

*This version of the Joint Spin-off Report, prepared for the convenience of English-speaking readers, is a translation of the German original. For purposes of interpretation, the German text shall be authoritative and final.*

**Joint Spin-off Report**  
of the Managing Board  
of  
Siemens Aktiengesellschaft, Berlin and Munich,  
and  
of the Board of Managing Directors  
of  
Siemens Healthcare GmbH, Munich,  
on the Spin-off and Transfer Agreement between Siemens  
Aktiengesellschaft and Siemens Healthcare GmbH of  
December 2, 2015

pursuant to Section 127 sentence 1 of the German Transformation Act  
(UmwG)

<b>1. Introduction .....</b>	<b>5</b>
<b>2. The legal entities involved in the Spin-off .....</b>	<b>6</b>
<b>2.1 Siemens AG as the transferring entity.....</b>	<b>6</b>
<b>2.1.1 Registered office, fiscal year and object of Siemens AG .....</b>	<b>6</b>
<b>2.1.2 Capital stock and shares .....</b>	<b>7</b>
<b>2.1.3 Business activities .....</b>	<b>7</b>
<b>2.1.4 Managing Board and Supervisory Board .....</b>	<b>7</b>
<b>2.2 HC GmbH as receiving entity.....</b>	<b>9</b>
<b>2.2.1 Registered office, fiscal year and object of HC GmbH .....</b>	<b>9</b>
<b>2.2.2 Share capital and shares .....</b>	<b>9</b>
<b>2.2.3 Business activities .....</b>	<b>10</b>
<b>2.2.4 Board of Managing Directors and Supervisory Board .....</b>	<b>10</b>
<b>3. Economic justification and explanation of the Spin-off.....</b>	<b>11</b>
<b>3.1 Background and objective of the Spin-off.....</b>	<b>11</b>
<b>3.1.1 Structure of the pension obligations towards HC Pensioners .....</b>	<b>12</b>
<b>3.1.2 Objective.....</b>	<b>14</b>
<b>3.2 Alternatives .....</b>	<b>15</b>
<b>3.2.1 Spin-off assets remain with Siemens AG.....</b>	<b>15</b>
<b>3.2.2 Split-off of the assets.....</b>	<b>15</b>
<b>3.2.3 Spin-off by way of singular succession .....</b>	<b>15</b>
<b>4. Subject of the Spin-off.....</b>	<b>16</b>
<b>4.1 Shares in Siemens Diagnostics Holding II B.V. ....</b>	<b>16</b>
<b>4.1.1 Business activity and subsidiaries .....</b>	<b>16</b>
<b>4.1.2 Value of the shares to be transferred.....</b>	<b>19</b>
<b>4.2 Pension obligations .....</b>	<b>19</b>
<b>4.2.1 Direct obligations towards HC Pensioners.....</b>	<b>19</b>

<b>4.2.2 Rights and obligations under the HC Pension Fund Agreement .....</b>	<b>20</b>
<b>4.2.3 Value of the passing liabilities .....</b>	<b>21</b>
<b>5. Legal implementation of the Spin-off and costs.....</b>	<b>21</b>
<b>5.1 Spin-off and Transfer Agreement.....</b>	<b>21</b>
<b>5.2 Shareholders' meetings of Siemens AG and of HC GmbH .....</b>	<b>22</b>
<b>5.3 Capital increase at HC GmbH .....</b>	<b>22</b>
<b>5.4 Filing and registration of the Spin-off .....</b>	<b>23</b>
<b>5.5 Costs of the Spin-off .....</b>	<b>25</b>
<b>6. Consequences of the Spin-off.....</b>	<b>25</b>
<b>6.1 Accounting consequences of the Spin-off .....</b>	<b>25</b>
<b>6.2 Consequences of the Spin-off under corporate law .....</b>	<b>27</b>
<b>6.2.1 Partial universal succession .....</b>	<b>27</b>
<b>6.2.2 Consequences relating to liability under the German Transformation Act (UmwG) .....</b>	<b>27</b>
<b>6.2.3 Financial position of the shareholders of Siemens AG remains unaffected .....</b>	<b>28</b>
<b>6.2.4 Capital increase at HC GmbH .....</b>	<b>28</b>
<b>6.2.5 Significant matters of other affiliated companies .....</b>	<b>29</b>
<b>6.3 Consequences of the Spin-off under labor law and other pension-related issues....</b>	<b>29</b>
<b>6.4 Tax effects of the Spin-off .....</b>	<b>31</b>
<b>7. Explanation of the Spin-off and Transfer Agreement with Annexes .....</b>	<b>32</b>
<b>7.1 Spin-off and Transfer Agreement.....</b>	<b>32</b>
<b>7.1.1 Spin-off (§ 1).....</b>	<b>33</b>
<b>7.1.2 Spin-off Effective Date (§ 2).....</b>	<b>33</b>
<b>7.1.3 Spin-off Balance Sheet and Closing Balance Sheet (§ 3).....</b>	<b>34</b>
<b>7.1.4 Postponement of the effective dates (§ 4).....</b>	<b>34</b>
<b>7.1.5 Spin-off Assets (§ 5) .....</b>	<b>35</b>

<b>7.1.6</b>	<b>Taking effect, Closing Date (§ 6) .....</b>	<b>37</b>
<b>7.1.7</b>	<b>Catch-all provisions (§ 7) .....</b>	<b>37</b>
<b>7.1.8</b>	<b>Protection of creditors and internal settlement (§ 8).....</b>	<b>38</b>
<b>7.1.9</b>	<b>Warranties (§ 9).....</b>	<b>39</b>
<b>7.1.10</b>	<b>Grant of Shares and Capital Increase (§ 10).....</b>	<b>39</b>
<b>7.1.11</b>	<b>Granting of special rights (§ 11).....</b>	<b>40</b>
<b>7.1.12</b>	<b>Granting of special benefits (§ 12).....</b>	<b>40</b>
<b>7.1.13</b>	<b>Consequences of the Spin-off for the Employees and their Representative Bodies as well as for former employees; other pension-related issues (§§ 13, 14).....</b>	<b>40</b>
<b>7.1.14</b>	<b>Costs and taxes (§ 15) .....</b>	<b>41</b>
<b>7.1.15</b>	<b>Final provisions (§ 16) .....</b>	<b>41</b>

## 1. Introduction

Siemens Aktiengesellschaft with its registered offices in Berlin and Munich ("Siemens AG"), by contribution agreement dated April 29, 2015 between Siemens AG and Siemens Healthcare GmbH with its registered office in Munich ("HC GmbH"), transferred its Healthcare business, to the extent that it had been operated as a business legally unseparated from Siemens AG until then, with all assets and obligations allocable to such business, to HC GmbH by way of singular succession.

For the purpose of a transparent and source-based allocation, especially also the obligations of Siemens AG arising from the employment relationships with the former employees of the Healthcare business and, in this context, in particular pension obligations are to be transferred to HC GmbH. The operation and settlement of part of the pension commitments given to former employees of the Healthcare business was transferred to Siemens Pensionsfonds AG ("Pension Fund") in 2006. The legal relationship between Siemens AG and the Pension Fund and the rights and obligations resulting therefrom are also to be transferred to HC GmbH to the extent that they relate to former employees of the Healthcare business.

In addition, various participations in companies which are active in the Healthcare business and the value of which exceeds the amount of the aforementioned obligations are to be transferred directly or indirectly to HC GmbH.

The aforementioned obligations, legal relationships and participations are to be transferred to HC GmbH by way of a spin-off pursuant to the German Transformation Act (UmwG) ("Spin-off"). The basis of the Spin-off is the Spin-off and Transfer Agreement (the "Spin-off and Transfer Agreement") entered into between Siemens AG and HC GmbH and notarized before the notary Dr. Götte with offices in Munich on December 2, 2015. The Spin-off and Transfer Agreement together with its Annexes is attached to this Spin-off Report as **Annex 1**.

The Spin-off is to take place with retroactive economic effect as of October 1, 2015, 0:00 hours ("Spin-off Effective Date"). It will take effect upon registration in both commercial registers of Siemens AG. Upon the Spin-off, the assets and liabilities and legal relationships defined in the Spin-off and Transfer Agreement will pass to HC GmbH.

The Spin-off and Transfer Agreement requires the approval of the shareholders' meeting of Siemens AG and HC GmbH in order to be valid and is supposed to be submitted to the Annual Shareholders' Meeting of Siemens AG for approval on January 26, 2016. The

approval of the shareholders' meeting of HC GmbH will be granted by Siemens AG as HC GmbH's sole shareholder after the Shareholders' Meeting of Siemens AG.

In this report, the Managing Board of Siemens AG and the Board of Managing Directors of HC GmbH explain and provide the reasons for the planned Spin-off and the Spin-off and Transfer Agreement in detail with regard to the legal and economic aspects in accordance with Section 127 sentence 1 of the German Transformation Act (UmwG) ("Spin-off Report"). The Managing Board of Siemens AG and the Board of Managing Directors of HC GmbH are making use of the possibility under Section 127 sentence 1 last half sentence of the German Transformation Act (UmwG) to issue the Spin-off Report jointly.

The Spin-off and Transfer Agreement and this Spin-off Report will be available online as from the Notice of the Annual Shareholders' Meeting 2016 of Siemens AG. Upon request, each shareholder will receive without undue delay a free copy of the Spin-off and Transfer Agreement, of the Spin-off Report and of the other documents to be made available in this respect in the shareholders' meeting.

## **2. The legal entities involved in the Spin-off**

### **2.1 Siemens AG as the transferring entity**

#### **2.1.1 Registered office, fiscal year and object of Siemens AG**

The transferring entity Siemens AG is a stock corporation under German law with registered offices in Berlin and Munich and is registered with the commercial register at the district court (*Amtsgericht*) of Charlottenburg under registration number HRB 12300 B and with the commercial register at the district court of Munich under registration number HRB 6684. The Siemens fiscal year begins on October 1 of each year and ends on September 30 of the subsequent year.

According to the Articles of Association of Siemens AG, the object of the company is to manufacture, distribute and supply industrial products in the fields of electrical engineering and electronics, mechanical engineering, precision mechanics as well as related sectors of engineering, including research and development in these fields, to develop, plan, distribute, supply, assemble and commission trade-specific and customer-specific systems, solutions and facilities in the fields of electrical engineering and electronics, mechanical engineering, precision mechanics as well as related sectors of engineering, and to render industrial and other business-related services. The company

may engage in business of any kind and take any and all measures related to, or which seem to be directly or indirectly useful in promoting, the object of the company. The company may operate both domestic and foreign factories, establish branch offices, found, acquire, consolidate with, or participate in other companies, conclude or participate in other management contracts, and enter into joint ventures.

### **2.1.2 Capital stock and shares**

The capital stock of Siemens AG at the signing of this Spin-off Report amounts to €2,643,000,000, divided into 881,000,000 shares of no par value (registered shares) with a notional share in the capital stock of €3 each. Each share grants one vote.

### **2.1.3 Business activities**

Siemens AG is the parent company of the Siemens Group. Siemens is an integrated technology group in which business is organized in the Divisions Power and Gas, Wind Power and Renewables, Power Generation Services, Energy Management, Building Technologies, Mobility, Digital Factory, Process Industries and Drives, Financial Services and the separately managed Healthcare business.

The order book for the Siemens Group resulting from continuing operations was €82.340 billion in the previous fiscal year 2015. The total group revenues from ongoing operations were €75.636 billion. The after-tax profit in the group financial statements from continuing and discontinued operations was €7.380 billion in the fiscal year 2015. As of September 30, 2015, the Siemens Group had a total of approx. 357,000 employees, of whom around 338,000 employees were involved in continuing operations.

Detailed information on the business development of Siemens AG and the Siemens Group as well as a detailed description of the activities and the financial key ratios are set out in particular in the Annual Report 2015, which is also available online.

### **2.1.4 Managing Board and Supervisory Board**

The Managing Board of Siemens AG currently includes the following seven members:

- Joe Kaeser, Chief Executive Officer,
- Dr. Roland Busch,
- Lisa Davis,
- Klaus Helmrich,
- Janina Kugel,

- Prof. Dr. Siegfried Russwurm and
- Dr. Ralf P. Thomas.

Siemens AG is legally represented by two members of the Managing Board or by one member of the Managing Board acting jointly with a holder of a special statutory authority (*Prokurist*). In all other respects, Siemens AG is represented by holders of a special statutory authority or other authorized signatories in accordance with the more detailed provisions established by the Managing Board.

The Supervisory Board of Siemens AG has 20 members comprising an equal number of ten shareholder representatives and ten employee representatives pursuant to the provisions of the German Co-determination Act (MitbestG).

The ten shareholder representatives on the Supervisory Board are currently:

- Dr. Gerhard Cromme, Chairman of the Supervisory Board,
- Werner Wenning, Second Deputy Chairman,
- Dr. Nicola Leibinger-Kammüller,
- Michael Diekmann,
- Gérard Mestrallat,
- Dr. Hans Michael Gaul,
- Dr. Ing. Dr. Ing. E. h. Norbert Reithofer,
- Güler Sabancı,
- Dr. Nathalie von Siemens and
- Jim Hagemann Snabe.

The ten employee representatives on the Supervisory Board are currently:

- Birgit Steinborn, First Deputy Chairwoman,
- Olaf Bolduan,
- Reinhard Hahn,
- Bettina Haller,
- Hans-Jürgen Hartung,
- Robert Kensbock,
- Harald Kern,
- Jürgen Kerner,
- Michael Sigmund and
- Sibylle Wankel.

## **2.2 HC GmbH as receiving entity**

The receiving entity is HC GmbH.

### **2.2.1 Registered office, fiscal year and object of HC GmbH**

HC GmbH was established with notarized articles of association dated August 27, 2014 as a limited liability company under German law with the company name Blitz 14-658 GmbH with its registered office in Munich, and it was registered on September 3, 2014 with the commercial register at the district court of Munich under registration number HRB 213821. Siemens AG holds all shares in the company.

On November 26, 2014, HC GmbH entered into a control and profit and loss transfer agreement with Siemens AG as controlling company; the existence of the agreement was registered with the commercial register of HC GmbH on March 26, 2015.

The registered office of the company is in Munich. The fiscal year of the company begins on October 1 of each year and ends on September 30 of the subsequent year.

The object of HC GmbH is the development, manufacturing, distribution, supply, installation and maintenance of medical devices, systems and solutions of any kind as well as the research, development, manufacturing, distribution and supply and maintenance of diagnostic products, in particular, but not limited to, Diagnostica systems. The company may engage in business of any kind and take any and all measures related to, or which seem to be directly or indirectly useful in promoting, the object of the company. The company may operate both domestic and foreign factories, establish branch offices, found, acquire, consolidate with, or participate in other companies; conclude or participate in other management contracts; and enter into joint ventures. The company can limit its activity to part of the areas designated above.

### **2.2.2 Share capital and shares**

The share capital of HC GmbH currently amounts to €50,010,000, divided into 50,010,000 shares, each with a nominal value of €1.00. Each €1.00 of a share grants one vote. All contributions to be made on the shares have been fully paid in. The sole shareholder of HC GmbH is Siemens AG.

### **2.2.3 Business activities**

By contribution agreement dated April 29, 2015 between Siemens AG and HC GmbH, Siemens AG transferred its Healthcare business, to the extent that it had been operated as a business legally unseparated from Siemens AG until then, with all assets and obligations allocable to such business, to HC GmbH by way of singular succession. The transfer of the Healthcare business to HC GmbH was associated with a business transfer pursuant to Section 613a of the German Civil Code (BGB) as a result of which HC GmbH – to the extent that the affected employees did not raise any objection – succeeded into the rights and obligations under the existing employment relationships in the Healthcare business.

HC GmbH offers its customers a broad portfolio of medical solutions throughout the entire treatment chain – from prevention and early detection to diagnosis, therapy and aftercare. HC GmbH is an important technology provider worldwide in the Healthcare business, in particular in diagnostics, and a leader in medical imaging, for example in the area of magnetic resonance and computer tomography scanners. In addition, HC GmbH provides technical maintenance, professional and consulting services.

HC GmbH is doing business both in Germany and in other countries. Other international Healthcare business is operated in independent companies that are not pooled in HC GmbH.

The revenues of HC GmbH in the previous 2015 fiscal year were €5.097 billion. The income from ordinary activities was approx. €810 million in the 2015 fiscal year. As of September 30, 2015, HC GmbH had a total of approx. 10,150 employees.

### **2.2.4 Board of Managing Directors and Supervisory Board**

The Board of Managing Directors of HC GmbH currently includes three members:

- Dr. Bernhard Montag (chairman of the Board of Managing Directors),
- Thomas Rathmann and
- Michael Reitermann.

HC GmbH is represented by two Managing Directors or by one Managing Director acting jointly with a holder of special statutory authority (*Prokurist*). Otherwise, the company is represented by holders of a special statutory authority or other authorized signatories in accordance with the more detailed provisions established by the Managing Directors.

HC GmbH has established a Supervisory Board consisting of sixteen members. The Supervisory Board consists of an equal number of eight shareholder representatives and eight employee representatives pursuant to the provisions of the German Co-determination Act (MitbestG).

The eight shareholder representatives on the Supervisory Board are currently:

- Prof. Dr. Siegfried Russwurm, chairman of the Supervisory Board,
- Dr. Horst J. Kayser,
- Janina Kugel,
- Dr. Jochen Schmitz,
- Mariel von Schumann,
- Karl-Heinz Seibert,
- Dr. Nathalie von Siemens and
- Dr. Ralf P. Thomas.

The eight employee representatives on the Supervisory Board are currently:

- Jürgen Wechsler, vice-chairman of the Supervisory Board,
- Harry Blunk,
- Wolfgang Fees,
- Reinhard Hahn,
- Axel Patze,
- Bernd Albert Rennebaum,
- Dorothea Simon and
- Harald Tretter.

### **3. Economic justification and explanation of the Spin-off**

#### **3.1 Background and objective of the Spin-off**

Since the contribution agreement of April 29, 2015 between Siemens AG and HC GmbH and the resulting business transfer only led to the transfer of employment relationships of active employees, Siemens AG continues to be the debtor of the pension obligations towards the former employees allocable to the Healthcare business. The Spin-off is meant to achieve that also the obligations under the employment relationships with these former employees and, in this context, in particular the corresponding pension obligations of Siemens AG are transferred to HC GmbH. As entitled persons may also include, in addition to the former employees of the Healthcare business with pension entitlements,

the employees' surviving dependants entitled to pension benefits or spouses/registered civil partners entitled to claims for equalisation of pension rights, the Spin-off is to comprise all obligations towards the latter, too (all entitled persons collectively the "**HC Pensioners**"); in the Spin-off and Transfer Agreement (§ 5.1.2), the HC Pensioners are listed as of the Spin-off Effective Date based on their individualizing personnel numbers.

### **3.1.1 Structure of the pension obligations towards HC Pensioners**

Towards employees of the Healthcare business of Siemens AG with pension entitlements who retired from January 1, 2002 on or who have resigned from their employment relationship with vested pension entitlements, direct pension obligations in the form of direct commitments exist which are directly owed and being fulfilled by Siemens AG within the meaning of Section 1 of the German Company Pension Act of December 19, 1974 (BetrAVG). Siemens AG pays out pensions for the direct commitments directly to the entitled persons. Pursuant to Section 10 (1) of the German Company Pension Act (BetrAVG), Siemens AG also pays the contributions to the pension protection fund Pensions-Sicherungs-Verein Versicherungsverein auf Gegenseitigkeit ("**PSV**") that are required under the direct commitments.

The operation and settlement of part of the pension commitments given to HC Pensioners was transferred to the Pension Fund in 2006 in the context of a change of the pension funding vehicle from "direct commitment" to "pension fund commitment". The Pension Fund is a stock corporation (*Aktiengesellschaft*) under German law with registered office in Grünwald, registered in the commercial register at the district court of Munich under no. HRB 163569. The founder and sole shareholder of the Pension Fund is Siemens Pension Trust e.V. So far, based on a pension fund agreement entered into with Siemens AG concerning the "Siemens Pension" (*Siemens-Rente*) dated August 24, 2006 and supplements dated November 23, 2009 and January 21/22, 2013 ("**Pension Fund Agreement**") in conjunction with the "Siemens Pension" pension plan in the version dated November 23, 2009 ("**Pension Plan**"), the Pension Fund has fulfilled commitments of Siemens AG pursuant to Section 1 of the German Company Pension Act (BetrAVG) in whole or in part in respect of persons entitled to pension benefits of Siemens AG who were recipients of pension benefits as at December 31, 2001. Consequently, this also relates to those HC Pensioners who were recipients of pension benefits as at December 31, 2001 (the entitled HC Pensioners holding claims against the Pension Fund hereinafter the "**Pension Fund HC Pensioners**").

Siemens AG is liable to the Pension Fund HC Pensioners by way of default liability (*Subsidiärhaftung*) pursuant to Section 1 (1) sentence 3 of the German Company Pension Act (BetrAVG) for the pension obligations settled through the Pension Fund. Under the provisions of the Pension Fund Agreement and the Pension Plan, Siemens AG must additionally make further payments to the Pension Fund (if applicable, also based on an agreement within the meaning of Section 115 of the German Insurance Supervision Act (VAG)) if and to the extent that this is necessary to ensure that the Pension Fund can fulfill the assumed commitments on a permanent basis ("**Additional Payments Obligation**"). Pursuant to Section 10 (1) of the German Company Pension Act (BetrAVG), Siemens AG also pays the contributions to the PSV that are required for the pension obligations settled through the Pension Fund.

With effect as of October 1, 2015, Siemens AG entered into a second pension fund agreement to the "Siemens Pension" Pension Plan with the Pension Fund on November 9, 2015 ("**HC Pension Fund Agreement**"), which is also operated on the basis of the Pension Plan. The content of the HC Pension Fund Agreement is largely identical to the content of the Pension Fund Agreement. It serves to separate the indirect pension obligations of Siemens AG towards the Pension Fund HC Pensioners arising from pension commitments settled through the Pension Fund from the further indirect pension obligations of Siemens AG arising from pension commitments settled through the Pension Fund. The current Pension Fund Agreement will be continued but restricted to those entitled persons who are not HC Pensioners.

The obligations allocable to the Pension Fund HC Pensioners will be managed separately for accounting purposes by the Pension Fund with economic effect as of October 1, 2015. With effect as of October 1, 2015, the underlying assets of the Pension Fund will be divided up on a pro rata basis between the two pension fund agreements in accordance with the pension obligations allocable to each pension fund agreement and booked separately. The decisive basis for dividing up the underlying assets is, in each case, the ratio of the obligations existing towards the relevant group of entitled persons which is defined as the ratio of the volume of the minimum assets according to the pension plan plus other (technical) provisions for pension funds for the current Pension Fund Agreement or the HC Pension Fund Agreement on the one hand to the total minimum assets plus other (technical) provisions for pension funds for the pension obligations before such division on the other hand as at October 1, 2015. For the fulfillment of the obligations of the Pension Fund towards the Pension Fund HC Pensioners, the underlying assets booked separately for the HC Pension Fund Agreement are available. The duplication of the Pension Fund Agreement described above did not change the fact that

Siemens AG will initially remain the sponsoring company of the Pension Fund also in respect of the HC Pension Fund Agreement.

Siemens AG entered into a contractual trust agreement with each of Siemens Pension-Trust e.V., BSAV-Trust e.V. and Deferred Compensation-Trust e.V. (hereinafter "**Siemens Pension-Trust CTA**", "**BSAV-Trust CTA**" and "**Deferred Compensation-Trust CTA**" and together the "**CTAs**"). On the basis of the CTAs, Siemens AG backed parts of the pension obligations by trust assets in each case depending on the underlying pension commitments. The Siemens Pension-Trust CTA and the BSAV-Trust CTA will not be affected by the Spin-off. To the extent that the pension obligations towards the HC Pensioners under the Siemens Pension-Trust CTA and the BSAV-Trust CTA are backed by trust assets, such backing will not change directly as a result of the Spin-off since pension obligations of HC-GmbH will also be covered by these CTAs as long as HC GmbH is deemed a so-called "Secured Group Company", which is currently the case.

In the context of the Deferred Compensation-Trust CTA, pension obligations from so-called deferred compensation commitments towards HC Pensioners are currently also backed by trust assets. Such backing ceases to apply upon transfer of the corresponding pension obligations within the meaning of § 5.1.1 to HC GmbH. HC GmbH also entered into a contractual trust agreement with Deferred Compensation-Trust e.V. ("**HC CTA**"). In the Spin-off and Transfer Agreement, HC GmbH undertakes towards Siemens AG to ensure that the transferred pension obligations towards HC Pensioners originating from the deferred compensation commitments under the HC CTA will be backed by trust assets to a comparable extent after the Spin-off has taken effect.

### **3.1.2 Objective**

The Spin-off is meant to achieve that the obligations under the employment relationships of the HC Pensioners and, in this context, in particular the corresponding pension obligations of Siemens AG, which are currently still with Siemens AG, will be transferred to HC GmbH. This relates to both the direct pension obligations towards HC Pensioners in the form of direct commitments and the indirect obligations arising from pension commitments given to HC Pensioners the operation and settlement of which has been transferred to the Pension Fund. Thereby, the legal independence of the Healthcare business shall be consistently continued with regard to pension obligations. The divergence between HC GmbH as employer in the Healthcare business for active employment relationships on the one hand and Siemens AG for employment relationships with former employees on the other hand is eliminated. Thus, a transparent

and source-based allocation of the pension obligations towards HC Pensioners at HC GmbH is achieved.

In addition, assets in the form of direct and indirect participations in various companies are transferred in the context of the Spin-off. Firstly, this transfer serves to transfer positive net assets and not only obligations to HC GmbH. The value of the participations in the companies to be transferred exceeds the value of the obligations to be transferred. Secondly, such companies are active in the Healthcare business so that it seems reasonable to allocate them to HC GmbH in any case.

### **3.2 Alternatives**

#### **3.2.1 Spin-off assets remain with Siemens AG**

If the Spin-off assets remained with Siemens AG, the divergence resulting from the legal allocation of the obligations for HC Pensioners from the Healthcare business to Siemens AG on the one hand and that for active employees of the Healthcare business to HC GmbH on the other hand would continue. The objective described above, i.e. an implementation of legal independence of the Healthcare business at the level of the pension obligations would not be achieved.

#### **3.2.2 Split-off of the assets**

As an alternative to a Spin-off, a spin-off in the form of a split-off (*Abspaltung*) under the German Transformation Act would also achieve the objective of transferring the pension obligations of Siemens AG towards HC Pensioners to HC GmbH. However, a spin-off in the form of a split-off would entail the obligation to grant the shareholders of Siemens AG shares in HC GmbH. This would result in a shift in the corporate structure of the Siemens Group such that HC GmbH would no longer be a wholly owned subsidiary of Siemens AG. Such change of the group structure is not the aim pursued by the transaction. For the shareholders, a split of their current uniform participation in Siemens AG as a listed and thus liquid investment and a further participation in the non-listed HC GmbH would not provide any advantages; rather, they would tend to be restricted in their financial possibilities to dispose of the participation.

#### **3.2.3 Spin-off by way of singular succession**

As an alternative to the Spin-off under the German Transformation Act, a spin-off outside of the German Transformation Act would be conceivable, i.e. a contribution of the to be

spun-off assets into HC GmbH as a contribution in kind accompanied with a transfer of the relevant assets and liabilities by virtue of a transfer of specific rights (*Einzelrechtsübertragung*).

However, such transfer of specific rights of the pension obligations of Siemens AG towards HC Pensioners to HC GmbH would require the consent of each of the HC Pensioners and would thus be associated with considerable additional effort and expenses. Moreover, vested pension entitlements and ongoing pension benefits may be transferred only in accordance with the strict requirements of Section 4 of the German Company Pension Act (BetrAVG), which would not be fulfilled in the present case. Irrespective of the considerable additional organizational effort and expenses, this approach would not be suitable to achieve the aforementioned objective of a transparent and source-based allocation of the responsibility for pension obligations towards former Siemens employees in the Healthcare business.

#### **4. Subject of the Spin-off**

##### **4.1 Shares in Siemens Diagnostics Holding II B.V.**

Siemens AG will transfer to HC GmbH by way of the Spin-off all shares in Siemens Diagnostics Holding II B.V. with registered office in 's-Gravenhage, Netherlands, consisting of 180 shares with the numbers 1 to 180, each with a nominal amount of €100.

##### **4.1.1 Business activity and subsidiaries**

Siemens Diagnostics Holding II B.V. was established on October 16, 2006 and is registered with the commercial register of the Kamer van Koophandel under number 27292937. Its capital of currently €18,000 consists of 180 shares, each with a nominal value of €100. The fiscal year begins on October 1 of each year and ends on September 30 of the subsequent year. According to the articles of association, the corporate object includes in particular the establishment of, the participation in and the financing of companies and undertakings; the cooperation with, the leading, managing and consulting of, and the provision of other services to companies and other undertakings; the granting and utilization of loans; the collateralization of financial liabilities and other obligations of the company and its affiliated companies; the implementation of financial transactions for the company, its affiliated companies or third parties as well as the issuance of and the investment in financial instruments as well as the acquisition, administration and disposal of intellectual property rights. The company

may engage in business of any kind and take any and all measures related to, or which seem to be directly or indirectly useful in promoting, the object of the company.

All shares in Siemens Diagnostics Holding II B.V. are currently held by Siemens AG.

The company's bodies are the shareholders' meeting and the Board of Managing Directors ("Raad van Bestuur"). Members of the Board of Managing Directors are Izabella Anna Hus-Morawska, Franz Kiener and Gerardus Wilhelmus Westerhout.

The company's equity as of September 30, 2014 amounted to €1,022,892,000. As of such reference date, the total assets (*Bilanzsumme*) amounted to €1,022,970,000. The relevant assets comprise the participations held in subsidiaries and receivables from affiliated companies included in the cash management of the Siemens Group; the liabilities almost entirely comprise equity.

The company operates exclusively as a holding company and does not have any employees. For accounting and other administrative functions, the company retains the services of Siemens Nederland N.V. (regional company in the Netherlands) and of Siemens International Holding B.V. The company itself does currently not provide any services to its subsidiaries.

As at October 1, 2015, Siemens Diagnostics Holding II B.V. had the following direct subsidiaries:

Company name	Country	Share (%)	Purpose
<b>SCIENTIFIC MEDICAL SOLUTION DIAGNOSTICS S.A.R.L.</b>	<b>Morocco</b>	<b>100.00</b>	<b>Service provider and distributor</b>
<b>Siemens Healthcare Diagnostics Ltd.</b>	<b>Great Britain</b>	<b>100.00</b>	<b>Distributor</b>
<b>Siemens Healthcare Diagnostics Manufacturing Ltd</b>	<b>Great Britain</b>	<b>100.00</b>	<b>Manufacturer and distributor</b>
<b>Siemens Healthcare Diagnostics Products Ltd</b>	<b>Great Britain</b>	<b>100.00</b>	<b>Manufacturer and distributor</b>
<b>Siemens Healthcare Diagnostics S.A.</b>	<b>Costa Rica</b>	<b>100.00</b>	<b>Service provider and distributor</b>
<b>Siemens Medicina d.o.o</b>	<b>Bosnia and Herzegovina</b>	<b>100.00</b>	<b>Service provider and distributor</b>
<b>Siemens S.A.</b>	<b>Uruguay</b>	<b>100.00</b>	<b>Distributor</b>
<b>Siemens Healthcare S.A.C.</b>	<b>Peru</b>	<b>99.98</b>	<b>Distributor</b>
<b>Siemens Healthcare, Sociedad Anonima</b>	<b>El Salvador</b>	<b>99.00</b>	<b>Distributor</b>
<b>Siemens Healthcare Oy</b>	<b>Finland</b>	<b>78.31</b>	<b>Distributor</b>
<b>Siemens Healthcare Diagnostics (Pty.) Limited</b>	<b>South Africa</b>	<b>17.06</b>	<b>Service provider and distributor</b>
<b>Siemens Healthcare Diagnósticos S.A.</b>	<b>Brazil</b>	<b>12.34</b>	<b>Distributor</b>
<b>Siemens Healthcare Limited Liability Company</b>	<b>Russian Federation</b>	<b>0.10</b>	<b>Service provider and distributor</b>
<b>Siemens Healthcare Limited Liability Partnership</b>	<b>Kazakhstan</b>	<b>0.01</b>	<b>Service provider and distributor</b>

The company has been acting as an international holding company with regard to Healthcare participations for a long time, in particular with regard to companies obtained through the acquisition of the Diagnostics business in 2007. Most recently, in the context of the worldwide independence of the Healthcare business, participations in newly established companies have been added which are operating, or which are to operate, the relevant local Healthcare business; in the near future, further acquisitions of such participations are planned in the context of the process of independence. In this context, apart from majority holdings, companies are concerned in which Siemens Diagnostics Holding II B.V. acts as a further shareholder as required under local law. In principle, the company and its subsidiaries are of no relevance to the other business of the Siemens Group. Only Siemens S.A., Uruguay, as a former Siemens regional company, will continue to settle legacy business of other entities of the Siemens Group in addition to the Healthcare business presumably until 2017 (the new business of these other entities has been operated in a newly established Siemens company since 2015).

Siemens Diagnostics Holding II B.V. does not prepare any subgroup financial statements for itself and its subsidiaries.

#### **4.1.2 Value of the shares to be transferred**

The carrying amount of Siemens Diagnostics Holding II B.V. in the annual financial statements of Siemens AG prepared and audited as of September 30, 2015 is €1,062,348,215.44. This corresponds to approx. 1.5% of the total assets (*Bilanzsumme*) of Siemens AG in the annual financial statements.

### **4.2 Pension obligations**

#### **4.2.1 Direct obligations towards HC Pensioners**

Siemens AG transfers to HC GmbH its entire contractual position under employment relationships with HC Pensioners and pension commitments made towards HC Pensioners. In particular, all rights and obligations, including without limitation all pension obligations, arising from these legal relationships are subject to the transfer.

All contractual and statutory obligations associated therewith and obligations agreed under collective bargaining agreements will be transferred to HC GmbH as well. This applies, in particular, to the obligations to assume any default liability under Section 1 (1) sentence 3 of the German Company Pension Act (BetrAVG) and to adjust the pension in accordance with Section 16 of the German Company Pension Act (BetrAVG). Thus, the pension obligations are to pass to HC GmbH irrespective of the underlying individual or collective bargaining agreement.

The legal relationships with the HC Pensioners and in particular the obligations of Siemens AG are to be transferred comprehensively and irrespective of the pension funding vehicle used to implement the pension commitments towards the HC Pensioners. The pension obligations of Siemens AG towards HC Pensioners that are the subject of the transfer in particular arise from works agreements, direct commitments made in the employment contracts or from additional pension commitments granted under individual agreements.

To the extent that Siemens AG still has any claims and other rights arising from the legal relationships with the HC Pensioners, such claims and rights will also pass to HC GmbH. This relates, in particular, to information rights towards holders of pension entitlements.

Siemens AG also transfers all other rights and obligations with respect to third parties and relating to pension obligations towards HC Pensioners to HC GmbH. These include, in addition to the rights and obligations towards the Pension Fund described below in Chapter 4.2.2, in particular all obligations towards the PSV relating to the HC Pensioners.

#### **4.2.2 Rights and obligations under the HC Pension Fund Agreement**

As already described in Chapter 3.1.1, the operation and settlement of part of the pension commitments given to HC Pensioners was transferred to the Pension Fund in 2006. In preparation of the Spin-off, the Pension Fund Agreement underlying the operation of the relevant pension commitments of Siemens AG by the Pension Fund was duplicated. For that purpose, an additional HC Pension Fund Agreement with almost the same content was entered into between Siemens AG and the Pension Fund. The current Pension Fund Agreement has been continued, restricted to those currently entitled persons who are not HC Pensioners.

At the same time, the obligations allocable to the Pension Fund HC Pensioners will be managed separately for accounting purposes by the Pension Fund with economic effect as of October 1, 2015. With effect as of October 1, 2015, the current underlying assets of the Pension Fund will be divided between the two pension fund agreements and booked separately.

By virtue of the Spin-off, Siemens AG will also transfer its entire contractual position as sponsoring company, including all rights and obligations under the HC Pension Fund Agreement relating to the HC Pensioners. The transfer in particular comprises all obligations to make additional contributions and to assume any default liability towards the Pension Fund and the Pension Fund HC Pensioners. HC GmbH will, in particular, assume the default liability pursuant to Section 1 (1) sentence 3 of the German Company Pension Act (BetrAVG) towards the Pension Fund HC Pensioners, the corresponding Additional Payments Obligation towards the Pension Fund and the obligation to pay the amounts owed in respect of the Pension Fund HC Pensioners pursuant to Section 10 of the German Company Pension Act (BetrAVG) to PSV.

Thus, HC GmbH also assumes the claim of Siemens AG as a sponsoring company under the HC Pension Fund Agreement vis-à-vis the Pension Fund for payment of the underlying assets (i) if and to the extent that underlying assets remain after the Pension Fund has fulfilled all claims asserted against it by the Pension Fund HC Pensioners in the full amount, or (ii) to the extent that the Pension Fund arrives at the conclusion, with the consent of the responsible actuary exercising its reasonable discretion, that the underlying

assets are not required in order to fulfill all claims asserted against it by the Pension Fund HC Pensioners in the full amount.

#### **4.2.3 Value of the passing liabilities**

The carrying amount of the pension obligations passing to HC GmbH in the Annual Financial Statements of Siemens AG prepared and audited as of September 30, 2015 is €399,478,466. The valuation of the pension obligations as of September 30, 2015 is based on a letter of results (*Ergebnisschreiben*) dated November 6, 2015 prepared by the actuary Aon Hewitt GmbH with its registered office in Munich. The carrying amount of the assets to be transferred exceeds the carrying amount of the liabilities to be transferred by €662,869,749.44. The carrying amount of the liabilities to be transferred corresponds to approx. 0.6% of the total assets (*Bilanzsumme*) of Siemens AG in the Annual Financial Statements.

### **5. Legal implementation of the Spin-off and costs**

From a legal perspective, the Spin-off takes place by a spin-off by way of absorption (*Ausgliederung zur Aufnahme*) pursuant to Section 123 (3) no. 1 of the German Transformation Act (UmwG). Pursuant to such provision, Siemens AG, as the transferring entity, transfers part of its assets in their entirety to HC GmbH as the receiving entity for absorption. As consideration for the part of the assets to be spun-off, HC GmbH grants shares in HC GmbH to Siemens AG.

#### **5.1 Spin-off and Transfer Agreement**

The Spin-off and Transfer Agreement in the version to be submitted to the Annual Shareholders' Meeting 2016 of Siemens and the shareholders' meeting of HC GmbH for approval, was entered into on December 2, 2015 and recorded by notarial deed of the notary Dr. Tilman Götte with offices in Munich (attached to this Spin-off Report as Annex 1). The Spin-off and Transfer Agreement governs the details of the transfer of the Spin-off assets from Siemens AG to HC GmbH. The Spin-off and Transfer Agreement together with its Annexes is explained in Chapter 7.

The Spin-off and Transfer Agreement will not be audited by an expert auditor and no audit report will be prepared by such expert auditor pursuant to Section 125 sentence 2 in conjunction with Sections 9 to 12 of the German Transformation Act (UmwG).

The Spin-off and Transfer Agreement will be filed with the commercial registers of Siemens AG in accordance with Section 125 sentence 1 in conjunction with Section 61 sentence 1 of the German Transformation Act (UmwG) prior to the convening of the Shareholders' Meeting.

The Spin-off and Transfer Agreement will be submitted to the competent works council of Siemens AG and the competent works council of HC GmbH (Section 126 (3) of the German Transformation Act (UmwG)).

## **5.2 Shareholders' meetings of Siemens AG and of HC GmbH**

The Spin-off and Transfer Agreement will only take effect if it is approved by the shareholders' meetings of Siemens AG and HC GmbH with the majority of at least three quarters of the capital stock represented when adopting the resolution or of the votes cast, respectively (Section 125 sentence 1 in conjunction with Sections 13 (1), 65 (1) of the German Transformation Act (UmwG) or Section 125 sentence 1 in conjunction with Sections 13 (1), 50 (1) of the German Transformation Act (UmwG), respectively). The Spin-off and Transfer Agreement will be submitted for approval to the Annual Shareholders' Meeting of Siemens AG on January 26, 2016.

Siemens AG, acting as the sole shareholder of HC GmbH, will grant its consent to the Spin-off and Transfer Agreement in the shareholders' meeting of HC GmbH. This shareholders' meeting shall be held after the Annual Shareholders' Meeting of Siemens AG which takes place on January 26, 2016.

## **5.3 Capital increase at HC GmbH**

To implement the Spin-off, HC GmbH will increase its share capital from €50,010,000 by €990,000 to €51,000,000 by issuing 990,000 shares in the nominal amount of €1.00 each. To the extent that the carrying amount under commercial law for the Spin-off assets as of the Spin-off Effective Date exceeds the amount of €990,000, which is the amount of the increase in the share capital of HC GmbH, such amount will be allocated to the capital reserve of HC GmbH pursuant to Section 272 (2) no. 1 of the German Commercial Code (HGB) but shall not be owed as premium. The plan is to adopt the corresponding resolution on the capital increase in the shareholders' meeting of HC GmbH together with the resolution approving the Spin-off and Transfer Agreement. The Spin-off cannot be registered until the capital increase has been registered with the commercial register of HC GmbH.

In the context of the capital increase, a report on the valuation of the contribution in kind will be prepared. Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, has been commissioned to prepare such report. The report on the valuation will be filed together with the application for registration of the capital increase and the Spin-off with the commercial register of HC GmbH at the district court of Munich.

#### **5.4 Filing and registration of the Spin-off**

After the shareholders' meetings of Siemens AG and of HC GmbH have consented to the Spin-off, the Managing Board of Siemens AG and the Board of Managing Directors of HC GmbH must submit the Spin-off for registration with the commercial registers (Sections 129, 125 sentence 1 in conjunction with Section 16 (1) of the German Transformation Act (UmwG)).

The filing with the commercial registers of Siemens AG must include a balance sheet of Siemens AG as closing balance sheet (Section 125 sentence 1 in conjunction with Section 17 (2) of the German Transformation Act (UmwG)). The closing balance sheet is the annual balance sheet of Siemens AG as of September 30, 2015, 24:00 hours. It was audited in the context of the audit of the annual financial statements by Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, which was appointed as the auditor in accordance with the legal requirements by resolution of the Annual Shareholders' Meeting of Siemens AG on January 27, 2015. The audited annual financial statements of Siemens AG for the fiscal year ended September 30, 2015 were approved without reservation.

The Spin-off will not take effect until registration with the commercial registers of Siemens AG at the district court of Charlottenburg and the district court of Munich, with the later of the two registrations being determinative. The Spin-off must have previously been registered with the commercial register of HC GmbH at the district court of Munich. Upon the later of the registrations with the commercial register of Siemens AG at the district court of Charlottenburg or the district court of Munich, the Spin-off assets will pass to HC GmbH in their entirety by force of law by way of a partial universal succession in accordance with the scope set forth in the Spin-off and Transfer Agreement. Pursuant to Section 10 of the German Commercial Code (HGB), the register courts will publish the registration of the Spin-off with the commercial register in the electronic information and communications system determined by the respective state justice administration ([www.registerbekanntmachungen.de](http://www.registerbekanntmachungen.de)).

Assuming that no legal proceedings are instituted, or that legal proceedings are not instituted in a timely manner, against the validity of the resolution of the Shareholders'

Meeting of Siemens AG approving the Spin-off and Transfer Agreement, registration shall occur as early as in March or April 2016 and that the Spin-off will then become effective.

However, if a complaint is filed in a timely manner against the validity of the resolution on the Spin-off, it will hinder, as a general rule and without regard to its prospects for success, the registration of the Spin-off with the commercial register and, thus, the coming into effect of the Spin-off so that a delay would arise. The reason for this is that the Managing Board of Siemens AG and the Board of Managing Directors of HC GmbH must each declare in the filing pursuant to Section 125 sentence 1 in conjunction with Section 16 (2) sentence 1 of the German Transformation Act (UmwG) that no complaint against the validity of the resolution on the Spin-off has been filed or has been filed in a timely manner or that such a complaint has been dismissed by final judgment or withdrawn (so-called negative declaration), which they would not be able to do in the case of a complaint filed in a timely manner. In the case of the approving resolution of HC GmbH, Siemens AG, as the sole shareholder, will waive the filing of a complaint already in the shareholders' meeting. In the case of the approving resolution of the Shareholders' Meeting of Siemens AG, however, the possibility cannot be excluded that there will be a challenge by one or more shareholders. Despite the lack of a negative declaration, the Spin-off can be registered, anyway, even if complaints against the validity of the resolution on the Spin-off have been duly filed, provided that the court of appeals (*Oberlandesgericht*, "OLG") having jurisdiction pursuant to Section 125 sentence 1 in conjunction with Section 16 (3) sentence 7 of the German Transformation Act (UmwG) has determined by a decision pursuant to Section 125 sentence 1 in conjunction with Section 16 (3) sentence 1 of the German Transformation Act (UmwG) that the filing of the complaint does not prevent the registration (so-called clearance decision). According to Section 125 sentence 1 in conjunction with Section 16 (3) sentence 9 of the German Transformation Act (UmwG), the decision is unappealable. Pursuant to Section 125 sentence 1 in conjunction with Section 16 (3) sentence 3 of the German Transformation Act (UmwG), the decision will be issued if (i) the complaint is inadmissible or obviously without merit, or (ii) the complainant has not proven within one week after service of the request by means of documents that the complainant holds a proportionate amount of at least €1,000 in the capital stock of Siemens AG since the Notice of Annual Shareholders' Meeting was published, or (iii) the immediate coming into effect of the Spin-off appears to have priority because the material harm demonstrated by Siemens for the entities involved in the Spin-off and their shareholders outweighs the harm for the complaining shareholder in the free conviction of the court unless there has been a particularly severe violation of law.

The Managing Board of Siemens AG is of the opinion that a delayed coming into effect of the Spin-off would be harmful for Siemens AG and HC GmbH and would be contrary to the interests of the Siemens shareholders because it would delay the realization of the benefits expected by a separate development of the two companies.

## **5.5 Costs of the Spin-off**

The costs of the Spin-off will be approx. €800,000 until the Spin-off takes effect. The costs relate primarily to costs for external consulting (especially by legal advisors and pension advisors), costs for expert opinions (accountants and actuaries), notarization costs and costs for the filings with the commercial registers. Such costs will be borne by Siemens AG.

## **6. Consequences of the Spin-off**

This Chapter discusses the accounting, corporate law, labor law, tax and other consequences of the Spin-off.

### **6.1 Accounting consequences of the Spin-off**

Annual financial statements of Siemens AG

In the annual financial statements under commercial law of Siemens AG, the Spin-off of the pension obligations towards HC Pensioners and of the shares in Siemens Diagnostics Holding II B.V. will lead to a balance sheet contraction but not to a reduction of equity. On the liabilities side, the pension obligations towards HC Pensioners will be derecognized. On the assets side, the carrying amount of the participation in Siemens Diagnostics Holding II B.V. is derecognized. As of the Spin-off Effective Date, the carrying amount of the assets to be transferred to HC GmbH exceeds the carrying amount of the liabilities to be transferred by €662,869,749.44; the amount recognized for the participation in HC GmbH must be increased by such amount in the balance sheet of Siemens AG.

As the Spin-off can be regarded as an exchange-like transaction for Siemens AG (cf. IDW RS HFA 43), the received new shares in HC GmbH can be recognized with the carrying amount or the fair value of the Spin-off assets. Siemens AG will opt for recognition at the carrying amount for the participation in HC GmbH.

As a result of the joint and several liability for the fulfillment of the liabilities transferred to HC GmbH under Section 133 (1) and (3) to (5) of the German Transformation Act

(UmwG), Siemens AG must recognize a corresponding warranty for these obligations below the balance sheet for a period of five years after the Spin-off and, with regard to pension obligations based on the German Company Pension Act, for a period of ten years (see in detail Chapter 6.2.2).

#### Annual financial statements of HC GmbH

HC GmbH will capitalize the shares in Siemens Diagnostics Holding II B.V. assumed by it and recognize the pension liabilities assumed by it as a liability in its balance sheet. Under commercial law, the Spin-off of the shares in Siemens Diagnostics Holding II B.V. constitutes an acquisition at HC GmbH as the receiving entity. Pursuant to Sections 125, 24 of the German Transformation Act (UmwG), HC GmbH may recognize the assumed shares in Siemens Diagnostics Holding II B.V. either with the acquisition costs (fair value) or the carrying amount of the closing balance sheet of Siemens AG. HC GmbH will opt for recognition at the carrying amount for the participation in Siemens Diagnostics Holding II B.V.

As the carrying amount of the assets assumed exceeds the carrying amount of the liabilities assumed, the Spin-off will lead to an increase in the equity of HC GmbH in the difference amount. The equity item "subscribed capital" will increase in the amount of the capital increase of €990,000; in addition, the capital reserve will increase. Overall, the Spin-off will lead to a balance sheet extension at HC GmbH.

As a result of the joint and several liability for the fulfillment of the liabilities remaining with Siemens AG created by Section 133 (1) and (3) to (5) of the German Transformation Act (UmwG), HC GmbH must recognize a corresponding warranty for these obligations below the balance sheet for a period of five years after the Spin-off and, with regard to such obligations based on the German Company Pension Act, for a period of ten years (see in detail Chapter 6.2.2).

The transfer of the assets by way of the Spin-off has no effect on the statements of income of Siemens AG and of HC GmbH.

#### Financial statements of the Siemens Group

For the Siemens Group's financial statements, no changes result from the Spin-off as the Siemens Group holds 100% of both the transferring entity and the receiving entity.

## **6.2 Consequences of the Spin-off under corporate law**

### **6.2.1 Partial universal succession**

Upon the Spin-off taking effect upon its registration with the commercial registers of Siemens AG, the Spin-off assets will pass to HC GmbH in their entirety by force of law by way of a partial universal succession in accordance with the scope set forth in the Spin-off and Transfer Agreement.

### **6.2.2 Consequences relating to liability under the German Transformation Act (UmwG)**

The consequences of the Spin-off taking effect on the liability of Siemens AG and HC GmbH are as follows:

Pursuant to Section 133 (1) and (3) to (5) of the German Transformation Act (UmwG), Siemens AG is jointly and severally liable for the performance of all liabilities transferred to HC GmbH if the liabilities become due within five years, or, in the case of pension obligations based on the German Company Pension Act (BetrAVG), within ten years after the publication of the registration of the Spin-off with the commercial registers of Siemens AG and if claims against Siemens AG resulting thereunder have been established in a manner specified in Section 197 (1) nos. 3 to 5 of the German Civil Code (BGB), or an act of enforcement by a court or public authority has been performed or applied for (Section 133 (3) of the German Transformation Act (UmwG)).

The liability of Siemens AG for pension obligations will not cease to apply during the ten-year period owing to the additional protection existing for the entitled persons based on the insolvency protection rules under the German Company Pension Act (BetrAVG) (cf. Sections 7 et seqq. of the German Company Pension Act (BetrAVG)). If the entitled persons received payments from PSV, all claims of the relevant entitled person against the debtor of the pension payments – including those resulting from the joint debt pursuant to Section 133 of the German Transformation Act (UmwG) – would pass to PSV in accordance with the German Company Pension Act (BetrAVG) (Section 9 (2) of the German Company Pension Act (BetrAVG)). Thus, PSV might take recourse to Siemens AG as the transferring entity – within the time limit of ten years – if a claim is asserted in the event of default during such time.

Pursuant to Section 133 (1) and (3) to (5) of the German Transformation Act (UmwG), HC GmbH is, in turn, jointly and severally liable for the performance of the liabilities remaining at Siemens AG which were already established prior to the Spin-off taking effect if these liabilities become due within five years, or, in the case of pension

obligations based on the German Company Pension Act (BetrAVG), within ten years after the publication of the registration of the Spin-off with the commercial registers of Siemens AG and if claims against HC GmbH resulting thereunder have been established in a manner specified in Section 197 (1) nos. 3 to 5 of the German Civil Code (BGB), or an act of enforcement by a court or public authority has been performed or applied for (Section 133 (3) of the German Transformation Act (UmwG)).

The provisions on the allocation of liability provided in § 8 of the Spin-off and Transfer Agreement apply in the internal relationship between Siemens AG and HC GmbH (on this point see Chapter 7.1.8).

Pursuant to Sections 22, 125 sentence 1, 133 (1) sentence 2 of the German Transformation Act (UmwG), creditors of Siemens AG and HC GmbH can demand security for their claims from the company against which their respective claims are directed within a period of six months after the publication of the registration of the Spin-off with the commercial registers of Siemens AG or HC GmbH. The prerequisite is that the creditors cannot obtain any satisfaction at the respective point in time and that their claims are notified in writing both with regard to the basis and the amount and that plausible proof is provided that the Spin-off endangers the fulfillment of their claims. The Managing Board of Siemens AG and the Board of Managing Directors of HC GmbH assume that no claims of creditors of Siemens AG or HC GmbH will be endangered by the Spin-off taking effect and, accordingly, that no obligation to provide security will exist for Siemens AG or HC GmbH under Sections 22, 125 sentence 1, 133 (1) sentence 2 of the German Transformation Act (UmwG).

### **6.2.3 Financial position of the shareholders of Siemens AG remains unaffected**

In principle, the financial position of the shareholders of Siemens AG will remain unaffected by the Spin-off. While they will then participate in the Spin-off assets only indirectly through the participation held in HC GmbH, the increase of the intrinsic value of the participation in HC GmbH as a result of the Spin-off, however, corresponds to the value of the assets transferred to HC GmbH.

### **6.2.4 Capital increase at HC GmbH**

To implement the Spin-off, HC GmbH will increase its share capital from €50,010,000 by €990,000 to €51,000,000 by issuing 990,000 shares in the nominal amount of €1.00 each (cf. in this respect Chapter 7.1.10). Siemens AG will receive these new shares.

### **6.2.5 Significant matters of other affiliated companies**

With the exception of HC GmbH and subject to the information contained in Chapter 6.3, Siemens AG's other affiliated companies will remain unaffected by the Spin-off. No matters of such affiliated companies exist that are "significant" for the Spin-off within the meaning of Sections 8 (1) sentence 3, 127 sentence 2 of the German Transformation Act (UmwG).

## **6.3 Consequences of the Spin-off under labor law and other pension-related issues**

Neither the active employees of Siemens AG and HC GmbH nor their representative bodies will be affected by the Spin-off and no measures are contemplated in this respect. In particular, active employment relationships will not be affected by the Spin-off.

The Spin-off will not lead to a transfer of active employment relationships from Siemens AG to HC GmbH. Instead, active employees will remain employees of their respective company; their employment relationships will remain unaffected by the Spin-off. This also applies to pension commitments made towards these employees.

The Spin-off will not affect memberships of the parties in employers' associations and the applicability of collective bargaining agreements to the Parties and the employees employed by them.

The existing establishments of Siemens AG, HC GmbH and the further establishments of the Siemens Group will remain unaffected by the Spin-off. The existence, composition and term of office of all existing bodies under the German Works Council Constitution Act (BetrVG) that have been established at the Parties remain unaffected. This also applies to the European works council existing in the Siemens Group based on the agreement in the version of May 9, 2012 (Siemens Europe Committee). The applicability of works agreements, general works agreements and group works agreements remains unaffected by the Spin-off.

The Spin-off has no effect on the existence and the size of the Supervisory Board of Siemens AG and of the Supervisory Board of HC GmbH or on the term of office of their board members.

The Spin-off affects those former employees who are listed as HC Pensioners in Annex 5.1.2 to the Spin-off and Transfer Agreement. The consequences are based on § 5.1 of the Spin-off and Transfer Agreement. In particular, the obligations arising from pension commitments made by Siemens AG towards HC Pensioners and all obligations

associated therewith will be transferred to HC GmbH. This applies, in particular, also to the obligation to assume any liability under Section 1 (1) sentence 3 of the German Company Pension Act (BetrAVG) and to the obligation to adjust the regular benefits in accordance with Section 16 of the German Company Pension Act (BetrAVG). However, Siemens AG is jointly and severally liable for all pension obligations created by it under the German Company Pension Act (BetrAVG) before the Spin-off takes effect if such obligations become due and payable prior to the expiration of ten years after the Spin-off and the existence of claims thereunder against Siemens AG has been established in a manner specified in Section 197 (1) nos. 3 to 5 of the German Civil Code (BGB), or an act of enforcement by a court or public authority has been performed or applied for (Section 133 (3) of the German Transformation Act (UmwG)).

Those HC Pensioners who are currently entitled persons under the "Siemens Pension" (*Siemens-Rente*) pension plan in the version of November 23, 2009 including any supplements, and who have claims against Siemens Pensionsfonds AG will maintain their claims for pension benefits against Siemens Pensionsfonds AG. However, the sponsoring company of the underlying pension fund agreement and of the underlying pension plan will change. Siemens AG has split its current pension fund agreement with Siemens Pensionsfonds AG of August 24, 2006, including the various supplements, into two pension fund agreements that are identical in respect of the pension benefits. The current agreement will be continued but restricted to those currently entitled persons who are not HC Pensioners. The newly concluded HC Pension Fund Agreement relates to pension commitments made towards HC Pensioners and dates November 9, 2015. For accounting purposes, the obligations allocable to the HC Pensioners will be booked separately by Siemens Pensionsfonds AG as of the Spin-off Effective Date. With effect as of the Spin-off Effective Date, the current underlying assets will be divided on a pro rata basis between the two pension fund agreements in accordance with the pension obligations allocable to each pension fund agreement and booked separately. The decisive basis for dividing the underlying assets is, in each case, the ratio of the minimum assets according to the pension plan plus other (technical) provisions for pension funds for the existing pension fund agreement or the HC Pension Fund Agreement on the one hand to the total minimum assets plus other (technical) provisions for pension funds for the pension obligations before such division on the other as at the Spin-off Effective Date. Any changes occurring in the period between the Spin-off Effective Date and the day of the actual booking relating to the respective area must be reflected. In accordance with § 5.1.3 of the Spin-off and Transfer Agreement, Siemens AG transfers its contractual position as sponsoring company, with all rights and obligations, including obligations to make additional contributions and to assume any default liability under the HC Pension

Fund Agreement to HC GmbH. In addition, reference is made to the provisions set out in § 5 of the Spin-off and Transfer Agreement.

Siemens AG entered into a contractual trust agreement with each of Siemens Pension-Trust e.V., BSAV-Trust e.V. and Deferred Compensation-Trust e.V. (hereinafter "**Siemens Pension-Trust CTA**", "**BSAV-Trust CTA**" and "**Deferred Compensation-Trust CTA**" and together the "**CTAs**"). On the basis of the CTAs, Siemens AG backed parts of the pension obligations by trust assets in each case depending on the underlying pension commitments. Pursuant to § 5.1.3 of the Spin-off and Transfer Agreement, the respective contractual position, including all rights and obligations of Siemens AG under these CTAs, will not be transferred to HC GmbH. The Siemens Pension-Trust CTA and the BSAV-Trust CTA will not be affected by the Spin-off. To the extent that the pension obligations towards the HC Pensioners under the Siemens Pension-Trust CTA and the BSAV-Trust CTA are backed by trust assets, such backing will not change directly as a result of the Spin-off since pension obligations of HC-GmbH will also be covered by these CTAs as long as HC GmbH is deemed a so-called "Secured Group Company", which is currently the case.

In the context of the Deferred Compensation-Trust CTA, pension obligations existing towards HC Pensioners from so-called deferred compensation commitments are currently also backed by trust assets. Such backing ceases to apply upon transfer of the corresponding pension obligations within the meaning of § 5.1.1 of the Spin-off and Transfer Agreement to HC GmbH. HC GmbH also entered into a contractual trust agreement with Deferred Compensation-Trust e.V. ("**HC CTA**"). In the Spin-off and Transfer Agreement, HC GmbH undertakes towards Siemens AG to ensure that the transferred pension obligations towards HC Pensioners originating from the deferred compensation commitments under the HC CTA will be backed by trust assets to a comparable extent after the Spin-off has taken effect.

#### **6.4 Tax effects of the Spin-off**

The Spin-off will have no tax implications on the shareholders of Siemens AG. The Spin-off constitutes a transaction outside the shareholders' sphere of capital. The shareholders will hold the same shares prior to and after the Spin-off.

No tax implications for Siemens AG will result from the transfer of the shares in Siemens Diagnostics Holding II B.V. Within the framework of Section 21 (1) sentence 2 of the German Transformation Tax Act (UmwStG), such shares may be transferred at their carrying amount within the meaning of Section 1 (5) no. 4 of the German Transformation

Tax Act (UmwStG) for tax purposes; moreover, the market value of the shares is not above their tax carrying amount. Pursuant to § 3.5 of the Spin-off and Transfer Agreement, HC GmbH undertakes to opt for recognition at carrying amount, and to file the application required for the rollover of the carrying amount (*Buchwertfortführung*) with the tax authorities in due time (Section 21 (1) sentence 3, Section 20 (2) sentence 3 of the German Transformation Tax Act (UmwStG)). From the transfer of the pension obligations, Siemens AG will realise, for the purposes of determining the taxable earnings, expenditure in the amount of the difference between the present value of the obligations and the obligations reflected in the tax balance sheet of Siemens AG. This results in a reduction of the taxable earnings in the fiscal year of the transfer. Pursuant to Section 4 f (1) sentence 3 2nd half-sentence of the German Income Tax Act (EStG), it is not required to stretch out such expenditure. However, the expenditure in the tax balance sheet ultimately will not affect Siemens AG due to the allocation of a matching profit of HC GmbH in the same fiscal year in the context of the tax group for corporate income and trade tax purposes existing between the two companies.

At HC GmbH, the acquisition of the shares in Siemens Diagnostics Holding II B.V. and the granting of shares to Siemens AG will not lead to earnings effects for tax purposes. The taking-over of the pension obligations will lead to an increase of the tax profit in the fiscal year of the takeover in accordance with Section 5 (7) sentence 1 of the German Income Tax Act (EStG) in the amount of the difference between the present value of the obligations and the obligations previously reflected in the tax balance sheet of Siemens AG. HC GmbH will not establish any reserve for this purpose under Section 5 (7) sentence 5 German Income Tax Act (EStG). The increased profit resulting therefrom will be allocated to Siemens AG as the controlling company of the tax group in the same fiscal year. This will not result in a burden for HC GmbH.

## **7. Explanation of the Spin-off and Transfer Agreement with Annexes**

### **7.1 Spin-off and Transfer Agreement**

The Spin-off and Transfer Agreement attached to this Report as Annex 1 is organized in six sections. After an introduction, general provisions about the type of the Spin-off, the Spin-off Effective Date, the Spin-off Balance Sheet and the Closing Balance Sheet as well as the shift in effective dates follow in Section II (§§ 1-4). The portion of the assets which Siemens AG is transferring by way of the Spin-off to HC GmbH is then described in detail in Section III. (§§ 5-9). In addition, supplementary provisions are agreed and individual modalities for the transfer are determined. Section IV. (§§ 10-12) deals with the granting of shares in HC GmbH as consideration for the transfer of the Spin-off

Assets as well as the contemplated corporate actions in HC GmbH. Furthermore, particular rights and particular benefits granted in connection with the spin-off are also dealt with. Section V. (§§ 13, 14) describes the consequences of the Spin-off for the employees and their representative bodies and for former employees and describes other pension issues as well. Finally, Section VI. (§§ 15, 16) contains provisions on costs and taxes as well as the final provisions.

The terms defined in the Spin-off and Transfer Agreement will be used in the context of this explanation. Annexes referred to are those of the Spin-off and Transfer Agreement.

### **7.1.1 Spin-off (§ 1)**

Under § 1.1, Siemens AG, as the transferring entity, transfers a portion of its assets specified in § 5.1 and § 5.2 of the Spin-off and Transfer Agreement as an entirety to HC GmbH, as the receiving entity, by a spin-off by way of absorption pursuant to Section 123 (3) no. 1 of the German Transformation Act (UmwG). The assets so transferred by way of spin-off are defined as "Spin-off Assets". In return, shares in HC GmbH are granted to Siemens AG pursuant to § 10 of the Spin-off and Transfer Agreement (cf. in this respect Chapter 7.1.10). The transfer by way of a spin-off leads to a so-called partial universal succession under Section 131 (1) no. 1 of the German Transformation Act (UmwG), i.e. HC GmbH will become the universal successor of Siemens AG by force of law with regard to the Spin-off Assets when the Spin-off takes effect. This means that a transfer of specific rights is not required.

§ 1.2 clarifies that items which are not allocable 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 HC GmbH.

### **7.1.2 Spin-off Effective Date (§ 2)**

§ 2.1 sets the Spin-off Effective Date on October 1, 2015, 0:00 hours. The Spin-off Effective Date is the point in time as of which the actions of Siemens AG relating to the Spin-off Assets are deemed to have been made for the account of HC GmbH (Section 126 (1) no. 6 of the German Transformation Act (UmwG)). This means that the Spin-off will be economically effective (not with *in rem* effect) retroactively as of October 1, 2015, 0:00 hours and that Siemens AG and HC GmbH will put each other in the positions they would have been in if the Spin-off Assets had already passed to HC GmbH on October 1, 2015, 0:00 hours.

§ 2.3 refers to the Fiscal Transfer Effective Date for the Spin-off. For tax purposes, the transfer will take place at the point in time when the beneficial ownership passes to HC GmbH. Thus, no retroactive effect is regulated in this respect.

### **7.1.3 Spin-off Balance Sheet and Closing Balance Sheet (§ 3)**

Pursuant to § 3.1, a Spin-off Balance Sheet as of October 1, 2015, 0:00 hours is attached to the Spin-off and Transfer Agreement as Annex 3.1 which shows the carrying amounts of the Spin-off Assets with which they have been recognized at Siemens AG. The Spin-off Balance Sheet was derived from the annual balance sheet of Siemens AG as of September 30, 2015, which is part of the Annual Financial Statements of Siemens AG as of September 30, 2015. These Annual Financial Statements were audited and approved without reservation by the auditor of Siemens AG, Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, and approved by the Supervisory Board of Siemens AG on December 2, 2015.

Sections 125 sentence 1, 17 (2) of the German Transformation Act (UmwG) provide that a so-called closing balance sheet must be attached to the filing with the commercial register of the transferring entity. § 3.2 of the Spin-off and Transfer Agreement provides in this regard that the closing balance sheet is the audited and certified annual balance sheet of Siemens AG as of September 30, 2015, 24:00 hours.

§ 3.3 provides that Siemens AG will include the Spin-off Assets in its Closing Balance Sheet under commercial law at their carrying amounts. According to § 3.4, HC GmbH will reflect the Spin-off Assets at the carrying amounts in its accounting under commercial law, too.

§ 3.5 provides that the Spin-off Assets are to be treated in accordance with the general rules for tax balance sheet purposes (see Chapter 6.4 above). HC GmbH undertakes to reflect the Transferred Shares in Siemens Diagnostics Holding II B.V. in its tax balance sheet at their carrying amounts (Section 1 (5) no. 4 of the German Transformation Tax Act (UmwStG)) of Siemens AG as at the Fiscal Transfer Effective Date defined in § 2.3 of the Spin-off and Transfer Agreement and to file the application for the rollover of the carrying amounts.

### **7.1.4 Postponement of the effective dates (§ 4)**

If the Spin-off has not been registered with the commercial registers of Siemens AG by the end of November 10, 2016, the Spin-off Effective Date as well as the effective date for the Closing Balance Sheet of Siemens AG will each be postponed by one year under § 4, i.e. the Spin-off Effective Date will be postponed to October 1, 2016, 0:00 hours, and

the effective date for the Closing Balance Sheet of Siemens AG will be postponed to September 30, 2016, 24:00 hours. In the case of any further delay in the registration beyond November 10 of a subsequent year, the above mentioned effective dates each shift by a further year (so-called revolving effective date). This provision ensures flexibility if the Spin-off does not take effect in the 2016 fiscal year of Siemens AG due to unforeseen events. The revolving Spin-off Effective Date is supplemented by the corresponding shift in the right to participate in profits for the shares to be issued in order to implement the Spin-off (§ 10.2) as well as by the provision on withdrawal in § 16.2 if the Spin-off has not become effective by December 31, 2016 (see on this point Chapter 7.1.15 below).

### **7.1.5 Spin-off Assets (§ 5)**

The Spin-off Assets as the subject of the Spin-off have already been described in more detail in Chapter 4. First of all, § 5.1 determines the pension obligations and legal relationships associated therewith to be transferred. § 5.2 describes the assets to be transferred, i.e. the shares in Siemens Diagnostics Holding II B.V., in more detail. § 5.3 contains some supplementary provisions.

According to § 5.1.1, the Spin-off Assets initially consist of the entire contractual position of Siemens AG, including all rights and obligations, in particular all pension obligations arising from employment relationships with HC Pensioners and pension commitments made to HC Pensioners as well as all contractual and statutory obligations associated therewith and obligations agreed under collective bargaining agreements (such as the obligation to assume any liability under Section 1 (1) sentence 3 of the German Company Pension Act (BetrAVG) and the obligation to adjust the pensions under Section 16 of the German Company Pension Act (BetrAVG)) as well as the rights towards the entitled persons attached to the pensions (e.g. rights to information). This applies irrespective of the pension funding vehicle used to implement the pension commitments towards the HC Pensioners. § 5.1.2 sets out in more detail who the HC Pensioners are.

Furthermore, according to § 5.1.3, the Spin-off Assets consist of all other rights and obligations of Siemens AG towards third parties relating to the pension obligations towards HC Pensioners, including but not limited to the entire contractual position of Siemens AG as sponsoring company, including all rights and obligations, in particular obligations to make additional contributions and to assume any default liability, under the HC Pension Fund Agreement. As a precautionary measure, Siemens AG will also transfer to HC GmbH its contractual position, including all rights and obligations, under the current pension fund agreement entered into with Siemens Pensionsfonds AG and its

position as sponsoring company under the underlying pension plan, to the extent that they relate to pension commitments made towards HC Pensioners and do not pass to HC GmbH as a result of the aforementioned transfer of the contractual position under the HC Pension Fund Agreement.

In addition, all obligations relating to the HC Pensioners towards PSV will be transferred to HC GmbH.

For the avoidance of doubt, it is clarified in this context that the relevant contractual position, including all rights and obligations, of Siemens AG under the CTAs entered into by it with each of Siemens Pension-Trust e.V., BSAV-Trust e.V. and Deferred Compensation-Trust e.V. will not be transferred (not even in part) to HC GmbH. Likewise, the outsourcing agreement (*Funktionsausgliederungsvertrag*) described in § 5.3.2 and the rights and obligations of Siemens AG created thereunder will not be transferred to HC GmbH, either.

As a precautionary measure, the Pension Fund has consented to the transfer provided for in § 5.1.3 of the Spin-off and Transfer Agreement.

According to § 5.2, the assets to be transferred consist of all shares in Siemens Diagnostics Holding II B.V. with its registered office in 's-Gravenhage, Netherlands, consisting of 180 shares with the numbers 1 to 180, each with a nominal amount of €100. More detailed information on Siemens Diagnostics Holding II B.V. is set out in Chapter 4.1. § 5.2 clarifies that the transfer of the shares will include all related rights and obligations, respectively, including the entitlement to distribution of profits for the period after the Spin-off Effective Date. The entitlement to distribution of profits for the fiscal year ended September 30, 2015 remains with Siemens AG.

§ 5.3.1 regulates as a catch-all provision the obligation of Siemens AG and HC GmbH to carry out all other actions which may additionally be necessary or appropriate in connection with the transfer of the Spin-off Assets.

In addition, § 5.3.2 provides that the outsourcing agreement dated April 18, 2012 existing between Siemens AG as service provider and the Pension Fund, which relates to the administrative services in connection with the pension obligations of Siemens AG settled through the Pension Fund, will not be transferred to HC GmbH by virtue of the Spin-off and Transfer Agreement. For the time being, Siemens AG will continue to provide the administrative services owed under the outsourcing agreement relating to the pension benefits to HC Pensioners in relation to the Pension Fund based on the aforementioned outsourcing agreement. Siemens AG has the right to charge a reasonable fee for these

services to HC GmbH with effect as of the Spin-off Effective Date which fee will be determined upon request of Siemens AG between Siemens AG and HC GmbH by virtue of a separate agreement.

#### **7.1.6 Taking effect, Closing Date (§ 6)**

§ 6.1 clarifies that the change in ownership of the Spin-off Assets takes place as an entirety by force of law pursuant to Section 131 (1) no. 1 of the German Transformation Act (UmwG) upon the registration of the Spin-off with the commercial registers of Siemens AG at the district court of Charlottenburg and the district court of Munich. The later of the two registrations is determinative. The date of the effective registration is defined as the "**Closing Date**". The Closing Date is, thus, different from the Spin-off Effective Date (October 1, 2015, 0:00 hours).

Siemens AG undertakes in § 6.2 that it will administrate the Spin-off Assets only in the ordinary course of business and with the diligence of a prudent businessman and in compliance with the requirements of the Spin-off and Transfer Agreement during the period between the conclusion of the Spin-off and Transfer Agreement and the Closing Date and will not make any dispositions without the consent of HC GmbH. Thus, this provision protects HC GmbH.

#### **7.1.7 Catch-all provisions (§ 7)**

§ 7.1 provides for a claim for reimbursement of Siemens AG against HC GmbH to the extent that Siemens AG or a third party for the account of Siemens AG provides or has provided since the Spin-off Effective Date services in respect of the Spin-off Assets that should have been provided directly or indirectly by HC GmbH upon the spin-off taking effect as of the Spin-off Effective Date. To the extent that Siemens AG has made or makes payments in respect of pension obligations towards HC Pensioners which are settled through the Pension Fund and has received or receives reimbursement for this from the Pension Fund, Siemens AG cannot demand further reimbursement. For this, the Pension Fund will debit the corresponding payments from the account established for HC with the Pension Fund.

§ 7.2 makes sure that Siemens AG transfers to HC GmbH by a separate agreement and with *in rem* effect Spin-off Assets which, by way of an exception, do not pass to HC GmbH by force of law. HC GmbH is required to consent to the transfer. The two companies will treat each other in their internal relationship as if the transfer had occurred in the external relationship as of the Spin-off Effective Date. Therefore, the provision is merely a precautionary catch-all provision.

§ 7.3 supplements § 7.2 by providing that Siemens AG and HC GmbH are required to initiate all necessary or appropriate measures and legal actions in connection with the transfer under § 7.2 and to cooperate in order to transfer the Spin-off Assets.

§ 7.4 determines that claims under § 7.2 and § 7.3 will become time-barred at the end of September 30, 2025, i.e. ten years after the Spin-off Effective Date.

### **7.1.8 Protection of creditors and internal settlement (§ 8)**

Pursuant to Section 133 (1) and (3) to (5) of the German Transformation Act (UmwG), Siemens AG is jointly and severally liable for the satisfaction of the liabilities transferred to HC GmbH if these liabilities become due within five years after the publication of the registration of the Spin-off with the commercial registers of Siemens AG and if claims against Siemens AG resulting thereunder have been established in a manner specified in Section 197 (1) nos. 3 to 5 of the German Civil Code (BGB), or an act of enforcement by a court or public authority has been performed or applied for (Section 133 (3) of the German Transformation Act (UmwG)). For any pension obligations created under the German Company Pension Act prior to the Spin-off taking effect, such time limit is extended to ten years in accordance with Section 133 (3) sentence 2 of the German Transformation Act (UmwG). § 8.1 determines in this regard as a supplement to the statutory provision that HC GmbH must indemnify Siemens AG on first demand if and to the extent that creditors assert claims against Siemens AG under transferred liabilities, obligations or relationships involving liability. The same applies in the event that creditors assert claims against Siemens AG to provide security for such liabilities, obligations or relationships resulting in liability.

Vice versa, HC GmbH is jointly and severally liable for the satisfaction of the liabilities remaining with Siemens AG which had already been established prior to the Spin-off taking effect pursuant to Section 133 (1) and (3) to (5) of the German Transformation Act (UmwG) if the liabilities become due within five years (or in the case of pension obligations based on the German Company Pension Act (BetrAVG) within ten years) after the publication of the registration of the Spin-off with the commercial registers of Siemens AG and if claims against HC GmbH resulting thereunder have been established in a manner specified in Section 197 (1) nos. 3 to 5 of the German Civil Code (BGB), or an act of enforcement by a court or public authority has been performed or applied for (Section 133 (3) of the German Transformation Act (UmwG)). To the extent that claims are asserted under these liabilities against HC GmbH, Siemens AG will indemnify HC GmbH on first demand against the respective liabilities, obligations or liability claims pursuant to § 8.2 of the Spin-off and Transfer Agreement. The same applies in the event

that creditors assert claims against HC GmbH to provide security for such liabilities, obligations or relationships resulting in liability.

These are standard provisions between the entities involved on the internal settlement of the liability under Section 133 of the German Transformation Act (UmwG). With this statutory liability, the legislator intends to prevent in the external relationship to creditors that, as a result of a spin-off, they are deprived of an estate to cover their claims.

### **7.1.9 Warranties (§ 9)**

§ 9 of the Spin-off and Transfer Agreement conclusively regulates the claims of HC GmbH under warranties and excludes the statutory provisions to the extent legally permissible. Except for the cases described in § 9, the liability of Siemens AG will be limited to the level mandatory under statutory law.

Siemens AG represents to HC GmbH in § 9.1 that Siemens AG is the holder of the Transferred Shares on the Effective Date and is entitled to freely dispose of these shares and that the shares are not encumbered with rights of third parties. Under § 9.1, no further quality or features are agreed with regard to the Spin-off Assets. By way of precaution it is also clarified that no specific qualities or value of the business of Siemens Diagnostics Holding II B.V. and its subsidiaries are agreed.

To the extent legally permissible, § 9.2 excludes any claims and warranties which might exist pursuant to statutory law or otherwise in addition to those in § 9.1.

### **7.1.10 Grant of Shares and Capital Increase (§ 10)**

§ 10.1 of the Spin-off and Transfer Agreement regulates the consideration for the transfer of the Spin-off Assets. As consideration for the transfer of the Spin-off Assets to HC GmbH, Siemens AG receives 990,000 shares in HC GmbH in the nominal amount of €1.00 each.

The shares to be granted to Siemens AG are entitled to distributions of profit for the fiscal years starting on October 1, 2015 (Section 126 (1) no. 5 of the German Transformation Act (UmwG)) pursuant to § 10.2 of the Spin-off and Transfer Agreement. If the Spin-off Effective Date is postponed pursuant to § 4, the start date of the entitlement to distributions of profit will be postponed accordingly (see above, Chapter 7.1.4).

§ 10.3 regulates the creation of the shares that are supposed to be granted to Siemens AG. To implement the spin-off, HC GmbH will increase its share capital by €990,000 to €51,000,000 by issuing 990,000 shares in the nominal amount of €1.00 each. According to the provisions of the German Transformation Act, the Spin-off can only be registered

after this capital increase has been registered with the commercial register of HC GmbH (Sections 125 sentence 1, 53, 130 (1) sentence 1 of the German Transformation Act (UmwG)).

§ 10.4 clarifies that the contribution in kind will be made by the transfer of the Spin-off Assets. § 10.4 also regulates the accounting treatment for a value of the contribution in kind that exceeds the nominal amount of the issued shares: To the extent that the value at which the contribution in kind rendered by Siemens AG is taken over by HC GmbH, i.e. the carrying amount of the Spin-off Assets as of the Spin-off Effective Date under commercial law, exceeds the amount of the increase in the share capital of HC GmbH set forth in § 10.3, this amount will be allocated to the capital reserve of HC GmbH pursuant to Section 272 (2) no. 1 of the German Commercial Code (HGB) but without being owed as premium.

### **7.1.11 Granting of special rights (§ 11)**

§ 11 expressly clarifies that no rights are granted to individual shareholders or holders of special rights within the meaning of Section 126 (1) no. 7 of the German Transformation Act (UmwG) and that no measures within the meaning of this provision are contemplated for such persons either.

### **7.1.12 Granting of special benefits (§ 12)**

§ 12 clarifies that no special benefits within the meaning of Section 126 (1) no. 8 of the German Transformation Act (UmwG) are granted to members of the Managing Board, of the Board of Managing Directors or of the Supervisory Boards of the companies involved in the Spin-off or to an auditor.

### **7.1.13 Consequences of the Spin-off for the Employees and their Representative Bodies as well as for former employees; other pension-related issues (§§ 13, 14)**

According to the mandatory provision in Section 126 (1) no. 11 of the German Transformation Act (UmwG), the Spin-off and Transfer Agreement itself must contain statements about the consequences of the Spin-off for the employees and their representative bodies as well as the measures which are contemplated in this regard. These statements are found specifically in § 13 of the Spin-off and Transfer Agreement. § 13 contains no contractual agreements between the Parties to the Spin-off and Transfer Agreement but instead only contains a description of the consequences of the Spin-off. In addition, § 14 contains further details on the consequences for former employees as well as explanations and provisions on other pension-related issues. Reference is made to the explanations in §§ 13, 14 of the Spin-off and Transfer Agreement and Chapter 6.3 of this Report.

### **7.1.14 Costs and taxes (§ 15)**

§ 15.1 of the Spin-off and Transfer Agreement contains provisions on costs and taxes. Siemens AG bears the costs incurred in connection with the conclusion of the Spin-off and Transfer Agreement (including notarization fees, the costs for the shareholders' meetings, the costs for applying for and performing registration in the commercial register as well as the costs of the Joint Spin-off Report). All other costs of the Spin-off, in particular the respective own costs and the costs of the advisors, shall be borne by the relevant party itself.

§ 15.2 contains general obligations of the contracting parties in connection with all tax aspects related to the Spin-off. The Parties will cooperate in good faith, provide information to each other and grant each other access to review the records that are relevant for tax purposes.

### **7.1.15 Final provisions (§ 16)**

§ 16 contains several final provisions. § 16.1 clarifies that the Spin-off and Transfer Agreement only takes effect when both the Shareholders' Meeting of Siemens AG and the shareholders' meeting of HC GmbH have approved the agreement and the Spin-off has been registered with the commercial registers of HC GmbH and Siemens AG.

§ 16.2 contains a provision on withdrawal under which each contracting party can withdraw from the Spin-off and Transfer Agreement by written declaration issued to the other contracting party if the registration with the commercial registers of the contracting parties has not occurred by December 31, 2016. Thus, there is a legal possibility to cancel the implementation of the Spin-off if, for example, unforeseen events occur which substantially delay the implementation of the planned measures. In this event, the Spin-off and Transfer Agreement additionally provides for a revolving Spin-off Effective Date in § 4 (see above, Chapter 7.1.4).

§ 16.3 contains a regulation on arbitration according to which all disputes in connection with the Spin-off and Transfer Agreement or about its validity will be finally decided by arbitration proceedings under the Rules of Arbitration of the German Institution for Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V.*, "DIS") excluding any recourse to regular courts.

§ 16.4 clarifies that the Annexes to the Spin-off and Transfer Agreement form part of the agreement.

§ 16.5 contains a standard clause on written form for amendments and supplements to the agreement.

§ 16.6 involves the standard provision on replacing any invalid or unenforceable provisions in the agreement in a reasonable manner (so-called severability clause).

Munich, December 2, 2015

Siemens Aktiengesellschaft  
The Managing Board

Kaeser

Dr. Busch

Davis

Helmrich

Kugel

Prof. Dr. Russwurm

Dr. Thomas

Siemens Healthcare GmbH  
The Board of Managing Directors

Dr. Montag

Rathmann

Reitermann

## **Annexes**

Annex 1: Spin-off and Transfer Agreement between Siemens AG as the transferring entity and HC GmbH as the receiving entity, together with Annexes

## **Annex 1**

Spin-off and Transfer Agreement, together with Annexes

*This version of the Spin-off and Transfer Agreement, prepared for the convenience of English-speaking readers, is a translation of the German original. For purposes of interpretation, the German text shall be authoritative and final.*

## **Spin-off and Transfer Agreement**

between

**Siemens Aktiengesellschaft**, Berlin and Munich,

– hereinafter also referred to as "**Siemens AG**" or the "**Transferring Entity**" –

as the transferring entity

and

**Siemens Healthcare GmbH**, Munich,

– hereinafter also referred to as "**HC GmbH**" or the "**Receiving Entity**" –

as the receiving entity

– hereinafter referred to together as the "**Parties**" or individually as a "**Party**" –

## **Table of Contents**

<b>I. Introduction.....</b>	<b>4</b>
<b>II. Spin-off, Spin-off Effective Date, Spin-off Balance Sheet and Closing Balance Sheet.....</b>	<b>5</b>
§ 1 Spin-off .....	5
§ 2 Spin-off Effective Date .....	5
§ 3 Spin-off Balance Sheet and Closing Balance Sheet .....	6
§ 4 Postponement of the Effective Dates.....	6
<b>III. Spin-off Assets and Modalities for the Transfer.....</b>	<b>7</b>
§ 5 Spin-off Assets.....	7
§ 6 Taking effect, Closing Date.....	10
§ 7 Catch-all Provisions .....	10
§ 8 Protection for Creditors and Internal Compensation.....	11
§ 9 Warranties .....	11
<b>IV. Consideration and Corporate Actions, Special Rights and Benefits.....</b>	<b>12</b>
§ 10 Issuance of Shares and Capital Increase .....	12
§ 11 Granting of Special Rights.....	13
§ 12 Granting of Special Benefits .....	13
<b>V. Consequences of the Spin-off for the Employees and their Representative Bodies as well as for Former Employees; other Pension-Related Issues.....</b>	<b>13</b>
§ 13 Consequences of the Spin-off for the Employees and their Representative Bodies.....	13
§ 14 Consequences of the Spin-off for Former Employees; other Pension-Related Issues .....	14

<b>VI. Other Provisions .....</b>	<b>16</b>
<b>§ 15 Costs and Taxes .....</b>	<b>16</b>
<b>§ 16 Final Provisions .....</b>	<b>16</b>

## **I.** **Introduction**

- 0.1 Siemens AG with its registered offices in Berlin and Munich is registered with the commercial register at the district court (*Amtsgericht*) of Charlottenburg under registration number HRB 12300 B and with the commercial register at the district court (*Amtsgericht*) of Munich under registration number HRB 6684. The capital stock of Siemens AG at the time of conclusion of this Spin-off and Transfer Agreement amounts to €2,643,000,000, divided into 881,000,000 shares of no par value (registered shares).
- 0.2 HC GmbH with its registered office in Munich is registered with the commercial register at the district court (*Amtsgericht*) of Munich under registration number HRB 213821. The share capital of HC GmbH at the time of conclusion of this Spin-off and Transfer Agreement amounts to €50,010,000.00, divided into 50,010,000 shares. The sole shareholder of HC GmbH is Siemens AG.
- 0.3 By contribution agreement dated April 29, 2015 between Siemens AG and HC GmbH, Siemens AG transferred its Healthcare business, to the extent that it had been operated as a business legally unseparated from Siemens AG until then, with all assets and obligations allocable to such business, to HC GmbH by way of singular succession.
- 0.4 For the purpose of a transparent and source-based allocation, especially also the obligations of Siemens AG arising from employment relationships with the former employees of the Healthcare business and, in this context, in particular pension obligations, and, directly or indirectly, various participations in companies which are active in the Healthcare business and the value of which exceeds the amount of the obligations to be transferred, will be transferred to HC GmbH by way of the present Spin-off and Transfer Agreement. The operation and settlement of part of the pension commitments given to former employees of the Healthcare business was transferred to Siemens Pensionsfonds AG, a pension fund established by Siemens AG, in 2006, whereas Siemens AG by operation of law remains liable as debtor in default for the fulfillment of the pension commitments. In accordance with the provisions of this Spin-off and Transfer Agreement, the legal relationship between Siemens AG and Siemens Pensionsfonds AG and the rights and obligations resulting therefrom are also to be transferred to HC GmbH to the extent that they relate to former employees of the Healthcare business.

Now, therefore, the Parties agree as follows:

## II.

### Spin-off, Spin-off Effective Date, Spin-off Balance Sheet and Closing Balance Sheet

#### § 1 Spin-off

- 1.1 Siemens AG, as the transferring entity, transfers by a spin-off by way of absorption (*Ausgliederung zur Aufnahme*) pursuant to Section 123 (3) no. 1 of the German Transformation Act (UmwG) the portion of its assets specified in § 5.1 and § 5.2 of this Spin-off and Transfer Agreement (hereinafter, the "**Spin-off Assets**") in their entirety to HC GmbH as the receiving entity in exchange for the issuance of shares in HC GmbH to Siemens AG pursuant to § 10 of this Spin-off and Transfer Agreement.
- 1.2 Assets and liabilities and other rights and obligations or legal relationships of Siemens AG which are not allocated to the Spin-off Assets under this Spin-off and Transfer Agreement or which are expressly excluded from the transfer under this Spin-off and Transfer Agreement will not be transferred to HC GmbH under this Spin-off and Transfer Agreement.

#### § 2 Spin-off Effective Date

- 2.1 The transfer of the Spin-off Assets will take place in the relationship between Siemens AG and HC GmbH with economic effect as of October 1, 2015, 0:00 hours ("**Spin-off Effective Date**").
- 2.2 Starting as of this point in time, the actions relating to the Spin-off Assets are deemed to have been made for the account of HC GmbH in the relationship between Siemens AG and HC GmbH.
- 2.3 For tax purposes, the transfer will take place at the point in time when the beneficial ownership of the Spin-off Assets passes to HC GmbH ("**Fiscal Transfer Effective Date**").

### § 3 **Spin-off Balance Sheet and Closing Balance Sheet**

- 3.1 The carrying amounts of the Spin-off Assets are shown in the spin-off balance sheet as of October 1, 2015, 0:00 hours and attached to this Spin-off and Transfer Agreement as **Annex 3.1 ("Spin-off Balance Sheet")**. The Spin-off Balance Sheet was derived from the annual balance sheet of Siemens AG as of September 30, 2015, which was part of the Annual Financial Statements of Siemens AG audited and approved without reservation by Siemens AG's auditors, Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, and approved by the Supervisory Board of Siemens AG on December 2, 2015.
- 3.2 The closing balance sheet of the Transferring Entity under Sections 125 sentence 1, 17 (2) of the German Transformation Act (UmwG) is the annual balance sheet of Siemens AG as of September 30, 2015, 24:00 hours prepared in accordance with the provisions on the annual balance sheet and the audit thereof and audited by Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart (the "**Closing Balance Sheet**").
- 3.3 Siemens AG will reflect the Spin-off Assets at the carrying amount in its Closing Balance Sheet under commercial law.
- 3.4 HC GmbH will reflect the Spin-off Assets at the carrying amount in its accounting under commercial law.
- 3.5 For tax balance sheet purposes, the Spin-off Assets under § 5.1 will be treated in accordance with the general rules. HC GmbH undertakes to reflect the Transferred Shares according to § 5.2 in its tax balance sheet at the carrying amount (Section 1 (5) no. 4 of the German Transformation Tax Act (UmwStG)) of Siemens AG as of the Fiscal Transfer Effective Date in accordance with § 2.3 above and to file in due time the application required for the rollover of the carrying amounts (*Buchwertfortführung*) with the tax authorities.

### § 4 **Postponement of the Effective Dates**

If the spin-off has not been registered with the commercial registers of the Transferring Entity at the district courts of Charlottenburg and Munich by the end of the day on November 10, 2016, the Spin-off Effective Date is deemed to be October 1, 2016, 0:00 hours

contrary to § 2 above, and September 30, 2016, 24:00 hours is deemed to be the effective date of the Closing Balance Sheet of Siemens AG contrary to § 3.2 above. In the case of any further delay of the registration beyond November 10 of the subsequent year, the effective dates are postponed by one year respectively in accordance with the above provision.

### **III. Spin-off Assets and Modalities for the Transfer**

#### **§ 5 Spin-off Assets**

The Spin-off Assets include the liabilities, obligations, legal relationships and other assets specified below in more detail:

##### **5.1 Liabilities and Obligations; Pension Fund Agreement**

5.1.1 Siemens AG transfers to HC GmbH its entire contractual position, including all rights and obligations, in particular all pension obligations arising from employment relationships with HC Pensioners (as defined in § 5.1.2 below) and pension commitments made to HC Pensioners as well as all contractual and statutory obligations and obligations agreed under collective agreements associated therewith (such as the obligation to assume a liability under Section 1 (1) sentence 3 of the German Company Pension Act (BetrAVG) and the obligation to adjust the pensions under Section 16 of the German Company Pension Act (BetrAVG)) as well as the rights relating to the pensions towards the entitled persons (e.g. rights to information). This applies irrespective of the pension funding vehicle used to implement the pension commitments towards the HC Pensioners.

5.1.2 HC Pensioners are

- all former employees with pension claims against Siemens AG or Siemens Pensionsfonds AG who already receive pension benefits or who have resigned from the employment relationship with vested pension entitlements as well as
- all surviving dependants entitled to pension benefits and all spouses/registered civil partners entitled to claims for equalisation of pension rights against Siemens AG or Siemens Pensionsfonds AG

whose individualizing personnel numbers are set out in each case in **Annex 5.1.2**.

HC Pensioners also include surviving dependants entitled to pension benefits and spouses/registered civil partners entitled to equalisation of pension rights of the persons listed in **Annex 5.1.2** to the extent that pension claims arise after the Spin-off Effective Date.

5.1.3 Siemens AG also transfers all other rights and obligations with respect to third-parties and relating to pension obligations towards the HC Pensioners to HC GmbH, including but not limited to

- a) its entire contractual position as sponsoring company, including all rights and obligations, in particular obligations to make additional contributions and to assume any default liability, under the HC pension fund agreement to the "Siemens Pension" (*Siemens-Rente*) pension plan relating to the HC Pensioners dated November 9, 2015 ("**HC Pension Fund Agreement**");
- b) its contractual position including all rights and obligations under the current pension fund agreement entered into with Siemens Pensionsfonds AG dated August 24, 2006 and its position as sponsoring company under the underlying "Siemens Pension" (*Siemens-Rente*) pension plan in the version dated November 23, 2009, in each case including any supplements, to the extent that they relate to pension commitments made towards HC Pensioners and do not pass to HC GmbH as a result of the transfer of the contractual position under the HC Pension Fund Agreement pursuant to a) above; the division of the current pension fund agreement associated therewith will be implemented such that the effects described in § 14.2 of this Spin-off and Transfer Agreement will occur;
- c) all obligations towards the pension protection fund Pensions-Sicherungs-Verein Versicherungsverein auf Gegenseitigkeit relating to the HC Pensioners.

For the avoidance of doubt: The respective contractual position, including all rights and obligations of Siemens AG under the contractual trust agreements entered into by it with each of Siemens Pension-Trust e.V., BSAV-Trust e.V. and Deferred Compensation-Trust e.V. will not be transferred (not even in part) to HC GmbH; likewise, the outsourcing agreement (*Funktionsausgliederungsvertrag*) and the rights and obligations of Siemens AG created thereunder (§ 5.3.2 of this Spin-off and Transfer Agreement) will not be transferred to HC GmbH, either.

- 5.1.4 As a precautionary measure, Siemens Pensionsfonds AG has given its consent to the transfer provided for in § 5.1.3 above. This consent is attached to this Agreement as **Annex 5.1.4**.

## **5.2 Assets**

Siemens AG transfers to HC GmbH all shares in Siemens Diagnostics Holding II B.V. with its registered office in 's-Gravenhage, Netherlands, consisting of 180 shares with the numbers 1 to 180, each with a nominal amount of €100 ("Transferred Shares"), including all rights and obligations associated therewith, including the entitlements to distribution of profits for the time as from the Spin-off Effective Date. The entitlement to distribution of profits for the fiscal year ended 30 September 2015 remains with Siemens AG.

## **5.3 Supplementary Provisions**

- 5.3.1 The Parties will make all declarations, issue all documents, and take all other actions which may still be necessary or appropriate in connection with the transfer of the Spin-off Assets.
- 5.3.2 Between Siemens AG as service provider and Siemens Pensionsfonds AG, an outsourcing agreement dated April 18, 2012 exists which relates to the administrative services in connection with the pension obligations of Siemens AG settled through Siemens Pensionsfonds AG. Such outsourcing agreement also comprises the administrative services relating to the pension benefits granted by Siemens Pensionsfonds AG for the benefit of HC Pensioners. Such outsourcing agreement and the rights and obligations of Siemens AG created thereunder will not be transferred to HC GmbH by way of this Spin-off and Transfer Agreement. For the time being, Siemens AG will continue to provide the administrative services relating to the pension benefits to HC Pensioners in relation to Siemens Pensionsfonds AG based on the aforementioned outsourcing agreement. Siemens AG has the right to charge a reasonable fee for these services to HC GmbH with effect as of the Spin-off Effective Date which fee will be determined upon request of Siemens AG between Siemens AG and HC GmbH by way of a separate agreement.

## § 6 Taking effect, Closing Date

- 6.1 The transfer of the Spin-off Assets occurs with *in rem* effect (*dinglich*) upon registration and thus upon effectiveness of the spin-off with the commercial registers of Siemens AG at the district courts of Charlottenburg and Munich, with the later registration being determinative (the "**Closing Date**").
- 6.2 Siemens AG will administrate the Spin-off Assets only in the ordinary course of business and with the diligence of a prudent businessman and in compliance with the requirements of this Spin-off and Transfer Agreement during the period between the conclusion of this Spin-off and Transfer Agreement and the Closing Date and will not make any dispositions without the consent of HC GmbH.

## § 7 Catch-all Provisions

- 7.1 To the extent that Siemens AG or a third party for the account of Siemens AG provides or has provided since the Spin-off Effective Date any services in respect of the Spin-off Assets that should have been provided directly or indirectly by HC GmbH upon the spin-off taking effect as of the Spin-off Effective Date, Siemens AG may demand reimbursement of the services so provided from HC GmbH upon submission of appropriate documentation. To the extent that Siemens AG has made or makes payments in respect of pension obligations towards HC Pensioners which are settled through Siemens Pensionsfonds AG and has received or receives reimbursement for this from Siemens Pensionsfonds AG, Siemens AG cannot demand further reimbursement under sentence 1 above. For this, Siemens Pensionsfonds AG will debit the corresponding reimbursement amounts from the account established for HC with Siemens Pensionsfonds AG.
- 7.2 If and to the extent that the Spin-off Assets do not already pass to HC GmbH by force of law upon the registration of the spin-off in the commercial registers of Siemens AG, Siemens AG will transfer them to HC GmbH. In turn, HC GmbH is obliged to consent to the transfer. In the internal relationship, the Parties will treat each other as if the transfer had occurred as of the Spin-off Effective Date in the external relationship.
- 7.3 In connection with a transfer under § 7.2, the Parties will initiate all necessary or appropriate measures and legal actions and cooperate in them in order to transfer the Spin-off Assets.

- 7.4 Claims under § 7.2 and § 7.3 are time-barred upon the end of the day on September 30, 2025.

## **§ 8 Protection for Creditors and Internal Compensation**

To the extent no other allocation of burdens and liabilities under or in connection with the Spin-off Assets results from this Spin-off and Transfer Agreement, the following provisions apply:

- 8.1 If and to the extent that claims are asserted against Siemens AG based on the provisions in Section 133 of the German Transformation Act (UmwG) or other provisions by creditors for liabilities, obligations or relationships involving liability which are being transferred to HC GmbH in accordance with the provisions of this Spin-off and Transfer Agreement, HC GmbH must indemnify Siemens AG against the respective liabilities, obligations or liability claims on first demand. This also applies in the event that such creditors assert claims against Siemens AG for the provision of security.
- 8.2 If and to the extent that claims are asserted against HC GmbH based on the provisions in Section 133 of the German Transformation Act (UmwG) or other provisions by creditors for liabilities, obligations or relationships involving liability, each of Siemens AG, which are not being transferred to HC GmbH in accordance with this Spin-off and Transfer Agreement, Siemens AG must indemnify HC GmbH against the respective liability or obligation on first demand. This also applies in the event that such creditors assert claims against HC GmbH for the provision of security.

## **§ 9 Warranties**

- 9.1 Siemens AG warrants as of the Closing Date that it is the holder of the Transferred Shares, that it can freely dispose of the Transferred Shares and that they are not encumbered with rights of third parties. Aside from this, no quality of the Spin-off Assets, especially specific features or a certain value of the business of Siemens Diagnostics Holding II B.V. and its subsidiaries, are agreed.
- 9.2 To the extent legally permissible, all rights and warranties which may exist in addition to those in § 9.1 under statutory provisions or otherwise are excluded. The provision in

this § 9.2 applies to all rights and warranties, regardless of the legal nature (contractual or pre-contractual rights, rights under tort or other rights), and especially also to those rights which could result in the cancellation or unwinding of this Spin-off and Transfer Agreement or any similar legal effect.

#### IV.

#### **Consideration and Corporate Actions, Special Rights and Benefits**

##### **§ 10 Grant of Shares and Capital Increase**

- 10.1 As consideration for the transfer of the Spin-off Assets to HC GmbH, Siemens AG receives 990,000 shares in HC GmbH with serial numbers 50,010,001 to 51,000,000 in the nominal amount of €1.00 each.

The shares in HC GmbH to be granted under this § 10.1 are new shares to be created by way of the capital increase in accordance with § 10.3.

- 10.2 The shares to be granted by HC GmbH shall be entitled to distributions of profit as from the fiscal years beginning on October 1, 2015. If the Spin-off Effective Date is postponed pursuant to § 4, the start date of the entitlement to distributions of profit will be postponed accordingly.
- 10.3 To implement the spin-off, HC GmbH will increase its share capital by €990,000 to €51,000,000 by issuing 990,000 shares in HC GmbH in the nominal amount of €1.00 each. The new shares will have the serial numbers 50,010,001 to 51,000,000.
- 10.4 The contribution in kind will be made by the transfer of the Spin-off Assets. To the extent that the value at which the contribution in kind provided by Siemens AG is taken over by HC GmbH, i.e. the carrying amount under commercial law of the Spin-off Assets as of the Spin-off Effective Date, exceeds the amount of the increase of the share capital specified in § 10.3, such amount will be allocated to the capital reserve of HC GmbH in accordance with Section 272 (2) no. 1 of the German Commercial Code (HGB) but shall not be owed as premium.

## **§ 11 Granting of Special Rights**

No rights are granted to individual shareholders or holders of special rights within the meaning of Section 126 (1) no. 7 of the German Transformation Act (UmwG) and no measures within the meaning of such provision are contemplated for such persons.

## **§ 12 Granting of Special Benefits**

No special benefits within the meaning of Section 126 (1) no. 8 of the German Transformation Act (UmwG) are granted to members of the Managing Board, of the Board of Managing Directors or of the Supervisory Boards of the companies involved in the spin-off or to an auditor.

### V.

#### **Consequences of the Spin-off for the Employees and their Representative Bodies as well as for Former Employees; other Pension-Related Issues**

## **§ 13**

#### **Consequences of the Spin-off for the Employees and their Representative Bodies**

- 13.1 Neither the active employees of Siemens AG and HC GmbH nor their representative bodies are affected by the spin-off and no measures are contemplated in this respect.
- 13.2 In particular, active employment relationships will not be affected by the spin-off. The spin-off will not lead to a transfer of active employment relationships from Siemens AG to HC GmbH. Instead, the active employees will remain employees of their respective company; their employment relationships will remain unaffected by the spin-off. This also applies to pension commitments made towards such employees.
- 13.3 The spin-off will not affect memberships of the Parties in employers' associations and the applicability of collective bargaining agreements to the Parties and the employees employed by them.
- 13.4 The existing establishments of Siemens AG, HC GmbH and the further establishments of the Siemens Group will remain unaffected by the spin-off. The existence, composition and term of office of all existing bodies under the German Works Council Constitution Act (*Betriebsverfassungsgesetz*) that have been established at the Parties

remain unaffected. This also applies to the European works council existing in the Siemens Group based on the agreement in the version of May 9, 2012 (Siemens Europe Committee).

- 13.5 The applicability of works agreements, general works agreements and group works agreements remains unaffected by the spin-off.
- 13.6 The spin-off has no effect on the existence and the size of the Supervisory Board of Siemens AG and of the Supervisory Board of HC GmbH and on the term of office of their board members.

## § 14

### Consequences of the Spin-off for Former Employees; other Pension-Related Issues

- 14.1 The spin-off affects those former employees who are listed as HC Pensioners in **Annex 5.1.2**. The consequences are based on § 5.1 of this Spin-off and Transfer Agreement. In particular, the obligations arising from pension commitments made by Siemens AG towards HC Pensioners and all obligations associated therewith will be transferred to HC GmbH. This applies, in particular, also to the obligation to assume a liability under Section 1 (1) sentence 3 of the German Company Pension Act (BetrAVG) and to the obligation to adjust the regular benefits in accordance with Section 16 of the German Company Pension Act (BetrAVG). However, Siemens AG is liable for all pension obligations created by it under the German Company Pension Act (BetrAVG) before the spin-off takes effect if such obligations become due and payable prior to the expiration of ten years after the spin-off and the existence of claims thereunder against Siemens AG has been determined in a manner specified in Section 197 (1) nos. 3 to 5 of the German Civil Code (BGB), or an act of enforcement by a court or public authority has been performed or applied for (Section 133 (3) sentence 2 of the German Transformation Act (UmwG)).
- 14.2 Those HC Pensioners who are currently entitled persons under the "Siemens Pension" (*Siemens-Rente*) pension plan in the version of November 23, 2009 including any supplements and who have claims against Siemens Pensionsfonds AG will maintain their claims for pension benefits against Siemens Pensionsfonds AG. However, the sponsoring company of the underlying pension fund agreement and of the underlying pension plan will change. Siemens AG has split its current pension fund agreement with Siemens Pensionsfonds AG of August 24, 2006, including the various supplements, into two pension fund agreements that are identical in respect of the

pension benefits. The current agreement will be continued but restricted to those currently entitled persons who are not HC Pensioners. The newly concluded HC Pension Fund Agreement relates to pension commitments made towards HC Pensioners and dates November 9, 2015. The obligations allocable to the HC Pensioners will be booked separately by Siemens Pensionsfonds AG as of the Spin-off Effective Date. With effect as of the Spin-off Effective Date, the current underlying assets will be divided up on a pro rata basis between the two pension fund agreements in accordance with the pension obligations allocable to each pension fund agreement and booked separately. The decisive basis for dividing up the underlying assets is, in each case, the ratio of the minimum assets according to the pension plan plus other (technical) provisions for pension funds for the existing pension fund agreement or the HC Pension Fund Agreement on the one hand to the total minimum assets plus other (technical) provisions for pension funds for the pension obligations before such division on the other as of the Spin-off Effective Date. Any changes occurring in the period between the Spin-off Effective Date and the day of the actual booking relating to the respective area must be reflected. In accordance with § 5.1.3 of this Spin-off and Transfer Agreement, Siemens AG transfers its contractual position as sponsoring company, with all rights and obligations, including obligations to make additional contributions and to assume a default liability under the HC Pension Fund Agreement to HC GmbH. In addition, reference is made to the provisions set out in § 5 of this Spin-off and Transfer Agreement.

- 14.3 Siemens AG entered into a contractual trust agreement with each of Siemens Pension-Trust e.V., BSAV-Trust e.V. and Deferred Compensation-Trust e.V. (hereinafter "**Siemens Pension-Trust CTA**", "**BSAV-Trust CTA**" and "**Deferred Compensation-Trust CTA**" and together the "**CTAs**"). On the basis of the CTAs, Siemens AG backed parts of the pension obligations by trust assets in each case depending on the underlying pension commitments. Pursuant to § 5.1.3 of this Spin-off and Transfer Agreement, the respective contractual position, including all rights and obligations of Siemens AG under these CTAs, will not be transferred to HC GmbH. The Siemens Pension-Trust CTA and the BSAV-Trust CTA will not be affected by the spin-off. To the extent that the pension obligations towards the HC Pensioners under the Siemens Pension-Trust CTA and the BSAV-Trust CTA are backed by trust assets, such backing will not change directly as a result of the Spin-off since pension obligations of HC GmbH will also be covered by these CTAs as long as HC GmbH is deemed a so-called "Secured Group Company", which is currently the case.

In the context of the Deferred-Compensation-Trust CTA, pension obligations existing towards HC Pensioners from so-called deferred compensation commitments are currently also backed by trust assets. Such backing ceases to apply upon transfer of the corresponding pension obligations within the meaning of § 5.1.1 to HC GmbH. HC GmbH also entered into a contractual trust agreement with Deferred Compensation-Trust e.V. ("HC CTA"). HC GmbH undertakes towards Siemens AG to ensure that the transferred pension obligations towards HC Pensioners originating from the deferred compensation commitments under the HC CTA will be backed by trust assets to a comparable extent after the spin-off has taken effect.

## **VI. Other Provisions**

### **§ 15 Costs and Taxes**

- 15.1 Siemens AG bears the costs incurred in connection with the conclusion of this Spin-off and Transfer Agreement (including notarization fees, the costs for the shareholders' meetings, the costs for applying for and performing registration in the commercial register as well as the costs of the joint spin-off report). All other costs of the spin-off, in particular the respective own costs and the costs of the advisors, shall be borne by the relevant party itself.
- 15.2 The Parties will cooperate in good faith in all tax matters relevant in connection with the spin-off. To the extent necessary for the tax treatment of the spin-off, the Parties will provide to each other information and access to review the records relevant for tax purposes.

### **§ 16 Final Provisions**

- 16.1 This Spin-off and Transfer Agreement will not take effect until the respective shareholders' meetings of the Parties have consented hereto and the spin-off has been registered with the commercial register of HC GmbH and the commercial registers of Siemens AG.

- 16.2 If the spin-off has not taken effect by December 31, 2016 pursuant to § 6.1, each Party can withdraw from this Spin-off and Transfer Agreement by written declaration to the other Party.
- 16.3 All disputes resulting between the Parties under or in connection with this Spin-off and Transfer Agreement or with regard to its validity will be finally decided by an arbitral tribunal in accordance with the Rules of Arbitration of the German Institution for Arbitration e.V. (*Deutsche Institution für Schiedsgerichtsbarkeit e.V.*, "DIS") in the respectively valid version, and recourse to the jurisdiction of the state courts is excluded (except for measures involving preliminary relief). A decision of the arbitral tribunal regarding the validity of this arbitration clause is legally binding. The location of the arbitration proceedings is Munich. The number of arbitrators is three. The chairman must have the qualification for judicial office in the Federal Republic of Germany. The language of the proceedings is German, but no Party is required to provide translations of documents submitted in English for purposes of evidence or for similar purposes. To the extent that the DIS Rules of Arbitration do not contain a provision for arbitration proceedings or the proceedings are placed at the free discretion of the arbitral tribunal, the provisions of the German Code of Civil Procedure (ZPO) must be applied accordingly.
- 16.4 The Annexes to this Spin-off and Transfer Agreement are part of this Agreement.
- 16.5 Amendments and supplements to this Spin-off and Transfer Agreement, including an amendment to or contracting out of this provision, require written form unless stricter requirements of form must be complied with.
- 16.6 If one or more provisions in this Spin-off and Transfer Agreement are or become completely or partially void, invalid or impracticable, the validity of this Spin-off and Transfer Agreement and its other provisions will not be affected. Instead of the void, invalid or impracticable provision, a provision is supposed to apply that comes as close as possible in terms of form, content, time, scope and applicability to what was intended by the Parties according to the commercial intent and purpose of the void, invalid, or impracticable provision. This applies accordingly for any gaps in this Spin-off and Transfer Agreement.

## **List of Annexes**

<b>Annex</b>	<b>Designation</b>
3.1	Spin-off Balance Sheet
5.1.2	List of HC Pensioners
5.1.4	Consent of Siemens Pensionsfonds AG

**Annex 3.1 to the  
Spin-off and Transfer Agreement**

**Spin-off Balance Sheet**

<b>ASSETS</b>		<b>LIABILITIES</b>
	<b>Euros</b>	<b>Euros</b>
<b>NON-CURRENT ASSETS</b>		
<b>Financial assets</b> Shares in affiliated companies	1,062,348,215.44	<b>EQUITY</b> Pensions and similar obligations
		662,869,749.44
<b>TOTAL</b>	<b>1,062,348,215.44</b>	<b>399,478,466.00</b>
		<b>1,062,348,215.44</b>

**Annex 5.1.2  
to the Spin-off and Transfer Agreement**

**List of HC Pensioners**

## Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 2

## Liste der HC Pensionäre

von 00003941  
bis 00103696

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	00003941	00021739	00045592	00066054	00091809
Zeile 2	00006469	00021931	00045903	00066305	00092556
Zeile 3	00007139	00021983	00046488	00066321	00092562
Zeile 4	00009082	00022419	00047271	00066417	00093878
Zeile 5	00011107	00022486	00047336	00068349	00094369
Zeile 6	00011830	00023332	00047627	00068520	00094515
Zeile 7	00011974	00023567	00047959	00069749	00094550
Zeile 8	00012241	00023748	00048350	00069800	00094617
Zeile 9	00012547	00024197	00048844	00069952	00094703
Zeile 10	00012677	00024687	00048894	00069988	00094704
Zeile 11	00013048	00024862	00049356	00070197	00094705
Zeile 12	00013234	00024863	00049583	00071622	00094720
Zeile 13	00013568	00025420	00050102	00071709	00094850
Zeile 14	00013654	00025580	00050877	00071762	00095376
Zeile 15	00013726	00025862	00051169	00071853	00095429
Zeile 16	00013859	00025891	00051730	00072298	00095575
Zeile 17	00014398	00026116	00051732	00072501	00095835
Zeile 18	00014795	00026282	00052014	00072804	00095894
Zeile 19	00015053	00026325	00052420	00073001	00096848
Zeile 20	00015383	00026446	00052808	00073314	00096875
Zeile 21	00015689	00026581	00052887	00073488	00098143
Zeile 22	00015693	00026825	00053909	00073837	00098177
Zeile 23	00015930	00027140	00054469	00074201	00098910
Zeile 24	00016008	00027491	00054597	00074645	00100222
Zeile 25	00016605	00030033	00055164	00074966	00100465
Zeile 26	00016717	00030065	00056010	00074988	00100648
Zeile 27	00016719	00030074	00056134	00075858	00101220
Zeile 28	00017065	00030982	00056145	00076483	00101483
Zeile 29	00017937	00031067	00056147	00076820	00101556
Zeile 30	00018254	00031069	00056149	00077054	00101605
Zeile 31	00018363	00031498	00056668	00077547	00101686
Zeile 32	00020222	00032550	00056938	00078726	00102054
Zeile 33	00020293	00033138	00057722	00078905	00102097
Zeile 34	00020307	00034805	00058370	00079267	00102162
Zeile 35	00020403	00034879	00060156	00079375	00102234
Zeile 36	00020589	00036261	00060198	00079852	00102520
Zeile 37	00020634	00036720	00062332	00080132	00102572
Zeile 38	00020838	00037377	00063425	00080916	00102718
Zeile 39	00020846	00038404	00064184	00081536	00102779
Zeile 40	00020872	00039720	00064338	00082967	00102892
Zeile 41	00021019	00040967	00064375	00083584	00102895
Zeile 42	00021038	00041132	00064590	00084074	00102987
Zeile 43	00021081	00041751	00064597	00084315	00103055
Zeile 44	00021237	00042553	00064599	00087218	00103136
Zeile 45	00021239	00042570	00064609	00089344	00103287
Zeile 46	00021347	00043936	00064642	00090465	00103407
Zeile 47	00021366	00043969	00064998	00090482	00103473
Zeile 48	00021587	00044046	00065101	00090675	00103481
Zeile 49	00021616	00044572	00065387	00091277	00103585
Zeile 50	00021732	00045040	00065640	00091608	00103696

Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 3

Liste der HC Pensionäre

von  
bis

00103926  
00122826

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	00103926	00111479	00117252	00119794	00121104
Zeile 2	00103978	00111500	00117287	00119803	00121106
Zeile 3	00104089	00111638	00117289	00119818	00121109
Zeile 4	00104110	00111723	00117295	00119853	00121113
Zeile 5	00104209	00111771	00117301	00119854	00121116
Zeile 6	00104231	00111964	00117398	00119872	00121119
Zeile 7	00104266	00112048	00117442	00119879	00121132
Zeile 8	00104521	00112148	00117487	00119945	00121136
Zeile 9	00104630	00112757	00117489	00120066	00121139
Zeile 10	00104773	00113488	00117491	00120076	00121203
Zeile 11	00104828	00113623	00117520	00120150	00121206
Zeile 12	00104863	00113843	00117584	00120172	00121239
Zeile 13	00104865	00113935	00117653	00120416	00121336
Zeile 14	00104921	00113986	00117822	00120430	00121371
Zeile 15	00105153	00114004	00117854	00120496	00121400
Zeile 16	00105646	00114021	00117901	00120523	00121443
Zeile 17	00106170	00114064	00117903	00120534	00121457
Zeile 18	00106176	00115210	00118323	00120571	00121495
Zeile 19	00106334	00115393	00118383	00120747	00121503
Zeile 20	00106377	00115394	00118521	00120815	00121531
Zeile 21	00106502	00115568	00118532	00120816	00121585
Zeile 22	00106949	00115578	00118535	00120817	00121606
Zeile 23	00107018	00115621	00118584	00120819	00121620
Zeile 24	00107037	00115622	00118617	00120825	00121748
Zeile 25	00107058	00115706	00118712	00120826	00121777
Zeile 26	00107128	00115729	00118715	00120827	00121783
Zeile 27	00107241	00115753	00118771	00120838	00121830
Zeile 28	00107507	00115785	00118788	00120839	00121871
Zeile 29	00108319	00115862	00118816	00120842	00121879
Zeile 30	00108708	00115951	00118887	00120844	00121885
Zeile 31	00108967	00116025	00118934	00120845	00121911
Zeile 32	00109127	00116034	00118935	00120846	00122037
Zeile 33	00109144	00116203	00119055	00120848	00122040
Zeile 34	00109146	00116273	00119067	00120852	00122053
Zeile 35	00109148	00116332	00119176	00120857	00122114
Zeile 36	00109184	00116361	00119180	00120858	00122189
Zeile 37	00109381	00116367	00119181	00120867	00122191
Zeile 38	00109636	00116387	00119205	00120868	00122264
Zeile 39	00109714	00116392	00119221	00120869	00122276
Zeile 40	00110062	00116396	00119222	00120870	00122346
Zeile 41	00110581	00116440	00119225	00120871	00122359
Zeile 42	00110836	00116504	00119278	00120958	00122518
Zeile 43	00110929	00116528	00119508	00120963	00122556
Zeile 44	00110972	00116709	00119546	00121017	00122571
Zeile 45	00111086	00117081	00119619	00121018	00122600
Zeile 46	00111146	00117147	00119620	00121050	00122654
Zeile 47	00111171	00117204	00119664	00121053	00122711
Zeile 48	00111210	00117207	00119686	00121057	00122712
Zeile 49	00111211	00117240	00119723	00121095	00122713
Zeile 50	00111233	00117243	00119757	00121099	00122826

Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 4

Liste der HC Pensionäre

von  
bis

00122843  
00361598

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	00122843	00167161	00187679	00304504	00324226
Zeile 2	00122845	00167581	00187850	00304832	00326073
Zeile 3	00122846	00167955	00188142	00305029	00326361
Zeile 4	00122932	00167998	00188163	00305921	00326493
Zeile 5	00122978	00168673	00188560	00306699	00326647
Zeile 6	00123033	00168731	00188866	00306721	00327205
Zeile 7	00123137	00169184	00188952	00306822	00327236
Zeile 8	00123188	00169326	00189362	00307122	00327381
Zeile 9	00123217	00169497	00190044	00308727	00327536
Zeile 10	00123221	00169786	00190368	00309821	00327800
Zeile 11	00123304	00169896	00190386	00309828	00329465
Zeile 12	00123321	00170379	00190747	00309932	00330681
Zeile 13	00123394	00171139	00191038	00310270	00331154
Zeile 14	00123418	00172415	00191215	00310380	00333560
Zeile 15	00123453	00172715	00191312	00311518	00333654
Zeile 16	00123469	00173090	00191409	00312190	00336508
Zeile 17	00123472	00173092	00191542	00312514	00337517
Zeile 18	00123513	00173112	00191838	00313363	00340895
Zeile 19	00123537	00174489	00191994	00313409	00342630
Zeile 20	00123545	00175040	00192937	00313494	00343570
Zeile 21	00123612	00175086	00192938	00313521	00344023
Zeile 22	00123715	00175940	00193139	00313850	00345232
Zeile 23	00123717	00176227	00193388	00314555	00345399
Zeile 24	00123848	00177386	00193445	00315669	00346275
Zeile 25	00123859	00177445	00195420	00316408	00346757
Zeile 26	00123947	00177451	00196314	00316632	00347083
Zeile 27	00124015	00178207	00196331	00317230	00347218
Zeile 28	00124016	00178637	00196355	00317372	00348111
Zeile 29	00124049	00178732	00196630	00317480	00348127
Zeile 30	00124087	00179395	00198152	00317882	00348452
Zeile 31	00124098	00179682	00198156	00318380	00349085
Zeile 32	00124175	00180680	00198670	00318450	00350482
Zeile 33	00150374	00181420	00199261	00318855	00350523
Zeile 34	00150542	00181773	00199279	00318880	00350590
Zeile 35	00151292	00181849	00300118	00319575	00350605
Zeile 36	00151343	00182185	00300347	00319686	00351452
Zeile 37	00152711	00182699	00300382	00320124	00352040
Zeile 38	00153781	00182718	00300541	00320787	00352561
Zeile 39	00154488	00182822	00300546	00321116	00353118
Zeile 40	00155770	00183329	00300561	00321205	00353788
Zeile 41	00156921	00183572	00300983	00321457	00356785
Zeile 42	00159343	00183658	00301271	00321507	00357510
Zeile 43	00159491	00183739	00301751	00321542	00357602
Zeile 44	00161408	00185107	00302892	00322346	00357610
Zeile 45	00162602	00185828	00303155	00322519	00357843
Zeile 46	00162624	00185853	00303843	00323251	00358777
Zeile 47	00163265	00185881	00303866	00323458	00359385
Zeile 48	00164219	00185886	00304043	00323584	00359445
Zeile 49	00166747	00185965	00304315	00323592	00360708
Zeile 50	00167043	00186494	00304337	00323965	00361598

Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 5

Liste der HC Pensionäre

von  
bis

00363740  
00607849

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	00363740	00544764	00607089	00607490	00607661
Zeile 2	00364203	00546096	00607097	00607491	00607670
Zeile 3	00364212	00548010	00607098	00607493	00607673
Zeile 4	00364987	00548239	00607127	00607494	00607674
Zeile 5	00365447	00548428	00607155	00607495	00607676
Zeile 6	00366585	00548433	00607158	00607498	00607677
Zeile 7	00367286	00548455	00607166	00607499	00607678
Zeile 8	00368005	00548559	00607176	00607500	00607679
Zeile 9	00368239	00548686	00607180	00607501	00607685
Zeile 10	00369527	00549171	00607191	00607503	00607689
Zeile 11	00370530	00557946	00607198	00607507	00607690
Zeile 12	00373481	00558464	00607217	00607510	00607694
Zeile 13	00373836	00566657	00607218	00607511	00607695
Zeile 14	00378725	00569277	00607222	00607512	00607696
Zeile 15	00378836	00570518	00607240	00607517	00607698
Zeile 16	00379445	00570732	00607246	00607520	00607699
Zeile 17	00467900	00571499	00607265	00607525	00607702
Zeile 18	00467902	00572573	00607266	00607528	00607706
Zeile 19	00468282	00577285	00607300	00607529	00607707
Zeile 20	00468304	00592661	00607305	00607530	00607709
Zeile 21	00468339	00605094	00607437	00607535	00607712
Zeile 22	00468344	00605271	00607439	00607537	00607717
Zeile 23	00468346	00606905	00607440	00607542	00607721
Zeile 24	00468457	00606916	00607444	00607545	00607722
Zeile 25	00477015	00606920	00607445	00607553	00607727
Zeile 26	00508091	00606921	00607446	00607565	00607730
Zeile 27	00519562	00606935	00607447	00607568	00607731
Zeile 28	00521630	00606943	00607451	00607590	00607733
Zeile 29	00524556	00606973	00607452	00607591	00607735
Zeile 30	00526123	00606980	00607453	00607598	00607736
Zeile 31	00526152	00606994	00607456	00607599	00607739
Zeile 32	00526195	00606995	00607457	00607604	00607743
Zeile 33	00526196	00606996	00607459	00607605	00607750
Zeile 34	00526234	00606997	00607461	00607606	00607758
Zeile 35	00526649	00606999	00607464	00607609	00607759
Zeile 36	00526668	00607001	00607465	00607612	00607767
Zeile 37	00527282	00607011	00607467	00607614	00607775
Zeile 38	00527350	00607018	00607468	00607615	00607788
Zeile 39	00527382	00607020	00607469	00607625	00607791
Zeile 40	00541032	00607022	00607470	00607626	00607798
Zeile 41	00541209	00607024	00607471	00607628	00607801
Zeile 42	00541210	00607027	00607473	00607629	00607802
Zeile 43	00541355	00607031	00607475	00607636	00607803
Zeile 44	00541501	00607036	00607477	00607638	00607809
Zeile 45	00542893	00607037	00607479	00607647	00607810
Zeile 46	00543168	00607039	00607482	00607650	00607812
Zeile 47	00543242	00607041	00607483	00607651	00607815
Zeile 48	00544547	00607051	00607487	00607653	00607832
Zeile 49	00544558	00607083	00607488	00607655	00607836
Zeile 50	00544706	00607085	00607489	00607656	00607849

Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 6

Liste der HC Pensionäre

von  
bis

00607858  
00608630

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	00607858	00607973	00608080	00608208	00608426
Zeile 2	00607866	00607974	00608081	00608209	00608429
Zeile 3	00607874	00607975	00608082	00608213	00608436
Zeile 4	00607878	00607976	00608085	00608214	00608439
Zeile 5	00607883	00607979	00608086	00608222	00608444
Zeile 6	00607885	00607982	00608087	00608227	00608449
Zeile 7	00607886	00607984	00608088	00608229	00608451
Zeile 8	00607888	00607985	00608089	00608234	00608465
Zeile 9	00607892	00607986	00608092	00608235	00608476
Zeile 10	00607893	00607988	00608097	00608242	00608478
Zeile 11	00607895	00607995	00608098	00608245	00608482
Zeile 12	00607896	00607996	00608099	00608246	00608483
Zeile 13	00607897	00607998	00608100	00608252	00608484
Zeile 14	00607898	00607999	00608103	00608263	00608486
Zeile 15	00607899	00608002	00608105	00608267	00608490
Zeile 16	00607900	00608003	00608106	00608269	00608491
Zeile 17	00607903	00608010	00608107	00608277	00608505
Zeile 18	00607905	00608012	00608112	00608282	00608511
Zeile 19	00607907	00608014	00608114	00608283	00608519
Zeile 20	00607909	00608018	00608115	00608286	00608522
Zeile 21	00607910	00608021	00608118	00608289	00608524
Zeile 22	00607911	00608022	00608119	00608292	00608529
Zeile 23	00607912	00608028	00608122	00608294	00608534
Zeile 24	00607915	00608029	00608123	00608297	00608540
Zeile 25	00607918	00608030	00608124	00608306	00608542
Zeile 26	00607920	00608031	00608125	00608310	00608544
Zeile 27	00607921	00608036	00608131	00608314	00608556
Zeile 28	00607922	00608037	00608135	00608326	00608559
Zeile 29	00607924	00608038	00608136	00608330	00608566
Zeile 30	00607928	00608039	00608137	00608333	00608567
Zeile 31	00607930	00608040	00608138	00608338	00608573
Zeile 32	00607937	00608042	00608139	00608340	00608574
Zeile 33	00607938	00608043	00608141	00608345	00608576
Zeile 34	00607940	00608044	00608143	00608349	00608583
Zeile 35	00607942	00608045	00608146	00608350	00608586
Zeile 36	00607946	00608046	00608157	00608356	00608587
Zeile 37	00607948	00608047	00608158	00608366	00608590
Zeile 38	00607950	00608048	00608160	00608370	00608593
Zeile 39	00607952	00608051	00608163	00608373	00608594
Zeile 40	00607957	00608054	00608173	00608374	00608598
Zeile 41	00607960	00608055	00608177	00608375	00608607
Zeile 42	00607961	00608057	00608183	00608377	00608614
Zeile 43	00607962	00608058	00608184	00608385	00608617
Zeile 44	00607965	00608062	00608185	00608387	00608618
Zeile 45	00607966	00608063	00608186	00608389	00608619
Zeile 46	00607967	00608064	00608187	00608398	00608620
Zeile 47	00607968	00608067	00608188	00608400	00608624
Zeile 48	00607970	00608076	00608202	00608403	00608625
Zeile 49	00607971	00608077	00608204	00608413	00608627
Zeile 50	00607972	00608078	00608206	00608424	00608630

Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 7

Liste der HC Pensionäre

von  
bis

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	00608633	00608933	00609064	00609201	00609285
Zeile 2	00608635	00608956	00609065	00609202	00609286
Zeile 3	00608640	00608957	00609066	00609203	00609287
Zeile 4	00608646	00608958	00609072	00609204	00609291
Zeile 5	00608649	00608964	00609073	00609207	00609292
Zeile 6	00608652	00608965	00609075	00609218	00609293
Zeile 7	00608654	00608970	00609077	00609220	00609294
Zeile 8	00608659	00608975	00609078	00609223	00609295
Zeile 9	00608665	00608983	00609079	00609224	00609296
Zeile 10	00608668	00608987	00609082	00609233	00609297
Zeile 11	00608678	00608989	00609083	00609236	00609298
Zeile 12	00608689	00609003	00609085	00609237	00609299
Zeile 13	00608694	00609004	00609086	00609238	00609301
Zeile 14	00608695	00609005	00609087	00609239	00609302
Zeile 15	00608704	00609009	00609088	00609241	00609303
Zeile 16	00608706	00609010	00609089	00609242	00609304
Zeile 17	00608710	00609011	00609090	00609243	00609307
Zeile 18	00608711	00609012	00609094	00609244	00609308
Zeile 19	00608717	00609013	00609096	00609245	00609311
Zeile 20	00608721	00609015	00609099	00609246	00609316
Zeile 21	00608725	00609016	00609103	00609247	00609317
Zeile 22	00608733	00609017	00609111	00609248	00609318
Zeile 23	00608736	00609018	00609112	00609249	00609322
Zeile 24	00608740	00609019	00609114	00609250	00609323
Zeile 25	00608746	00609020	00609119	00609251	00609324
Zeile 26	00608747	00609021	00609123	00609252	00609325
Zeile 27	00608759	00609022	00609124	00609253	00609326
Zeile 28	00608760	00609024	00609129	00609254	00609327
Zeile 29	00608763	00609027	00609133	00609255	00609328
Zeile 30	00608764	00609030	00609137	00609256	00609329
Zeile 31	00608769	00609031	00609138	00609257	00609330
Zeile 32	00608770	00609032	00609139	00609258	00609331
Zeile 33	00608775	00609034	00609146	00609259	00609332
Zeile 34	00608778	00609035	00609151	00609260	00609334
Zeile 35	00608781	00609036	00609158	00609261	00609335
Zeile 36	00608782	00609039	00609160	00609262	00609336
Zeile 37	00608788	00609041	00609168	00609266	00609337
Zeile 38	00608795	00609042	00609170	00609267	00609338
Zeile 39	00608797	00609043	00609172	00609268	00609339
Zeile 40	00608813	00609044	00609174	00609269	00609340
Zeile 41	00608817	00609045	00609177	00609270	00609341
Zeile 42	00608819	00609046	00609184	00609272	00609342
Zeile 43	00608828	00609052	00609189	00609273	00609343
Zeile 44	00608829	00609053	00609191	00609274	00609344
Zeile 45	00608853	00609054	00609192	00609276	00609345
Zeile 46	00608891	00609055	00609195	00609277	00609346
Zeile 47	00608897	00609056	00609196	00609278	00609347
Zeile 48	00608901	00609057	00609198	00609279	00609348
Zeile 49	00608905	00609059	00609199	00609280	00609349
Zeile 50	00608929	00609063	00609200	00609283	00609351

## Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 8

## Liste der HC Pensionäre

von  
bis

00609352  
00610554

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	00609352	00609474	00609636	00609891	00610199
Zeile 2	00609355	00609479	00609637	00609898	00610208
Zeile 3	00609357	00609485	00609644	00609910	00610218
Zeile 4	00609363	00609491	00609646	00609912	00610223
Zeile 5	00609364	00609493	00609647	00609930	00610230
Zeile 6	00609366	00609494	00609648	00609931	00610238
Zeile 7	00609367	00609497	00609660	00609933	00610241
Zeile 8	00609370	00609498	00609661	00609936	00610243
Zeile 9	00609372	00609499	00609668	00609939	00610253
Zeile 10	00609373	00609500	00609673	00609946	00610273
Zeile 11	00609374	00609501	00609675	00609963	00610281
Zeile 12	00609377	00609503	00609676	00609969	00610294
Zeile 13	00609381	00609505	00609677	00609970	00610308
Zeile 14	00609384	00609510	00609683	00609977	00610315
Zeile 15	00609390	00609511	00609687	00609979	00610325
Zeile 16	00609391	00609515	00609690	00609980	00610332
Zeile 17	00609392	00609519	00609695	00609982	00610355
Zeile 18	00609393	00609520	00609700	00609984	00610362
Zeile 19	00609397	00609522	00609705	00609986	00610366
Zeile 20	00609401	00609523	00609706	00609991	00610373
Zeile 21	00609403	00609525	00609718	00610000	00610385
Zeile 22	00609404	00609527	00609725	00610003	00610389
Zeile 23	00609407	00609530	00609729	00610005	00610395
Zeile 24	00609411	00609536	00609734	00610007	00610396
Zeile 25	00609412	00609546	00609741	00610010	00610408
Zeile 26	00609414	00609548	00609750	00610014	00610414
Zeile 27	00609420	00609551	00609753	00610017	00610415
Zeile 28	00609421	00609560	00609756	00610025	00610418
Zeile 29	00609425	00609564	00609760	00610027	00610422
Zeile 30	00609427	00609577	00609772	00610029	00610430
Zeile 31	00609429	00609579	00609777	00610067	00610432
Zeile 32	00609432	00609580	00609782	00610068	00610434
Zeile 33	00609434	00609585	00609784	00610074	00610443
Zeile 34	00609436	00609589	00609786	00610082	00610444
Zeile 35	00609437	00609601	00609796	00610083	00610445
Zeile 36	00609440	00609606	00609811	00610086	00610450
Zeile 37	00609443	00609607	00609819	00610101	00610454
Zeile 38	00609444	00609608	00609822	00610103	00610456
Zeile 39	00609446	00609609	00609828	00610113	00610458
Zeile 40	00609447	00609615	00609839	00610115	00610459
Zeile 41	00609450	00609616	00609861	00610126	00610466
Zeile 42	00609451	00609617	00609863	00610133	00610467
Zeile 43	00609452	00609618	00609864	00610156	00610486
Zeile 44	00609454	00609621	00609865	00610159	00610493
Zeile 45	00609455	00609622	00609866	00610163	00610502
Zeile 46	00609456	00609623	00609867	00610168	00610519
Zeile 47	00609459	00609624	00609868	00610171	00610536
Zeile 48	00609462	00609631	00609871	00610175	00610551
Zeile 49	00609463	00609632	00609872	00610183	00610553
Zeile 50	00609465	00609633	00609875	00610190	00610554

## Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 9

## Liste der HC Pensionäre

von  
bis00610556  
00612353

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	00610556	00611023	00611272	00611886	00612192
Zeile 2	00610564	00611025	00611273	00611894	00612197
Zeile 3	00610567	00611028	00611277	00611895	00612201
Zeile 4	00610571	00611029	00611280	00611896	00612203
Zeile 5	00610574	00611052	00611282	00611903	00612209
Zeile 6	00610604	00611054	00611288	00611912	00612211
Zeile 7	00610605	00611090	00611374	00611930	00612214
Zeile 8	00610606	00611091	00611386	00611935	00612216
Zeile 9	00610608	00611101	00611390	00611936	00612218
Zeile 10	00610624	00611110	00611396	00611943	00612221
Zeile 11	00610625	00611114	00611398	00611947	00612237
Zeile 12	00610628	00611125	00611403	00611963	00612238
Zeile 13	00610633	00611131	00611407	00611967	00612241
Zeile 14	00610644	00611139	00611411	00611969	00612242
Zeile 15	00610660	00611141	00611428	00611970	00612243
Zeile 16	00610684	00611147	00611429	00611976	00612244
Zeile 17	00610685	00611149	00611434	00611991	00612245
Zeile 18	00610695	00611150	00611435	00611993	00612246
Zeile 19	00610696	00611151	00611440	00611994	00612252
Zeile 20	00610703	00611154	00611445	00611998	00612255
Zeile 21	00610715	00611159	00611456	00611999	00612260
Zeile 22	00610725	00611161	00611470	00612002	00612264
Zeile 23	00610726	00611171	00611472	00612011	00612265
Zeile 24	00610732	00611178	00611475	00612014	00612269
Zeile 25	00610742	00611180	00611478	00612031	00612271
Zeile 26	00610753	00611193	00611481	00612049	00612285
Zeile 27	00610757	00611207	00611492	00612051	00612290
Zeile 28	00610763	00611211	00611503	00612054	00612292
Zeile 29	00610816	00611212	00611511	00612075	00612293
Zeile 30	00610817	00611213	00611524	00612078	00612297
Zeile 31	00610820	00611218	00611528	00612083	00612298
Zeile 32	00610868	00611220	00611556	00612089	00612300
Zeile 33	00610880	00611227	00611579	00612091	00612303
Zeile 34	00610882	00611228	00611620	00612106	00612305
Zeile 35	00610895	00611236	00611649	00612111	00612307
Zeile 36	00610917	00611237	00611660	00612113	00612309
Zeile 37	00610929	00611239	00611662	00612118	00612310
Zeile 38	00610945	00611240	00611663	00612120	00612317
Zeile 39	00610946	00611241	00611677	00612132	00612318
Zeile 40	00610961	00611242	00611697	00612135	00612320
Zeile 41	00610963	00611245	00611699	00612140	00612322
Zeile 42	00610970	00611247	00611714	00612143	00612325
Zeile 43	00610978	00611248	00611726	00612150	00612333
Zeile 44	00610991	00611253	00611784	00612152	00612335
Zeile 45	00611002	00611257	00611807	00612155	00612336
Zeile 46	00611007	00611259	00611837	00612176	00612338
Zeile 47	00611016	00611260	00611853	00612185	00612340
Zeile 48	00611020	00611262	00611855	00612186	00612341
Zeile 49	00611021	00611268	00611869	00612190	00612350
Zeile 50	00611022	00611269	00611885	00612191	00612353

































Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 26

Liste der HC Pensionäre

von 02600411  
bis 02607420

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	02600411	02601920	02603286	02603997	02606105
Zeile 2	02600487	02601927	02603296	02604012	02606110
Zeile 3	02600500	02601932	02603307	02604013	02606132
Zeile 4	02600568	02601959	02603311	02604029	02606141
Zeile 5	02600569	02601992	02603324	02604036	02606148
Zeile 6	02600674	02601997	02603328	02604063	02606169
Zeile 7	02600680	02602019	02603332	02604071	02606170
Zeile 8	02600686	02602037	02603418	02604092	02606212
Zeile 9	02600758	02602041	02603419	02604097	02606213
Zeile 10	02600790	02602056	02603436	02604126	02606231
Zeile 11	02600798	02602057	02603445	02604155	02606303
Zeile 12	02600823	02602064	02603454	02604156	02606328
Zeile 13	02600828	02602067	02603460	02604167	02606336
Zeile 14	02600834	02602096	02603477	02604172	02606341
Zeile 15	02600835	02602139	02603484	02604204	02606379
Zeile 16	02600860	02602229	02603487	02604212	02606382
Zeile 17	02600868	02602533	02603493	02604226	02606422
Zeile 18	02601039	02602563	02603494	02604257	02606423
Zeile 19	02601262	02602570	02603502	02604326	02606424
Zeile 20	02601263	02602581	02603521	02604336	02606425
Zeile 21	02601267	02602582	02603527	02604362	02606427
Zeile 22	02601268	02602586	02603553	02604408	02606428
Zeile 23	02601269	02602590	02603564	02604484	02606487
Zeile 24	02601270	02602592	02603620	02604494	02606514
Zeile 25	02601271	02602593	02603648	02604511	02606519
Zeile 26	02601273	02602594	02603651	02604515	02606527
Zeile 27	02601277	02602595	02603654	02604527	02606580
Zeile 28	02601278	02602596	02603655	02604534	02606867
Zeile 29	02601281	02602600	02603663	02604543	02606868
Zeile 30	02601282	02602622	02603667	02604560	02606881
Zeile 31	02601283	02602629	02603669	02604566	02606884
Zeile 32	02601284	02602634	02603675	02605395	02606890
Zeile 33	02601312	02602644	02603686	02605399	02607185
Zeile 34	02601363	02602645	02603688	02605402	02607221
Zeile 35	02601380	02602647	02603689	02605403	02607231
Zeile 36	02601407	02602650	02603692	02605412	02607243
Zeile 37	02601417	02602993	02603693	02605413	02607250
Zeile 38	02601531	02603002	02603725	02605426	02607267
Zeile 39	02601740	02603028	02603734	02605429	02607268
Zeile 40	02601771	02603038	02603754	02605446	02607270
Zeile 41	02601776	02603098	02603764	02605518	02607292
Zeile 42	02601778	02603135	02603771	02605519	02607293
Zeile 43	02601784	02603143	02603774	02605542	02607294
Zeile 44	02601785	02603147	02603796	02605684	02607295
Zeile 45	02601814	02603196	02603832	02605971	02607301
Zeile 46	02601829	02603232	02603837	02606005	02607302
Zeile 47	02601840	02603251	02603855	02606013	02607361
Zeile 48	02601843	02603256	02603860	02606024	02607380
Zeile 49	02601879	02603260	02603955	02606025	02607384
Zeile 50	02601901	02603261	02603978	02606066	02607420

Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 27

Liste der HC Pensionäre

von 02607423  
bis 02614280

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	02607423	02608290	02610235	02611409	02612524
Zeile 2	02607440	02608298	02610244	02611493	02612533
Zeile 3	02607445	02608303	02610252	02611812	02612537
Zeile 4	02607469	02608348	02610275	02611824	02612538
Zeile 5	02607500	02608350	02610277	02611870	02612545
Zeile 6	02607517	02608355	02610279	02611877	02612589
Zeile 7	02607524	02608359	02610282	02611940	02612596
Zeile 8	02607525	02608361	02610285	02611975	02612649
Zeile 9	02607529	02608367	02610302	02612009	02612672
Zeile 10	02607532	02608443	02610331	02612040	02612693
Zeile 11	02607548	02608469	02610357	02612048	02612815
Zeile 12	02607551	02608540	02610365	02612052	02612819
Zeile 13	02607578	02608665	02610443	02612090	02613616
Zeile 14	02607592	02608693	02610548	02612100	02613618
Zeile 15	02607596	02609248	02610570	02612126	02613624
Zeile 16	02607597	02609459	02610592	02612137	02613625
Zeile 17	02607621	02609461	02610632	02612138	02613632
Zeile 18	02607630	02609462	02610964	02612153	02613665
Zeile 19	02607689	02609463	02611001	02612154	02613670
Zeile 20	02607701	02609465	02611002	02612165	02613696
Zeile 21	02607756	02609468	02611003	02612178	02613734
Zeile 22	02607757	02609471	02611004	02612181	02613740
Zeile 23	02607761	02609472	02611009	02612201	02613788
Zeile 24	02607778	02609477	02611018	02612230	02613829
Zeile 25	02607789	02609485	02611022	02612266	02613863
Zeile 26	02607804	02609486	02611040	02612269	02613947
Zeile 27	02607807	02609489	02611041	02612272	02614018
Zeile 28	02607825	02609491	02611043	02612273	02614030
Zeile 29	02607860	02609495	02611049	02612278	02614032
Zeile 30	02607863	02609496	02611069	02612293	02614054
Zeile 31	02607871	02609500	02611101	02612330	02614075
Zeile 32	02607891	02609518	02611112	02612341	02614094
Zeile 33	02607897	02609545	02611114	02612344	02614103
Zeile 34	02607905	02609554	02611162	02612371	02614111
Zeile 35	02607917	02610030	02611167	02612379	02614114
Zeile 36	02607946	02610032	02611169	02612380	02614118
Zeile 37	02607963	02610041	02611212	02612393	02614119
Zeile 38	02607973	02610053	02611253	02612419	02614140
Zeile 39	02607974	02610059	02611254	02612424	02614148
Zeile 40	02608034	02610133	02611261	02612445	02614187
Zeile 41	02608038	02610134	02611275	02612453	02614188
Zeile 42	02608042	02610164	02611295	02612457	02614200
Zeile 43	02608048	02610165	02611312	02612460	02614202
Zeile 44	02608054	02610196	02611323	02612484	02614207
Zeile 45	02608109	02610202	02611324	02612508	02614214
Zeile 46	02608175	02610208	02611331	02612509	02614220
Zeile 47	02608192	02610213	02611348	02612511	02614227
Zeile 48	02608199	02610214	02611376	02612512	02614257
Zeile 49	02608239	02610223	02611377	02612517	02614259
Zeile 50	02608267	02610227	02611402	02612523	02614280

Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 28

Liste der HC Pensionäre

von 02614295  
bis 05012425

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	02614295	02615547	02616640	02618910	02619799
Zeile 2	02614299	02615558	02616711	02618912	02619801
Zeile 3	02614302	02615559	02616753	02618917	02619805
Zeile 4	02614309	02615869	02616755	02618918	02619811
Zeile 5	02614310	02615870	02616859	02618965	02619812
Zeile 6	02614311	02615874	02616872	02618966	02619828
Zeile 7	02614386	02615875	02616874	02618976	02619838
Zeile 8	02614425	02615896	02616925	02618983	02619853
Zeile 9	02614432	02615898	02617713	02619009	02619872
Zeile 10	02614616	02615933	02617718	02619023	02619880
Zeile 11	02614638	02615939	02617726	02619027	02620246
Zeile 12	02614668	02615946	02617728	02619030	02620352
Zeile 13	02614678	02615959	02617733	02619037	02620358
Zeile 14	02614722	02615977	02617769	02619052	02620393
Zeile 15	02614723	02615980	02617774	02619074	02620418
Zeile 16	02614732	02615999	02618219	02619081	02620454
Zeile 17	02614743	02616001	02618255	02619097	02620461
Zeile 18	02614758	02616004	02618277	02619111	02620500
Zeile 19	02614762	02616005	02618278	02619124	02620507
Zeile 20	02614784	02616019	02618303	02619132	02620621
Zeile 21	02614834	02616024	02618321	02619142	02620650
Zeile 22	02614845	02616078	02618338	02619143	02620660
Zeile 23	02614857	02616092	02618343	02619154	02620679
Zeile 24	02614870	02616127	02618346	02619159	02620691
Zeile 25	02614871	02616128	02618347	02619163	02620704
Zeile 26	02614897	02616151	02618348	02619171	02620720
Zeile 27	02614899	02616174	02618374	02619172	02620726
Zeile 28	02614903	02616281	02618382	02619204	02620738
Zeile 29	02614935	02616335	02618427	02619216	02620739
Zeile 30	02614939	02616382	02618476	02619232	02620741
Zeile 31	02614961	02616385	02618495	02619233	02620751
Zeile 32	02614981	02616399	02618497	02619260	02620767
Zeile 33	02614994	02616420	02618570	02619272	02620768
Zeile 34	02615023	02616442	02618581	02619273	02620776
Zeile 35	02615035	02616479	02618582	02619277	02620780
Zeile 36	02615037	02616481	02618595	02619280	02620816
Zeile 37	02615046	02616492	02618608	02619293	02620836
Zeile 38	02615068	02616513	02618611	02619333	02620855
Zeile 39	02615088	02616522	02618629	02619334	02620857
Zeile 40	02615139	02616523	02618634	02619345	02620912
Zeile 41	02615140	02616525	02618638	02619373	02620915
Zeile 42	02615141	02616539	02618646	02619374	02620923
Zeile 43	02615458	02616547	02618682	02619396	02621020
Zeile 44	02615473	02616566	02618768	02619441	02621382
Zeile 45	02615503	02616594	02618813	02619469	05002416
Zeile 46	02615524	02616597	02618841	02619738	05003166
Zeile 47	02615528	02616599	02618842	02619755	05004586
Zeile 48	02615529	02616604	02618858	02619766	05009936
Zeile 49	02615530	02616612	02618903	02619777	05011993
Zeile 50	02615542	02616621	02618904	02619780	05012425

Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 29

Liste der HC Pensionäre

von  
bis

05012446  
89067046

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	05012446	89053484	89058183	89062023	89064475
Zeile 2	05014250	89053514	89058289	89062036	89064488
Zeile 3	05014381	89053576	89058290	89062037	89064794
Zeile 4	05014814	89053717	89058291	89062100	89064807
Zeile 5	05018698	89053836	89058294	89062101	89064900
Zeile 6	05020550	89053859	89058337	89062112	89065064
Zeile 7	05023105	89053878	89058488	89062126	89065086
Zeile 8	05024036	89053973	89058523	89062235	89065110
Zeile 9	05025077	89054008	89058532	89062302	89065185
Zeile 10	05026277	89054083	89058919	89062357	89065266
Zeile 11	05027027	89054151	89059385	89062431	89065285
Zeile 12	05027368	89054266	89059462	89062532	89065316
Zeile 13	05029871	89054399	89059510	89062587	89065339
Zeile 14	05029972	89054561	89059513	89062589	89065517
Zeile 15	05033344	89054736	89059556	89062754	89065573
Zeile 16	05033840	89054805	89059558	89062843	89065580
Zeile 17	05034136	89054909	89059615	89062909	89065606
Zeile 18	05036809	89054917	89059646	89062968	89065609
Zeile 19	05037291	89055005	89059723	89062970	89065667
Zeile 20	05039320	89055055	89059735	89063012	89065672
Zeile 21	05041016	89055060	89059759	89063075	89065688
Zeile 22	05046194	89055373	89059810	89063118	89065693
Zeile 23	05047142	89055502	89059837	89063146	89065704
Zeile 24	05051968	89055716	89059856	89063150	89065719
Zeile 25	05052261	89055792	89059899	89063166	89065751
Zeile 26	05056263	89055938	89059901	89063262	89065778
Zeile 27	05058166	89056284	89059942	89063277	89065804
Zeile 28	05060925	89056355	89060053	89063327	89065808
Zeile 29	05063091	89056385	89060078	89063342	89065873
Zeile 30	05064459	89056771	89060142	89063343	89065925
Zeile 31	05069040	89056774	89060313	89063408	89066065
Zeile 32	89010310	89056847	89060332	89063422	89066082
Zeile 33	89023156	89056880	89060450	89063457	89066096
Zeile 34	89034510	89056971	89060563	89063595	89066262
Zeile 35	89041570	89057042	89060702	89063676	89066264
Zeile 36	89042846	89057239	89061213	89063764	89066325
Zeile 37	89048999	89057284	89061231	89063765	89066345
Zeile 38	89052832	89057417	89061279	89063961	89066468
Zeile 39	89052837	89057461	89061354	89064011	89066499
Zeile 40	89052881	89057522	89061488	89064012	89066527
Zeile 41	89052970	89057574	89061540	89064013	89066538
Zeile 42	89053066	89057723	89061588	89064049	89066659
Zeile 43	89053161	89057724	89061612	89064063	89066693
Zeile 44	89053165	89057777	89061635	89064112	89066694
Zeile 45	89053214	89057790	89061654	89064207	89066758
Zeile 46	89053269	89057836	89061851	89064258	89066784
Zeile 47	89053380	89057910	89061858	89064342	89066800
Zeile 48	89053382	89057915	89061903	89064367	89066812
Zeile 49	89053400	89057979	89061964	89064405	89066830
Zeile 50	89053439	89058181	89062009	89064417	89067046

Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag

Seite 30

Liste der HC Pensionäre

von  
bis

89067050  
89078662

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	89067050	89069291	89071749	89073888	89076504
Zeile 2	89067094	89069304	89071759	89073926	89076539
Zeile 3	89067234	89069340	89071794	89073933	89076598
Zeile 4	89067236	89069444	89071804	89073968	89076627
Zeile 5	89067254	89069474	89071810	89073981	89076633
Zeile 6	89067335	89069492	89071817	89074330	89076716
Zeile 7	89067370	89069588	89071819	89074343	89076750
Zeile 8	89067371	89069589	89071820	89074409	89076821
Zeile 9	89067372	89069637	89071821	89074412	89076837
Zeile 10	89067388	89069657	89071924	89074429	89076862
Zeile 11	89067399	89069797	89071940	89074571	89076896
Zeile 12	89067425	89069811	89072140	89074686	89077037
Zeile 13	89067508	89069860	89072194	89074695	89077110
Zeile 14	89067537	89069873	89072291	89074745	89077125
Zeile 15	89067545	89069897	89072527	89074749	89077195
Zeile 16	89067590	89069904	89072529	89074770	89077217
Zeile 17	89067644	89069905	89072538	89074814	89077240
Zeile 18	89067707	89069906	89072785	89074880	89077294
Zeile 19	89067727	89069929	89072799	89075209	89077364
Zeile 20	89067885	89070106	89072808	89075267	89077366
Zeile 21	89067893	89070290	89072809	89075291	89077377
Zeile 22	89067925	89070370	89072817	89075298	89077462
Zeile 23	89067984	89070406	89072930	89075327	89077465
Zeile 24	89068050	89070471	89072948	89075334	89077505
Zeile 25	89068139	89070518	89073092	89075346	89077589
Zeile 26	89068160	89070545	89073094	89075442	89077658
Zeile 27	89068206	89070699	89073109	89075481	89077672
Zeile 28	89068295	89070823	89073138	89075483	89077882
Zeile 29	89068318	89070862	89073235	89075530	89077910
Zeile 30	89068332	89070929	89073268	89075553	89077927
Zeile 31	89068360	89070933	89073303	89075609	89078001
Zeile 32	89068380	89070935	89073319	89075650	89078026
Zeile 33	89068503	89070984	89073330	89075651	89078034
Zeile 34	89068572	89071063	89073398	89075747	89078050
Zeile 35	89068573	89071114	89073446	89075748	89078055
Zeile 36	89068643	89071134	89073447	89075818	89078079
Zeile 37	89068663	89071138	89073486	89075832	89078099
Zeile 38	89068687	89071180	89073505	89075840	89078158
Zeile 39	89068740	89071181	89073524	89075903	89078159
Zeile 40	89068762	89071185	89073526	89075935	89078260
Zeile 41	89068845	89071246	89073530	89076003	89078323
Zeile 42	89068933	89071250	89073555	89076057	89078357
Zeile 43	89068996	89071264	89073576	89076082	89078400
Zeile 44	89069096	89071416	89073588	89076249	89078432
Zeile 45	89069155	89071438	89073691	89076263	89078465
Zeile 46	89069176	89071560	89073765	89076274	89078487
Zeile 47	89069238	89071573	89073770	89076366	89078541
Zeile 48	89069239	89071575	89073814	89076368	89078640
Zeile 49	89069240	89071616	89073826	89076371	89078659
Zeile 50	89069248	89071707	89073831	89076463	89078662

**Anlage 5.1.2 zum Ausgliederungs- und Übernahmevertrag****Seite 31****Liste der HC Pensionäre**von 89078669  
bis 89080074

	Spalte 1	Spalte 2	Spalte 3	Spalte 4	Spalte 5
Zeile 1	89078669				
Zeile 2	89078670				
Zeile 3	89078797				
Zeile 4	89078821				
Zeile 5	89078853				
Zeile 6	89078942				
Zeile 7	89078946				
Zeile 8	89078989				
Zeile 9	89079042				
Zeile 10	89079074				
Zeile 11	89079098				
Zeile 12	89079111				
Zeile 13	89079199				
Zeile 14	89079340				
Zeile 15	89079521				
Zeile 16	89079590				
Zeile 17	89079611				
Zeile 18	89079620				
Zeile 19	89079655				
Zeile 20	89079670				
Zeile 21	89079824				
Zeile 22	89080055				
Zeile 23	89080074				
Zeile 24					
Zeile 25					
Zeile 26					
Zeile 27					
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Zeile 39					
Zeile 40					
Zeile 41					
Zeile 42					
Zeile 43					
Zeile 44					
Zeile 45					
Zeile 46					
Zeile 47					
Zeile 48					
Zeile 49					
Zeile 50					

**Annex 5.1.4  
to the Spin-off and Transfer Agreement**

[Letterhead Siemens Pensionsfonds AG]

To  
Siemens Aktiengesellschaft and  
Siemens Healthcare GmbH

Grünwald near Munich, November 30, 2015

Dear Sir or Madam,

Siemens Pensionsfonds AG has been notified of the Spin-off and Transfer Agreement in the version of November 30, 2015 to be entered into between Siemens AG and Siemens Healthcare GmbH relating to, in particular, the transfer of obligations of Siemens AG arising from employment relationships with the former employees of the Healthcare business and, in this context, in particular of pension obligations, and, directly or indirectly, of various participations in companies which are active in the Healthcare business. Siemens AG has confirmed to Siemens Pensionsfonds AG that such draft is the final version which is to be notarized.

Siemens Pensionsfonds AG expressly consents to the provisions set out in clause 5.1.3 lit. a) and lit. b) of the Spin-off and Transfer Agreement.

Faithfully yours,

**Siemens Pensionsfonds AG**

Thomas Nitz

Dr. Norman Gehrke