555
Intangible assets.....	2,159
Property, plant and equipment.....	14,297
Companies accounted for under the equity method.....	1,136
Other financial assets	558
<i>Equity investments</i>	369
<i>Non-current securities</i>	189
Financial receivables and other financial assets.....	3,029
Operating receivables and other operating assets.....	4,687
Income tax assets	9
Deferred tax assets.....	1,031
Non-current assets	29,461
Inventories	1,734
Financial receivables and other financial assets.....	8,359
Trade receivables and other operating assets.....	23,085
Income tax assets	296
Liquid funds.....	360
<i>Securities and fixed-term deposits</i>	60
<i>Restricted cash and cash equivalents</i>	1
<i>Cash and cash equivalents</i>	299
Assets held for sale	228

(EUR in millions)	1 January 2016
Current assets	34,062
Total assets	63,523
 Equity and liabilities	
Equity	15,001
Financial liabilities	2,296
Operating liabilities.....	3,781
Income taxes	0
Provisions for pensions and similar obligations.....	796
Miscellaneous provisions.....	5,809
Deferred tax liabilities.....	1,622
Non-current liabilities	14,304
Financial liabilities	10,551
Trade payables and other operating liabilities	20,642
Income taxes	338
Miscellaneous provisions.....	2,569
Liabilities associated with assets held for sale	118
Current liabilities	34,218
Total equity and liabilities	63,523

The Combined Financial Statements were prepared in accordance with the IFRS and the interpretations issued by the IFRIC as applied within the European Union. In the context of the preparation of the Combined Financial Statements, Uniper SE used generally the same accounting principles and valuations that were used for the preparation of the financial information included in the E.ON consolidated financial statements.

However, there were deviations from these accounting principles and valuations wherever necessary in order to present the Uniper Group as a group of companies that is independent from the E.ON Group. Transactions between the Uniper Group and the E.ON Group were recognised in accordance with IFRS and classified as transactions with related parties.

- (i) Effects of the spin-off and the deconsolidation reflected in the Combined Balance Sheet

Since, in respect of the Uniper Group, the Combined Balance Sheet of the Uniper Group as at 31 December 2015 already includes the business activities of the Uniper Group with the assets and liabilities attributable to them, no material accounting effects of the spin-off and the preparatory transactions on the net assets of the Uniper Group were identified, with the

result that there are no effects of the spin-off on the Combined Balance Sheet.

(ii) Effects not reflected in the Combined Balance Sheet

Events that have occurred after the *pro forma* date (see section 4.1.1 “*Basis and pro forma assumptions*” above) are not reflected in the Combined Balance Sheet of the Uniper Group. In this context, the following points are material:

- the transfer of the German electricity and gas wholesale business by E.ON Energie Deutschland GmbH, Munich, Germany, to Uniper Energy Sales GmbH;
- the acquisition of 100% of the shares in PEG Infrastruktur AG (PEGI), a subsidiary of Uniper Global Commodities SE, including the 15.5% stake held by it in Nord Stream AG, by E.ON Beteiligungen GmbH;
- the fire in the boiler house of power plant unit 3 at Uniper’s Berezovskaya site in Russia;
- the set-off of a financial liability of a Swedish power plant company to a minority shareholder of such power plant company against an existing operating receivable in the amount of EUR 424m;
- the switch from the pension commitments insured by VKE to a new pension model;
- the agreement reached by Uniper Global Commodities SE and the Russian Gazprom group in relation to the adjustment of the terms and conditions of the long-term gas supply agreements in light of current market conditions;
- the payments of EUR 272m in total made by E.ON SE and E.ON Beteiligungen GmbH into the equity of Uniper SE and Uniper Beteiligungs GmbH in order to adjust the capital structure of the Uniper Group.

4.2 Tax effects of the spin-off

The following statements describe the material tax effects of the spin-off for the shareholders of E.ON SE, E.ON SE itself, and Uniper SE. It is not feasible to provide a comprehensive or conclusive description of all possible tax aspects for each individual E.ON SE shareholder because this depends on the shareholder's individual tax circumstances. The following description does not substitute tax advice being provided to the individual shareholder. Therefore, shareholders should consult their tax advisers about the individual tax effects of the spin-off.

The following description is based on the German tax law as it is currently applicable and its interpretation as made by courts and administrative instructions. Tax provisions can change at any time, under certain circumstances with retroactive effect. Furthermore, it cannot be ruled out that the tax authorities or courts will consider another interpretation to be correct, instead of the description given in this section. The tax effects in foreign

jurisdictions and the double tax treaties which are possibly applicable will not be dealt with below.

4.2.1 Tax effects for the shareholders

The tax effects of the spin-off for shareholders of E.ON SE who are subject to taxation in Germany arise from the provisions of section 15 para. 1 in conjunction with section 13 of the German Transformation Tax Act (*Umwandlungssteuergesetz – UmwStG*) and section 20 para. 4a of the German Income Tax Act (*Einkommensteuergesetz – EstG*).

(i) Tax effects on shares held as business assets (*Betriebsvermögen*)

In the case of E.ON SE shares held as business assets, the legal consequences as regards taxation for the shareholders arise from section 15 in conjunction with section 13 of the German Transformation Tax Act. Pursuant to those provisions, the shares in the transferring entity (E.ON SE) are considered as sold on a *pro rata* basis at fair market value and the shares in the acquiring entity (Uniper SE) replacing them are deemed to have been acquired at that value (on a *pro rata* basis), section 13 para. 1 of the German Transformation Tax Act. The profit or loss resulting therefrom constitutes the difference between the proportionate book value and the proportionate fair market value of the E.ON SE shares at the time of the registration of the spin-off in the commercial register of E.ON SE. The fair market value of the E.ON SE shares is based on the stock exchange price of the E.ON shares (details on the allocation of the acquisition costs for the shares in E.ON SE to the shares in E.ON SE on the one hand and the shares in Uniper SE on the other hand for tax purposes are set out below).

Pursuant to the statutory provisions mentioned above the transaction is deemed to be a disposal by a shareholder that is subject to the general tax provisions on taxation of profits (or losses) from the disposal of shares. In the case of a capital gain, taxation depends on whether the shareholder is a company, a sole proprietor (*Einzelunternehmer*), or a partnership.

The Uniper SE shares to be granted to the shareholders of E.ON SE as consideration for the spin-off are deemed, for tax purposes, to have been newly acquired. The tax features of the E.ON shares held by the individual shareholder (e.g. the holding period or deferred obligations to restore the original value (*latente Wertaufholungsverpflichtungen*) etc.), therefore, do not transfer in such case to the newly granted shares in Uniper SE (no application of the so-called “footsteps theory” (*Fußstapfentheorie*); details on the application of the “footsteps theory” in the case of an application of the book value accounting are set out below).

The tax office Düsseldorf-Nord issued a confirmation to E.ON SE in the course of the binding ruling that the spin-off of the 100% share in Uniper Beteiligungs GmbH from E.ON SE to Uniper SE would be classified as a transfer of part of a undertaking (*Teilbetriebsübertragung*) within the meaning of section 15 para.1 of the German Transformation Tax Act (*Umwandlungssteuergesetz – UmwStG*) (the double condition referring to partial undertakings being complied with). In the view of E.ON SE, the

shares in Uniper SE may be taken into account on a *pro rata* basis, upon request made by the shareholder concerned, at the proportionate book value of the shares in E.ON SE, which constitutes a deviation from the principle set out above, provided that the other conditions of section 13 para. 2 of the German Transformation Tax Act are met, i.e. in particular the condition that the right of the Federal Republic of Germany referring to the taxation of the profits from the disposal of the shares in Uniper SE is not excluded or restricted. This binding ruling issued to E.ON SE that the double condition referring to partial undertakings is complied with is formally not binding on the tax office competent for the shareholder concerned.

In the case of section 13 para. 2 of the German Transformation Tax Act and if a corresponding request has been made, the shares in E.ON SE are not deemed to have been sold on a *pro rata* basis at fair market value, contrary to the principle set out above. In that case there is no (taxable) capital gain upon the spin-off taking effect. In this case, the shares in Uniper SE for tax purposes take the place on a *pro rata* basis of the E.ON SE shares (the so-called "footsteps theory"). This means that certain tax features of the shares or the shareholding in E.ON SE transfer to the shares in Uniper SE and are maintained in this regard.

The request that the book value accounting be applied pursuant to section 13 para. 2 of the of the German Transformation Tax Act has to be filed by the shareholder concerned of E.ON SE with his or her competent tax office. No special form has to be complied with as regards such request, it cannot be subject to conditions and is irrevocable. A specified period of time is not legally provided for. The tax authorities have not published any statements as regards the time at which such request is to be filed. In the view of E.ON SE it is recommended that the shareholders of E.ON SE who intend to file such request that the book value accounting be applied file such request in a timely manner (e.g. when submitting their tax declaration or immediately after the spin-off has taken effect).

As a result of the spin-off, the acquisition costs and book values of the E.ON SE shares must be allocated between the E.ON SE shares after the spin-off and the new Uniper SE shares. As a general rule, the tax authorities hold the view that this may be done on the basis of the share exchange ratio set out in the spin-off agreement or plan (cf. no. 15.43 of the administrative circular issued by the German Federal Ministry of Finance dated 11 November 2011 on the application of section 13 of the German Transformation Tax Act in spin-off cases). However, no exchange ratio is determined in the present case. If no exchange ratio is determined, the depository banks usually use the share allocation ratio as a reference value for the allocation instead. In the present case, this corresponds to a ratio of 10:1.

It is unclear, however, whether the ratio of the stock exchange value of E.ON SE after the spin-off of 53.35% of the stock exchange value of Uniper SE after the spin-off might be a preferable reference value for the allocation of the acquisition costs and book values since this would be a better

reflection of the allocation on the basis of fair market values, as required by law, than if they were allocated in accordance with the share allocation ratio. According to the information available to E.ON SE, for practical reasons the depository banks are usually not able to subsequently make an allocation on the basis of stock exchange values. However, a shareholder may consider in the context of his or her personal tax assessment whether he might wish to deviate from allocation in accordance with the share allocation ratio made by the depository bank and make an allocation on the basis of stock exchange values instead.

It was impossible, for legal and factual reasons, for E.ON SE and Uniper SE to obtain a binding ruling from all tax authorities competent for the respective shareholders with respect to the question of which reference value were to apply for tax purposes in allocating the acquisition costs and book values of the relevant shareholder. Irrespective thereof, E.ON SE submitted a request with respect to allocation for tax purposes of the shares' acquisition costs to the German Federal Ministry of Finance, a reply to which was still outstanding at the time the Spin-off Report was adopted. E.ON SE will publish the key points of such reply in due course.

The relevant depository bank will usually not withhold any withholding tax on the share transfers resulting from the spin-off which are deemed disposals for tax purposes. If, however, withholding tax has been withheld and deducted, an imputation or reimbursement of withholding tax paid is possible, as a general rule, for these shareholders in the course of their tax assessment. Furthermore, it is possible that the tax authorities may hold a subsequent tax claim as regards such withholding tax as against the shareholder concerned. Against this backdrop, prior to the spin-off taking effect, E.ON SE shareholders should consider the preconditions of the deduction of withholding tax possibly not being applied and ensure that the relevant depository bank is informed accordingly (e.g. by submitting statements to the depository bank).

(ii) Tax effects for shares held as private assets

(a) Shareholders within the meaning of section 17 of the German Income Tax Act:

The provision of section 13 of the German Transformation Tax Act and, accordingly, the explanations set out in item (i) with respect to the allocation of the shares' acquisition costs also apply to shares held as private assets within the meaning of section 17 of the German Income Tax Act. Shares within this meaning exist, if a shareholder or, in the case of a legal succession without consideration, one of its legal predecessors directly or indirectly held an interest of at least 1% in the capital of E.ON SE in the last five years prior to the spin-off (shareholder within the meaning of section 17 of the German Income Tax Act).

Also in this case the transaction is principally deemed to be a disposal transaction, such transaction being subject to the general tax provisions for the taxation of profits (or the treatment of losses)

resulting from the disposal of shares. If the individual shareholder files a request for a roll-over of the acquisition costs the shares in E.ON SE will be deemed, in deviation from the principle set out above, as not being sold proportionately at fair market value. Consequently, (taxable) capital gains are not generated. In this case, the shares in Uniper SE for tax purposes proportionately take the place of the shares in E.ON SE (so-called “footsteps theory”).

The relevant depository bank will usually not withhold any withholding tax on the share transfers resulting from the spin-off which are deemed disposals for tax purposes. In all other respects, the explanations set out in item (i) with respect to withholding tax also apply *mutatis mutandis*.

- (b) Shareholders within the meaning of section 20 of the German Income Tax Act:

To the extent that shares in E.ON SE are held as private assets and the shareholder or, in the case of a legal succession without consideration, one of its legal predecessors did not hold an interest of at least 1% in E.ON SE during the last five years (shareholders within the meaning of section 20 of the German Income Tax Act), the spin-off will be executed on a tax-neutral basis, i.e. without realisation of taxable capital gains (section 20 para. 4a sentence 7 of the German Income Tax Act). As a consequence, no withholding tax will be withheld or deducted.

The shares in Uniper SE granted under the spin-off to the shareholders of E.ON SE proportionately replace the E.ON shares pursuant to section 20 para. 4a sentence 7 of the German Income Tax Act, i.e. the spin-off does not entail the realisation of any profits or losses arising from the shares in E.ON SE, but is executed on a tax-neutral basis at acquisition costs. It is not required to file a request for a roll-over of the acquisition costs. Pursuant to the understanding of the tax authorities (cf. no. 101 of the administrative circular issued by the German Federal Ministry of Finance dated 18 January 2016 as regards section 20 para. 4a of the German Income Tax Act), reference is principally to be made to the exchange ratio pursuant to the spin-off agreement or plan. No exchange ratio is determined in the present case. If no exchange ratio is determined, the depository banks usually use the share allocation ratio as a reference value for the allocation instead. In the present case, this corresponds to a ratio of 10:1. In the view of E.ON SE, it is unclear whether in the present case, reference to stock exchange prices for shares held in the business assets, as set out in item (i), is appropriate for tax purposes and may be applied accordingly by the relevant shareholder for the purposes of his or her personal tax assessment. It was impossible, for legal and factual reasons, for E.ON SE and Uniper SE to obtain a binding ruling as regards this issue from all tax authorities competent for the respective shareholders. Irrespective thereof, E.ON SE submitted a request

with respect to allocation for tax purposes of the shares' acquisition costs to the German Federal Ministry of Finance, a reply to which was still outstanding at the time the Spin-off Report was adopted. E.ON SE will publish the key points of such reply in due course.

To the extent that the E.ON shares were acquired prior to 1 January 2009 and, consequently, can now be disposed of tax-free, given the expiration of the so-called "speculation period" which was previously applicable, this feature should transfer to the shares in Uniper SE granted in the course of the spin-off on the basis of an administrative circular issued by the German Federal Ministry of Finance dated 18 January 2016 as regards section 20 para. 4a of the German Income Tax Act (no. 100). In the view of E.ON SE, this circular is also applicable to section 20 para. 4a sentence 7 of the German Income Tax Act, which is relevant to the present case and which extends the scope of application of section 20 para. 4 sentence 1 of the German Income Tax Act to spin-offs (cf. also no. 115 of the administrative circular issued by the Ministry of Finance dated 18 January 2016 as regards section 20 para. 4a of the German Income Tax Act).

(c) Further cases:

To the extent that shareholders of E.ON SE are not resident for tax purposes in Germany (non-tax residents) and the shares are subject to tax in Germany (e.g. in the case of them belonging to a domestic permanent establishment of the non-tax resident), the principles set out in (i) above will be applicable accordingly.

To the extent that shareholders of E.ON SE obtain fractional Uniper SE shares as a result of the spin-off (see section 3.4.11(ii) "*Fractional shares and settlement of fractional shares*") and that such shareholders dispose of the fractional shares, the transaction will be treated, in the view of E.ON SE, as a taxable disposal of shares or acquisition of shares, respectively.

4.2.2 Tax effects for E.ON SE

The essential effects of the spin-off in terms of income tax on E.ON SE arise from section 15 of the German Transformation Tax Act. The effective transfer date for tax purposes within the meaning of section 2 para. 1 of the German Transformation Tax Act as regards the spin-off is the day on which the transferring entity has to prepare the closing commercial balance sheet, i.e. 31 December 2015, 24.00 hrs. As regards E.ON SE and Uniper SE the income and the assets are to be determined as though the Spin-off Assets (the interests in Uniper Beteiligungs GmbH) of E.ON SE are transferred upon the end of 31 December 2015 to Uniper SE.

At the E.ON SE level of the hidden reserves are realised within the assets disposed of in the course of the spin-off. The reason is that the assets transferred are reported in the closing balance sheet for tax purposes of E.ON SE at fair market value pursuant to section 15 para. 1 sentence 1 in conjunction with section 11 para. 1 of the German Transformation Tax Act. Since solely a wholly owned subsidiary of E.ON SE is spun-off, i.e. Uniper Beteiligungs GmbH, the

disclosure of the hidden reserves at E.ON SE is exempt from 95% of the corporate income tax and trade tax pursuant to section 8b para. 2, 3 of the German Corporate Income Tax Act (*Körperschaftsteuergesetz – KStG*). Given this tax exemption, a waiver is declared as regards the exercise of the option to file a request pursuant to section 15 para. 1 sentence 2 in conjunction with section 11 para. 2 of the German Transformation Tax Act (the book value being stated) in particular because, otherwise a violation of the lock-up period within the meaning of section 15 para. 2 sentences 2 to 4 of the German Transformation Tax Act (disposal in a scope which has negative tax effects within a period of five years after the spin-off) could not be excluded in practice given that the shares in E.ON SE and in Uniper SE being traded on the stock exchange.

The spin-off will not violate the material lock-up periods within the meaning of section 15 para. 2 of the German Transformation Tax Act which were applicable prior to the spin-off. This was ascertained by means of binding rulings issued by the tax authorities. In some cases, however, violations of the lock-up periods within the meaning of section 15 para. 2 of the German Transformation Tax Act triggered prior to the spin-off could not be excluded by means of binding rulings.

Pursuant to section 15 para. 3 of the German Transformation Tax Act the losses that can be set off, the remaining loss carried forward, negative income which has not been set off, any interest carried forward pursuant to section 4h para. 1 sentence 5 of the German Income Tax Act and any carried forward of EBITDA pursuant to section 4h para. 1 sentence 3 of the German Income Tax Act of E.ON SE will be reduced in the proportion in which the assets are transferred from E.ON SE to Uniper SE, fair market value being used as basis. The capital contribution account for tax purposes of E.ON SE will be allocated to E.ON SE and Uniper SE pursuant to section 29 para. 3 sentence 2 of the German Corporate Income Tax Act.

In terms of trade tax the five-year lock-up period under section 6a of the German Real Estate Transfer Act (*Grunderwerbsteuergesetz – GrEStG*) will be violated by the spin-off as a result of the Uniper entities leaving the E.ON Group. This relates to previous transfer transactions for the establishment of the Uniper Group and to previous transfer transactions in the context of the restructuring of the E.ON Group. Violations of lock-up periods under trade tax resulting from previous restructurings of the E.ON Group or concerning entities of the E.ON Group in the context of the establishment of the Uniper Group will be attributed to the respective tax debtor.

4.2.3 Tax effects for Uniper SE

At the Uniper SE level the transferred assets will be stated in the tax balance sheet at fair market value pursuant to section 15 para. 1 in conjunction with section 12 para. 1 of the German Transformation Tax Act. As regards the acquired assets, Uniper SE will succeed E.ON SE as regards the legal status for tax purposes (section 15 para. 1 in conjunction with section 12 para. 3 sentence 1 of the German Transformation Tax Act). As regards the attribution of the capital contribution account for the tax purposes of E.ON SE to E.ON SE and Uniper SE, see above.

In terms of real estate transfer tax, the legal transaction of the spin-off implements an indirect unification of shares at the Uniper SE level which leads to the entire domestic real property of the entities of the Uniper Group being attributed to Uniper

SE and being subject to real estate transfer tax. The violations of the five-year lock-up period under section 6a of the German Real Estate Transfer Tax Act by the spin-off because entities of the Uniper Group leaving the E.ON Group will be attributed to Uniper SE, the latter being the tax debtor, to the extent that this refers to lock-up periods triggered in the context of the establishment of the Uniper Group as regards entities of the Uniper Group.

Moreover, it cannot be ruled out that the existing loss carried forward and current losses of Uniper SE and the entities of the Uniper Group will not be capable of being used because of the spin-off.

4.3 Other consequences of the spin-off

4.3.1 Liability pursuant to the German Conversion Act

Based on the German Conversion Act, in connection with a spin-off by absorption, several provisions on liability will be mandatorily applicable which are described in this section below:

- (i) Continued liability pursuant to section 133 of the German Conversion Act on the part of E.ON SE as transferring entity

E.ON SE will be jointly and severally liable, together with Uniper SE, pursuant to section 133 para. 1 and 3 of the German Conversion Act for liabilities which are transferred to Uniper SE in the course of the spin-off, provided that such liabilities fall due within five years after the publication of the registration of the spin-off in the commercial register of E.ON SE and that claims based thereon as against E.ON SE are determined in any form as specified in section 197 para. 1 nos. 3 to 5 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) (the “**German Civil Code**”) or judicial or administrative enforcement measures are executed or applied for. In the case of liabilities under public law, an administrative act being issued is sufficient. As regards pension obligations based on the German Company Pension Act (*Betriebsrentengesetz – BetrAVG*) the period referred to above is extended from five to ten years.

In the course of the spin-off, all interests in Uniper Beteiligungs GmbH will be transferred to Uniper SE. However, no liabilities are transferred to Uniper SE in the course of the spin-off. Thus, the spin-off taking effect will not lead to liability on the part of E.ON SE pursuant to section 133 para. 1 and 3 of the German Conversion Act.

Conversely, any continued liability on the part of entities of the E.ON Group under section 133 para. 1 and 3 of the German Conversion Act relating to liabilities transferred in the course of previous spin-offs to entities of the Uniper Group will not be affected by the spin-off taking effect.

- (ii) Continued liability pursuant to section 133 of the German Conversion Act on the part of Uniper SE as acquiring entity

Uniper SE will be jointly and severally liable, together with E.ON SE, pursuant to section 133 para. 1 and 3 of the German Conversion Act for liabilities remaining with E.ON SE which were created prior to the spin-off taking effect, provided that such liabilities fall due within five years after the

publication of the registration of the spin-off in the commercial register of E.ON SE and that claims based thereon as against Uniper SE are determined in any form as specified in section 197 para. 1 nos. 3 to 5 of the German Civil Code or judicial or administrative enforcement measures are executed or applied for. In the case of liabilities under public law, an administrative act being issued is sufficient. As regards pension obligations based on the German Company Pension Act the period referred to above is extended from five to ten years.

As set out above no liabilities are transferred from E.ON SE to Uniper SE in the course of the spin-off, consequently, all liabilities of E.ON SE remain with E.ON SE. Thus, the spin-off taking effect will lead to Uniper SE becoming liable, under the conditions specified above, pursuant to section 133 para. 1 and 3 of the German Conversion Act, for all liabilities of E.ON SE which were created prior to the spin-off.

In the internal relationship between E.ON SE and Uniper SE, the allocation of liability will be determined by the relevant provisions of the Spin-off and Transfer Agreement (see section 10.1.8 "*Creditor protection and internal settlement (section 8)*"). It is agreed that Uniper SE will be largely indemnified by E.ON SE from the liabilities remaining with E.ON SE for which Uniper SE continues to be liable under section 133 of the German Conversion Act.

Moreover, any continued liability on the part of entities of the Uniper Group under section 133 para. 1 and 3 of the German Conversion Act relating to liabilities transferred in the course of previous spin-offs to entities of the E.ON Group will not be affected by the spin-off taking effect.

- (iii) Liability pursuant to section 133 para. 2, 125 in conjunction with section 23 of the German Conversion Act

E.ON SE and Uniper SE will be jointly and severally liable, pursuant to section 133 para. 2 of the German Conversion Act, for the fulfilment of the obligation to grant equivalent rights pursuant to section 125 in conjunction with section 23 of the German Conversion Act.

- (iv) Provision of security pursuant to section 133 para. 1 sentence 2, 125 in conjunction with section 22 of the German Conversion Act

Pursuant to section 133 para. 1 sentence 2, 125 in conjunction with section 22 of the German Conversion Act, creditors of E.ON SE or Uniper SE may demand, within a period of six months after the date on which the registration of the spin-off into the commercial register of E.ON SE or Uniper SE has been published, that security be provided for their claim by the company to which such claim is addressed. This, however, requires the creditors to notify their respective claims in writing, stating the reason and amount, and to demonstrate that the fulfilment of the claim will be threatened by the spin-off. Moreover, the right to demand for the provision of security only exists, if the creditors may not demand satisfaction.

In the event that any creditors assert a claim against E.ON SE or Uniper SE, respectively, for the provision of security, the internal relationship

between E.ON SE and Uniper SE will be determined by the relevant provisions of the Spin-off and Transfer Agreement (see section 10.1.8 “*Creditor protection and internal settlement (section 8)*”).

The boards of management of E.ON SE and Uniper SE assume that the fulfilment of claims on the part of creditors of E.ON SE and Uniper SE will not be threatened by the spin-off and that, consequently, E.ON SE and Uniper SE will not be required to provide security pursuant to section 133 para. 1 sentence 2, 125 in conjunction with section 22 of the German Conversion Act.

4.3.2 German Act on Continued Liability for Nuclear Decommissioning and Disposal Costs (*Gesetz zur Nachhaftung für Rückbau- und Entsorgungskosten im Kernenergiebereich*)

As regards the impact of the intended German Act on Continued Liability for Nuclear Decommissioning and Disposal Costs on the spin-off and the position of Uniper SE and the Uniper Group as regards liability see section 7.4 “*Liability of Uniper SE pursuant to the German Conversion Act for the fulfilment of the obligations arising from the nuclear energy business in Germany*”.

4.3.3 Effects of the spin-off on the shares of E.ON SE

The spin-off will not have any effects on the listing of the shares of E.ON SE. The shares of E.ON SE will be admitted after the spin-off has taken effect, as previously, to trading on the regulated market of the Frankfurt Stock Exchange in the sub-segment of the regulated market with additional post-admission obligations (Prime Standard). Moreover, it is intended that the shares of E.ON SE will continue to be traded in Germany on the Düsseldorf stock exchange, the Stuttgart stock exchange (*Baden-Württembergische Börse*), the Berlin stock exchange, the Munich stock exchange, the Hamburg stock exchange (*Hanseatische Wertpapierbörse Hamburg*), and the Hanover stock exchange (*Niedersächsische Börse zu Hannover*). Starting from the date of the listing of the Uniper shares, the shares of E.ON SE will be traded “ex Uniper SE”.

In the USA, the E.ON shares will continue to be traded off-exchange in the form of American Depositary Receipts (ADR).

The board of management of E.ON SE assumes that the E.ON shares will after the spin-off continue to meet, the criteria for being included into the “DAX” selection index and, consequently, will remain within the “DAX”. The same applies, in the view of the board of management, also to the Euro Stoxx 50.

4.3.4 Effects of the spin-off on the dividend policy of E.ON SE and Uniper SE

The boards of management of E.ON SE and Uniper SE examined, in relation to each, the effects the spin-off of the Uniper Group will have on the amount of the distributable balance-sheet profit and the dividend policy for the future financial years.

The dividend policy of E.ON SE adopted by its supervisory board and board of management stipulates that 40% to 60% of the underlying net income be distributed. The dividend must be considered in the context of all the objectives of the company and should, in particular, make adequate allowance for sustainable

corporate development. In legal terms, the distribution is conditional upon the sufficiency of the accounting income of E.ON SE. Finally, all proposals for the appropriation of profits made by the board of management and the supervisory board require the approval of the general meeting.

Uniper SE plans to distribute a dividend of EUR 200m for 2016. In subsequent years, Uniper SE's dividend policy will be based, in particular, on the performance of the free cash flow available for distribution, taking into account Uniper SE's debt situation and related rating. The goal will be to pay out a significant amount of the free cash flow generated to Uniper SE's shareholders, while Uniper SE's debt situation should be such as to enable it to maintain an investment grade rating at all times; consequently, in the period from 2016 to 2017, the primary focus will initially be to reduce the level of debt.

4.3.5 Effects of the spin-off on the E.ON shareholders

After the spin-off has taken effect, all shareholders of E.ON SE will continue to participate in E.ON SE in the same extent as before and, consequently, in the remaining business activities of the E.ON Group. The number of shares issued by E.ON SE will not change as a result of the spin-off. The rights of the E.ON shareholder will not be affected by the spin-off, either. The shareholder structure of E.ON SE will not be directly affected by the spin-off of the activities of the Uniper Group.

As consideration for the transfer of the Spin-off Assets all shareholders of E.ON SE will receive, in the course of the spin-off, shares of Uniper SE in line with the share allocation ratio on a *pro rata* basis. As regards the part to be spun off, they will consequently hold a direct stake in Uniper SE, and no longer only an indirect stake held through their E.ON SE interest (see section 5.3.2 "Shareholder structure").

5 The Uniper Group after the spin-off has taken effect

5.1 Business operations of the Uniper Group after the spin-off has taken effect

5.1.1 Overview

Once the spin-off takes effect, the Uniper Group will become a legally and economically independent group in the energy sector.

Uniper SE will become the ultimate parent company of the Uniper Group, which will be one of the important players in the areas of conventional energy generation and energy trading in Germany, Europe and Russia, with a generating capacity of approx. 40 GW in the 2015 financial year (according to the Uniper Group's participation quota in the power plants) and adjusted EBIT of about EUR 801m (2014: EUR 826m, 2013: EUR 1,048m) and revenues of EUR 92,115m in the 2015 financial year (2014: EUR 88,225m, 2013: EUR 94,750m). The Uniper Group will principally operate in the areas of electricity generation and electricity, gas, coal, freight, liquefied natural gas and oil trading, in gas storage facilities and in the course of participations in gas infrastructure. In addition, it will also trade carbon allowances. Its customers will be wholesale and business customers in the first instance, which also include, among others, network operators, municipal utilities and other energy distribution companies.

5.1.2 Segments of the Uniper Group

The Uniper Group will be organised into three operating segments and the Administration/Consolidation segment. The three operating segments include the European Generation, Global Commodities and International Electricity Generation business areas. In addition, the fully integrated corporate management and corporate functions are combined under the “Administration/Consolidation” segment.

The following table gives a schematic overview of the segments and activities of the Uniper Group:

Uniper Group				
	Segments			
	European Generation	Global Commodities	International Electricity Generation	Administration/Consolidation
Activities	<ul style="list-style-type: none"> • Hydro power • Nuclear power (Sweden) • Fossil Generation • Other 	<ul style="list-style-type: none"> • Electricity • Gas • Yuzhno Russkoye Gas Field • Coal & Freight/Liquefied Natural Gas/Oil 	<ul style="list-style-type: none"> • Russia • Brazil 	

Based on adjusted EBIT, the Uniper Group’s operating business will focus on Germany, Russia and Sweden. Furthermore, the Uniper Group is active in particular in Great Britain, France and the Benelux countries as well as in the USA.

The operating activities’ future focus will also depend on whether and to what extent the Uniper Group implements any measures for portfolio optimisation. The Uniper Group intends to continue to meet the increasing challenges of the market environment resulting from the development of the electricity and primary energy prices and their impact on the future profitability of the Uniper Group. For this purpose, group-wide optimisation programmes will be implemented, among others. Corresponding measures are being examined comprehensively at present, with the aim to complete such measures by 2018. The measures will probably encompass three components, namely cost reductions, the analysis of capital expenditure and the further optimisation of current assets. In addition, the Uniper Group intends to make portfolio sales worth at least EUR 2bn for debt repayment purposes. The criteria applicable to a portfolio sale are limited overlaps and synergies with the remaining portfolio and the reduction of cluster risks in the overall portfolio. In total, these measures will lead to a reduction in the number of employees of the Uniper Group.

- (i) European Generation segment
 - (a) Overview

The European Generation segment includes the Uniper Group's various electricity and heat generation facilities in Europe. In addition to conventional power plants (hydro, coal, gas and oil power plants as well as combined-cycle gas turbines), it also includes nuclear power plants in Sweden and one biomass plant in France. The majority of the energy generated is sold within the Group by the European Generation segment to the Global Commodities segment which ensures the marketing and sale of energy through the trading markets as well as to wholesale customers through its own sales structure.

The European Generation segment is divided into the activities Hydro Power, Nuclear Power (Sweden), Fossil Generation and Other. The Fossil Generation activity includes the Gas and Steam and Coal sub-activities.

In total, the Uniper Group operates approx. 300 hydro, coal, gas and nuclear power plants as well as biomass plants (including minority stakes and unconsolidated assets) with a total generating capacity of more than 30 GW (according to the Uniper Group's participation quota in the power plants), the electricity generation attributable to the Uniper Group being 83.9 TWh in the 2015 financial year.

(b) Hydro Power activity

The Hydro Power activity within the European Generation segment comprises the hydro power plants operated in Germany and Sweden. The activity includes approx. 200 hydro power plants in Germany and Sweden. For the purpose of generating energy, either run-of-the-river hydro power plants, storage power plants or pumped storage power plants are used, according to the relevant topographical conditions. Hydro Power is managed from Germany and is geographically divided into the sub-activities Germany and Sweden.

(c) Nuclear Power (Sweden) activity

The Nuclear Power (Sweden) activity includes the nuclear-based energy generation activities of the Uniper Group. These activities are carried out exclusively in Sweden, where the Uniper Group currently operates three boiling-water reactors in Oskarshamn, differing in age and generating capacity. In addition, the Uniper Group holds minority stakes in seven other reactor units of nuclear power plants in Ringhals and Forsmark in Sweden, which are operated by other energy suppliers, and ownership in one nuclear power plant in Barsebäck, which has already been shut down.

The total capacity of the reactor units operated by the Uniper Group in Sweden was approx. 2.9 GW as at 31 December 2015 (according to the Uniper Group's participation quota in the power plants), about 12.2 TWh of electricity attributable to the Uniper Group were generated in the 2015 financial year (2014: 12.3 TWh; 2013: 11.7 TWh).

Partly as a consequence of declining electricity prices and the nuclear fuel tax in Sweden, the Uniper Group does not currently intend to commission further nuclear power plants or increase stakes in such plants. After the Barsebäck nuclear power plant was shut down in 2005, it was decided in late 2015 and early 2016 to shut down two of the three reactor units still in operation in Oskarshamn. While one of these reactor units has already been shut down and is in the post-operational phase, the remaining reactor unit is expected to reach the post-operational phase from June 2017. It is currently intended that the third reactor unit continue operating until approximately 2045. Furthermore, two more reactor units in which the Uniper Group holds minority stakes in the Ringhals facility in Sweden are expected to be shut down by 2020.

In addition to operating the nuclear power plants, the Nuclear Power (Sweden) activity within the European Generation segment is also responsible for the necessary planning and organisation of the disposal of spent fuel rods and residual radioactive materials as well as decommissioning waste.

(d) Fossil Generation activity

All types of energy generation based on fossil fuels are included in the Uniper Group's Fossil Generation activity within the European Generation segment. The activity is divided into the two sub-activities Gas and Steam and Coal.

(I) Gas and Steam

The Uniper Group's Gas and Steam sub-activity comprises the energy generation activities by means of combined-cycle gas turbines and gas turbine plants.

The Gas and Steam sub-activity generates energy in seven European countries, in particular Germany, Great Britain, Sweden, France and the Benelux countries, and is responsible for approx. 50 power plants. The power plants included in the Gas and Steam sub-activity have a total capacity of about 11.1 GW (according to the Uniper Group's participation quota in the power plants).

(II) Coal

The Coal sub-activity within the Uniper Group's European Generation segment comprises the energy generation activities by means of hard coal- or lignite-fired steam power plants.

The power plants of the Coal sub-activity include approx. 40 coal power plants in 19 locations. In addition, the Coal sub-activity also includes some solar and wind power plants in France for historical reasons, as well as the distribution of electricity, gas and services to customers in France and the Benelux countries.

Partly as a consequence of low wholesale prices for electricity and of overcapacities leading to lower capacity utilisation, the Uniper Group currently does not intend to construct any new coal power plants in Europe other than the hard-coal-fired power plant Datteln 4, which is currently under construction.

(e) Other activity

All energy generation activities by means of oil- or biomass-fired steam power plants are included in the Uniper Group's Other activity within the European Generation segment. Furthermore, various service companies are included in this activity. The activity is divided into the two sub-activities Oil and Biomass as well as (Third-Party) Services.

(I) Oil and Biomass

The Oil and Biomass sub-activity operates two oil-fired power plants and one biomass-fired power plant. A biomass power plant in France is currently being constructed and another one is being decommissioned.

(II) (Third-Party) Services

Various service companies are concentrated in the (Third-Party) Services sub-activity. They include, in particular, Uniper Engineering GmbH, which provides multidisciplinary engineering support and consultancy services throughout the entire life cycle from the planning to the operation and maintenance as well as the shutdown of energy systems within the Uniper Group and to external customers.

(ii) Global Commodities segment

(a) Overview

The Global Commodities segment is the Uniper Group's second major field of activity. The segment mainly comprises all gas-related trading, transport and storage activities, in particular, procurement of gas, optimisation of the gas portfolio, wholesale marketing and trading activities, operation of gas storage facilities, the stakes in gas pipelines as well as gas sales to wholesale customers. Furthermore, it comprises all activities of the Uniper Group in connection with its stake in the Siberian Yuzhno Russkoye gas field in Russia. In addition, the Global Commodities segment is principally responsible for marketing and selling energy (electricity and gas), which was generated by the units of the European Generation segment or purchased from third parties in Europe, through the energy markets and through its own sales structure to wholesale customers. In addition, the segment focuses on procuring the fuels required for the power generation by power plants operated by the European Generation segment, optimising power plant dispatch and the energy portfolio. The Global Commodities segment is divided into the four

activities Electricity, Gas, Yuzhno Russkoye Gas Field and Coal & Freight/Liquefied Natural Gas/Oil.

(b) Electricity activity

With regard to electricity generation, Uniper SE has concentrated optimisation of the power plant dispatch and the electricity portfolio, electricity trading (including carbon allowances trading) and the sale of electricity through Uniper Group's sales company, Uniper Energy Sales GmbH, in the Electricity activity within the Global Commodities segment. In addition, the Electricity activity includes the USA business.

The Electricity activity is primarily responsible for the Uniper Group's power plant dispatch planning and management for all its power plants in Europe in order to dispatch the power plants operated as efficiently as possible. Power plants outside Europe are managed by the International Electricity Generation segment. The Electricity activity within the Global Commodities segment decides on the basis of the prevailing market conditions, *inter alia*, taking into account electricity prices and power plant availability, when, to what extent and for which market segment (electricity spot market or electricity balancing market or intra-day market) the available power plants will generate electricity.

The Electricity activity within the Global Commodities segment is also the Uniper Group's market access to the European energy trading markets and is responsible for all of the Uniper Group's trading activities regarding physical and financial products for electricity and carbon allowances in the energy markets. It is responsible for selling the majority of the electricity generated or purchased by the Uniper Group. In addition to the Uniper Group's electricity sold in the energy markets by means of electricity trading, certain quantities of electricity generated or purchased by the Uniper Group are sold to wholesale customers, e.g. municipal utilities, and industrial customers through the Group's own sales entity, Uniper Energy Sales GmbH. The latter is responsible for the Uniper Group's sales and (sales) marketing. In addition, the Electricity activity within the Global Commodities segment offers its customers services in the fields of consulting, service and the electricity industry.

The Electricity activity also includes the Uniper Group's USA business. It combines physical and financial electricity trading as well as physical and financial gas trading. This includes the booking of gas storage facilities and proprietary trading to generate margins.

(c) Gas activity

Essentially all gas-related trading, transport and storage activities of the Uniper Group are included in the Gas activity within the Global Commodities segment. These activities include, in particular, procuring gas, optimising the gas portfolio, wholesale marketing and trading activities, operating gas storage facilities, the stakes in gas

pipelines as well as gas sales to wholesale customers. They do not include the Uniper Group's activities concerning liquefied natural gas (LNG), which are allocated to the Coal & Freight/Liquefied Natural Gas/Oil activity within the Global Commodities segment.

Gas is procured on the basis of various long-term contracts with gas producers. The portfolio is optimised through various measures within the context of procurement. In addition, cross-functional responsibility for all of the Uniper Group's trading activities concerning physical and financial gas products lies with the Gas activity, which is also responsible for trading on- and off-exchange.

The operation of gas storage facilities by Uniper Energy Storage GmbH is also allocated to the Gas activity within the Global Commodities segment. Its activities include technical and commercial development, constructing and operating underground storage facilities, marketing capacities, services and products in the European gas storage market as well as developing new storage technologies. Uniper Energy Storage GmbH currently owns and operates gas storage facilities in Germany, Austria and Great Britain.

In addition, the Gas activity includes the existing stakes of Uniper Global Commodities SE in gas infrastructures. These stakes are mostly stakes in gas pipelines.

The Gas activity within the Global Commodities segment is also responsible for selling gas purchased by the Uniper Group. In addition to the gas sold in the energy markets by means of gas trading, certain quantities of gas purchased by the Uniper Group are sold to wholesale customers, e.g. municipal utilities, regional gas suppliers, industrial customers and power plants in Germany and abroad through the Group's own sales entity, Uniper Energy Sales GmbH.

The gas sold by Uniper Energy Sales GmbH through the Gas activity in the 2015 financial year amounted to approx. 294 TWh (2014: 316 TWh, 2013: 443 TWh).

(d) Yuzhno Russkoye Gas Field activity

All activities of the Uniper Group related to its stake in the Siberian Yuzhno Russkoye gas field in Russia are concentrated in the Yuzhno Russkoye Gas Field activity within the Global Commodities segment.

Uniper SE holds its stake in the Yuzhno Russkoye gas field in the form of a stake of nearly 25% in the Uniper Group's operating company OAO Severneftegazprom. The latter is the holder of an exploration and production licence for the gas in the Yuzhno Russkoye gas field and its operator.

Through its participation in votings of the shareholders and various committees, Uniper Group has rights to be involved in essential technical and economic decisions regarding the Yuzhno Russkoye gas field, e.g. decisions regarding the business plan, capital

expenditure and the production volume. The Uniper Group's stake of nearly 25% in the gas production is sold within the group to the joint stock company (JSC) Gazprom YRGM Development, which is a trader acting as an intermediary. This trader is a fully consolidated entity of the Uniper Group.

The participation was acquired under the contractual assumption that the gas field has so-called 2P gas reserves in the amount of 610bn m³. The Uniper Group entered into an agreement with Gazprom, which holds a majority stake in the gas field; that stipulates that compensation payments will be made between the Uniper Group and Gazprom if there are any deviations between the assumed and the actual volume of the gas reserves in Yushno Russkoye. It is intended to identify the actual volume of the gas reserves in Yushno Russkoye in 2023. Depending on whether the so-called 2P gas reserves identified there are smaller or larger than those assumed under the agreement in the amount of 610bn m³, either the Uniper Group might be obliged to make compensation payments to Gazprom, or Gazprom might be obliged to make compensation payments to the Uniper Group.

(e) Coal & Freight/Liquefied Natural Gas/Oil activity

The trading activities of the Uniper Group with regard to coal and freight, liquefied natural gas and oil are concentrated in the Coal & Freight/Liquefied Natural Gas/Oil activity, which is also part of the Global Commodities segment. It is divided into the sub-activities Coal & Freight, Liquefied Natural Gas and Oil.

The Coal & Freight sub-activity includes the global coal and sea freight logistics business operated by the Uniper Group. By offering products and services across the entire supply chain from procurement at the mine to delivery to the power plant, Coal & Freight is able to procure, store, mix, transport and trade coal on a global scale.

The Liquefied Natural Gas sub-activity includes the Uniper Group's global business related to importing and trading liquefied natural gas (LNG) and the conversion from liquefied natural gas to natural gas (regasification) required for the transport in pipelines.

The Oil sub-activity comprises two wholly owned subsidiaries of the Uniper Group in the United Arab Emirates, the business purpose of which is to supply fuel for maritime transport ships.

(iii) International Electricity Generation segment

The Uniper Group's business activities in Russia and Brazil are concentrated in the International Electricity Generation segment. The segment is divided into the two activities Russia and Brazil for this purpose. Furthermore, the regional units are the sole point of contact in their respective countries for all relevant stakeholders, e.g. policymakers, government agencies, associations and the media.

(a) Russia

The Russia activity includes the electricity generation business in Russia, one of Uniper SE's focus regions, which was not integrated into the European Generation segment due to its geographical location and market circumstances. As regards the activities carried out, there are no connections with the European Generation or Global Commodities segments because there is no connection between the markets in Russia and the other markets in which the Uniper Group operates and because there are also no synergy effects obtained through central optimisation.

The Russia activity carries out any activity related to electricity generation in Russia through OAO E.ON Russia, a stock corporation under Russian law of which the Uniper Group holds 83.7% of the shares. These activities include, among others, procuring the energy sources required in the power plants, operating and controlling the power plants as well as trading and selling the generated energy.

Through its subsidiary OAO E.ON Russia, the Russia activity within the International Electricity Generation segment operates, among others, power plants in five locations with a total capacity attributable to the Uniper Group of 9 GW so far. With the exception of one lignite-fired power plant, gas is the fuel used to generate electricity. The electricity generated by power plants forming part of the International Generation activity in Russia in the 2015 financial year which is attributable to the Uniper Group was approx. 52 TWh (2014: 56 TWh, 2013: 61 TWh).

Two goods are traded in the Russian electricity market: firstly, the electricity generated (electricity market in the narrower sense of the term) and, secondly, the provision of electricity generation capacity (so-called capacity market). Through the International Electricity Generation-Russia activity, the Uniper Group participates both in the electricity market in the narrower sense of the term and in the capacity market.

(b) Brazil

The Brazil activity consists of a 12.25% stake held by the Uniper Group in the energy supplier ENEVA S.A. in Brazil (as at 31 December 2015), which is currently under creditor protection proceedings. ENEVA S.A. principally acts in Brazil in the field of electricity generation from coal and gas. In addition, ENEVA S.A. and Uniper SE jointly operate a coal-fired power plant in Brazil (Pecém II), in which each company holds (indirectly) 50%.

As a consequence of external market factors, increasing financing difficulties and delayed commissioning of power plants resulting in the regulatory obligation to purchase electricity expensively in the market, ENEVA S.A. filed an application for creditor protection proceedings with the competent Brazilian authorities in early December 2014. The proceedings have reached their final stage. In

late March 2016, ENEVA S.A. disclosed information to the capital market, according to which it had entered into agreements with the Brazilian investment fund Cambuhy and OGX Petroleo e Gas S.A. regarding the acquisition of their stake in Parnaiba Gas Natural S.A. Such acquisition is intended to be effected in the form of a contribution of this stake as part of a capital increase of ENEVA S.A. As a result, the Uniper Group's stake in ENEVA S.A. will be reduced, unless it participates in the planned capital increase.

(iv) Administration/Consolidation

Under the "Administration/Consolidation" segment the Uniper Group has essentially combined the Group Management and the corporate functions, which are fully integrated. The consolidations to be made at group level and subsidiaries which support the Uniper Group's segments are also included thereunder.

(a) Group Management

The main task of Group Management is the corporate management and the functional and integrated co-ordination of the central corporate functions. Group Management combines, among others, the cross-functional administrative functions such as audit, procurement, legal, risk management and insurance as well as certain financial services and HR functions. Furthermore, Group Management includes accounting, information technology and certain HR functions carried out by E.ON Business Services GmbH, a wholly owned subsidiary of E.ON SE (see section 8.2 "*Information technology, human resources and financial services*").

(b) E.ON Perspekt GmbH and Energie-Pensions-Management GmbH

E.ON Perspekt GmbH is operated as a joint venture between E.ON Beteiligungen GmbH, a subsidiary of E.ON SE, and Uniper Holding GmbH, a subsidiary of Uniper SE. E.ON Beteiligungen GmbH holds a 70% shareholding, and Uniper Holding GmbH a 30% shareholding, in E.ON Perspekt GmbH. The latter was incorporated based on collective bargaining agreements and a group shop agreement concluded on that basis and shall assist employees of the E.ON Group and the Uniper Group who are affected by the personnel adjustment measures specified in the above agreements (or as amended from time to time) in finding new permanent employment inside or outside the E.ON Group or the Uniper Group with the help of job placement measures.

Energie-Pensions-Management GmbH is responsible for the pensions' management of both the E.ON Group and the Uniper Group. E.ON Beteiligungen GmbH, a subsidiary of E.ON SE, holds a 70% shareholding, and Uniper Holding GmbH, a subsidiary of Uniper SE, holds a 30% shareholding, in Energie-Pensions-Management GmbH.

(c) Uniper Market Solutions GmbH

Through Uniper Market Solutions GmbH within the Administration/Consolidation business segment the Uniper Group offers comprehensive consulting services and other services to energy distribution companies and large industrial companies all over Europe, such as providing day-to-day investment advice based on discretionary portfolio management and arranging trades concerning their electricity portfolio.

5.2 Assets, financial position and results of operations of the Uniper Group and Uniper SE after the spin-off has taken effect

As a consequence of the separation and subsequent spin-off of the Uniper Group it will continue the business activities relating to the conventional energy world of the E.ON Group in the new European Generation, Global Commodities and International Electricity Generation segments independently in future. Once the spin-off has taken effect, Uniper SE will hold directly 46.65%, and through its then wholly owned subsidiary, Uniper Beteiligungs GmbH, 53.35% of the shares in Uniper Holding GmbH. All of the operating business activities of the future Uniper Group will be combined under Uniper Holding GmbH.

There will be domination and profit and loss transfer agreements in place between Uniper SE and its material direct and indirect German subsidiaries with effect from 1 January 2016 at the latest. Consequently, from the date on which the spin-off takes effect, Uniper SE will not only be, from a corporate law perspective, the dominating company of the future Uniper Group but also, from a tax law perspective, the Uniper tax group's controlling entity.

5.2.1 Uniper Group

The spin-off will essentially have the following effects:

Upon the spin-off and the deconsolidation taking effect, Uniper SE and its subsidiaries will form an independent group, in which E.ON SE – indirectly through E.ON Beteiligungen GmbH – will hold a 46.65% stake. E.ON SE and Uniper SE intend to enter into a Deconsolidation Agreement after the spin-off has taken effect, which will contain provisions regarding E.ON SE's abstention from exercising voting rights in the election of members of Uniper SE's supervisory board at Uniper SE's general meeting (see section 8.1.2 "*Deconsolidation Agreement between E.ON SE and Uniper SE*"). Upon the implementation of the Deconsolidation Agreement, a deconsolidation of the Uniper Group will be achieved. Pursuant to section 315a of the German Commercial Code, Uniper SE will have to prepare consolidated financial statements for the Uniper Group in accordance with IFRS from the date of listing.

Leaving the E.ON Group will impact on the Uniper Group in the following areas:

(i) Financing

Prior to initiating the process of its independence, the Uniper Group was integrated into the E.ON Group's financial management. As a result of the spin-off, it will become financially independent. Therefore, the future financing options and costs will depend exclusively on Uniper SE's and the Uniper Group's own credit worthiness.

It is Uniper SE's objective to be awarded an investment-grade credit rating by one of the major rating agencies. Depending on the credit rating, the refinancing conditions applicable to the entire Uniper Group may change, with the result that its refinancing costs may be higher than they were when it was a member of the E.ON Group.

The same holds true for the creation of security and the related conditions and costs in the future. It may become necessary, due to a changed credit rating of Uniper SE and thus, indirectly, of the Uniper Group as well, to provide security of a higher amount, and the resulting costs may be higher than they were when security was provided by E.ON SE or the financial institutions instructed by the latter.

(ii) Personnel expenses

From the date of the separation of the E.ON Group and the Uniper Group, it will be necessary to build or develop various divisions and units of the Uniper Group. This cannot be achieved by simply re-allocating respective personnel from the E.ON Group to the Uniper Group, but also requires the recruitment of new personnel. Therefore, it will not be possible to use economies of scale when deploying personnel to the same extent as before. This will mainly affect Group Management, which operates from Uniper SE and is responsible for the corporate management and the functional and integrated co-ordination of central corporate functions, such as accounting, controlling, taxes and procurement. However, the Uniper Group intends to reduce the additional personnel expenses incurring as a result of the spin-off by using appropriate measures, e.g. by efficiency gains.

(iii) Information technology

As regards the area information technology, the Uniper Group will also incur additional expenses after the spin-off. The spin-off will require the services previously existing within the E.ON Group to be split and for them to be provided to the Uniper Group independently. As a result, the Uniper Group will incur costs mainly associated with changes in information technology, in particular costs of extending the scope of existing software licences or acquiring new ones, respectively, and of software support, among others. For the purpose of implementing measures and adjusting the relevant agreements, importance was attached to achieving an implementation that was as cost-neutral as possible, and it is also intended to reduce any operational expenditure to be incurred in the future by taking appropriate countermeasures.

(iv) Insurance

In the past, the business activities of the Uniper Group were included in the global corporate insurance cover of the E.ON Group. The insurance cover of the two groups will be separated as part of the spin-off and the Uniper Group will receive independent insurance cover. As a consequence of insurance cover being purchased separately, the Uniper Group will incur additional costs because it will no longer be possible to use economies of scale and insurance limits will have to be purchased twice in some cases.

(v) Decrease in portfolio effects

The procurement and marketing unit responsible for wholesale customers, previously a part of the E.ON Group, will be transferred to the Uniper Group as part of the spin-off. The business of marketing electricity, gas and district heat to private customers and small and mid-size business customers will be continued by the E.ON Group. Compared to the portfolio managed previously by the E.ON Group, the sales portfolio attributable to the Uniper Group will be smaller, with the result that a corresponding reduction of the procurement activities is to be expected. The portfolios' reduction will be accompanied by fewer opportunities to use portfolio effects, i.e. the compensation for potential disadvantages in one area with advantages in another. Therefore, it is generally to be expected that transaction costs will increase and that any scope for optimisation might be reduced.

(vi) Capital expenditure

As regards the capital expenditure to be made by the Uniper Group, there will be no significant effects as a result of the spin-off. Due to the realignment associated with the spin-off, an immaterial amount of capital expenditure will be required in some areas.

The spin-off's accounting effects on the Uniper Group are described in section 4.1 "*Accounting effects of the spin-off*". For further information regarding the tax effects of the spin-off, see section 4.2 "*Tax effects of the spin-off*".

5.2.2 Uniper SE

Uniper SE is the acquiring entity in respect of Uniper Beteiligungs GmbH, which is to be spun off from E.ON SE and which, in turn, holds 53.35% of the shares in Uniper Holding GmbH. The operating business activities of the Uniper Group will be combined under Uniper Holding GmbH. Uniper SE already holds directly 46.65% of the shares in Uniper Holding GmbH, so that once the spin-off has been completed it will hold, directly and indirectly, all of the shares in Uniper Holding GmbH, and thus the Uniper Group's operating business activities. For the purposes of the spin-off, Uniper SE will increase its share capital, in order to issue new shares for the shareholders of E.ON SE.

Given its status as the Uniper Group's listed ultimate parent company, Uniper SE will perform numerous functions, in particular relating to the external presentation of the Uniper Group, and will pay the related costs, unless these are paid by its subsidiaries by way of intra-group cost allocation. Such costs will include in particular any costs incurred in connection with the listing, any related costs of financial reporting, fulfilment of statutory publication requirements, investor relations, but also costs of the other group-wide support functions, such as audit, procurement, information technology, HR, financial services, legal, risk management and insurance.

From the date on which the spin-off takes effect, Uniper SE, in addition to managing the Uniper Group, will also be the central hub responsible for ensuring its financing. Upon the implementation of the spin-off, the Uniper Group will raise the funding it requires, in essence, by drawing down on a syndicated bank financing. It will redeem the items of security provided by the E.ON Group or the

financial institutions instructed by the latter. For the purpose of adjusting the Uniper Group's capital structure, E.ON SE and E.ON Beteiligungen GmbH, a wholly owned subsidiary of E.ON SE, paid a total amount of EUR 272m to the equity of Uniper SE and Uniper Beteiligungs GmbH, which paid this amount into the additional paid-in capital of Uniper Holding GmbH according to their respective ownership structures (see section 3.2.3 "*Measures regarding the financing of the Uniper Group*").

The accounting effects of the spin-off on Uniper SE are described in section 4.1 "*Accounting effects of the spin-off*".

There was a domination and profit and loss transfer agreement in place between E.ON Beteiligungen GmbH, a 100% subsidiary of E.ON SE, and Uniper SE. Such agreement was terminated with effect as of 31 December 2015. As a consequence, E.ON SE's contractual authority to give instructions, Uniper SE's obligation to transfer profit/loss, its right to be compensated for any loss and its membership in the E.ON Group's tax group were each cancelled. Therefore, when the spin-off takes effect, Uniper SE and its subsidiaries, will cease to be required to make any indirect or direct profit/loss transfers to E.ON SE. In turn, their right to be compensated by E.ON SE for any loss ceases to exist.

Prior to the spin-off taking effect, the transferred profits will flow to Uniper SE (being the ultimate parent company of the future Uniper Group) under the domination and profit and loss transfer agreements entered into with its subsidiaries or, as the case may be, Uniper SE will have to compensate any losses incurred by its subsidiaries.

5.3 Legal structure of Uniper SE and the Uniper Group after the spin-off has taken effect

5.3.1 General corporate information

Immediately after the spin-off takes effect, Uniper SE's share capital will amount to EUR 622,132,000.00 and will be divided into 365,960,000 registered no-par-value shares (*auf den Namen lautende Stückaktien*) with a notional share in the share capital of EUR 1.70 per share.

The spin-off of the Uniper Group will not directly affect the legal structure of Uniper SE and its articles of association (with the exception of the capital increase to be implemented in the course of the spin-off). In addition, the spin-off will not affect the provisions regarding the number of members of Uniper SE's board of management, their appointment or removal nor the provisions regarding representation (in this connection and with regard to the members of the board of management, see section 2.5.5 "*Board of management*"). Furthermore, the spin-off will also not affect the provisions regarding the number of members of Uniper SE's supervisory board, the election process or the composition of the supervisory board (in this connection and with regard to the members of the supervisory board, see section 2.5.6 "*Supervisory board*").

Aside from the fact that, as a result of the spin-off, Uniper SE will become the sole holding company of the Uniper Group, the group structure of the Uniper Group resulting from the spin-off will not change. However, the shareholder structure of Uniper SE will change.

5.3.2 Shareholder structure

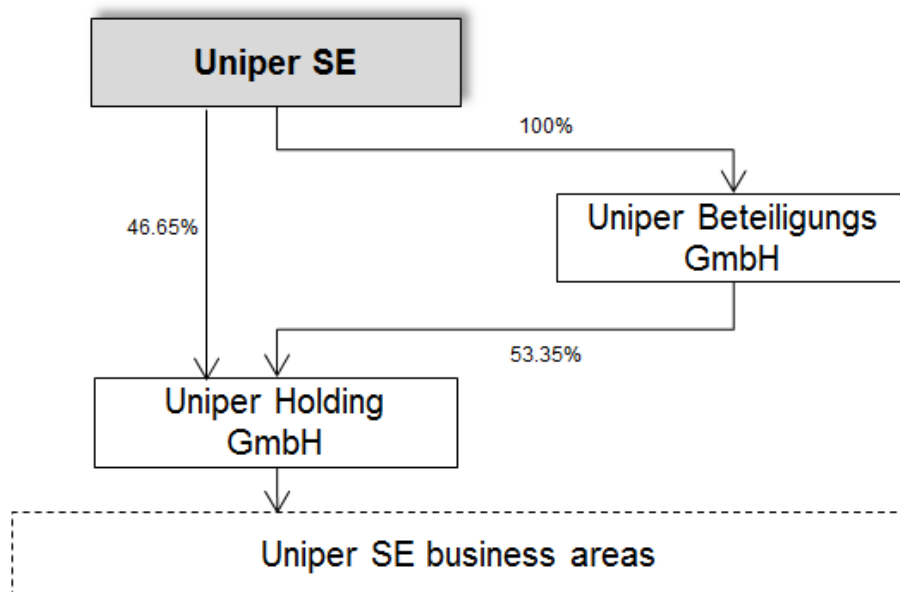
Immediately after the spin-off has taken effect, E.ON SE will be the largest individual shareholder in Uniper SE with a shareholding of 46.65%. The other shares in Uniper SE will be held by the shareholders of E.ON SE proportionately according to their shareholdings in E.ON SE at the time the spin-off takes effect, with treasury shares of E.ON SE not being taken into account. The shareholder structure in relation to E.ON SE at the time of the spin-off will therefore be reflected in the 53.35% share in Uniper SE's share capital granted to E.ON shareholders as a result of the spin-off.

In relation to the entire share capital of Uniper SE, the indirect stake of E.ON SE will reduce the shareholding ratio of the individual E.ON shareholders in Uniper SE. This may have the effect that E.ON shareholders whose shareholding ratio (as held by each E.ON shareholder individually or jointly with other E.ON shareholders) grants them certain shareholder rights in E.ON SE (e.g. the right to demand that a shareholders' meeting be called or that items be added to the agenda, section 122 para. 1 sentence 1 and para. 2 sentence 1 of the German Stock Corporation Act, request for the appointment of a special auditor, section 142 para. 2 sentence 1 of the German Stock Corporation Act) will have no corresponding rights in Uniper SE. Taking into account the indirect 46.65% stake of E.ON SE in Uniper SE and based on the voting right announcements under the German Securities Trading Act (*Wertpapierhandelsgesetz – WpHG*) received at E.ON SE when this report was prepared, BlackRock, Inc., Wilmington, USA together with its subsidiaries' voting rights attributed to it pursuant to the German Securities Trading Act will exceed the voting right threshold of 3% at Uniper SE when the spin-off takes effect.

5.3.3 Structure of the group

Upon the spin-off taking effect, the Uniper Group will have a holding structure in which Uniper SE will be the sole ultimate parent company of the Uniper Group. Uniper SE will directly hold 46.65% of the shares in Uniper Holding GmbH and the remaining 53.35% through its then wholly owned subsidiary Uniper Beteiligungs GmbH.

The following graph illustrates the structure of the Uniper Group.



5.3.4 Uniper SE's articles of association

The articles of association of Uniper SE as applicable following the spin-off taking effect are attached as annex 13.1 to the Spin-off and Transfer Agreement. These include the amendments to the articles of association which were resolved by E.ON Beteiligungen GmbH before the spin-off in respect of the purpose of the company and the registered share capital (for the previous purpose of the company, see section 2.5.2 "*Company's purpose of Uniper SE*" and for the previous share capital see section 2.2.2 "*Share capital and shares*").

Article 1 of Uniper SE's articles of association sets out general provisions, e.g. the registered office and the financial year of Uniper SE. In terms of content, these are usual provisions for this type of document.

Article 2 contains a description of the purpose of Uniper SE. This consists of the provision with energy (primarily electricity and gas). The business activities may encompass the production and exploitation, transmission and transport, acquisition, distribution and trading with energy. Facilities of all kinds may be built, acquired and operated, and services and cooperations of all kinds may be performed.

Article 3 provides information regarding the registered share capital and shares. The registered share capital amounts to EUR 622,132,000 and is divided into 365,960,000 (registered) no-par-value shares. The shares are registered shares. For details regarding the authorised capital and the conditional capital, see section 5.3.5 "*Authorised capital; conditional capital; authorisations to issue convertible/option bonds and to acquire and use treasury shares*" below.

Article 4 includes provisions relating to the share certificates. It includes a provision, which is typical of this type of document in the case of a listed company, that the shareholders' right to have their shares and coupons securitized is excluded, unless securitization is required under the rules applicable at a stock exchange where the shares are admitted. In addition, it stipulates the entitlement of Uniper SE to issue global share certificates.

Article 5 contains a list of the corporate bodies of Uniper SE (board of management, supervisory board and general meeting of shareholders).

Article 6 and article 7 contain provisions relating to the board of management which are typical of this type of document in the case of German listed companies. The provisions of article 6 stipulate that the board of management consists of at least two members and that the supervisory board be responsible for determining the number of members of the board of management and for appointing and removing such members. The provisions of article 7 stipulate that Uniper SE be legally represented by two members of the board of management or by one member of the board of management and a holder of a statutory power of attorney (*Prokurist*).

Articles 8 to 15 contain provisions relating to the supervisory board of Uniper SE. Article 8 contains details on the composition of Uniper SE's supervisory board and the election of its members, among others. According to the relevant provisions, Uniper SE's supervisory board consists of twelve members. Six of these members, who are shareholder representatives, are elected by the general meeting. Further

six members, who are employee representatives, are appointed by Uniper SE's SE Works Council according to the Uniper Involvement Agreement entered into in accordance with the provisions of the German SE Participation Act. Article 10 contains a catalogue of transactions or measures requiring approval in relation to which the board of management will require the supervisory board's approval (e.g. fixing investment, finance and personnel plans of the group for the following financial year (budget) or concluding, amending, and terminating affiliation agreements (*Unternehmensverträge*)). The provisions of article 15 stipulate that the members of the supervisory board receive remuneration for their function as determined by the general meeting as well as an attendance fee for attending the meetings of the supervisory board and the supervisory board committees in an amount also determined by the general meeting. It is intended for the general meeting resolving on the discharge in respect of the 2016 financial year to determine remuneration in line with market standards and the attendance fee payable to the first supervisory board currently in office; it is further intended to propose to the shareholders at that general meeting to include a provision on remuneration in line with market standards in Uniper SE's articles of association.

The provisions of articles 16 to 21 include provisions relating to the company's general meeting, which comprise provisions regarding the place where the general meeting is held (article 17, e.g. at the place where the company has its registered office), the conditions of attendance at such meeting (article 18), the holding and chairing of a general meeting (article 19), the exercise of voting rights at the general meeting (article 20) and the adoption of resolutions and the majorities required (article 21).

Article 22 contains provisions relating to the financial statements and the appropriation of profits. Article 23 provides for notifications and the transmission of information to the shareholders of Uniper SE. Article 24 contains concluding provisions relating to the payment of the costs incurred in relation to the performed conversion into a *Societas Europaea*. These provisions are typical of this type of document.

5.3.5 Authorised capital; conditional capital; authorisations to issue convertible/option bonds and to acquire and use treasury shares

Prior to the spin-off taking effect, E.ON Beteiligungen GmbH, which is currently the sole shareholder of Uniper SE, will resolve on an authorised capital (article 3 para. 5 of Uniper SE's future articles of association), a conditional capital (article 3 para. 4 of Uniper SE's future articles of association), an authorisation to acquire and use treasury shares (see Annex 13.2 to the Spin-off and Transfer Agreement) as well as an authorisation to issue convertible/option bonds (see Annex 13.3 to the Spin-off and Transfer Agreement), which are outlined as follows:

(i) Authorised capital

The board of management, with the approval of the supervisory board, will be authorised to increase until 30 June 2021, the share capital of the company by up to EUR 145,112,289 by the issuance, one or several times, of up to 85,360,170 new registered no-par-value shares against cash and/or non-cash contributions (2016 Authorised Capital). This corresponds

to nearly 25% of Uniper SE's increased share capital subsequent to the spin-off taking effect.

The provision in the articles of association stipulates that the board of management may, subject to the approval of the supervisory board, generally exclude the subscription right to be granted to the shareholders.

The shareholders' subscription right may be so excluded if shares are issued against cash contributions in an amount of up to 10% of the share capital at the time this authorisation takes effect or, should this value be lower, at the time of the utilisation of this authorisation, provided that the issue price of the new shares does not fall significantly below the stock market quotation (section 186 para. 3 sentence 4 of the German Stock Corporation Act). At the time the authorisation takes effect, 10% of the share capital will correspond to an amount of EUR 62,213,200.00.

Furthermore, the shareholders' subscription right may be excluded if shares are issued against non-cash contributions, however, only to the extent that the aggregate amount of shares issued under this authorisation against non-cash contributions under exclusion of the shareholders' subscription right does not exceed 20% of the share capital at the time this authorisation takes effect or, should this value be lower, at the time of the utilisation of this authorisation. At the time this authorisation takes effect, 20% of the share capital will correspond to an amount of EUR 124,426,400.00.

In addition, the shareholders' subscription right may be excluded in respect of any fractional amounts and in cases where shares are issued to persons in an employment relationship with the company or one of its affiliated companies.

(ii) Conditional capital

Furthermore, pursuant to the future articles of association of Uniper SE, the share capital will be conditionally increased by an amount of up to EUR 145,112,289.00 by issuing up to 85,360,170 registered no-par-value shares (2016 Conditional Capital). This corresponds to nearly 25% of Uniper SE's increased share capital subsequent to the spin-off taking effect.

The conditional capital increase has the purpose of granting of shares, upon the exercise of conversion rights or obligations and option rights or option obligations, which are issued by Uniper SE or any entities of the Uniper Group under the authorisation to issue convertible and/or option bonds granted as set out in (iii) "*Authorisation to issue convertible and/or option bonds*" below.

(iii) Authorisation to issue convertible and/or option bonds

The board of management will be authorised, subject to the approval of the supervisory board, to issue bonds in the total nominal amount of up to EUR 1,000,000,000.00 in the period up to 30 June 2021, which, subject to the more detailed provisions in the relevant conditions of the bonds, or warrants, respectively, grant, or impose upon, the holders or creditors of the bonds, or warrants, conversion rights or obligations, option rights and/or

option obligations with regard to a total of up to 85,360,170 registered no-par-value shares of the company with a proportionate amount of the share capital up to a total of EUR 145,112,289.00. The bonds may be issued, by an affiliate of Uniper SE, as well, against cash contribution and/or non-cash contribution.

In the event of an issue of bonds carrying conversion rights or obligations, the right is granted to, or the obligation is imposed upon, the holders to convert their convertible bonds, subject to the more detailed provisions in the relevant terms of issue, into shares of the company. The prorated amount of the share capital of the shares of the company to be issued for each bond upon conversion may not exceed the nominal amount of the bond, or, if the issue price is lower than the nominal amount, the issue price of the bond. The same applies to bonds carrying option rights or obligations. The respective conversion and/or option price to be determined must amount to at least 80% of a reference price, which is based on the volume-weighted average stock exchange price of the shares of Uniper SE, except for cases in which a conversion or option obligation or a substitution right is being provided for.

The terms of issue may also provide for terms governing the protection against dilution and adjustment mechanisms, e.g. in the case of any capital measure at the company during the term of the bonds, distribution of dividends, issue of subscription rights for further bonds carrying conversion rights, conversion obligations, option rights and/or option obligations that entitle to the subscription of shares of the company or any other exceptional events during the term of the bonds. The terms governing the protection against dilution and adjustment mechanisms provided for in the terms of issue can in particular deal with changes in the conversion or option price, the granting of subscription rights for shares of the company or for conversion or option bonds, or the granting or adjustment of cash components.

The board of management is authorised, subject to the approval of the supervisory board, to exclude the right to subscribe for the bonds to which the shareholders are entitled as a matter of principle in the following cases:

- as compensation for fractional amounts;
- to the extent to which bonds are issued against non-cash contribution;
- to the extent to which bonds are issued against a cash contribution, provided that the requirements of a simplified exclusion of subscription rights pursuant to section 186 para. 3 sentence 4 of the German Stock Corporation Act are complied with; this means that the bonds may only be issued at a price that is not substantially lower than their theoretical market value, and that it is only permitted to issue bonds in such a quantity as to entitle or oblige to subscribe for shares of Uniper SE in an amount not exceeding 10% of the share capital at the time this authorisation takes effect or, should this value be lower, at the time of the utilisation of the authorisation. At

the time the authorisation takes effect, 10% of the share capital will correspond to an amount of EUR 62,213,200.00;

- insofar as is necessary for the sake of protection against dilution.

(iv) Authorisation to acquire treasury shares

The company is authorised to acquire treasury shares up to a total of 10% of the share capital by 30 June 2021 (see clause 13.2 of the Spin-off and Transfer Agreement).

At the discretion of the board of management, the acquisition may be carried out through the stock exchange, by means of an acquisition offer directed to all shareholders, by means of a public offer or a public solicitation to submit offers for the exchange of liquid exchange shares against shares of the company (so-called exchange offer) or through the use of derivatives (put or call options or a combination of both).

In the case of an acquisition carried out through the stock exchange, the price must not exceed the market price of one share of Uniper SE as determined in the opening auction on that trading day by more than 10%, and must not fall below such price by more than 20%.

If the acquisition is carried out through an acquisition offer or an exchange offer, the company may determine either a purchase price or a purchase price range, or an exchange ratio or exchange range, applicable to the acquisition of shares, which must not exceed an average price based on the company's stock exchange price by more than 10%, and must not fall below such average price by more than 20%.

The acquisition may also be carried out by means of an exchange offer.

If the acquisition is carried out using derivatives in the form of put or call options or a combination thereof, the option contracts must be concluded at terms close to market conditions. In any case, where derivatives in the form of put or call options or a combination thereof are being used, treasury shares up to a maximum of 5% of the share capital may be acquired. The term of the relevant option must not exceed 18 months and will end, in any case, no later than on 30 June 2021. In analogous application of section 186 para. 3 sentence 4 of the German Stock Corporation Act, the shareholders do not have the right to demand the conclusion of such option contracts with the company. Likewise, the exercise price must not exceed an average price based on the company's stock exchange price by more than 10%, and must not fall below such average price by more than 20%.

The board of management will be further authorised to use shares of the company excluding the shareholders' subscription right. For instance, the aforementioned shares of the company may be sold against cash consideration, provided that the selling price is not significantly lower than the market price of the shares of the company at the time of the sale (section 186 para. 3 sentence 4 of the German Stock Corporation Act). In this context the sum of the shares sold under exclusion of the subscription right pursuant to section 186 para. 3 sentence 4 of the German Stock Corporation Act must not exceed 10% of the share capital. The decisive

factor for the calculation of the 10% limit is the amount of the share capital at the time this authorisation takes effect or, should this value be lower, at the time of the utilisation of this authorisation. At the time the authorisation takes effect, 10% of the share capital will correspond to an amount of EUR 62,213,200.00.

The aforementioned shares of the company may be sold against non-cash contributions, also in particular also in the course of business combinations or the acquisition of undertakings, parts of undertakings, participations or other assets. Granting of conversion or subscription rights as well as of purchase options and lending of shares in the context of a securities lending transaction also constitutes a sale within this definition. Moreover, the aforementioned shares may be used for ending or settling valuation proceedings under company law (*gesellschaftsrechtliche Spruchverfahren*) at affiliates of the company.

The aforementioned shares of the company may be used in order to satisfy the rights of creditors of bonds carrying conversion or option rights and/or conversion obligations issued by the company or its group entities. Moreover, they may be offered for purchase and transferred to individuals who are or were employed by the company or one of its affiliates.

The board of management will be further authorised to redeem treasury shares without such redemption or its implementation requiring an additional resolution by the general meeting.

(v) Deduction clause

On the basis of corresponding deduction clauses, the authorisations relating to the exclusion of subscription rights as outlined in this section 5.3.5 "*Authorised capital; conditional capital; authorisations to issue convertible/option bonds and to acquire and use treasury shares*" are credited against each other in such a way that these authorisations relating to the exclusion of subscription rights may only be used to the extent that any new shares so issued or sold and any new shares to be issued due to rights that enable or oblige to subscribe for shares of the company are not calculated to exceed 20% of the share capital at the time these authorisations take effect or, should this value be lower, at the time of the utilisation of these authorisation. At the time the authorisations relating to the exclusion of subscription rights take effect, 20% of the share capital will correspond to an amount of EUR 124,426,400.00.

5.3.6 Share-based compensation programmes and employee share schemes in the Uniper Group

Subsequent to the spin-off taking effect, for the purpose of fostering employee participation in the company and increasing the possibilities of further recruiting and retaining highly qualified staff, it is intended to enable senior executives, from 2017, to participate in a share-based compensation programme. The obligations under such compensation programme are to be performed by granting virtual shares in Uniper SE i.e. the monetary equivalent, in cash, of a real share that does not carry voting rights. Features such as the individual structure of the

compensation programme and when it is to apply are currently being assessed, and it is intended to make a final decision thereon before the end of this year.

In addition, it is intended to examine, at a later date and depending on the economic performance of the Uniper Group, whether an employee share scheme will be set up for employees of the Uniper Group.

6 The E.ON Group after the spin-off

6.1 Business operations of the E.ON Group after the spin-off taking effect

6.1.1 Overview

After the spin-off has taken effect and the Deconsolidation Agreement has been implemented, Uniper SE – previously part of the E.ON Group – and its subsidiaries will form the independent Uniper Group, and thus cease to be members of the E.ON Group. However, when the spin-off takes effect, E.ON SE will hold an indirect stake of 46.65% in Uniper SE’s share capital. As a result of the spin-off, the E.ON Group will focus its business operations on the Energy Networks, Customer Solutions, Renewables, Non-Core and Group Management & Other business areas.

6.1.2 Business areas of the future E.ON Group

According to the new group structure, it is intended that the E.ON Group will be organised into three operating business areas, some of which shall be newly established, as well as in a Non-Core business area and a Group Management & Other business area, which is primarily responsible for the holding functions. The three operating business areas cover Energy Networks, Customer solutions and Renewables. The Non-Core business area includes the German nuclear energy business, which is run by a separate activity operating under the name of PreussenElektra, and the management and holding of the indirect 46.65% stake of E.ON SE in the Uniper Group after the spin-off has taken effect.

The following graph provides a schematic overview of the E.ON Group’s business areas and activities after the spin-off.

	E.ON Group				
Business areas	Energy Networks	Customer Solutions	Renewables	Non-Core	Group Management & Other
Activities	<ul style="list-style-type: none"> Germany Sweden Central Europe East & Turkey 	<ul style="list-style-type: none"> Germany Great Britain Other 	<ul style="list-style-type: none"> Onshore wind/Solar Offshore wind/Other 	<ul style="list-style-type: none"> Preussen Elektra Uniper 	<ul style="list-style-type: none"> Group Management E.ON Business Services GmbH (EBS)

(i) Energy Networks business area

The Energy Networks business area will include all electricity and gas distribution networks as well as all related activities. This business area is sub-divided by regional markets into the activities Germany, Sweden and Central Europe East & Turkey in which the E.ON Group operates its electricity and gas networks. In Central Europe East & Turkey, this includes the business activities in the Czech Republic, Hungary, Romania, Slovakia and Turkey.

The main tasks include safe operating the electricity and gas networks, carrying out any necessary maintenance and repair measures and expanding the electricity and gas networks, frequently in connection with realising customer grid connections. Many grid connections also serve to integrate renewable energies and decentralised assets, which enables the transformation of the energy system. As a result, the E.ON Group's electricity networks increasingly become "smart grids" which not only distribute but also take off electricity at many decentralised feed-in points.

Through the distribution networks, which amount to a total of 835,000 km, approx. 17m households, regional and municipal energy distribution companies and industrial customers throughout Europe and Turkey are supplied (in Turkey through a 50% stake in the Turkish energy company Enerjisa Enerji A.Ş. headquartered in Istanbul).

The Germany activity is in charge of the largest market in the Energy Networks business area. With more than 400,000 km of electricity lines and gas pipelines, the E.ON Group supplies power to approx. 6.7m customers. With a generating capacity of approx. 43 GW, about one third of all renewable energy sources are connected to the E.ON Group's energy networks. Hence, the E.ON Group contributes considerably to the implementation of energy transition.

The Sweden activity of E.ON Elnät operates one of the largest electricity networks of 137,000 km in length, serving approx. one million grid customers in North and South Sweden. This portfolio also comprises gas pipelines of 2,000 km in length for 24,000 customers.

With more than 280,000 km of electricity lines and gas pipelines, the Central Europe East activity supplies approx. 9.1m customers with electricity and gas in a total of four markets. With more than 200,000 km of electricity lines, the Turkey activity supplies approx. 9m customers with electricity.

(ii) Customer Solutions business area

The Customer Solutions business area is the platform for actively shaping the European energy transition together with the customers. This includes supplying 23m customers in Europe (excluding Turkey with approx. 9m customers) with electricity, gas and heating and with solutions, e.g. to increase energy efficiency and energy autarchy. The Customer Solutions business area is sub-divided into the activities Germany, Great Britain and Other, each of which is sub-divided into the sub-activities District Heating and Sales and Solutions.

The solutions offered by the Customer Solutions business area are tailored to customers' individual needs within the private, small and medium-sized as well as large business and public customers segments. The future E.ON Group will in particular be represented in the German, British, Swedish, Italian, Czech, Hungarian, Romanian and Slovakian markets.

Energy efficient solutions such as intelligent lighting systems or holistic energy saving projects assist customers in saving costs. Decentralised energy solutions enable private customers (e.g. by means of solar panels or home heating solutions) and business customers (by means of combined heat and power plants) to control their energy consumption themselves. Furthermore, customers are offered an inexpensive and sustainable energy source by developing, operating and maintaining heat networks. In order to maximise customer benefits and flexibility, these offers are supplemented by solutions for interlinking energy producers and energy consumers.

In the Customer Solutions business area, the Germany activity, with 6.2m customers as well as power sales of 46 TWh and gas sales of 52 TWh, is one of the most important markets. In addition, the heat business, supplying heat to approx. 140,000 households with heat sales of 2.7 TWh and power production of 0.5 TWh, is another important pillar of the E.ON Group's business.

The Customers Solutions' business area in Great Britain activity serves more than 7.6m customers. The power sales volume amounts to 41 TWh, with a gas sales volume of 51 TWh. In the fast growing heat business, a heat sales volume of about 1.1 TWh means that approx. 15,000 customers are supplied with heat.

In the remaining regions, the E.ON Group's Other activity supplies power and gas to more than 9m customers, generating power sales of 64 TWh and gas sales of 65 TWh. In Sweden, the E.ON Group supplies heat to approx. 220,000 households, generating heat sales of 5.7 TWh.

(iii) Renewables

(a) Overview

After the spin-off has taken effect, the Onshore wind/Solar and Offshore wind/Other activities will be combined within the Renewables business area of the E.ON Group. The Onshore wind/Solar activity includes all onshore windfarms and solar farms, whereas the Offshore wind/Other activity includes in particular all offshore windfarms. The activities are further sub-divided by regions.

The activities are responsible for planning, constructing and operating as well as managing the respective power generation plants. The generated energy is placed on the market partly by means of incentive systems for renewable energies, partly based on long-term electricity supply agreements with key customers and partly by means of direct marketing on the respective markets.

(b) Onshore wind/Solar activity

In addition to operating onshore windfarms, the Onshore wind/Solar activity also includes the expansion and operation of solar power plants.

The overall generating capacity of plants operated by the E.ON Group in the onshore wind area is approx. 3.3 GW. The E.ON Group's Onshore wind activity is sub-divided by region into the sub-activities USA and Europe.

In the USA, the Onshore wind activity operates 19 onshore windfarms generating more than 2.3 GW of installed capacity, including one of the world's largest onshore windfarms. Given the areas and wind conditions that are suitable for major projects, the USA is one of E.ON Group's focus markets.

In Europe, the E.ON Group is currently operating onshore windfarms having an overall capacity of approx. 1 GW. The plants are located in, *inter alia*, the Great Britain, Germany, Poland, Sweden and Italy. In view of future projects, the E.ON Group focuses on current markets in which E.ON is already operating.

In the USA, the Renewables business area operates 19 MW photovoltaics capacity.

(c) Offshore wind/Other activity

In addition to operating offshore windfarms in Europe, the Offshore wind/Other activity also includes the results of the management and support functions.

By the end of 2015, the (consolidated) generating capacity of the Offshore wind/Other activity amounted to approx. 1.1 GW. The Offshore wind/Other activity is sub-divided by regions into the sub-activities Great Britain, Germany and Other Markets. It operates nine offshore windfarms in Europe already. These are located in Germany, Great Britain, Denmark and Sweden. The E.ON Group intends to further increase its offshore wind generating capacity. After two further major projects were completed in 2015 – the offshore windfarms Amrumbank West (301 MW) in Germany and Humber Gateway in Great Britain (219 MW) – the offshore windfarm in Rampion (400 MW) in Great Britain is currently under construction. The Arkona offshore wind project, which is located in the German Baltic Sea and will have a maximum capacity of 378 MW, is in an advanced stage of development.

(iv) Non-Core business

The Non-Core business area combines the non-strategic activities of the E.ON Group. These include, apart from holding and managing E.ON SE's indirect stake in Uniper SE, particularly the operation of the German nuclear power plants.

In this context, nuclear energy in Germany is managed by a separate activity operating under the name PreussenElektra. In addition to operating

the group-owned German nuclear power plants, this operational unit is also responsible for their decommissioning (see section 7 “*The German nuclear energy business of the E.ON Group after the spin-off*”).

(v) Group Management & Other

In the Group Management & Other business area, the E.ON Group primarily combines the group management and cross-functional administrative activities performed centrally for all business areas of the E.ON Group. In addition, this business area includes E.ON Business Services GmbH.

(a) Group Management

The main task of Group Management is to manage the E.ON Group. This includes strategic development of the E.ON Group as well as managing and funding the existing business portfolio. The tasks carried out in this context include, among others, improving the overall business across markets and countries from a financial, strategic and risk perspective as well as shareholders’ management. Accordingly, Group Management includes cross-functional activities such as audit, procurement, legal, and risk management. Group Management also includes the Energy Management unit which coordinates the decentralised energy procurement activities carried out in the various regions.

(b) E.ON Business Services GmbH

Furthermore, the Group Management & Other business area includes E.ON Business Services GmbH which performs functions in the areas of financial services, IT and certain parts of HR.

6.2 Assets, financial and profit situation of the E.ON Group and E.ON SE after the spin-off taking effect

Upon the spin-off of E.ON SE’s stake in Uniper Beteiligungs GmbH to Uniper SE taking effect, the granting of shares in Uniper SE to the shareholders of E.ON SE in return and the implementation of the Deconsolidation Agreement, the activities attributable to the conventional energy world combined under Uniper SE will be removed from the E.ON Group and will be carried out independently by the Uniper Group.

Once the spin-off has taken effect, E.ON SE will initially continue to hold, indirectly, through its subsidiary, E.ON Beteiligungen GmbH, a 46.65% stake in Uniper SE. It is intended that E.ON SE’s remaining indirect stake in Uniper SE will be sold over the medium term.

6.2.1 E.ON Group

In essence, the spin-off will have the following effects:

So far, the activities attributable to the conventional energy business have formed part of the E.ON Group’s business activities and have been consolidated in E.ON SE’s consolidated financial statements. Upon the spin-off taking effect by registration with E.ON SE’s commercial register and upon the implementation of the Deconsolidation Agreement, these activities combined under Uniper SE will no longer be included in the E.ON consolidated financial statements. From the date on

which E.ON SE's general meeting approves the Spin-off Agreement, E.ON SE will report the Uniper Group's business activities as "Discontinued operations" in accordance with IFRS, in particular IFRS 5. Until the reference date, the Uniper operations to be discontinued will be valued at the lower of the book value and the expected stock market value less transaction costs. This may have considerable effects recognised in the profit or loss in the event of a reclassification and subsequent valuations.

In essence, the assets and liabilities attributable to Uniper SE will cease to be reported in the relevant balance sheet items of the E.ON Group as a result of the spin-off. Upon the spin-off's registration, E.ON SE will report a minority stake held by the Uniper shareholders in Uniper SE which will correspond to the shareholding of 53.35%. Uniper SE will be deconsolidated subsequently following the implementation of the Deconsolidation Agreement. E.ON SE will report an equity investment which will correspond to the shareholding of 46.65%. Furthermore, any previously consolidated receivables and payables between the entities of the E.ON Group and of the Uniper Group will be reported in the E.ON consolidated financial statements as receivables and payables of the Uniper Group. In addition, from the date on which the spin-off takes effect, the economic results generated by the entities of the Uniper Group will no longer be fully included in E.ON SE's consolidated financial statements. Only *pro rata* results of Uniper SE from the stake in Uniper SE which will initially remain with E.ON SE will be included in E.ON SE's consolidated financial statements and accounted for within the equity investment valuation in accordance with IAS 28, for as long as there is a controlling influence.

In addition to the fact that the Uniper Group and its business activities relating to the conventional energy world will be reported as "Discontinued operations", the business areas relating to the new energy world and remaining with the E.ON Group will also be subject to adjusted management and will be reclassified accordingly in E.ON SE's consolidated financial statements.

From the date of deconsolidation, the service relationships of the entities of the E.ON Group with entities of the Uniper Group will be reported in E.ON SE's consolidated financial statements as revenues, income or expenses, respectively.

The fact that the Uniper Group will leave the E.ON Group on the date on which the spin-off takes effect will impact on the E.ON Group as follows:

(i) Financing

Prior to initiating the process of its separation, the Uniper Group was subject to the financial management of the E.ON Group. As a result of the spin-off, it will become financially independent. This will involve a reduction of the financing volume required by the E.ON Group.

Currently, E.ON SE has an investment grade credit rating. In total, the spin-off will not have any material impact on future financing options and costs from today's perspective. The same holds true for the creation of security.

(ii) Personnel expenses

From the date of the separation of the E.ON Group and the Uniper Group, it will be necessary to build or develop various divisions and units of the

E.ON Group, e.g. energy procurement and marketing or HR services. This cannot be achieved by simply re-allocating respective personnel from the E.ON Group to the Uniper Group, but will also require, in some cases, the recruitment of new personnel. Therefore, it will not be possible to use economies of scale when deploying personnel to the same extent as before. However, the E.ON Group intends to subsequently reduce the additional personnel expenses caused by the spin-off by using appropriate measures, e.g. by efficiency gains.

(iii) Information technology

As regards information technology, the E.ON Group will also incur additional expenses after the spin-off. The spin-off will require splitting services previously existing within the E.ON Group and providing them to the Uniper Group independently. As a result, the E.ON Group, too, will incur costs mainly associated with changes in information technology, *inter alia* costs of extending the scope of existing software licences or acquiring new ones, respectively, and of software support. For the purpose of implementing measures and adjusting the relevant agreements, importance was attached to achieving an implementation that was as cost-neutral as possible, and it is also intended to reduce any operational expenditure to be incurred in the future by taking appropriate countermeasures.

(iv) Insurance

In the past, the global corporate insurance cover of the E.ON Group also included the business activities of the Uniper Group. The insurance cover of the two groups will be separated as part of the spin-off and the Uniper Group will receive independent insurance cover. As a consequence of insurance cover being purchased separately, the E.ON Group will incur additional costs because it will no longer be possible to use economies of scale and insurance limits will have to be purchased twice in some cases.

(v) Decrease in portfolio effects

The business of marketing electricity, gas and district heat to private customers and small and medium-sized business customers will remain with the E.ON Group also after the spin-off. However, the procurement and marketing unit for wholesale customers, previously a part of the E.ON Group, will be transferred to the Uniper Group. In the course of the spin-off, the sales portfolio attributable to the E.ON Group will decrease accordingly, which is principally accompanied by fewer opportunities to use so-called portfolio effects. In this context, portfolio effects affect the compensation for potential disadvantages in one area with advantages in another. As a consequence, an increase in transaction costs and a possibly smaller scope for optimisation are to be expected in this respect.

(vi) Capital expenditure

As a result of the spin-off, the equity of E.ON SE will be reduced by the amount of the book value of the spun off stake. E.ON SE's board of management planned the capital expenditure to be spent by the E.ON

Group for the realignment of the operating business, taking into account the change in equity resulting from the spin-off.

The spin-off's accounting effects on the E.ON Group are described in section 4.1 "*Accounting effects of the spin-off*".

For information regarding the tax effects of the spin-off, see section 4.2 "*Tax effects of the spin-off*".

6.2.2 E.ON SE

Upon the spin-off taking effect, title to the stake in Uniper Beteiligungs GmbH held by E.ON SE will transfer to Uniper SE.

There was a domination and profit and loss transfer agreement in place between E.ON Beteiligungen GmbH, a 100% subsidiary of E.ON SE, and Uniper SE. This agreement was terminated with effect as of 31 December 2015. Therefore, when the spin-off takes effect, E.ON SE will no longer receive any indirect or direct profit/loss transfers from Uniper SE or its subsidiaries. However, since E.ON SE will indirectly hold, initially, 46.65% of the shares in Uniper SE once the spin-off has taken effect, it will receive the dividend payouts to which it is entitled, based on its percentage of shares in Uniper SE as applicable from time to time.

As the taking effect of the spin-off will be followed by the redemption of loans held by E.ON SE and of security provided by E.ON SE in favour of the Uniper Group in the past, there will be a reduction of the net financial debt and the volume of security of E.ON SE.

The spin-off's accounting effects on E.ON SE are described in section 4.1 "*Accounting effects of the spin-off*".

Aside from the above, the spin-off of the Uniper Group will not have any further significant effects on the future assets, financial or profit situation of E.ON SE.

6.3 Legal structure of E.ON SE and the E.ON Group after the spin-off and the deconsolidation have taken effect

The spin-off of the Uniper Group does not have any impact on the legal structure of E.ON SE, its articles of association or its capital (authorised and conditional capital). Any authorisations applicable to E.ON SE (e.g. the authorisation to acquire treasury shares), the appointment of the Company's auditor and the shareholder structure of E.ON SE will not be affected by the spin-off. The amendments to the articles of association proposed to the general meeting of 8 June 2016 for approval are independent of the spin-off. The shareholders' current stakes in E.ON SE will remain unchanged.

The spin-off and the deconsolidation will alter the legal structure of the E.ON Group to the extent that the Uniper Group entities will cease to be members of the E.ON Group.

7 The German nuclear energy business of the E.ON Group after the spin-off

The board of management and the supervisory board of E.ON SE decided in September 2015 that the operation of German electricity generation by means of nuclear energy and the decommissioning of nuclear power plants would remain within the E.ON Group. This does not affect the strategic realignment of the E.ON Group; the E.ON Group

will focus on the Renewables, Energy Networks and Customer Solutions business areas. Nuclear energy in Germany will not be a strategic business of the E.ON Group.

The board of management and the supervisory board of E.ON SE have in particular considered the draft bill of the Act on Continued Liability for Nuclear Decommissioning and Disposal Costs (*Gesetzesentwurf über ein Gesetz zur Nachhaftung für Rückbau- und Entsorgungskosten im Kernenergiebereich*) (for more details see section 7.5 “Impact of the German Act on Continued Liability on the spin-off”) in making this decision. This draft would lead, upon its coming into effect, to unlimited liability of E.ON SE as regards time and amounts, for the nuclear energy activities spun off to the Uniper Group and their obligations. The solution adopted avoids the division of liability and entrepreneurial influence.

7.1 Future management of the German nuclear energy business by “PreussenElektra”

In the future, the German nuclear energy business will be managed by today's E.ON Kernkraft GmbH under its new name PreussenElektra GmbH (“**PreussenElektra**”) as a separate operational unit with its seat in Hanover. E.ON SE holds 100% in PreussenElektra through E.ON Energie AG. There is a continuous chain of domination and profit and loss transfer agreements between E.ON SE and PreussenElektra. The future PreussenElektra currently operates three nuclear power plants in power generation mode (nuclear power plants of Brokdorf, Grohnde, and Isar 2) and holds a minority interest in three further nuclear power plants in power generation mode (nuclear power plants of Gundremmingen B, Gundremmingen C, and Lippe-Ems) which are operated by the respective majority shareholders. Moreover, PreussenElektra is the sole owner of four nuclear power plants (Isar 1, Unterweser, Grafenrheinfeld, and Würgassen) and of a majority interest in the Stade nuclear power plant, all of which are run in shutdown mode. The decommissioning process of the nuclear power plants of Würgassen and Stade is already at an advanced stage. All nuclear power plants remaining with the E.ON Group are located in Germany; the total generating capacity of the nuclear power plants which are still active and are operated by PreussenElektra, have a net capacity of 4,128 MW.

The management board of PreussenElektra currently has five members. The supervisory board of PreussenElektra has twelve members, six of which are appointed by the shareholders' meeting and six of which are appointed by the employees in line with the German Act on Co-determination by Employees (*Mitbestimmungsgesetz – MitbestG*) as of 4 May 1976.

PreussenElektra will largely not be integrated into the functional management structures of the E.ON Group.

E.ON SE will not offer the products of PreussenElektra to its own customers. Instead, all of them will be sold to the wholesale market.

7.2 Adequacy and ensuring future coverage of the provisions accounted for by PreussenElektra for the operation and the decommissioning of nuclear energy

7.2.1 Amount and adequacy of the provisions accounted for by PreussenElektra for the operation and the decommissioning of the nuclear energy

The provisions accounted for in E.ON's consolidated financial statements for contractual and non-contractual disposal obligations in the nuclear energy sector in Germany amounted to approx. EUR 17.0bn as at 31 December 2015 (approx. EUR 16.6bn as at 31 December 2014).

(i) Provisions for non-contractual obligations in the nuclear energy sector (EUR 9.8bn).

The provisions for non-contractual obligations in the nuclear energy sector in Germany comprise, on the basis of expert opinions and cost estimates, all nuclear obligations as regards the disposal of spent fuel rods and low-level radioactive waste from operation as well as the shutdown and decommissioning of the nuclear components of the power plants.

The provisions are basically valued as long-term provisions at their discounted settlement value as at the balance-sheet date.

The obligations referring to a shutdown which are included in the provisions for non-contractual nuclear obligations include the expected costs of the post-operational phase and the residual operation of the plant, the decommissioning as well as the removal and disposal of the nuclear components of the power plants.

Moreover, costs in the context of the disposal of the fuel rods, for transport to the final storage facility as well as for conditioning which is adequate for final storage, including the required containers are also taken into account.

The shutdown costs and the costs of the disposal of fuel rods and of low-level radioactive waste from operation include in each case the actual costs of final storage. The costs of final storage include, in particular, the expected capital expenditure, operational expenditure, and the shutdown costs for the final storage projects Gorleben and Konrad, and are based on information provided by the Federal Office for Radiation Protection (*Bundesamt für Strahlenschutz*) and the German Repository Prepayment Ordinance (*Endlagervorausleistungsverordnung*); furthermore, additional costs are incurred due to the German Repository Site Selection Act (*Standortauswahlgesetz – StandAG*), which came into force in 2013.

All cost estimates mentioned underlying the provisions are updated annually on the basis of opinions and analyses prepared by external experts. When calculating the provisions in Germany, the changes to the German Atomic Energy Act (*Atomgesetz – AtG*) as of 6 August 2011 were taken into account.

(ii) Provisions for contractual obligations in the nuclear energy sector (EUR 7.2bn)

The provisions for contractual obligations in the nuclear energy sector in Germany comprise all contractual nuclear obligations for the disposal of spent fuel rods and low-level radioactive waste from the operation, shutdown and decommissioning of the nuclear components of the power plants, the valuation of which is based on civil-law agreements.

In essence, the provisions are valued as long-term provisions at their discounted settlement value as at the balance-sheet date.

The obligations taken into account within the provisions comprise the contractual costs, as regards the disposal of fuel rods, for the remaining reprocessing operations and the return of waste materials related thereto,

including subsequent temporary storage in Gorleben and Ahaus, and, in addition, the costs incurred in connection with the “immediate final storage” disposal method due to temporary storage in the vicinity of the site, including the containers required for such temporary storage. Furthermore, the contractual costs of the shutdown area and the conditioning of low-level radioactive waste from operations are taken into account within the provisions.

The reporting of the provisions created at PreussenElektra for the purpose of meeting the liabilities for nuclear energy activities in Germany is reviewed and confirmed annually by the auditor of the consolidated financial statements of E.ON SE and the separate financial statements of PreussenElektra, respectively, as regards whether they are in accordance with national and international accounting standards.

Most recently, the reporting of the nuclear-energy provisions was reviewed in the course of the audit of the consolidated financial statements of E.ON SE and the financial statements of PreussenElektra for the 2015 financial year. On the basis of such review, the auditor issued an unqualified audit opinion in each case and declared that the consolidated financial statements and the financial statements, respectively, are in line with the accounting principles relevant in each case and give a true and fair view of the assets, earnings, and financial situation of the E.ON Group and PreussenElektra. The financial statements of PreussenElektra are published in the Federal Gazette (*Bundesanzeiger*).

7.2.2 Confirmation of the adequacy of the provisions for nuclear energy accounted for through the stress test commissioned by the Federal Ministry for Economic Affairs and Energy (*Bundesministerium für Wirtschaft und Energie*)

The Federal Ministry for Economic Affairs and Energy (the “**Federal Ministry of Economics**”) instructed Warth & Klein Grant Thornton AG Wirtschaftsprüfungsgesellschaft (“**Warth & Klein**”) on 11 June 2015 to prepare an expert opinion as regards the valuation of the future disposal obligations in the nuclear energy sector (the so-called “**Stress Test**”).

The opinion referred to the nuclear-energy provisions accounted for by E.ON SE, RWE AG, EnBW AG, Vattenfall GmbH, and Stadtwerke München GmbH, including their subsidiaries (jointly referred to as the “**Energy Suppliers**”), in the consolidated financial statements as at 31 December 2014 for their existing obligations as regards the shutdown and decommissioning of the nuclear power plants and the disposal and final storage of the radioactive waste in Germany (jointly the “**Disposal Duties**”).

The opinion covered three aspects:

- the completeness of the responsibilities and costs used by the Energy Suppliers as a basis for the determination of their nuclear-energy provisions;
- the alignment of the provisions with the underlying opinions, agreements, and estimates and the determination of the provisions as at 31 December 2014 pursuant to IFRS; and

- the assets of the Energy Suppliers being adequate for the financing of future disposal costs.

The Federal Ministry of Economics published the opinion prepared by Warth & Klein on 10 October 2015. The main results set out by Warth & Klein in its opinion are as follows:

In their consolidated financial statements as at 31 December 2014, the Energy Suppliers created nuclear-energy provisions in a total amount of EUR 38.3bn. These nuclear-energy provisions are based on the estimated costs for the fulfilment of the Disposal Duties at current prices in the amount of approx. EUR 47.5bn. From the experts' point of view, such cost estimate is comprehensible and fully reflects all disposal steps required for the complete fulfilment of the Disposal Duties. The nuclear-energy provisions accounted for by the German Energy Suppliers are higher than the international benchmark figures. Moreover, the provisions accounted for by the Energy Suppliers, in a total amount of EUR 38.3bn, pursuant to the experts' opinion, were correctly determined on the basis of comprehensible cost estimates prepared by the Energy Suppliers as for costs, cost increases, and discount rates.

In the experts' opinion, the amount of required nuclear-energy provisions is influenced essentially by the level of the discount interest rates and the expected cost increase specific to nuclear energy. The scenarios proposed by the experts on the basis of different assumptions as regards the level of the discount interest rate and the cost increase show that provisions ranging between approx. EUR 29bn and EUR 77bn will be required. Therefore, the amount of EUR 38.3bn in total, as accounted for by the Energy Suppliers, falls within the range determined by the experts.

The review carried out by the experts as regards the adequacy of the Energy Suppliers' assets for the financing of future disposal costs shows that their aggregate amount is sufficient to fully meet their Disposal Duties under atomic energy law.

Accordingly, in a press release of the Federal Ministry of Economics dated 10 October 2015, on the results of the Stress Test, the Federal Minister of Economics, Sigmar Gabriel, stated that the Stress Test had shown that the companies were able to shoulder the costs of the nuclear phase-out. The companies concerned had reflected all of the costs when setting up provisions. The companies' combined assets covered the costs of the decommissioning of the nuclear power plants and of the disposal of the radioactive waste.

On 10 October 2015, the Energy Suppliers issued a joint press release on the results of the Stress Test. In the press release, the Energy Suppliers stated that it had been confirmed by the Stress Test that the nuclear-energy provisions accounted for fully reflect the future Disposal Duties. Moreover, the experts did not have any objections as regards the accounting approach applied by the Energy Suppliers, which had been confirmed for decades by leading auditing firms, thus, there was no factual basis to the speculation about a possible need for higher provisions in the balance sheets of the Energy Suppliers.

7.2.3 Cover of nuclear-energy obligations by PreussenElektra ensured also after the spin-off

On the basis of the current state of knowledge, PreussenElektra will be able, also after the spin-off, to fulfil its future obligations in the nuclear-energy sector, e.g. obligations of a financial nature or as regards the disposal duties.

7.3 Adequate liquidity provisioning within the E.ON Group for the risks related to a nuclear incident

In relation to the risks relating to nuclear damage, German operators of nuclear power plants are required, after the corresponding amendments to the German Atomic Energy Act and the Regulation regarding the Provision for Financial Security pursuant to the Atomic Energy Act dated 27 April 2002 (*Atomrechtliche Deckungsvorsorge-Verordnung – AtDeckV*) take effect, to prove financial security up to an amount of EUR 2.5bn per incident.

As regards such security, an amount of EUR 255.6m is covered a uniform liability insurance.

For the purpose of meeting the remaining financial security requirements in the amount of EUR 2.244bn per incident, E.ON Energie AG and the parent companies of the German operators of nuclear power plants agreed pursuant to an agreement dated 11 July/ 27 July/ 21 August/ 28 August 2001, as extended by the agreement dated 25 March/ 18 April/ 28 April/ 1 June 2011, that in the case of an incident, the operator of a nuclear power plant which is subject to liability will be provided – after its own resources and the resources of its parent company have been exhausted – with sufficient funds so that it can comply with its payment obligations (the so-called “**Solidarity Agreement**” (*Solidarvereinbarung*)). As contractually agreed, the portion of liability attributable to E.ON Energie AG, plus 5% for the costs for the settlement of damage, was 42% as at 31 December 2015.

In order to ensure that the parties to the Solidarity Agreement can comply with their payment obligations in the event of an incident, they are required to hold liquid funds which can be realised within one year and which corresponds to the double amount which is attributable proportionally to the respective solidarity partner. As contractually agreed, the portion attributable to E.ON Energie AG was EUR 1.9798bn as at 31 December 2015. Sufficient financial liquidity provisioning has been established by E.ON Energie AG for the purpose of covering its contractual obligations under the Solidarity Agreement, and has been taken into account within the liquidity planning. The availability of adequate liquidity provisioning on the part of E.ON Energie AG is reviewed annually and certified by an auditor, most recently as at 31 December 2015.

On the basis of today's knowledge, adequate liquidity provisioning will also be ensured after the spin-off has taken effect, since the corresponding financial resources will continue to be available to E.ON Energie AG.

7.4 Liability of Uniper SE pursuant to the German Conversion Act for the fulfilment of obligations arising from the nuclear energy business in Germany

Pursuant to section 133 para. 1 and para. 3 of the German Conversion Act, Uniper SE will be jointly and severally liable, together with E.ON SE, for the fulfilment of the liabilities remaining with E.ON SE which were established before the spin-off takes effect, provided that they become due within five years from the publication of the registration of the spin-off in the commercial register of E.ON SE and that claims based thereon against Uniper SE are determined by a court or in any other form specified in section 133 of the German Conversion Act (see section 4.3.1(ii) “*Continued liability pursuant to section 133 of*

the German Conversion Act on the part of Uniper SE as acquiring entity). The liability of Uniper SE pursuant to section 133 para. 1 of the German Conversion Act only refers to liabilities of E.ON SE itself and does not refer to liabilities of the subsidiaries of E.ON SE. Accordingly, Uniper SE will, in particular, not be directly liable pursuant to section 133 para. 1 and para. 3 of the German Conversion Act for the fulfilment of payment obligations referring to the shutdown and the decommissioning of nuclear power plants and the disposal and final storage of radioactive waste relating to the German nuclear energy business remaining within the E.ON Group. These obligations do not affect E.ON SE, which is a party to the spin-off, but its indirect subsidiary PreussenElektra. Only to the extent that present and future obligations under German atomic energy law entail a loss on the part of PreussenElektra and, consequently, a loss on the part of its direct parent company, i.e. E.ON Energie AG, and that E.ON SE will be liable for such loss pursuant to section 302 of the German Stock Corporation Act due to the domination and profit and loss transfer agreement entered into between E.ON SE and E.ON Energie AG, will Uniper SE be subject to indirect liability to E.ON Energie AG in the five-year period specified (section 133 para. 3 sentence 1 of the German Conversion Act) in the amount of the loss compensation obligation.

According to clause 8.2 of the Spin-off and Transfer Agreement, E.ON SE committed to indemnify Uniper SE for all obligations referred to above (see section 10.1.8 “*Creditor protection and internal settlement (clause 8)*” below).

7.5 Impact of the German Act on Continued Liability on the spin-off

The Federal Cabinet (*Bundeskabinett*) adopted the draft bill of the so-called German Act on Continued Liability for Nuclear Decommissioning and Disposal Costs (“**Draft Act on Continued Liability**”) on 14 October 2015. In the first reading of the Draft Act on Continued Liability in the Federal Parliament (*Bundestag*) on 12 November 2015, it was decided to refer the draft bill to the Committee on Economic Affairs and Energy (*Ausschuss für Wirtschaft und Energie*) of the Federal Parliament as the co-ordinator in charge. The Committee on Economic Affairs and Energy of the Federal Parliament conducted a public expert hearing on the Draft Act on Continued Liability on 23 November 2015. The experts invited made differing assessments of the Draft Act on Continued Liability: some considered the Draft Act on Continued Liability to be unconstitutional, whereas others regarded the targeted solution to be insufficiently far-reaching. The Draft Act on Continued Liability was initially intended to enter into force on 1 January 2016. The planned deliberations of the Committee on Economic Affairs and Energy on the Draft Act on Continued Liability have been postponed several times. The Government parties agreed to postpone further legislative process until the commission reviewing the nuclear energy phase-out presents its results (see section 7.6 “*The commission reviewing the nuclear energy phase-out being established*”). The Draft Act on Continued Liability is expected to be passed following publication of the final report by the commission reviewing the nuclear energy phase-out.

In view of the fact that the German nuclear energy activities will remain in the E-ON Group, the spin-off and the position of Uniper SE and the Uniper Group as regards liability would not be affected if the Draft Act on Continued Liability passed. Pursuant to the Draft Act on Continued Liability, dominating companies will continue to be liable, for an unlimited period of time, for companies operating nuclear power plants which are directly or indirectly controlled by them. This refers to the costs of the shutdown and the decommissioning of their nuclear power plants and the disposal and final storage of radioactive waste. The liability

under the Draft Act on Continued Liability remains applicable if the dominating company – for example by spinning off the operating company to another company which is not controlled by the dominating company – ceases to exercise controlling influence over the operating company.

Apart from this liability exposure, the current Draft Act on Continued Liability has no impact on the spin-off.

7.6 Establishment of commission to review the financing of the nuclear energy phase-out

With the Federal Cabinet's decision as of 14 October 2015, the Federal Government established a commission to review the financing of the nuclear energy phase-out (*Kommission zur Überprüfung der Finanzierung des Kernenergieausstiegs*) (the "**Nuclear Review Commission**"), chaired by Matthias Platzeck, Ole von Beust and Jürgen Trittin. The Nuclear Review Commission was instructed by the Federal Government to examine, and to prepare recommendations for actions to be taken, as regards how to structure the ensured financing of the shutdown and decommissioning of nuclear power plants and the disposal of radioactive waste in such a form that the companies in charge will be commercially able, in the long term, to meet their obligations arising from the atomic sector.

An essential basis for the work of the Nuclear Review Commission is the results of the Stress Test commissioned by the Federal Government as of 10 October 2015. Moreover, the Nuclear Review Commission gained a comprehensive idea of the legal and financial situation as regards the Energy Suppliers' nuclear-energy obligations by holding a number of hearings with experts and representatives of the Energy Suppliers concerned.

The final report and the final recommendations of the Nuclear Review Commission were not available at the time of signing of the Spin-off Report. The report and recommendations of the Nuclear Review Commission are currently expected to be published at the end of April 2016. These final recommendations of the Nuclear Review Commission will then require legal implementation to be prepared by the Federal Government as well as, where appropriate, contractual agreements with the operators.

E.ON SE, according to the information available to it, assumes that the Nuclear Review Commission will recommend that the responsibility for the shutdown and the decommissioning will remain fully with the operators and that the responsibility for packaging, the waste from operation and the transport will remain partly with the operators. To the extent responsibility lies with the operators, E.ON SE assumes that the corresponding provisions and the financial responsibility will remain with the operators. In this context, the transparency of the provisions' cover will be increased and a public authority will be granted the right to audit such provisions. E.ON SE assumes that the responsibility for temporary storage and final storage will be assumed by the Federal Government (at different points of time). In turn, the Energy Suppliers will transfer a corresponding part of their provisions to the Federal Government in monetary form. The terms of arrangement including the question of liability consequences are currently under discussion between the Nuclear Review Commission and the Energy Suppliers.

8 Relationships between the Uniper Group and the E.ON Group after the spin-off

After the spin-off has taken effect, the following relationships will exist between the Uniper Group and the E.ON Group:

8.1 Corporate relationships

Immediately after the spin-off has taken effect, E.ON Beteiligungen GmbH, a wholly owned subsidiary of E.ON SE, will hold 170,720,340 shares in Uniper SE, which corresponds to 46.65% of Uniper SE's share capital.

8.1.1 Dual mandates

After the spin-off has taken effect, two members of Uniper SE's supervisory board, Dr Johannes Teyssen and Michael Sen, are expected to be members of E.ON SE's board of management at the same time. It is intended that Dr Johannes Teyssen will resign from the supervisory board of Uniper SE in the first half of 2017 at the latest. The chairman of Uniper SE's supervisory board, Dr Bernhard Reutersberg, is currently still a member of E.ON SE's board of management; Dr Bernhard Reutersberg will resign from E.ON SE's board of management on 30 June 2016, which means that it is expected that he will no longer be a member of E.ON SE's board of management at the time at which the spin-off takes effect.

The interests of E.ON SE and Uniper SE are not necessarily always aligned. Apart from that, there are no conflicts of interest or potential conflicts of interest between the duties of the members of the management board and supervisory board vis-à-vis the respective companies.

8.1.2 Deconsolidation Agreement between E.ON SE and Uniper SE

E.ON SE and Uniper SE intend to enter into a Deconsolidation Agreement after the spin-off has taken effect in order to achieve the Uniper Group's de-consolidation in the first half of 2017 at the latest. The Deconsolidation Agreement will contain provisions regarding E.ON SE's abstention from exercising voting rights relating to the election of members of Uniper SE's supervisory board at Uniper SE's general meeting. The agreement is intended to ensure that – despite the 46.65% minority stake in Uniper SE initially remaining with E.ON SE which is expected to represent a majority in attendance (*Präsenzmehrheit*) at Uniper SE's general meeting – the obligation to fully consolidate the Uniper Group in E.ON SE's consolidated financial statements will lapse.

In this agreement, E.ON SE will undertake to Uniper SE not to exercise its voting rights relating to the election of two of the six supervisory board members to be elected by the shareholders pursuant to art. 40 of the SE Regulation. Likewise, E.ON SE will not exercise its voting rights in decisions on an early re-election of, elections of substitute members for, and removals of, the supervisory board members in respect of which it did not exercise its voting rights upon their original election. In addition, under this agreement, Uniper SE shall promptly publish on its website the information received from E.ON SE regarding the latter's voting behaviour in connection with the election or removal of supervisory board members of Uniper SE, and keep that information published on its website at least until the end of the general meeting at which the election will take place or a decision is made on the removal.

Uniper SE and Uniper SE's shareholders whose overall shares together account for at least EUR 50,000 of Uniper SE's share capital may demand E.ON SE's compliance with the agreement.

It is the intention that the agreement will apply until the end of the fifth annual general meeting of Uniper SE following Uniper SE's annual general meeting in 2017. If the agreement is not terminated by due notice until, at the latest, six months prior to its expiry, it will be extended until the end of the fifth annual general meeting following the end of the agreement's original term. Regardless of this it is the intention that the agreement will end automatically should E.ON SE's shareholding in Uniper SE fall below 30%.

8.2 Information technology, human resources and financial services

E.ON Business Services GmbH, as an indirect wholly owned subsidiary of E.ON SE, will, for a transitional period, continue to provide the Uniper Group with services, in particular in the area of information technology (IT), human resources (HR) and financial services (FS). The services will be provided on the basis of the co-operation agreement entered into by E.ON Beteiligungen GmbH, Uniper Holding GmbH and E.ON Business Services GmbH to ensure that the IT services and also the services in the area of human resources as well as the financial services will be transferred step by step to the Uniper Group following the separation of business operations completed on 1 January 2016. The co-operation agreement will expire on 31 December 2018.

In the area of IT, the services range from planning advice to the provision of hardware, software, project and other services and also include the support of existing information technology systems. It is intended to complete the migration by the expiry of the co-operation agreement at the latest. The services rendered as well as the remuneration for these services payable by the Uniper Group will be defined in a corresponding Uniper IT framework agreement and in agreements between the E.ON Group and the Uniper Group specifying the terms of the framework agreement.

In the human resources and financial services areas, E.ON Business Services GmbH will continue to provide services to the Uniper Group for a transitional period after the spin-off has taken effect. HR services include, for example, payroll, recruiting, learning, executive HR services and HR controlling & planning. Financial services include, for example, accounts payable, accounts receivable, fixed assets, general ledger and banking & payment. These services are based on the co-operation agreement and on a corresponding Uniper HR/FS framework agreement as well as agreements between the E.ON Group and the Uniper Group specifying the terms of the framework agreement. The extent of further provision of services by E.ON Business Services GmbH to the Uniper Group after the term of the agreement will be the subject of a corresponding agreement to be entered into by the parties in due course before the expiry of the agreement.

8.3 Use of intellectual property and trade marks

In the past, some entities in the E.ON Group conducted joint research and development on the basis of a so-called pool administration agreement. The resulting patents applied for by or registered on behalf of E.ON SE and the corresponding know-how relate primarily to the steam, storage, hydro and thermal research projects carried out in the so-called "innovation centres". Under the pool administration agreement, the pool members have non-exclusive, worldwide, transferable and sub-licensable rights to use the research results of the pool, even after their withdrawal.

The entities transferred from the E.ON Group to the Uniper Group in the context of the separation of the Uniper Group withdrew from the pool with effect from 31 December 2015 as a result of a respective termination notice. One such entity is Uniper Global

Commodities SE, which was among the parties to the pool administration agreement. Furthermore, Uniper Kraftwerke GmbH, which had the same rights as the pool members due to a sub pool administration agreement with E.ON Beteiligungen GmbH, also withdrew from the pool. According to the provisions of the pool administration agreement and the sub pool administration agreement, respectively, the respective Uniper Group entities, e.g. Uniper Global Commodities SE and Uniper Kraftwerke GmbH, continue to have corresponding rights to use the know-how and intellectual property resulting from the pool even after their withdrawal from the pool administration agreement and sub pool administration agreement, respectively; these rights entitle them to independent further development and marketing. The know-how is stored in a database accessible to all pool and sub pool members. As a result of Uniper Global Commodities SE's termination of the pool administration agreement and Uniper Kraftwerke GmbH's termination of the sub pool administration agreement, respectively, with effect from 31 December 2015, the Uniper Group received a copy of the database as of that reference date. The Uniper Group is expressly entitled to pursue further development of the research results from the database that exist as of 31 December 2015 independently and outside of the pool.

In addition, E.ON Beteiligungen GmbH, Uniper Holding GmbH and E.ON Business Services GmbH agreed in the context of the co-operation agreement provisions for the joint use of information technology infrastructure, licences and applications owned by E.ON Business Services GmbH, which is intended and necessary for the rendering of services by E.ON Business Services GmbH for the period after the spin-off. In order to continue to have unrestricted use without infringing third-party intellectual property rights after the spin-off, further corresponding asset and licence adjustments will be negotiated.

By way of a licence agreement with a term until 30 June 2017, E.ON SE will grant Uniper Benelux Holding B.V., Uniper Benelux N.V., E.ON Benelux Levering B.V. and E.ON Belgium N.V. the right to use the trade name "E.ON" and "e.on", respectively, as well as various other registered trade marks relating to "E.ON" or "e.on" ("**E.ON Trade Marks**") for the time after the spin-off has taken effect. The right to use includes the right to reproduce the E.ON Trade Marks, *inter alia*, in order to customise products and services of these Uniper entities and to use them for advertising and on public events (e.g. conferences) as well as in communication and mass media. Under the licence agreement, the respective entities will be entitled to use the E.ON Trade Marks during a transitional period until the change of name to "Uniper", to achieve their business objectives in Benelux (Belgium, Netherlands and Luxembourg). A transfer of the licence as well as sub-licencing will generally not be permissible. Solely E.ON Benelux Levering B.V. will be allowed to sub-licence Uw Huismeester B.V. for joint products and services. The E.ON Trade Marks are to be used in line with the E.ON Group corporate design guidelines.

In addition, E.ON SE will grant E.ON Russia JSC the right to use the E.ON Trade Marks by way of a licence agreement with a term until 31 December 2016. A transfer of the licence as well as sub-licencing will not be permissible.

8.4 Agreement regarding insurance cover

On 17 December 2015, E.ON SE and Uniper Holding GmbH entered into an agreement regarding insurance cover under joint insurance policies. The agreement terminates either following the settlement of the last claim (including potential compensation for disadvantages) or as soon as assertion of a claim under a joint policy is no longer possible.

According to such agreement, the insurances specified are each to be taken out with a term starting on 1 January 2016 and ending at the time the spin-off takes effect, but at the latest on 31 December 2016, as joint insurance policies with both parties to the agreement as equal main policyholders and each having only individual rights and obligations under the insurance contract. Further entities of the E.ON Group and the Uniper Group may be included in the insurance, each of them as co-insured entities. For the duration of the agreement, the Uniper Group's entity in charge of insurance matters, Uniper Risk Consulting GmbH, will act as the joint broker for the joint insurance cover. The agreement provides for a voting procedure regarding additional insurance to be taken out to cover new risks and for compensation between the parties to the agreement in the event of lack of cover.

In addition, in view of the targeted listing of Uniper SE's shares, it is intended that prospectus liability insurance be taken out to include insurance cover for both the E.ON Group and the Uniper Group.

8.5 Procurement and sale of electricity and gas

Following the spin-off, Uniper Global Commodities SE, a subsidiary of Uniper SE, will be in charge of the procurement and sale of electricity and gas for both the Uniper Group and the E.ON Group. This applies to the E.ON Group until it has created its own procurement and marketing unit or function that will carry out the procurement and sale in Uniper Global Commodities SE's place, which will leave the E.ON Group as part of the separation of the Uniper Group.

8.5.1 Marketing of nuclear electricity generated in Germany

In the future, the German nuclear energy business will be managed by the current E.ON Kernkraft GmbH under the new name PreussenElektra GmbH ("**PreussenElektra**") as a separate operational unit having its seat in Hanover. PreussenElektra's nuclear power generated electricity will for the time being be marketed to Uniper Global Commodities SE. The contracts for PreussenElektra's supply of electricity to Uniper Global Commodities SE under procurement rights in Belgium, France and the Netherlands will remain substantially unchanged. For the supply of electricity in Germany, a separate electricity supply and service agreement is in place, which was modified and partly replaced – on a neutral basis in terms of value (*wertneutral*) for both parties – by several new agreements between Uniper Global Commodities SE and PreussenElektra. As a result, as from 1 January 2016, the volumes of electricity already marketed to Uniper Global Commodities SE for the years 2016 and 2017 (for the full, projected generation) as well as 2018 will be delivered to Uniper Global Commodities SE in the form of standard trading products.

In addition to this, further contracts relating to energy trading and distribution were entered into between PreussenElektra and Uniper Global Commodities SE. These include, *inter alia*, so-called forward contracts, which ensure that Uniper Global Commodities SE will buy the volumes of electricity marketed by PreussenElektra within the limits of the liquidity on the trading markets for the various traded periods (yearly, quarterly, monthly and weekly periods).

Furthermore, agreements in the form of a service agreement, a flexibility agreement and a reserve supply agreement are in place between PreussenElektra and Uniper Global Commodities SE, which govern the capacity planning of the

nuclear power plants by Uniper Global Commodities SE. The reserve supply agreement ensures that PreussenElektra will be able to perform its supply obligations under the commercial transactions entered into, in particular also in the event of a shutdown of the largest single plant. For this purpose, PreussenElektra pays Uniper Global Commodities SE a lump sum plus the costs for utilised services and work in the event of a request for reserve supply. In addition, an infrastructure agreement exists between PreussenElektra and Uniper Kraftwerke GmbH, based on which Uniper Kraftwerke GmbH largely covers the IT-related prerequisites for compliance with regulatory requirements of the energy market on behalf of PreussenElektra.

8.5.2 Marketing of renewable electricity generated by the E.ON Group

Following the spin-off, various agreements regarding the marketing of renewable electricity in Sweden, Great Britain, the USA and Germany will be in place between the E.ON Group and the Uniper Group.

For Sweden, the marketing of renewable electricity – in particular wind-generated electricity – for the E.ON Group by Uniper Global Commodities SE is based on agreements entered into between E.ON Vind Sverige AB and Uniper Global Commodities SE. These agreements will expire on 31 December 2016.

For Great Britain, the marketing of renewable electricity – in particular wind-generated electricity – for the E.ON Group by Uniper Global Commodities SE is based on the so-called Electricity Supply and Service Agreement entered into between E.ON UK PLC. and Uniper Global Commodities SE. This agreement will expire on 31 December 2016 at the latest.

In the USA, agreements on the marketing of renewable electricity are in place between Uniper Global Commodities North America LLC and E.ON Climate & Renewables US, which belong to the E.ON Group. Currently there is still no final decision whether the marketing will in the medium to long-term also be carried out through Uniper Global Commodities North America LLC, an own marketing unit of the E.ON Group or a third party. Therefore, the current agreements may potentially be continued even after the spin-off has taken effect.

For Germany, the marketing of renewable electricity – in particular wind-generated electricity – for the E.ON Group by Uniper Global Commodities SE is based on the agreements on general purchase and sale of electricity entered into between E.ON Deutschland GmbH and Uniper Global Commodities SE. These agreements will expire on 31 December 2016. Thereafter, the marketing is to be carried out through an own procurement and marketing unit of the E.ON Group.

8.5.3 Other agreements between the E.ON Group and the Uniper Group

Even after the spin-off, further contractual relationships in connection with the marketing and procurement of electricity and gas will be in place between the E.ON Group and the Uniper Group. More specifically, these are, *inter alia*, electricity and gas supply agreements freely agreed on arm's length terms as well as various service agreements (*inter alia* dispatch, technical processing and balancing services).

8.6 Other agreements

8.6.1 Joint pension management

Energie-Pensions-Management GmbH will be responsible for the pension management of both the E.ON Group and the Uniper Group. It will manage the companies' pension commitments, in particular those under the implementation alternatives of the company pension scheme in Germany. E.ON Beteiligungen GmbH, as a wholly owned subsidiary of E.ON SE, holds 70% and Uniper Holding GmbH, which will be an (indirect) wholly owned subsidiary of Uniper SE after the spin-off, holds 30% of the shares in Energie-Pensions-Management GmbH. For the management of Energie-Pensions-Management GmbH as a joint venture of the parties an independent consortium agreement is intended to be concluded and for the provision of services by Energie-Pensions-Management GmbH, it is intended that pension service agreements are concluded between the E.ON Group entities and the Uniper Group entities.

8.6.2 Lease agreements

Lease agreements and contracts of use as well as corresponding service agreements (if any) will continue to exist between the E.ON Group and the Uniper Group after the spin-off. These agreements primarily relate to the Uniper Group's Hanover, Essen and Regensburg sites. These agreements were in existence before the spin-off and were concluded at arm's length and will therefore remain effective in their current form until new decisions are made.

8.6.3 Service agreements

Numerous other service relationships exist between the E.ON Group's and the Uniper Group's entities. These are, for example, based on agreements on research services, construction planning and the provision of server services. If necessary under tax law, they were entered into at arm's length prior to the spin-off. If such service relationships and their contractual documentation, respectively, only became necessary as a result of the spin-off, corresponding contracts were also entered into at arm's length.

8.6.4 Other material agreements

Finally, other material agreements exist between the E.ON Group and the Uniper Group some of which will continue to exist after the spin-off has taken effect. Material in the aforementioned sense means agreements that either have an annual volume of more than EUR 10m or that relate to services of strategic relevance which, if ceased, would have an adverse effect on the operating activities. These are individual agreements on selective relationships, *inter alia* in the fields of sales, procurement, research and development, training, archiving and brand utilisation.

9 Consequences of the spin-off for the employees and employee representatives

9.1 Employees

On 31 March 2016, E.ON SE had approx. 860 employees. On 31 March 2016 Uniper SE had approx. 320 employees.

As the stake in Uniper Beteiligungs GmbH to be transferred is a 100% shareholding in a corporation, the spin-off under the Spin-off and Transfer Agreement does not result in any changes affecting the employees of E.ON SE and Uniper SE. The employment contracts will not be affected by the spin-off under the Spin-off and Transfer Agreement.

The spin-off has no consequences for the employees of the E.ON Group. They will remain employed by their respective companies.

In addition, the spin-off has no direct consequences for the employees of the Uniper Group whose sole holding company after the spin-off has taken effect will be Uniper SE. They will remain employed by their respective companies. The Uniper Group intends to continue to meet the increasing challenges of the market environment resulting from the development of the electricity and primary energy prices and their impact on the future profitability of the Uniper Group. For this purpose, group-wide optimisation programmes will be implemented, among others. Respective measures are being examined comprehensively at present, with the aim of completing such measures by 2018. The measures will probably encompass three components, namely cost reductions, analysis of capital expenditure and further optimisation of current assets. In addition, the Uniper Group intends to make portfolio sales for debt repayment purposes (see section 5.1.2 "*Segments and business segments of the Uniper Group*"). In total, these measures will lead to a reduction in the number of employees of the Uniper Group.

9.2 Operational structures

The operational structures within the entities of the E.ON Group and the Uniper Group will not be affected by the spin-off.

9.3 Memberships

E.ON SE and Uniper SE are members which are not bound by collective agreements (*Mitglieder ohne Tarifbindung*) of the Employers' Association for Energy-Sector Firms (*Arbeitgebervereinigung energiewirtschaftlicher Unternehmen e. V. – AVE*), Hanover, energy-sector bargaining unit (*Tarifgemeinschaft Energie*). These memberships will not be affected by this spin-off.

9.4 Consequences for employees' representation in terms of works constitution law

The bodies of employees' representation established within E.ON SE and the E.ON Group will not be affected by the spin-off under the Spin-off and Transfer Agreement. This applies in particular to the SE works council of E.ON SE ("**SE Works Council of E.ON SE**"), the group works council of E.ON SE ("**Group Works Council of E.ON SE**"), and the works councils and company-wide works councils established in the single companies, as well as the group council for severely disabled people (*Konzernschwerbehindertenvertretung*) established on the basis of the structural collective bargaining agreement (*Strukturtarifvertrag*) for the establishment of a group works council for the group of E.ON SE dated 30 November 2015 as well as the group youth and apprentice representation council (*Konzernjugend- und Auszubildendenvertretung*) and the joint company-wide cross-entity works council of second-tier subsidiaries and service companies (*gemeinsamer rechtsträgerübergreifender Gesamtbetriebsrat von Enkel- und Dienstleistungsunternehmen*) established on the basis of the structural collective bargaining agreement pursuant to section 3 of the German Works Constitution Act (*Betriebsverfassungsgesetz – BetrVG*) for the establishment of a joint company-wide

cross-entity works council of second-tier subsidiaries and service companies within the group of E.ON SE dated 30 November 2015.

The bodies of employees' representation currently established within Uniper SE and the Uniper Group will not be affected by the spin-off under the Spin-off and Transfer Agreement either. This applies in particular to the SE Works Council of Uniper SE, the group works council of Uniper ("**Group Works Council of Uniper**") and the company-wide works council of Uniper ("**Company-wide Works Council of Uniper**"), the establishment of which is based on the structural collective bargaining agreement for the establishment of a harmonised works council structure for the Uniper Group dated 8 July 2015 and the continued existence of which is based on the structural collective bargaining agreement for the establishment of an appropriate works council structure for the Uniper Group dated 30 November 2015, as well as the company-wide council for severely disabled people and the company-wide group youth and apprentice representation council. Should a group council for severely disabled people be established – which is possible – this council will not be affected by the spin-off, either.

The works council established for the business within Uniper SE will not be affected by the spin-off either.

When the spin-off takes effect, all entities of the Uniper Group will cease to be part of the E.ON Group. From that date, they will form the Uniper Group, which is a stand-alone group independent of the E.ON Group. This means that the representation of the respective employees by the Group Works Council of E.ON SE and the SE Works Council of E.ON SE will be terminated. Upon the Uniper Group leaving the group of E.ON SE, the composition of the Group Works Council of E.ON SE and of the SE Works Council of E.ON SE will change. When the spin-off takes effect, the employees of the Uniper Group will depart from the Group Works Council of E.ON SE and of the SE Works Council of E.ON SE. At present, this concerns a total of 12 employees.

Upon the Uniper Group leaving the group of E.ON SE, the composition of the group council for severely disabled people and of the group youth and apprentice representation council of E.ON SE will change. When the spin-off takes effect, the employees of the Uniper Group will depart from these councils. At present, this concerns a total of 6 employees.

9.5 Group shop agreements (*Konzernbetriebsvereinbarungen*)

The group shop agreements which are applicable at the time of the spin-off within the E.ON Group will not be affected by the spin-off. To the extent that the scope of application of a current group shop agreement of the E.ON Group includes Uniper SE and other entities of the Uniper Group, it is intended that a group shop agreement between the Group Works Council of Uniper and Uniper SE will be entered into as regards the agreement on the scope of application of the group shop agreements of E.ON SE according to which the aforementioned group shop agreements will continue to apply after the spin-off on the basis of their respective scope of application in the form of a group shop agreement for the entities of the Uniper Group.

The shop agreements and the company-wide shop agreements currently applicable within the E.ON Group and the Uniper Group will not be affected by the spin-off either.

9.6 Speakers' committees (*Sprecherausschüsse*)

Company speakers' committees (*Unternehmenssprecherausschüsse*), joint speakers' committees (*Gesamtsprecherausschüsse*) and speakers' committees (*Sprecherausschüsse*) for executive staff have been established within the E.ON Group. These will not be affected by the spin-off. They will continue to exist within the respective entities of the E.ON Group and of the Uniper Group after the spin-off has taken effect.

A group speakers' committee (*Konzernsprecherausschuss*) has been established within the E.ON Group. It will not be affected by the spin-off either. However, upon the Uniper Group leaving the E.ON Group, the composition of the group speakers' committee of the E.ON Group will change. Upon the spin-off taking effect, the employees of the Uniper Group will depart from the group speakers' committee. At present, this concerns 6 employees.

Company speakers' committees and speakers' committees for executive staff have been established within the Uniper Group. These will not be affected by the spin-off. In addition, a group speakers' committee has been established within the Uniper Group. The spin-off will not affect this committee either.

The speakers' committee of E.ON SE Group Management currently has a transitional mandate based on an agreement entered into by E.ON SE, Uniper AG, the speakers' committee Group Management E.ON SE and the speakers' committee Center of Competence E.ON SE dated 7 March 2016, and it represents the interests of Uniper SE's executive staff based on this mandate. This representation will end when a speakers' committee has been elected at Uniper SE.

9.7 Economic committees (*Wirtschaftsausschüsse*)

Economic committees have been established within the E.ON Group. They will not be affected by the spin-off and will continue to exist in the E.ON Group after the spin-off.

Economic committees have also been established within the Uniper Group. They will not be affected by the spin-off, either. They will continue to exist in the Uniper Group after the spin-off. The economic committee of the Company-wide Works Council of Uniper, the establishment of which is based on the structural collective bargaining agreement for the establishment of a harmonised works council structure for the Uniper Group dated 8 July 2015 and the continued existence of which is based on the structural collective bargaining agreement for the establishment of an appropriate works council structure for the Uniper Group dated 30 November 2015, will not be affected by the spin-off, either.

9.8 Consequences for the supervisory boards

The supervisory board established at E.ON SE, the members of which are appointed pursuant to the E.ON Involvement Agreement, will not be affected by the spin-off. The same applies to the supervisory board established at Uniper SE, the members of which are appointed pursuant to the Uniper Involvement Agreement. Upon the shares of Uniper SE being admitted to listing on the Frankfurt Stock Exchange, section 17 para. 2 of German Act on Implementing the Regulation (EC) no. 2157/2001 of the Council dated 8 October 2001 on the Statutes of the European Company (*Gesetz zur Ausführung der Verordnung (EG) Nr. 2157/2001 des Rates vom 8. Oktober 2001 über das Statut der Europäischen Gesellschaft*) will become applicable. Pursuant to this provision, the minimum proportion of men and of women among the members of the supervisory body must be 30% in each case; at least two representatives of each gender must be among the members of the supervisory board of Uniper SE on both the shareholders' side and on the employees' side.

This minimum proportion of 30% of the members of the supervisory body being women and men, respectively, has to be complied with in the case of possibly required new appointments for single or several seats in the supervisory body in accordance with the Uniper Involvement Agreement entered into on 12 January 2016, in each case separately on the employees' side and the shareholders' side (see section 2.5.6 "*Supervisory Board*").

No supervisory board has been established at Uniper Holding GmbH and Uniper Beteiligungs GmbH. This will not change as a result of the spin-off.

10 Explanation of the draft Spin-off and Transfer Agreement including annexes (*inter alia* framework agreement)

10.1 Spin-off and Transfer Agreement

The Spin-off and Transfer Agreement, which is attached in this Spin-off Report as Annex 1, is subdivided into eighteen clauses. Following an introductory preamble, the Spin-off and Transfer Agreement contains in clauses 1 to 4 general provisions as to the type of spin-off, the Spin-off Record Date, the effective transfer date for tax purposes, the spin-off balance sheet as well as the closing balance sheet and the postponement of effective dates. After that, the part of the assets transferred by E.ON SE to Uniper SE by way of spin-off is described and named in detail in clauses 5 to 9. Moreover, specific terms of the transfer are defined, such as the coming into effect of the spin-off. Clauses 10 to 12 deal with the granting of Uniper SE shares as consideration for the transfer of the Spin-off Assets and the planned capital measures of Uniper SE. Additionally, specific rights and benefits granted in connection with the spin-off are described. Clause 13 contains provisions under corporate law applicable to Uniper SE, namely provisions regarding Uniper SE's future articles of association as well as regarding an authorisation to acquire and use treasury shares and an authorisation to issue convertible or option bonds. The drafts of the articles of association and authorisations are attached as annexes to the Spin-off and Transfer Agreement. Clause 14 furthermore includes provisions regarding the framework agreement attached as an annex to the Spin-off and Transfer Agreement. The consequences of the spin-off for the employees and their representatives are described in clauses 15 and 16. Finally, clauses 17 and 18 contain provisions regarding costs and taxes as well as final provisions.

In the context of the explanations of the Spin-off and Transfer Agreement terms defined therein are used. References to annexes refer to annexes to the Spin-off and Transfer Agreement.

10.1.1 Transfer of assets by way of spin-off (clause 1)

Pursuant to clause 1.1, E.ON SE as transferring entity transfers a part of its assets specified in clause 5.1 of the Spin-off and Transfer Agreement as a whole to Uniper SE as acquiring entity by way of spin-off by absorption pursuant to section 123 para. 2 no. 1 of the German Conversion Act. In return, the shareholders of E.ON SE will be granted shares of Uniper SE (see section 10.1.10 "*Consideration, capital measures (clause 10)*"). The transfer by way of spin-off results in a so-called partial universal succession pursuant to section 131 para. 1 no. 1 of the German Conversion Act, meaning that Uniper SE will become the universal successor of E.ON SE with regard to the Spin-off Assets when the spin-off takes effect, a transfer of individual rights is therefore not being required.

Clause 1.2 clarifies that items which are not attributable to the Spin-off Assets under the Spin-off and Transfer Agreement or which are expressly excluded from the transfer will not be transferred to Uniper SE.

10.1.2 Spin-off Record Date and effective transfer date for tax purposes (clause 2)

Clause 2.1 defines the Spin-off Record Date as 1 January 2016, 0.00 hrs. The Spin-off Record Date is the time as at which E.ON SE's actions relating to the Spin-off Assets will be deemed to have been made for the account of Uniper SE (section 126 para. 1 no. 6 of the German Conversion Act). This means that the spin-off will be economically effective as of 1 January 2016, 0.00 hrs, and that E.ON SE and Uniper SE will put each other in the positions they would have been in if the Spin-off Assets had already passed to Uniper SE on 1 January 2016, 0.00 hrs.

Clause 2.2 refers to the effective transfer date for tax purposes for the spin-off. Pursuant to section 2 of the German Conversion Act, the effective transfer date for tax purposes results from the closing balance sheet used as the basis for the spin-off pursuant to sections 125 sentence 1, 17 para. 2 of the German Conversion Act, and therefore is 31 December 2015, 24.00 hrs.

10.1.3 Spin-off balance sheet and closing balance sheet (clause 3)

The basis for determining the items of assets and liabilities attributable to the Spin-off Assets is, pursuant to clause 3.1 of the Spin-off and Transfer Agreement, the spin-off balance sheet as of 1 January 2016, 0.00 hrs, included in the Spin-off and Transfer Agreement as Annex 3.1. In accounting terms, it reflects the assets of E.ON SE passing to Uniper SE by way of the spin-off. The spin-off balance sheet was derived from E.ON SE's annual balance sheet prepared as of 31 December 2015, which is part of E.ON SE's annual financial statements, which were audited without qualification by its auditor, PricewaterhouseCoopers Aktiengesellschaft, Wirtschaftsprüfungsgesellschaft, Düsseldorf, and approved on 8 March 2016 by E.ON SE's supervisory board.

Sections 125 sentence 1, 17 para. 2 of the German Conversion Act provide that a so-called closing balance sheet must be attached to the transferring entity's filing for registration of the spin-off in the commercial register. Clause 3.2 of the Spin-off and Transfer Agreement provides in this regard that the closing balance sheet is the audited annual balance sheet of E.ON SE as of 31 December 2015, 24.00 hrs.

Clause 3.3 provides that E.ON SE will include the Spin-off Assets in its closing commercial balance sheet at book values and in its transfer balance sheet for tax purposes at fair market values.

Uniper SE will include the Spin-off Assets in its commercial accounts at book value pursuant to clause 3.4 and in its tax balance sheet at the value contained in E.ON SE's transfer balance sheet for tax purposes.

10.1.4 Postponement of effective dates (clause 4)

If the spin-off has not been registered in the commercial register for E.ON SE at the Local Court of Düsseldorf by the expiry of 28 February 2017, the Spin-off Record Date and the effective transfer date for tax purposes will each be one year later pursuant to clause 4, i.e. the Spin-off Record Date will be postponed to 1 January

2017, 0.00 hrs, and the effective transfer date for tax purposes will be postponed to 31 December 2016, 24.00 hrs. Moreover, an audited balance sheet of E.ON SE prepared as at 31 December 2016, 24.00 hrs. will be the closing balance sheet used as the basis for the spin-off. In the case of any further delay in the registration beyond 28 February of the subsequent year, the Spin-off Record Date and the effective transfer date for tax purposes will each be another year later (so-called revolving effective date). This provision ensures flexibility should the spin-off not take effect by the end of 28 February 2017 due to unforeseen events. The revolving effective date is supplemented by a corresponding postponement of the profit participation rights under the shares issued in order to implement the spin-off (clause 10.2).

10.1.5 Spin-off Assets (clause 5)

The Spin-off Assets consist of E.ON SE's total stake in Uniper Beteiligungs GmbH as set forth in clause 5.1, comprising two shares, the share with the serial number 1 having a nominal value of EUR 25,000 as well as the share with the serial number 2 having a nominal value of EUR 1,000. Uniper Beteiligungs GmbH's only asset will be indirectly spun off with these shares, namely the share in Uniper Holding GmbH with the serial number 4. That share is equivalent to 53.35% of Uniper Holding GmbH's share capital.

Clause 5.2 clarifies that the spin-off of the stake will include all related rights and duties, especially the claim for a distribution of profits for the Transferred Shares in Uniper Beteiligungs GmbH to be spun off, and will be effected for the period as from the Spin-off Record Date.

Clause 5.3 provides, as a catch-all clause, for the obligation of E.ON SE and Uniper SE to take all actions that might additionally be necessary or appropriate in connection with the transfer of the Spin-off Assets.

10.1.6 Coming into effect, Closing Date (clause 6)

Under clause 6.1, the change in ownership of the rights in the shares in Uniper Beteiligungs GmbH as a whole, including the related rights and duties, takes place pursuant to section 131 para. 1 no. 1 of the German Conversion Act upon registration of the spin-off in E.ON SE's commercial register at the Local Court of Düsseldorf. The date of the registration giving effect to the change in ownership is defined as the "**Closing Date**". The Closing Date is thus different from the Spin-off Record Date (1 January 2016, 0.00 hrs).

Under clause 6.2, E.ON SE as the current sole shareholder of Uniper Beteiligungs GmbH undertakes not to adopt any shareholders' resolutions that would change Uniper Beteiligungs GmbH's share capital existing at the time of the conclusion of the Spin-off and Transfer Agreement. It further undertakes to work until the Closing Date towards Uniper Beteiligungs GmbH neither disposing of its shares in Uniper Holding GmbH nor adopting as a majority shareholder in Uniper Holding GmbH any shareholders' resolutions as a result of which Uniper Beteiligungs GmbH's share capital existing at the time of the Spin-off and Transfer Agreement would be changed, nor participating in any such shareholders' resolutions. E.ON SE further undertakes to ensure that withdrawals from Uniper Holding GmbH's capital reserve will only be made in proportion to the stakes of Uniper Beteiligungs GmbH (53.35%) and Uniper SE (46.65%) in Uniper Holding GmbH until the Closing Date.

These provisions serve to secure the participation quotas targeted for the time the spin-off takes effect, as well as an appropriate share allocation ratio and thus protection of E.ON SE's shareholders.

Clause 6.3 governs E.ON SE's duties in the transitional period between the conclusion of the Spin-off and Transfer Agreement and the Closing Date with regard to the Spin-off Assets. It provides that E.ON SE may only administer the Spin-off Assets in the ordinary course of business and with the diligence of a prudent businessman as well as in line with the provisions of the agreement, and may not dispose of these items. The provision thus protects Uniper SE and hence eventually also the shareholders of E.ON SE.

10.1.7 Catch-all provisions (clause 7)

Clause 7.1 ensures that E.ON SE will transfer the Spin-off Assets to Uniper SE by way of a separate *in rem* transfer, to the extent that they will as an exception not pass to Uniper SE upon registration of the spin-off in E.ON SE's commercial register. Uniper SE is obliged to consent to the transfer. The two companies will treat each other in their internal relationship as if the transfer had occurred vis-à-vis third parties as of the Spin-off Record Date. Thus the clause is merely a precautionary catch-all clause.

Clause 7.2 supplements clause 7.1 by providing that in connection with a transfer pursuant to clause 7.1 E.ON SE and Uniper SE must initiate all necessary or appropriate measures and legal actions and co-operate in these measures in order to transfer the Spin-off Assets.

Clause 7.3 provides that claims under clause 7 will become time-barred at the end of 31 December 2031 and that sections 203 et seq. of the German Civil Code (suspension of limitation, suspension of expiry of limitation and recommencement of limitation) will apply.

10.1.8 Creditor protection and internal settlement (clause 8)

E.ON SE will be jointly and severally liable, together with Uniper SE, pursuant to section 133 para. 1 and 3 of the German Conversion Act for liabilities which are transferred to Uniper SE in the course of the spin-off, provided that such liabilities fall due within five years after the publication of the registration of the spin-off in the commercial register of E.ON SE and that claims based thereon as against E.ON SE are determined in any form as specified in section 197 para. 1 nos. 3 to 5 of the German Civil Code or judicial or administrative enforcement measures are executed or applied for. In the case of liabilities under public law, an administrative act being issued is sufficient. As regards pension obligations based on the German Company Pension Act, the period referred to is extended from five to ten years. Clause 8.1 determines in this regard in addition to the statutory provisions that Uniper SE must indemnify E.ON SE on first demand if and to the extent that, based on the provisions of section 133 of the German Conversion Act or other provisions, creditors assert claims against E.ON SE under liabilities, obligations or relationships involving liability that will be transferred to Uniper SE in accordance with the provisions of the Spin-off and Transfer Agreement. The same applies in the event that creditors assert claims against E.ON SE to provide security for such liabilities, obligations or relationships involving liability. However, consideration

must be given to the fact that no liabilities, obligations or relationships involving liability are being directly spun off from E.ON SE.

Uniper SE will be jointly and severally liable, together with E.ON SE, pursuant to section 133 para. 1 and 3 of the German Conversion Act for liabilities remaining with E.ON SE which were created prior to the spin-off taking effect, provided that such liabilities fall due within five years after the publication of the registration of the spin-off in the commercial register of E.ON SE and that claims based thereon as against Uniper SE are determined in any form as specified in section 197 para. 1 nos. 3 to 5 of the German Civil Code or judicial or administrative enforcement measures are executed or applied for. In the case of liabilities under public law, an administrative act being issued is sufficient. As regards pension obligations based on the German Company Pension Act the period referred to is extended from five to ten years. To the extent that, based on the provisions of section 133 of the German Conversion Act or other provisions, creditors assert claims against Uniper SE under liabilities or obligations of E.ON SE or relationships involving liability of E.ON SE, pursuant to clause 8.2 of the Spin-off and Transfer Agreement, E.ON SE will indemnify Uniper SE on first demand against the respective liability, obligation or liability. The same applies in the event that creditors assert claims against Uniper SE to provide security for such liabilities, obligations or relationships involving liability.

This is a standard provision between companies involved in a spin-off regarding the internal settlement of the statutory liability pursuant to section 133 of the German Conversion Act. With this statutory provision, the legislature intends to prevent that the external creditors are deprived of liable assets as a result of the spin-off.

10.1.9 Warranty (clause 9)

Clause 9 of the Spin-off and Transfer Agreement conclusively governs Uniper SE's warranty claims and excludes the statutory provisions to the extent legally permissible. Except for the cases described in clause 9, this limits E.ON SE's liability to the mandatory level provided by law.

In clause 9.1, E.ON SE warrants vis-à-vis Uniper SE that E.ON SE is the holder of the shares in Uniper Beteiligungs GmbH on the Closing Date and is entitled to freely dispose of these shares, and that the shares are not encumbered by rights of third parties. Pursuant to clause 9.1, no further condition is agreed with regard to the Spin-off Assets. By way of precaution it is also clarified that no specific qualities or value of Uniper Holding GmbH's business are agreed.

Clause 9.2 excludes to the extent legally permissible all claims, rights and warranties that might exist pursuant to statutory provisions or otherwise in addition to those mentioned in clause 9.1.

10.1.10 Consideration, capital measures (clause 10)

Clause 10.1 of the Spin-off and Transfer Agreement governs the consideration for the transfer of the Spin-off Assets in line with the provisions of section 126 para. 1 nos. 3 and 4 of the German Conversion Act. According to this clause, the shareholders of E.ON SE are granted one no-par value registered share in Uniper SE for every ten no-par value registered shares in E.ON SE based on their

previous stake (on a *pro rata* basis). Altogether, the shareholders of E.ON SE are granted 195,239,660 no-par value registered shares in Uniper SE. The fact that the 48,603,400 shares held by E.ON SE as treasury shares do not qualify for an allocation of shares in Uniper SE pursuant to section 131 para 1 no. 3 sentence 1 of the German Conversion Act was taken into account in this context. E.ON SE will ensure that on the Closing Date the total number of issued shares in E.ON SE will be 2,001,000,000 and the number of treasury shares not qualifying for an allocation pursuant to section 131 para. 1 no. 3 sentence 1 of the German Conversion Act will be exactly 48,603,400. This ensures that the new shares in Uniper SE intended for the implementation of the spin-off will be sufficient to make an allocation to all shareholders of E.ON SE who are entitled to an allocation. To the extent necessary, the exact adjustment of the number of shares qualifying for an allocation will take place by acquiring or selling treasury shares on the stock exchange. No additional cash payment will be made.

Pursuant to clause 10.2 of the Spin-off and Transfer Agreement, the shares to be granted to the shareholders of E.ON SE are entitled to participate in profits as from the financial year starting on 1 January 2016 (section 126 para. 1 no. 5 of the German Conversion Act). If the Spin-off Record Date is postponed pursuant to clause 4, the beginning of the profit participation right conferred by the shares to be granted also will be postponed accordingly (see section 10.1.4 "*Postponement of effective dates (clause 4)*").

Clause 10.3 governs how the shares to be granted to E.ON SE's shareholders will be created. To implement the spin-off, Uniper SE will increase its share capital by EUR 331,907,422.00 to EUR 622,132,000.00 by issuing 195,239,660 no-par value registered shares. Each of these shares will account for a portion of EUR 1.70 of Uniper SE's share capital. The capital increase will be effected by means of a non-cash contribution, with the subscription right of the previous sole shareholder, E.ON Beteiligungen GmbH, being excluded. Pursuant to the provisions of the German Conversion Act, the spin-off may only be registered following registration of the implementation of this capital increase in Uniper SE's commercial register (sections 125 sentence 1, 66 of the German Conversion Act).

Clause 10.4 clarifies that the non-cash contribution will be rendered through the transfer of the Spin-off Assets. Clause 10.4 further governs the accounting treatment of a value of the non-cash contribution that exceeds the nominal value of the shares issued: To the extent the value at which the non-cash contribution rendered by E.ON SE is assumed by Uniper SE, i.e. the book value determined pursuant to the provisions of the German Commercial Code of the two shares in Uniper Beteiligungs GmbH held by E.ON SE, exceeds the amount of the capital increase, that amount will be allocated to the capital reserves of Uniper SE pursuant to section 272 para. 2 no. 1 of the German Commercial Code.

Under sections 125 sentence 1, 71 para. 1 sentence 1 of the German Conversion Act, the transferring entity must appoint a trustee to receive the shares to be granted. Clause 10.5 of the Spin-off and Transfer Agreement provides that Morgan Stanley Bank AG, Frankfurt am Main, will be appointed as trustee for the receipt of the shares in Uniper SE to be granted and for distributing them to the shareholders of E.ON SE. The trustee will be granted possession of the shares to be granted prior to the registration of the spin-off. At the same time, Morgan Stanley Bank AG

will be instructed to deliver the shares to the shareholders of E.ON SE after registration of the spin-off in E.ON SE's commercial register.

Immediately after the spin-off has taken effect, the fungibility of the shares in Uniper SE is to be ensured by having them admitted to stock exchange trading. This is intended to ensure that equivalent rights are granted to E.ON SE's shareholders. Clause 10.6 obliges E.ON SE and Uniper SE to take all necessary steps in order to have the shares in Uniper SE admitted to trading in the sub-segment of the Regulated Market with additional post-admission obligations (*Prime Standard*) of the Frankfurt Stock Exchange.

10.1.11 Granting of special rights (clause 11)

Clause 11 clarifies that no special rights pursuant to section 126 para. 1 no. 7 of the German Conversion Act have been granted to individual shareholders or special rights holders of the acquiring entity, Uniper SE, and that no measures pursuant to the aforementioned provision are planned to the benefit of such persons.

10.1.12 Granting of special benefits (clause 12)

Clause 12 describes the granting of special benefits within the meaning of section 126 para. 1 no. 8 of the German Conversion Act.

The subject of clause 12.1 is a special incentive promised by Uniper SE's supervisory board to the members of Uniper SE's board of management – Klaus Schäfer, Christopher Delbrück, Keith Martin and Eckhardt Rümmler – in March 2016. The payment and the amount of it depend on the spin-off taking effect. Preconditions for the payment of the special incentive are that E.ON SE's general meeting will approve the spin-off in June 2016 and that the spin-off has been registered in the commercial register of E.ON SE until end of March 2017 at the latest. The amount of the payment will depend, *inter alia*, on the market capitalisation, the rating and the value (enterprise value/EBITDA) of Uniper SE as compared to a defined peer group. Uniper SE's supervisory board will assess these success criteria – also taking into account the general market conditions. In addition, the supervisory board will take into account the individual contributions of the members of the board of management by way of discretionary judgement. For Klaus Schäfer the target value is EUR 1.24m and for Christopher Delbrück, Keith Martin and Eckhardt Rümmler the target value is EUR 700,000 each. Taking into account the abovementioned success criteria, the amount paid may be between 50% and 150% of the target value. The special incentive will be granted on condition that the members of the board of management have expressed their willingness to set up a portfolio in Uniper-shares within the scope of shares holding obligations. Thereunder, the members of the board of management must hold Uniper-shares at the value 100% of their annual basic remuneration during their term of office. The period for the set-up of the respective portfolio of shares amounts to a maximum of four years from the time of the registration of the spin-off in the commercial register of E.ON SE. In the event of an early departure of a member of the board of management before expiry of a period of four years following the spin-off taking effect, a staggered reimbursement of the special incentive *pro rata temporis* is provided.

Clause 12.2 describes which positions in Uniper SE's board of management and supervisory board were filled with members of E.ON SE's board of management. The chairman of E.ON SE's board of management, Dr Johannes Teysen, as well as the members of E.ON SE's board of management, Dr Bernhard Reutersberg and Michael Sen, were elected into Uniper SE's supervisory board as shareholder representatives on 23 March 2016. In addition, Dr Bernhard Reutersberg, who will resign from his office as member of E.ON SE's board of management with effect from 30 June 2016, was elected chairman of the supervisory board of Uniper SE on 4 April 2016. In agreement with E.ON SE's supervisory board, Klaus Schäfer resigned from his office as member of E.ON SE's board of management with effect from 31 December 2015 and was appointed chairman of Uniper AG's board of management with effect from 30 December 2015 on 22 December 2015 as well as chairman of Uniper SE's board of management on 4 April 2016.

Clause 12.3 describes that E.ON SE's long term incentive programme ("LTI") will be settled prematurely with regard to Klaus Schäfer, Christopher Delbrück and Eckhardt Rümmler upon the spin-off taking effect, and that the LTI tranches ongoing insofar will be paid out. As a consequence thereof, settlement of the virtual E.ON shares assigned to Klaus Schäfer, Christopher Delbrück and Eckhardt Rümmler will be effected based on the closing E.ON share price determined at the premature maturity date and on an prematurely calculated dividend equivalent:

Name	Number of virtual E.ON shares	Value when granted
Klaus Schäfer	118,820	EUR 1,354,046
Christopher Delbrück	57,436	EUR 638,933
Eckhardt Rümmler	54,130	EUR 595,056

The paid out amounts will substantially depend on the performance of the E.ON share price, on E.ON SE's return on average capital employed (ROACE) before exceptional items and on the dividend payments and may thus differ – potentially in a significant way – from the amounts stated.

Finally, clause 12.4 describes that in connection with the listing of the shares of Uniper SE it is E.ON SE's and Uniper SE's intention to take out insurance that is customary in the market regarding the risks typically associated with a listing. The insurance will, *inter alia*, also cover the members of E.ON SE's and Uniper SE's board of management and supervisory board. The parties will agree the insurance cover in relation to the persons and events to be covered, the amount of cover, the insurance premium and its internal distribution.

- 10.1.13** Articles of association of Uniper SE, authorisation pursuant to section 71 para. 1 no. 8 of the German Stock Corporation Act and authorisation pursuant to section 221 of the German Stock Corporation Act (clause 13)

Pursuant to clause 13.1, E.ON SE as the sole shareholder of Uniper SE's sole shareholder, E.ON Beteiligungen GmbH, undertakes to instruct the latter (i) to adopt a resolution prior to the spin-off taking effect at Uniper SE's general meeting to change Uniper SE's articles of association to the version included in annex 13.1 and (ii) to ensure that this change of the articles of association will be registered in

the commercial register after the spin-off has taken effect. These articles of association of Uniper SE comprise the standard provisions for a German listed company (see section 5.3.4 "*Uniper SE's articles of association*").

Pursuant to clause 13.2, E.ON SE as the sole shareholder of Uniper SE's sole shareholder, E.ON Beteiligungen GmbH, undertakes to instruct E.ON Beteiligungen GmbH to resolve prior to the spin-off taking effect on the authorisation of Uniper SE attached as annex 13.2 to acquire and use treasury shares pursuant to section 71 para. 1 no. 8 of the German Stock Corporation Act.

Moreover, E.ON SE undertakes pursuant to clause 13.3 to instruct E.ON Beteiligungen GmbH in its aforementioned function to resolve prior to the spin-off taking effect on the authorisation of Uniper SE attached as annex 13.3 to issue convertible/option bonds pursuant to section 221 of the German Stock Corporation Act.

10.1.14 Framework agreement (clause 14)

Clause 14 describes the conclusion of the framework agreement between E.ON SE and Uniper SE, which is attached as annex to the Spin-off and Transfer Agreement (see section 10.2 "*Framework agreement regarding the creation of the E.ON and Uniper business divisions*").

10.1.15 Consequences of the spin-off for the employees and their representatives (clause 15)

Clauses 15.1 to 15.15 of the Spin-off and Transfer Agreement describe the consequences of the spin-off for the employees and their representatives in accordance with the statutory requirements pursuant to section 126 para. 1 no. 11 German Conversion Act. Reference is made to the explanations in sections 9.1 "*Employees*" to 9.7 "*Economic committees (Wirtschaftsausschüsse)*" and in clauses 15.1 to 15.15 of the Spin-off and Transfer Agreement.

10.1.16 Consequences of the spin-off for the co-determination at board level/supervisory boards (clause 16)

Clauses 16.1 and 16.2 of the Spin-off and Transfer Agreement describe the consequences of the spin-off for the co-determination at board level/supervisory boards. Reference is made to the explanations in section 9.8 "*Consequences for the supervisory boards*" and in clause 16 of the Spin-off and Transfer Agreement.

10.1.17 Costs and taxes (clause 17)

Clause 17.1 of the Spin-off and Transfer Agreement contains provisions on costs. E.ON SE generally bears the costs incurred by notarisation of the Spin-off and Transfer Agreement and its implementation up to the Closing Date (including the costs for the joint Spin-off Report, the spin-off audit and the planned listing as well as in each case the related costs for advisers and banks). Excluded are the costs for the respective general meetings and the costs for filing with and registration in the respective commercial register. Each contracting party will bear these costs itself.

As far as taxes are concerned, pursuant to clause 17.2, Uniper SE will bear the transaction taxes arising upon notarisation of the Spin-off and Transfer Agreement and its implementation, in particular also any real estate transfer taxes (subject as

provided in the last sentence of this paragraph). Otherwise the contracting party being the taxpayer under the tax laws bears the taxes arising upon notarisation of the Spin-off and Transfer Agreement and its implementation. This applies in particular to the extent the spin-off leads to a violation of lock-up periods under real estate transfer tax law.

10.1.18 Final provisions (clause 18)

Clause 18 contains the final provisions. Clause 18.1 determines that the Spin-off and Transfer Agreement only takes effect if the general meetings of both E.ON SE and Uniper SE approve it.

Clause 18.2 furthermore governs that generally all disputes in connection with the Spin-off and Transfer Agreement or about its validity will be finally decided in arbitration proceedings under the Rules of Arbitration of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V. – DIS*) to the exclusion of the jurisdiction of state courts (with the exception of interim relief measures). The place of arbitration will be Düsseldorf.

Clause 18.3 clarifies that the annexes also constitute integral parts of the agreement.

Clause 18.4 contains a standard provision as to the requirements regarding the form of amendments and supplements to the Spin-off and Transfer Agreement.

Clause 18.5 contains the standard provision on replacing any invalid or unenforceable provisions in the agreement with a provision that best reflects the parties' intent (so-called severability clause).

10.2 Framework agreement regarding the creation of the E.ON and Uniper business divisions

For the purpose of completing the intra-group restructuring to create the E.ON and Uniper business divisions under E.ON SE, E.ON SE and Uniper SE entered into a framework agreement that is attached as annex 14 to the Spin-off and Transfer Agreement. The framework agreement thus concludes the creation of the business divisions, which was largely completed by 1 January 2016. The purpose of the framework agreement is to stipulate supplementary provisions regarding issues not yet fully governed by provisions after the creation of the business divisions. The framework agreement does not apply to issues that were already governed by provisions agreed between the parties.

Following an introductory preamble, the framework agreement is subdivided into six parts. Part I (clauses 1 to 4) contains supplementary provisions regarding the creation of the business divisions, part II (clauses 5 to 9) governs the future allocation of liability between the business divisions, part III (clauses 10 to 13) governs continuous relations of the business divisions, part IV (clause 14) governs co-operation duties, part V (clauses 15 to 18) contains provisions regarding the implementation of the framework agreement and part VI (clauses 19 to 21) contains miscellaneous provisions regarding the scope of the agreement and the form of amendments.

The following summary of the provisions of the framework agreement does not constitute an aid for the interpretation of wordings in the framework agreement but explains the content of provisions. As regards the details of the framework agreement reference is made to the framework agreement.

10.2.1 Conclusive allocation of assets (clauses 1 and 2)

The framework agreement's provisions follow the principle that the assets allocated to the Uniper business unit, the E.ON business unit or, at least temporarily, to both business units as at 1 January 2016 were conclusively allocated and that subsequent transfers or a granting of rights of use or access are not intended (clause 1). Although the intention is that the contracting parties will generally be able to negotiate in relation to a subsequent modification of the allocation when necessary, no claim will exist that a certain measure be taken (clause 2).

10.2.2 Replacement of security and assumption of contractual obligations (clauses 3 and 7)

If security provided by entities of one business unit to entities of the other business unit exists, it generally needs to be replaced. Solely exempt from this replacement obligation is security provided under or in connection with agreements regarding the purchase or sale of shares in entities or assets. However, unless expressly provided otherwise, the entity providing security must in any case be indemnified against claims under such security.

In addition to clause 3, clause 7 governs the indemnification against the provision of security not yet provided, but which an entity already undertook to provide vis-à-vis third parties for liabilities of an entity of the respective other business unit.

10.2.3 Taxes (clause 4)

Clause 4 contains provisions on tax-law matters. In particular, the tax provisions have to be seen in the light of the fact that many Uniper Group entities formed part of the E.ON Group's tax group until 31 December 2015, which is why any subsequent amendments to the tax assessment of a Uniper Group entity relating to tax years until and including 2015 may directly affect the tax position of E.ON SE (as a result of a tax audit, for example). Given these interdependencies of both groups' tax positions, Uniper SE undertakes to refund to E.ON SE any reduced tax burdens collected for the tax years as from 2016 and affecting the cash item of the balance sheet, which result from a subsequent increase in E.ON SE's tax assessment. The same applies in the case of additional tax burdens for Uniper SE resulting from a subsequent reduction in E.ON SE's tax assessment; such additional tax burdens for Uniper SE have to be refunded by E.ON SE. In addition, there are duties as to conduct and reimbursement in connection with the tax authorities' subsequent refusal to recognise the tax group and in connection with lock-up periods under income tax law which are applicable to shares in Uniper Group entities and result in an increased taxable income of E.ON SE or another E.ON Group entity if a lock-up period is violated. However, all tax refund claims may only be asserted if a separate minimum threshold has been exceeded.

Finally, duties are provided for as to conduct, notification and disclosure in connection with the declaration of taxes and appeals against tax assessments to ensure that the respective other party's interests as regards its tax position are safeguarded.

10.2.4 General provisions on liability (clause 5)

The framework agreement stipulates in clause 5 the principle that each contracting party is liable for the risks, liabilities, entities and assets allocated to its business unit on or from 1 January 2016. Solely exempt from this principle are liabilities that

were caused after 1 January 2016 by the respective other contracting party and the business unit allocated to it. The contracting party liable under this principle must indemnify the entities of the respective other business unit against claims of third parties.

10.2.5 Warranties (clause 6)

No warranties will be provided for transferred entities and assets beyond what has already been agreed on in the context of the creation of the business divisions. Corresponding claims under such agreements are to be asserted solely through the contracting parties in the future, in order to avoid uncoordinated assertion of claims between individual entities.

10.2.6 Procedure in the event of an indemnification obligation, scope of the indemnification claim (clauses 8 and 9)

Clause 8 governs the procedure and the bearing of costs in the event of a claim against an entity of the business unit of a contracting party due to liabilities which this entity is to be indemnified from by the contracting party of the other business unit. The scope of indemnification claims according to the framework agreement is governed by clause 9. It contains provisions regarding which items are subject to an indemnification claim and also regarding the exempt amounts that need to be reached before claims can be asserted. As compensation for the indemnification obligation, the party obliged to indemnify is to be granted such services or financial benefits which the entity of the business unit being entitled to indemnification is entitled to receive in the event of indemnification.

10.2.7 Subsidies, state aid (clause 10)

If subsidies or state aid are withdrawn due to the creation of the business divisions or due to the spin-off, none of the contracting parties and no entity of their respective business unit are to be liable therefor. The contracting parties will cooperate, to the extent legally permissible, in the re-application for the subsidies or state aid.

10.2.8 Insurance benefits (clause 11)

If a damage event occurs at an entity of one business unit but an entity of the respective other business unit has a claim for an insurance benefit regarding such damage, clause 11 provides for the co-operation between the contracting parties in order to successfully assert the claim for insurance benefit and to distribute such insurance benefit to the damaged entity.

10.2.9 Documents, data (clause 12), confidential information (clause 13)

The provisions in clause 12 concern the surrender and migration of documents and data between the entities of both business units. Thereunder, a retention of documents and data for the respective other business unit is permissible after expiry of the statutory retention periods, unless prohibited under data protection law. Clause 12 furthermore contains provisions regarding rights to inspect and access documents and data between the E.ON and the Uniper business unit.

Also related to the set of provisions on documents and data is the confidentiality agreement in clause 13, pursuant to which information about the respective other

business unit must generally be treated confidentially. The clause contains standard provisions on confidentiality.

10.2.10 Co-operation duties (clause 14)

Clause 14 contains general provisions on the co-operation duties of the contracting parties. The intention in line with clause 2 is that the contracting parties will be able to enter into negotiations. However, no claim will exist that further specific acts of co-operation be taken. Solely exempt from this is the support, to the extent legally permissible, in the event of administrative proceedings and lawsuits, which require, for example, information from the other business unit in order to be conducted successfully. In addition, the clause provides for an obligation of the parties to ensure that the share allocation ratio in the context of the spin-off will not change in the event of a postponement of the Spin-off Record Date.

10.2.11 Assertion and satisfaction of claims (clause 15)

The provisions of clause 15 contain agreements regarding the assertion and satisfaction of claims between the contracting parties. In general, claims and obligations under the framework agreement apply solely to the contracting parties, and it is solely the contracting parties' duty to ensure the performance of the obligations under the framework agreement within their respective business unit. An influence cannot be demanded only to the extent that an entity or asset has subsequently left its respective business unit. However, if claims under the framework agreement are based on the allocation of an entity or asset to a business unit, such claims also arise or continue to exist if the respective entity or asset leaves or already has left the respective business unit.

10.2.12 Limitation (clause 16)

Claims under the framework agreement will become time-barred at the end of 31 December 2026.

10.2.13 Co-ordination committee (clause 17) and resolution of disputes (clause 18)

The contracting parties will establish a co-ordination committee for supervision of compliance with the framework agreement and as a first body to be called in the event of disputes under the framework agreement; clause 17 governs the details regarding the organisation and procedures of a co-ordination committee.

Clause 18 governs the procedure for the resolution of disputes between the contracting parties. The objective of the procedure is to reach an amicable settlement. If neither the co-ordination committee nor the chairmen of the boards of management of the contracting parties reached an agreement on the disputed points, those points will finally be decided by a court of arbitration pursuant to the Rules of Arbitration of the German Institution of Arbitration (*Schiedsgerichtsordnung der Deutschen Institution für Schiedsgerichtsbarkeit e.V. (DIS)*), as amended. Recourse to the ordinary courts of law will be excluded, with the exception of interim relief measures.

10.2.14 Other provisions (clauses 19 to 21)

The framework agreement contains at its end standard provisions regarding the commencement of the agreement, its interpretation (both in clause 19) and its

geographical scope (clause 20). Furthermore, clause 21 contains a standard written form requirement.

E.ON SE

The Board of Management

Düsseldorf, this 18 April 2016

[signature]

Dr Johannes Teysen

[signature]

Dr Bernhard Reutersberg

[signature]

Dr Karsten Wildberger

[signature]

Dr-Ing. Leonhard Birnbaum

[signature]

Michael Sen

Uniper SE

The Board of Management

Düsseldorf, this 18 April 2016

[signature]

Klaus Schäfer

[signature]

Eckhardt Rümmler

[signature]

Christopher Delbrück

[signature]

Keith Martin

Spin-off and Transfer Agreement

between

E.ON SE, Düsseldorf,
– hereinafter also referred to as “**Transferring Entity**” –
as Transferring Entity

and

Uniper SE, Düsseldorf,
– hereinafter also referred to as “**Acquiring Entity**” –
as Acquiring Entity

– hereinafter collectively referred to as “**Parties**” –

Preamble

- (A) E.ON SE, having its registered office in Düsseldorf, is registered in the commercial register (*Handelsregister*) of the Local Court (*Amtsgericht*) of Düsseldorf under no. HRB 69043. At the date of this Spin-off and Transfer Agreement, the share capital of E.ON SE amounts to €2,001,000,000 and is divided into 2,001,000,000 no-par value registered shares. At the date of this Spin-off and Transfer Agreement, E.ON SE holds 48,603,400 treasury shares.
- (B) Uniper SE, having its registered office in Düsseldorf, is registered in the commercial register of the Local Court of Düsseldorf under no. HRB 77425. At the date of this Spin-off and Transfer Agreement, the share capital of Uniper SE amounts to €290,224,578 and is divided into 170,720,340 no-par value registered shares. E.ON Beteiligungen GmbH, having its registered office in Düsseldorf and registered in the commercial register of the Local Court of Düsseldorf under no. HRB 33888, holds all of the 170,720,340 shares in Uniper SE. E.ON SE is the sole shareholder of E.ON Beteiligungen GmbH. There is a domination and profit and loss transfer agreement in place between E.ON SE as dominating company and E.ON Beteiligungen GmbH as dominated company.
- (C) Given the ongoing fundamental changes in the energy markets, E.ON SE (together with its subsidiaries, hereinafter referred to as the “**E.ON Group**”) decided on the

course of a new strategic orientation of the E.ON Group to combine the traditional energy business, consisting of the business areas conventional generation (including hydropower, but excluding the German nuclear energy activities), global energy trading (in particular the distribution of electricity and gas) and power generation in Russia as well as the operation of the Yuzhno Russkoye gas field, into a new, independent company, Uniper SE (together with its subsidiaries, hereinafter referred to as the “**Uniper Group**”) and to subsequently spin off the majority stake in the Uniper Group to the shareholders of E.ON SE. Immediately after the spin-off has taken effect, the shares in Uniper SE shall be admitted to trading on the Frankfurt Stock Exchange. For the time being, E.ON SE intends to continue to hold an indirect stake in Uniper SE, which will be listed in the future, through its subsidiary, E.ON Beteiligungen GmbH. It is intended to dispose of E.ON SE’s remaining indirect stake in Uniper SE in the medium term.

- (D) In order to make the traditional energy business independent, E.ON SE has, in legal and organisational terms, bundled the activities pertaining to this business under Uniper Holding GmbH, having its registered office in Düsseldorf and registered in the commercial register of the Local Court of Düsseldorf under no. HRB 74963.
- (E) At the date of this Spin-off and Transfer Agreement, the share capital of Uniper Holding GmbH amounts to €21,150,000 and is divided into four shares – the share with the serial number 1 having a nominal value of €25,000, the share with the serial number 2 having a nominal value of €3,475,000, the share with the serial number 3 having a nominal value of €6,366,475 as well as the share with the serial number 4 having a nominal value of €11,283,525. At the date of this Spin-off and Transfer Agreement, 46.65% of the share capital (corresponding to the shares with the serial numbers 1 to 3) is held by Uniper SE. The remaining 53.35% of the share capital (corresponding to the share with the serial number 4) is held by Uniper Beteiligungs GmbH, having its registered office in Düsseldorf and registered in the commercial register of the Local Court of Düsseldorf under no. HRB 60308.
- (F) The share capital of Uniper Beteiligungs GmbH amounts to €26,000 and is divided into two shares – the share with the serial number 1 having a nominal value of €25,000 as well as the share with the serial number 2 having a nominal value of €1,000. Both shares are held by E.ON SE. The stake in Uniper Holding GmbH is the sole asset of Uniper Beteiligungs GmbH.
- (G) By means of this Spin-off and Transfer Agreement, E.ON SE as Transferring Entity intends to transfer all shares in Uniper Beteiligungs GmbH with all rights and obligations to Uniper SE as Acquiring Entity by way of spin-off by absorption pursuant to section 123 para. 2 no. 1 of the German Conversion Act (*Umwandlungsgesetz – UmwG*) (hereinafter referred to as “**German Conversion Act**”) (hereinafter also referred to as the “**Spin-off**”). As a result of this Spin-off, Uniper SE will hold all shares in Uniper Holding GmbH, in part directly and in part indirectly through Uniper Beteiligungs GmbH.
- (H) As consideration for the Spin-off, it is intended that Uniper SE will grant a total of 195,239,660 registered no-par-value shares in Uniper SE to the shareholders of E.ON SE in accordance with this Spin-off and Transfer Agreement. The shares to be granted to the shareholders of E.ON SE in order to implement the Spin-off shall be equivalent to 53.35% of the future share capital of Uniper SE existing after the Spin-off. The remaining 46.65% of the future share capital of Uniper SE will be

held by E.ON Beteiligungen GmbH and thus indirectly by E.ON SE upon the Spin-off taking effect.

- (I) It is intended that, immediately after the Spin-off has taken effect, all shares in Uniper SE will be admitted to trading on the regulated market of the Frankfurt Stock Exchange in the sub-segment of the regulated market with additional post-admission obligations (Prime Standard).
- (J) Together with this Spin-off and Transfer Agreement, the Parties enter into a framework agreement which completes the measures taken prior to the Spin-off to create the Uniper Group. By means of this framework agreement, any claims of the Parties that may arise as a result of the Uniper Group being part of the E.ON Group until the Spin-off takes effect are brought under the scope of uniform and efficient provisions.

Now therefore, E.ON SE and Uniper SE agree as follows:

1 Transfer of assets by way of spin-off

- 1.1** E.ON SE as Transferring Entity transfers the part of its assets which is specified in detail in clause 5.1 of this Spin-off and Transfer Agreement with all rights and obligations (hereinafter also referred to as the “**Spin-off Assets**”) as a whole to Uniper SE as Acquiring Entity by way of spin-off by absorption pursuant to section 123 para. 2 no. 1 of the German Conversion Act in return for the granting of shares in Uniper SE to the shareholders of E.ON SE pursuant to clause 10 of this Spin-off and Transfer Agreement (spin-off by absorption on a pro-rata basis).
- 1.2** Items of assets and liabilities and other rights and obligations or legal positions of E.ON SE which are not attributable to the Spin-off Assets under this Spin-off and Transfer Agreement or are expressly excluded from the transfer in this Spin-off and Transfer Agreement will not be transferred to Uniper SE.

2 Spin-off record date and effective transfer date for tax purposes

- 2.1** The Spin-off Assets shall be transferred as between E.ON SE and Uniper SE with effect from 1 January 2016, 0.00 hrs (“**Spin-off Record Date**”). From this point in time, the actions of E.ON SE relating to the Spin-off Assets shall, in the relationship between E.ON SE and Uniper SE, be deemed to have been made for the account of Uniper SE.
- 2.2** The effective transfer date for tax purposes in respect of the Spin-off is 31 December 2015, 24.00 hrs (“**Effective Transfer Date for Tax Purposes**”).

3 Spin-off balance sheet and closing balance sheet

- 3.1** The items of assets and liabilities attributable to the Spin-off Assets shall be determined on the basis of the spin-off balance sheet as at 1 January 2016, 0.00 hrs, included in this Spin-off and Transfer Agreement in **Annex 3.1 (“Spin-off Balance Sheet”)**. The Spin-off Balance Sheet was derived from E.ON SE’s annual balance sheet prepared as at 31 December 2015, which is part of E.ON SE’s annual financial statements, which were audited and approved without qualification by its auditor, PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft, Düsseldorf, and approved on 8 March 2016 by E.ON SE’s supervisory board.
- 3.2** The closing balance sheet of the Transferring Entity pursuant to sections 125 sentence 1, 17 para. 2 of the German Conversion Act is the annual balance sheet of

E.ON SE as at 31 December 2015, 24.00 hrs, prepared in line with the rules governing the preparation and audit of annual balance sheets and audited by PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft, Düsseldorf (“**Closing Balance Sheet**”).

3.3 E.ON SE shall include the Spin-off Assets in its commercial closing balance sheet at book values. E.ON SE shall include the Spin-off Assets in its transfer balance sheet for tax purposes at fair market values.

3.4 Uniper SE shall include the Spin-off Assets in its commercial accounts at book values. Uniper SE shall include the Spin-off Assets in its tax balance sheet at the value contained in E.ON SE’s transfer balance sheet for tax purposes.

4 Postponement of effective dates

4.1 If the Spin-off has not been registered in the commercial register of E.ON SE (as the Transferring Entity) kept at the Local Court (*Amtsgericht*) of Düsseldorf by the expiry of 28 February 2017, the Spin-off Record Date shall be 1 January 2017, 0.00 hrs, in deviation from clause 2.1 above, and the Effective Transfer Date for Tax Purposes shall be 31 December 2016, 24.00 hrs, in deviation from clause 2.2 above. In this case, the Spin-off shall be based, in deviation from clause 3.2, on the balance sheet of E.ON SE as at 31 December 2016, 24.00 hrs as Closing Balance Sheet, which shall be prepared and audited in line with the rules governing the preparation and audit of annual balance sheets. In the case of any further delay in the registration beyond 28 February of the subsequent year, the Spin-off Record Date and the Effective Transfer Date for Tax Purposes shall each be postponed by one year.

5 Spin-off Assets

5.1 E.ON SE transfers its total stake in Uniper Beteiligungs GmbH, comprising two shares – the share with the serial number 1 having a nominal value of €25,000 as well as the share with the serial number 2 having a nominal value of €1,000 – (“**Transferred Shares**”), to Uniper SE.

5.2 The Spin-off comprises all related rights and duties, including the claim for a distribution of profits as from Spin-off Record Date.

5.3 The Parties shall make all declarations, issue all documents and take all other actions that might additionally be necessary or appropriate in connection with the transfer of the Spin-off Assets.

6 Coming into effect, Closing Date

6.1 The Spin-off Assets shall be transferred with legal effect upon registration of the Spin-off in E.ON SE’s commercial register kept at the Local Court of Düsseldorf and thus at the time the Spin-off takes effect (“**Closing Date**”).

6.2 E.ON SE as the current sole shareholder of Uniper Beteiligungs GmbH undertakes not to adopt any shareholders’ resolutions that would change Uniper Beteiligungs GmbH’s share capital existing at the date of this Spin-off and Transfer Agreement. It further undertakes to work until the Closing Date towards Uniper Beteiligungs GmbH neither disposing of its shares in Uniper Holding GmbH nor adopting, as a majority shareholder in Uniper Holding GmbH, any shareholders’ resolutions as a result of which Uniper Holding GmbH’s share capital existing at the date of this

Spin-off and Transfer Agreement would be changed, nor participating in any such shareholders' resolutions. E.ON SE further undertakes to ensure that, until the Closing Date, withdrawals from Uniper Holding GmbH's capital reserve shall only be made in proportion to the stakes of Uniper Beteiligungs GmbH (53.35%) and Uniper SE (46.65%) in Uniper Holding GmbH.

- 6.3** In the period between the date of this Spin-off and Transfer Agreement and the Closing Date, E.ON SE shall only administer the Spin-off Assets in a proper course of business and with the diligence of a prudent businessman as well as in line with the provisions of this Spin-off and Transfer Agreement, and shall not dispose of these assets.

7 Catch-all provisions

- 7.1** If and to the extent the Spin-off Assets have not already passed to Uniper SE upon the registration of the Spin-off in E.ON SE's commercial register, E.ON SE shall transfer the Spin-off Assets to Uniper SE. In return, Uniper SE is obligated to consent to the transfer. The Parties shall treat each other in their internal relationship as if the transfer had also occurred vis-à-vis third parties on the Spin-off Record Date.

- 7.2** In connection with a transfer pursuant to clause 7.1, the Parties shall initiate all necessary or appropriate measures and legal actions and cooperate in these measures in order to transfer the Spin-off Assets.

- 7.3** Claims under this clause 7 shall become time-barred at the end of 31 December 2031. Sections 203 et seq. of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) shall apply.

8 Creditor protection and internal settlement

- 8.1** Unless this Spin-off and Transfer Agreement provides for any other apportionment of burden and liability arising from or in connection with the Spin-off Assets and unless the framework agreement attached as Annex 14 provides for any other apportionment of burden and liability, the following provisions shall apply:

- 8.2** If and to the extent E.ON SE is held liable by creditors – based on the provisions in section 133 of the German Conversion Act or any other provisions – for any liabilities, obligations or relationships involving liability to be transferred to Uniper SE in accordance with this Spin-off and Transfer Agreement, Uniper SE must indemnify E.ON SE against the respective liability, obligation or relationship involving liability on first demand. The same shall apply if such creditors assert claims against E.ON SE to provide security for such liabilities, obligations or relationships involving liability.

- 8.3** If and to the extent Uniper SE is held liable by creditors – based on the provisions in section 133 of the German Conversion Act or any other provisions – for any liabilities, obligations or relationships involving liability of E.ON SE not to be transferred to Uniper SE in accordance with this Spin-off and Transfer Agreement, E.ON SE must indemnify Uniper SE against the respective liability, obligation or relationship involving liability on first demand. The same shall apply if such creditors assert claims against Uniper SE to provide security for such liabilities, obligations or relationships involving liability.

9 Warranty

- 9.1** E.ON SE warrants that, as at the Closing Date, E.ON SE is the holder of the Transferred Shares, is entitled to freely dispose of the Transferred Shares, and that these are not be encumbered with any rights of third parties. Apart from that, no certain condition of the Spin-off Assets, in particular no specific qualities or value of Uniper Holding GmbH's business have been agreed.
- 9.2** To the extent permitted by law, all claims, rights and warranties that might exist pursuant to statutory provisions or otherwise in addition to those specified in clause 9.1 shall be excluded. The provision of this clause 9.2 shall apply to all claims, rights and warranties of whatever legal nature (contractual, pre-contractual, in tort or other) and in particular also to those rights that might result in the reversal or rescission of this Spin-off and Transfer Agreement or might have a similar legal effect.

10 Consideration, corporate measures

- 10.1** As consideration for the transfer of the Spin-off Assets of E.ON SE to Uniper SE, the shareholders of E.ON SE shall be granted, free of charge, one no-par-value registered share in Uniper SE for ten no-par-value registered shares in E.ON SE based on their previous stake in E.ON SE (on a pro-rata basis). Altogether, the shareholders of E.ON SE shall be granted 195,239,660 no-par-value registered shares in Uniper SE. The fact that the 48,603,400 shares held by E.ON SE as treasury shares do not qualify for an allocation of shares pursuant to section 131 para 1 no. 3 sentence 1 of the German Conversion Act was taken into account in this context. E.ON SE shall procure that, on the Closing Date, the total number of issued shares in E.ON SE shall be 2,001,000,000 and the number of treasury shares not qualifying for an allocation pursuant to section 131 para. 1 no. 3 sentence 1 of the German Conversion Act shall be exactly 48,603,400.
- 10.2** The shares in Uniper SE to be granted according to this clause 10.1 are the new shares to be created by way of the capital increase specified in clauses 10.3 and 10.4.
- 10.3** No additional cash payment shall be made.
- 10.4** The shares to be granted by Uniper SE shall be entitled to participate in profits in the entire financial year that started on 1 January 2016. If the Spin-off Record Date is postponed pursuant to clause 4, the entitlement to profit participation in the shares to be granted shall be postponed to the beginning of that financial year of Uniper SE in which the Spin-off takes effect.
- 10.5** To implement the Spin-off, Uniper SE will increase its share capital by €31,907,422 to €22,132,000 by issuing 195,239,660 no-par-value registered shares. Each of these shares will account for a portion of €1.70 of Uniper SE's share capital. The capital increase will be effected by non-cash contribution, with the subscription right of the previous sole shareholder, E.ON Beteiligungen GmbH, being excluded.
- 10.6** As non-cash contribution, E.ON SE shall contribute the Spin-off Assets to Uniper SE. To the extent the value at which the non-cash contribution rendered by E.ON SE is assumed by Uniper SE – i.e. the book value determined under commercial law of the share with the serial number 1 having a nominal value of €25,000 as

well as the share with the serial number 2 having a nominal value of €1,000 in Uniper Beteiligungs GmbH – exceeds the amount of the capital increase, the amount in excess shall be allocated to the capital reserves of Uniper SE pursuant to section 272 para. 2 no. 1 of the German Commercial Code (*Handelsgesetzbuch – HGB*).

- 10.7** E.ON SE has appointed Morgan Stanley Bank AG, Frankfurt am Main, as trustee for receiving the shares in Uniper SE to be granted to E.ON SE's shareholders and for distributing them to E.ON SE's shareholders. The possession of the shares shall be granted to the trustee prior to the registration of the Spin-off and the trustee is instructed to deliver the shares to the shareholders of E.ON SE following the registration of the Spin-off in E.ON SE's commercial register.
- 10.8** The Parties undertake to make all declarations, issue all documents and take all other actions that are also necessary or appropriate to ensure that all shares in Uniper SE will be admitted to trading on the regulated market of the Frankfurt Stock Exchange in the sub-segment of the regulated market with additional post-admission obligations (Prime Standard) immediately after the Spin-off has taken effect.

11 Granting of special rights

- 11.1** Neither have any special rights within the meaning of section 126 para. 1 no. 7 of the German Conversion Act been granted to individual shareholders or holders of special rights by the Acquiring Entity, Uniper SE, nor have any measures pursuant to the aforementioned provision been planned to the benefit of such persons.

12 Granting of special benefits

- 12.1** In March 2016, the supervisory board (*Aufsichtsrat*) of Uniper SE agreed to grant the members of Uniper SE's board of management (*Vorstand*) – Mr Klaus Schäfer, Mr Christopher Delbrück, Mr Keith Martin and Mr Eckhardt Rümmler – special incentives, the payment and amount of which shall be conditional upon the effectiveness of the Spin-off. The prerequisites for these special incentives to be paid out is the approval of the Spin-off by the general meeting of E.ON SE in June 2016 as well as the registration of the Spin-off in E.ON SE's commercial register until the end of March 2017 at the latest. The amount of the payment shall depend, amongst other things, on the market capitalisation, the credit rating and the enterprise value/EBITDA of Uniper SE as compared to a defined peer group. The supervisory board of Uniper SE shall assess these performance criteria – taking the general market conditions into account, too. In addition, the supervisory board shall consider the performance of each individual member of the board of management by way of a discretionary assessment. Mr Klaus Schäfer's target shall be €1.24m, whereas the target for each Mr Christopher Delbrück, Mr Keith Martin and Mr Eckhardt Rümmler shall be €700,000. The amount actually paid out may range from 50% to 150% of the target, depending on the above-mentioned performance criteria. The granting of special incentives is subject to the condition that the members of the board of management have expressed their willingness to set up a portfolio of Uniper-shares within the scope of shares holding obligations. Thereunder, the members of the board of management are obliged to hold Uniper-shares at the value 100% of their annual basic remuneration during their term of office. The period for the set-up of the respective portfolio of shares amounts to a maximum of four

years from the point of time of registration of the spin-off in the commercial register of E.ON SE.

- 12.2** The chairman of E.ON SE's board of management, Dr Johannes Teyssen, as well as the members of E.ON SE's board of management, Dr Bernhard Reutersberg and Mr Michael Sen, were elected to Uniper SE's supervisory board as shareholder representatives on 23 March 2016. In addition, Dr Bernhard Reutersberg, who will resign from his office as a member of E.ON SE's board of management with effect from 30 June 2016, was elected chairman of the supervisory board of Uniper SE on 4 April 2016. In agreement with E.ON SE's supervisory board, Mr Klaus Schäfer resigned from his office as member of the board of management of E.ON SE with effect from 31 December 2015 and was appointed chairman of Uniper AG's board of management with effect from 30 December 2015 on 22 December 2015 as well as chairman of Uniper SE's board of management on 4 April 2016.
- 12.3** When the Spin-off takes effect, the Long-Term Incentive Programme of E.ON SE (LTI) shall be settled prematurely with regard to Mr Klaus Schäfer, Mr Christopher Delbrück and Mr Eckhardt Rümmler, and the LTI tranches outstanding in this respect shall be paid out. As a result thereof, the virtual E.ON shares assigned to Messrs Klaus Schäfer, Christopher Delbrück and Eckhard Rümmler shall be settled on the basis of the closing price of the E.ON share at the premature maturity date and of a dividend equivalent calculated prematurely:

Name	Number of virtual E.ON shares	Value when granted
Schäfer	118,820	€1,354,046
Delbrück	57,436	€38,933
Rümmler	54,130	€95,056

The payout amounts shall substantially depend on the E.ON share price performance, the average return on capital adjusted for special effects (ROACE) of E.ON SE, and the dividend payments, and may therefore deviate from the figures presented, under certain circumstances even substantially.

- 12.4** In connection with the listing of the shares in Uniper SE, the Parties intend to take out insurance that is customary in the market regarding the risks typically associated with listing. The insurance cover shall also include, inter alia, the members of the board of management and of the supervisory board of E.ON SE and of Uniper SE. The Parties shall agree on the insurance cover in relation to the persons and events to be covered, the amount of cover, the insurance premium and its internal distribution.
- 13 Articles of association of Uniper, authorisation pursuant to section 71 para. 1 no. 8 of the German Stock Corporation Act (*Aktiengesetz - AktG*) and authorisation pursuant to section 221 of the German Stock Corporation Act**
- 13.1** E.ON SE undertakes to instruct E.ON Beteiligungen GmbH, which is the current sole shareholder of Uniper SE, (i) to pass, before the Spin-off takes effect, a resolution at the general meeting of Uniper SE to amend the articles of association of Uniper SE in compliance with the version attached as **Annex 13.1** and (ii) to ensure

that such amendment to the articles of association will be registered in the commercial register after the effectiveness of the Spin-off.

13.2 E.ON SE as the sole shareholder of E.ON Beteiligungen GmbH, which is the sole shareholder of Uniper SE, undertakes to instruct E.ON Beteiligungen GmbH to the effect that the latter resolves to grant the authorisation of Uniper SE attached as **Annex 13.2** to acquire and use treasury shares pursuant to section 71 para. 1 no. 8 of the German Stock Corporation Act before the Spin-off takes effect.

13.3 E.ON SE as the sole shareholder of E.ON Beteiligungen GmbH, which is the sole shareholder of Uniper SE, undertakes to instruct E.ON Beteiligungen GmbH to the effect that the latter resolves to grant the authorisation of Uniper SE attached in **Annex 13.3** to issue convertible/option bonds pursuant to section 221 of the German Stock Corporation Act before the Spin-off takes effect.

14 Framework agreement

14.1 E.ON SE and Uniper SE herewith conclude the framework agreement attached as **Annex 14**, which forms an integral part of this Spin-off and Transfer Agreement.

15 Effects of the Spin-off on employees and employees' representatives

15.1 As at 31 March 2016, E.ON SE had around 860 employees (*Arbeitnehmerinnen und Arbeitnehmer*) (hereinafter “**Employees**”). On 31 March 2016, Uniper SE had around 320 Employees.

15.2 Since the stake in Uniper Beteiligungs GmbH that is to be transferred is a 100% stake in a corporation, the Spin-off will not cause any changes for the Employees of E.ON SE and of Uniper SE pursuant to the present Spin-off and Transfer Agreement. The Spin-off pursuant to the present Spin-off and Transfer Agreement will not affect existing employment agreements.

15.3 The Spin-off will not have any effects on the Employees of the E.ON Group. They will continue to be employed with their respective companies.

15.4 The Spin-off will also not have any effects on the Employees of the Uniper Group, whose only holding company will be Uniper SE after the Spin-off has taken effect. They will continue to be employed with their respective companies.

15.5 The Spin-off will not affect the operational structures within the entities of the E.ON Group and of the Uniper Group.

15.6 E.ON SE and Uniper SE are members of the Energy Collective Bargaining Association (*Tarifgemeinschaft Energie*) in the employers' association Arbeitgebervereinigung energiewirtschaftlicher Unternehmen e. V. (AVE) in Hanover without being subject to the binding effect of collective agreements. The present Spin-off will not affect these memberships.

15.7 The Spin-off pursuant to this Spin-off and Transfer Agreement will not affect the employee representative bodies formed at E.ON SE and within the E.ON Group. This especially applies to the SE Works Council of E.ON SE (“**SE Works Council of E.ON SE**”), the Group Works Council of E.ON SE (“**Group Works Council of E.ON SE**”) and the works councils and company-wide works councils formed within the individual companies, as well as to the Group Council for Severely Disabled People formed on the basis of the structural collective bargaining agreement for the formation of a Group Works Council for the group of E.ON SE dated

30 November 2015, and to the Group Youth and Apprentice Representation Council, and to the joint cross-entity company-wide works council established on the basis of the structural collective bargaining agreement pursuant to section 3 of the German Works Constitution Act (*Betriebsverfassungsgesetz – BetrVG*) for the formation of a joint, cross-entity company-wide works council of sub-subsidiaries and service companies within the group of E.ON SE dated 30 November 2015; however, their composition might change in part, cf. clause 15.10.

- 15.8** Likewise, the Spin-off pursuant to the Spin-off and Transfer Agreement will not affect the employee representative bodies as currently formed at Uniper SE and within the Uniper Group. This especially applies to the SE Works Council of Uniper SE, to the Group Works Council of Uniper (“**Group Works Council of Uniper**”) that was formed on the basis of the structural collective bargaining agreement for the formation of a uniform works council structure for the group of Uniper dated 8 July 2015 and that continues to exist pursuant to the structural collective bargaining agreement for the formation of an appropriate works council structure for the group of Uniper dated 30 November 2015, and to the company-wide works council of Uniper (“**Company-wide Works Council of Uniper**”) as well as to the Company-wide Council for Severely Disabled People and to the Company-wide Youth and Apprentice Representation Council. Should, as it is possible, a Group Council for Severely Disabled People still be formed within the Uniper Group, this council will not be affected by the Spin-off either.
- 15.9** The Spin-off will not affect the works council formed for the business (*Betrieb*) existing at Uniper SE, either.
- 15.10** When this Spin-off takes effect, all entities of the Uniper Group will leave the E.ON Group. From this point in time onwards, they will form the Uniper Group as a separate group independent of the E.ON Group. This means that the representation of its Employees by the Group Works Council of E.ON SE and by the SE Works Council of E.ON SE will be terminated. The withdrawal of the Uniper Group from the group of E.ON SE will also change the composition of the Group Works Council of E.ON SE and of the SE Works Council of E.ON SE. When the Spin-off takes effect, the Employees of the Uniper Group leave the Group Works Council of E.ON SE and the SE Works Council of E.ON SE. The number of these Employees currently amounts to a total of 12.

The withdrawal of the Uniper Group from the group of E.ON SE will also change the composition of the Group Council for Severely Disabled People and of the Group Youth and Apprentice Representation Council of E.ON SE. When this Spin-off takes effect, all Employees of the Uniper Group will leave these councils. The number of these Employees currently amounts to a total of 6.

- 15.11** The Spin-off will not affect the group shop agreements valid at the time of this Spin-off within the E.ON Group. Insofar as the scope of application of a current group shop agreement of the E.ON Group covers Uniper SE or other entities of the Uniper Group, the conclusion of a group shop agreement between the Group Works Council of Uniper and Uniper SE governing the scopes of application of the group shop agreements of E.ON SE, pursuant to which the aforementioned group shop agreements will continue to be valid after the Spin-off in compliance with their respective scope of application as a group shop agreement for the entities of the Uniper Group, is intended.

The Spin-off will also not affect the shop agreements and the company-wide shop agreements currently existing within the E.ON Group and within the Uniper Group.

- 15.12** Within the E.ON Group, company speakers' committees (*Unternehmenssprecherausschüsse*), joint speakers' committees (*Gesamtsprecherausschüsse*) and speakers' committees (*Sprecherausschüsse*) for executive staff have been established. The Spin-off will not affect these committees. They will continue to exist within the respective companies of the E.ON Group and of the Uniper Group after the Spin-off has taken effect.

Moreover, a group speakers' committee (*Konzernsprecherausschuss*) has been established within the E.ON Group. The Spin-off will not affect this committee either. However, the withdrawal of the Uniper Group from the E.ON Group will change the composition of the group speakers' committee of the E.ON Group. The Employees of the Uniper Group will leave the group speakers' committee when the Spin-off takes effect. The number of these Employees currently amounts to 6.

- 15.13** Company speakers' committees and speakers' committees for executive staff have been established within the Uniper Group. The Spin-off will not affect these committees.

Moreover, a group speakers' committee for executive staff has been established within the Uniper Group. The Spin-off will not affect this committee either.

At present, the speakers' committee of E.ON SE Group Management has a transitional mandate owing to an agreement dated 7 March 2016 concluded by and between E.ON SE, Uniper AG, the speakers' committee Group Management E.ON SE and the speakers' committee Center of Competence E.ON SE, by virtue of which it represents the interests of the executive staff of Uniper SE. This representation will end upon election of a speakers' committee at Uniper SE.

- 15.14** Economic committees have been established within the E.ON Group. The Spin-off will not affect these committees, which will continue to exist within the E.ON Group after the Spin-off.

Economic committees have also been established within the Uniper Group. The Spin-off will not affect these committees either. They will continue to exist within the Uniper Group after the Spin-off. Likewise, the Spin-off will not affect the economic committee of the company-wide works council of Uniper that was established on the basis of the structural collective bargaining agreement for the formation of a uniform works council structure for the group of Uniper dated 8 July 2015 and that continues to exist pursuant to the structural collective bargaining agreement for the formation of an appropriate works council structure for the group of Uniper dated 30 November 2015.

- 15.15** The Uniper Group intends to continuously meet the increasing challenges of the market environment resulting from the development of the electricity and primary energy prices and their impact on the future profitability of the Uniper Group. For this purpose, group-wide optimisation programmes will be implemented, among other things. Corresponding measures are comprehensively examined at present, with the aim to complete such measures by 2018. These measures will probably comprise three components, namely cost reductions, the analysis of capital expenditure and the further optimisation of current assets. In addition, the Uniper Group intends to make portfolio sales worth at least approx. €2bn. The criteria applicable to a

portfolio sale are limited overlaps and synergies with the remaining portfolio and the reduction of cluster risks in the overall portfolio. In total, these measures will lead to a reduction in the number of employees of the Uniper Group.

16 Effects of the Spin-off on co-determination/supervisory boards

16.1 A supervisory board has been formed at E.ON SE whose composition is in line with the Involvement Agreement dated 12/13 April 2016. The Spin-off will not affect this supervisory board.

16.2 A supervisory board has been formed at Uniper SE whose composition is in line with the Involvement Agreement dated 12 January 2016. Upon listing of the shares in Uniper SE on the Frankfurt Stock Exchange, section 17 para. 2 of the German Act Implementing Council Regulation (EC) No 2157/2001 of 8 October 2001 on the Statute for a European company (SE) (*SE-Ausführungsgesetz – SEAG*) will apply. In compliance therewith, women and men must each account for a share of at least 30% of the members of the supervisory board; the members of the supervisory board of Uniper SE must therefore include at least two representatives of each sex from among its shareholders and another two representatives of each sex from among its Employees. Separately from one another, the Employee representatives and the shareholder representatives must comply with this requirement of a minimum share of 30% women and 30% men in the supervisory board when the appointment of new members to the supervisory board becomes necessary to fill single or several vacant seats.

17 Costs and taxes

17.1 Unless otherwise agreed in this Spin-off and Transfer Agreement, E.ON SE shall bear the costs incurred upon notarisation of this Spin-off and Transfer Agreement and its implementation up to the Closing Date (including the costs for the joint Spin-off Report, the spin-off audit and the planned listing as well as the respective related costs for advisers and banks). The costs for the respective general meetings and the costs for filing with and registration in the respective commercial register shall be borne by each contracting party itself.

17.2 The transaction taxes incurred upon notarisation of this Spin-off and Transfer Agreement and its implementation, especially subject to sentence 3 potential real estate transfer taxes, shall be borne by Uniper SE. Apart from that, the contracting party being the tax-debtor under the tax laws shall bear any taxes incurred due to the notarisation of this Spin-off and Transfer Agreement and its implementation. This notably applies to the extent to which the Spin-off violates lock-up periods under real estate transfer tax law.

18 Final provisions

18.1 This Spin-off and Transfer Agreement requires the consent of the general meetings of E.ON SE and Uniper SE to become effective.

18.2 Any and all disputes arising in connection with this Spin-off and Transfer Agreement or its validity shall be finally settled, to the exclusion of the jurisdiction of public courts (except for measures of temporary legal protection (*einstweiliger Rechtsschutz*)), according to the arbitration rules of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e. V. – DIS*), as amended. The arbitration tribunal may also decide upon the validity of the arbitration agree-

ment with binding effect. The number of arbitrators shall be three. The arbitration proceedings shall be held in German. However, none of the Parties shall be obliged to provide a translation of English-language documents submitted in order to furnish evidence or for similar purposes. Insofar as the arbitration rules of the German Institution of Arbitration do not contain rules governing the arbitration proceedings, or place the proceedings at the discretion of the arbitral tribunal, the provisions of the German Code of Civil Procedure (*Zivilprozessordnung – ZPO*) shall apply accordingly. The arbitration proceedings shall be held in Düsseldorf.

- 18.3** The Annexes to this Spin-off and Transfer Agreement form an integral part of this Agreement.
- 18.4** Amendments of and supplements to this Spin-off and Transfer Agreement, including a waiver of this provision itself, require the written form, unless further requirements of form must be met.
- 18.5** Should individual or several provisions of this Spin-off and Transfer Agreement be or become void, invalid or unenforceable in whole or in part, this shall not affect the validity of this Spin-off and Transfer Agreement and its remaining provisions. Such a void, invalid or unenforceable provision shall be replaced with a provision which, under aspects of form, content, time, measure and scope of application, comes as close as possible to what the Parties wanted in view of the economic sense and purpose of the void, invalid or unenforceable provision. The same shall apply if provisions should have been omitted from this Spin-off and Transfer Agreement.

Board of management of E.ON SE

Board of management of Uniper SE

Annex 3.1 to the Spin-off and Transfer Agreement – Spin-off balance sheet

E.ON SE, Düsseldorf

Spin-off Balance Sheet as of 1 January 2016 (German Commercial Code – HGB)

Spin-off of Uniper Beteiligungs GmbH, Düsseldorf

Assets		Liabilities	
	Status as at 01/01/2016 EUR		Status as at 01/01/2016 EUR
<u>Fixed assets</u>		<u>Equity capital</u>	
Financial assets			
Shares in affiliated companies (1)	6,968,629,391.75	Assets determined for spin-off	6,968,629,391.75
	6,968,629,391.75		6,968,629,391.75

(1) Includes the contribution into the capital reserves of Uniper Beteiligungs GmbH in the amount of 145,089,391.75 EUR by E.ON SE as of 30 March 2016.

Annex 13.1 to the Spin-off and Transfer Agreement – Articles of Association of Uniper SE

Articles of Association of Uniper SE

General Provisions

§ 1

- (1) The Company is a European Company (*Societas Europaea – SE*) and operates under the name Uniper SE. It has its registered office in Düsseldorf.
- (2) The financial year is the calendar year.

Purpose of the Company

§ 2

- (1) The purpose of the Company is to provide energy (primarily electricity and gas). The business activities may encompass the production and exploitation, transmission and transport, acquisition, distribution and trading with energy. Facilities of all kinds may be built, acquired and operated, and services and cooperations of all kinds may be performed.
- (2) The Company may conduct its business in the areas specified in para. 1, or in related areas, itself or through subsidiaries or companies in which it holds an interest. It is entitled to take all actions and measures that are connected with or suitable to directly or indirectly serve the corporate purpose.
- (3) The Company may also establish, acquire or hold an interest in other enterprises, in particular enterprises whose corporate purpose extends, in whole or in part, to the business areas specified in para. 1. In addition, it is entitled to acquire interests in enterprises of any kind with the primary purpose of a financial investment of its own funds. It may change the structure of enterprises in which it holds an interest, may unite them under a unified management or confine itself to managing them and dispose of the interests it holds.

Registered Share Capital and Shares

§ 3

- (1) The registered share capital amounts to €22,132,000 and is divided into 365,960,000 no-par-value shares (shares without nominal amount). The shares are registered shares. Provided that no resolution to the contrary is passed, this provision shall also apply in the case of capital increases.
- (2) The registered share capital of the Company in an amount of €90,224,578 was provided by way of conversion of Uniper AG into a European Company.
- (3) In the case of a capital increase, participation in profits of the new shares may be determined in derogation of section 60 para. 2 of the German Stock Corporation Act (*Aktiengesetz – AktG*).

- (4) The registered share capital is conditionally increased by up to €145,112,289 through the issue of up to 85,360,170 registered no-par-value shares (**2016 Conditional Capital**). The conditional capital increase serves the granting of shares upon the exercise of conversion rights, conversion obligations, option rights and/or option obligations that are issued on the basis of the authorisation of the Board of Management in accordance with the resolution of the General Meeting dated [*date of the General Meeting that is to resolve upon this authorisation pursuant to clause 13.3 of the Spin-off and Transfer Agreement*] by the Company or by companies affiliated with the Company pursuant to sections 15 et seq. of the German Stock Corporation Act, and/or upon the exercise of an option of the Company to grant shares of the Company in whole or in part instead of the payment of the amount of money due. The conditional capital increase is to be carried out only to the extent that the holders of conversion rights, conversion obligations, option rights or option obligations issued on the basis of the aforementioned authorisation make use of their conversion or option right, or fulfil their conversion or option obligation, or to the extent that the Company makes use of a substitution right and unless other forms of fulfilment are used for servicing. The issue of new shares is effected at the conversion or option price to be determined, in each case, in accordance with the authorisation resolution. The new shares are entitled to profit participation starting from the beginning of the financial year in which they are issued; to the extent legally permissible, the Board of Management may determine, with the consent of the Supervisory Board, that in derogation thereof and of section 60 para. 2 of the German Stock Corporation Act, the new shares are entitled to a profit participation also for a past financial year.

The Board of Management, with the consent of the Supervisory Board, is authorised to determine the further details of the implementation of the conditional capital increase.

- (5) The Board of Management, with the approval of the Supervisory Board, is authorised to increase until 30 June 2021, the registered share capital of the Company by up to €145,112,289 by the issuance, one or several times, of up to 85,360,170 new registered no-par-value shares against cash and/or non-cash contributions (authorised capital pursuant to sections 202 et seq. of the German Stock Corporation Act, **2016 Authorised Capital**).

The shareholders are to be granted a subscription right as a matter of principle. The new shares may also be taken over by credit institutions determined by the Board of Management or by companies operating in accordance with section 53 para. 1 sentence 1 or section 53b para. 1 sentence 1 or para. 7 of the German Banking Act (*Gesetz über das Kreditwesen – KWG*) which undertake to offer them to the shareholders (indirect subscription right).

However, the Board of Management, with the approval of the Supervisory Board, is authorised to exclude the shareholders' subscription right if shares are issued against cash contributions in an amount of up to 10 percent of the registered share capital at the time this authorisation takes effect or, should this value be lower, at the time of the utilisation of this authorisation. If the subscription right is excluded, the issue price of the new shares must not fall significantly below the stock market price (section 186 para. 3 sentence 4 of the German Stock Corporation Act). If other authorisations to issue or dispose of shares of the Company or to issue rights, which enable or oblige to subscribe to shares of the Company, are exercised during

the term of this authorisation up to its utilization under exclusion of the subscription right pursuant to or in accordance with section 186 para. 3 sentence 4 of the German Stock Corporation Act at the same time, this must be set off against the aforementioned 10 percent limit.

Furthermore, the Board of Management, with the approval of the Supervisory Board, is authorised to exclude the shareholders' subscription right in the case of shares issued against non-cash contributions, however, only to the extent that the aggregate amount of shares issued under this authorisation against non-cash contributions with an exclusion of the shareholders' subscription right does not exceed 20 percent of the registered share capital at the time this authorisation takes effect or, should this value be lower, at the time of the utilisation of this authorisation.

Furthermore, the Board of Management, with the approval of the Supervisory Board, is authorised to exclude fractional amounts from the shareholders' subscription right and also to exclude the subscription right to such extent as is necessary in order to grant to the holders of previously issued bonds carrying conversion or option rights or, respectively, conversion obligations, a subscription right to new shares to such extent as they would be entitled to upon exercising their conversion or option right, respectively, in the case of a conversion obligation.

Finally, the Board of Management, with the approval of the Supervisory Board, is authorised to exclude the shareholders' subscription right for the issue of shares to persons in an employment relationship with the Company or one of its affiliated companies.

These authorisations to exclude the subscription right only apply to the extent that the new shares issued under this authorisation that must be issued together with shares – which have been issued or disposed of by the Company during the term of this authorisation up to its utilisation under another existing authorisation under exclusion of the subscription right of the shareholders, or which are to be issued due to rights that are issued during the term of this authorisation up to its utilisation on the basis of another existing authorisation with an exclusion of the subscription right, and which enable or oblige to subscribe for shares of the Company – are not calculated to exceed 20 percent of the registered share capital at the time this authorisation takes effect or, should this value be lower, at the time of the utilisation of this authorisation.

The Board of Management, with the approval of the Supervisory Board, is authorised to determine the further contents of the rights attached to the shares as well as the further details and terms and conditions of the capital increase and its implementation. The Supervisory Board is authorised to make adjustments to the wording of the Articles of Association after the increase of the registered share capital has been implemented, in whole or in part, in accordance with the respective utilisation, in each case, of the 2016 Authorised Capital and, if the 2016 Authorised Capital has not or not been completely utilised until 30 June 2021, after the expiry of the term of the authorisation period.

§ 4

- (1) The form and content of the share certificates, dividend coupons and talons are determined by the Board of Management.

- (2) The shareholders' right to have their shares and dividend coupons securitized is excluded, unless securitization is required under the rules applicable at a stock exchange where the shares are admitted. Global share certificates may be issued.

Corporate Bodies of the Company

§ 5

The Company's corporate bodies are:

- (a) the Board of Management,
- (b) the Supervisory Board,
- (c) the General Meeting of Shareholders.

Board of Management

§ 6

- (1) The Board of Management consists of at least two members. The determination of the number of members, their appointment and dismissal is made by the Supervisory Board.
- (2) The members of the Board of Management are appointed by the Supervisory Board for a maximum term of five years. Reappointments are permissible.
- (3) The Board of Management constitutes a quorum if all members of the Board of Management have been invited and at least half its members participate in a meeting in person or by means of electronic media. Members of the Board of Management who are not present at the passing of a resolution may cast their vote in text form, verbally, by telephone, by video conference, or by means of other electronic media.
- (4) The resolutions of the Board of Management are to be passed by simple majority of the votes cast by the members of the Board of Management participating in the passing of the resolution, unless a larger majority is stipulated by mandatory statutory law. In cases where resolutions are to be passed by a simple majority, the Chairman shall have the casting vote in the event of an equality of votes.

§ 7

The Company is legally represented by two members of the Board of Management or by one member of the Board of Management and a Prokurist (an executive holding a general power of attorney).

Supervisory Board

§ 8

- (1) The Supervisory Board comprises twelve members.
- (2) Six members are being elected by the General Meeting which is not bound by election proposals. Another six members are to be elected as employee representatives by the SE-Works Council according to the respective current version of the agreement on arrangements for employee involvement in Uniper SE (*Beteiligungsvereinbarung*) concluded in accordance with the Act on the involvement of employees in a European Company (*SE-Beteiligungsgesetz – SEBG*).

- (3) The members of the Supervisory Board are elected for a term until the close of the General Meeting resolving on the discharge (*Entlastung*) in respect of the fourth financial year after their election, with the financial year in which the election takes place not being taken into account, in any case, for a maximum period of six years. In deviation therefrom, the term of office of the first Supervisory Board expires upon the end of the General Meeting resolving on the discharge for the first financial year of Uniper SE, in any case, for a maximum period of three years. Re-appointments are permissible.
- (4) Elections of substitute members are made for the remainder of the term of office of the member who has left the board.
- (5) Any member of the Supervisory Board may resign from office with two weeks' notice by a written declaration addressed to the Chairman of the Supervisory Board. The resignation can be declared with immediate effect for good cause.

§ 9

- (1) Following the General Meeting at the close of which the term of the Supervisory Board begins, the latter elects a Chairman and one or more Deputy Chairmen. A separate convening notice for the meeting is not required. For the election of the Chairman, the oldest member in terms of age among the shareholder representatives has the chair; section 12 para. 4 sentence 1 applies accordingly. Only a shareholder representative elected as a member by the General Meeting may be elected as Chairman of the Supervisory Board.
- (2) In case the membership of the Chairman should cease before the expiry of his term of office, the Supervisory Board has to conduct a new election without undue delay. In case the membership of a Deputy Chairman should cease, the new election takes place no later than in the regular Supervisory Board meeting following the cessation of membership.

§ 10

- (1) The Supervisory Board is responsible, as stipulated by law, for monitoring the management of the Company by the Board of Management.
- (2) All matters which the Board of Management wishes the General Meeting to address first have to be presented to the Supervisory Board.
- (3) The following transactions and measures require the prior consent by the Supervisory Board:
 - (a) fixing investment, financial and personnel plans of the group for the following financial year (budget),
 - (b) acquiring and selling companies, shareholdings and business divisions (except for financial investments) as well as investments in tangible assets, providing that the fair market value or, in the absence of fair market value, the book value of each transaction is in excess of €300,000,000; this does not apply in the event of intra-group acquiring or selling,
 - (c) financing measures which are not covered by resolutions of the Supervisory Board on financial plans as specified in (a) and where the value of each transaction is in excess of €1,000,000,000; this does not apply to intra-group financing measures, and

- (d) concluding, amending and terminating affiliation agreements.
- (4) The Supervisory Board may form one or more committees from among its members, especially an audit and risk committee. So far as permitted by law, the taking of decisions may be delegated to such committees, in particular also the granting of consent to transactions and measures requiring such consent.
- (5) In addition to the transactions and measures stipulated in para. 3, the Supervisory Board may subject other types of transactions and measures to a requirement of its consent.
- (6) Furthermore, the Board of Management requires the consent of the Supervisory Board in cases where it participates in transactions or measures at affiliated enterprises by way of instructions, consent or the casting of votes in corporate bodies.
- (7) The Supervisory Board is authorised to resolve on amendments to the Articles of Association which only concern their wording.

§ 11

- (1) The Supervisory Board is convened by invitation in text form from the Chairman or his Deputy, including the agenda, venue and time of the meeting. In urgent cases, meetings may be convened verbally, by telephone, e-mail or by means of other electronic media.
- (2) The Chairman is obliged to convene the Supervisory Board if this is requested by a member of the Supervisory Board or by the Board of Management.

§ 12

- (1) The Supervisory Board constitutes a quorum if all members have been invited and at least one half of the total number of members which it is required to comprise participates in the adoption of a resolution.
- (2) Absent Supervisory Board members may participate in the adoption of resolutions by arranging for their written votes or signed votes in form of a telefax or electronic copy to be submitted by other Supervisory Board members.
- (3) Resolutions are adopted by a simple majority of votes cast, unless otherwise stipulated by law.
- (4) In the event that a Supervisory Board vote results in a tie, the vote of the Chairman or, if he does not participate in the adoption of the resolution, the vote of the Deputy Chairman, provided that the latter is a shareholder representative, shall be the casting vote. The proceedings at the meeting and the form of voting are determined by the Chairman.
- (5) Minutes are to be prepared of the deliberations and resolutions adopted by the Supervisory Board, which are to be signed by the Chairman or his Deputy.

§ 13

- (1) Resolutions of the Supervisory Board may also be adopted by obtaining votes cast in text form, by telephone, video conference or by means of other electronic media. The result is to be put on record by the Chairman.
- (2) The provisions governing the verbal casting of votes apply accordingly.

§ 14

Declarations of intent of the Supervisory Board are to be issued on its behalf by the Chairman of the Supervisory Board or his Deputy.

§ 15

- (1) For their activities, the members of the Supervisory Board receive remuneration to be determined by the General Meeting.
- (2) Additionally, they receive an attendance fee for their participation in Supervisory Board and committee meetings the amount of which is to be determined by the General Meeting. Finally, they are entitled to reimbursement of their expenses, which also includes value added tax on their remuneration.

General Meeting of Shareholders

§ 16

The General Meeting of Shareholders is to be convened by the Board of Management or the persons authorized to do so under statutory law or the Articles of Association.

§ 17

The General Meeting is held at the registered office of the Company or in another German city with at least 100,000 inhabitants.

§ 18

- (1) Only those shareholders are entitled to participate in the General Meeting and to exercise their voting rights who have registered in due time and for whom the registered shares are registered in the share register.
- (2) The registration for participation in each General Meeting has to be drafted in the German or English language and has to be received by the Company at the address stated for this purpose in the invitation no later than six days prior to the meeting, unless a shorter period of time, which is to be stipulated in days, is provided for in the invitation. The date of the General Meeting and the date on which the registration is received are not to be included in the calculation of the period.

§ 19

- (1) The General Meeting is to be chaired by the Chairman of the Supervisory Board. In the event that the Chairman of the Supervisory Board is unavailable or is prevented, for other reasons, from taking the chair at the General Meeting, a member of the Supervisory Board determined by the Chairman or, in the event that no such determination is made or that the Supervisory Board member so determined is prevented from taking the chair at the General Meeting, the Deputy Chairman of the Supervisory Board shall take the chair at the General Meeting, provided that the latter is a shareholder representative. In the remaining cases, another member of the Supervisory Board determined by the Supervisory Board takes the chair.
- (2) The Chairman of the General Meeting chairs the deliberations and decides on the sequence of the items to be addressed. He determines the manner, form and sequence of the voting. If so announced in the invitation, the Chairman of the General Meeting may authorize the transmission of the General Meeting in full or in

part via visual and acoustic electronic media in a manner to be further determined by the Chairman.

- (3) The Chairman of the General Meeting may reasonably restrict, in terms of time, the right of shareholders to put questions and to speak. At the beginning or in the course of the General Meeting, he may, in particular, determine an appropriate framework, in terms of time, for both the course of the General Meeting and the discussion on individual items on the agenda as well as for individual questions and speaking contributions. In determining the time available for the individual questions and speaking contributions, the Chairman of the General Meeting may distinguish between first and repeated contributions and in accordance with further appropriate criteria.

§ 20

- (1) The voting right may be exercised through proxies. The granting of the power of attorney, its revocation and the provision of evidence vis-à-vis the Company for the granting of the power of attorney have to be made in text form. The granting of the power of attorney, its revocation and the provision of evidence for the granting of the power of attorney may also be effected by other electronic means to be determined by the Company in more detail. The relevant details for the granting of a power of attorney by electronic means are to be published together with the invitation to the General Meeting in the publication media of the Company.
- (2) In the case of doubts regarding the validity of a power of attorney, the decision lies with the Chairman of the General Meeting.
- (3) The Board of Management is authorized to stipulate that shareholders are entitled to cast their vote also without attending the General Meeting, in writing or by means of electronic communication (absentee vote). The Board of Management shall be authorized to stipulate the details of the extent and procedure of the absentee vote. The utilization of the absentee vote procedure, if any, and the relevant provisions stipulated in this respect are to be published together with the calling of the General Meeting of Shareholders.

§ 21

- (1) The resolutions of the General Meeting of Shareholders are to be adopted with the majority of votes validly cast, unless otherwise stipulated by mandatory law or the Articles of Association. Unless another majority is stipulated by mandatory legal provisions, amendments of the Articles of Association require a majority of two thirds of the votes cast or, if at least half of the registered share capital is represented, the simple majority of votes cast. The dismissal of Supervisory Board members who have been elected without the binding effect of election proposals requires a majority of at least three quarters of the votes cast.
- (2) In the General Meeting, each share entitles the holder to one vote.

Annual Financial Statements and Appropriation of Profits

§ 22

- (1) The General Meeting held each year within the statutory period of six months for the purpose of accepting the approved annual financial statements and the consolidated financial statements approved by the Supervisory Board or, in the cases pro-

vided for by law, for the purpose of approving the annual financial statements as well as for the adoption of a resolution on the appropriation of profits also decides on the discharge of the Board of Management and of the Supervisory Board as well as on the appointment of the auditor (Annual General Meeting of Shareholders).

- (2) When deciding on the appropriation of balance sheet profits, the General Meeting may also adopt a resolution for a distribution in kind instead of or in addition to a cash distribution.

Notifications and Transmission of Information

§ 23

- (1) The notifications of the Company are to be published in the Federal Gazette (*Bundesanzeiger*).
- (2) The Company is entitled, within the legally permissible framework, to transmit information to its shareholders by way of remote data transfer.

Concluding Provisions

§ 24

The sole shareholder E.ON Beteiligungen GmbH will bear the costs incurred by the Company in relation to the conversion into a European Company.

Annex 13.2 to the Spin-off and Transfer Agreement – Authorization to acquire and use treasury shares pursuant to section 71 para. 1 no. 8 of the German Stock Corporation Act

- (a) The company shall be authorised to acquire treasury shares up to a total of 10 percent of the registered share capital until 30 June 2021. Together with other treasury shares that are in the possession of the company or attributable to it pursuant to sections 71a et seq. of the German Stock Corporation Act, the acquired shares must not exceed 10 percent of the registered share capital at any time.

At the discretion of the board of management, the acquisition may be carried out (1) through the stock exchange, (2) by means of a public offer directed at all shareholders or a public solicitation to submit offers (hereinafter “**Acquisition Offer**”), (3) by means of a public offer or a public solicitation to submit offers for the exchange of liquid shares, which are admitted to trading in an organised market within the meaning of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz — WpÜG*) (hereinafter “**Exchange Shares**”), against shares of the company, (hereinafter “**Exchange Offer**”) or (4) through the use of derivatives (put or call options or a combination of both).

- (i) If the acquisition is carried out through the stock exchange, the consideration paid by the company for each share of the Company (not including incidental acquisition costs) must not exceed the market price of one share of the Company in the Xetra trading system (or a comparable successor system), determined in the opening auction on the Frankfurt Stock Exchange on the trading day, by more than 10 percent, and must not fall below such price by more than 20 percent.
- (ii) If the acquisition is carried out through an Acquisition Offer, the company may determine either a purchase price or a purchase price range at which it is willing to acquire the shares.

Subject to an adjustment during the offer period, the purchase price (not including incidental acquisition costs) must not, however, exceed the average market price of the share of the Company on the Frankfurt Stock Exchange on the last three exchange trading days prior to the public announcement of the Acquisition Offer, as determined based on the arithmetic means of Xetra trading’s auction closing prices, by more than 10 percent, and must not fall below such price by more than 20 percent. In the event that after the public announcement not insignificant variances in the applicable price occur, the purchase price may be adjusted. In this event, the average market price of the share on the Frankfurt Stock Exchange on the last three exchange trading days prior to the public announcement of the adjustment, if any, as determined based on the arithmetic means of Xetra trading’s auction closing prices, shall be relevant. The Acquisition Offer may provide for additional conditions.

In the event that the Acquisition Offer is oversubscribed, acceptance is to be effected as a rule in proportion to the respective shares offered. However, preferential acceptance of small offers or small portions of offers up to a maximum of 150 shares is permissible.

- (iii) If the acquisition is carried out through an Exchange Offer, the company may determine either an exchange ratio or a corresponding exchange range at which it is willing to acquire the shares of the company. In this regard, a cash consideration may be granted as a supplementary purchase price payment or as a compensation for fractional amounts.

Subject to an adjustment during the offer period, the exchange ratio or the exchange range in the form of one or several Exchange Shares and notional fractions (in each case including any fractional amounts, but not including incidental acquisition costs) must not exceed the relevant value of a share of the Company by more than 10 percent, and must not fall below such value by more than 20 percent. In this event, the basis for the calculation of the exchange ratio or of the exchange range shall be the average market price of the Exchange Shares and of the shares of the company on the Frankfurt Stock Exchange on the last three exchange trading days prior to the public announcement of the Exchange Offer, as determined based on the arithmetic means of Xetra trading's auction closing prices. In the event that after the public announcement not insignificant variances in the relevant market price of the shares of the company or of the Exchange Shares occur, the exchange ratio or the exchange range may be adjusted. In this event, the average market prices of the Exchange Shares and of the shares of the company on the Frankfurt Stock Exchange on the last three exchange trading days prior to the public announcement of the adjustment, if any, as determined based on the arithmetic means of Xetra trading's auction closing prices, shall be relevant. The Exchange Offer may provide for additional conditions.

In the event that the Exchange Offer is oversubscribed, acceptance is to be effected as a rule in proportion to the respective shares offered. However, preferential acceptance of small offers or small portions of offers up to a maximum of 150 shares is permissible.

- (iv) If the acquisition is carried out using derivatives in the form of put or call options or a combination thereof, the option contracts must be concluded with a financial institution or through the stock exchange at terms close to market conditions, for the determination of which, inter alia, the purchase price payable upon exercise of the option, the exercise price, shall be taken into account. In any case, where derivatives in the form of put or call options or a combination thereof are being used, treasury shares up to a maximum of 5 percent of the registered share capital may be acquired. The term of the respective option must not exceed 18 months and shall end, in any case, no later than on 30 June 2021. In analogous application of section 186 para. 3 sentence 4 of the German Stock Corporation Act, the shareholders shall not have the right to demand the conclusion of such option contracts with the company. The exercise price (not including incidental acquisition costs but including the option premium received or paid) must not exceed the average market price of the share of the Company on the Frankfurt Stock Exchange on the last three exchange trading days prior to the conclusion of the relevant option contract, as determined based on the arithmetic means of Xetra trading's auction closing prices, by more than 10 percent, and must not fall below such price by more than 20 percent.

These authorisations may be utilised on one or several occasions, in whole or in partial amounts, in pursuit of one or more objectives by the company but also by group entities or by third parties for the account of the company or of the group entities.

- (b) The board of management shall be authorised to use shares of the company that will be or have been acquired based on the authorisation granted under (a) and/or based on prior authorisations by the general meeting, with the consent of the supervisory board and excluding shareholder subscription rights – in addition to a sale through the stock exchange or by means of an offer granting a subscription right to all shareholders – as follows:
 - (i) The aforementioned shares of the company may be sold against cash consideration provided that the selling price is not significantly lower than the market price of the shares of the company at the time of the sale (section 186 para. 3 sentence 4 of the German Stock Corporation Act). Thereby, the sum of the shares sold under exclusion of the subscription right pursuant to section 186 para. 3 sentence 4 of the German Stock Corporation Act must not exceed 10 percent of the registered share capital. The decisive factor for the calculation of the 10-percent limit is the amount of the registered share capital at the time this authorisation takes effect or, should this value be lower, at the time of the utilisation of this authorisation. Insofar as, during the term of this authorisation until its utilisation, use is made of another existing authorisation to issue or dispose of shares of the company or to issue rights that enable or oblige to subscribe for shares of the company, and if, in doing so, the subscription right is excluded pursuant or corresponding to section 186 para. 3 sentence 4 of the German Stock Corporation Act, these shares must be set off against this 10-percent limit.
 - (ii) The aforementioned shares of the company may be sold against non cash contribution, in particular also in the course of business combinations or the acquisition of undertakings, parts of undertakings, participations or other assets. Granting of conversion or subscription rights as well as of purchase options and lending of shares in the context of a securities lending transaction shall also constitute a sale as defined herein. Moreover, the aforementioned shares may be used for ending or settling valuation proceedings under company law (*gesellschaftsrechtliche Spruchverfahren*) at affiliates of the company.
 - (iii) The aforementioned shares of the company may be used in order to satisfy the rights of creditors of bonds carrying conversion or option rights or conversion obligations issued by the company or its group entities.
 - (iv) The aforementioned shares of the company may be offered for purchase and transferred to individuals who are or were employed by the company or one of its affiliates.
- (c) In addition, the board of management shall be authorised to redeem treasury shares without such redemption or its implementation requiring an additional resolution by the general meeting.
- (d) Shares may only be used under exclusion of the subscription right pursuant to (b) (i), (ii), (iii) and (iv) to the extent that the new shares issued under this authorisa-

tion, which are issued or sold by the company during the term of this authorisation up to its utilisation under another existing authorisation under exclusion of the subscription right of the shareholders, or that are to be issued due to rights that are issued during the term of this authorisation up to its utilisation on the basis of another existing authorisation under exclusion of the subscription right, and which enable or oblige to subscribe for shares of the company, are not calculated to exceed 20 percent of the registered share capital at the time this authorisation takes effect or, should this value be lower, at the time of the utilisation of this authorisation.

- (e) The authorisations provided for in (b) may be used one or several times, in whole or in part, individually or jointly also with reference to treasury shares that were acquired by or for the account of undertakings that are dependent on the company or are majority-owned by the company, or by third parties acting for the account of the company.

Annex 13.3 to the Spin-off and Transfer Agreement – Authorisation to issue convertible/option bonds pursuant to section 221 German Stock Corporation Act

Authorisation for the issue of convertible bonds, option bonds and/or a combination of these instruments

- (i) Term of the authorisation, maturity, nominal amount, number of shares, consideration, currency, issue by group entities

The board of management shall be authorised to issue in the period up to 30 June 2021, with the consent of the supervisory board, one or several times, also simultaneously in different tranches, subordinated or non-subordinated convertible bonds, option bonds and/or a combination of these instruments, in registered form or made out to the bearer, with or without maturity cap, in the total nominal amount of up to €1,000,000,000 (hereinafter: “**Bonds**”), which, subject to the more detailed provisions in the respective conditions of the Bonds and/or warrants (hereinafter: “**Terms of Issue**”), grant, or impose upon, the holders or creditors of the Bonds or of the warrants (hereinafter: “**Holder**s”) conversion rights, conversion obligations, option rights and/or option obligations with regard to a total of up to 85,360,170 registered no-par-value shares of the company with a proportionate amount of the registered share capital of the company up to a total of €145,112,289 (hereinafter: “**Shares of the Company**”). The Bonds may be issued against cash contribution but also against non-cash contribution.

The Bonds may also be issued by affiliates of the company pursuant to sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz - AktG*) that have their registered office within the country or abroad (hereinafter: “**Group Entities**”). In the event of an issue by a Group Entity, the board of management shall be authorised to assume, with the consent of the supervisory board, the guarantee for the Bonds on behalf of the company and to grant, or impose upon, the Holders of Bonds or warrants conversion rights, conversion obligations, option rights and/or option obligations with regard to Shares of the Company.

In addition to issues in euro, the Bonds may also be issued in the legal currency of an OECD country — limited to the appropriate equivalent amount in euros. Should the Bonds be issued in another currency than euros, the appropriate equivalent amount, calculated by using the euro reference rate of the European Central Bank valid on the day immediately preceding the adoption of the resolution to issue the Bonds, must be taken as a basis.

- (ii) Conversion right/conversion obligation; conversion ratio

In the event of an issue of Bonds carrying conversion rights or conversion obligations, the right is granted to, or the obligation is imposed upon, the Holders to convert their convertible bonds, subject to the more detailed provisions in the Terms of Issue, into Shares of the Company. The prorated amount of the registered share capital of the Shares of the Company to be issued for each Bond upon conversion must not exceed the nominal amount of the Bond, or, if the issue price is lower than the nominal amount, the issue price of the Bond.

The conversion ratio shall be determined by dividing the nominal amount, or, if the issue price is lower than the nominal amount, by dividing the issue price by the

conversion price for one Share of the Company. In addition, the Terms of Issue can also provide for a variable exchange ratio and for the calculation of the conversion price on the basis of future stock exchange prices within a certain range.

(iii) Option right/option obligation

In the event of an issue of Bonds carrying option rights or option obligations, one or more warrants are added to each Bond which entitle the Holder, subject to the more detailed provisions in the Terms of Issue, to subscribe for Shares of the Company. The prorated amount of the registered share capital of the Shares of the Company to be issued upon exercise of the options must not exceed the nominal amount of the Bonds.

(iv) Conversion or option price

The respective conversion or option price to be determined must amount to at least 80 percent of the relevant reference price except for cases in which a conversion or option obligation or a substitution right is being provided for. “**Reference Price**” means the volume-weighted average stock exchange price of the Shares of the Company in electronic trading on the Frankfurt Stock Exchange (or a comparable successor system) on the ten trading days preceding the stipulation of the final terms and conditions of the Bonds.

In cases where a conversion or option obligation or a substitution right is being provided for, the conversion price must at least correspond to either the aforementioned minimum price or the volume-weighted average stock exchange price of the Shares of the Company in electronic trading on the Frankfurt Stock Exchange (or a comparable successor system) on at least three trading days preceding the determination of the conversion or option price, subject to the more detailed provisions in the Terms of Issue, even if this average price is lower than the aforementioned minimum price (80 percent).

Section 9 para. 1 and section 199 para. 2 of the German Stock Corporation Act shall remain unaffected.

(v) Protection against dilution, adjustment mechanisms

Notwithstanding section 9 para. 1 of the German Stock Corporation Act, the Terms of Issue may provide for terms governing the protection against dilution and adjustment mechanisms. This applies, e.g., to the following cases:

- capital measures at the company during the term of the Bonds (e.g., capital increases with the granting of subscription rights, capital reductions and share splits);
- distribution of dividends;
- issue of subscription rights for further Bonds carrying conversion rights, conversion obligations, option rights and/or option obligations that entitle to the subscription of Shares of the Company;
- other exceptional events during the term of the Bonds (e.g., change of control at the company).

The terms governing the protection against dilution and adjustment mechanisms provided for in the Terms of Issue can especially deal with changes in the conver-

sion or option price, the granting of subscription rights for Shares of the Company or for conversion or option bonds, or the granting and adjustment of cash components. Section 9 para. 1 and section 199 para. 2 of the German Stock Corporation Act shall remain unaffected.

(vi) Further possible stipulations in the Terms of Issue

The Terms of Issue can provide for the right of the company, or of the Group Entity issuing the respective convertible bonds, to pay an amount of money instead of delivering Shares of the Company. The Terms of Issue can also grant the right to grant the Holders Shares of the Company in whole or in part instead of paying the amount of money due.

The fulfilment of option or conversion rights of the Holders and of claims arising upon mandatory conversion and mandatory exercise of an option, respectively, can also be made through the delivery of treasury shares of the company and through the issue of new shares from conditional capital and/or authorised capital of the company, and/or from conditional capital and/or authorised capital and/or from an ordinary capital increase to be resolved at a later point in time.

In any event the exchange or subscription ratio can be rounded up or down to a whole number. Apart from that, the combination of fractions and/or their compensation in cash can be provided for; furthermore, an additional payment in cash can be provided for.

(vii) Implementation

The board of management shall be authorised to determine the precise calculation of the exact conversion or option price as well as the other details of the issue and the features of the Bonds as well as the Terms of Issue, or to stipulate them in mutual agreement with the executive bodies of the respective Group Entity issuing the Bonds, respectively, in particular the interest rate, the issue price, the maturity and denomination, the subscription or exchange ratio, the conversion or option price, the establishment of a conversion or option obligation, the stipulation of an additional payment to be made in cash, the compensation or combination of fractions, the cash payment instead of the delivery of shares, the delivery of shares instead of the payment of the amount of money due, the delivery of existing instead of the issue of new shares as well as the conversion or option exercise period.

(viii) Subscription right, exclusion of subscription right

The shareholders are entitled to subscribe for the Bonds as a matter of principle. The subscription right can also be granted in such a way that the Bonds are acquired by a credit institution or by an undertaking equivalent to a credit institution pursuant to section 186 para. 5 sentence 1 of the German Stock Corporation Act, or by a syndicate of such credit institutions or undertakings with the obligation to offer the Bonds to the shareholders of the company for subscription. Insofar as the Bonds are issued by a Group Entity, the company must ensure that its shareholders are granted the statutory subscription right in compliance with sentences 1 and 2 above.

However, the board of management is authorised to exclude, with the consent of the supervisory board, the subscription right of the shareholders in the following cases:

- as a compensation for fractional amounts;
- to the extent to which Bonds are issued against non-cash contribution;
- to the extent to which Bonds are issued against cash contribution and their issue price is not substantially lower than the theoretical market value calculated in accordance with generally accepted methods used in financial mathematics. This authorisation to exclude the subscription right is limited to the issue of Bonds that grant, or impose, conversion rights, conversion obligations, option rights and/or option obligations with regard to Shares of the Company not exceeding a share of 10 percent of the registered share capital of the company. The decisive factor for the calculation of this 10-percent limit is the amount of the registered share capital at the time the present authorisation takes effect or, should this amount be lower, at the time of the exercise of the present authorisation. If, during the term of this authorisation until the issue of convertible or option bonds without granting subscription rights pursuant to section 186 para. 3 sentence 4 of the German Stock Corporation Act, use is made of other authorisations to issue or dispose of Shares of the Company or to issue rights that enable or oblige to subscribe for Shares of the Company, and if, in doing so, the subscription right is excluded pursuant or corresponding to section 186 para. 3 sentence 4 of the German Stock Corporation Act, these shares must be set off against the aforementioned 10-percent limit; or
- insofar as this is necessary for the sake of protection against dilution to grant the Holders of previously issued Bonds carrying conversion rights, conversion obligations, option rights and/or option obligations subscription rights to the extent to which they would be entitled after exercising their rights or fulfilling their obligations.

The board of management may only make use of the aforementioned authorisations to exclude the subscription right to such an extent that the shares accounted for by conversion or option bonds issued without subscription right do not represent more than 20 percent of the registered share capital in total. The decisive factor for the calculation of this 20-percent limit is the amount of the registered share capital at the time these authorisations take effect or, should this value be lower, at the time of the exercise of these authorisations. If, during the term of this authorisation until the issue of convertible or option bonds without granting subscription rights, use is made of other authorisations to issue or dispose of Shares of the Company or to issue rights that enable or oblige to subscribe for Shares of the Company, and if, in doing so, the subscription right is excluded pursuant or corresponding to section 186 para. 3 sentence 4 of the German Stock Corporation Act, these shares must be set off against the aforementioned 20-percent limit.

Annex 14 to the Spin-off and Transfer Agreement – Framework Agreement

Framework Agreement regarding the creation of the E.ON and Uniper Business Divisions (“Agreement”)

between

- (1) E.ON SE, registered in the commercial register of the Local Court (*Amtsgericht*) of Düsseldorf under HRB 69043 (“**E.ON**”),

and

- (2) Uniper SE, registered in the commercial register of the Local Court of Düsseldorf under HRB 77425, (“**Uniper**”).

E.ON and Uniper are collectively referred to as the “**Parties**” and each individually as a “**Party**”.

Preamble

- (A) E.ON resolved to adopt a new strategic orientation for the E.ON Group, as a result of which two groups of entities were formed at the level below E.ON through internal restructuring measures within the group. Below the level of Uniper in its function as the future ultimate parent company of a newly formed group of entities, entities have been consolidated in order to combine the business areas of Conventional Generation (excluding the German nuclear energy activities), Global Energy Trading, and Electricity Generation Russia, and certain assets have been transferred to these entities (these entities including Uniper, the “**Uniper Business Division**”). At E.ON, the business areas of Renewables, Energy Networks and Customer Solutions as well as the activities in Turkey and the nuclear power business in Germany will be continued (these entities including E.ON, the “**E.ON Business Division**”, together with the Uniper Business Division, the “**Business Divisions**”).
- (B) The Parties declare that in the course of the creation of the Business Divisions as of 1 January 2016 (“**Effective Date**”), all assets that were to be allocated to one of the Business Divisions remained with an entity allocated to that Business Division, or were transferred to entities of that Business Division, or were the subject matter of a corresponding transfer agreement or of a right of use in favour of one or several entities of that Business Division. The allocation of entities and assets was carried out in such a way that both Business Divisions can continue the activities performed to the extent performed on 1 January 2016, and that each of them, as a whole, is fundamentally capable of functioning on its own.

- (C) Subsequent to the Effective Date, in concluding this Agreement the Parties wish to complement and settle any as yet not fully settled items without, however, amending any arrangements already made by entities of the Business Divisions in the course of the creation of the Business Divisions.
- (D) At present, E.ON holds 53.35% of the shares of Uniper Holding GmbH (“**UHG**”) through its wholly owned subsidiary Uniper Beteiligungs GmbH (“**UBG**”). The remaining 46.65% of the shares of UHG are held by Uniper. It is intended to spin off to Uniper, in the course of 2016, E.ON's majority stake in the Uniper Business Division indirectly held via UBG by concluding a spin-off and transfer agreement (“**Spin-off and Transfer Agreement**”) so that a new ultimate parent company, Uniper, will be created whose shares will be majority-owned by the shareholders of E.ON when the spin-off takes effect (“**Spin-off**”). After the Spin-off has taken effect, the Uniper shares shall be listed on the stock exchange (“**Listing**”).

Now, therefore, the Parties agree as follows:

I. Creation of the Business Divisions

1 Principle of conclusive allocation

- 1.1** In the course of the internal restructuring measures within the group that were completed as of 1 January 2016, all entities, activities and assets were allocated to the E.ON Business Division or to the Uniper Business Division with final and binding effect.
- 1.2** Subsequent adjustments of this allocation to the Business Divisions are not intended, the only exception being deviating arrangements agreed upon between the Parties and/or entities of their Business Divisions, e.g., under agreements pursuant to clause 2 or contracts with respect to the creation of the Business Divisions.
- 1.3** Insofar as an asset allocated to a Business Division has not been transferred to this Business Division due to a required and pending third party action, the Party who still holds the asset in its Business Division shall pass on any benefits received therefrom (including received payments and assigned rights) to the other Party and shall exercise any rights therefrom in accordance with prior directions from the other Party.

2 Cooperation should required assets not be available

- 2.1** If, subsequent to the Effective Date, an entity of a Business Division has a special requirement for an asset of an entity of the other Business Division in order to be able to properly continue its activities to the extent and with the content carried out on 1 January 2016, the Parties shall convene upon request of one of the Parties in order to negotiate about a transfer of the asset, the granting of a right to (jointly) use the asset or, if required, assistance with the re-procurement of the asset.
- 2.2** The negotiations shall be conducted with the aim of adequately taking both Parties' interests into account. There is no right to claim the transfer of the asset, the granting of a right to (jointly) use the asset, or assistance with the re-procurement of the asset.

2.3 The Parties assume that special requirements within the meaning of clause 2.1 will be recognised and asserted within a period of 18 months from the Effective Date.

3 Security

3.1 To the extent to which entities of a Business Division (“**Securing Entities**”) have issued sureties (*Bürgschaften*) or guarantees (*Garantien*), assumed indemnification obligations or provided other collateral (“**Security**”) for liabilities of the respective other Business Division (“**Secured Other Business Division**”) before the Spin-off takes effect, such Security, subject to clause 3.2, shall be replaced by entities of the Secured Other Business Division without undue delay, unless this has already been done in the past. Should the consent of third parties be required for a replacement pursuant to sentence 1, the Parties will use their best endeavours to obtain this consent.

3.2 Clause 3.1 shall not apply to Security provided by Securing Entities for the obligations of an entity of the Secured Other Business Division in the context of a contract whose subject matter is the purchase or sale of shares in companies or assets (“**M&A Contract**”), which was concluded between an entity of the Secured Other Business Division as the purchaser or seller and a third party.

3.3 If, in the cases provided for in clause 3.1 or clause 3.2, claims are asserted against a Securing Entity under Security furnished for liabilities of the Secured Other Business Division, the Party of the Business Division of the Securing Entity is entitled to claim indemnification of the entities of its Business Division with regard to the necessary costs and expenses arising in connection with the assertion of such claims and regarding any and all damage incurred from the Party of the Secured Other Business Division.

3.4 Securing Entities that have been called upon shall not have any payment claims under transferred rights to the extent to which the indemnification claim provided for in clause 3.3 has been settled. To the extent required, the Parties shall see to it that the respective claims are internally offset within their Business Divisions.

3.5 Insofar as the Party of the Secured Other Business Division is being called upon itself on the basis of the provisions of section 133 of the German Conversion Act (*Umwandlungsgesetz - UmwG*) under a Security for which it would otherwise be obliged to indemnify the respective other Party under this Agreement, claims pursuant to clause 8 of the Spin-off and Transfer Agreement between the Parties shall be excluded.

3.6 The provisions of clauses 3.1 to 3.4 shall apply without exception to any Security furnished by Securing Entities after the Effective Date for liabilities of the Secured Other Business Division, unless the Securing Entities have explicitly declared the continued existence of the Security also after the Spin-off has taken effect.

4 Taxes

4.1 Within the meaning of this clause 4, taxes shall include (i) taxes and ancillary tax payments with the meaning of section 3 of the German Fiscal Code (*Abgabenordnung - AO*), including tax withholdings and tax prepayments, (ii) tax liabilities of any kind (in particular due to any liability arising out of the German Conversion Act, the German Fiscal Code or any tax law), (iii) any administrative or criminal fines imposed in this context, and (iv) comparable payments under foreign law.

Within the meaning of this clause 4, taxes shall not include any tax allocation and deferred taxes.

4.2 Insofar as income taxes established by 31 December 2015 (effective transfer date for tax purposes for the Spin-off) subsequently change the tax income, especially as a result of an audit, before loss deduction, of E.ON or of one of its affiliates of the E.ON Business Division (“**E.ON Group Entity**”), and provided this causes contrary changes in the tax income of Uniper or one of its affiliates of the Uniper Business Division (“**Uniper Group Entity**”) later on, Uniper shall reimburse E.ON for any reduction in taxes, or E.ON shall reimburse Uniper for any increase in taxes, which, respectively, results therefrom at Uniper or at one of the Uniper Group Entities. A relevant subsequent change in the tax income before loss deduction of E.ON or of an E.ON Group Entity is only deemed to have occurred if notices of tax assessment have been issued which are uncontested to this extent, or which are no longer contestable. Reimbursements shall only be effected as soon as and insofar as a reduction or increase in taxes has an effect on cash flows. The calculation of the reimbursement amount shall take into account circumstances in which the recipient of the reimbursement is obliged to declare the reimbursement for tax purposes and the party liable to make the reimbursement is able to deduct such reimbursement from its tax burden.

4.3 If a tax group was declared to exist between E.ON or an E.ON Group Entity as the controlling entity and Uniper or a Uniper Group Entity as the controlled entity for tax years up to and including 2015 and this tax group is subsequently not recognised by the tax authorities, and if, at the level of Uniper or of the Uniper Group Entity, the tax burden resulting from the subsequent non-recognition of the tax group is not taken into account when calculating any profit transfer or loss assumption, Uniper or the Uniper Group Entity must receive reimbursement of the corresponding differences between the actual profit transfer/loss assumption and the profit transfer/loss assumption which takes the tax burden of E.ON and/or of the E.ON Group Entity into account. If the non-recognition of the tax group leads to a tax advantage for Uniper or for a Uniper Group Entity, E.ON or the E.ON Group Entity that was the controlling entity pursuant to sentence 1 must receive reimbursement of such a tax advantage. The provisions in section 4.2 shall apply accordingly.

The Parties undertake to perform all reasonable acts to remedy a tax group contested by the tax authorities with a view to tax effects. This especially concerns possible corrections of annual accounts drawn up in line with commercial law in the event that the tax authorities object to a transfer of profits. Moreover, Uniper undertakes not to cause (retroactive) events that would lead to the non-recognition of tax groups that were established at the E.ON Group up to and including 2015. This shall not apply insofar as this exclusively concerns Uniper and/or the Uniper Group Entities.

The provisions in this clause 4.3 shall apply accordingly to non-recognised tax groups whose establishment between a Uniper Group Entity as the controlling entity - that was not in turn to be classified as a controlled entity of an E.ON Group Entity -, and an E.ON Group Entity as the controlled entity was declared for tax years up to and including 2015.

4.4 To the extent to which shares in Uniper or in other Uniper Group Entities are burdened by lock-up periods under income tax law, and provided the violation of a lock-up period would entail an increase in the taxable income before loss deduction of E.ON and/or of an E.ON Group Entity, Uniper undertakes to ensure that Uniper and the Uniper Group Entities will refrain from measures that would violate such lock-up periods, file any and all applications required in the context of such lock-up periods, and fulfil further tax obligations. In the event of a violation of this obligation, Uniper shall reimburse E.ON for any tax damage incurred by E.ON and/or the respective affected E.ON Group Entities. Any tax damage shall be calculated on the basis of the actual additional tax burden resulting from the violation of the lock-up period, taking opposite tax advantages from an increase in book values at E.ON and/or at E.ON Group Entities into account. The provisions in section 4.2 shall apply accordingly.

To the extent to which shares in E.ON Group Entities are burdened by lock-up periods under income tax law, and provided the violation of a lock-up period would entail an increase in the taxable income before loss deduction of Uniper and/or of a Uniper Group Entity, the provisions stated above in this clause 4.4 shall apply accordingly.

Should the Spin-off itself violate lock-up periods under income tax law that burden shares in entities of the E.ON Group and/or of the Uniper Group, any resulting tax damage shall be borne by E.ON and/or the respective affected E.ON Group Entity.

4.5 The provisions in clauses 4.2 to 4.4 shall apply accordingly to any tax burden and tax relief under foreign tax law.

4.6 A Party is only entitled to assert reimbursement claims pursuant to clauses 4.2, 4.3, 4.4 and 4.5 against the respective other contracting party if the event triggering the individual claim has an effect on the taxable base that exceeds €1,000,000.

4.7 Uniper undertakes to file in due time, taking possible extensions of time into account, any and all tax returns and self-assessment returns (*Steueranmeldungen*) and to make any other required declarations towards the tax authorities that are legally required to be filed or made for all Uniper Group Entities, which concern tax years up to and including 2015 and which can have an influence on the tax assessment of E.ON or of an E.ON Group Entity, and to place such documents at E.ON's disposal in advance for important matters in order to enable E.ON to exert prior influence, within a reasonable period of time, on the tax returns, self-assessment returns and any other required declarations towards the tax authorities. Clause 4.8 shall apply accordingly.

Pending appeal proceedings for tax issues and proceedings before fiscal courts to which a Uniper Group Entity is a party and which concern tax years in which the entity concerned formed part of the E.ON Group and which can have an effect on the tax assessment of E.ON or of an E.ON Group Entity shall be continued in the interest of and upon instruction of E.ON and/or of the respective affected E.ON Group Entity. Uniper undertakes to provide E.ON and/or the respective affected E.ON Group Entity with any and all information connected therewith in advance and in such a way that E.ON is enabled to exert prior influence, within a reasonable period of time, on the pending appeal proceedings and proceedings before fiscal courts. Clause 4.8 shall apply accordingly.

The provisions above shall apply accordingly to tax returns and self-assessment returns as well as to appeal proceedings and proceedings before fiscal courts to which E.ON and/or an E.ON Group Entity is a party, which concern tax years up to and including 2015 and which can have an influence on the tax assessment of Uniper and of the Uniper Group Entities.

- 4.8** Notwithstanding the provisions in clauses 8, 12, 13 and 14 of this Agreement, the Parties will cooperate in all tax matters on the basis of mutual trust. To the extent required for the tax treatment of the Spin-off and for the provisions contained in this clause 4, the Parties will provide each other with information and grant each other the right to inspect documents that are relevant from a tax perspective. Without the prior written consent of the respective other Party, none of the Parties is entitled to accept findings resulting from tax audits or tax assessments that can lead to the assertion of claims against entities of the respective other Business Division. Upon written request of the Party that would be obliged to make a reimbursement, appeals must be lodged against underlying tax assessments or other decisions of a tax authority or of a fiscal court. In their internal relationship, the appellant must involve that Party in conducting the appeal proceedings. The Parties shall provide the required information in advance and in such a way that the respective other Party is enabled to exert prior influence, within a reasonable period of time, on the appeal proceedings and the proceedings before fiscal courts. The costs of the appeal proceedings and of the proceedings before fiscal courts shall be borne by the Party in whose interest the proceedings are to be conducted.
- 4.9** In the event that the Spin-off effective date and hence the effective transfer date for tax purposes for the Spin-off are postponed, the points in time and periods referred to above in clause 4 shall be postponed accordingly.

II. Liability

5 General provisions on liability

- 5.1** Each Party shall be liable for any and all liabilities allocated to its Business Division on and/or as of 1 January 2016 as well as for risks and liabilities (including liabilities resulting from violations of legal conduct requirements) arising out or in connection with entities and assets allocated to its Business Division on and/or from 1 January 2016 (irrespective of whether or not they were established before or after 1 January 2016), unless the respective other Party or an entity of its Business Division or an asset allocated to this Business Division on and/or as of 1 January 2016 has caused the creation of the corresponding liabilities on or after 1 January 2016.
- 5.2** Legal rights of recourse to which, contrary to the provisions in clause 5.1, an entity of a Business Division is entitled with respect to one or several entities of the respective other Business Division in the event of being correspondingly called upon by third parties (e.g., section 24 para. 2 of the German Federal Soil Protection Act (*Bundes-Bodenschutzgesetz - BBodSchG*)) are excluded.
- 5.3** To this extent each Party shall indemnify the entities of the respective other Business Division against all liabilities and all related and required costs and expenses

as well as damage incurred arising out or in connection therewith, to the extent to which these entities are being called upon for liabilities or risks for which the Party that is under an indemnification obligation is liable pursuant to the provisions in clause 5.1.

6 Warranties

6.1 The agreements that were concluded in the course of or for the creation of the E.ON and Uniper Business Divisions contain in part warranties that relate to assets transferred by way of singular succession. These shall be conclusive.

6.2 Should arrangements have been made for warranties for transferred assets between entities of the Uniper Business Division and entities of the E.ON Business Division, the Parties shall seek to bring about a situation where potential claims under these warranties are not asserted and settled by the affected entities among themselves; such claims shall rather be asserted and settled exclusively by and among the Parties as the respective ultimate parent companies of the Business Divisions. To the extent necessary, within their Business Divisions the Parties shall ensure the settlement of claims in their respective Business Division.

7 Assumption of contractual obligations from agreements concluded by and between entities of the respective other Business Division and Third Parties

7.1 Pursuant to the provisions in clause 5, in particular also liabilities resulting from agreements concluded by and between entities of a Business Division and third parties (including M&A Contracts), are to be borne by the respective affected entities of this Business Division; this shall also apply to the extent to which the agreements, or the entities of the Business Division which are obligated under these agreements, had only been transferred to the affected Business Division in the course of the creation of the Business Divisions.

7.2 Insofar as entities of a Business Division are Parties to agreements with third parties (including M&A Contracts) ("**Contracting Entities**") and these agreements create obligations to assume liability (*Einstandspflichten*) or obligations to furnish Security on the part of entities of the respective other Business Division ("**Obligated Other Entities**") with a view to the obligations of Contracting Entities existing under these agreements, the Party of the Business Division of the Contracting Entities shall indemnify the Obligated Other Entities against such liabilities. Clauses 3.1 sentence 2, 3.3, 3.4 and 3.5 shall apply accordingly. The Contracting Entities will not assert any claims against the entities of the respective other Business Division under the legal relationships concerned.

7.3 Clause 2 shall apply to assets needed by an entity of one Business Division from an entity of the other Business Division in order to meet an obligation towards a third party assigned to it that had already been created on 1 January 2016.

8 Preconditions of the indemnification obligation, conduct of proceedings

8.1 Should a third party assert a claim against an entity of a Business Division or institute judicial or administrative proceedings or announce such a claim or such proceedings in writing, and if, pursuant to the justified assumption of one Party, the third party being successful with the assertion of its claim or turning out to be the prevailing party in such proceedings would lead to a permitted claim of this Party pursuant to this Agreement ("**Indemnified Party**") against the other Party ("**In-**

demnifying Party”) for indemnification under this Agreement (“**Third-Party Claim**”), the following shall apply, subject to the provisions in clause 4:

- 8.2** The Indemnified Party must notify the Indemnifying Party without undue delay of the Third-Party Claim and place at the disposal of the Indemnifying Party any and all information available to it that is necessary to review the Third-Party Claim.
- 8.3** If and as soon as the Indemnifying Party notifies the Indemnified Party of its decision to assume the defence against the Third-Party Claim, the former shall have the sole right to issue instructions to the latter in respect of the defence against the Third-Party Claim. The right to issue instructions must be exercised with the care of a prudent businessman and with due regard to the financial interests of the Indemnified Party and of the entities of its Business Division. The Indemnified Party will cooperate with the Indemnifying Party upon the latter's request in the defence against the Third-Party Claim and/or ensure that the affected entity of its Business Division cooperates with the Indemnifying Party.
- 8.4** If the Indemnifying Party fails to notify the Indemnified Party within 20 business days following notification pursuant to clause 8.2 of its decision to assume the defence against the Third-Party Claim, the defence against the Third-Party Claim shall lie within the discretion of the Indemnified Party and/or the affected entity of its Business Division. In this event the Indemnified Party is not obliged to inform the Indemnifying Party of measures taken against the Third-Party Claim. Upon request of the Indemnified Party, the Indemnifying Party shall cooperate with the Indemnified Party and/or the affected entity of its Business Division in the defence against the Third-Party Claim. The Indemnified Party shall not, however, fulfil or acknowledge the Third-Party Claim in whole or in part, or agree to a settlement in respect of the Third-Party Claim in whole or in part, without prior notification of the Indemnifying Party, and shall make sure that this obligation is also honoured by each entity of its Business Division that is possibly affected.
- 8.5** Insofar as the Indemnified Party fails to fulfil its duties to cooperate, the Indemnifying Party shall bear liability due to the respective Third-Party Claim only to the extent to which such liability would also exist if the Indemnified Party had fulfilled its duties to cooperate. The burden of proof in this respect shall rest with the Indemnifying Party.
- 8.6** Any and all necessary costs and expenses of the Indemnified Party and, possibly, of the affected entity of its Business Division arisen in connection with the defence against the Third-Party Claim shall be borne by the Indemnifying Party. The Indemnifying Party shall also bear its own costs and expenses.

9 Scope of the indemnification obligation, passing on of benefits

- 9.1** A right to claim indemnification under this Agreement for damage, costs and expenses exists (i) with a view to damage, exclusively for direct and indirect damage, but not for damage caused by lost profits or lost business opportunities, and (ii) with a view to costs, exclusively for external costs.
- 9.2** Subject to sentence 2, each Party may assert claims for payment under this Agreement only if and insofar as
- 9.2.1** each individual claim exceeds an amount of €1,000,000, and
- 9.2.2** the total sum of all claims asserted exceeds an amount of €10,000,000.

Sentence 1 does not apply to indemnification claims pursuant to clauses 3.3, 4 and 7.2 and neither to claims for the assignment of claims and transmission of benefits pursuant to clause 9.3.

- 9.3** Insofar as an entity of a Business Division has the right to claim insurance benefits or replacements or other measures from insurance companies or other third parties for damage, costs, expenses or other burden with regard to which the Party of the respective other Business Division has an indemnification obligation pursuant to this Agreement, such claims must be assigned to the Indemnifying Party, or be asserted. Any and all benefits received due to such claims must be passed on to the Indemnifying Party. In this respect the duty to assign and pass on stipulated in this clause 9.3 only exists to the extent to which the Indemnifying Party is actually obliged to indemnify pursuant to clauses 9.1 and 9.2.

III. Ongoing relationships between the Business Divisions

10 Subsidies, state aid

None of the Parties and no other entity of their respective Business Division shall be liable towards the Party or another entity of the respective other Business Division for the withdrawal of subsidies or state aid that are or is withdrawn due to the creation of the Business Divisions or due to the Spin-off. However, in such an event the Parties will support each other with regard to the renewed application for such subsidies or state aid by providing necessary information to the extent legally permissible. Section 14.2 shall apply accordingly.

11 Insurance benefits

- 11.1** Insofar as a damage event occurring at an entity of a Business Division (“**Damaged Entity**”) triggers an insured damage with regard to which an entity of the respective other Business Division has a claim for insurance benefits (“**Insured Entity**”), the Parties shall jointly see to it that the insurance benefits are claimed. Section 14.2 shall apply accordingly. In the relationship to the Insured Entity, the Party of the respective other Business Division shall bear any and all necessary costs and expenses incurred for the assertion of the claim, and shall indemnify the Insured Entity in this respect.

- 11.2** If the insurance claim has been successfully asserted, any and all insurance benefits that the Insured Entity has received for the event insured in question are to be paid to the Damaged Entity. Claims for payment or other replacement which the Damaged Entity is entitled to assert against third parties in relation to the event insured shall be assigned to the Insured Entity.

12 Documents, data

12.1 Surrender of documents, migration of data

- 12.1.1** Each Party shall surrender to the other Party - subject to clause 12.1.3 and notwithstanding the right to make and retain copies as far as legally permissible - any and all documents such as deeds or records in physical or electronic form and any other information in physical or electronic form (“**Documents**”) that were generated before the Spin-off took effect (“**Historical**”).

Documents”), insofar as they are exclusively to be allocated to the Business Division of the respective other Party. Sentence 1 of this clause 12.1.1 shall apply accordingly to data, subject to the proviso that the duty to surrender is replaced with the duty to migrate the data that were generated before the Spin-off took effect (“**Historical Data**”). In order to implement the provisions in this clause 12, in principle the entities of the Parties' Business Divisions shall directly contact each other.

12.1.2 The surrender of Historical Documents and the migration of Historical Data shall in principle be effected until the Spin-off takes effect, or without undue delay after their generation. The provisions of this clause 12.1 shall apply to Documents and data generated after the Spin-off takes effect, but still before completion of the Listing, subject to the proviso that the taking effect of the Spin-off is replaced with the completion of the Listing.

12.1.3 No obligation to surrender or migrate pursuant to clause 12.1.1 exists insofar as and as long as the Parties and/or entities of both Business Divisions make arrangements for the transitional continued joint use of joint Historical Document archives or Historical Data systems, or insofar as one Party assumes the storage of the Historical Documents or the Historical Data.

12.2 Inspection of Documents, access to data; retention periods

12.2.1 To the extent to which a justified interest is proven to exist in this respect, each Party shall grant the other Party upon request and against reimbursement of the costs incurred the right to inspect Historical Documents retained by it and access to Historical Data retained by it and permit that Party to make copies thereof, during usual office hours and following adequate advance notice, within the scope set by general legal and regulatory requirements under, e.g., competition and cartel law as well as data protection law.

12.2.2 A justified interest of the respective other Party within the meaning of this clause 12.2 invariably exists if the Documents to be inspected are retained by the Party retaining them on behalf of the respective other Party (or at least also on behalf of the respective other Party) pursuant to clause 12.1.3; in addition to this, a justified interest of the respective other Party invariably exists in any event if the corresponding Documents are required to assert rights and/or fulfil duties that were transferred, or to comply with reporting and information duties under substantive law or imposed by public authorities, or are required for registration procedures (e.g., merger control) or other administrative or judicial and arbitration proceedings (except for judicial or arbitration proceedings against the Party that is to grant the right to inspect Documents or to access data).

12.2.3 By reason of a justified interest, a Party may demand from the other Party in writing that Documents and data are retained by entities of the Business Division of the other Party even after expiry of the legal retention periods. In such an event it shall bear the cost of the continued retention, unless the entity that retains the Documents and/or data has a justified interest of its own in continuing their retention. This shall not apply to Documents and data whose destruction upon expiry of the statutory retention obligations is mandatory pursuant to data protection requirements.

13 Treatment of confidential information

- 13.1** Under this Agreement, confidential information is deemed to be information about the respective other Business Division which a Business Division has at its disposal due to the fact that both Business Divisions jointly belong to the E.ON Group, or which was later provided on the basis of rights to obtain information under this Agreement, irrespective of whether it concerns the E.ON Group, the Business Divisions or third parties (“**Confidential Information**”).
- 13.2** The following shall not be deemed Confidential Information: Information for which a Party furnishes proof that
- 13.2.1** it has already been in the public domain or came into the public domain unless this constitutes a violation of a confidentiality obligation under this Agreement; or
 - 13.2.2** an entity of a Business Division already has or had lawful access to the information through third parties without restrictions regarding its use or disclosure; or
 - 13.2.3** it was independently developed by a Party after conclusion of this Agreement without reference to any Confidential Information.
- 13.3** Each Party shall be obliged towards the other Party and the entities of its Business Division,
- 13.3.1** to always keep Confidential Information secret and not to disclose Confidential Information to persons outside of its respective Business Division without the prior written consent of the respective other Party;
 - 13.3.2** to prevent unauthorised disclosure of and access by unauthorised third parties to Confidential Information, and to take all precautionary measures necessary to exclude a violation of the provisions of the German Federal Data Protection Act (*Bundesdatenschutzgesetz - BDSG*);
 - 13.3.3** to inform the other Party without undue delay if it gains knowledge of Confidential Information having been unlawfully disclosed to a third party.
- 13.4** If a Party or an entity of its Business Division is subject to a statutory requirement or a legal provision, a stock exchange rule or another provision issued by a public authority that requires disclosure, the Party and/or the respective entity is entitled to disclose Confidential Information to permitted persons to this extent.

IV. Cooperation duties

14 Cooperation duties

- 14.1** To the extent to which an entity is confronted with facts after the Effective Date whose appropriate treatment requires cooperation of an entity of the other Business Division due to special requirements originating in the period when they both belonged to the E.ON Group in the period before the Effective Date, such cooperation shall not be denied to the extent legally permissible. However, neither Party shall be entitled to claim specific acts of co-operation. The Parties assume that special

requirements within the meaning of this clause 14.1 will be recognised and asserted within a period of 18 months from the Effective Date.

- 14.2** In administrative proceedings and lawsuits that concern the Business Division of the respective other Party and that (at least also) relate to the period before the Effective Date, the Parties shall support each other as far as necessary and legally permissible, and provide each other with the required information and documents needed to fulfil requirements imposed by public authorities or courts, to obtain approvals, or to furnish proof to public authorities or courts.
- 14.3** The Parties will jointly use their best endeavours to ensure that Security affected by this Agreement which may give rise to a potential indemnification claim under this Agreement of one Party against the other Party will neither be extended in scope nor with respect to their requirements.
- 14.4** If the Spin-off effective date, and hence the effective transfer date for tax purposes of the Spin-off is postponed, the Parties shall ensure that the due implementation of the domination and profit and loss transfer agreement concluded by and between UHG and Uniper does not modify the allocation ratio used for the Spin-off which was determined at arm's length.

V. Performance of the Agreement

15 Assertion and satisfaction of claims

- 15.1** The claims and obligations under this Agreement solely apply to the Parties. The claims and obligations under this Agreement may only be asserted and fulfilled between the Parties. However, each Party may require the other Party to render performance regarding its claims under this Agreement to another entity of its Business Division which is determined by it and entitled to accept such performance. Equally, each Party may use an entity of its Business Division as an agent to fulfil its liabilities under this Agreement.
- 15.2** Each Party will seek to ensure and be responsible for ensuring that it and the entities of its Business Division will comply with and fulfil the provisions of this Agreement and that, in particular, they will not assert any claims against the entities of the other Party's Business Division in violation of the provisions of this Agreement. The possible assertion of rights of recourse such as in clause 3.4 shall also be made in accordance with the provisions of this Agreement. Equally, each Party will seek to ensure and be responsible for ensuring that it and the entities of its Business Division which the relevant Party uses to fulfil its obligations under this Agreement will act in accordance with the provisions of this Agreement. A Party is not considered a third party for purposes of this Agreement as long as it is part of a Business Division.
- 15.3** Any claim under this Agreement against a Party arising on the basis of the allocation of an entity or asset to such Party's Business Division will also arise and continue to exist if the relevant entity or asset has ceased to be part of such Party's Business Division. However, any claim under this Agreement against a Party will cease to exist if fulfilling such claim requires an asset, act or omission of an entity

of such Party's Business Division and such asset or entity has ceased to be part of such Party's Business Division.

- 15.4** The claims under this Agreement may be assigned by a Party subject to the other Party's consent only. They may only be assigned to entities of the assigning Party's Business Division.

16 Limitation

The Parties' claims under this Agreement will become time-barred at the end of 31 December 2026. Sections 203 et seq. of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) will apply.

17 Co-ordination committee

- 17.1** The Parties will establish a special committee for the purposes of monitoring compliance with this Agreement and, in particular, the co-operation agreed herein and of settling disputes (“**Co-ordination Committee**”).
- 17.2** The Co-ordination Committee will consist of two members of the E.ON Business Division and two members of the Uniper Business Division. Such Business Division members will be appointed by the Party of the respective Business Division and notified in writing to the respective other Party.
- 17.3** Meetings of the Co-ordination Committee will be convened upon request by any of its members within seven business days upon such request; the Parties may freely decide to appoint within the same period one or two other individuals to the Co-ordination Committee in lieu of the individuals notified pursuant to clause 17.2 in order to ensure that the meeting will be held without undue delay.
- 17.4** In the Co-ordination Committee's meetings, claims which are due under this Agreement may be asserted and claims already asserted and their treatment by the Party against which the relevant claim is asserted may be discussed if they are confirmed in writing without undue delay but no later than within five business days. The objective of the Co-ordination Committee is to balance the interests of both Parties, and its members will ensure that the interests of the respective other Business Division will be taken into account in the best way possible within their own Business Division.
- 17.5** The Co-ordination Committee may adopt rules of procedure regulating the procedure for convening or waiving meetings and the monitoring and reporting duties of its members associated with their respective authorisations.

18 Resolution of disputes

- 18.1** The Parties intend to settle by mutual agreement any disputes arising from this Agreement or with respect to its validity or in connection with this Agreement or any agreement made for the purposes of performing this Agreement.
- 18.2** If disputes arise between one or more entities of one Business Division and one or more entities of the respective other Business Division, the Co-ordination Committee must be informed of such disputes prior to initiating interim relief measures or arbitration proceedings. The Co-ordination Committee will discuss the dispute within four weeks (including the period set out in clause 17.3) with the intention of finding a reasonable joint solution to settle the dispute.

- 18.3** If the Parties abolished the Co-ordination Committee by mutual agreement or if the Co-ordination Committee is unable to find a reasonable joint solution to settle the dispute within the four-week period set out in clause 18.2, the Parties will jointly inform the chairmen of the Parties' boards of management of the dispute without undue delay after the end of such period. The chairmen of the boards of management will discuss the dispute within four weeks of having been informed of it with the intention of finding a reasonable joint solution to settle the dispute. If no reasonable joint solution to settle the dispute is found within four weeks of having informed the chairmen of the boards of management, each entity directly involved in the dispute will be entitled to initiate interim relief measures and/or arbitration proceedings.
- 18.4** If the above provisions have not resulted in the dispute being settled, the dispute will be finally decided by a court of arbitration pursuant to the Rules of Arbitration of the German Institution of Arbitration (*Schiedsgerichtsordnung der Deutschen Institution für Schiedsgerichtsbarkeit e.V. (DIS)*), as amended. The court of arbitration may also finally decide on the validity of the arbitration agreement. The number of arbitrators will be three, with each Party being entitled to appoint one of the arbitrators. The third arbitrator will be determined by the other two arbitrators previously appointed. The language of arbitration will be German. However, no Party will be obligated to provide translations of English documents submitted as evidence or for similar purposes.
- 18.5** To the extent that the Rules of Arbitration of the German Institution of Arbitration do not include provisions regarding the arbitration proceedings or provide that the proceedings may be held by the court of arbitration in its sole discretion, the provisions of the German Code of Civil Procedure (*Zivilprozessordnung – ZPO*) must be applied accordingly. The place of arbitration will be Düsseldorf.
- 18.6** Recourse to the ordinary courts of law will be excluded, with the exception of interim relief measures.

VI. Miscellaneous

19 Commencement of the agreement, applicable law

19.1 This Agreement – except for clause 14.4, which takes immediate effect upon the signing of this Agreement – is subject to the condition precedent that the Spin-off will take effect.

19.2 This Agreement and its interpretation are subject to German law.

20 Geographical scope

This Agreement applies globally to all activities of the E.ON and Uniper Business Divisions.

21 Form of amendments

Any amendments and supplements to this Agreement and its termination must be made in writing (*section 126 of the German Civil Code*), unless a stricter form is required by law. This applies also to any amendment to this clause 21.

Annex 2 – List of shareholdings (in alphabetic order) of Uniper SE as of 31 December 2015 (derived from the scope of combination of Uniper AG (now: Uniper SE) in the combined financial statements of Uniper AG (now: Uniper SE) of 31 December 2015)

Company	Country	Seat	Stake in %
Direct affiliated companies			
Uniper Holding GmbH	DE	Düsseldorf	46.65
Indirect affiliated companies¹			
AB Svafo	SE	Stockholm	22.0
ADRIA LNG d.o.o. za izradu studija u likvidaciji	HR	Zagreb	39.2
Aerodis, S.A.	FR	Paris	100.0
AO Gazprom YRGM Development (formerly ZAO Gazprom YRGM Development)	RU	Salekhard	25.0
AS Latvijas Gāze	LV	Rīga	47.2
B.V. NEA	NL	Dodewaard	25.0
Barsebäck Kraft AB	SE	Löddeköpinge	100.0
BauMineral GmbH	DE	Herten	100.0
BBL Company V.O.F.	NL	Groningen	20.0
Bergeforsens Kraftaktiebolag	SE	Bispgården	40.0
BIOPLYN Třeboň spol. s r.o.	CZ	Třeboň	24.7
Blåsjön Kraft AB	SE	Arbrå	50.0
Carbiogas b.v.	NL	Nuenen	33.3
DD Brazil Holdings S.à r.l.	LU	Luxembourg	100.0
Deutsche Flüssigerdgas Terminal oHG	DE	Essen	90.0
DFTG-Deutsche Flüssigerdgas Terminal Gesellschaft mit beschränkter Haftung	DE	Essen	90.0
Donau-Wasserkraft Aktiengesellschaft	DE	Munich	100.0
E.ON Austria GmbH	AT	Vienna	75.1
E.ON Belgium N.V.	BE	Brussels	100.0
E.ON Benelux Geothermie B.V. (in liquidation)	NL	Rotterdam	100.0
E.ON Benelux Levering b.v.	NL	Eindhoven	100.0
E.ON Commodity DMCC	AE	Dubai	100.0
E.ON E&P Algeria GmbH ²	DE	Düsseldorf	100.0
E.ON Energy Southern Africa (Pty) Ltd.	ZA	Johannesburg	100.0
E.ON Kärnkraft Finland AB	FI	Kajaani	100.0
E.ON Perspekt GmbH	DE	Düsseldorf	30.0
E.ON Ruhrgas Austria GmbH	AT	Vienna	100.0
E.ON Ruhrgas Nigeria Limited	NG	Abuja	100.0
EASYCHARGE.me GmbH (formerly E.ON Zwanzigste Verwaltungs GmbH)	DE	Düsseldorf	100.0
EGC UAE SUPPLY & PROCESSING LTD FZE	AE	Fujairah free zone	100.0
Energie-Pensions-Management GmbH	DE	Hanover	30.0
Ergon Holdings Ltd	MT	St. Julians	100.0
Ergon Insurance Ltd	MT	St. Julians	100.0
Etzel Gas-Lager GmbH & Co. KG	DE	Friedeburg	75.2
Etzel Gas-Lager Management GmbH	DE	Friedeburg	75.2
Exporting Commodities International LLC	US	Marlton	49.0
Freya Bunde-Etzel GmbH & Co. KG	DE	Essen	60.0
Gas-Union GmbH	DE	Frankfurt am Main	23.6
Gemeinschaftskraftwerk Irsching GmbH	DE	Vohburg	50.2
Gemeinschaftskraftwerk Kiel Gesellschaft mit beschränkter Haftung	DE	Kiel	50.0

¹ (Indirect) share of Uniper Holding GmbH

² In the interim time merged with Uniper Exploration & Production GmbH

Company	Country	Seat	Stake in %
Gemeinschaftskraftwerk Veltheim Gesellschaft mit beschränkter Haftung	DE	Porta Westfalica	66.7
Hamburger Hof Versicherungs-Aktiengesellschaft	DE	Düsseldorf	100.0
Holford Gas Storage Limited	GB	Edinburgh	100.0
Hydropower Evolutions GmbH	DE	Düsseldorf	100.0
Induboden GmbH & Co. Industrierwerte OHG	DE	Düsseldorf	100.0
Inwestycyjna Spółka Energetyczna-IRB Sp. z o.o.	PL	Warsaw	50.0
Javelin Global Commodities Holdings LLP	GB	London	28.0
Kärnkraftsäkerhet & Utbildning AB	SE	Nyköping	33.0
Klåvbens AB	SE	Olofström	50.0
Kokereigasnetz Ruhr GmbH	DE	Essen	100.0
Kolbäckens Kraft KB	SE	Sundsvall	100.0
Kraftwerk Buer GbR	DE	Gelsenkirchen	50.0
Kraftwerk Schkopau Betriebsgesellschaft mbH	DE	Schkopau	55.6
Kraftwerk Schkopau GbR	DE	Schkopau	58.1
Langerlo N.V.	BE	Genk	100.0
Lubmin-Brandov Gastransport GmbH	DE	Essen	100.0
Maasvlakte CCS Project B.V.	NL	Rotterdam	50.0
Mainkraftwerk Schweinfurt Gesellschaft mit beschränkter Haftung	DE	Munich	75.0
METHA-Methanhandel GmbH	DE	Essen	100.0
Mittlere Donau Kraftwerke Aktiengesellschaft	DE	Munich	60.0
Montan GmbH Assekuranz-Makler	DE	Düsseldorf	44.3
Nord Stream AG	CH	Zug	15.5
OA O.E.ON Russia	RU	Surgut	83.7
OA Severneftegazprom	RU	Krasnoselkup	25.0
OA Shaturskaya Upravlyayuschaya Kompaniya	RU	Shatura	51.0
Obere Donau Kraftwerke Aktiengesellschaft	DE	Munich	60.0
Offshore Trassenplanungs GmbH i. L.	DE	Hanover	50.0
OHA B.V. (formerly Q-Energie b.v.)	NL	Eindhoven	53.3
OKG AB	SE	Oskarshamn	54.5
OLT Offshore LNG Toscana S.p.A.	IT	Milan	48.2
OOO E.ON Connecting Energies	RU	Moscow	50.0
OOO E.ON Engineering	RU	Moscow	100.0
OOO Uniper	RU	Shatura	100.0
Pecém II Participações S.A.	BR	Rio de Janeiro	50.0
PEG Infrastruktur AG	CH	Zug	100.0
RAG-Beteiligungs-Aktiengesellschaft	AT	Maria Enzersdorf	30.0
RGE Holding GmbH	DE	Essen	100.0
Rhein-Main-Donau Aktiengesellschaft	DE	Munich	77.5
Ringhals AB	SE	Varberg	29.6
RMD Wasserstraßen GmbH	DE	Munich	100.0
RMD-Consult GmbH Wasserbau und Energie	DE	Munich	100.0
RuhrEnergie GmbH, EVR	DE	Gelsenkirchen	100.0
Société des Eaux de l'Est S.A.	FR	Saint Avoird (Creutzwald)	25.0
Solar Energy s.r.o.	CZ	Znojmo	25.0
Sollefteåforsens AB	SE	Sundsvall	50.0
SQC Kvalificeringscentrum AB	SE	Stockholm	33.3
Stensjön Kraft AB	SE	Stockholm	50.0
store-x Storage Capacity Exchange GmbH	DE	Leipzig	32.0
Surschiste, S.A.	FR	Mazingarbe	100.0
Svensk Kärnbränslehantering AB	SE	Stockholm	34.0
Sydskraft AB	SE	Malmö	100.0

Company	Country	Seat	Stake in %
Sydkraft Försäkring AB (formerly E.ON Försäkring Sverige AB)	SE	Malmö	100.0
Sydkraft Hydropower AB (formerly E.ON Vattenkraft Sverige AB)	SE	Sundsvall	100.0
Sydkraft Nuclear Power AB (formerly E.ON Kärnkraft Sverige AB)	SE	Malmö	100.0
Sydkraft Thermal Power AB (formerly E.ON Värmekraft Sverige AB)	SE	Malmö	100.0
Teplárna Tábor, a.s.	CZ	Tábor	51.9
Uniper Anlagenservice GmbH (formerly E.ON Anlagenservice GmbH)	DE	Gelsenkirchen	100.0
Uniper Benelux CCS Project B.V. (formerly E.ON Benelux CCS Project B.V.)	NL	Rotterdam	100.0
Uniper Benelux Holding B.V. (formerly E.ON Benelux Holding b.v.)	NL	Rotterdam	100.0
Uniper Benelux N.V. (formerly E.ON Benelux N.V.)	NL	Rotterdam	100.0
Uniper Climate & Renewables France Solar S.A.S. (formerly E.ON Climate & Renewables France Solar S.A.S.)	FR	Paris	100.0
Uniper Brasil Energia Ltda. (formerly E.ON Brasil Energia LTDA.)	BR	City of São Paulo	100.0
Uniper Energies Renouvelables S.A.S. (formerly E.ON Energies Renouvelables S.A.S.)	FR	Paris	100.0
Uniper Energy Sales GmbH (formerly E.ON Energy Sales GmbH)	DE	Düsseldorf	100.0
Uniper Energy Sales Polska Sp. z o.o. (formerly E.ON Energy Sales Polska Sp. z o.o.)	PL	Warsaw	100.0
Uniper Energy Storage GmbH (formerly E.ON Gas Storage GmbH)	DE	Essen	100.0
Uniper Energy Storage Limited (formerly E.ON Gas Storage UK Limited)	GB	Coventry	100.0
Uniper Energy Trading NL Staff Company 2 B.V. (formerly E.ON Energy Trading NL Staff Company 2 B.V.)	NL	Rotterdam	100.0
Uniper Energy Trading NL Staff Company B.V. (formerly E.ON Energy Trading NL Staff Company B.V.)	NL	Rotterdam	100.0
Uniper Energy Trading Srbija d.o.o. (formerly E.ON Energy Trading Srbija d.o.o.)	RS	Belgrad	100.0
Uniper Energy Trading UK Staff Company Limited (formerly E.ON Energy Trading UK Staff Company Limited)	GB	Coventry	100.0
Uniper Exploration & Production GmbH (formerly E.ON Exploration & Production GmbH)	DE	Düsseldorf	100.0
Uniper France Energy Solutions S.A.S (formerly E.ON France Energy Solutions S.A.S)	FR	Paris	100.0
Uniper France Power S.A.S (formerly E.ON France Power S.A.S)	FR	Paris	100.0
Uniper France S.A.S. (formerly E.ON France S.A.S.)	FR	Paris	100.0
Uniper Generation Belgium N.V. (formerly E.ON Generation Belgium N.V.)	BE	Vilvoorde	100.0
Uniper Generation GmbH (formerly E.ON Generation GmbH)	DE	Hanover	100.0

Company	Country	Seat	Stake in %
Uniper Global Commodities Canada Inc. (formerly E.ON Global Commodities Canada Inc.)	CA	Toronto	100.0
Uniper Global Commodities London Ltd.	GB	London	100.0
Uniper Global Commodities North America LLC (formerly E.ON Global Commodities North America LLC)	US	Wilmington	80.0
Uniper Global Commodities SE (formerly E.ON Global Commodities SE)	DE	Düsseldorf	100.0
Uniper Global Commodities UK Limited (formerly E.ON Global Commodities UK Limited)	GB	Coventry	100.0
Uniper Hungary Energetikai Kft. (formerly E.ON Erőművek Termelő és Üzemeltető Kft.)	HU	Budapest	100.0
Uniper Infrastructure B.V.	NL	Rotterdam	100.0
Uniper Kraftwerke GmbH (formerly E.ON Achtzehnte Verwaltungs GmbH)	DE	Düsseldorf	100.0
Uniper LNG Kraftstoff GmbH	DE	Düsseldorf	100.0
Uniper Market Solutions GmbH (formerly E.ON Portfolio Solution GmbH)	DE	Düsseldorf	100.0
Uniper NefteGaz LLC (formerly OOO E.ON E&P Russia)	RU	Moscow	100.0
Uniper Risk Consulting GmbH (formerly E.ON Risk Consulting GmbH)	DE	Düsseldorf	100.0
Uniper Ruhrgas BBL B.V. (formerly E.ON Ruhrgas BBL B.V.)	NL	Rotterdam	100.0
Uniper Ruhrgas International GmbH (formerly E.ON Ruhrgas International GmbH)	DE	Essen	100.0
Uniper Russia Beteiligungs GmbH (formerly E.ON Russia Beteiligungs GmbH)	DE	Düsseldorf	100.0
Uniper Russia Holding GmbH (formerly E.ON Russia Holding GmbH)	DE	Düsseldorf	100.0
Uniper Storage Innovation GmbH (formerly E.ON Energy Storage GmbH)	DE	Essen	100.0
Uniper Technologies B.V. (formerly E.ON New Build & Technology B.V.)	NL	Rotterdam	100.0
Uniper Technologies GmbH (formerly E.ON Technologies GmbH)	DE	Gelsenkirchen	100.0
Uniper Technologies Limited (formerly E.ON Technologies (Ratcliffe) Limited)	GB	Coventry	100.0
Uniper Trend s.r.o. (formerly E.ON Trend s.r.o.)	CZ	České Budějovice	100.0
Uniper UK Corby Limited (formerly East Midlands Electricity Generation (Corby) Limited))	GB	Coventry	100.0
Uniper UK Cottam Limited (formerly Cottam Development Centre Limited)	GB	Coventry	100.0
Uniper UK Gas Limited (formerly E.ON UK Gas Limited)	GB	Coventry	100.0
Uniper UK Ironbridge Limited (formerly Powergen Power No. 3 Limited)	GB	Coventry	100.0
Uniper UK Limited (formerly Enfield Energy Centre Limited)	GB	Coventry	100.0
Uniper UK Trustees Limited	GB	Coventry	100.0
Uniper Wärme GmbH (formerly E.ON Fernwärme GmbH)	DE	Gelsenkirchen	100.0
Untere Iller AG	DE	Landshut	60.0

Company	Country	Seat	Stake in %
Utilities Center Maasvlakte Leftbank b.v.	NL	Rotterdam	100.0
Volkswagen AG Preussen Elektra AG Offene Handelsgesellschaft	DE	Wolfsburg	95.0
Warmtebedrijf Exploitatie N.V.	NL	Rotterdam	50.0