



**Allianz Aktiengesellschaft**

**Munich**

**ISIN DE0008404005**

**Announcement of Termination of Proceedings  
pursuant to Sections 248a, 149 paragraph 2 of the German Stock Corporation Act**

Allianz Aktiengesellschaft announced on April 5, 2006, that various shareholders had filed contestation suits and nullity suits against the resolutions adopted during the extraordinary shareholders' meeting on February 8, 2006, particularly against the resolution regarding the consent to the merger plan of December 16, 2005, between Ras Holding S.p.A., Milan, Italy, (until February 21, 2006, still using the company name RIUNIONE ADRIATICA DI SICURTÁ S.p.A.) and Allianz Aktiengesellschaft with the simultaneous transformation of Allianz Aktiengesellschaft into a European company (*Societas Europaea – SE*), before the District Court Munich I, 5<sup>th</sup> chamber for commercial matters (case no.: 5HK O 4283/06).

Pursuant to Sections 248a, 149 paragraph 2 of the German Stock Corporation Act (*Aktiengesetz, AktG*), we now announce that on July 19, 2006, Allianz Aktiengesellschaft entered into a judicially recorded settlement with the thirteen plaintiffs in order to resolve the legal dispute. The plaintiffs have withdrawn all contestation suits and nullity suits against the resolutions passed during the extraordinary shareholders' meeting on February 8, 2006, in the context of this court settlement. As a result, Allianz Aktiengesellschaft withdrew the application in the release procedure in order to attain the registration of the merger in spite of the contestation suits having been filed (case no. 5HK O 6885/06).

In the context of the court settlement, Allianz Aktiengesellschaft committed itself, in order to inform the shareholders, to publish within reasonable limits an explanation of the differences between the legal forms of a German stock corporation and a European company (SE) with registered seat in Germany within two weeks after effectiveness of the merger on the Internet site of Allianz Aktiengesellschaft (<http://www.allianz.com>) for a period of at least one month. The explanation will adhere to the structure of the German Stock Corporation Act and will address, *inter alia*, the following issues for the SE with registered seat in Germany and the German stock corporation: legal relationships of the company and of the shareholders, man-

agement board, supervisory board, shareholders' meeting and rights of the shareholders, accounting, changes of the articles of association, measures to obtain capital and capital reductions, nullity of resolutions of the shareholders' meeting, as well as affiliated companies. Allianz Aktiengesellschaft has assumed this information obligation by way of a true contract for the benefit of third parties within the meaning of Section 328 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) towards all shareholders of Allianz Aktiengesellschaft.

Allianz Aktiengesellschaft has furthermore committed itself to bear the court fees that arose in the contestation and release procedure and to refund to each plaintiff as compensation for the necessary out-of-court fees incurred by it in connection with conducting the contestation and release procedure as well as the conclusion of the settlement an amount of EUR 72,165.80 (plus separately reported value-added tax in the statutory amount for the case that the corresponding plaintiff is not entitled to deduct the input tax (*Vorsteuerabzug*)).

For the case that third-party intervenors accede to the settlement until August 31, 2006, by written declaration to the District Court Munich I, Allianz Aktiengesellschaft has committed itself to bear the out-of-court costs of the acceded third-party intervenor up to a lump-sum amount of EUR 11,300.00 (if applicable, plus separately reported value-added tax in the statutory amount for the case that the third-party intervenor concerned is not entitled to deduct input tax (*Vorsteuerabzug*)).

Except for the addresses of the plaintiffs and their counsel, the following constitutes a reprint of the full wording of the settlement recorded by the District Court Munich I on July 19, 2006:

## **Court Settlement**

### **In matters**

Axel Saringen

– **Plaintiff 1)** –

Counsel of record:

Attorneys Hesselmann Lewinski,  
Siegfried Lewinski, attorney at law,

**and**

Horizont Holding AG, represented by the management board member, Mr. Reiner Ehlerding

– **Plaintiff 2)** –

Counsel of record: Olaf Hasselbruch, attorney at law

**and**

Claus Deininger

– **Plaintiff 3)** –

Counsel of record: Gerd Chwoyka, attorney at law

**and**

Jens-Uwe Penquitt

– **Plaintiff 4)** –

Counsel of record: Hans Andree, attorney at law

**and**

EO Investors GmbH, represented by the managing director, Mr. Frank Scheunert

– **Plaintiff 5)** –

Counsel of record: Annette Lewinski-Klüsener, attorney at law,

**and**

Klaus E. H. Zapf

– **Plaintiff 6)** –

Counsel of record: Attorneys Dr. Staubach,  
Ole-Hagen Zachriat, attorney at law,

**and**

Leasing und Handelsservice Heinrich GmbH, represented by the managing director, Mr. Claus Heinrich

– **Plaintiff 7)** –

Counsel of record: Ulf Pieconka, attorney at law,

**and**

Jörg-Christian Rehling

– **Plaintiff 8)** –

Counsel of record: André Krajewski, attorney at law

**and**

MILACO GmbH, represented by the managing director, Mr. Axel Saringen

– **Plaintiff 9)** –

Counsel of record: Attorneys Meilicke, Hoffmann & Partner,  
Dr. Thomas Heidel, attorney at law,

**and**

sophen Consulting GmbH, represented by the managing director, Dr. Fouzia Saadi

– **Plaintiff 10)** –

Counsel of record: Rohde & Späth Attorneys Partnership Company,  
Walter Späth, attorney at law,

**and**

Dr. jur. Ulrich Lüdemann

– **Plaintiff 11)** –

Counsel of record: Attorneys Fleuster & Vial,  
Christoph Vial, attorney at law,

**and**

Proteomik AG, represented by the management board member, Mr. Reiner Ehlerding

– **Plaintiff 12)** –

Counsel of record: Mehmet Thomas Diler, attorney at law,

**and**

Peter Eck

– **Plaintiff 13)** –

Counsel of record: Attorneys Verhoeven & Partner,  
Klaus Verhoeven, attorney at law,

– Plaintiff 1) through 13) hereinafter jointly the "**Plaintiffs**" –

**against**

Allianz Aktiengesellschaft, Königinstraße 28 in 80802 Munich, registered in the commercial register at the Local Court Munich under HRB 7158,

represented by the management board and supervisory board

– **Defendant** –

Counsel of record: Attorneys in the law firm Shearman & Sterling LLP, attorneys  
Georg F. Thoma, Dr. Hans Diekmann,  
Dr. Andreas Merkner, and others,  
Breite Straße 69, 40213 Düsseldorf

the parties, upon proposal of the court in order to resolve the principal matter, enter into the following

**SETTLEMENT**

## Preamble

During the extraordinary shareholders' meeting of the Defendant on February 8, 2006, a resolution was adopted under item 1 of the agenda, consenting to the merger plan of December 16, 2005, between Ras Holding S.p.A., Milan, Italy, (until February 21, 2006, still using the company name RIUNIONE ADRIATICA DI SICURTÁ S.p.A.) ("**RAS**") as transferring legal entity and the Defendant as acquiring legal entity (the "**Merger**") with the simultaneous transformation of the Defendant into a European company (*Societas Europaea – SE*). Under item 2 of the agenda, a resolution was passed to increase the Defendant's share capital by up to EUR 64,315,543.04 in order to implement the Merger.

Furthermore, the adoption of resolutions regarding various capital measures were on the agenda for the Defendant's extraordinary shareholders' meeting (creation of two authorized capitals under items 3 and 4 of the agenda as well as the creation of a conditional capital under item 5 of the agenda) as well as for the acquisition of own shares (items 6 and 7 of the agenda), which were to become effective independent from the Merger and the transformation of the Defendant into an SE.

Against the resolutions passed during the extraordinary shareholders' meeting of the Defendant on February 8, 2006, various contestation suits and nullity suits were filed before the District Court Munich I (the "**Complaints**"). While all Complaints are aimed against the resolution regarding the consent to the Merger (item 1 of the agenda), only the Plaintiff 2), 6), 8), 9), 12), and 13) have contested the resolution regarding the capital increase for the consummation of the Merger (item 2 of the agenda) at the same time. The Plaintiff 6) has contested all resolutions passed during the extraordinary shareholders' meeting of the Defendant. All Complaints were joined with the proceedings Saringen (case no. 5HK O 4283/06).

The Plaintiffs particularly believe that the shareholders were informed insufficiently about the Merger and that insofar, the questions asked during the shareholders' meeting had been answered incorrectly. The disadvantages of the transformation of the Defendant from a stock corporation into an SE had not been addressed. During the shareholders' meeting, the question right had been curtailed impermissibly by the chairmanship of the meeting. Furthermore, the Defendant had been valued too low, while – in relation thereto – RAS had been valued too high. Finally, the transformation of the Defendant into an SE was impossible considering Section 120 of the German Law on Supervision of Insurance Undertakings (*Versicherungsaufsichtsgesetz, VAG*).

The Defendant rejects the asserted criticism as unfounded. The prepared audit reports met the requirements of Section 12 paragraph 2 of the German Transformation Act (*Umwandlungsgesetz, UmwG*). The bilingual merger documentation was comprehensive. There were no

valuation errors. The questions asked by the Plaintiffs during the shareholders' meeting had been answered sufficiently, therefore, the information right had not been violated. The chairman of the meeting had acted correctly, the chairmanship had from the beginning been aimed at a proper conduct of the shareholders' meeting. Finally, the compatibility of the transformation of the Defendant into an SE with Section 120 VAG had also been confirmed by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) in writing.

The Defendant made a release procedure pending pursuant to Section 16 paragraph 3 UmwG (in connection with Article 18 SE-VO) as well as Section 246a of the German Stock Corporation Act (*Aktiengesetz, AktG*) before the District Court Munich I under case no. 5HK O 6885/06, in order to have it determined that the filing of the Complaints does not prevent the registration of the resolutions on items 1 through 5 of the agenda of the extraordinary shareholders' meeting of February 8, 2006, in the commercial register of the Defendant. The Defendant believes that the Complaints filed are obviously unfounded and that it furthermore has a priority interest that the resolutions become effective as soon as possible by registration in the commercial register.

On the side of the Plaintiffs, the shareholders Schüpfer, Pomoschnik Rabotajet GmbH and Zetsche have joined the contestation suits (joined case no. 5HK O 4283/06) as third-party intervenors (the "**Third-Party Intervenors**"); the two last named Third-Party Intervenors have declared their joining during the course of the release procedure (case no. 5HK O 6885/06).

Now therefore, the Plaintiffs, the Third-Party Intervenors, to the extent that they accede to this Settlement in their pleadings pursuant to Clause IV, and the Defendant (together the "**Parties**") agree upon suggestion and recommendation of the court – without giving up their respective contrary legal assessments – the following:

### **I. Information of the Shareholders**

1. The Defendant undertakes, in order to inform the shareholders, to publish within reasonable limits an explanation of the differences between the legal forms of a German stock corporation and a European company (SE) with registered seat in Germany within two weeks after effectiveness of the merger on the Defendant's Internet site (<http://www.allianz.com>) for a period of at least one month. The explanation will adhere to the structure of the German Stock Corporation Act and will address, *inter alia*, the following issues for the SE with registered seat in Germany and the German stock corporation: legal relationships of the company and of the shareholders, management board, supervisory board, shareholders' meeting and rights of the shareholders, ac-

counting, changes of the articles of association, measures to obtain capital and capital reductions, nullity of resolutions of the shareholders' meeting, as well as affiliated companies.

2. The Defendant assumes the above information obligation by way of a true contract for the benefit of third parties within the meaning of Section 328 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) towards all shareholders of Allianz Aktiengesellschaft.

## **II. Termination of the Pending Proceedings**

1. All Plaintiffs withdraw the Complaints pending at the District Court Munich I joined under case number 5HK O 4283/06 against the resolutions of the extraordinary shareholders' meeting of the Defendant of February 8, 2006, and hereby declare to the court that they withdraw the Complaints. The Defendant hereby declares to the court that it consents to the withdrawals of all Complaints.
2. The Defendant withdraws its application in the release procedure (case no. 5HK O 6885/06) and hereby declares the withdrawal of the application to the court. For reasons of precaution, the Plaintiffs hereby declare their consent to the withdrawal of the application to the court.
3. The Plaintiffs and the Third-Party Intervenors, if they accede to this Settlement pursuant to Clause IV, hereby irrevocably waive all objections against the legality of the resolutions passed during the shareholders' meeting of the Defendant on February 8, 2006. The Plaintiffs and the Third-Party Intervenors, if they accede to this Settlement pursuant to Clause IV, consent to the registration of the resolutions of the shareholders' meeting passed regarding items 1 through 5 of the agenda in the commercial register at the Local Court Munich. The Plaintiffs and die Third-Party Intervenors, if they accede to this Settlement pursuant to Clause IV, commit themselves, upon demand of the Defendant, to issue all other declarations, which may be necessary or useful for the registration of the resolutions of the shareholders' meeting passed regarding items 1 through 5 of the agenda in the commercial register at the Local Court Munich, to the extent that these are related to the Complaints filed by the Plaintiffs.
4. The Plaintiffs and the Third-Party Intervenors, if they accede to this Settlement pursuant to Clause IV, commit themselves, (i) not to prevent or delay the registration of the resolutions of the shareholders' meeting passed regarding items 1 through 5 of the agenda in the commercial register by legal remedies, appeals, or in any other way, (ii) not to contest the completed registration either in or out of court in any form, and (iii)

not to take or initiate any other measures in connection with the aforementioned resolutions of the shareholders' meeting (including by submitting applications for special audits, but subject to the exercise of the statutory information right of the shareholders). They will see to it that any legal entities or natural persons affiliated with them or related to them will not take any such legal or factual steps either.

### **III. Costs**

1. The Parties state the amount at dispute for the contestation procedure (case no. 5HK O 4283/06) and the release procedure (case no. 5HK O 6885/06) in each case with EUR 500,000.00 and the settlement value with EUR 8,000,000.00.
2. The Defendant shall bear the court fees of the contestation and release procedure.
3. Subject to the provision in Clause III.4 below, the Plaintiffs and the Defendant shall bear their out-of-court costs themselves.
4. The Defendant will reimburse each Plaintiffs as compensation for the necessary out-of-court costs incurred by it in connection with conducting the contestation and release procedure as well as the conclusion of this Settlement an amount of EUR 72,165.80 (plus separately reported value-added tax in the statutory amount for the case that the corresponding plaintiff is not entitled to deduct the input tax (*Vorsteuerabzug*)) (the "**Reimbursement Amount**"). The calculation of the Reimbursement Amount is based on:
  - 1.3 proceedings fee pursuant to Sections 2, 13 of the German Attorney Remuneration Act (*Rechtsanwaltsvergütungsgesetz, RVG*) in connection with no. 3100 VV RVG based on a value of EUR 500,000.00;
  - 0.8 proceedings fee pursuant to Sections 2, 13 RVG in connection with no. 3101 no. 2 VV RVG based on a value of EUR 8,000,000.00 (no reconciliation pursuant to Section 15 paragraph 3 RVG);
  - 1.2 hearing fee pursuant to Sections 2, 13 RVG in connection with no. 3104 VV RVG based on a value of EUR 500,000.00;
  - 1.0 settlement fee pursuant to Sections 2, 13 RVG in connection with no. 1003 VV RVG based on a value of EUR 500,000.00;
  - 1.5 settlement fee pursuant to Sections 2, 13 RVG in connection with no. 1000 VV RVG based on a value of EUR 8,000,000.00 (reconciliation pursuant to Section 15 paragraph 3 RVG: 1.5 fee based on a value of EUR 8,500,000.00);
  - 0.75 proceedings fee pursuant to Sections 2, 13 RVG in connection with no. 3325 VV RVG based on a value of EUR 500,000.00;
  - 0.5 hearing fee pursuant to Sections 2, 13 RVG in connection with no. 3332 VV RVG based on a value of EUR 500,000.00;
  - Lump-sum amount for post and telecommunications fees pursuant to no. 7002 VV RVG for the contestation and release procedure.

A sample calculation is included with this Settlement as an Annex. The Plaintiffs are not entitled to any further claims for reimbursements of expenses and costs; in particular, the costs of a correspondence attorney are not reimbursed.

5. The Reimbursement Amount is due and payable within ten banking days in Frankfurt am Main after registration of the Merger in the commercial register at the Local Court Munich, however, no later than after October 15, 2006, and corresponding payment request or invoice by the respective Plaintiff or its counsel. The Defendant's counsel is authorized to accept service regarding such payment requests.
6. All Parties undertake not to file cost applications and hereby waive the right to have cost determination proceedings conducted.

#### **IV.**

#### **Accession of Third-Party Intervenors**

1. The Third-Party Intervenors can accede to this Settlement until August 31, 2006, if they have not filed an application regarding the costs, by written declaration to the court with reference to this provision.
2. In this case, the Defendant will bear the out-of-court costs of the acceded Third-Party Intervenor up to a lump-sum amount of EUR 11,300.00 plus any separately reported value-added tax in the statutory amount for the case that the Third-Party Intervenor concerned is not entitled to deduct input tax (*Vorsteuerabzug*). The Third-Party Intervenors are not entitled to further claims for reimbursement of costs and expenses. Clause III.5 applies to the due date and assertion of the claim of the Third-Party Intervenors accordingly.

#### **V.**

#### **Miscellaneous**

1. The Defendant will announce the termination of the contestation procedure and the full wording of this Settlement, however, without the addresses of the Plaintiffs and their counsel, without undue delay in the electronic German Federal Gazette (*Bundesanzeiger*) and on the Defendant's Internet site (<http://www.allianz.com>) pursuant to Sections 248a sentence 2, 149 paragraph 2 AktG. The Defendant will publish any accessions of Third-Party Intervenors in the same manner.
2. The Parties affirm that the Defendant has not granted, promised, or held out the prospect of any special benefits in connection with this Settlement to the shareholders of the Defendant and that beyond this court settlement, which has been published with its full wording, no additional agreements or understandings exist between the Parties.

3. To the extent that a provision of this Settlement should be ineffective or unenforceable, the effectiveness of the remaining provisions of this Settlement remains unaffected. Instead of the unenforceable or ineffective provision, a provision is deemed agreed effectively, which resembles the economic intent of the Parties most closely.
4. To the extent permitted by law, Munich is agreed as exclusive place of venue for all disputes arising from or in connection with this Settlement.

## Annex: Sample Calculation of the Reimbursement Claim

### I. Contestation Procedure

1.30	Proceedings fee for EUR 500,000.00 (no. 3100 VV RVG)	EUR 3,895.00	
0.80	Proceedings fee for EUR 8,000,000.00 (no. 3101 no. 2 VV RVG)	EUR 20,396.80	
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		EUR 24,291.80	
	Upper limit pursuant to Section 15 paragraph 3 RVG examined, but not applicable		EUR 24,291.80
1.20	Hearing fee for EUR 500,000.00 (no. 3104 VV RVG)	EUR 3,595.00	EUR 3,595.00
1.00	Settlement fee for EUR 500,000.00 (no. 1003 VV RVG)	EUR 2,996.00	
1.50	Settlement fee for EUR 8,000,000.00 (no. 1000 VV RVG)	EUR 38,244.00	
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		EUR 41,240.00	
	Upper limit pursuant to Section 15 paragraph 3 RVG: 1.5 fee for EUR 8,500,000.00		EUR 40,494.00
	Lump-sum expense reimbursement (no. 7002 VV RVG)		EUR 20.00
	Total (net)		<hr/> EUR 68,400.80

### II. Release Procedure

0.75	Proceedings fee for EUR 500,000.00 (no. 3325 VV RVG)	EUR 2,247.00	
0.50	Hearing fee for EUR 500,000.00 (no. 3332 VV RVG)	EUR 1,498.00	
	Lump-sum expense reimbursement (no. 7002 VV RVG)	EUR 20.00	
	Total (net)	<hr/> EUR 3,765.00	

### III. Both Proceedings

	Contestation procedure total (net)	EUR 68,400.80
	Release procedure total (net)	EUR 3,765.00
	Total (net)	<hr/> EUR 72,165.80
	Plus value-added tax (16%)	