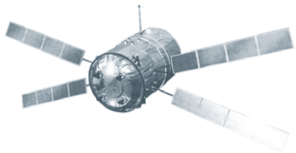
Documentation for the

Extraordinary General Meeting

Supplement to the Report of the Board of Directors issued on 7 February 2013

*This Addendum supplements the Report of the Board of Directors (the "**Board Report**") of European Aeronautic Defence and Space Company EADS N.V. ("**EADS**", or the "**Company**") issued on 7 February 2013 published in connection with the Extraordinary General Meeting to be held on 27 March 2013 (the "**EGM**"). This Addendum should be read in conjunction with the Board Report and the other materials published in connection with the EGM. All the materials referred to above, and this document, have been made available for inspection by EADS' shareholders and holders of depository receipts at EADS' offices and on EADS' website.*

Capitalised terms used but not otherwise defined in this Addendum have the meanings ascribed thereto in the Board Report and in the Amended Articles of Association.

EADS

I. Description of Exemptions to Ownership Restrictions in Amended Articles of Association

As stated in Section III.A. of the Board Report, the Amended Articles of Association will contain ownership restrictions prohibiting any shareholder from holding an Interest of more than 15% of the share capital or voting rights of EADS, acting alone or in concert with others. Below is a further description of the ownership restrictions and the exemptions from the ownership restrictions. For a complete understanding of the proposed changes, shareholders are encouraged to read the full text of the Amended Articles of Association, in conjunction with the explanatory table, containing and explaining all of the amendments included in the Amended Articles of Association (the **"Explanatory Table"**). All the materials referred to above, and this document, have been made available for inspection by EADS' shareholders and holders of depository receipts at EADS' offices and on EADS' website.

The examples below are included for illustrative purposes only.

A. Introduction

Subject to certain exceptions that are described below in this document, Article 15 of the Amended Articles of Association prohibits any shareholder from holding an Interest (see below) of more than 15% of the share capital or voting rights of EADS, acting alone or in concert with others (the **"Mandatory Disposal Threshold"**). This restriction is intended to reflect the further normalized governance of the Company going forward aiming at a substantial increase of the free float and to safeguard the interests of the Company and its stakeholders (including all its shareholders), by limiting the possibilities of influence above the level of the Mandatory Disposal Threshold or takeovers other than a public takeover offer resulting in a minimum acceptance of 80% of the share capital.

Any shareholder having an Interest of more than the Mandatory Disposal Threshold will have to reduce its Interest below the Mandatory Disposal Threshold, for instance by disposing of its Excess Shares, within a certain period. The same applies to Concerts of shareholders and other persons who together hold an Interest exceeding the Mandatory Disposal Threshold. Should such shareholder or Concert not comply with not exceeding the 15% Mandatory Disposal Threshold by the end of such period, their Excess Shares would be transferred to a Dutch law foundation (*Stichting*), which can eventually dispose of them. The Dutch law foundation would issue depositary receipts to the relevant shareholder in return for the Excess Shares transferred to the foundation, which would entitle the relevant shareholder(s) to the economic rights, but not the voting rights, attached to such EADS Shares. Reference is made to the notes to Article 15 in the Explanatory Table.

Examples

A non-exempted shareholder holds an Interest of 20%. As explained in the notes to Article 15 in the Explanatory Table, such shareholder has the obligation to reduce his Interest to 15%, which he can do by disposing of shares held by him or by disposing of other instruments that are deemed to be shares or voting rights at his disposal. If he has not done so timely, the shares actually held by him up to the excess above 15% (the Excess Shares) will be transferred to the Excess Shares Foundation. If his Interest of 20% includes shares actually held by him representing 8%, shares representing 5% will be considered to be Excess Shares to be transferred to the Excess Shares Foundation. However, if his Interest of 20% includes shares actually held by him representing 4%, only the shares representing that percentage will be considered to be Excess Shares to be transferred to the Excess Shares Foundation.

The definition of Interest includes not only shares and voting rights, as defined in the Dutch Financial Supervision Act, directly held by a shareholder, but also other instruments that are deemed to be shares or voting rights pursuant to the Dutch Financial Supervision Act and must be notified to the Dutch regulator, the AFM, if certain thresholds are reached or crossed.

Examples

> Other instruments than shares and voting rights directly held by a shareholder are (inter alia): transferable rights to acquire shares (such as convertibles, warrants or claims), call options on shares, shares and voting rights via a controlled undertaking, economic ownership of shares (including the voting rights attached to such shares), voting rights held or otherwise at the disposal of a concert party, shares lent to a third party, voting rights held by a proxy, cash settled instruments.

The definition of Interest does not, however, include shares and voting rights held by Persons in certain capacities and subject to certain conditions as provided for in Article 5:46 WFT, such as clearing institutions, settlement institutions or central banks, custodians, banks in respect of their trading portfolio, etc. Subject to certain conditions, Persons acting in any of these capacities are exempt from the notification obligations under the WFT in respect of substantial interests in the Company, and any shares held by a Person in any of these capacities are, therefore, carved out of the definition of Interest with respect to such Person.

B. Exemptions pursuant to Article 16.1 Amended Articles of Association

Article 16 of the Amended Articles of Association provides for certain exemptions from the mandatory disposal requirements of Article 15, exempting primarily Persons and Concerts holding Interests on the date the Amended Articles of Association will enter into force (the "**Exemption Date**") from this restriction (grandfathering). Different grandfathering regimes will apply to Persons and Concerts holding different Interests on the Exemption Date, depending on the nature of their Interests, as held on the Exemption Date.

General exemption – Article 16.1.a

A general exemption will apply to Persons and Concerts holding an Interest exceeding the Mandatory Disposal Threshold on the Exemption Date. This general exemption will apply to the Interests comprising shares and voting rights or other instruments together representing more than 15% of the issued share capital of the Company. E.g., this could apply to a shareholder holding a significant interest in the Company through derivatives. To take advantage of this exemption, a Person or Concert does not need to actually have the voting rights and both legal and economic ownership of such percentage of the issued share capital of the Company. This general exemption will include caps on the Interest, the actual shareholding and the actual voting rights which the grandfathered Person or Concert may hold at any time equal to, respectively, the Interest, the actual shareholding and the actual voting rights held by such Person or Concert at the Exemption Date to the extent any of these exceed 15% and will be further restricted in the manner set forth in Article 16.1 paragraph a. under (i) through (iv).

Examples

> A Person holds an Interest of 20% on the Exemption Date, comprising 14% actual shares and voting rights and has no obligations on the Exemption Date to acquire further shares or voting rights. He may not increase his Interest above 20% and may not increase his shareholding and voting rights above 15%.
>
> If his shareholding represents 16% on the Exemption Date and his voting rights 14%, he may not increase his shareholding above 16% or his voting rights above 15%.
>
> If a shareholder exempted under this article with an Interest, a shareholding or voting rights above 15% reduces any of these, the cap/maximum threshold for such Interest, shareholding or voting rights for which he is exempted will be reduced accordingly until his Interest reaches 15%, after which he will be treated like any other shareholder who is not exempted.

Specific exemption for certain Persons – Article 16.1.b

A more flexible exemption will apply to Persons who hold a Real Interest as defined in the Amended Articles of Association, *i.e.* the legal and economic ownership of more than 15% in shares and voting rights of the Company. Such Persons will be grandfathered without further restrictions, provided that if a Person belongs to a group of Affiliates he will lose his exemption upon leaving this group (see below the explanatory note to Article 16.3). This exemption is expected to apply to Sogepa, as it is expected that it (together with its Affiliates) will be holding more than 15% of the voting rights and shares including the legal and economic ownership thereof on the Exemption Date.

Examples

A Person holds a Real Interest of 20% on the Exemption Date. Such Person is free to move his Interest up and down as he wishes without losing his exemption. However, if such Person belongs to a group of Affiliates and is not the Ultimate Controlling Entity of such group, he will lose his exemption if he is no longer an Affiliate of such Ultimate Controlling Entity.

Specific exemption for certain Concerts – Article 16.1.c

Another flexible exemption will apply to Concerts holding a Real Interest of more than 15%. This exemption also extends to Persons who are members of such Concert, but only for as long as they remain members of such Concert. Concert members who exit such Concert after the Exemption Date may continue to benefit individually from the grandfathering described below with respect to Article 16.1.d, provided they meet the conditions thereof. The exemption will – in respect of the Concert – not be affected by exits from the Concert (other than termination of the entire Concert) or by grandfathered newcomers acceding to the Concert. This exemption is expected to apply to the Concert between Sogepa, GZBV and SEPI as it is expected that they (together with their respective Affiliates) together will be holding more than 15% of the voting rights and shares including the legal and economic ownership thereof on the Exemption Date.

Examples

There is a Concert between three parties A, B and C holding Real Interests of 16%, 8% and 2%, respectively, on the Exemption Date. The Concert and each of the members thereof can move their Interests up and down as they wish as long as they are members of such Concert.

Upon termination of such Concert, **A** will remain individually exempted under Article 16.1.b.

If **B** has increased his Real Interest above 15% at the time the Concert is terminated, he will be exempted under Article 16.1.d (because he already held a Real Interest of more than 2.5% on the Exemption Date). In such case B will remain exempted under Article 16.1.d up to the percentage of the Real Interest held by him at the time of the termination of the Concert.

Upon termination of the Concert, **C** will lose his exemption irrespective of the Real Interest he then holds, because he did not hold a Real Interests of at least 2.5% on the Exemption Date and therefore does not qualify for the exemption under Article 16.1.d.

Specific exemption for Persons following exit from an exempt Concert – Article 16.1.d

A less flexible, but still relatively lenient exemption will apply to a Person exiting a Concert exempted under Article 16.1.c if the Real Interest of such exiting Person at the time of exit exceeds 15% of the Company's issued share capital and provided that such Person holds a Real Interest of more than 2.5% on the Exemption Date. This exemption will be capped at the Real Interest of the relevant Person and its Affiliates held at the time of the Person's exit from the Concert, to the extent this exceeds the Mandatory Disposal Threshold.

Examples

Reference is made to the example under the explanatory notes to Article 16.1.c above.

Specific exemption for newcomers to an exempt Concert – Article 16.1.e

The exemptions available for members of a Concert grandfathered under Article 16.1.c will also be available for certain Persons acceding to such Concert after the Exemption Date. Apart from a Person becoming an Affiliate of an existing exempted Person or Concert member as a result of an internal reorganisation or restructuring (see the explanatory notes to Article 16.1 paragraph f. below), third parties who are not Affiliates of already grandfathered Concerts are allowed to accede to such an existing Concert, if they hold both legal title to the shares in their Interest and the economic entitlement thereto and either (a) the Board approves or (b) the newcomer is a Financial Institution that (i) does not hold a material interest in a competitor of the Company nor is controlled by such a Competitor and (ii) does not have voting rights in the Company's general meeting, and cannot direct the voting by the other Concert members. The Individual Interest of the new Concert member may not exceed the Mandatory Disposal Threshold, and he will lose his exemption upon exiting the Concert.

Examples

There is an existing Concert between members A and B, which has a Real Interest of 20% on the Exemption Date and is therefore exempt under Article 16.1.c. After the Exemption Date **C**, who is not an Affiliate of members A or B but a Financial Institution, accedes to the Concert by acquiring 8% from A and B to which C will be both legally and economically entitled. C will then be exempted under Article 16.1.e, provided the acquisition is structured in such a manner that C cannot exercise any voting rights on shares in the Company and cannot direct the voting by A and/or B. C will not be allowed to acquire an Individual Interest of more than 15%, so upon acceding with 8% he may acquire an additional 7% from inside or outside the Concert (provided he may not be entitled to exercise voting rights and retain his exemption). Upon his exit from the Concert or upon termination thereof, C will no longer be exempted.

Specific exemption for a new Affiliate of an exempt Concert – Article 16.1.f

The exemptions available for members of a grandfathered Concert will also be available for certain Persons acceding to such Concert after the Exemption Date. Apart from third parties who are not Affiliates of already grandfathered Concerts acceding to such an existing Concert (see the explanatory notes to Article 16.1.e above), this may occur by such Person becoming an Affiliate of a Person who was an existing Concert member on the Exemption Date, e.g. in case of an internal reorganisation or restructuring. The general idea is that the Amended Articles of Association should not restrict such (internal) restructuring, other than in the case of a change of control concerning the grandfathered Concert member. The exemption of Article 16.1.d will apply *mutatis mutandis* to an Affiliate exempted under this article when it exits the Concert, regardless of the percentage of its Real Interest on the Exemption Date.

Examples

As from the Exemption Date, A and B are members of a Concert holding a Real Interest of 20% on the Exemption date, which Concert is therefore exempted under Article 16.1.c. On the Exemption Date, X is the Ultimate Controlling Entity of A. After the Exemption Date, **C** becomes an Affiliate of A and X and as a result thereof becomes an exempted member of such Concert, irrespective of whether he himself directly holds any shares or voting rights.

C, like the Concert, can go up and down with his Interest as he wishes as long as the Concert exists and he is a member thereof.

If C leaves the Concert, other than as a result of losing his Affiliate status with X, and has a Real Interest of more than 15% at the time of his exit, Article 16.1.d will apply *mutatis mutandis* to him (irrespective of whether he held a Real Interest of 2.5% at the time of his accession) and he will be exempted individually up to the percentage of the Real Interest held by him at the time of his exit, as long as he retains the status of Affiliate of X. If either during his membership of the Concert or after his exit C would cease to be an Affiliate of X, C pursuant to Article 16.3 would lose his exemption under Article 16.1.f and, if after his exit, indirectly through Article 16.1.f, his exemption under Article 16.1.d.

Specific exemption for a Person making a public offer – Article 16.1.g

The restrictions pursuant to the Mandatory Disposal Threshold will not apply to a person who has made a public offer with at least an 80% acceptance (including any shares in the capital of the Company already held by such Person).

Specific exemption for the Company and its Controlled Undertakings – Article 16.1.h

For technical reasons, the restrictions pursuant to the Mandatory Disposal Threshold will not apply to the Company and its Controlled Undertakings.

Specific exemption for the Excess Shares Foundation – Article 16.1.i

For technical reasons, the restrictions pursuant to the Mandatory Disposal Threshold will not apply to the Excess Shares Foundation.

C. Other provisions relevant for the exemptions from the ownership restrictions

Shares and voting rights held by Affiliates – Article 16.2

For the purpose of the exemptions referred to in Articles 16.1 b. through g. and 16.3, the shares/voting rights and the legal title/ economic entitlement held by a Person's Affiliates are taken into account as if they were held by the Person himself.

Continuing grandfathering – Article 16.3

These technical provisions are intended to ensure that Affiliates and Persons remain grandfathered as long as they are under control of their relevant Ultimate Controlling Entity at the time of the Exemption Date in case of exemptions under Articles 16.1 b. through d. and at the time of the accession to the relevant Concert in case of exemptions under Articles 16.1 e. and f.

Accession to an exempt Concert – Article 16.4

If a Person accedes to an exempt Concert while not qualifying for an exemption under paragraphs e. or f. of Article 16.1 all shares of that Person and its Affiliates will be treated as Excess Shares.

Termination and suspension exemptions – Article 16.5

A Person, Concert or a member of a Concert exempted from the provisions of the Mandatory Disposal Threshold shall be allowed to waive its right to be exempted in accordance with the relevant provisions of Article 16.1. This provision anchors the mechanics of the post-concert Grandfathering Agreement to be entered into among the French State, Sogepa, the German

State, KfW and GZBV in connection with the grandfathering rights following from Article 16 of the Amended Articles of Association.

Notification – Article 16.6

If a Person or Concert considers itself to be exempt under Article 16.1 paragraphs a. through f., it must notify the Company thereof, specifying the applicable exemptions, stating the reasons for the relevant exemption being applicable, and giving an overview of its (and its Affiliates') Interest.

Request for additional information – Article 16.7

Upon request, a Person or Concert must provide further information and documentation relating to a notification referred to in Article 16.6.

Breach of obligations – Article 16.8

Non-compliance with Articles 16.6 or 16.7 will lead to the non-compliant Person or Concert being assumed not to be exempt from Article 15 until proven otherwise.

II. Summary of Grandfathering Agreement

As described in Section IV.A. of the Board Report, at the Consummation, the French State, Sogepa, the German State, KfW and GZBV will enter into an agreement with respect to certain grandfathering rights under the Amended Articles of Association. Below is a further description of such agreement.

Parties

- The French Republic (the **"French State"**);
- Sogepa;
- The Federal Republic of Germany (the **"German State"**);
- KfW;
- GZBV (all parties together the **"Parties"** and each, individually, as a **"Party"**).

In the presence of:

- EADS.

Individual Grandfathering Rights

- A Party that is individually grandfathered pursuant to Article 16.1.b of the Amended Articles of Association (such Party holding **"Individual Grandfathering Rights"**) shall remain individually grandfathered in accordance with the Amended Articles of Association if the new concert with respect to EADS (the **"New Concert"**) is subsequently terminated (for instance by terminating the shareholders' agreement entered into between Sogepa, GZBV and SEPI (the **"Shareholders Agreement"**)) or if it exits the New Concert.

Loss if Individual Grandfathering Rights

- A Party holding Individual Grandfathering Rights as well as any of its Affiliates who are grandfathered pursuant to Article 16.1.b in conjunction with Article 16.3 of the Amended Articles of Association (such Affiliates holding "**Derived Grandfathering Rights**", and the Individual Grandfathering Rights and the Derived Grandfathering Rights, together, the "**Grandfathering Rights**") shall all no longer be entitled to exercise their Grandfathering Rights in the event:

  - the New Concert is terminated as a result of it or any of its Affiliates having actually or constructively terminated such Concert; or
  - it or its relevant Affiliate(s) exit(s) the New Concert,

  and such termination or exit is not for good cause and is not based on material and ongoing violations of the New Concert arrangements, including, without limitation, of the Shareholders' Agreement, by the other principal member of the New Concert.

- In the event that in the future the voting rights in EADS of the other principal member of the New Concert together with those of its Affiliates would for an uninterrupted period of three months represent less than 3% of the outstanding aggregate voting rights at the time of EADS, the Grandfathering Rights of the Party including its Affiliates which were no longer entitled to use their Grandfathering Rights shall from then on revive and Sogepa and GZBV shall jointly notify the Company to that effect.

Notification to the Company

- EADS will not be required to take any of the actions provided for in Article 15 of the Amended Articles of Association pursuant to the post-concert Grandfathering Agreement unless and until it receives (i) a joint written instruction from Sogepa and GZBV with respect to the taking of any of the actions provided for in Article 15 of the Amended Articles of Association pursuant to the post-concert Grandfathering Agreement, or (ii) a copy of a binding advice rendered by three independent, impartial and neutral Expert Adjudicators in order to settle any dispute between the Parties arising out of or in connection with the post-concert Grandfathering Agreement.

- EADS will not incur any liability to any of the Parties by taking such actions following receipt of any such joint instruction or binding advice, and EADS will not be required to interpret the post-concert Grandfathering Agreement or any such joint instruction or binding advice.
- Notwithstanding the description under "Various provisions – Jurisdiction" below, the courts of the Netherlands will have exclusive jurisdiction to resolve any dispute, controversy or claim affecting the rights or obligations of EADS under the post-concert Grandfathering Agreement.

Various provisions

- **Termination:** the post-concert Grandfathering Agreement terminates only if either the French State and its Affiliates or the German State and its Affiliates no longer hold shares in EADS.
- **Governing law:** laws of The Netherlands.
- **Jurisdiction:** binding advice for any dispute, controversy or claim arising out of or in connection with the post-concert Grandfathering Agreement in accordance with the procedure set forth in the post-concert Grandfathering Agreement; provided, however, that to the extent application to the courts is permitted to resolve any such dispute controversy or claim, the courts of the Netherlands shall have exclusive jurisdiction.

III. Summary of New Shareholders' Agreement

As described in Section IV.B. of the Board Report, at the Consummation, Sogepa, GZBV and SEPI will enter the New Shareholders' Agreement. Below is a further description of the New Shareholders' Agreement, based solely on a written summary of the main provisions of the New Shareholders' Agreement that has been provided to EADS by Sogepa, GZBV and SEPI pursuant to the Multiparty Agreement. EADS takes no responsibility for the accuracy or completeness of the following description.

Parties

- Sogepa;
- GZBV;
- SEPI (all parties together the **"Shareholders"**).

Governance of the Company

- **Appointment of the Directors:**
  - the Shareholders shall vote in favour of any draft resolution relating to the appointment of Directors submitted to the general meeting of shareholders of the Company in accordance with the terms and conditions of the German SSA and the French SSA. If, for whatever reason, any person to be appointed as a Director pursuant to the German SSA or the French SSA is not nominated, the Shareholders shall exercise their best endeavours so that such person is appointed as a Director.
  - Sogepa and GZBV shall support the appointment of one Spanish national SEPI may present to them as member of the Board of Directors of the Company, provided such person qualifies as an independent Director pursuant to the conditions set forth in the Internal Regulations, and shall vote as Shareholders in any general shareholders meeting of the Company in favor of such appointment and against the appointment of any other person for such position.
  - If, for whatever reason, the French SSA and/or the German SSA has/have been terminated, KfW or Sogepa, as the case might be, shall propose two persons, and the Shareholders shall exercise their best endeavours so that these persons are appointed as Directors.
- **Modification of the Amended Articles of Associations:**
  - Sogepa and GZBV shall consult each other on any draft resolution intending to modify the Rules of Governance and/or the Amended Articles of Associations;
  - unless Sogepa and GZBV agree to vote in favour together on such draft resolution, the Shareholders shall vote against such draft resolution; if Sogepa and GZBV reach a mutual agreement on such draft resolution, the Shareholders shall vote in favour of such draft resolution.
- **Reserved Matters:**
  - with respect to the matters requiring the approval of a Qualified Majority at the Board level (**"Reserved Matters"**), all the Directors shall be free to express their own views;
  - if the implementation of a Reserved Matter would require a decision of the general meeting of shareholders of the Company, Sogepa and GZBV shall consult each other with a view to reaching a common position. Should Sogepa and GZBV fail to reach a common position, Sogepa and GZBV shall remain free to exercise on a discretionary basis their votes.

- **Prior consultation:** Sogepa and GZBV shall consult each other on any draft resolution submitted to the general meeting of shareholders other than related to Reserved Matters and Rules of Governance.

Balance of interests

- The Shareholders agree their common objective to seek a balance between themselves of their respective interest in the Company as follows:
  - as closely as reasonably possible to 12% of the voting rights for Sogepa, together with any voting rights attributable to Sogepa and/or to the French State, pursuant to Dutch takeover rules except for voting rights attributable due to acting in concert with the other Parties;
  - as closely as reasonably possible to 12% of the voting rights for GZBV, together with any voting rights attributable to GZBV and/or to the German State, pursuant to Dutch takeover rules except for voting rights attributable due to acting in concert with the other Parties;
  - as closely as reasonably possible to 4% of the voting rights for SEPI, together with any voting rights attributable to SEPI and/or to the Spanish State, pursuant to Dutch takeover rules except for voting rights attributable due to acting in concert with the other Parties.

MTO Threshold

- The total aggregate voting rights of the Parties shall always represent less than 30% of the voting rights of the Company, or less than any other threshold the crossing of which would trigger for any Shareholder a mandatory takeover obligation (the **"MTO Threshold"**).
- In the event that the total aggregate voting rights of the Parties exceed the MTO Threshold, the Shareholders shall take all appropriate actions as soon as reasonably practicable, but in any event within 30 days, to fall below the MTO Threshold.

Transfer of Securities

- **Permitted Transfer:** transfer of Securities by any Shareholder to one of its affiliates.
- **Pre-emptive Right:** pro rata pre-emptive rights of the Shareholders in the event any Shareholder intends to transfer any of its Securities to a third party directly or on the market.
- **Call Option Right:** call-option right for the benefit of the Parties in the event that the share capital or the voting rights of any Party cease to be majority owned directly or indirectly by the French State, the German State or the Spanish State as applicable.
- **Tag Along Right:** tag-along right for the benefit of SEPI in the event that Sogepa, the French State or any of their affiliates and any French public entity **and** GZBV, the German State or any of their affiliates and any public entity propose together to transfer all of their entire voting rights interests.

Various provisions

- **Termination:** the Shareholders' Agreement may cease to apply in respect of one or more Party(ies) and/or their affiliates, subject to the occurrence of certain changes in its or their shareholding interest in EADS or in its or their shareholders.
- **Governing law:** laws of The Netherlands.
- **Jurisdiction:** arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce, with the seat of arbitration in The Hague (The Netherlands).