



## Bilfinger SE

*(a European Company (Societas Europaea – SE)  
incorporated in Mannheim, Federal Republic of Germany)*

**€ 250,000,000 4.500 per cent. Notes due 2024**

**ISIN DE000A2YNQW7, Common Code 201126827, WKN A2YNQW**

**Issue price: 99.453 per cent.**

Bilfinger SE (the "**Issuer**") will issue on or about 14 June 2019 (the "**Issue Date**") € 250,000,000 4.500 per cent. Notes due 2024 (the "**Notes**") in the denomination of € 100,000 each. The Notes will be governed by the laws of the Federal Republic of Germany ("**Germany**").

Subject to any subsequent adjustments (as described below), the Notes will bear interest from and including the Issue Date to, but excluding 14 June 2024 (the "**Maturity Date**") at a rate of 4.500 per cent. *per annum* (the "**Initial Interest Rate**"), payable annually in arrear on 14 June of each year (each such date, an "**Interest Payment Date**"), commencing on 14 June 2020.

The rate of interest payable on the Notes will be subject to adjustment in the event of a Step-Up-Event or a Step-Down-Event:

With effect from and including the first Interest Payment Date falling on or after the date of a Step-Up-Event (as defined in the terms and conditions of the Notes (the "**Terms and Conditions**")) to but excluding the Maturity Date, the rate of interest shall be the sum of the (x) Initial Interest Rate and (y) 1.250 per cent. *per annum* (the "**Step-Up Rate**"). If the rate of interest payable on the Notes has already been increased due to a Step-Up-Event, no further increase will be made as a result of any further Step-Up-Events. With effect from and including the first Interest Payment Date falling on or after the date of a Step-Down-Event (as defined in the Terms and Conditions) to but excluding the Maturity Date, the rate of interest shall again be the Initial Interest Rate. If first a Step-Up-Event and, secondly, a Down-Event occur during the same interest period, the rate of interest payable on the Notes shall neither be increased nor decreased as result of either such events.

Unless previously redeemed or repurchased and cancelled, the Notes will be redeemed at par on the Maturity Date. Under certain circumstances described in Condition 5 of the Terms and Conditions, the Notes may be subject to early redemption.

The Notes will initially be represented by a temporary global note in bearer form (the "**Temporary Global Note**"). Interests in the Temporary Global Note will be exchangeable, in whole or in part, for interest in a permanent global note (the "**Permanent Global Note**" and, together with the Temporary Global Note, the "**Global Note**") on or after the date 40 days after the later of the commencement of the offering and the Issue Date (the "**Exchange Date**"), upon certification as to non-U.S. beneficial ownership.

This prospectus in respect of the Notes (the "**Prospectus**") constitutes a prospectus within the meaning of Article 5.3 of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended or superseded) (the "**Prospectus Directive**"). This Prospectus will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier*, Luxembourg ("**CSSF**") in its capacity as competent authority under the Luxembourg Act dated 10 July 2005 relating to prospectuses for securities (*Loi du 10 juillet 2005 relative aux prospectus pour valeurs mobilières*, the "**Luxembourg Prospectus Law**"). By approving this Prospectus, the CSSF gives no undertaking as to the economic and financial opportuneness of the transaction and the quality or solvency of the Issuer in line with the provisions of article 7 (7) of the Luxembourg Prospectus Law. The Issuer may request CSSF to provide competent authorities in other host Member States within the European Economic Area with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Luxembourg Prospectus Law.

Application has been made to the Luxembourg Stock Exchange for the Notes to be listed on the official list of the Luxembourg Stock Exchange (the "**Official List**") and to be admitted to trading on the Luxembourg Stock Exchange's regulated market "Bourse de Luxembourg", appearing on the list of regulated markets issued by the European Commission. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**").

The Notes are expected to be rated "BB" by S&P Global Ratings Europe Limited ("**S&P**"). A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn at any time.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in transactions not subject to, the registration requirements of the Securities Act. The Notes are not being offered in the United States.

Investing in the Notes involves certain risks. Please review the section entitled "**Risk Factors**" beginning on page 5 of this Prospectus.

### *Joint Lead Managers*

**Commerzbank**

**Deutsche Bank**

**HSBC**

## RESPONSIBILITY STATEMENT

The Issuer with its registered office in Germany accepts responsibility for the information contained in this Prospectus and hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

The Issuer further confirms that (i) this Prospectus contains all relevant information with respect to the Issuer (also "**Bilfinger**") and its consolidated subsidiaries taken as a whole (the "**Bilfinger Group**" or the "**Group**") and to the Notes which is material in the context of the issue and the offering of the Notes, including all relevant information which, according to the particular nature of the Issuer and of the Notes is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and the Bilfinger Group and of the rights attached to the Notes; (ii) the statements contained in this Prospectus relating to the Issuer, the Bilfinger Group and the Notes are in every material respect true and accurate and not misleading; (iii) there are no other facts in relation to the Issuer, the Bilfinger Group or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in the Prospectus misleading in any material respect; and (iv) reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements.

## IMPORTANT NOTICES

No person is authorised to give any information or to make any representation other than those contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer or Commerzbank Aktiengesellschaft, Deutsche Bank AG, London Branch or HSBC Bank plc (together, the "**Joint Lead Managers**").

This Prospectus should be read and understood in conjunction with any supplement hereto and with all documents incorporated herein or therein by reference.

This Prospectus contains certain forward-looking statements, including statements using the words "believes", "anticipates", "intends", "expects" or other similar terms. This applies in particular to statements under the caption "*Information on the Issuer and the Bilfinger Group*" and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of the Bilfinger Group. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of the Bilfinger Group, to be materially different from or worse than those expressed or implied by these forward-looking statements. The Issuer does not assume any obligation to update such forward-looking statements and to adapt them to future events or developments.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. This Prospectus does not constitute an offer of Notes or an invitation by or on behalf of the Issuer or the Joint Lead Managers to purchase any Notes. Neither this Prospectus nor any other information supplied in connection with the Notes should be considered as a recommendation by the Issuer or the Joint Lead Managers to a recipient hereof and thereof that such recipient should purchase any Notes.

This Prospectus reflects the status as at its date. The offering, sale and delivery of the Notes and the distribution of the Prospectus may not be taken as an implication that the information contained herein is accurate and complete subsequent to the date hereof or that there has been no adverse change in the financial condition of the Issuer since the date hereof.

To the extent permitted by the laws of any relevant jurisdiction, neither any Joint Lead Manager nor any of its respective affiliates nor any other person mentioned in the Prospectus, except for the Issuer, accepts responsibility for the accuracy and completeness of the information contained in this Prospectus or any other document incorporated by reference and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accept any responsibility for the accuracy and completeness of the information contained in any of these documents. The Joint Lead Managers have not independently verified any such information and accept no responsibility for the accuracy thereof.

This Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The distribution of this Prospectus and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restrictions. For a description of the restrictions see "*Subscription and Sale of the Notes – Selling Restrictions*". In particular, the Notes have not been and will not be registered under the Securities Act and are subject to United States tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States of America or to U.S. persons as defined in Regulation S under the Securities Act ("**Regulation S**").

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

The legally binding language of this Prospectus is English. Any part of the Prospectus in German language constitutes a translation, except for (i) the Terms and Conditions and (ii) the Bilfinger SE consolidated financial statements as of and for the financial years ended 31 December 2018 and 2017, including the respective independent auditor's report thereon (see "*Documents Incorporated by Reference*") in respect of which German is the legally binding language.

In this Prospectus, all references to "€", "**EUR**" or "**Euro**" are to the currency introduced at the start of the third stage of the European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the Euro, as amended.

IN CONNECTION WITH THE ISSUE OF THE NOTES, DEUTSCHE BANK AG, LONDON BRANCH (THE "**STABILISING MANAGER**") (OR ANY PERSON ACTING ON BEHALF OF ANY STABILISING MANAGER) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, STABILISATION MAY NOT NECESSARILY OCCUR. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NOTES IS MADE AND, IF BEGUN, MAY CEASE AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILISING MANAGER (OR ANY PERSON ACTING ON BEHALF OF THE STABILISING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

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## RISK FACTORS

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood or the extent of any such contingency occurring. Additional risks not currently known to the Issuer or the Bilfinger Group that are now immaterial may result in material risks in the future.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes for other reasons than those described below. Prospective investors should also read the detailed information set out elsewhere in this Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.*

*Words and expressions defined in the "Terms and Conditions of the Notes" below shall have the same meanings in this section.*

### **Risks relating to the Issuer and the Bilfinger Group**

#### **Strategic risks**

##### ***General Economic Situation***

The markets in which the Bilfinger Group operates are materially influenced by the general economic situation and its cycles and volatility. The levels of economic activity vary widely in the different regions and countries where the Bilfinger Group operates. The Bilfinger Group has been and may continue to be affected by the development of the global economy which in recent years has been subject to considerable fluctuations.

The expected development of the global economy is subject to a number of uncertainties. Should the international equities markets experience persistently falling prices, this would adversely affect the real economy. In addition, if the global financing environment tightens up more than currently expected, for instance in the form of an unforeseen increase in interest rates, this could especially hamper the development of the emerging countries and could also destabilize the global financial markets. Any signs of economic uncertainty, including a slowdown in economic growth could lead to significant long-term economic weakness.

Additional risks to the economic environment, international trade and demand for the Group's products could arise from rising protectionist tendencies, which could result in, *inter alia*, higher customs charges. Furthermore, escalation of conflicts, armed conflicts, terrorist activities, natural catastrophes or the spread of infectious diseases may lead to prompt unexpected, short-term responses from the markets and declines in demand for the Group's products and services.

On 23 June 2016, the United Kingdom held a referendum on its membership in the European Union. A majority of the voters voted to exit the European Union ("**Brexit**"). Negotiations commenced to determine the future terms of the United Kingdom's relationship with the European Union. With regard to the Brexit, the market impact is expected to depend to a large extent on the outcome of the negotiations between the United Kingdom and the European Union. Since some critical topics are still unsolved, the risk of the United Kingdom exiting the European Union without an agreement and thus without a transitional period cannot be excluded. Domestic pressure on the government of the United Kingdom is likely to culminate in creating an additional source of political uncertainty. A disorderly Brexit may negatively affect the British economy and those of its European trade partners and may severely impact the rules for the financial industry in London. Conversely, the final result may be seen as an incentive for other European countries to follow the British example, in which case there might be spill-over effects to other countries. In addition, the Brexit and the ongoing negotiations between the United Kingdom and the European Union could exacerbate financial market volatility.

Any of these factors may have negative repercussions for the global economy as a whole and since demand for infrastructure, fixed asset investments and/or refurbishment of existing assets as well as demand for technical services

generally responds to changes in the economic climate, could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

#### ***Adverse Market Developments or Loss of Key Customers***

The business of the Bilfinger Group is significantly influenced by trends and developments affecting the markets in which its customers operate. The Group focuses on the industries Chemicals & Petrochemicals, Energy & Utilities, Oil & Gas, Pharma & Biopharma and Metallurgy and Cement. Some of these industries are characterised by a cyclical nature. A material adverse market development in any of these industries could negatively impact the business of the Bilfinger Group.

These may include the following events and developments:

In light of its major activities in the oil and gas segment, the Bilfinger Group is dependent on the development in the price of oil and its effect on the spending behaviour of customers in this market segment. A volatile development in the price of oil is thus a potential risk for the Group's activities. A long-term regression in the oil price to a lower level or significant fluctuations could adversely impact the net assets and financial position of the Bilfinger Group. This would particularly affect the Bilfinger Group's businesses in the Middle East, the United States as well as the United Kingdom and Scandinavia.

A further acceleration of the energy transformation and a departure from conventional energy, particularly in Germany, could lead to additional overcapacities and to further reductions in investments in conventional power plants. An additional risk in the development of the Group's markets is the delay in planned projects in the area of nuclear energy.

The relevance of Chemicals & Petrochemicals as the most important sectors for externally sourced industrial services increased in recent years. An increase in material costs for the Group's customers in the chemical sector, a long-term increase in the price of oil for example, could also have negative effects on their spending behaviour regarding investments and maintenance.

The Pharma & Biopharma sectors are strongly influenced by the structure of the public healthcare systems and the resulting market structures. Market structures are also shaped by the relevant national regulations on drug pricing and market access. Changes to the public healthcare systems in key countries, such as the ongoing political discussion in the United States on the future of the health insurance system or major changes in the applicable regulations can lead to uncertainty in the relevant industries and could have negative effects on the implementation of planned investment or maintenance measures.

Furthermore, there could be other material trends, e.g., technology disruptions, affecting the Group's business model with customers. Should the Bilfinger Group fail to anticipate or recognise such developments or fail to develop appropriate strategies as a response to such market trends, this could result in a disadvantageous position for the Group including a loss of customer contact and thereby a loss of revenue potential or growth opportunities.

In certain businesses and markets the Group is dependent on few or even a single customer. In case any of these key customers decide to cancel substantial parts of their contracts or even their whole business relation to the Group, the Bilfinger Group may be faced with substantial underutilization or shut down costs.

All these factors could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group if they differ from expectations.

#### ***Competition Risk***

Competition in the markets in which the Bilfinger Group operates is significant, and in all markets a very low concentration is currently recorded on the provider side. Furthermore, the Bilfinger Group is smaller than a number of its customers, who try to exploit their relative market strength, particularly in the context of new tenders.

In the individual markets, the Bilfinger Group competes primarily on the basis of its product range, pricing, established client relationships, technical knowledge, the efficient handling of projects and service contracts, the availability of credit

and funding for corporate financing and the number of competitors. If the Bilfinger Group is unable to continue to provide its services to existing clients, to develop new services portfolios and to attract new clients, to respond to client trends, to increase its operating efficiency and to reduce its operating and overhead costs, it may not be able to successfully compete in the relevant markets.

Should the Bilfinger Group fail to maintain its market position in the relevant markets, this could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Country Risks***

The Bilfinger Group is active in many different countries worldwide. The international scope of its business operations means that the Bilfinger Group faces risks with respect to geopolitical instability, possible terrorist attacks, natural disasters and epidemics. There are also general political (including the imposition of export controls) and social risks in each region that can significantly influence operating activities.

These factors could have a material adverse effect on the general level of economic and business activity, which could also lead to reduced sales opportunities for the Bilfinger Group and damage its growth prospects.

For example, in May 2018, the government of the United States announced that it would reimpose a wide array of Iran-related sanctions including sanctions aimed at Iran's oil sector and transactions with its central bank. Companies and other countries that continue to deal with Iran after certain wind-down periods will face US sanctions if they fail to reduce or end their trade with the country. The Bilfinger Group has therefore decided that any new business activities of the Group in Iran are prohibited unless explicitly approved by its executive board. As of the date of this Prospectus, the Bilfinger Group is not involved in any business activities in Iran or with Iranian companies.

The Bilfinger Group is further conducting business with Russian partners, e.g., on the North Stream pipeline. Sanctions against Russia or, in general, against companies doing work with Russian organizations could negatively affect the Group.

Moreover, some countries in which the Bilfinger Group operates have different general conditions and, in some cases, considerably lower levels of economic, political, and legal stability as compared to the European Union or the United States. Also, some countries, especially in the Middle East and in Africa are enforcing an increasing involvement of local businesses and workers in their markets. But even in Europe and in the United States, social and political climates may change given global trends, such as an increase in global migration.

The aforementioned political, economic and other risks might, each one individually or in the aggregate, have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Regulatory Environment***

Numerous laws and regulations apply to the business operations of the Bilfinger Group in the various markets in which it operates. The local requirements of each country the Group is active in need to be met in their various forms, though regulatory requirements in particular are subject to constant change.

Should the Bilfinger Group not be able to fully comply with the relevant local requirements, this could have material negative effects on the Group. For example, the Group could be in an unfavourable position with regard to the awarding of contracts or could even face exclusion from tenders. As a consequence, the growth of Bilfinger Group's business activities in the affected regions could be negatively impacted.

The Bilfinger Group is subject to the laws applicable to commercial enterprises, including in particular laws relating to taxation, accounting regulations, land utilisation, building, occupational health and safety, security, quality and liability, transportation, local work and employment practices (including pensions), competition and numerous provisions of environmental law, in particular in the field of emissions, water and soil protection as well as waste management. Any infringement of such applicable laws may result in a direct liability of the Bilfinger Group which could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

In addition, the type of services which the Bilfinger Group is permitted to perform may be regulated by law. Compliance with these numerous statutory provisions requires significant effort and expense. Any amendment to, and in particular a tightening of, such provisions could adversely affect the saleability and marketability of the services offered by the Bilfinger Group or increase its compliance costs and tax burden, which could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Digitalisation***

Research and development activities make a key contribution to the competitiveness of the Bilfinger Group.

Recently, the Bilfinger Group has placed a new focus on digitalisation when it comes to innovation projects. In the Group customer industries, this development is being driven forward with a great deal of commitment under the keyword "Industry 4.0". The Bilfinger Group aims to fulfil the role as comprehensive service provider for the process industry in the role of a bridge builder between industrial companies and pure IT providers. The goal of the Group is to help actively shape the digital transformation as a partner for its clients.

There can, however, be no assurance that the Bilfinger Group will be successful in developing successful new products or services or in bringing them to market in a timely manner, that the market will accept the Group's innovations or that the Group's competitors will not be able to provide similar services or products at lower costs.

Should the Group fail to develop appropriate strategies to utilize the digitalisation market trend, growth opportunities could be lost, or the Bilfinger Group could lose existing customers.

Furthermore, if the Bilfinger Group devotes resources to the pursuit of new technologies, products or services that fail to be accepted in the marketplace or that fail to be commercially viable, all or part of these research and development expenses may be lost.

All these factors could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group

### ***Strategic Transformation***

The Bilfinger Group has initiated a comprehensive strategic transformation which applies to all levels and areas of the Group. As a result, a multitude of requirements must be reconciled.

Group-wide programs are aimed to ensure that the standards at Bilfinger Group are implemented and applied with equal measure (for example regarding the compliance program, process and system harmonization through the introduction of a uniform enterprise resource planning system (ERP) or the worldwide introduction of a uniform standard for project management). In addition to these programs, there are also strategic initiatives such as the development and further refinement of sales activities across the divisions.

The multitude of requirements as well as their interconnected dependencies lead to considerable complexity in their implementation. Errors in implementation, delays or unplanned additional costs can occur as a result of concurrent time and cost pressure. Furthermore, individual employees and managers may become overloaded due to their involvement in various projects and activities, which can lead to them leaving the company or to an insufficient focus on daily business activities.

Ultimately, the strategy of the Bilfinger Group was developed to the best available knowledge. However, not all data deployed has been scrutinized to the maximum extent and may thus not be fully correct. Also, conclusions drawn from the analysis of the Bilfinger Group's strategic position include an element of business judgment and are thus prone to errors. By consequence, the Bilfinger Group's overall strategy may, although plausible ex-ante, prove not to be effective ex-post.

All these factors could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.



### ***Insufficient Speed for achieving Medium-Term Goals***

The achievement of the Bilfinger Group's medium-term goals requires a substantial increase in productivity in both the direct and indirect functions. At the same time, Bilfinger faces an ongoing high level of pressure in the market and in its margins, with customers demanding that they pass on cost reductions to them. Steady increases in inflation also cannot be readily carried over to the customer in full. Newly accepted framework agreements in the Maintenance, Modifications & Operations business segment are less profitable due to set-up costs and the initial training necessary for a specific plant in the start phase. The situation requires the cost basis to be managed consistently and a questioning of the status quo at regular intervals.

A failure by the Bilfinger Group to achieve the required productivity increases or to successfully adopt to the challenging market environment could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Mergers and Acquisitions***

The Bilfinger Group may pursue selected acquisitions in the future. To the extent that it is successful in making acquisitions, the Group may need to expend substantial amounts of cash, incur additional debt or assume loss-making divisions.

The Group may not be able to realize the anticipated cost savings, synergies, future earnings or other benefits that it intends to achieve from acquisitions, e.g., because post-merger integration is not as effective as expected. The Group cannot guarantee that any future acquisition will yield benefits that are sufficient to justify the expenses the Group incurs. The Bilfinger Group could also take on additional risks as a result of acquisitions.

All these factors could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group

## **Operational Risks**

### ***Calculation and Execution Risks***

The Bilfinger Group is subject to material calculation and execution risks. For a significant portion of the business of the Bilfinger Group, success depends on the cost/revenue ratio being accurately calculated and controlled and contracts being executed and completed on schedule, so that costs are contained within the pricing structure of the relevant contract. A significant number of contracts are based in part on cost calculations that are subject to a number of assumptions. If estimates of the overall risks or calculations of the revenues or costs prove inaccurate or circumstances change, lower profits may be achieved from or losses may be incurred on such contracts.

Risks exist in particular in connection with the planning and execution of long-term service contracts and major projects due to the project volumes and high degree of technical complexity.

Risks from the framework agreements in the service business relate primarily to the Maintenance, Modifications & Operations business segment. In this segment, the Bilfinger Group generally concludes contracts over a longer term (typically with a contract term of 3 to 5 years), which are primarily awarded in a highly competitive environment. The earnings margins attainable in long-term contracts could deviate from the initial calculations as a result of changes from diverse influences. In maintaining industrial plants, there is the risk that material and personnel costs or legal requirements are not fully covered by the contractual revenue and thus have an impact on the results of operations, net assets and financial position of the Bilfinger Group.

Risks from the project business relate primarily, but are not limited to, to the Engineering & Technologies segment and are also increasingly relevant for the maintenance and repair units. Project orders, for example, are major inspections (so-called "turnarounds") or the new construction of industrial production facilities.

Requirements, which have not been fully anticipated, and resulting modifications, delays, financial difficulties of the Group's customers or suppliers, lack of skilled personnel, technical difficulties, cost overruns, construction site conditions

or changes to the project sites, weather influences or natural catastrophes, changes to the legal or political environment or logistical difficulties can have a significant negative impact on the results of operations, net assets and financial position of the Bilfinger Group.

The Bilfinger Group takes responsibility for the engineering, procurement and construction ("EPC") in a number of project orders. Plant construction projects carried out as part of EPC or "turnkey fixed price" contracts are often complex, require substantial purchasing volumes and a qualified project management. Such project contracts are typically concluded with the obligation to provide turnkey construction of the plant or plant components. A key risk for the Bilfinger Group lies in the fact that the calculated prices may be inadequate for the contractual performance for diverse reasons (for example construction site conditions, delays due to weather conditions, mistakes by subcontractors) and that further claims cannot be obtained from the customer. This can result in a decreased profit margin and in some cases can lead to significant losses from the contract.

All these factors could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group

#### ***Accidents, Safety Defects, Defective Performance, Quality Defects or Environmental Damage***

The Bilfinger Group is dependent on its clients' confidence in the safety, quality and environmental compatibility of its services and projects. Actual or alleged accidents at projects, safety defects, defective performance, quality defects or environmental damage resulting therefrom could have adverse financial consequences and also negatively affect the demand for services of the Bilfinger Group. Accidents occurring during the execution of major contracts can cause serious damage to persons and property and could do lasting damage to the reputation of the Bilfinger Group in the public opinion, even if the Bilfinger Group was not actually responsible for causing such damage and no fault on the part of the Bilfinger Group is proven. This could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

#### ***Key Employees***

The success of the Bilfinger Group largely depends on the performance of qualified employees, executive staff, the management of the divisions and the executive board (*Vorstand*). In order to meet the requirements of its customers, Bilfinger is reliant on technically qualified and motivated employees in many areas. There is a risk that qualified staff will leave the company and potential new employees will be reluctant to move to Bilfinger.

In addition, due to local regulations, there is an increasing requirement on the employment of local workers in certain markets, for example in the Middle East or in South Africa. These regulations have been tightened in recent years and it has been challenging for the Bilfinger Group to find local talent. This may lead to key positions in local units only being filled with significant effort and at less attractive conditions than planned. This can also result in higher fluctuation, as employees are recruited by other employers with inflated offers. This increased fluctuation risk could then lead to additional training costs in order to increase the productivity of newly hired employees to the level of those who left. Difficulties in filling open positions could also result in delayed completion of projects or could restrict the ability of the Bilfinger Group to compete for new contracts.

If the Bilfinger Group is unable to retain or recruit a sufficient number of management staff and skilled employees, maintaining its market position, as well as future growth, would be at risk. This could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

#### ***Information Technology and Data Protection***

The Bilfinger Group is dependent on an efficient and uninterrupted operation of its computer and data processing systems. In the past, a number of components of the computer and data processing systems of the Bilfinger Group have repeatedly been upgraded, expanded and partly replaced by new components. Individual components have been sourced from different suppliers, integrated at different times or based on different software versions, which may render the interaction between the components more prone to failures than would be the case with a system that was sourced from one supplier with components commissioned simultaneously.

Computer and data processing systems are generally prone to failures, damage, power outages, computer viruses, fire and similar events. A failure, disruption or interruption of the operation of these systems or the loss of important data, for example due to cyber-crime or during transition of data to an outsourced provider, cannot be fully ruled out.

Security vulnerabilities in information technology solutions and insufficient contingency planning measures may lead to incidents that affect the entire Bilfinger Group. A significant technical disruption or failures of information technology systems could severely impair the Group's business processes. Due to its decentralised organisation and its predominantly international operations, the Bilfinger Group is dependent on a smooth operation of its group reporting system. Failures or interruptions in the operation of the computer and data processing systems used by the Bilfinger Group could pose an obstacle to the effective management of the Bilfinger Group.

In addition, it is possible that a malfunction of the Group's data system security measures could enable unauthorized persons to access sensitive business data. A loss of data confidentiality, integrity or authenticity, for example due to cyber-attacks, could lead to manipulation and/or the uncontrolled outflow of data, including customer, vendor, employee, research, product, production and other data, and know-how, which could, in turn, expose the Bilfinger Group to liability and reputational harm.

All these factors could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group

### ***Procurement Risks***

The market price and availability of commodity-based products and subcontractor services which the Bilfinger Group uses for its operations, as well as other products and commodities used in this context and fuel used by the Bilfinger Group for the distribution and transport of its materials may be subject to significant fluctuations, as has been the case particularly in the recent past. Such fluctuations could adversely affect the results of operations of the Bilfinger Group. Although the Bilfinger Group generally seeks to secure the prices and availability of materials and subcontractor services, or to enter into contractual arrangements aiming to pass on corresponding price increases to its clients in full or in part, the success of such measures is not certain. Even where the Bilfinger Group succeeds in passing on such price increases, this generally involves delays or limitations. This could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### **Financial Risks**

#### ***Default or Adverse Behaviour of Contracting Parties***

The Bilfinger Group is exposed to a risk of payment default by, or lack of credit facilities for, its clients who have agreed to purchase services from the Bilfinger Group or contracting parties with whom the Issuer or any of its subsidiaries work in consortiums or similar joint ventures, and other partnerships and subcontractors of the Bilfinger Group. The Bilfinger Group could potentially be held liable by its clients for any default of these contracting parties. Other parties with which the Bilfinger Group has entered into financial or other arrangements could also be in default or have no access to credit facilities.

Difficulties or restrictions concerning the availability of credit and funds have impaired and are likely to continue to impair the ability of clients and contracting parties of the Bilfinger Group to honour their existing arrangements and fulfil their contractual obligations. The primary contractual obligation of contracting parties usually is to finalise their portion of a project. The inability or delay in finalising their part of a project due to a lack of funds could have an effect on the entire undertaking.

In addition, the Bilfinger Group holds minority stakes in various joint ventures. In case of adverse behaviour of the (majority) joint venture partner, the Bilfinger Group could be forced to review and/or write-down the expected joint venture profits or assets.

All these factors could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Financial Counterparty Risk***

The Bilfinger Group is exposed to financial institution counterparty risk and will continue to be exposed to the risk of loss if counterparty financial institutions fail or are otherwise unable to meet their obligations. Financial services institutions are inter-related as a result of trading, counterparty and other relationships. The Group has exposure to many different industries and counterparties and routinely executes transactions with counterparties in the financial industry, brokers, commercial banks and investment banks. Defaults by, or even the perceived creditworthiness or questioning of, one or more financial services institutions or the financial services industry in general, have led and may again lead to market wide liquidity problems and could also lead to losses or defaults. The exact nature of the risks faced by the Bilfinger Group is difficult to predict and guard against and the fact that many of the related risks to the business are totally, or in part, outside the control of the Group.

All these factors could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Inadequate Working Capital and Liquidity***

The Bilfinger Group lists significant working capital positions on the balance sheet, particularly in the area of customer requirements and work-in-progress, which defines services that have been provided but not yet invoiced.

Some of these work-in-progress positions have not yet been accepted by the customers and there is therefore a risk of impairment of these positions.

The characteristic involvement of suppliers and external staff leads to substantial liabilities from deliverables and performance. This results in the Bilfinger Group normally being in a net position for accounts receivable because the payment due dates for suppliers are often shorter than those of customers, mainly due to temporary staff, sourced from sub-contractors. This imbalance typically widens during the year. With a view to the Group's growth plans, there is a risk that this imbalance continues to increase in the future and that there will arise both an increased need of financing and additional costs to finance this position. Moreover, an active management of working capital can also be identified on the customer side, for example, in the even more restrictive interpretation of requirements for milestones when billing. This could also lead to a further imbalance in relation to receivables and liabilities, with corresponding additional costs for financing.

Furthermore, the Bilfinger Group's business model involves substantial liabilities due to warranty and follow-up costs as well as significant advance payments, particularly from the project business.

In addition, risks arise from the process of ensuring adequate liquidity to meet the Group's financial obligations in due time. The Group is dependent upon adequate free lines of credit at banks, capital market access as well as free cash and cash equivalents in order to meet its financial obligations.

All these factors could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Creditworthiness and Breach of Financial Covenant***

An unexpected negative business development of the Bilfinger Group may give rise to increased financing needs. At the same time, a negative business development can entail a change in creditworthiness of the Group, particularly from rating agencies and banks, which can lead to more difficult and expensive financing or a more difficult and expensive provision of securities and guarantees. Additional external financing could also result in a worsening of the dynamic gearing ratio, which is calculated as the adjusted net debt of the Group divided by its adjusted EBITDA. The existing financing arrangements of the Bilfinger Group provide for a financial covenant regarding this ratio and any breach of the covenant could lead directly or, through cross-default clauses, indirectly to the repayment call of all existing financing on a recourse basis and can thereby also lead to an unplanned loss of liquidity.

All these factors could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Credit Financing***

The financial position of the Bilfinger Group could make it more difficult to draw on its existing credit facilities or restrict the availability of existing credit facilities or their refinancing. These developments could also affect the Bilfinger Group's ability to obtain new credit.

It cannot be guaranteed that the Bilfinger Group will be able to obtain additional facilities for the refinancing of the existing loan facility at its maturity or to compensate for any loss of credit enhancements, or to meet any other borrowing needs that may arise from time to time on satisfactory terms. This could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Goodwill Impairment***

Goodwill is recognised as an intangible asset and is subject to an impairment test which must be performed at least annually or if particular circumstances or changes in circumstances occur that indicate an impairment. Within the context of carrying out the annual impairment tests in accordance with IFRS 3/IAS 36, goodwill is allocated to cash generating units where synergies are to be expected. A comparison of the fair values attributed to the units with their carrying values including goodwill has so far not resulted in need for impairments. Due to the significance, that economic factors have in the context of assessing the value of goodwill, a global downturn and/or a potential rise in interest rates worldwide could potentially necessitate an impairment of goodwill of the Bilfinger Group. Any such impairment could have an adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Potential Valuation Adjustments of Deferred Tax Assets in the Group's balance sheet***

The balance sheet item "deferred tax assets" of the Bilfinger Group is subject to regular review, which may lead to additional value adjustments.

As at 31 December 2018, the Bilfinger Group reported, after offsetting against deferred tax liabilities to the extent permitted according to IFRS, EUR 74.9 million of deferred tax assets of which EUR 37.1 million refer to tax-loss carryforwards. Whether or not it will be possible to realize these deferred tax assets will depend on the ability of the Bilfinger Group to generate sufficient taxable income in the future in order to make use of tax loss carryforwards or tax credits. A change in the estimated amounts or the future taxable income of the Bilfinger Group may result in the necessity to recognise further impairments. This could have an adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Pension Obligations***

The Bilfinger Group has certain pension obligations towards its employees. These pension obligations are covered by provisions. The pension obligations are in part offset by pension funds and insurance. The amount of provisions Bilfinger has recognized for pension obligations is based on certain actuarial assumptions customary in the market, including discount factors (based on assumed market interest rates), demographic trends, pension trends, future salary trends and expected returns on plan assets. If actual results, particularly in relation to discount factors, were to deviate from these assumptions, or if actuarial assumptions change, there could be an increase in pension obligations and a resulting increase in the provisions for pensions on the Issuer's balance sheet. The Bilfinger Group bears the risk that the value of plan assets will decrease, including with respect to pension obligations whose coverage has been outsourced to external funds, since its employees will in all cases have direct subsidiary claims against it.

According to IFRS, actuarial gains and losses are to be recognized directly in equity, taking deferred taxes into account. In particular changes in the discount rate used to measure pension obligations and fluctuations in the market value of plan assets for funded pension plans can result in fluctuations in the balance sheet. With regard to pension fund assets, the Bilfinger Group is exposed to general financial market risks of below-average portfolio performance as well as to the risk of errors in the choice of investments. Any such event could have adverse effects on the net assets, cash flows, financial condition and results of operations of the Bilfinger Group.

### ***Exchange and Interest Rates***

Through its subsidiaries and joint ventures, the Bilfinger Group operates globally, entering into contracts denominated in various different currencies. As a result, the Bilfinger Group is exposed to exchange rate fluctuations between the Euro and other currencies. Since the Bilfinger Group prepares its consolidated financial statements in Euro, a depreciation of other currencies against the Euro will mean that, despite constant sales volumes and nominally constant prices, the Bilfinger Group will, after translation into Euro, generate lower profits.

Moreover, the Bilfinger Group is exposed to a risk of interest-rate changes relating to its borrowing. Interest-rate fluctuations could affect both the amount of interest payable on existing debt and the refinancing costs. The hedging of these currency and interest-rate risks is performed centrally on the basis of a group-wide risk policy, with currency risks not being hedged while the tender process is ongoing with regard to a project, and currency translation risks generally not being hedged. Interest-rate risks relating to general corporate financing are centrally hedged, primarily through interest rate swaps or other suitable instruments.

In connection therewith, the Bilfinger Group bears the risk of default of the relevant counterparty and there can be no assurance that the hedging strategy regarding exchange rate and interest rates will always be successful and will protect the Bilfinger Group against all exchange rate and interest rate fluctuations.

These currency and interest-rate risks, or any losses resulting from related hedging transactions, could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Rating Downgrade***

At present, the Issuer is rated "BB" (Outlook Stable) by S&P. A further downgrading by S&P could have a negative impact on the possibilities and terms of financing the Bilfinger Group is able to obtain. Downgrades can, for example, require the collateralization of creditors and decrease the readiness of business partners to do business with Bilfinger Group. At the same time, new credit lines and other financing activities of the Group could become more expensive. All of these factors could have a material adverse effect on the Bilfinger Group's financial condition and results of operation.

## **Legal, Regulatory, Compliance and Tax Risks**

### ***Missed Deadlines and Contract Disputes***

Many contracts the Bilfinger Group entered into with its customers have complex structures and are highly schedule-driven. Failure to meet contractual deadlines or obligations may adversely affect the financial success and/or the reputation of parts of the Bilfinger Group. A substantial number of contracts of the Bilfinger Group are subject to specific completion, service level and performance schedule requirements. Failure to meet such schedule requirements could expose the Bilfinger Group to complex litigation and result in significant contractual penalties and/or could damage the Bilfinger Group's standing as a reliable partner within the industry and client base. Missed deadlines could adversely affect the liquidity position of the Bilfinger Group. For larger projects, the risks associated with agreed milestones for the performance of services and completion are inherently higher.

The Bilfinger Group's contracts may require extra or change order work as directed by the client even if the client has not agreed in advance on the scope or price of the work to be performed. Although such contracts generally contain provisions on the ordering and pricing of extra or change order work, this process may result in disputes on whether the work performed is beyond the scope of the work included in the original project plans and specifications or, where the client agrees that the work performed qualifies as extra work, on the price the client is willing to pay for the extra work. Even where the client agrees to pay for the extra work, the Bilfinger Group may be required to advance the cost of such work for a period of time until the change order is approved and financed by the client, or otherwise to discontinue the work, which entails significant contractual risks, in particular termination risks. If the Bilfinger Group is unable to obtain payment, or to obtain sufficient payment, for the extra work, this will adversely affect the net assets, financial position and results of operations of the Bilfinger Group.

### ***Performance and Product Liability***

The operations of the Bilfinger Group are largely characterised by the fact that the Group companies are liable for the success of the performance rendered by them. This may result in product or performance liability, whether arising from liability towards clients based on non-conformity of the Bilfinger Group's or a subcontractor's performance with contractual requirements or on non-performance towards employees under the statutory provisions on employer's liability or towards other third parties.

Moreover, the Bilfinger Group cooperates with manufacturers and other suppliers which provide it with the materials used in its operations. As the Bilfinger Group does not have direct control over the quality of the materials manufactured or supplied by such third parties, it is exposed to a risk related to the quality of such materials. The Bilfinger Group may use materials in its operations which are subsequently suspected to contain defects of quality or to have been the cause of damage to persons or property, which may subject the Bilfinger Group to reputational damage or which may form the basis for claims that clients and other third parties assert against the Bilfinger Group, or in respect of which the Bilfinger Group may be required to take appropriate corrective action with regard to affected products. In this regard, claims asserted can be expensive to defend and can divert the attention of personnel for significant time periods, regardless of the ultimate outcome. Any litigation, moreover, carries the risk of an adverse outcome. A successful product or performance liability claim could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group. Even if the Bilfinger Group is successful in defending against claims relating to the products sold or services performed by it, the mere assertion of such claims could have a negative impact on client confidence in the services and products of the Bilfinger Group as well as in the Bilfinger Group itself. This could have an adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Insurance Coverage***

The Bilfinger Group may face claims asserted by its contracting parties or third parties based on breaches of duty. Although the Bilfinger Group has taken out commercial insurance to protect itself against risks in an amount it believes is appropriate, there is no guarantee that the Bilfinger Group will be able to obtain corresponding coverage on acceptable terms in the future or that the insurance taken out will provide sufficient coverage for all potential claims.

If sufficient insurance coverage is not in place in any individual case, or the cover amount is not sufficient for a claim asserted against the Bilfinger Group, this could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Litigation Risks***

In the course of their ordinary business operations, companies of the Bilfinger Group are involved in a number of litigation and arbitration and other official proceedings, as plaintiffs or defendants, the outcome of which cannot currently be predicted with any certainty.

In relation to the incident regarding the collapse of the Cologne Municipal Archives in 2009 there are multiple ongoing independent investigations at court to take evidence to determine the cause of the collapse and the magnitude of the resulting damages. The cause of the damages as well as the size of the claim have not yet been determined. Bilfinger is one of three members of the consortium that was commissioned with the construction of an underground rail line adjacent to the former location of the municipal archives. Two criminal proceedings that commenced in 2018 against individual current and former employees of the consortium members and the municipal transportation company ended in October 2018 and February 2019 respectively in the district court (*Landgericht*) with a conviction of one employee of the customer and one employee of the construction joint venture and acquittals for other employees of the construction joint venture and the customer. According to the justification of the criminal court, it is established that the archive collapsed as a result of a serious error in the construction of a diaphragm wall crossover structure. The decision of the district court (*Landgericht*) has been or will be appealed and the search for the cause will continue in the civil taking of evidence. In case liability of the consortium was eventually established, consortium members would be jointly and severally liable.

In connection with an explosion incident at a gas station in Austria, the public prosecutor is investigating the case against a company of the Bilfinger Group, other involved parties and several natural persons. The reason for the accident has not yet been determined. As of the date of this Prospectus, the Group expects that in case of a conviction or civil law availment by injured parties, it would, if necessary, have sufficient insurance coverage.

Several lawsuits in various courts of the United States relate to the services of an American subsidiary of the Group. In these lawsuits, a former customer has asserted claims in the low double-digit million U.S. dollar range against the Group, that was recently reduced significantly by a lower court decision. However, the customer has appealed this lower court decision. The US Bilfinger entity has filed substantial counter-claims against the customer and its affiliates in the mid double-digit million range. In another case, a US subsidiary is asserting claims for compensation for construction process disruptions and damages against two customers in the mid double digit million-dollar range.

All cases are currently pending, and it cannot be excluded that a court would rule in the favour of the relevant claimant and would in parallel reject our substantial (counter)claims, which could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

Other proceedings in which companies of the Bilfinger Group are involved as claimants mostly relate to claims for compensation for work (*Werklohn*), claims for disturbances at site, claims for prolongation costs and claims for variations while proceedings where companies of the Bilfinger Group are involved as defendants generally relate to claims for damages.

The Bilfinger Group may be required under a court order or settlement agreement to pay considerable amounts, which may also exceed any provisions set up for this purpose. In addition to these amounts, the legal costs incurred by the Bilfinger Group and in some cases of its opponent would also have to be borne. This could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Environmental Liabilities***

The Bilfinger Group is subject to various laws and regulations relating to the protection of the environment, health and public safety in the countries in which it operates. Liabilities, costs, penalties, soil remediation orders by courts or authorities or operational restrictions may be imposed on or incurred by the Bilfinger Group in connection with environmental and health and safety issues, which could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

Non-compliance with existing or future environmental and health and safety laws and regulations, including a failure to obtain or maintain requisite permits and authorisations, may result in criminal or administrative fines or other penalties. Environmental regulations may be subject to change, which in turn could increase the requirements imposed on the Bilfinger Group under such regulations, the Bilfinger Group's exposure to risks of non-compliance and the costs incurred by the Bilfinger Group.

Furthermore, failures in environmental protection or in occupational health and safety that result in a serious incident could lead to adverse effects on the Group's customer relationships through to loss of orders as well as contractual penalties and damage claims. The Group may also be liable to third parties in respect of any personal injury or property damage resulting from environmental and health and safety issues arising in connection with the current and former operations of the Bilfinger Group. The Bilfinger Group may also be liable to third parties in respect of environmental matters under any covenant, warranty, representation, indemnity or similar provision contained in the agreements by which it has acquired, disposed of or developed properties.

Any costs and liabilities identified above, if incurred, could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.



### ***Compliance Risks***

At the Bilfinger Group, the overall importance of compliance and of specific compliance risks is high. The Bilfinger Group is subject to anti-corruption, anti-money laundering, antitrust and other trade laws and regulations. Depending on the circumstances, the Group could also be held liable for the corrupt or other illegal activities of its third-party partners.

Clients of the Bilfinger Group, in particular government agencies, expect compliance by their contractors with certain rules of conduct and applicable laws.

Furthermore, export control, sanctions, and other trade laws and regulations restrict the Group's business dealings with certain sanctioned countries, persons and/or organizations. While the Bilfinger Group has procedures in place to ensure compliance with these restrictions, there can be no assurance that other persons and entities with whom the Group now, or in the future, may engage in transactions will not become subject to sanctions, that the countries in which the Group currently operates will not be subject to further and more restrictive sanctions in the future and that additional sanctions will not be imposed on other countries or entities with which the Bilfinger Group does business.

Violations of corruption, anti-money laundering, export control, sanctions, antitrust or data protection provisions could lead to criminal or civil prosecution as well as fines, sanctions, injunctions, disgorgement of profits or to other restrictions. In addition, such cases or other misconduct could have a detrimental effect on the Bilfinger Group's involvement in business with public-sector customers, up to the exclusion from public-sector contracts. Criminal prosecution could also result in the cancellation of existing contracts and third parties, including competitors, could initiate proceedings against the Bilfinger Group on a large scale.

Corruption, antitrust or similar proceedings and accusations against the Bilfinger Group and corresponding negative reports in the media could lead to material reputational damage for the Group.

Should the Group fail to observe the relevant compliance rules or should possible wrongdoings from the past be detected or pursued, this could have a material adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### ***Tax Risks***

The German and foreign tax assessments of the Bilfinger Group are audited by the tax authorities at regular intervals. At the time of publication of this Prospectus, tax audits are being conducted at several subsidiaries.

The Bilfinger Group regularly reviews the applicable German and foreign taxation rules in order to identify new developments and make the relevant adjustments. Due to the complexity and dynamics of worldwide tax legislation and the interpretation of applicable law by the tax authorities, it is possible that the outcome of the tax audits performed in Germany and abroad may not be as expected and that the tax amounts determined by the tax authorities may exceed the provisions set up for this purpose, so that additional liquid funds must be applied to pay the tax owed, which would affect the net assets, financial position and results of operations of the Bilfinger Group.

In the event of changes in the Issuer's shareholder structure, there is a risk that tax losses and loss carryforwards could be forfeited in whole or in part. If, within five years, directly or more than 50 per cent. of the subscribed capital, the membership rights, the participation rights or the voting rights in a legal entity are transferred to an acquirer or a party related to such acquirer or if a similar situation occurs (acquisition takeover (*schädlicher Beteiligungserwerb*)), any losses and loss carryforwards accrued up to the date of the acquisition takeover are forfeited partly or in full in accordance with Section 8c of the German Corporate Income Tax Act (*Körperschaftsteuergesetz*; KStG) in whole or in part.

This potential forfeiture of tax loss carryforwards would have no impact on the Issuer's definitive tax assets, as domestic loss carry-forwards have already been fully impaired. This effect would also not have an impact on liquidity in the consolidated financial statements of the Issuer. However, the tax burden in future assessment periods could be increased if corresponding tax loss carryforwards or interest carryforwards can no longer be set off against the taxable annual income.

Moreover, future changes in tax law or in administrative practices in Germany or other countries where the Bilfinger Group may from time to time be subject to taxation could increase the tax burden of the Bilfinger Group. This could have an adverse effect on the net assets, financial position and results of operations of the Bilfinger Group.

### **Risks relating to the Notes**

An investment in the Notes involves certain risks associated with the characteristics of the Notes. Such risks could result in principal or interest not being paid on time or at all by the Issuer and/or a material impairment of the market price of the Notes. The following is a description of risk factors in relation to the Notes.

#### ***Notes may not be a suitable investment for all investors***

Each potential investor in the Notes must determine the suitability of such investment in light of its own circumstances. The Notes are only suitable for sophisticated investors. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) acquire the Notes for their own account for investment, not with a view to resale (unless investors are capable of bearing the risk of a possible decline of the market value of the Notes), distribution or other distribution of the Notes (subject to any applicable law requiring that the disposition of the investor's property within its control);
- (v) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets;
- (vi) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and
- (vii) know that it might be impossible to dispose of the Notes for a substantial period of time, if at all.

#### ***Group Structure***

The Issuer acts as the holding company for the Bilfinger Group and is responsible for the strategic and financial management of the Group. All business operations are conducted by the business segments and the respective operating subsidiaries or companies in which the Bilfinger Group holds participations or joint ventures. The assets of the Issuer essentially consist of the shares in its operating subsidiaries and related financing. Therefore, in order to be able to meet its operating and other expenses, including the payment of interest and principal to the Noteholders under the Notes, the Issuer is dependent on its operating subsidiaries and the whole Bilfinger Group. The inability of such subsidiaries to distribute sufficient profits could have a material adverse effect on the ability of the Issuer to pay interest on and repay the principal amount of the Notes.

#### ***Long-term securities, Risk of Early Redemption***

The Notes will be redeemed on 14 June 2024, unless they have been previously redeemed. The Issuer is under no obligation to redeem the Notes at any time before this date. The holders of the Notes (each a "**Noteholder**") have no right to call for their redemption except following a Put Event (as defined in the Terms and Conditions of the Notes) or the occurrence of an event of default (as further described in the Terms and Conditions of the Notes). Prospective investors

should be aware that they may be required to bear the financial risk of an investment in the Notes for a long period and may not recover their investment before the end of this period.

At the Issuer's option, the Notes may be redeemed pursuant to the Terms and Conditions of the Notes early in certain limited circumstances. In the event that the Issuer exercises the option to call and redeem the Notes, the Noteholders might suffer a lower than expected yield and might not be able to reinvest the funds on the same terms.

In the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Federal Republic of Germany or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the Terms and Conditions of the Notes.

With respect to the clean-up call (as further described in the Terms and Conditions of the Notes) there is no obligation under the Terms and Conditions of the Notes for the Issuer to inform investors if and when 80 per cent. or more of the aggregate principal amount of the Notes then outstanding have been redeemed or otherwise repurchased and cancelled, and the Issuer's right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of such right, the Notes may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

***The Notes will be structurally subordinated to indebtedness of the subsidiaries of the Issuer***

The Notes will not be guaranteed by any of the subsidiaries of the Issuer. In the event of a liquidation, winding-up or dissolution or a bankruptcy, administration, reorganisation, insolvency, receivership or similar proceeding of any subsidiary of the Issuer, such subsidiary will pay the holders of its own debt (including holders of third-party debt which such subsidiaries have guaranteed) before they would be able to distribute any of their assets to the Issuer. As a result, the Issuer may not have sufficient assets to make payments on the Notes, respectively.

***The Notes will be effectively subordinated to Issuer's debt to the extent such debt is secured by assets or guarantees by subsidiaries of the Issuer that are not also securing the Notes***

The Notes will be effectively subordinated to the Issuer's debt to the extent such debt is secured by assets or by guarantees of subsidiaries of the Issuer that are not also securing the Notes. Although the Terms and Conditions require the Issuer to secure the Notes equally if it provides security for the benefit of Capital Market Indebtedness (as defined in the Terms and Conditions), the requirement to provide equal security to the Notes is subject to a number of significant exceptions and carve-outs as set out in detail in the Terms and Conditions of the Notes. To the extent the Issuer or any of its subsidiaries provides security interest over their assets for the benefit of other debt without also securing the Notes, the Notes will be effectively junior to such debt to the extent of such assets. The same applies to debt incurred by the Issuer or any other member of the Bilfinger Group, which is guaranteed by a subsidiary of the Issuer. In each case, holders of (present or future) secured or guaranteed debt of the Issuer may recover disproportionately more on their claims than the Noteholders in an insolvency, bankruptcy or similar proceeding. The Issuer may not have sufficient assets remaining to make payments under the Notes.

***Event of Default***

Noteholders may declare their Notes due and payable under § 9 of the Terms and Conditions of the Notes, in the event of, *inter alia*, (i) a non-payment for 20 days (§ 9(1)(a) of the Terms and Conditions of the Notes), or (ii) a breach of other obligations under the Notes for 30 days, including a failure to comply with the covenants set out in § 10 of the Terms and Conditions (§ 9(1)(b) of the Terms and Conditions of the Notes), or (iii) a payment default (*Verzug*) under any Financial Indebtedness with a minimum term of one year and with a minimum amount of EUR 30,000,000 or such Financial Indebtedness has been declared due and payable before its stated maturity (§ 9(1)(c) of the Terms and Conditions of the Notes), unless any Financial Indebtedness for which a Material Subsidiary acquired by the Issuer (including Material Subsidiaries) after the Issue Date has assumed liability, has been declared due and payable but has been repaid in full

within three month following the closing of such acquisition, or (iv) certain events related to insolvency or winding up of the Issuer or a Material Subsidiary (§ 9(1)(d) through (g) of the Terms and Conditions of the Notes).

Investors in the Notes should be aware that in the case of the event of default under § 9(1)(c) of the Terms and Conditions of the Notes and in the absence of a payment default (*Verzug*), the Notes can only be accelerated after the relevant Financial Indebtedness has been declared due and payable by a creditor of such Financial Indebtedness.

Therefore, it is likely that the respective creditor or creditors of such Financial Indebtedness have a due and payable claim for payment of principal and interest under such Financial Indebtedness before the claim for repayment of principal and interest under the Notes by a Noteholder pursuant to § 9(1)(c) of the Terms and Conditions of the Notes becomes due and payable. Therefore, it cannot be excluded that a later due date for payments to the Noteholders caused thereby result in disadvantages of the Noteholders compared to such other creditor or creditors.

***In case of certain events of default, the Notes will only be redeemable if Noteholders of at least 10 per cent. of the aggregate principal amount of the Notes then outstanding declare the Notes due and payable. Such declaration of acceleration might be rescinded by majority resolution of the Noteholders***

The Terms and Conditions provide that, in case of certain events of default, any notice declaring the Notes due and payable shall become effective only when the Principal Paying Agent has received such default notices from Noteholders representing at least 10 per cent. of the aggregate principal amount of the Notes then outstanding. Under the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen – "SchVG"*), even if a default notice is given by a sufficient number of Noteholders, it could be rescinded by majority resolution within three months. A simple majority of votes would be sufficient for a resolution on the rescission of such acceleration but, in any case, more Noteholders would have to consent to a rescission than have delivered default notices. Noteholders should be aware that, as a result, they may not be able to accelerate their Notes upon the occurrence of certain events of default, unless the required quorum of Noteholders with respect to the Notes delivers default notices and such acceleration is not rescinded by majority resolution of the Noteholders.

***Risk of a partial or total failure of the Issuer to make interest and/or redemption payments***

Any person who purchases the Notes is relying on the creditworthiness of the Issuer and has no rights against any other person. Noteholders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments that the Issuer is obliged to make under the Notes. The worse the creditworthiness of the Issuer, the higher the risk of loss (see also "*Risks relating to the Issuer and the Bilfinger Group*" above). A materialisation of the credit risk (for example, because of the materialisation of any of the risks regarding the Issuer and/or the Bilfinger Group) may result in partial or total failure of the Issuer to make interest and/or redemption payments under the Notes.

***Covenant subject to certain carve-outs and limitations***

The Issuer has entered into a restrictive covenant in connection with the issuance of the Notes regarding the ability of the Issuer's subsidiaries to incur additional financial indebtedness (§ 10 of the Terms and Conditions).

However, this covenant does not apply to the Issuer itself and further provides for a number of carve-outs and permitted baskets. In addition, the covenant will no longer be applicable once the Issuer receives an "investment grade" rating by a recognised rating agency. The incurrance of any additional indebtedness by the Issuer or by the Issuer's subsidiaries in compliance with the covenant could reduce the amount recoverable by Noteholders in the event of insolvency or liquidation of the Issuer.

In addition, under the Notes, the Issuer will not be restricted from issuing further, or repurchasing its other, securities. Noteholders will not be protected under the terms of the Notes in the event of a highly leveraged transaction, a reorganisation or a restructuring, merger or similar transaction by the Issuer that may adversely affect the Noteholders.

***Liquidity risk***

There is currently no secondary market for the Notes. Application has been made for the Notes to be admitted to trading on the EU-regulated market segment of the Luxembourg Stock Exchange and to be listed on the Official List of the

Luxembourg Stock Exchange. There can, however, be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue. In an illiquid market, an investor may not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

### ***Inflation Risk***

The inflation risk is the risk of future money depreciation. The real yield from an investment is reduced by inflation. The higher the rate of inflation, the lower the real yield on the Notes. If the inflation rate is equal to or higher than the nominal yield, the real yield is zero or even negative.

### ***Fixed Rate Notes***

The Notes bear interest at a fixed rate. A holder of a fixed interest rate note is exposed to the risk that the price of such note may fall because of changes in the market interest rate. While the nominal interest rate of a fixed interest rate note is fixed during the life of such note, the current interest rate on the capital market (market interest rate) typically changes on a daily basis. As the market interest rate changes, the price of such note changes in the opposite direction. If the market interest rate increases, the price of such note typically decreases, until the yield of such note is approximately equal to the market interest rate. If the market interest rate decreases, the price of a fixed interest rate note typically increases, until the yield of such note is approximately equal to the market interest rate. Noteholders should be aware that movements of the market interest rate can adversely affect the market price of the Notes and can lead to losses for the Noteholders if they sell their Notes.

### ***Ratings of the Notes, if any, may not reflect all associated risk and may be subject to change at all times***

The Notes are expected to be assigned a credit rating rated by S&P. This rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. The rating agency may also change its methodology for rating securities with features similar to the Notes in the future. If the rating agency was to change its practice for rating such securities in the future and the rating of the Notes was to be subsequently lowered, this may have a negative impact on the trading price of the Notes.

### ***Currency Risk in relation to the Notes***

The Notes are denominated in Euro. If such currency represents a foreign currency to a Noteholder, such Noteholder is particularly exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes measured in the Noteholder's currency. Changes in currency exchange rates result from various factors such as macroeconomic factors, speculative transactions and interventions by central banks and governments.

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

### ***Because the Global Notes are held by or on behalf of Clearstream Banking AG, Frankfurt am Main, investors will have to rely on the procedures of Clearstream Banking AG for transfer, payment and communication with the Issuer.***

The Notes will be represented by one or more Global Notes. Such Global Notes will be deposited with Clearstream Banking AG, Frankfurt am Main ("CBF"). Investors will not be entitled to receive definitive Notes. CBF will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through CBF and the Issuer will discharge its payment obligations under the Notes by making payments to CBF or to its order for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of CBF to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of beneficial interests in the Global Notes.

***Risks in connection with the application of the German Act on Issues of Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen)***

Since the Terms and Conditions of the Notes provide for meetings of Noteholders or the taking of votes without a meeting, the Terms and Conditions of the Notes may be amended by majority resolution of the Noteholders and a Noteholder is subject to the risk of being outvoted by a majority resolution of the Noteholders. The rules pertaining to resolutions of Noteholders are set out in the SchVG and are largely mandatory. Pursuant to the SchVG the relevant majority for Noteholders' resolutions is generally based on votes cast, rather than on the aggregate principal amount of the Notes outstanding, therefore, any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Notes outstanding. As such majority resolution is binding on all Noteholders, certain rights of a Noteholder against the Issuer under the Terms and Conditions of the Notes may be amended or reduced or even cancelled. Any such majority resolution will even be binding on Noteholders, who have declared their claims arising from the Notes due and payable based on the occurrence of an event of default, but who have not received payment from the Issuer prior to the amendment taking effect.

Since the Terms and Conditions of the Notes provide that the Noteholders are entitled to appoint a Noteholders' Representative by a majority resolution of such Noteholders, it is possible that a Noteholder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions of the Notes against the Issuer, such right passing to the Noteholders' Representative who is then exclusively responsible to claim and enforce the rights of all the Noteholders.

***The market value of the Notes could decrease if the creditworthiness of the Bilfinger Group worsens***

The market value of the Notes is, amongst others, influenced by a change in the creditworthiness (or the perception thereof) of the Issuer and the Group, by the credit rating of the Issuer and by a number of other factors including, but not limited to, economic and political events in Germany or elsewhere, factors affecting the capital markets in general and the stock exchanges on which the Notes are traded, market interest and rate of return. The price at which a Noteholder can sell the Notes might be considerably below the issue price or the purchase price paid by such Noteholder.

If the likelihood that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due decreases, for example, because of the materialisation of any of the risks regarding the Issuer and/or the Bilfinger Group, the market value of the Notes will suffer. In addition, even if the likelihood that the Issuer will be in position to fully perform all obligations under the Notes when they fall due actually has not decreased, market participants could nevertheless have a different perception. Market participants may in particular have a different perception if market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business as the Bilfinger Group adversely change. If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialisation of mentioned risk. Under these circumstances, the market value of the Notes is likely to decrease.

***Market volatility and other factors***

The trading market for debt securities may be volatile and may be adversely impacted by many events. The market for debt securities is influenced by economic and market conditions in Germany and, to varying degrees, by market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in Germany, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of the Notes or that economic and market conditions will not have any other adverse effect.

***Transaction costs***

Transaction costs reduce the yield an investor will realise on the investment in the Notes. When Notes are purchased, several types of incidental costs (including transaction fees and commissions) are incurred and will have to be paid by the buyer in addition to the then current market price. Similarly, when a Noteholder sells any Notes, such incidental costs will reduce the actual price the Noteholder will receive for each Note sold. These incidental costs may significantly reduce or

even exclude the profit potential of an investment in the Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or *pro-rata* commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic managers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs). These incidental costs may significantly reduce or eliminate any profit from holding the Notes.

In addition to such costs directly related to the purchase of Notes (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

### ***Margin lending***

Margin lending, where it is permitted, can materially increase the risk to a Noteholder of non-performance of the Notes. If a loan is used to finance the acquisition of the Notes and the Notes subsequently go into default, or if the trading price diminishes significantly, the Noteholder not only has to face a potential loss on its investment, but it will also have to repay the loan and pay interest thereon. This may significantly increase the risk of a loss. Investors should not assume that they will be able to repay the loan or pay interest thereon from the profits of a transaction. Instead, investors should assess their financial situation prior to an investment in the Notes, as to whether they are able to pay interest on the loan, or to repay the loan on demand, even if they may suffer losses on such investment in the Notes.

### ***Special Investment Risks- U.S. Foreign Account Tax Compliance Withholding***

Pursuant to the foreign account tax compliance provisions of the Hiring Incentives to Restore Employment Act of 2010 ("FATCA"), the Issuer and other non-U.S. financial institutions through which payments on the Notes are made may be required to withhold U.S. tax at a rate of 30 per cent. on all, or a portion of, payments made after 31 December 2018 in respect of (i) any Notes issued or materially modified after the date on which the final regulations applicable to "foreign passthru payments" are filed in the Federal Register and (ii) any Notes which are treated as equity for U.S. federal tax purposes, whenever issued.

Whilst the Notes are in global form and held within CBF, in all but the most remote circumstances, it is not expected that FATCA will affect the amount of any payment received by CBF (see *TAXATION - U.S. Foreign Account Tax Compliance Withholding*). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or payment to an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA), provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. The Issuer's obligations under the Notes are discharged once it has made payment to, or to the order of CBF and the Issuer has therefore no responsibility for any amount thereafter transmitted through CBF and custodians or intermediaries. Further, foreign financial institutions in a jurisdiction which has entered into an intergovernmental agreement with the United States (an "IGA") are generally not expected to be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments they make.

If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of FATCA, none of the Issuer, any paying agent or any other person would, pursuant to the Terms and Conditions of the Notes be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected.

### ***Financial Transaction Tax***

On 14 February 2013, the EU Commission adopted a proposal for a Council Directive (the "**Draft Directive**") on a common financial transaction tax ("**FTT**"). According to the Draft Directive, the FTT shall be implemented in eleven EU Member States (Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Spain, Slovakia and Slovenia). However, Estonia has since stated that it will not participate.

The proposed FTT has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

The FTT remains subject to negotiation between EU Member States and was (and most probably will be) the subject of legal challenge. It may still be adopted and be altered prior to its adoption, the timing of which remains unclear. Moreover, once any directive has been adopted (the "**Directive**"), it will need to be implemented into the respective domestic laws of the participating EU Member States and the domestic provisions implementing the Directive might deviate from the Directive itself. Finally, additional EU Member States may decide to participate. The recently published coalition agreement (dated 7 February 2018) of the German governing parties of CDU and SPD comprises the intent to implement a "*substantial*" FTT "*in the European context*". However, there is no indication as to whether, when and in what form such a legislative proposal of FTT will be implemented. Prospective Noteholders are advised not to rely on the tax summary contained in this Prospectus but should consult their own tax advisers in relation to the consequences of the FTT associated with subscribing for, purchasing, holding and disposing of the Notes.

### ***Change of law***

The Terms and Conditions of the Notes are based on German law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to German law or administrative practice after the date of this Prospectus.



## TERMS AND CONDITIONS OF THE NOTES

### EMISSIONSBEDINGUNGEN

#### § 1

##### NENNBETRAG UND FORM

- (1) *Nennbetrag.* Die Bilfinger SE (die "**Emittentin**") begibt am 14. Juni 2019 (der "**Ausgabebetrag**") Schuldverschreibungen (die "**Schuldverschreibungen**") im Gesamtnennbetrag von EUR 250.000.000 (in Worten: zweihundertfünfzig Millionen Euro), eingeteilt in Schuldverschreibungen in einer Stückelung von je EUR 100.000 (der "**Nennbetrag**").
- (2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.
- (3) *Vorläufige Globalurkunde – Austausch gegen Dauerglobalurkunde.*
  - (a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Inhaber-Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft.
  - (b) Die vorläufige Globalurkunde wird an einem Tag (der "**Austauschtag**"), der nicht weniger als 40 Tage nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt, gegen eine dauerhafte Inhaber-Globalurkunde (die "**Dauerglobalurkunde**") (die vorläufige Globalurkunde und die Dauerglobalurkunde sind jeweils eine "**Globalurkunde**") ohne Zinsscheine ausgetauscht. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person(en) ist (sind) (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche

### TERMS AND CONDITIONS OF THE NOTES

#### § 1

##### PRINCIPAL AMOUNT AND FORM

- (1) *Principal Amount.* Bilfinger SE (the "**Issuer**") issues these Notes (the "**Notes**") in the aggregate principal amount of EUR 250,000,000 (in words: two hundred and fifty million Euro) on 14 June 2019 (the "**Issue Date**"), divided into Notes in a denomination of EUR 100,000 (the "**Principal Amount**") each.
- (2) *Form.* The Notes are being issued in bearer form.
- (3) *Temporary Global Note – Exchange against Permanent Global Note*
  - (a) The Notes are initially represented by a temporary global bearer note (the "**Temporary Global Note**") without interest coupons.
  - (b) The Temporary Global Note shall be exchanged by a permanent global note (the "**Permanent Global Note**") (the Temporary Global Note and the Permanent Global Note are each a "**Global Note**") without interest coupons on a date (the "**Exchange Date**") not earlier than 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is/are not (a) U.S. person(s) (other than certain financial institutions or certain persons holding Notes through such financial institutions). Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such

Finanzinstitute halten). Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß § 1(3)(b) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in § 6(3) definiert) zu liefern.

- (c) Ein Recht der Anleihegläubiger (wie nachstehend definiert) auf Ausgabe und Lieferung von Einzelkunden oder Zinsscheinen besteht nicht.
  - (d) Jede Globalurkunde trägt die eigenhändigen oder faksimilierten Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist jeweils von der Hauptzahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen.
- (4) *Clearing System.* Jede Globalurkunde wird von oder im Auftrag von Clearstream Banking AG, Frankfurt am Main ("CBF") verwahrt bis, im Fall der Dauerglobalurkunde, sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind.
- (5) *Anleihegläubiger.* "Anleihegläubiger" bezeichnet jeden Inhaber eines Miteigentumsanteils oder anderen vergleichbaren wirtschaftlichen Eigentum oder Rechts an den Schuldverschreibungen, welches gemäß anwendbarem Recht und den jeweils geltenden Bestimmungen und Regeln von CBF übertragen werden kann.

## § 2

### STATUS UND NEGATIVVERPFLICHTUNG

- (1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der

Temporary Global Note pursuant to § 1(3)(b). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(3)).

- (c) The right of the Noteholders (as defined below) to require the issue and delivery of definitive notes or interest coupons is excluded.
- (d) The Global Notes shall each be signed manually or in facsimile by two authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Principal Paying Agent.

- (4) *Clearing System.* The Global Notes will each be kept in custody by or on behalf of Clearstream Banking AG, Frankfurt am Main ("CBF") until, in the case of the Permanent Global Note, all obligations of the Issuer under the Notes have been satisfied.

- (5) *Noteholders.* "Noteholder" means any holder of a proportionate co-ownership or other similar beneficial interest or right in the Notes which is transferable in accordance with applicable laws and the rules and regulations of CBF.

## § 2

### STATUS AND NEGATIVE PLEDGE

- (1) *Status.* The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu*

Emittentin, die untereinander und die mit allen anderen nicht besicherten und nicht nachrangigen gegenwärtigen und zukünftigen Verbindlichkeiten der Emittentin wenigstens gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung.* Die Emittentin verpflichtet sich, während der Laufzeit der Schuldverschreibungen, jedoch nicht länger als bis zu dem Zeitpunkt, an dem die Mittel für die letzte Zinszahlung und die volle Rückzahlung der Schuldverschreibungen (einschließlich etwaiger zusätzlicher Beträge (gemäß § 7)) CBF zur Verfügung gestellt worden sind,

(a) keine Grund- und Mobiliarpfandrechte, Pfandrechte oder sonstige dingliche Sicherungsrechte (jedes ein "**Sicherungsrecht**") in Bezug auf ihr gesamtes Vermögen oder Teile davon als Sicherheit für eine gegenwärtige oder zukünftige von der Emittentin oder einer Wesentlichen Tochtergesellschaft (wie nachstehend definiert) begebene oder garantierte Kapitalmarktverbindlichkeit (wie nachstehend definiert) zu gewähren, und

(b) vorbehaltlich zwingender gesetzlicher Bestimmungen sicherzustellen, dass keine Wesentliche Tochtergesellschaft ihr Vermögen, weder ganz noch teilweise, zur Besicherung einer Kapitalmarktverbindlichkeit, die die jeweilige Wesentliche Tochtergesellschaft selbst, eine andere Wesentliche Tochtergesellschaft der Emittentin oder die Emittentin eingegangen ist, mit Sicherungsrechten belastet oder eine solche Belastung zu diesem Zweck bestehen lässt,

among themselves and at least *pari passu* with all other unsecured and unsubordinated present and future obligations of the Issuer unless such other obligations take priority by mandatory provisions of law.

(2) *Negative Pledge.* The Issuer undertakes, as long as any Notes are outstanding, but only up to the time the funds for the last payment of interest and the full redemption of the Notes (including any Additional Amounts (pursuant to § 7)) have been placed at the disposal of CBF,

(a) not to provide any mortgage, charge, pledge or other form of *in rem* encumbrance (each a "**Security Interest**") over its whole or any part of its assets to secure any current or future Capital Market Indebtedness (as defined below) made or guaranteed by the Issuer or any of its Material Subsidiaries (as defined below); and

(b) subject to mandatory provisions of law to procure that no Material Subsidiary will grant or permit to subsist any Security Interest over the whole or any part of its assets, as security for any Capital Market Indebtedness issued by the respective Material Subsidiary itself, any other Material Subsidiary of the Issuer or the Issuer,

ohne zuvor oder gleichzeitig die Anleihegläubiger gleichrangig an einem solchen Sicherungsrecht gleichwertig zu beteiligen oder zu Gunsten der Anleihegläubiger ein Sicherungsrecht zu gleichwertigen Bedingungen zu bestellen. Ein nach diesem § 2(2) zu stellendes Sicherungsrecht kann auch für eine Person bestellt werden, die als Treuhänder für die Anleihegläubiger handelt.

Die Verpflichtung nach Satz 1 dieses § 2(2) besteht jedoch nicht für Sicherungsrechte, die (i) gesetzlich vorgeschrieben sind oder kraft Gesetzes entstehen, (ii) im Zusammenhang mit staatlichen Genehmigungen verlangt werden, (iii) von einer Tochtergesellschaft an Forderungen bestellt werden, die ihr aufgrund der Weiterleitung von aus dem Verkauf von Schuldverschreibungen erzielten Erlösen gegen die Emittentin, eine Tochtergesellschaft oder sonstige Dritte gegenwärtig oder zukünftig zustehen, sofern solche Sicherheiten der Besicherung von Verpflichtungen aus den jeweiligen Schuldverschreibungen der Tochtergesellschaft dienen, oder (iv) eine Kapitalmarktverbindlichkeit besichern, die infolge einer zukünftigen Akquisition zu einer Verbindlichkeit der Emittentin oder einer Tochtergesellschaft wird, sofern diese Kapitalmarktverbindlichkeit nicht im Hinblick auf die betreffende zukünftige Akquisition begründet wurde.

Als "**Kapitalmarktverbindlichkeit**" gilt jede Zahlungsverpflichtung in der Form von oder verbrieft durch Schuldverschreibungen (oder ähnliche Kapitalmarkt-Wertpapiere) mit einer ursprünglichen Laufzeit von über einem Jahr, die geeignet sind, an einer Wertpapierbörse oder einem Over-the-Counter-Wertpapiermarkt gehandelt zu werden, und Schuldscheindarlehen nach deutschem Recht. "**Schuldscheindarlehen**" ist für Zwecke dieser Bestimmung ein Darlehen, über das eine als Schuldschein oder *certificate of indebtedness* bezeichnete Urkunde ausgestellt wird oder das im Darlehensvertrag als Schuldscheindarlehen,

without prior thereto or at the same time letting the Noteholders share *pari passu* and equally in such Security Interest or benefit from an equal Security Interest. Any security to be provided pursuant to this § 2(2) may also be provided to a person acting as trustee for the Noteholders.

The undertaking pursuant to sentence 1 of this § 2(2) shall not apply to any Security Interest which is (i) mandatory according to, or are created by operation of, applicable laws, or (ii) required as a prerequisite for governmental approvals, (iii) provided by any Subsidiary upon any claims of the Subsidiary against the Issuer, any Subsidiary or any third party, which claims exist now or arise at any time in the future as a result of the passing on of the proceeds from the sale by the Subsidiary of any notes, provided that any such security serves to secure obligations under such notes of the Subsidiary, or (iv) secures a Capital Market Indebtedness that becomes an obligation of the Issuer or any Subsidiary as a consequence of a future acquisition, provided that such Capital Market Indebtedness was not created in contemplation of such future acquisition.

"**Capital Market Indebtedness**" means any payment obligation in the form of, or represented by, notes (or similar capital markets securities) with an original maturity of more than one year which are capable of being traded on a stock exchange or over the counter securities market, and *Schuldschein* loans governed by German law. For purposes of this clause a "**Schuldschein loan**" is a loan evidenced by a written instrument entitled *Schuldschein* or certificate of indebtedness or which is referred to in the Schuldscheindarlehen as *Schuldschein* loan, *Schuldschein* or

Schuldschein loan oder *certificate of indebtedness* oder *promissory note* bezeichnet wird.

**"Wesentliche Tochtergesellschaft"** bezeichnet (i) jede Tochtergesellschaft (wie nachstehend definiert) der Emittentin, deren Bilanzsumme oder deren EBITDA gemäß ihres letzten geprüften, nicht konsolidierten Jahresabschlusses (bzw., wenn die betreffende Tochtergesellschaft selbst Konzernabschlüsse erstellt, deren konsolidierte Bilanzsumme oder konsolidierten EBITDA gemäß ihres letzten geprüften Konzernabschlusses), der für die Erstellung des letzten geprüften Konzernabschlusses der Emittentin genutzt wurde, mindestens 5 % der konsolidierten Bilanzsumme oder 5 % des konsolidierten EBITDA der Emittentin und ihrer konsolidierten Tochtergesellschaften ausmacht und (ii) eine Tochtergesellschaft, auf die der gesamte oder im Wesentlichen gesamte Betrieb und Vermögenswerte von einer Wesentlichen Tochtergesellschaft übertragen wurde. Ein Gutachten durch die Wirtschaftsprüfer der Emittentin mit dem Ergebnis, dass in deren Ansicht eine Tochtergesellschaft der Emittentin zu einer bestimmten Zeit eine Wesentliche Tochtergesellschaft ist oder war bzw. nicht ist oder nicht war, ist bindend für alle Parteien (soweit nicht ein offensichtlicher Fehler vorliegt).

**"Tochtergesellschaft"** bezeichnet in Bezug auf eine Gesellschaft, Kapitalgesellschaft oder Partnerschaft eine Gesellschaft, Kapitalgesellschaft oder Partnerschaft an der diese zuerst genannte Gesellschaft, Kapitalgesellschaft oder Partnerschaft mehr als 50 Prozent der Anteile und/oder der Stimmrechte unmittelbar oder mittelbar hält oder die anderweitig unmittelbar oder mittelbar durch diese zuerst genannte Gesellschaft, Kapitalgesellschaft oder Partnerschaft (entsprechend § 17 des deutschen Aktiengesetzes) kontrolliert wird.

certificate of indebtedness or promissory note.

**"Material Subsidiary"** means (i) any Subsidiary (as defined below) of the Issuer, whose balance sheet total (*Bilanzsumme*) or EBITDA pursuant to its most recent audited non-consolidated financial statements (or, if the relevant subsidiary itself prepares own consolidated financial statements, whose consolidated balance sheet total (*Bilanzsumme*) or consolidated EBITDA pursuant to its most recent audited consolidated financial statements), which was used for the preparation of the most recent audited consolidated financial statements of the Issuer amounts to at least 5 per cent. of the balance sheet total (*Bilanzsumme*) or 5 per cent. of the consolidated EBITDA of the Issuer and its consolidated subsidiaries, and (ii) any subsidiary, to whom the total of or substantially all of the business and assets of a Material Subsidiary was transferred. A report by the Issuer's auditors to the effect that in their opinion a subsidiary of the Issuer is or was or is not or was not at a certain time or during a certain period of time, a Material Subsidiary shall (in the absence of manifest error) be binding on all parties.

**"Subsidiary"** means, in relation to any company, corporation or partnership, a company, corporation or partnership more than 50 per cent. of the share capital and/or voting rights of which are owned directly or indirectly by the first mentioned company, corporation or partnership or which is otherwise controlled (as contemplated in § 17 of the German Stock Corporation Act (*Aktiengesetz*)) directly or indirectly by the first mentioned company, corporation or partnership.

"EBITDA" bezeichnet das Ergebnis vor Finanzergebnis, Ertragssteuern und Abschreibungen.

### § 3 ZINSEN

- (1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag verzinst, und zwar ab dem 14. Juni 2019 (einschließlich) (der "**Verzinsungsbeginn**") bis zum Tag der Rückzahlung (ausschließlich) mit jährlich 4,500 % (der "**Anfängliche Zinssatz**"). Die Zinsen sind nachträglich am 14. Juni eines jeden Jahres zahlbar (jeweils ein **Zinszahlungstag**). Die erste Zinszahlung erfolgt am 14. Juni 2020.
- (2) Der auf die Schuldverschreibungen zu zahlende Zinssatz wird im Fall eines Step-Up-Ereignisses oder eines Step-Down-Ereignisses folgendermaßen angepasst:
  - (i) Vorbehaltlich der nachstehenden Absätze (iii) und (iv) entspricht der Zinssatz mit Wirkung ab dem ersten Zinszahlungstag (einschließlich), der auf den Tag des Step-Up-Ereignisses folgt, bis zum Endfälligkeitstag (ausschließlich) der Summe des Anfänglichen Zinssatzes und der Step-Up-Rate.
  - (ii) Nach einer Erhöhung des Anfänglichen Zinssatzes gem. (i) wird vorbehaltlich der nachstehenden Absätze (iii) und (iv), der Zinssatz mit Wirkung ab dem ersten Zinszahlungstag (einschließlich), der auf den Tag des Step-Down-Ereignisses folgt, bis zum Endfälligkeitstag (ausschließlich) auf den Anfänglichen Zinssatz herabgesetzt.
  - (iii) Falls zuerst ein Tag des Step-Up-Ereignisses und danach ein Tag des Step-Down-Ereignisses während derselben Zinsperiode eintritt oder zuerst ein Tag des Step-Down-

"EBITDA" means earnings before interest, taxes, depreciations and amortizations.

### § 3 INTEREST

- (1) *Rate of Interest and Interest Payment Dates.* Subject to adjustments pursuant to § 3(2), the Notes shall bear interest on their Principal Amount at the rate of 4.500 per cent. per annum (the "**Initial Interest Rate**") from and including 14 June 2019 (the "**Interest Commencement Date**"), to the date of redemption (excluding). Interest shall be payable in arrear on 14 June in each year (each such date, an "**Interest Payment Date**"). The first payment of interest shall be made on 14 June 2020.
- (2) The rate of interest payable on the Notes will be subject to adjustment in the event of a Step-Up-Event or a Step-Down-Event, as follows:
  - (i) Subject to paragraphs (iii) and (iv) below, the rate of interest shall be the sum of the Initial Interest Rate and the Step-Up Rate with effect from and including the first Interest Payment Date falling on or after the Date of the Step-Up-Event to but excluding the Maturity Date:
  - (ii) Following an increase of the Initial Interest Rate in accordance with (i) and subject to paragraphs (iii) and (iv) below, the rate of interest shall be the Initial Interest Rate with effect from and including the first Interest Payment Date falling on or after the Date of the Step-Down-Event to but excluding the Maturity Date.
  - (iii) If first a Date of the Step-Up-Event and, secondly, a Date of the Step-Down-Event occur during the same Interest Period, or first the Date of the Down-Event and subsequently

Ereignisses und danach ein Tag des Step-Up-Ereignisses während derselben Zinsperiode eintritt, wird der auf die Schuldverschreibungen zu zahlende Zinssatz infolge dieser Ereignisse weder erhöht noch gesenkt.

- (iv) Ist der auf die Schuldverschreibungen zu zahlende Zinssatz aufgrund eines Step-Up-Ereignisses bereits einmal erhöht worden, erfolgt keine weitere Erhöhung aufgrund nachfolgender Step-Up-Ereignisse.
- (v) Die Emittentin wird der Hauptzahlstelle unverzüglich den Eintritt eines Ereignisses mitteilen, das gemäß diesem § 3(2) zu einer Anpassung des auf die Schuldverschreibungen zu zahlenden Zinssatzes führt und veranlassen, dass der Eintritt des Ereignisses unverzüglich nachdem die Emittentin davon Kenntnis erlangt, jedoch spätestens am siebten darauf folgenden Tag, gemäß § 14 bekannt gemacht wird.

"Step-Up-Rate" bedeutet 1,250% per annum.

Ein "Step-Up-Ereignis" gilt als eingetreten, wenn (i) das einzige für die ausstehenden langfristigen Verbindlichkeiten der Emittentin vergebene Rating einer Rating Agentur zurückgezogen oder kein Rating mehr vergeben ist, oder (ii) das einzige für die ausstehenden langfristigen Verbindlichkeiten der Emittentin vergebene Rating einer Rating Agentur von einem Minimumrating in ein Rating unterhalb des Minimumratings geändert wird. Sofern für die langfristigen Verbindlichkeiten der Emittentin mehr als ein beauftragtes Rating von mehr als einer Ratingagentur vergeben ist, tritt ein Step-Up-Ergebnis dann ein, wenn eines der vorstehend unter (i) oder (ii) beschriebenen Ereignisse durch bzw. in Bezug auf alle Ratingagenturen erfolgt.

the Date of the Step-Up Event occur during the same Interest Period, the rate of interest payable on the Notes shall neither be increased nor decreased as result of either such events.

- (iv) If the rate of interest payable on the Notes has already been increased due to a Step-Up-Event, no further increase will be made as a result of any further Step-Up-Events.
- (v) The Issuer will promptly notify the occurrence of an event giving rise to an adjustment in the rate of interest payable on the Notes pursuant to this § 3(2) to the Principal Paying Agent and will cause notice thereof to be published in accordance with § 14 promptly upon becoming aware of such event, but in no event later than the seventh day thereafter.

"Step Up Rate" means 1.250% per annum.

A "Step-Up-Event" shall occur if (i) the only rating previously assigned to the outstanding long-term liabilities of the Issuer by a Rating Agency is withdrawn or not further Rating is assigned or (ii) the only rating previously assigned to the outstanding long-term liabilities of the Issuer by a Rating Agency is changed from a Minimum Rating to a rating below the Minimum Rating. If there is more than one solicited rating assigned to the outstanding long-term liabilities of the Issuer from more than one Rating Agency, a Step-Up-Event shall occur only, if one of the above-mentioned events under (i) or (ii) has occurred by or in relation to all Rating Agencies.

**"Tag des Step-Up-Ereignis"** ist der Tag, an dem das Step-Up-Ereignis eintritt oder im Fall von (ii) öffentlich bekannt gemacht wird. Sofern für die langfristigen Verbindlichkeiten der Emittentin mehr als ein beauftragtes Rating von mehr als einer Ratingagentur vergeben ist, bezeichnet der Tag des Step-Up-Ereignisses das Datum an welchem das Step-Up-Ereignis in Bezug auf alle Ratingagenturen eingetreten ist.

Sollte eine Ratingagentur ihren Geschäftsbetrieb einstellen oder die nach dem jeweils anwendbaren Recht erforderliche Zulassung für die Erstellung eines Ratings für die Emittentin verlieren und dadurch jeweils das Rating für die Emittentin nicht weitergeführt werden, gilt dies nicht als Entzug eines Ratings für die Emittentin im Sinne des vorhergehenden Absatzes.

Ein **"Step-Down-Ereignis"** tritt an dem Tag (dem **"Tag des Step-Down-Ereignisses"**) ein, an dem (i) eine Ratingagentur, die zuvor kein beauftragtes Rating für die Emittentin vergeben hatte, ein Minimumrating für die Emittentin vergibt oder (ii) ein zuvor von zumindest einer Ratingagentur vergebenes beauftragtes Rating für die Emittentin von einem Rating unterhalb eines Minimumratings in ein Minimumrating geändert wird.

**"Minimumrating"** bedeutet ein beauftragtes Rating, das für die ausstehenden langfristigen Verbindlichkeiten der Emittentin vergeben wurde und mindestens (i) "Ba2" von Moody's, (ii) "BB" von S&P oder (iii) "BB" von Fitch beträgt.

**"Rating Agentur"** sind jeweils Standard and Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. ("**S&P**") und Moody's Investors Services Limited ("**Moody's**") oder Fitch, Inc. ("**Fitch**") oder eine ihrer jeweiligen Nachfolgesellschaften oder jede andere Rating Agentur vergleichbaren

**"Date of the Step-Up-Event"** means the date on which the Step-Up-Event occurs or in case of (ii) has been publicly announced. If there is more than one solicited rating assigned to the outstanding long-term liabilities of the Issuer, the Date of the Step-Up-Event means the date on which the Step-Up-Event has occurred in respect of all Rating Agencies.

In case that a cessation of the business operations of any Rating Agency occurs or if any Rating Agency forfeits its license to assign a rating to the Issuer as required by applicable law and if, in each case, the concerned Rating Agency does not continue to assign a rating to the Issuer, such cessation of the rating of the Issuer shall not be deemed to be a withdrawal of the rating for the Issuer within the meaning of the preceding paragraph.

A **"Step-Down-Event"** shall occur on the date (the **"Date of the Step-Down-Event"**) falling on the date on which (i) a Rating Agency that had not previously assigned a solicited rating to the Issuer assigns a Minimum Rating to the Issuer or (ii) any solicited rating previously assigned to the Issuer by at least one Rating Agency is changed from a rating below the Minimum Rating to a Minimum Rating.

**"Minimum Rating"** means a solicited rating assigned to the outstanding long-term liabilities Issuer of (i) at least "Ba2" from Moody's, (ii) at least "BB" from S&P or (ii) at least "BB" from Fitch.

**"Rating Agency"** means each of Standard and Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. ("**S&P**") and Moody's Investors Services Limited ("**Moody's**") or Fitch, Inc. ("**Fitch**") or any of their respective successors or any other rating agency of equivalent international



internationalen Ansehens, wie von Zeit zu Zeit durch die Emittentin bestimmt.

(3) *Verzugszinslauf.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, erfolgt die Verzinsung der Schuldverschreibungen ab dem Tag der Fälligkeit (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen.<sup>1</sup>

(4) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(5) *Zinstagequotient.* "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**") die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.

"**Zinsperiode**" bezeichnet den Zeitraum ab dem Zinslaufbeginn (einschließlich) bis zu dem ersten Zinszahlungstag (ausschließlich) und danach ab dem jeweiligen Zinszahlungstag (einschließlich) bis zu dem nächstfolgenden Zinszahlungstag (ausschließlich).

#### § 4 RÜCKZAHLUNG

Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, wird jede Schuldverschreibung zu ihrem Nennbetrag am 14. Juni 2024 (der "**Endfälligkeitstag**") zurückgezahlt.

standing specified from time to time by the Issuer.

(3) *Accrual of Interest.* If the Issuer fails to redeem the Notes when due, interest shall accrue from and including the due date to but excluding the date of the actual redemption of the Notes at the default rate of interest established by law.<sup>2</sup>

(4) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(5) *Day Count Fraction.* "**Day Count Fraction**" means with regard to the calculation of interest on any Note for any period of time (the "**Calculation Period**") the actual number of days in the Calculation Period divided by the actual number of days in the respective Interest Period.

"**Interest Period**" means the period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and thereafter from and including each relevant Interest Payment Date to but excluding the next following Interest Payment Date.

#### § 4 REDEMPTION

Unless previously redeemed in whole or in part or purchased and cancelled, each Note shall be redeemed at its Principal Amount on 14 June 2024 (the "**Maturity Date**").

<sup>1</sup> Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 (1), 247 (1) Bürgerliches Gesetzbuch.

<sup>2</sup> The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time; §§ 288 (1), 247 (1) German Civil Code (*Bürgerliches Gesetzbuch*).

§ 5  
VORZEITIGE RÜCKZAHLUNG,  
RÜCKKAUF

- (1) *Vorzeitige Rückzahlung durch die Emittentin aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch eine Mitteilung an die Anleihegläubiger gemäß § 14 vorzeitig gekündigt und zum Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der in der Maßgeblichen Steuerjurisdiktion geltenden Steuer- oder Abgabengesetze und -vorschriften oder deren politischen Untergliederungen oder Steuerbehörden der Maßgeblichen Steuerjurisdiktion oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem Tag der Begebung der Schuldverschreibungen wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3(1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 definiert) verpflichtet sein wird.

Eine solche Kündigung ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine Erklärung in zusammengefasster Form enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umstände darlegt.

- (2) *Vorzeitige Rückzahlung nach Wahl der Anleihegläubiger aufgrund eines Kontrollwechsels.* Tritt ein Kontrollwechsel (wie nachstehend definiert) ein und kommt es innerhalb des Kontrollwechselzeitraums (wie nachstehend definiert) und aufgrund des Kontrollwechsels zu einer Absenkung des Ratings (wie nachstehend definiert) (zusammen, ein "**Rückzahlungsergebnis**"), dann hat jeder Anleihegläubiger das Recht (sofern nicht die Emittentin, bevor die

§ 5  
EARLY REDEMPTION,  
REPURCHASE

- (1) *Early Redemption by the Issuer for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations applicable in the Relevant Taxing Jurisdiction or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the issue date of the Notes, the Issuer is required to pay Additional Amounts (as defined in § 7) on the next succeeding Interest Payment Date (as defined in § 3(1)), the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Noteholders in accordance with § 14, at their Principal Amount together with interest accrued to but excluding the date fixed for redemption.

Any such notice shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer to redeem.

- (2) *Early Redemption at the option of the Noteholders for reasons of a Change of Control.* In the event that a Change of Control (as defined below) occurs and within the Change of Control Period (as defined below) a Rating Downgrade (as defined below) in respect of that Change of Control occurs (together a "**Put Event**"), each Noteholder will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives

nachstehend beschriebene Rückzahlungsmittelung gemacht wird, die Rückzahlung der Schuldverschreibungen nach § 5(1) angezeigt hat), die Rückzahlung seiner Schuldverschreibungen durch die Emittentin zum Nennbetrag, zuzüglich aufgelaufener Zinsen bis zum Wahl-Rückzahlungstag (ausschließlich) zu verlangen.

Unverzüglich nachdem die Emittentin von einem Rückzahlungsereignis Kenntnis erlangt, wird die Emittentin den Anleihegläubigern unter Einhaltung der Regelungen des § 14 Mitteilung vom Rückzahlungsereignis machen (eine "**Rückzahlungsmittelung**"), diese Mitteilung umfasst die Umstände des Rückzahlungsereignisses sowie das Verfahren für die Ausübung des in diesem § 5(2) genannten Wahlrechts.

Zur Ausübung dieses Wahlrechts muss der Anleihegläubiger innerhalb eines Zeitraums (der "**Rückzahlungszeitraum**") von 45 Tagen nach Veröffentlichung der Rückzahlungsmittelung der Hauptzahlstelle eine ordnungsgemäß ausgefüllte und unterzeichnete Ausübungserklärung in Textform übermitteln. In dieser Ausübungserklärung sind von dem jeweiligen ausübenden Anleihegläubiger (i) die Anzahl der Schuldverschreibungen, für die das Kündigungsrecht ausgeübt wird und (ii) die ISIN der Schuldverschreibungen (d.h. ISIN DE000A2YNQW7) anzugeben. Ein so ausgeübtes Wahlrecht kann nicht ohne vorherige Zustimmung der Emittentin widerrufen oder zurückgezogen werden.

Für Zwecke dieses Wahlrechts gelten folgende Begriffsbestimmungen:

"**Kontrollwechselzeitraum**" bezeichnet den Zeitraum, der (i) mit dem früheren der folgenden Ereignisse beginnt: (x) einer öffentlichen Bekanntmachung oder Erklärung der Emittentin oder einer relevanten Person hinsichtlich eines möglichen Kontrollwechsels oder (y) dem Tag der ersten öffentlichen

notice to redeem the Notes in accordance with § 5(1)) to require the Issuer to redeem the Notes held by him on the Optional Redemption Date at its Principal Amount together with interest accrued to but excluding the Optional Redemption Date.

Without undue delay upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a **Put Event Notice**) to the Noteholders in accordance with § 14 specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the option set out in this § 5(2).

In order to exercise such option, the Noteholder must deliver to the Principal Paying Agent a duly completed option exercise notice in text form within the period (the "**Put Period**") of 45 days after a Put Event Notice is given. In such exercise notice the relevant exercising Noteholder must state (i) the number of Notes in respect of which the redemption right will be exercised and (ii) the ISIN of the Notes (i.e. ISIN DE000A2YNQW7). No option so exercised may be revoked or withdrawn without the prior consent of the Issuer.

For the purposes of this option the following definitions shall apply:

"**Change of Control Period**" means the period (i) commencing on the earlier of (x) any public announcement or statement of the Issuer or any Relevant Person relating to any potential Change of Control or (y) the date of the first public announcement of the Change of Control having occurred and (ii) ending on the 120th day (inclusive) after the

Bekanntmachung des eingetretenen Kontrollwechsels und (ii) der am 120. Tag (einschließlich) nach dem Eintritt des Kontrollwechsels endet.

Ein "**Kontrollwechsel**" gilt immer dann als eingetreten, wenn eine Person oder mehrere Personen zusammen (die "**relevante(n) Person(en)**"), soweit diese im Sinne von § 34 Absatz 2 WpHG abgestimmt handeln, oder ein oder mehrere Dritte(r), die im Auftrag der relevanten Person(en) handeln, zu irgendeiner Zeit mittelbar oder unmittelbar (unabhängig davon, ob der Vorstand oder der Aufsichtsrat der Emittentin seine Zustimmung erteilt hat) mehr als 50 % der Stimmrechte der Emittentin halten oder erworben haben, vorausgesetzt, dass ein Kontrollwechsel dann nicht als eingetreten gilt, wenn alle Aktionäre der relevanten Person oder ein wesentlicher Teil davon bereits Aktionäre der Emittentin sind, oder unmittelbar vor dem Ereignis, welches ansonsten einen Kontrollwechsel darstellen würde waren und denselben (oder beinahe denselben) Anteil am Grundkapital der relevanten Person haben oder hatten wie am Grundkapital der Emittentin.

Eine "**Absenkung des Ratings**" liegt vor, wenn ein Kontrollwechsel eingetreten ist und, (a) innerhalb des Kontrollwechselzeitraums ein vorher für die Emittentin oder ein für die ausstehenden langfristigen Verbindlichkeiten der Emittentin vergebenes Rating einer Rating Agentur (i) zurückgezogen oder (ii) von einem Investment Grade Rating (BBB- von S&P bzw. BBB- von Fitch bzw. Baa3 von Moody's oder jeweils gleichwertig, oder besser) ("**Investment Grade Rating**") in ein non-Investment Grade Rating (BB+ von S&P bzw. BB+ von Fitch bzw. Ba1 von Moody's oder jeweils gleichwertig, oder schlechter) geändert oder (iii) (falls das für die langfristigen Verbindlichkeiten vergebene Rating einer Rating Agentur unterhalb des Investment Grade Ratings liegt) um einen ganzen Punkt (z.B. von BB+ nach BB von S&P oder von BB+ nach BB

occurrence of the relevant Change of Control.

A "**Change of Control**" shall be deemed to have occurred at each time (whether or not approved by the Management Board or Supervisory Board of the Issuer) that any person or persons jointly when ("**Relevant Person(s)**") acting in concert within the meaning of § 34(2) of the German Securities Trading Act (*Wertpapierhandelsgesetz*; WpHG) or any person or persons acting on behalf of any such Relevant Person(s), at any time directly or indirectly acquire(s) or come(s) to own more than 50 per cent. of the voting rights of the Issuer, provided that a Change of Control shall be deemed not to have occurred if all or substantially all of the shareholders of the Relevant Person are, or immediately prior to the event which would otherwise have constituted a Change of Control were, the shareholders of the Issuer with the same (or substantially the same) *pro rata* interest in the share capital of the Relevant Person as such shareholders have, or as the case may be had in the share capital of the Issuer.

A "**Rating Downgrade**" shall be deemed to have occurred if a Change of Control has occurred and (a) within the Change of Control Period any rating previously assigned to the Issuer or outstanding long-dated liabilities of the Issuer by any Rating Agency is (i) withdrawn or (ii) changed from an investment grade rating (BBB- by S&P or BBB- by Fitch or Baa3 by Moody's, or its equivalent for the time being, or better) ("**Investment Grade Rating**") to a non-investment grade rating (BB+ by S&P or BB+ by Fitch or Ba1 by Moody's, or its equivalent for the time being, or worse) (iii) (if the rating assigned to the longdated liabilities by any Rating Agency shall be below an Investment Grade Rating) lowered one full rating notch (e.g. from BB+ to BB by S&P or BB+ to BB by Fitch or Ba1 to Ba2 by Moody's or such similar lower of equivalent rating) or (b) if at the time of the

von Fitch oder Ba1 nach Ba2 von Moody's oder eine ähnliche Herabstufung eines gleichwertigen Ratings) abgesenkt wird oder (b) zur Zeit des Kontrollwechsels kein Rating für die Schuldverschreibungen oder die Emittentin vergeben ist und keine Rating Agentur während des Kontrollwechselzeitraums ein Investment Grade Rating für die Schuldverschreibungen vergibt.

"Wahl-Rückzahlungstag" ist der siebte Tag nach dem letzten Tag des Rückzahlungszeitraums.

- (3) *Vorzeitigen Rückzahlung nach Wahl der Emittentin.* Die Emittentin ist berechtigt, nach ihrer Wahl alle ausstehenden Schuldverschreibungen innerhalb des Zeitraums von 14. März 2024 (einschließlich) bis zum Endfälligkeitstag (ausschließlich) durch eine unwiderrufliche gemäß § 14 bekannt zu machende Erklärung unter Einhaltung einer Frist von nicht weniger als 30 und nicht mehr als 60 Tagen mit Wirkung zu dem von der Emittentin in der Bekanntmachung festgelegten Rückzahlungstermin zu kündigen und zum Nennbetrag zuzüglich bis zum Rückzahlungstermin (ausschließlich) aufgelaufenen Zinsen zur vorzeitigen Rückzahlung zurückzuzahlen.
- (4) *Vorzeitigen Rückzahlung durch die Emittentin bei geringem ausstehenden Gesamtnennbetrag.* Wenn 80 % oder mehr des Gesamtnennbetrags der dann ausstehenden Schuldverschreibungen gemäß § 5(2) zurückgezahlt oder anderweitig zurückgekauft und entwertet wurde, ist die Emittentin berechtigt, durch eine unwiderrufliche gemäß § 14 bekannt zu machende Erklärung unter Einhaltung einer Frist von nicht weniger als 30 und nicht mehr als 60 Tagen mit Wirkung zu dem von der Emittentin in der Bekanntmachung festgelegten Rückzahlungstermin nach ihrer Wahl alle ausstehenden Schuldverschreibungen zum Nennbetrag zuzüglich bis zum Rückzahlungstag

Change of Control, there is no rating assigned to the Notes or the Issuer and no Rating Agency assigns during the Change of Control Period an Investment Grade Rating to the Notes.

The "**Optional Redemption Date**" is the seventh day after the last day of the Put Period.

- (3) *Early redemption at the option of the Issuer.* The Issuer may call, at its option, the remaining Notes (in whole but not in part) within the period from 14 March 2024 (including) to the Maturity Date (excluding), by giving not less than 30 nor more than 60 days' notice to the Noteholders in accordance with § 14, with effect from the redemption date specified by the Issuer in the notice at the Principal Amount plus interest accrued to but excluding the date of such redemption.
- (4) *Clean-up Call.* If 80 per cent. or more of the aggregate principal amount of the Notes then outstanding have been redeemed pursuant to the provisions of § 5(2) or otherwise repurchased and cancelled, the Issuer may, by giving not less than 30 nor more than 60 days' notice to the Noteholders in accordance with § 14, call, at its option, the remaining Notes (in whole but not in part) with effect from the redemption date specified by the Issuer in the notice at the Principal Amount plus interest accrued to but excluding the date of such redemption.

(ausschließlich) aufgelaufenen Zinsen zur vorzeitigen Rückzahlung zu kündigen.

- (5) *Rückkauf.* Die Emittentin ist berechtigt, Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Hauptzahlstelle zwecks Entwertung eingereicht werden.

## § 6 ZAHLUNGEN

- (1) (a) *Zahlungen von Kapital.* Zahlungen von Kapital auf die Schuldverschreibungen erfolgen nach Maßgabe des § 6(2) an CBF oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber von CBF gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Schuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei der bezeichneten Geschäftsstelle der Hauptzahlstelle außerhalb der Vereinigten Staaten.
- (b) *Zahlungen von Zinsen.* Vorbehaltlich des nachstehenden Absatzes erfolgt die Zahlung von Zinsen auf Schuldverschreibungen nach Maßgabe von § 6(2) an CBF oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber von CBF.

Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach ordnungsgemäßer Bescheinigung gemäß § 1(3)(b). Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich.

- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in Euro.

- (5) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Principal Paying Agent for cancellation.

## § 6 PAYMENTS

- (1) (a) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to § 6(2) below, to CBF or to its order for credit to the accounts of the relevant account holders of CBF upon presentation and (except in the case of partial payment) surrender of the Global Note representing the Notes at the time of payment at the specified office of the Principal Paying Agent outside the United States.
- (b) *Payment of Interest.* Payment of interest on Notes shall be made, subject to the following paragraph and in accordance with § 6(2), to CBF or to its order for credit to the relevant account holders of CBF.

Payment of interest on Notes represented by a Temporary Global Note will be made only after due certification as provided for in § 1(3)(b) above. A separate certification shall be required in respect of each such payment of interest.

- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in Euro.

- (3) *Vereinigte Staaten.* Für die Zwecke des § 1(3) und des § 6(1) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des "District of Columbia") sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).
- (4) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an CBF oder dessen Order von ihrer Zahlungspflicht befreit.
- (5) *Geschäftstag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann hat der Anleihegläubiger keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort. Der Anleihegläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verschiebung zu verlangen. "**Geschäftstag**" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem (i) CBF und (ii) das Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET 2) oder ein Nachfolgesystem dazu Zahlungen abwickeln.
- (6) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Emissionsbedingungen auf Kapital der Schuldverschreibungen schließen sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge ein. Bezugnahmen in diesen Emissionsbedingungen auf Zinsen auf Schuldverschreibungen schließen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge ein.
- (7) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Mannheim Zins- oder Kapitalbeträge zu hinterlegen, die von Anleihegläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Anleihegläubiger sich nicht in Annahmeverzug befinden. Soweit
- (3) *United States.* For purposes of § 1(3) and § 6(1), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).
- (4) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, CBF.
- (5) *Business Day.* If the date for payment of any amount in respect of any Note is not a Business Day then the Noteholder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such postponement. "**Business Day**" means a day which is a day (other than a Saturday or a Sunday) on which both (i) CBF, and (ii) the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET 2) or any successor system thereto settle payments.
- (6) *References to Principal and Interest.* Reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include any other amounts which may be payable under or in respect of the Notes. Reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.
- (7) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Mannheim principal or interest not claimed by Noteholders within twelve months after the Maturity Date, even though such Noteholders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the

eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der betreffenden Anleihegläubiger gegen die Emittentin.

## § 7 STEUERN

- (1) Sämtliche auf die Schuldverschreibungen zu zahlenden Kapital- und Zinsbeträge sind durch die Emittentin ohne Einbehalt oder Abzug an der Quelle von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder im Namen eines Landes, in dem die Emittentin gegründet wurde, geschäftstätig, steuerlich ansässig oder grundsätzlich mit ihren Einkünften steuerpflichtig ist oder über das oder aus dem Zahlungen auf die Schuldverschreibungen geleistet werden, oder einer steuererhebungsberechtigten Gebietskörperschaft oder Steuerbehörde dieses Landes (jeweils eine "**Maßgebliche Steuerjurisdiktion**") auferlegt, erhoben oder eingezogen werden (nachstehend "**Quellensteuern**"). Wenn die Emittentin gesetzlich zu einem solchen Einbehalt oder Abzug verpflichtet ist, wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Anleihegläubigern zufließenden Nettobeträge nach einem solchen Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Anleihegläubigern empfangen worden wären; eine Verpflichtung zur Zahlung solcher zusätzlichen Beträge besteht jedoch nicht für solche Steuern oder Abgaben, die:
- (a) von einer als Depotbank oder Inkassobeauftragter des Anleihegläubigers handelnden Person zu entrichten sind oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin von den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug

right of withdrawal is waived, the respective claims of such Noteholders against the Issuer shall cease.

## § 7 TAXATION

- (1) All payments of principal and interest payable in respect of the Notes shall be made by the Issuer without any withholding or deduction at source for or on account of any present or future taxes or duties of whatever nature imposed, levied or occurred by way of withholding or deduction at source by or on behalf of any jurisdiction in which the Issuer is organised, engaged in business, resident for tax purposes or generally subject to tax on an income basis or through or from which payment on the Notes is made or any political subdivision or any authority thereof or therein having power to tax (each, a "**Relevant Taxing Jurisdiction**") (hereinafter the "**Withholding Tax**"). If the Issuer is required by law to make such withholding or deduction, the Issuer shall pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Noteholders after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction except that no such Additional Amounts shall be payable on account of any taxes or duties which:
- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Noteholder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer at source from payments of principal or interest made by it; or



oder Einbehalt an der Quelle vornimmt; oder

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| (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Anleihegläubigers zur Maßgeblichen Steuerjurisdiktion oder einem anderen Mitgliedsstaat der Europäischen Union zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Maßgeblichen Steuerjurisdiktion stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder | (b) are payable by reason of the Noteholder having, or having had, some personal or business connection with the Relevant Taxing Jurisdiction or another member state of the European Union and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Relevant Taxing Jurisdiction; or  |
| (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Europäische Union und/oder Maßgebliche Steuerjurisdiktion beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder    | (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the European Union and/or the Relevant Taxing Jurisdiction is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or |
| (d) von einer Zahlstelle abgezogen oder einbehalten werden, wenn eine andere Zahlstelle die Zahlung ohne einen solchen Abzug oder Einbehalt hätte leisten können; oder   | (d) are deducted or withheld by a paying agent from a payment if the payment could have been made by another Paying Agent without such deduction or withholding; or   |
| (e) nicht zu entrichten wären, wenn die Schuldverschreibungen bei einem Kreditinstitut verwahrt und die Zahlungen von diesem eingezogen worden wären; oder   | (e) would not be payable if the Notes had been kept in safe custody with, and the payments had been collected by, a banking institution; or   |
| (f) vermieden worden wären, wenn der Anleihegläubiger (bspw. bei der maßgeblichen Finanzbehörde) eine Nichtansässigkeits-Erklärung abgegeben hätte oder eine vergleichbare Ausnahme oder   | (f) would not be payable, if the Noteholder had made a declaration of non-residence or other similar claim for exemption (e.g. to the relevant tax authority); or   |

Befreiung geltend gemacht hätte;  
oder

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|---|--|
| <p>(g) aufgrund einer Rechtsänderung oder einer Änderung in der Rechtsanwendung zahlbar sind, die später als dreißig Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Mitteilung gemäß § 14 wirksam wird; oder</p> <p>(h) gemäß Abschnitt 1471 bis 1474 des U.S. Internal Revenue Code von 1986 in der jeweils geänderten Fassung oder aufgrund eines zwischen der Emittentin bzw. dem Land, in dem die Emittentin ihren Sitz hat und den Vereinigten Staaten oder der US-amerikanischen Finanzverwaltung abgeschlossenen Vertrages, erhoben wurden.</p> | <p>(g) are payable by reason of a change in law or practice that becomes effective more than thirty days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § 14, whichever occurs later; or</p> <p>(h) are levied pursuant to sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 as amended or pursuant to an agreement entered into between the Issuer or, as the case may be, the the country, where the Issuer's registered office is located and the United States.</p> |
|---|--|
- (2) Die in der Bundesrepublik Deutschland geltende Kapitalertragsteuer und der darauf erhobene Solidaritätszuschlag sind keine Quellensteuer im oben genannten Sinn.
- (2) The tax on interest payments (*Kapitalertragsteuer*) and the solidarity surcharge (*Solidaritätszuschlag*) imposed thereon do not constitute such a Withholding Tax on interest payment as described above.

### § 8

#### VORLEGUNGSFRIST, VERJÄHRUNG

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre abgekürzt. Die Verjährungsfrist für Ansprüche aus den Schuldverschreibungen (Zahlungen von Kapital und Zinsen), die innerhalb der Vorlegungsfrist zur Zahlung vorgelegt wurden, beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

### § 9

#### KÜNDIGUNG

- (1) *Kündigungsgründe.* Jeder Anleihegläubiger ist berechtigt, seine Schuldverschreibungen zu kündigen und deren sofortige Rückzahlung zum Nennbetrag, zuzüglich etwaiger bis zum Tage der Rückzahlung

### § 8

#### PRESENTATION PERIOD

The presentation period provided in § 801(1), sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*; BGB) is reduced to ten years for the Notes. The period of limitation for claims under the Notes (payment of principal and interest) presented during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

### § 9

#### EVENTS OF DEFAULT

- (1) *Events of Default.* Each Noteholder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Principal Amount, together with accrued interest (if any) to but excluding the date of repayment, in the event that:

(ausschließlich) aufgelaufener Zinsen zu verlangen, falls:

- |     |   |     |   |
|-----|---|-----|---|
| (a) | die Emittentin Kapital oder Zinsen nicht innerhalb von 20 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder  | (a) | the Issuer fails to pay principal or interest within 20 days from the relevant due date; or   |
| (b) | die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen, einschließlich der Verpflichtungen nach § 10, unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 30 Tage fort dauert, nachdem die Hauptzahlstelle hierüber eine Benachrichtigung von einem Anleihegläubiger erhalten hat; oder  | (b) | the Issuer fails to duly perform any other obligation arising from the Notes, including the covenants pursuant to § 10, and such failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 30 days after the Principal Paying Agent has received notice thereof from a Noteholder, or   |
| (c) | (i) die Emittentin oder eine Wesentliche Tochtergesellschaft mit der Erfüllung einer Verpflichtung zur Zahlung von Kapital, Zinsen oder einem etwaigen anderen Betrag aus einer Finanzverbindlichkeit (wie nachstehend definiert), mit einer Mindestlaufzeit von einem Jahr und einem Mindestbetrag in Höhe von EUR 30.000.000, die von der Emittentin oder der Wesentlichen Tochtergesellschaft aufgenommen, begeben oder garantiert wurde, oder für die die Emittentin oder die Wesentliche Tochtergesellschaft anderweitig die Haftung übernommen hat, in Verzug gerät; oder | (c) | (i) the Issuer or a Material Subsidiary fails to comply in a timely manner with its obligation to pay principal, interest or any amount under any Financial Indebtedness (as defined below) borrowed or raised or guaranteed by the Issuer or a Material Subsidiary or for which the Issuer or a Material Subsidiary has otherwise assumed liability with a minimum term of one year and with a minimum amount of EUR 30,000,000 issued or guaranteed by the Issuer or a Material Subsidiary or for which the Issuer or a Material Subsidiary has otherwise assumed liability; or |
|     | (ii) ein Gläubiger die Finanzverbindlichkeit aufgrund des Zahlungsverzuges der Emittentin oder der  | (c) | (ii) a creditor has declared the Financial Indebtedness due and payable prior to its state maturity as a result of a payment default ( <i>Verzug</i> ) by   |

Wesentlichen Tochtergesellschaft oder aus einem anderen Grund vorzeitig fällig gestellt hat;

dabei gilt jedoch, dass kein Kündigungsgrund gemäß diesem § 9(1)(c) vorliegt, wenn eine Finanzverbindlichkeit einer nach dem Ausgabebetrag der Schuldverschreibungen von der Emittentin (einschließlich einer Wesentlichen Tochtergesellschaft) erworbenen Wesentlichen Tochtergesellschaft, oder eine Finanzverbindlichkeit, für die eine solche erworbene Wesentliche Tochtergesellschaft aufgrund einer Garantie oder anderweitig haftet, vorzeitig fällig gestellt, aber innerhalb eines Zeitraums von drei Monaten nach Abschluss des Erwerbs vollständig zurückgeführt wurde; oder

- (d) die Emittentin oder eine Wesentliche Tochtergesellschaft ihre Zahlungsunfähigkeit bekanntgibt oder ihre Zahlungen einstellt; oder
- (e) ein zuständiges Gericht ein Insolvenzverfahren gegen die Emittentin oder eine Wesentliche Tochtergesellschaft eröffnet, oder die Emittentin oder eine Wesentliche Tochtergesellschaft oder eine Aufsichts- oder sonstige Behörde, deren Zuständigkeit die Emittentin oder eine Wesentliche Tochtergesellschaft unterliegt, ein solches Verfahren einleitet oder beantragt oder die Emittentin oder eine Wesentliche Tochtergesellschaft (mit Ausnahme von Zweckgesellschaften) eine allgemeine Schuldenregelung zugunsten ihrer Gläubiger anbietet oder trifft (mit Ausnahme von solchen nach dem SchVG (wie in § 15 (1) definiert)); oder

the Issuer or a Material Subsidiary or for any other reason;

provided that no event of default shall occur under this § 9(1)(c), if any Financial Indebtedness of a Material Subsidiary acquired by the Issuer or by any other of its Material Subsidiaries after the date of the issue of the Notes, or any Financial Indebtedness for which such acquired Material Subsidiary has granted a guarantee or has otherwise assumed liability, has been declared due and payable prior to its stated maturity but has been repaid in full by no later than the end of a period of three month following the closing of such acquisition; or

- (d) the Issuer or a Material Subsidiary announces its inability to meet its financial obligations or ceases its payments; or
- (e) a competent court opens insolvency proceedings against the Issuer or a Material Subsidiary or the Issuer or a Material Subsidiary or other authority which has jurisdiction over the Issuer or a Material Subsidiary institutes or applies for such proceedings or the Issuer or a Material Subsidiary (excluding special purpose vehicles) offers or makes an arrangement for the benefit of its creditors (excluding such arrangements pursuant to the SchVG (as defined in § 15 (1))); or

- (f) die Emittentin aufgelöst oder liquidiert wird, es sei denn, dass die Auflösung oder Liquidation im Zusammenhang mit einer Verschmelzung oder einem sonstigen Zusammenschluss mit einem anderen Rechtsgebilde erfolgt, sofern dieses andere Rechtsgebilde alle Verbindlichkeiten der Emittentin aus den Schuldverschreibungen übernimmt; oder
- (g) die Emittentin ihren Geschäftsbetrieb einstellt oder damit droht.

"Finanzverbindlichkeit" bezeichnet

- (i) die ungetilgten Kapitalbeträge aller Gelder, die als Darlehen gegenüber Kreditinstituten geschuldet werden;
- (ii) die ungetilgten Kapitalbeträge aller Schuldscheindarlehen; und
- (iii) die ungetilgten Kapitalbeträge aller Schuldverschreibungen, Anleihen oder ähnlicher Instrumente.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

- (2) *Quorum für Einzelkündigungen.* In den Fällen des § 9(1)(b) und/oder § 9(1)(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 9(1)(a) und § 9(1)(d) bis (g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Hauptzahlstelle Kündigungserklärungen von Anleihegläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens 10 % der dann ausstehenden Schuldverschreibungen eingegangen sind.

*Zur Klarstellung:* Dies stellt keine Regelungen im Sinne des § 5 Abs. 5 SchVG (wie in § 15(1) definiert) dar.

- (3) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß § 9(1) ist

- (f) the Issuer is dissolved or liquidated, unless such dissolution or liquidation is made in connection with a merger, consolidation or other combination with any other entity, provided that such other entity assumes all obligations of the Issuer arising under the Notes; or

- (g) the Issuer ceases or threatens to cease to carry on its business.

"Financial Indebtedness" means:

- (i) the outstanding principal amount of all moneys owed to credit institutions;
- (ii) the outstanding principal amount of any Schuldschein loan payable; and
- (iii) the outstanding principal amount of any bonds, notes, loan stock or other similar instruments.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

- (2) *Quorum for individual notices.* In the events specified in § 9(1)(b) and/or § 9(1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in § 9(1)(a) and § 9(1)(d) through (g) entitling Noteholders to declare their Notes due has occurred, become effective only when the Principal Paying Agent has received such notices from the Noteholders of at least 10 per cent. in aggregate principal amount of Notes then outstanding.

*For the avoidance of doubt:* This shall not constitute a provision within the meaning of § 5(5) SchVG (as defined in § 15(1)).

- (3) *Notice.* Any notice, including any notice declaring Notes due in accordance with § 9(1), shall be made by means of a written

schriftlich in deutscher oder englischer Sprache gegenüber der Hauptzahlstelle zu erklären und in Textform an deren bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Anleihegläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § 16(3) definiert) oder auf andere geeignete Weise erbracht werden.

### § 10

#### Verpflichtungserklärungen

- (1) *Beschränkungen der Eingehung von Finanzverbindlichkeiten durch Tochtergesellschaften*
- (a) Die Emittentin stellt sicher, dass die gesamten Finanzverbindlichkeiten (wie in § 9 Absatz 1 definiert, wobei eine Verbindlichkeit aus einem Hybriden Instrument (wie nachfolgend definiert) für die Zecke dieses § 10 nicht als Finanzverbindlichkeit behandelt wird) (mit Ausnahme der nach Absatz (b) zulässigen Finanzverbindlichkeiten) aller Mitglieder der Gruppe (mit Ausnahme der Emittentin und mit Ausnahme eines SPV, soweit die Finanzverbindlichkeit des SPV auf Non-Recourse-Basis (wie nachfolgend definiert) ist) bei Konsolidierten Tochtergesellschaften, die keine Finanzierungsgesellschaften sind, den höheren Betrag von EUR 100.000.000 (oder dessen Gegenwert in einer anderen Währung oder anderen Währungen) und einen Betrag von fünfzehn Prozent der gesamten Finanzverbindlichkeiten der Emittentin und ihrer Konsolidierten Tochtergesellschaften (mit

declaration in the German or English language delivered in text form to the specified office of the Principal Paying Agent together with proof that such Noteholder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 16(3)) or in another appropriate manner.

### § 10

#### Covenants

- (1) *Limitations on incurrence of Financial Indebtedness by Subsidiaries*
- (a) The Issuer shall ensure that the aggregate Financial Indebtedness (as defined in § 9 (1), provided that for the purposes of this § 10 any liability under any Hybrid Instrument (as defined below) shall not be treated as Financial Indebtedness) (other than Financial Indebtedness permitted under subparagraph (b) below) of all members of the Group (other than the Issuer and other than any SPV to the extent such Financial Indebtedness of an SPV is incurred on a non-recourse basis (as defined below)) do not at any time exceed in the case of Consolidated Subsidiaries other than a Finance Entity the higher of EUR 100,000,000 (or its equivalent in another currency or currencies) and an amount equal to fifteen per cent. of the aggregate Financial Indebtedness of the Issuer and its Consolidated Subsidiaries (other than Financial Indebtedness by an SPV incurred on a non-recourse basis) on a consolidated basis.

Ausnahme der Finanzverbindlichkeiten eines SPV auf Non-Recourse-Basis) auf konsolidierter Basis zu keinem Zeitpunkt überschreitet.

(b) Der vorstehende Absatz (a) gilt nicht für:

(i) Finanzverbindlichkeiten einer Konsolidierten Tochtergesellschaft gegenüber einem anderen Mitglied der Gruppe;

(ii) jegliche Finanzverbindlichkeiten eines Unternehmens, das nach dem Ausgabetag Tochterunternehmen der Emittentin wird und das im nächsten folgenden Konzernabschluss der Emittentin konsolidiert wird, wenn diese Finanzverbindlichkeiten vor dem Datum entstehen, an dem das jeweilige Unternehmen Tochterunternehmen der Emittentin geworden ist;

(iii) jegliche Finanzverbindlichkeiten, die einem SPV zur Überbrückung von gestundeten Eigenkapitalzuführungen entstehen.

(b) *Aussetzung der Beschränkungen der Eingehung von Finanzverbindlichkeiten durch Tochtergesellschaften.*

(i) Falls an einem Tag nach dem Ausgabetag dieser Schuldverschreibungen:

(A) die Emittentin ein Investment Grade Rating (wie oben definiert) mindestens einer Ratingagentur hat; und

(b) Paragraph (a) above does not apply to:

(i) Financial Indebtedness owed by any Consolidated Subsidiary to another member of the Group;

(ii) any Financial Indebtedness by an entity which has or will become a Subsidiary of the Issuer after the Issue Date and which has been or will be consolidated in the Issuer's (next following) consolidated financial statements, where such Financial Indebtedness has been or will be incurred prior to the date on which the respective entity has or will have become a Subsidiary of the Issuer;

(iii) any Financial Indebtedness incurred by an SPV for the purposes of bridging deferred equity injections.

(b) *Suspension of Limitations on incurrence of Financial Indebtedness by Subsidiaries.*

(i) If on any date following the Issue Date of these Notes:

(A) the Issuer has an Investment Grade Rating (as defined above) by at least one Rating Agency; and

(B) kein Kündigungsgrund (wie in § 9 definiert) unter diesen Emissionsbedingungen eingetreten ist und andauert (die vorstehenden Bedingungen werden zusammen als die "**Aussetzungsbedingungen**" bezeichnet);

dann, beginnend an diesem Tag und vorbehaltlich der Bestimmungen des folgenden Absatzes, wird § 10 Absatz 1 Buchstabe a dieser Emissionsbedingungen ausgesetzt.

Ungeachtet dessen, falls die Emittentin nach Erfüllung der Aussetzungsbedingungen für einen Zeitraum nicht den Beschränkungen der Eingehung von Finanzverbindlichkeiten durch Tochtergesellschaften unterliegt und anschließend die Emittentin das Investment Grade Rating verliert, dann unterliegt die Emittentin wieder § 10 Absatz 1 Buchstabe a.

(ii) Ungeachtet des Vorstehenden lösen im Falle einer Wiederherstellung nach § 10 Absatz 1 (a) keinerlei Handlungen oder Unterlassungen der Emittentin oder einer Tochtergesellschaft vor einer solchen Wiederherstellung einen Verzug oder einen Kündigungsgrund gemäß diesen Emissionsbedingungen aus, und alle während des Zeitraums (der "**Aussetzungszeitraum**") ab

(B) no event of default (as defined in § 9) has occurred and is continuing under these Terms and Conditions (the foregoing conditions being referred to collectively as the "**Suspension Condition**");

then, beginning on that day and subject to the provisions of the following paragraph, § 10(1)(a) of these Terms and Conditions will be suspended.

Notwithstanding the foregoing, if the Issuer is not subject to the Limitations on incurrence of Financial Indebtedness by Subsidiaries with respect to the Notes for any period of time as a result of the Suspension Condition having been met and, subsequently, the Issuer ceases to have an Investment Grade Rating, then the Issuer will again be subject to § 10(1)(a).

(ii) Notwithstanding the foregoing, in the event of any such reinstatement of § 10(1)(a), no action taken or omitted to be taken by any Consolidated Subsidiary prior to such reinstatement will give rise to any default or event of default under these Terms and Conditions, and all Financial Indebtedness incurred during the period (the "**Suspension Period**") from an Investment Grade Status Commencement Date to the Investment Grade



einem Anfangstag des Investment-Grade-Status bis zum Endtag des Investment-Grade-Status eingegangenen Finanzverbindlichkeiten unterliegen nicht der Beschränkung gemäß § 10 Absatz 1 Buchstabe a.

Dies gilt jedoch nicht für Verlängerungen und/oder Restrukturierungen von solchen während des Aussetzungszeitraums eingegangenen Verbindlichkeiten nach dem Endtag des Investment Grade-Status.

Darüber hinaus ist es für die Tochtergesellschaften im Falle einer solchen Wiederherstellung zulässig, jegliche vertragliche Verpflichtungen zu erfüllen oder Handlungen vorzunehmen, ohne dass dadurch ein Verzug oder ein Kündigungsgrund gemäß diesen Emissionsbedingungen ausgelöst wird, insoweit diese vertraglichen Verpflichtungen während des Aussetzungszeitraums und nicht im Vorfeld des Eintritts eines Endtags des Investment-Grade-Status eingegangen wurden.

**"Anfangstag des Investment Grade-Status"** bezeichnet den Tag (einschließlich), an dem die Emittentin ein Investment Grade-Rating erhält.

**"Endtag des Investment Grade-Status"** bezeichnet den Tag (einschließlich), ab dem die Emittentin kein

Status End Date, will be exempted from the limitation pursuant to § 10(1)(a).

However, this does not apply to extensions and/or restructurings of such indebtedness entered into during the Suspension Period after the Investment Grade Status End Date.

In addition, in the event of any such reinstatement, the Subsidiaries will be permitted, without causing a default or event of default under these Terms and Conditions, to honor any contractual commitments or take any actions, as long as the contractual commitments were entered into during the Suspension Period and not in anticipation of the occurrence of an Investment Grade Status End Date.

**"Investment Grade Status Commencement Date"** means the day (including) on which the Issuer is assigned an Investment Grade Rating.

**"Investment Grade Status End Date"** means the day (including) on which the

Investment Grade-Rating mehr hat.

Issuer ceases to have assigned an Investment Grade Rating.

- (2) *Berichte.* Solange Schuldverschreibungen ausstehen, veröffentlicht die Emittentin auf ihrer Internetseite innerhalb von 120 Tagen nach dem Ende jedes ihrer Geschäftsjahres einen Jahresgeschäftsbericht, der einen geprüften Konzernabschluss nach den in der EU anwendbaren International Financial Reporting Standards (IFRS) und einen Lagebericht nach § 315 HGB beinhaltet.

- (2) *Reports.* For so long as any Notes are outstanding, the Issuer shall publish on its website, within 120 days after the end of each of the Issuer's fiscal years, an annual report containing audited consolidated financial statements in accordance with IFRS as adopted by the EU and a management report in accordance with section 315 of the German Commercial Code (*Handelsgesetzbuch*).

Zusätzlich zu den Anforderungen nach IFRS und HGB soll der Lagebericht zum Konzernabschluss Angaben enthalten über die Einhaltung der Verpflichtungserklärungen zu "*Beschränkungen der Eingehung von Finanzverbindlichkeiten durch Tochtergesellschaften*" durch die Emittentin.

In addition to the requirements of IFRS and of the German Commercial Code (*Handelsgesetzbuch*) the management report to the consolidated financial statements should include information on compliance by the Issuer with the covenants "*Limitations on incurrence of Financial Indebtedness by Subsidiaries*".

- (3) *Definitionen*

"**Finanzierungsgesellschaft**" bezeichnet eine Konsolidierte Tochtergesellschaft, deren einziger Zweck darin besteht, Finanzmittel für die Gruppe zu beschaffen und den Mitgliedern der Gruppe Finanzierungen und damit verbundene Dienstleistungen zur Verfügung zu stellen.

- (3) *Definitions*

"**Finance Entity**" means any Consolidated Subsidiary the sole purpose of which is raising finance for the Group and the granting of financing and related services to members of the Group.

"**Finanzverbindlichkeiten eines SPV auf Non-Recourse Basis**" bezieht sich auf Finanzverbindlichkeiten eines SPV, die nicht Gegenstand einer Garantie, Freistellung oder anderen Form einer Zusicherung, Zusage oder Unterstützung durch ein anderes Mitglied der Gruppe sind, mit Ausnahme von (i) Finanzierungen zur Überbrückung von gestundeten Eigenkapitalzuführungen des ursprünglich festgelegten Eigenkapitals des betreffenden SPV, (ii) ursprünglich festgelegtem Eigenkapital oder nachrangigen Verbindlichkeiten und/oder (iii) einer von einer Bank oder einem Finanzinstitut auf Verlangen eines anderen Mitglieds der Gruppe und/oder eines anderen Mitglieds der Gruppe abgegebenen Bietungsgarantie,

"**Financial Indebtedness of an SPV incurred on a non-recourse basis**" is a reference to Financial Indebtedness of an SPV which are not the subject of a guarantee, indemnity or other form, of assurance, undertaking or support from any other member of the Group other than, as the case may be (i) financings bridging any deferred injection of the originally stipulated equity of the relevant SPV, (ii) any originally stipulated equity or subordinated debt, and/or (iii) any tender guarantee issued by a bank or financial institution at the request of any other member of the Group and/or such other member of the Group in each case guaranteeing obligations of such Subsidiary

die jeweils die Verpflichtungen dieser Tochtergesellschaft garantiert, die im Rahmen oder im Zusammenhang mit einem Ausschreibungsverfahren entstehen.

"**Gruppe**" bezeichnet die Emittentin und deren jeweilige Tochtergesellschaften.

"**Hybrides Instrument**" ist jede von der Emittentin oder einer Finanzierungsgesellschaft ausgegebene Kapitalmarktverbindlichkeit für die zum Zeitpunkt der Ausgabe des Instruments von einer Ratingagentur eine Eigenkapitalanrechnung von mind. 50% festgelegt wurde, vorausgesetzt, dass, wenn dieses Instrument von einer Finanzierungsgesellschaft ausgegeben wird, Zahlungsansprüche aus einer von einem Mitglied der Gruppe für dieses Instrument gegebenen Garantie und aus jedem Darlehen, mit dem die Erträge aus diesem Hybriden Instrument von der betreffenden Finanzierungsgesellschaft an ein Mitglied der Gruppe weitergeleitet werden, gegenüber den Ansprüchen aller nicht nachrangigen Gläubiger des/der betreffenden Mitglied(s) der Gruppe nachrangig sind.

"**IFRS**" bezeichnet die nach der EU anwendbaren International Financial Reporting Standards des International Accounting Standards Board in jeweils geltender Fassung.

"**Konsolidierte Tochtergesellschaft**" bezeichnet jedes Mitglied der Gruppe, das im letzten geprüften Jahresabschluss oder gegebenenfalls im ungeprüften konsolidierten Zwischenbericht der Emittentin als konsolidiertes Tochterunternehmen bezeichnet wird.

"**Konsortialkreditvertrag**" bezeichnet einen revolving Kreditvertrag mit einem Gesamtbetrag von EUR 300.000.000 (mit einer Erhöhungsoption der Gesamtkreditzusage auf bis zu EUR 400.000.000) an Verpflichtungsermächtigungen, ursprünglich datiert auf den 2. Juni 2017

incurred pursuant to or in connection with a bid process (*Ausschreibung*).

"**Group**" means the Issuer and its Subsidiaries.

"**Hybrid Instrument**" means any Capital Market Indebtedness issued by the Issuer or a Finance Entity to which was assigned an equity credit of at least 50 per cent. by any Rating Agency at the time when the instrument is issued provided that if such instrument is issued by a Finance Entity any payment claims under any guarantee given by any member of the Group in respect of such instrument and any loan by which the proceeds from such hybrid instrument are on-lent by the relevant Finance Entity to any member of the Group are subordinated to the claims of all unsubordinated creditors of the relevant member(s) of the Group.

"**IFRS**" means the International Financial Reporting Standards as adopted by the European Union and as published by the International Accounting Standards Board, as in effect from time to time.

"**Consolidated Subsidiary**" means any member of the Group referred to as consolidated subsidiary in the most recent annual audited consolidated financial statements or, as the case may be, unaudited consolidated interim reports of the Issuer.

"**Senior Facilities Agreement**" means a revolving credit facilities agreement with a total commitment amount of EUR 300,000,000 (with an increase option of the total commitment to up to EUR 400,000,000) originally dated 2 June 2017 and as further amended and/or restated from time to time).

und von Zeit zu Zeit geändert und/oder berichtigt in der jeweils geltenden Fassung.

"SPV" bezeichnet jede unmittelbare oder mittelbare Tochtergesellschaft der Emittentin, die ausschließlich zu dem Zweck gegründet wurde:

- (a) Immobilien und/oder Erneuerbare-Energien-Projekte zu erwerben, zu entwickeln, und/oder zu renovieren bzw. zu betreiben und/oder öffentliche und/oder sonstige Konzessionen einzuholen, zu bewirtschaften bzw. auf eine andere Weise zu nutzen (ein "**Operativ Tätiges SPV**"), oder
- (b) Aktien oder Anteile an einem Operativ Tätigen SPV zu halten und/oder diesem Eigenkapital oder nachrangige Schuldtitel zur Verfügung zu stellen ("**Holding-SPV**"),

und deren Verbindlichkeiten nicht mit einer Garantie, Freistellungsverpflichtung oder sonstigen Form der Zusicherung, Verpflichtungserklärung oder Unterstützung durch ein anderes Mitglied der Gruppe abgesichert sind; hiervon ausgenommen sind:

- (i) Finanzierungen zur Überbrückung einer gestundeten Einlagen im Hinblick auf die Erbringung des ursprünglich vereinbarten Eigenkapitals des jeweiligen SPV;
- (ii) Eigenkapital oder nachrangige Schuldtitel, die ursprünglich vereinbart wurden, und/oder
- (iii) eine von einem anderen Mitglied der Gruppe oder auf dessen Anfrage von einer Bank oder einem Finanzinstitut gewährte Bietungs- oder Ausschreibungsgarantie, die jeweils die Verbindlichkeiten der betreffenden Tochtergesellschaft garantiert, die diese im Rahmen oder im Zusammenhang mit einer Ausschreibung eingegangen ist.

"SPV" means each direct or indirect Subsidiary of the Issuer established for the sole purpose of:

- (a) acquiring, developing, refurbishing and/or operating real estate and/or renewable energy projects and/or obtaining, operating or otherwise exploiting public and/or other concessions (an "**Operating SPV**"); or
- (b) holding the shares or interest in and/or providing equity or subordinated debt to an Operating SPV ("**Holding SPV**"),

and, in each case, whose obligations are not the subject of a guarantee, indemnity or any other form of assurance, undertaking or support from any other member of the Group other than, as the case may be:

- (i) financings bridging any deferred injection of the originally stipulated equity of the relevant SPV;
- (ii) any originally stipulated equity or subordinated debt, and/or
- (iii) any tender guarantee issued by a bank or financial institution at the request of any other member of the Group and/or such other member of the Group in each case guaranteeing obligations of such Subsidiary incurred pursuant to or in connection with a bid process (*Ausschreibung*).

**§ 11**  
**HAUPTZAHLSTELLE**

- (1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellte Hauptzahlstelle und deren anfänglich bezeichnete Geschäftsstelle lautet wie folgt:

Deutsche Bank Aktiengesellschaft  
Taunusanlage 12  
60325 Frankfurt am Main  
Bundesrepublik Deutschland

Die Hauptzahlstelle ist berechtigt, jederzeit die bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in demselben Land zu ersetzen.

- (2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Hauptzahlstelle zu ändern oder zu beenden und eine andere Hauptzahlstelle oder eine oder mehrere zusätzliche Zahlstellen zu bestellen. Die Emittentin wird jederzeit (i) eine Hauptzahlstelle unterhalten und (ii) eine Zahlstelle (die die Hauptzahlstelle sein kann) mit bezeichneter Geschäftsstelle in einer kontinentaleuropäischen Stadt unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Anleihegläubiger hierüber gemäß § 14 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.
- (3) *Beauftragte der Emittentin.* Die Hauptzahlstelle und jede etwaige Zahlstelle handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Anleihegläubigern; es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Anleihegläubigern begründet.

**§ 12**  
**ERSETZUNG**

- (1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, ohne Zustimmung der

**§ 11**  
**PRINCIPAL PAYING AGENT**

- (1) *Appointment; Specified Offices.* The initial Principal Paying Agent and its initial specified offices is:

Deutsche Bank Aktiengesellschaft  
Taunusanlage 12  
60325 Frankfurt am Main  
Federal Republic of Germany

The Principal Paying Agent has the right at any time to change its specified office to some other specified office in the same country.

- (2) *Change or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent and to appoint another Principal Paying Agent or on or more other additional paying agents. The Issuer shall at all times maintain (i) a Principal Paying Agent and (ii) a paying agent (which may be the Principal Paying Agent) with a specified office in a continental European city. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with § 14.
- (3) *Agents of the Issuer.* The Principal Paying Agent and any paying agent act solely as agents of the Issuer and do not have any obligations towards or relationship of agency or trust to any Noteholder.

**§ 12**  
**SUBSTITUTION**

- (1) *Substitution.* The Issuer may, without the consent of the Noteholders at any time

Anleihegläubiger an ihrer Stelle eine Tochtergesellschaft als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit den Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

- (a) kein Verzug in Bezug auf die Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen vorliegt;
- (b) die Emittentin und die Nachfolgeschuldnerin einen Vertrag zugunsten jedes Anleihegläubigers als begünstigtem Dritten gemäß § 328 Absatz 1 BGB abgeschlossen haben, in dem sich die Nachfolgeschuldnerin verpflichtet hat, an die Regelungen dieser Emissionsbedingungen und des Zahlstellenvertrages mit der Hauptzahlstelle für diese Schuldverschreibungen als Schuldnerin in Bezug auf die Schuldverschreibungen gebunden zu sein;
- (c) die Emittentin und die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten haben und berechtigt sind, an die Hauptzahlstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge, in der hierin festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, Quellensteuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;
- (d) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Anleihegläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen,

substitute for the Issuer any Subsidiary as principal debtor in respect of all obligations arising from or in connection with the Notes (the "**Substitute Debtor**") provided that:

- (a) no payment of principal of or interest on any of the Notes is in default;
- (b) the Issuer and the Substituted Debtor have entered into an agreement in favour of each Noteholder as third party beneficiary pursuant to § 328(1) of the German Civil Code (*Bürgerliches Gesetzbuch*; BGB) in which the Substituted Debtor has undertaken to be bound by these Terms and Conditions and the provisions of the agency agreement with the principal paying agent hereunder as the debtor in respect of the Notes;
- (c) the Issuer and the Substitute Debtor have obtained all necessary authorisations and may transfer to the Principal Paying Agent in the currency required hereunder and without being obligated to deduct or withhold any Withholding Taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (d) the Substitute Debtor has agreed to indemnify and hold harmless each Noteholder against any tax, duty, assessment or governmental charge imposed on such Noteholder as a consequence of such substitution;

die einem Anleihegläubiger in Folge der Ersetzung auferlegt werden;

- |   |  |
|---|--|
| (e) die Nachfolgeschuldnerin, falls sie ihren Sitz in einem anderen Land als Deutschland hat, einen Zustellungsbevollmächtigten mit Sitz in Deutschland für Rechtsstreitigkeiten vor deutschen Gerichten bestellt hat;  | (e) the Substitute Debtor, if a foreign company, has appointed an authorised agent domiciled in Germany for accepting services of process ( <i>Zustellungsbevollmächtigter</i> ) for any legal disputes before German courts;  |
| (f) die Emittentin unbedingt und unwiderruflich die Verpflichtungen der Nachfolgeschuldnerin gegenüber den Anleihegläubigern auf nicht-nachrangiger Basis garantiert; und   | (f) the Issuer irrevocably and unconditionally guarantees on unsubordinated basis in favour of each Noteholder such obligations of the Substitute Debtor; and  |
| (g) die Nachfolgeschuldnerin der Hauptzahlstelle als Vollzugsvoraussetzung der Schuldnerersatzvereinbarung ein Rechtsgutachten einer international angesehenen Rechtsanwaltskanzlei vorlegt, das (vorbehaltlich marktüblicher Annahmen und Qualifikationen) die Erfüllung der Bestimmungen in den § 12(1)(a), (b), (c), (d) und (e) und die Rechtswirksamkeit der Garantie bestätigt. | (g) the Substitute Debtor delivers to the Principal Paying Agent as a condition precedent for the substitution of the Issuer, a legal opinion of an internationally reputable law firm confirming (subject to market standard assumptions and qualifications) that § 12(1)(a), (b), (c), (d) and (e) above have been satisfied and that the guarantee to is legally valid and enforceable. |
- (2) *Bekanntmachung.* Jede Ersetzung ist gemäß § 14 bekannt zu machen.
- (3) *Änderung von Bezugnahmen.* Im Fall einer solchen Ersetzung gilt jede Bezugnahme in diesen Emissionsbedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin.

Dies gilt nur insoweit, als sich nicht aus Sinn und Zweck der jeweiligen Bedingung ergibt, dass die Bezugnahme entweder weiterhin nur auf die Bilfinger SE erfolgen soll, oder dass die Bezugnahme auf die Nachfolgeschuldnerin und gleichzeitig auch auf die Bilfinger SE im Hinblick auf deren Verpflichtungen aus der Garantie gemäß § 12(1)(f) erfolgen soll.

This shall apply only to the extent that the meaning and purpose of the relevant condition requires that the relevant reference shall continue to be a reference only to Bilfinger SE, or that the reference shall be to the Substitute Debtor and Bilfinger SE, in relation to its obligations under the guarantee in accordance with § 12(1)(f), at the same time.

Insbesondere gilt im Fall einer Ersetzung Folgendes:

- (a) in der Definition "Maßgebliche Steuerjurisdiktion" gilt eine zusätzliche Bezugnahme auf das Land, in dem die Bilfinger SE gegründet wurde, geschäftstätig, steuerlich ansässig oder grundsätzlich mit ihren Nettoeinkünften steuerpflichtig ist oder über das oder aus dem Zahlungen auf die Garantie nach § 12(1)(f) geleistet werden, oder einer steuererhebungsberechtigten Gebietskörperschaft oder Steuerbehörde dieses Landes, als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin); und
  - (b) in § 2(2), § 5(2) und § 9(1)(b) bis § 9(1)(g) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).
- (4) In § 9 gilt ein weiterer Kündigungsgrund als aufgenommen, der dann besteht, wenn die Garantie gemäß § 12(1)(f) mit rechtskräftiger Entscheidung eines zuständigen Gerichts für nicht vollumfänglich wirksam erklärt wird, oder die Garantin einen Mangel der Wirksamkeit behauptet und dieser Mangel nicht innerhalb von zehn Geschäftstagen behoben wird.

**§ 13**  
**AUFSTOCKUNG;**  
**BEGEBUNG WEITERER**  
**SCHULDVERSCHREIBUNGEN**

Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Anleihegläubiger weitere Schuldverschreibungen mit in jeder Hinsicht gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie

In particular, in the event of such substitution the following shall apply:

- (a) in the definition "Relevant Taxing Jurisdiction" an additional reference to the jurisdiction in which Bilfinger SE is organised, engaged in business, resident for tax purposes or generally subject to tax on a net income basis or through or from which payment on the guarantee pursuant to § 12(1)(f) is made or any political subdivision or any authority thereof or therein having power to tax shall be deemed to have been included in addition to the reference to the the Substitute Debtor; and
  - (b) in § 2(2), § 5(2) und § 9(1)(b) to § 9(1)(g) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included (in addition to the reference to the Substitute Debtor).
- (4) In § 9 a further event of default shall be deemed to have been included; such event of default shall exist in the case that the guarantee pursuant to § 12(1)(f) is determined by the final decision of a competent court or is claimed by the guarantor not to be in full force and effect and such defect is not corrected within ten business days.

**§ 13**  
**INCREASE,**  
**FURTHER ISSUES**

The Issuer may from time to time, without the consent of the Noteholders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes. For the avoidance of doubt: The Issuer may issue



bilden. Zur Klarstellung: Die Emittentin darf ohne Zustimmung der Anleihegläubiger weitere Emissionen von Schuldverschreibungen zu gleichen oder anderen Bedingungen durchführen.

#### § 14 MITTEILUNGEN

- (1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen sind elektronisch im Bundesanzeiger und (solange die Schuldverschreibungen an der Luxemburger Wertpapierbörse notiert sind und die Regularien dieser Börse dies verlangen) auf der Internetseite der Luxemburger Börse ([www.bourse.lu](http://www.bourse.lu)) zu veröffentlichen. Für das Datum und die Rechtswirksamkeit sämtlicher Bekanntmachungen ist die erste Veröffentlichung maßgeblich. Jede derartige Mitteilung gilt am dritten Kalendertag nach dem Tag der ersten Veröffentlichung als wirksam erfolgt.
- (2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen an der Official List der Luxemburger Börse notiert sind, findet § 14(1) Anwendung. Soweit die Regeln der Luxemburger Börse es zulassen, kann die Emittentin eine Veröffentlichung nach § 14(1) durch eine Mitteilung an CBF zur Weiterleitung an die Anleihegläubiger ersetzen, vorbehaltlich des nachfolgenden Satzes. Jede derartige Mitteilung gilt am fünften Geschäftstag nach dem Tag der Mitteilung an CBF als wirksam erfolgt. Die Pflicht zur Veröffentlichung über den Bundesanzeiger nach § 14(1) bleibt bestehen.

#### § 15 BESCHLÜSSE DER ANLEIHEGLÄUBIGER, GEMEINSAMER VERTRETER

- (1) *Änderung der Emissionsbedingungen.* Die Anleihegläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschrei-

Further notes on equal or different terms without the consent of the Noteholders.

#### § 14 NOTICES

- (1) *Publication.* All notices concerning the Notes shall be published electronically in the German Federal Gazette (*Bundesanzeiger*) and (so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that exchange so require) on the internet website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). Any notice will become effective for all purposes on the date of the first such publication. Any notice so given will be deemed to have been validly given on the third calendar day following such first publication.
- (2) *Notification to Clearing System.* As long as any Note is listed on the Official List of the Luxembourg Stock Exchange, § 14(1) shall apply. However, if the rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to CBF for communication by CBF to the Noteholders in lieu of a publication in accordance with § 14(1) above subject to the following sentence. Any such notice shall be deemed to have been given to the Noteholders on fifth Business Day after the said notice was given to the CBF. The requirement for a publication in the Federal Gazette pursuant to § 14(1) shall persist.

#### § 15 RESOLUTIONS OF NOTEHOLDERS, JOINT REPRESENTATIVE

- (1) *Amendments to the terms and conditions of the Notes.* In accordance with the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* – "SchVG"), the

bungsgesetz – "SchVG") durch einen Beschluss mit der in § 15(2) bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Emissionsbedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Anleihegläubiger sind für alle Anleihegläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Anleihegläubiger, der nicht gleiche Bedingungen für alle Anleihegläubiger vorsieht, ist unwirksam, es sei denn, die benachteiligten Anleihegläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

- (2) *Mehrheitserfordernisse.* Die Anleihegläubiger entscheiden mit einer Mehrheit von 75% der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Emissionsbedingungen nicht geändert wird und die keinen Gegenstand des § 5 Absatz 3, Nr. 1 bis Nr. 9 SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.
- (3) *Beschlussfassung.* Alle Beschlüsse können in einer Gläubigerversammlung oder im Wege der Abstimmung ohne Versammlung gefasst werden.
- (4) *Gläubigerversammlung.* Falls Beschlüsse der Anleihegläubiger in einer Gläubigerversammlung gefasst werden, enthält die Bekanntmachung der Einberufung nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Anleihegläubigern mit der Bekanntmachung der Einberufung bekannt gemacht. Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung

Noteholders may agree with the Issuer on amendments to the terms and conditions of the Notes with regard to matters permitted by the SchVG by resolution with the majority specified in § 15(2). Majority resolutions shall be binding on all Noteholder. Resolutions which do not provide for identical conditions for all Noteholder are void, unless Noteholder who are disadvantaged have expressly consented to their being treated disadvantageously.

- (2) *Majority.* Resolutions shall be passed by a majority of not less than 75% of the votes cast. Resolutions relating to amendments to the terms and conditions of the Notes which are not material and which do not relate to the matters listed in § 5(3) nos. 1 to 9 SchVG require a simple majority of the votes cast.
- (3) *Resolutions.* All resolutions may be passed in a meeting of Noteholder or by vote taken without a meeting.
- (4) *Noteholder' meeting.* If resolutions of the Noteholder shall be made by means of a meeting the convening notice will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Noteholder together with the convening notice. Attendance at the meeting and exercise of voting rights is subject to the Noteholder' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the meeting. As part of the registration, Noteholder must demonstrate their eligibility to participate in the vote by means of a special confirmation of a Custodian in accordance with § 16(3) in text

zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis einer Depotbank gemäß § 16(3) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.

(5) *Abstimmung ohne Versammlung.* Falls Beschlüsse der Anleihegläubiger im Wege einer Abstimmung ohne Versammlung gefasst werden, enthält die Aufforderung zur Stimmabgabe nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Anleihegläubigern mit der Aufforderung zur Stimmabgabe bekannt gemacht. Die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Aufforderung zur Stimmabgabe mitgeteilten Adresse spätestens am dritten Tag vor Beginn des Abstimmungszeitraums zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis einer Depotbank gemäß § 16(3) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.

(6) *Zweite Versammlung.* Wird für die Gläubigerversammlung gemäß § 15(4) oder die Abstimmung ohne Versammlung gemäß § 15(5) die mangelnde Beschlussfähigkeit festgestellt, kann – im Fall der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 2 SchVG und – im Fall der

form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.

(5) *Vote without a meeting.* If resolutions of the Noteholder shall be made by means of a vote without a meeting the request for voting will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Noteholder together with the request for voting. The exercise of voting rights is subject to the Noteholder' registration. The registration must be received at the address stated in the request for voting no later than the third day preceding the beginning of the voting period. As part of the registration, Noteholder must demonstrate their eligibility to participate in the vote by means of a special confirmation of a Custodian in accordance with § 16(3) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the day the voting period ends.

(6) *Second meeting.* If it is ascertained that no quorum exists for the meeting pursuant to § 15(4) or the vote without a meeting pursuant to § 15(5), in case of a meeting the chairman may convene a second meeting in accordance with § 15 paragraph 3 sentence 2 of the SchVG or in case of a vote without a meeting the scrutineer may

Abstimmung ohne Versammlung – der Abstimmungsleiter eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 3 SchVG einberufen. Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der zweiten Versammlung zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis einer Depotbank gemäß § 16(3) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Versammlung (einschließlich) nicht übertragbar sind, nachweisen.

- (7) *Gemeinsamer Vertreter.* Die Anleihegläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Anleihegläubiger bestellen.

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Anleihegläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Anleihegläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Anleihegläubiger ermächtigt ist, sind die einzelnen Anleihegläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn, der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Anleihegläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

convene a second meeting within the meaning of § 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second meeting and exercise of voting rights is subject to the Noteholder' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the second meeting. As part of the registration, Noteholder must demonstrate their eligibility to participate in the vote by means of a special confirmation of a Custodian in accordance with § 16(3) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.

- (7) *Noteholder' Representative.* The Noteholder may by majority resolution appoint a common representative to exercise the Noteholder' rights on behalf of each Holder.

The Noteholder' Representative shall have the duties and powers provided by law or granted by majority resolution of the Noteholder. The Noteholder' Representative shall comply with the instructions of the Noteholder. To the extent that the Noteholder' Representative has been authorised to assert certain rights of the Noteholder, the Noteholder shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Noteholder' Representative shall provide reports to the Noteholder on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Noteholder' Representative.

- (8) *Bekanntmachungen.* Bekanntmachungen betreffend diesen § 15 erfolgen gemäß den §§ 5ff. SchVG sowie nach § 14.
- (9) *Garantie.* Die oben aufgeführten auf die Änderung der Emissionsbedingungen anwendbaren Bestimmungen finden sinngemäß auf die Bestimmungen einer gemäß § 12(1)(f) gestellten Garantie Anwendung.

## § 16

### ANWENDBARES RECHT, ERFÜLLUNGORT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

- (1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Anleihegläubiger und der Emittentin (einschließlich aller nicht-vertraglichen Rechte und Pflichten, die sich aus oder im Zusammenhang mit den Schuldverschreibungen ergeben) bestimmen sich in jeder Hinsicht nach deutschem Recht.
- (2) *Gerichtsstand.* Das Landgericht Frankfurt am Main ist zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren, soweit nicht gesetzlich zwingend etwas anderes bestimmt ist.

Für Entscheidungen gemäß §§ 9 Absatz 2, 13 Absatz 3 und 18 Absatz 2 SchVG und für Entscheidungen über die Anfechtung von Beschlüssen der Anleihegläubiger gemäß § 20 SchVG ist jeweils das gemäß SchVG genannte Gericht zuständig.

- (3) *Gerichtliche Geltendmachung.* Jeder Anleihegläubiger ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Anleihegläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die

- (8) *Notices.* Any notices concerning this § 15 shall be made in accordance with § 5 et seq. SchVG and § 14.
- (9) *Guarantee.* The provisions set out above applicable to the amendment of the Terms and Conditions shall apply *mutatis mutandis* to any guarantee given in accordance with § 12(1)(f).

## § 16

### APPLICABLE LAW, PLACE OF PERFORMANCE, PLACE OF JURISDICTION AND ENFORCEMENT

- (1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Noteholders and the Issuer (including any non-contractual rights and obligations arising out of or in connection with the Notes), shall be governed by German law.
- (2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have jurisdiction for any action or other legal proceedings arising out of or in connection with the Notes, unless mandatory statutory provisions require otherwise.

The relevant court specified in the SchVG shall have jurisdiction for all judgments pursuant to §§ 9(2), 13(3) and 18(2) SchVG and for all judgments over contested resolutions by Noteholders in accordance with § 20 SchVG.

- (3) *Enforcement.* Any Noteholder of Notes may in any proceedings against the Issuer, or to which such Noteholder and the Issuer are parties, in his own name enforce his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Noteholder maintains a securities account in respect of Notes (a) stating the full name and address of the Noteholder, (b) specifying the aggregate

Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Anleihegläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber CBF eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält, und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person von CBF oder des Verwahrers von CBF bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre oder (iii) auf jede andere Weise, die im Lande der Geltendmachung prozessual zulässig ist. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Anleihegläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich CBF.

#### § 17 SPRACHE

Diese Emissionsbedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.

principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to CBF containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of CBF or a depository of CBF, without the need for production in such proceedings of the actual records or the global note representing the Notes or (iii) any other means of proof permitted in legal proceedings in the country of enforcement. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Noteholder maintains a securities account in respect of the Notes and includes CBF.

#### § 17 LANGUAGE

These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be prevailing and binding. The English language translation is provided for convenience only.

## INFORMATION ON THE ISSUER AND THE BILFINGER GROUP

### Incorporation and Corporate Seat

Bilfinger SE is a European Company (*Societas Europaea* – SE) incorporated in Germany and organised under the laws of Germany and the European Union. Following a corporate transformation from a German stock corporation (*Aktiengesellschaft*) to a European Company (SE), the Issuer was registered on 8 October 2010 as "Bilfinger Berger SE" in the commercial register of the Local Court of Mannheim under HRB 710296. In 2012, the Issuer changed its legal name to Bilfinger SE.

The registered office of the Issuer is in Mannheim, Germany. The Issuer's business address is: Bilfinger SE, Oskar-Meixner-Straße 1, 68163 Mannheim, Federal Republic of Germany, and the telephone number is +49 (0)621 459 2000. "Bilfinger SE" is simultaneously the legal and commercial name of the Issuer. The financial year of the Issuer runs from 1 January of each calendar year until 31 December of the same calendar year. The Issuer has been established for an unlimited term. The Issuer's shares are listed on the regulated market (Prime Standard) of the Frankfurt Stock exchange.

### Corporate Purpose

According to Article 3 (1) of the Articles of Incorporation of the Issuer (the "**Articles of Incorporation**"), the purpose of the Issuer is to manage a group of entities which provide services to plan, construct, maintain, operate and manage or to modernise and deconstruct plants and plant components of any type, in particular in the fields of energy, steel and aluminium, chemicals, pharmaceuticals, food, beverages and discretionary foods and any related services (including in the fields of information technology and software). Furthermore, the entities may provide integrated services for real estate and buildings, including purchasing, selling, letting, planning, constructing and operating or managing real estate and buildings, and may plan, supervise or provide other construction services.

According to Article 3 (2) of the Articles of Incorporation, the Issuer itself may also take all measures and actions associated with or suitable to fulfil the purpose of the Issuer. It may also operate in the fields of activity set forth in paragraph 1 itself. Furthermore, in individual cases, it may limit its activities to managing the equity interest in entities in which it holds a majority interest.

According to Article 3 (3) of the Articles of Incorporation, the Issuer may, in the context of the fields of activity set forth in paragraph 1, establish subsidiaries and set up branches in Germany and abroad; it may acquire equity interests in other companies or acquire such companies and transfer their business to the Issuer or any of its affiliated enterprises, wholly or in part. In addition, the Issuer may conclude inter-company agreements.

### Share Capital

The current share capital of the Issuer amounts to EUR 132,627,126.00. It is divided into 44,209,042 no-par value bearer shares, each having a notional amount of EUR 3.00 of the share capital. The share capital has been fully paid up.

### Major Shareholders

The shareholders listed below informed the Issuer pursuant to Section 33 *et seqq.* of the WpHG that a share of voting rights of over 3 per cent. in the Issuer is either held by them directly or is attributed to them or provided information on their shareholdings in the Issuer by other means. The reported or provided share of voting rights or numbers of shares may have changed since the effective date of the notice or the effective date of the threshold crossing or the date that information was provided to the Issuer by other means, respectively. The shareholders may have purchased or sold shares.

On the basis of the notifications received by the Issuer as of the date of this Prospectus in accordance with the WpHG and pursuant to information provided by the respective shareholders, the following shareholders directly or indirectly hold more than 3 per cent. of the Issuer's ordinary shares:

Name	Total shareholding
Cevian Capital II GP Limited <sup>(1)</sup>	26.81 per cent.
Union Investment Privatfonds GmbH	5.04 per cent.
Bilfinger SE (treasury shares) <sup>(2) (3)</sup>	5.01 per cent.
Oddo BHF Asset Management GmbH	3.28 per cent.

(1) Including (i) 23.19 per cent. of Cevian Capital II Master Fund LP and Cevian Capital Partners Limited, and (ii) 3.63 per cent. of Cevian Capital II Co-Investment Fund LP.

(2) The voting rights of treasury shares are suspended.

(3) The buyback of own shares announced on 14 February 2017 was started on 6 September 2017 and completed on 31 October 2018. In this period, a total of 3,942,211 own shares (8.92 per cent. of the capital stock of Bilfinger SE) at a total value of EUR 149,999,972.62 (not including acquisition costs) were acquired. This corresponds to an average price of EUR 38.05 (not including supplementary costs of acquisition) per re-acquired share. The share buyback took place on the basis of the authorization granted by the Annual General Meeting on 24 May 2017 which called for the buyback of a maximum of 10 per cent. of the capital stock at a purchase price of up to EUR 150 million. The authorization also regulates all options for a possible use of the shares acquired.

The Issuer is not aware of any agreements which would lead to a change of control in the Issuer. Nor is the Issuer aware of any agreements which would lead to the Issuer being controlled by one or more shareholders either now or in the future. Moreover, the Issuer does not believe that it is subject to the management of a controlling company and would thus be deemed a dependent company (*abhängige Gesellschaft*) as defined in the German Stock Corporation Act (*Aktiengesetz*; "**AktG**") (applicable on an SE pursuant to Art. 15 para. 1 Council Regulation (EC) No. 2157/2001 on the statute for European Company (SE)).

## History

The Issuer's historic roots reach back to 1880, when master builder August Bernatz completed his first large project in what was then the German province of Lorraine, founding the company Weis & Bernatz. In 1883, August Bernatz settled in Mannheim, and Grün & Bilfinger AG, which was founded in Mannheim in 1906, evolved from his company. The other forerunners of Bilfinger, Julius Berger Tiefbau AG and Berlinische Boden-Gesellschaft, were both founded in 1890. In 1975, Grün & Bilfinger AG merged with Julius Berger-Bauboag AG, based in Wiesbaden, and was from then on known as Bilfinger + Berger Bauaktiengesellschaft. In the course of a strategic reorientation to become a multi-service group, Bilfinger + Berger Bauaktiengesellschaft changed its name in 2001 to Bilfinger Berger AG.

Since October 2010, the Issuer is registered in the new legal form of a European Company (*Societas Europaea* - SE) in the commercial register of the Local Court of Mannheim under HRB 710296.

Since 13 October 2010, the shares in the Issuer were listed as shares in Bilfinger Berger SE on the regulated markets of the Frankfurt Stock Exchange (Prime Standard) and of the Stuttgart Stock Exchange.

As of 21 September 2012, the Issuer changed its legal name to Bilfinger SE.

The Bilfinger Group sold its civil engineering segment in 2014 while its building construction activities and real-estate services were sold in 2016. Since then, the Group has focused on the delivery of industrial services.

## Business Overview

The Bilfinger Group is among the market leaders in industrial services for the process industry in Europe. The services of the Group are aimed at enhancing the efficiency of assets in the process industry, ensuring they have a high level of availability and reducing maintenance costs. The portfolio of the Bilfinger Group covers the entire value chain from consulting, engineering, manufacturing, construction, maintenance, plant expansion as well as turnarounds and digital applications.



Structural demand in the industrial services business is shaped by a continuous increase in the number of production facilities in the defined markets of the Bilfinger Group. According to a market analysis of Bilfinger Group, the number of existing older plants in these markets is growing – more than three quarters are more than ten years old – and maintenance and modernization needs are increasing accordingly. For the customers of the Group efficiency improvements in their plants are becoming increasingly important, and there is a close connection between this and the growing trend toward digitalization. New production facilities are becoming more and more complex, the legal requirements related to climate protection as well as resource conservation are constantly rising.

The Bilfinger Group believes that its comprehensive service offerings are very well suited to assist its customers overcoming these challenges.

In the fiscal year 2018, the Bilfinger Group posted revenues of EUR 4.15 billion, thereof, in the assessment of Bilfinger Group about 55% recurring business.

As of the date of this Prospectus, the Bilfinger Group has approximately 36 thousand employees worldwide.

The Issuer is a holding company without own business activities. The operating activities of the Bilfinger Group are organised decentrally and are carried out through subsidiaries which operate on the market as independent profit centres. The operating companies are divided into divisions which in turn are each a part of one of the business segments.

### ***Selected Performance Indicators Segments***

The segment reporting in the consolidated financial statements of Bilfinger Group as of and for the financial year ended 31 December 2018 comprised two business segments (i) "Maintenance, Modifications & Operations" ("MMO") and (ii) "Engineering & Technologies" ("E&T").

At the beginning of financial year 2018, the Group company Bilfinger VAM Anlagentechnik GmbH was reallocated from the former business segment "Other Operations" to the MMO and E&T business segments. The "Other Operations" division being no longer a reportable segment was presented in the segment reporting in the consolidated financial statements of Bilfinger as of and for the financial year ended 31 December 2018 under "Reconciliation Group". The respective comparative financial information as of and for the financial year ended 31 December 2017 was adjusted accordingly in those consolidated financial statements.

The following tables set out the contributions of each business segment relating to selected performance indicators in the financial years 2017 and 2018:

<b>Total revenue by business segment</b>	<b>Financial Year ended 31 December</b>	
	<b>2018</b>	<b>2017</b>
<i>(amounts in EUR million)</i>	<i>(audited, unless otherwise indicated)</i>	
Engineering & Technologies	1,234.6	1,157.1 <sup>(2)</sup>
Maintenance, Modifications & Operations	2,757.9	2,628.3 <sup>(2)</sup>
Reconciliation Group	160.1	258.8 <sup>(2)</sup>
<i>thereof Other Operations <sup>(1)</sup></i>	<i>195.3</i>	<i>292.6</i>
<i>thereof headquarters,</i>	<i>-35.2</i>	<i>-33.8</i>
<i>consolidation, other <sup>(1)</sup></i>		
<b>Total continuing operations</b>	<b>4,152.6</b>	<b>4,044.2 <sup>(2)</sup></b>

(1) Unaudited

(2) Taken from the comparative financial information for the financial year ended 31 December 2017 in the consolidated financial statements as of and for the financial year ended 31 December 2018.

<b>Adjusted EBITA by business segment <sup>(1)</sup></b> <i>(amounts in EUR million)</i>	<b>Financial Year ended 31 December</b>	
	<b>2018</b>	<b>2017</b>
	<i>(audited, unless otherwise indicated)</i>	
Engineering & Technologies	26.9	-23.8 <sup>(3)</sup>
Maintenance, Modifications & Operations	110.1	102.6 <sup>(3)</sup>
Reconciliation Group	-71.9	-75.6 <sup>(3)</sup>
<i>thereof Other Operations <sup>(2)</sup></i>	-2.7	-3.6
<i>thereof headquarters,     consolidation, other <sup>(2)</sup></i>	-69.2	-72.0
<b>Total continuing operations</b>	<b>65.1</b>	<b>3.2 <sup>(3)</sup></b>

(1) "Adjusted EBITA" (also referred to as "EBITA adjusted (segment earnings) " in the consolidated financial statements as of and for the financial year ended 31 December 2018) is a performance indicator used by the Bilfinger Group. "EBITA" is defined as earnings before interest, taxes and amortisation of intangible assets from acquisitions. The "Adjusted EBITA" represents EBITA with adjustments made for special items. For further information, please see "Alternative Performance Measures" below.

(2) Unaudited

(3) Taken from the comparative financial information for the financial year ended 31 December 2017 in the consolidated financial statements as of and for the financial year ended 31 December 2018.

From 1 January 2019, the reporting structure of the Group has been adjusted and now comprises three operating business segments: Technologies ("**Technologies**"), Engineering & Maintenance Europe ("**E&M Europe**") and Engineering & Maintenance International ("**E&M International**"). The divisions of Engineering & Maintenance are organized on a regional basis and split into two operating business segments based on their affinities in the markets, the economic environments as well as financial performance indicators whilst in the segment Technologies the Bilfinger Group is acting globally. In addition, the Issuer decided to more consistently charge services from headquarters to the units that incur the costs, with corresponding effects in the segment reporting from financial year 2019. This leads to an improvement in the Reconciliation Group and, at the same time, to a corresponding burden in the operating business segments.

The following tables set out the contributions of each business segment relating to selected performance indicators in the financial year ended 31 December 2018 adjusted to the new reporting structure of the Group applied since 1 January 2019. This adjusted financial information for the fiscal year ended 31 December 2018 was not shown in the consolidated financial statements for this period and is therefore unaudited.

<b>Total revenue by business segment</b> <i>(amounts in EUR million)</i>	<b>Financial Year ended 31 December 2018</b> <i>(unaudited)</i>
Technologies	503.4
E&M Europe	2,724.9
E&M International	752.1
Reconciliation Group	172.2
<b>Total</b>	<b>4,152.6</b>

<b>Adjusted EBITA by business segment <sup>(1)</sup></b> <i>(amounts in EUR million)</i>	<b>Financial Year ended 31 December 2018</b> <i>(unaudited)</i>
Technologies	-26.1
E&M Europe	102.8
E&M International	31.6
Reconciliation Group	-43.2
<b>Total</b>	<b>65.1</b>

(1) "Adjusted EBITA" (also referred to as "EBITA adjusted (segment earnings)" in the consolidated financial statements as of and for the financial year 31 December 2018) is a performance indicator used by the Bilfinger Group. "EBITA" is defined as earnings before interest, taxes and amortisation of intangible assets from acquisitions. The "Adjusted EBITA" represents EBITA with adjustments made for special items. For further information, please see "Alternative Performance Measures" below.

The following tables set out the contributions of each business segment relating to selected performance indicators in the first quarters of 2019 and 2018. The figures for the first quarter of 2018 have been adjusted in accordance with the new reporting structure:

<b>Total revenue by business segment</b> <i>(amounts in EUR million)</i>	<b>Three-Month Period ended 31 March</b>	
	<b>2019</b>	<b>2018</b>
	<i>(unaudited)</i>	
Technologies	118	104
E&M Europe	635	619
E&M International	213	165
Reconciliation Group	42	41
<b>Total</b>	<b>1,008</b>	<b>929</b>

<b>Adjusted EBITA by business segment</b> <sup>(1)</sup> <i>(amounts in EUR million)</i>	<b>Three-Month Period ended 31 March</b>	
	<b>2019</b>	<b>2018</b>
	<i>(unaudited)</i>	
Technologies	-11	-5
E&M Europe	10	9
E&M International	5	3
Reconciliation Group	-8	-13
<b>Total</b>	<b>-4</b>	<b>-6</b>

(1) "Adjusted EBITA" (also referred to as "EBITA adjusted (segment earnings)" in the consolidated financial statements as of and for the financial year 31 December 2018) is a performance indicator used by the Bilfinger Group. "EBITA" is defined as earnings before interest, taxes and amortisation of intangible assets from acquisitions. The "Adjusted EBITA" represents EBITA with adjustments made for special items. For further information, please see "Alternative Performance Measures" below.

## Strategy and Markets

### ***Bilfinger 2020 – 3 Stages***

The Group continues to successfully implement its turnaround strategy: In the financial year 2017, the Bilfinger Group was repositioned and operationally stabilized. The "Strategy 2020" and the implementation plan contain three stages. Having completed stabilization as the first stage in the first half of 2018, the Issuer entered the build-up phase to be followed by a build-out phase.

During the stabilization phase, the Group re-defined its strategy, developed and introduced a new organisational structure and implemented a large number of measures aimed at improving operating performance.

During the ongoing build-up phase, the Bilfinger Group achieved positive top line growth in financial year 2018 (compared to financial year 2017), put the new internal organization in full swing, established a consistent project management process, completed its share buyback program and exceeded its target to reach at least break-even of adjusted free cashflow. The Group is aiming to reach first successes in selected new growth areas (see "Growth Potential" below) as well as to meet further strategic targets, such as a successful refinancing of the Group.

Finally, for the build-out phase, the Group is aiming to fully roll out a group-wide process and system harmonization, to complete the establishment of a performance culture throughout the company and to finalize the significant reduction of the complexity of processes and structures within the Bilfinger Group.

### ***2-4-6 Strategy***

The Bilfinger Group is focusing its business activities purely on industrial services. The structures with two business lines ("Engineering & Maintenance" and "Technologies"), four regions (Continental Europe, Northwest Europe, North America and the Middle East) and six core industries (Chemicals & Petrochemicals, Energy & Utilities, Oil & Gas, Pharma & Biopharma, Metallurgy and Cement) have proven to be effective in the assessment of Bilfinger.

Nevertheless, Bilfinger continues to fine tune and adopt its 2-4-6 Strategy to better serve customers and drive margin development. Its engineering resources delivering both project management consulting and maintenance engineering have been fully integrated into the regions to enhance the Group's capabilities. The technology companies, which are delivering products in the fields of Energy & Emissions, Biopharma and Automation, remain grouped together and serve customers globally from their European manufacturing base.

As a consequence, the business segments have been renamed, effective 1 January 2019. The business segment E&T is now named Technologies, MMO has been renamed Engineering & Maintenance.

The Issuer believes that this unchanged 2-4-6 strategy forms the foundation for sustainable, profitable growth of the Bilfinger Group and that the Group's diversified portfolio mitigates the effects from economic cycles.

The Group is characterised by an asset-light business model. To further enhance profitability, the Bilfinger Group has implemented efforts aimed at improving the Group's gross margin (gross profit expressed as percentage of revenue) as well as the ratio of revenue to selling and administrative expenses ("**SG&A ratio**"): The Issuer believes that the Group's gross margin will be positively impacted by growth opportunities in high-profitability areas, strictly defined internal limits of authority and project management processes and the SG&A ratio by lean structures in headquarters as well as in the divisions and legal entities. Gross margin and SG&A ratio both are addressed by a harmonization of internal processes and the IT-landscape as well as the improvement of procurement activities. The Issuer believes, that the potential impact of the measures described above is approximately 200 basis points with regard to the Group's gross margin and approximately 300 basis points with regard to the Group's SG&A ratio.

The Bilfinger Group maintains a solid balance sheet. The Issuer targets to achieve an investment grade rating on a mid-term basis and has aligned its strategic financial planning accordingly.

### ***Growth Potential***

#### *Digitalization*

The Bilfinger Group has identified digitalization as one of the most important trends of the future. The Group already applies digital solutions in order to help its clients in small and medium-sized enterprises improve the efficiency and availability of their plants. With its knowledge of customers' needs and processes and its digitalization know-how, Bilfinger is aiming to fill the role of a bridge builder between IT providers and the process industry. For this purpose, the Group has entered into a number of strategic partnerships, for example with Siemens and Microsoft. According to internal market data of the Bilfinger Group, there are more than 16,000 plants within the focus areas of the Group in Continental Europe and Northwest Europe, of which 4,000 are mid-sized type with demand for digitalization. According to this internal market data, the total market potential for digitalization in the process industry is around EUR 7 billion in the defined markets of the Bilfinger Group in Europe alone, with further market potential in the Middle East and in North America.

Additionally, the Bilfinger Group believes that the following areas can provide key opportunities for further growth:

### *Energy & Emissions*

As international shipping will face significantly stricter environmental standards in the future, Bilfinger began transferring its power plant flue-gas desulfurization expertise to maritime applications. The international maritime shipping industry is increasingly using emission-reducing flue-gas desulfurization systems provided by the Group. So-called 'scrubbers' remove sulphur emissions from flue gases produced by main engines, auxiliary diesel engines and boilers.

In the field of nuclear power, which shows good market environment especially in France and the United Kingdom, the Issuer offers design, manufacture and supply of crucial equipment for nuclear power plants and other nuclear facilities. The company also takes care of the assembly, maintenance and upgrade of those components. Services also comprise the handling of nuclear fuel, compacting and decontamination of nuclear material, design, prefabrication and installation of vessels as well as complex piping assemblies.

### *Pharma & Biopharma*

The pharmaceutical and biopharmaceutical sectors also open up growth prospects for the Issuer, especially in Continental Europe and Northwest Europe. In this field, the Issuer designs, manufactures and assembles process units and complete plants. It takes responsibility for engineering, project management, qualification and process technology and offers sterile, clean room and ultra-pure media technology as well as piping construction, equipment engineering, electric-, measuring- and control technology installations and automation. In addition, Bilfinger provides comprehensive maintenance services in this field.

### *Overhauled Risk Management for Major Projects*

As part of its strategic repositioning, the Group has implemented a comprehensive overhaul of its risk management system for major projects, to be in the position to tender for this kind of contracts while managing related risks in a consistent and standardized manner. This includes the harmonization of project controls (standardized key performance indicators, early warning system, improved forecasts), a comprehensive project risk management (early identification, tracking of risk profiles), a stage-gate system, a project manager community (share of information and know-how, harmonized methods and tools) and a contract and claims management system (pro-active and reactive measures, assessment, evaluation and negotiations of claims).

### *Opportunities in the Middle East*

The Issuer believes that the rising investments levels in the Middle East will provide further growth opportunities for the Bilfinger Group. Within the region, further industrial diversification, increasing demand for energy and aging plants and equipment are expected to result in increased demand for industrial services.

### **Markets**

Based on a market research study conducted in 2016 on the initiative of the Bilfinger Group (the "**Market Research Study**"), the total annual market expenditures for services within the Group's scope of business (Technologies, E&M Europe and E&M International combined) is USD 231 billion. This market is expected to grow at a compound annual growth rate ("**CAGR**") of 2.6% until 2020. These figures also contain services done by customers themselves. There is a trend to contract out these services more and more, which makes the addressable market grow even faster. Based on the Market Research Study, the market of outsourced services is valued at USD 125 billion and is expected to grow at a CAGR of 3.4% by 2020.

In the first quarter of 2019, the operating business of the Group in the core regions Europe, North America and the Middle East was subject to specific influencing factors in the respective core industries. In the key sectors, the following main trends and developments were recorded:

## *Europe*

### Chemicals & Petrochemicals

- Significant investments are being made in greenfield petrochemical projects in the industrial region in Antwerp, Belgium.
- Brownfield refinery expansions are being conducted in the UK and in Germany.
- Chemical parks operators are tending towards Unit Rate contracts (Bilfinger preferred approach).
- However, customers' sales markets in fertilizer production are under pressure.

### Energy & Utilities

- Chemical parks are beginning to plan autonomous power generation (particularly gas and also renewables).
- Fossil power generation is moving away from coal towards gas.

### Oil & Gas:

- North Sea: Customers benefit from strong cash flows. There is a continuing positive trend of catch-up effects for engineering and maintenance services as well as asset life extensions.

### Pharma & Biopharma

- Biopharma shows a continued strong focus on organic based pharmaceutical development.

### Metallurgy

- The Aluminium business is positive fuelled by continuous Chinese demand.

### Cement

- Cement producers are focused on emission reduction (in particular CO<sub>2</sub>, but also NO<sub>x</sub> and SO<sub>x</sub>) and efficiency increase driven predominantly by digitalization.

## *North America*

### Chemicals & Petrochemicals

- Shale gas extraction drives new cracker projects and mid-stream cryogenic-plants (separation and/or liquefaction of gases).
- There was an increase of customers' interest in projects for ammonium fertilizers.
- Polyolefin projects are slowing down as market is meeting capacity demand.

### Oil & Gas:

- The market is experiencing high activity in the Permian, Marcellus/Utica and Bakken shale formations.

## *Middle East*

### Chemicals & Petrochemicals

- National Oil Companies (NOC) are focusing on downstream production to increase value generation within the country.
- There have been greenfield petrochemical project announcements in Abu Dhabi.

## Energy & Utilities

- There has been a forward-looking energy strategy shift from oil towards gas and renewables.
- The overall electricity demand in the Gulf Cooperation Council (GCC) countries is plateauing after long term period of strong growth.

## Oil & Gas:

- Providers with a good local footprint in the region can benefit from a certification program established by Abu Dhabi National Oil Company (ADNOC) to evaluate their supplier network based on its in-country value generation (ICV; general push towards indigenization and strengthened local content)

## **Business Structure**

The following table sets out the reporting segments and respective business divisions of the Issuer since 1 January 2019:

<b><i>Reporting Segment</i></b>	<b>Technologies</b>	<b>Engineering &amp; Maintenance Europe</b>	<b>Engineering &amp; Maintenance International</b>
<b><i>Divisions:</i></b>	Technologies	E&M Continental Europe  E&M Northwest Europe	E&M North America  E&M Middle East

## ***Two Business Lines***

### *Technologies*

The Technologies division is globally positioned and focuses on products and technologies that it offers throughout the world. Examples include components for biopharma plants, filter technologies for ships and components for the nuclear industry. The division concentrates on growth areas in which Bilfinger demonstrates particular technological expertise enabling the Group to benefit from sustainable global trends. The Technologies division coordinates the Group-wide market development in these growth areas.

The project business is predominant; important drivers are capital expenditures on the part of the Group's customers ("CAPEX") on their property, plant and equipment. The Issuer meets the requirements of its customers by means of a centrally controlled project management system in an internationally-active division focused on defined industries and engineering disciplines.

### *Engineering & Maintenance*

Following the organization adjustments with effect from 1 January 2019, the engineering activities were transferred to the responsibility of the respective regionally-positioned divisions and are provided locally from a single source, along with services related to maintenance, modifications and operations. The Issuer believes that this will allow it to achieve a higher degree of integration in sales and in administration.

The predominant factor here is the share of the services business based on long-term framework agreements. The main drivers of the business are, in many cases, the budgets of the Group's customers for the ongoing operation of their plants (*operational expenditure* – "OPEX"). Because these relate primarily to activities with specific local demand structures, the Issuer has organized this business in regions.

Due to the similarity of the markets, the economic environment as well as the financial parameters – particularly growth expectations and the extent of the margins – the reporting was combined for the regionally positioned divisions Continental Europe and Northwest Europe in the Engineering & Maintenance Europe segment.

The activities of the divisions Engineering & Maintenance North America and Middle East in the Group’s strategic growth regions outside of Europe make up the reporting segment Engineering & Maintenance International. Here, the Group expects similar growth rates and margins in the planning period.

### Four Regions

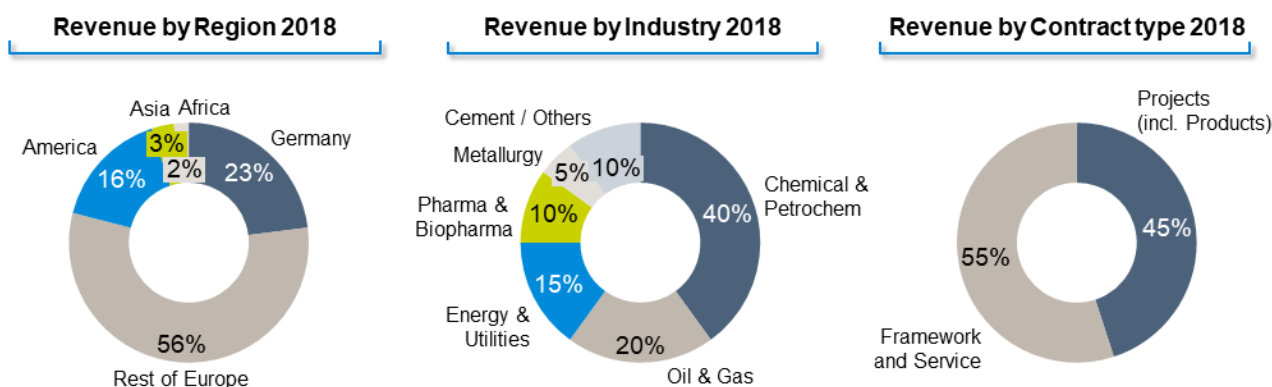
The Bilfinger Group concentrates its business on the core regions Continental Europe, Northwest Europe, North America and the Middle East. The Group is already active in these regions and sees opportunities to expand the business in selected areas.

### Six Industries

The Issuer believes that it has very well-established competences and particularly strong customer relationships in the industrial sectors chemicals & petrochemicals, oil & gas as well as energy & utilities. In the pharma & biopharma, cement and metallurgy industries, the Group intends to further expand its existing business and grow to an even greater extent in future.

### Business Portfolio

The following structure charts outline the revenue splits of Bilfinger Group in the fiscal year 2018 by regions, industries and contract types:



### Organisational Structure

The Issuer is the ultimate parent company of the Bilfinger Group. It acts as a managing holding company, with particular responsibility for the strategic and financial management of the Bilfinger Group and has no own operating activities. The day-to-day business is carried out exclusively by the subsidiaries of the Issuer.



Significant subsidiaries of the Issuer are:

Name	Country	Segment	Direct/indirect interest held by Bilfinger SE (%)
Bilfinger Engineering & Technologies GmbH	Germany	Technologies	100
Bilfinger Industrial Services Inc.	United States	Engineering & Maintenance International	100
Bilfinger Industrial Services Nederland B.V.	Netherlands	Engineering & Maintenance Europe	100
Bilfinger Industrial Services Norway AS	Norway	Engineering & Maintenance Europe	100
Bilfinger Maintenance GmbH	Germany	Engineering & Maintenance Europe	100
Bilfinger Salmis UK Limited	Great Britain	Engineering & Maintenance Europe	100
Bilfinger UK Limited	Great Britain	Engineering & Maintenance Europe	100
Bilfinger VAM Anlagentechnik GmbH	Austria	Engineering & Maintenance Europe	100
Bilfinger Westcon Inc.	United States	Engineering & Maintenance International	100
Multiserwis Sp. z o.o.	Poland	Engineering & Maintenance Europe	83

### Governing Bodies of the Issuer

Bilfinger SE is a stock corporation in accordance with European law (*Societas Europaea* – SE). In addition to specific SE regulations and the German law on implementing a European Company (SE) as well as the German SE Employee Involvement Act, the Issuer is also and in addition subject to German stock corporation law.

The management bodies of the Issuer are the executive board (*Vorstand*) (the "**Executive Board**"), the supervisory board (*Aufsichtsrat*) (the "**Supervisory Board**") and the annual general meeting. The Executive Board is directly responsible for the daily management of the Issuer and is not bound by instructions from third-parties. The Supervisory Board supervises and, in this regard, advises the Executive Board. Further, the Supervisory Board is responsible for the

appointment, the remuneration and the removal of Executive Board members. For certain transactions and other business measures to be implemented by the Executive Board, as set out in the articles of association of the Issuer and the rules of procedure for the Executive Board, a prior approval by the Supervisory Board is required. The Supervisory Board is thereby directly involved in key decisions affecting the Issuer.

### ***Executive Board***

As of the date of this Prospectus, the Executive Board is comprised of four members. The members of the Executive Board and their respective responsibilities are set out in the table below:

<b>Name</b>	<b>Areas of Responsibility</b>	<b>Membership of statutory supervisory boards of other German companies or membership of comparable supervisory bodies of commercial enterprises in Germany and abroad</b>
Tom Blades ( <i>Chairman; CEO</i> )	Division Other Operations   Bilfinger Digital Next GmbH   Communications & Public Affairs   Legal & Compliance   Strategy, Projects & M&A	None.
Michael Bernhardt ( <i>CHRO</i> )	Human Resources   Real Estate   Bilfinger Infrastructure Mannheim	None.
Duncan Hall ( <i>COO</i> )	Division Technologies   Continental Europe   North America   Northwest Europe   Middle East   Health, Safety, Environment & Quality   Business Development   Project Management Office	None.
Christina Johansson ( <i>CFO</i> )	Accounting, Controlling & Tax   Internal Audit & Controls   Treasury & Investor Relations   IT   Procurement	<ul style="list-style-type: none"> <li>• Emmi AG, Luzern, Switzerland (Administrative Council)</li> <li>• Optikart AG, Wangen bei Olten, Switzerland (Administrative Council)</li> </ul>

### ***Supervisory Board***

The Supervisory Board currently is comprised of eleven members, five of which are shareholder representatives and six are employee representatives.

The position of a sixth shareholder representative in the Supervisory Board is currently vacant following the resignation of Lone Fønss Schröder effective as of the beginning of the annual general meeting dated 8 May 2019. As of the date of this Prospectus, the appointment process is still ongoing. It is planned to have a successor appointed by the court as soon as reasonably possible. The ability of the Supervisory Board to pass resolutions is not impaired by the resignation.

The members of the Supervisory Board, their occupation and any positions they currently hold as members of statutory supervisory boards of other German companies or of comparable supervisory bodies of commercial enterprises in Germany and abroad are set out in the following table:

Name	Occupation held	Membership of statutory supervisory boards of other German companies or membership of comparable supervisory bodies of commercial enterprises in Germany and abroad
Dr. Eckhard Cordes (Chairman)	Partner at Cevian Capital, Pfäffikon, Switzerland, as well as Partner and Managing Director of EMERAM Capital Partners GmbH, Munich	<ul style="list-style-type: none"> <li>• WMP Eurocom AG, Berlin (Supervisory Board)</li> <li>• AB Volvo (publ), Gothenburg, Sweden (Board of Directors)</li> </ul>
Stephan Brückner <sup>(1)</sup> (Deputy Chairman)	Employee of Bilfinger Maintenance GmbH, Heinsberg	None.
Agnieszka Al-Selwi <sup>(1)</sup>	Employee of Multiserwis Sp. z o.o., Krapkowice, Poland	None.
Dorothee Deuring	Self-employed corporate finance consultant	<ul style="list-style-type: none"> <li>• Röchling SE &amp; Co. KG, Mannheim (Advisory Board)</li> <li>• Elementis plc, London (Board of Directors)</li> <li>• Axpo Holding AG, Baden, Switzerland (Administrative Council)</li> </ul>
Dr. Ralph Heck	Entrepreneur and consultant, member in various supervisory and advisory boards	<ul style="list-style-type: none"> <li>• Adolf Würth GmbH &amp; Co. KG, Künzelsau (Advisory Board)</li> <li>• Bertelsmann Stiftung, Gütersloh (Board of Trustees)</li> <li>• Formel D GmbH, Troisdorf (Chairman of the Advisory Board)</li> <li>• Klöckner &amp; Co. SE, Duisburg (Supervisory Board)</li> </ul>
Susanne Hupe <sup>(1)</sup>	Employee of Bilfinger Engineering & Technologies GmbH, Osterode	None.
Rainer Knerler <sup>(1)</sup>	Executive Employee of IG Bauen-Agrar-Umwelt, Berlin	None.
Dr. Janna Köke <sup>(1)</sup>	Trade Union Secretary at IG Metall, Mannheim	None.
Frank Lutz	Chairman of the Executive Board at CRX Markets AG, Munich	None.
Jörg Sommer <sup>(1)</sup>	Employee of Bilfinger arnholdt GmbH, Gelsenkirchen	None.
Jens Tischendorf	Partner at Cevian Capital, Pfäffikon, Switzerland	<ul style="list-style-type: none"> <li>• ThyssenKrupp AG, Essen (Supervisory Board)</li> </ul>

(1) Employee representative

#### Audit Committee

The Supervisory Board has established an audit committee (the "Audit Committee"). The Audit Committee deals, among other things, with issues of accounting, risk management, compliance and auditing. In the context of accounting, the Audit Committee makes, in particular, the appropriate preparations for the audit and reviews the accounting process of the Issuer's annual financial statements, the annual consolidated financial statements and the combined management report of the Issuer and the group by the Supervisory Board and makes a corresponding recommendation. In the context of risk management and compliance, it inter alia monitors the effectiveness of the installed risk management system and it

formulates key audit matters for the auditor. In addition, the Audit Committee also addresses issues relating to the audit of the financial statements. In this context, it prepares, in particular, the appointment of the auditor, specifying the focuses of the audit, satisfying itself of the independence of the auditor and reviewing the fee agreement.

The Audit Committee consists of the following members of the Supervisory Board:

- Frank Lutz (Chairman of the Audit Committee)
- Dr. Janna Köke (Deputy Chairwoman of the Audit Committee)
- Dorothee Deuring
- Jörg Sommer

#### *Other Supervisory Board Committees*

In addition to the Audit Committee, the Supervisory Board of the Issuer has established a presiding committee, a nomination committee and a strategy committee.

#### ***Business addresses***

The members of the Supervisory Board as well as the members of the Executive Board can be contacted at the Issuer's business address.

#### ***Conflict of interests***

No conflicts of interest or potential conflicts of interest requiring disclosure exist between the obligations of the members of the Executive Board or the Supervisory Board towards the Issuer and their respective private interests or other obligations. The Supervisory Board approved the activity of Supervisory Board member Rainer Knerler for the Group Works Council as advisor for the introduction of the new personnel administration system ("**HRcules**") within the scope of the project as well as lead negotiator with the Executive Board in the HRcules project. This role will last until the conclusion of the HRcules project, which is expected for the end of 2019 and in the financial year 2018 had a net volume of EUR 143,655.

#### ***Corporate Governance***

Under Section 161 AktG in connection with Art. 15 para. 1 Council Regulation (EC) No. 2157/2001 on the statute for European Company (SE), the executive board and supervisory board of a listed SE must declare at least once a year that it has complied or will comply with the recommendations of the Government Commission of the German Corporate Governance Code (the "**GCGC**") published by the Federal Ministry for Justice in the official section of the German Federal Gazette, and which recommendations have not been or will not be applied, including the reasons for such non-compliance (*Entsprechenserklärung*). The declaration must be made permanently publicly available on the Issuer's website.

In its latest declaration of conformity, dated 13 December 2018 the Issuer confirmed that Bilfinger complies with all recommendations of the GCGC with the following exceptions:

"The recommendation in section 4.2.3 paragraph 2 sentence 6 (limitations on the maximum amount of Executive Board remuneration in general and the variable components of that remuneration) is not followed. As part of the long-term incentive (LTI), the variable remuneration component for members of the Executive Board of the company which has been valid since 2015, virtual shares in the company, so-called performance share units (PSU) are allocated each year, the number of which is subject to adjustment during a three-year performance period depending on the achievement of the average ROCE target value as determined by the Supervisory Board as well as the development of the total shareholder return value (TSR value) of the company's share in relation to the TSR value of the shares of the MDAX listed companies. The final number of units is subject to a cap

which limits the final number of units to 150% of the original number of units. The share price of the company that is relevant for the value of the PSU at the conclusion of the three-year performance period is not subject to any limitation because an upper limit in this respect contradicts the basic principle of a share-based remuneration. The Supervisory Board is authorized however, in the case of extraordinary events or developments, especially in the case of extreme increases in the share price, to appropriately reduce the mathematical final number of PSU's.

Since issuing the declaration of compliance of February 22, 2018, the Issuer has complied with all recommendations of the GCGC as amended on May 5, 2015 and, since its entry into force, as amended on February 7, 2017, until the current date, with the exception of the recommendations in sections 4.2.3 para. 2 sentence 6 and 4.2.3 para. 2 sentence 8."

## **Legal Proceedings**

In the course of its ordinary business, the Bilfinger Group is involved in a number of legal proceedings both in and out of court in different countries, including the United States of America.

The following overview sets out a number of ongoing material proceedings involving the Issuer or the Bilfinger Group.

With the exception of the cases described below, the Group is not currently involved, and has not been involved in the last 12 months, in any court or arbitration proceedings or proceedings before any administrative authorities which, in the Issuer's opinion, are reasonably likely to substantially affect the financial position or profitability of the Issuer or the Group. To the best knowledge of the Issuer, no further material proceedings are threatened.

### ***Collapse of the Cologne Municipal Archives in 2009***

Important ongoing cases include the incident regarding the collapse of the Cologne Municipal Archives in 2009. There are multiple ongoing independent investigations to determine the cause of the collapse and the magnitude of the resulting damages. The cause of the damages as well as the size of the claim have not yet been determined. Bilfinger Group is one of three members of the consortium that was commissioned with the construction of an underground rail line adjacent to the former location of the municipal archives. Two criminal proceedings that commenced in 2018 against individual current and former employees of the consortium members and the municipal transportation company ended in October 2018 and February 2019 respectively in the district court (*Landgericht*) with a conviction of one employee of the customer and one employee of the construction joint venture and acquittals for other employees of the construction joint venture and the customer. According to the justification of the criminal court, it is established that the archive collapsed as a result of a serious error in the construction of a diaphragm wall crossover structure. The decision of the district court (*Landgericht*) has been or will be appealed and the search for the cause will continue in the civil taking of evidence. In case liability of the consortium was eventually established, consortium members would be jointly and severally liable.

A preliminary assessment of the potential amount of costs of restoration of the contents of the archive has recently been prepared. For legal reasons amongst others, this assessment is highly controversial. As of the date of this Prospectus, the Bilfinger Group expects that it would have sufficient insurance coverage in case of a proportionate liability of the consortium members. Should risks from this case occur, liability of the consortium members would be joint and several. The Issuer assesses the risk of a third-party claim being made exclusively against Bilfinger Group with the other consortium members denying compensation to be low. There are no specific indications that the partners of the consortium will not meet their obligations.

The insurance coverage does not include the costs of rehabilitation that go beyond the original construction costs for the structure, among other things. The Issuer has made certain provisions for burdens that may arise as a result.

### ***Legal Proceedings in Austria***

In connection with an explosion incident at a gas station in Austria, the public prosecutor is investigating a company of the Bilfinger Group and other involved parties. The reason for the accident has not yet been determined. As of the date of the Prospectus, the Group expects that in case of a conviction or civil law availment by injured parties, it would, if necessary, have sufficient insurance coverage.

### ***Legal Proceedings in the United States***

Several lawsuits in various courts of the United States relate to the services of an American subsidiary of the Group. In these lawsuits, a former customer has asserted claims in the low double-digit million US dollar range against the Group, that was recently reduced significantly by a lower court decision. However, the customer has appealed this lower court decision. The US Bilfinger entity has filed substantial counter-claims against the customer and its affiliates in the mid double-digit million range.

In another case, a US subsidiary is asserting claims for compensation for construction process disruptions and damages against two customers in the mid double-digit million US dollar range.

### ***Further Material Legal Proceedings***

For individual projects in Germany, Poland, Macedonia, The Netherlands and other countries, clients have made claims for various reasons with a total volume in the double digit million-euro range. The objects of the disputes are, among other things, the appointment of blame for the causes of construction delays, defects and disagreement related to the technical features of the plants. In one case, a joint venture that we are a part of is asserting in the mid double-digit million-euro range for compensation from a customer.

The leniency agreement concluded in Brazil in 2017 with the responsible authorities will continue until August 2019. The leniency agreement stipulates a payment in the low single digit million-euro range as well as improvements in the compliance system of the Group. Its execution is proceeding according to plans. In return, the Brazilian authorities renounced any further prosecution of the incidents against Bilfinger.

### ***Damages claims against former members of the Executive Board***

The Supervisory Board of Bilfinger resolved in general at its meeting on February 20, 2018, to assert claims for damages against former members of the Issuer's Executive Board. This relates to all former members of the Executive Board in office from March 2006 to March 2016 but who joined the Executive Board prior to 2015. The Supervisory Board took this decision on the basis of the findings from the investigation it initiated in March 2016. The former members of the Executive Board are accused of breach of duty in the implementation of an orderly compliance management system. In the view of the Supervisory Board, some former members of the Executive Board also breached their duties in connection with M&A projects in the past.

According to the current provisional calculation, the amount of damages recoverable by Bilfinger as a result of these breaches is in the low triple-digit million-euro range. In the course of 2018 and at the beginning of 2019, the Supervisory Board obtained additional expert legal opinions in order to clarify unresolved legal questions and for the substantiation of the damages claims. Based on these, the Supervisory Board decided in February 2019 to continue unchanged to pursue damages claims. In this regard, affected members of the Executive Board were given the opportunity to comment on the basis of the relevant documentation. In the meantime, claim letters to assert specific claims for damages were sent to the former members of the Executive Board. To what extent these damages claims can actually be enforced against any of the concerned former members of the Executive Board cannot yet be assessed finally. The possible further development of the proceedings may comprise negotiations with the former Executive Board members and the D&O insurers and it cannot be excluded that it results in one or more judicial procedures. Therefore, also the duration of the proceedings cannot not yet be assessed.

## Material Contracts

### *Profit-Loss Transfer Agreements*

The Issuer has concluded profit-loss transfer agreements (*Gewinnabführungsverträge*) with all material domestic companies of the Group.

### *Credit Agreements*

The Issuer has a syndicated revolving cash credit line of EUR 300 million for general corporate financing purposes. This credit line will end on 2 June 2022. In addition, bilateral agreements on cash credit facilities have been concluded. The bilateral cash credit facilities of the Issuer amount to approximately EUR 85 million.

Given the nature of the services and project business the Bilfinger Group has to secure claims relating to liability for defects, performance of the contract, advance payments or instalments, tender guarantees or guarantees to secure other liabilities. Thus, the Bilfinger Group has concluded numerous bilateral guarantee facilities in the total amount of approximately EUR 984 million with finance partners, of which approximately EUR 606 million have been utilized as of the date of this Prospectus. The bilateral guarantee facilities are available until further notice and are generally limited to one year.

The syndicated revolving cash credit line may have to be repaid prematurely at the option of the lender in the event of a change of control of the Issuer, which is defined as the direct or indirect acquisition of more than 50 per cent. of the voting rights of the Issuer by one or more people acting in concert (within the meaning of Section 2(5) of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*; "**WpÜG**")) or any other possibility of such persons to direct the management or policies of the Issuer, for example, by way of a control agreement.

No security has been provided for the syndicated revolving cash credit line, the bilateral cash credit facilities and the bilateral guarantee facilities. The lenders are not entitled to retroactively request the provision of physical collateral.

In addition, the Bilfinger Group has established a US surety program in the amount of USD 750 million for the execution of its business in North America.

The Group has further entered into finance lease agreements in a total amount of approximately EUR 11 million and operational lease agreements according to IFRS 16 in the total amount of approximately EUR 220 million.

### *Existing Bond*

In December 2012, the Issuer issued an unsubordinated, unsecured bond in the nominal amount of EUR 500 million (the "**Existing Bond**"). The Existing Bond carries a fixed rate interest of 2.375% per annum, is listed on the regulated market of the Luxembourg Stock Exchange and has the maturity date of 7 December 2019.

### *Existing Promissory Notes*

In April and June 2019, the Issuer issued several unsubordinated, unsecured promissory notes (*Schuldscheindarlehen*) in the total nominal amount of EUR 108 million (the "**Promissory Notes April/June 2019**"): (i) EUR 93.5 million promissory notes due 4 April 2022 with floating interest rate (currently 2.20% *per annum*), (ii) EUR 9 million promissory notes due 4 April 2022 with a fixed interest rate of 2.20% *per annum*, (iii) EUR 5 million promissory notes due 4 October 2024 with a fixed interest rate of 2.588% *per annum* and (iv) EUR 0.5 million promissory notes due 4 October 2024 with a fixed interest rate of 2.578% *per annum*.

In May 2019, a subsidiary of the Issuer issued EUR 15 million promissory notes due 4 April 2022 with floating interest rate (currently 2.00% *per annum*), which are unconditionally and irrevocably guaranteed by the Issuer (the "**Promissory Notes May 2019**" and together with the Promissory Notes April/June 2019, the "**Existing Promissory Notes**").

In the event of a rating downgrade of the Issuer below BB, the interest rate of the Existing Promissory Notes will be increased by 0.50 percentage points.

### ***Participation Agreement Building and Facility Segment***

In connection with the sale of the former building and facility segment of the Bilfinger Group, the Issuer agreed with the acquiring company on two purchase price components that are payable at the latest when the acquiring company re-sells the acquired business: Bilfinger Group granted the acquiring company a deferral of the purchase price of EUR 100 million which has been repaid in April 2019 at nominal value plus capitalized interest (capitalized interest as per 31 March 2019) and a further amount of EUR 195 million has been transformed into a preferred participation note which entitles the Issuer to receive about 49% of the exit proceeds of the current owner. The preferred participation note grants the Issuer no management involvement, but the Issuer has defined information rights to enable it to evaluate its investment. The investment amounted to EUR 195 million and the carrying amount at fair value in the consolidated income statement as of 31 December 2018 amounted to EUR 237 million.

### **Investments**

The Bilfinger Group has made no material investments since the date of its last published financial statements and, as at the date of this Prospectus, its management has made no firm commitments on such material investments in the future.

### **Trend Information, No Adverse Change**

There has been no material adverse change in the prospects of the Issuer since the date of its last published audited consolidated financial statements for the financial year ended 31 December 2018.

There has been no significant change in the financial or trading position of the Issuer since 31 March 2019.

### **Recent Events**

In April 2019, a previously deferred purchase price plus capitalized interest in the total amount of EUR 128 million for a divestment of Bilfinger Group was paid by the acquiring company (see "*Participation Agreement Building and Facility Segment*" above).

Except as described above, there have been no recent events particular to the Issuer or the Bilfinger Group which are to a material extent relevant for the evaluation of the Issuer, the Bilfinger Group or the Notes.

### **Auditors**

The auditors of the German language consolidated financial statements of the Issuer for the financial years ended 31 December 2018 and 2017, respectively, were Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, office Mannheim, Theodor-Heuss-Anlage 2, 68165 Mannheim, Germany ("**Ernst & Young**"). Ernst & Young is a member of the German Chamber of Certified Accountants (*Wirtschaftsprüferkammer K.d.ö.R.*), Berlin. The German language consolidated financial statements of the Issuer for the financial years ended 31 December 2018 and 2017, respectively, were prepared in accordance with International Financial Reporting Standards, as adopted by the European Union ("**IFRS**") and the additional requirements of German commercial law pursuant the German Commercial Code (*Handelsgesetzbuch*; "**HGB**"). Ernst & Young audited such financial statements in accordance with Section 317 HGB and German generally accepted standards for the audit of financial statements as promulgated by the Institute of Public Auditors in Germany (*Institut der Wirtschaftsprüfer e.V.*; "**IDW**") and issued in each case an unqualified German language independent auditor's report thereon.



## Consolidated Financial Information

The following tables and the tables in the sub-sections "Business Overview" and "Alternative Performance Measures" set forth selected financial information relating to the Issuer. The financial information has been taken or derived from the audited consolidated financial statements of the Issuer for the financial years ended 31 December 2018 and 2017 (together, the "**Full-Year Financial Statements**") and the Issuer's internal accounting system. The Full-Year Financial Statements are incorporated by reference into this Prospectus and should be read together with them. The Full-Year Financial Statements have been prepared in accordance with International Financial Reporting Standards, as adopted by the European Union ("**IFRS**"), and the additional requirements of German commercial law pursuant German Commercial Code (Handelsgesetzbuch; "**HGB**").

Where financial information in the following tables and the tables in the sub-sections "Business Overview" and "Alternative Performance Measures" is labelled "audited", this means that it was taken from the Full-Year Financial Statements. The label "unaudited" is used in the following table to indicate financial information that was taken from the Issuer's internal accounting system or has been calculated based on figures from the aforementioned sources.

### Consolidated Income Statement

	For the three-month period ended 31 March		Financial Year ended 31 December	
	2019	2018	2018	2017
<i>(amounts in EUR million; except as indicated otherwise)</i>	<i>(unaudited)</i>		<i>(audited)</i>	
Revenue	1,008.2	928.7	4,152.6	4,044.2
Cost of sales	-926.6	-850.3	-3,762.0	-3,708.8
<b>Gross profit</b>	<b>81.6</b>	<b>78.4</b>	<b>390.6</b>	<b>335.4</b>
Selling and administrative expense	-93.5	-94.3	-402.5	-394.8
Impairment losses and reversals of impairment losses in accordance with IFRS 9	-1.2	-0.1	-0.3	-
Other operating income	14.2	6.0	40.0	36.9
Other operating expense	-7.8	-5.3	-54.3	-117.9
Income from investments accounted for using the equity method	3.1	2.4	14.3	14.3
<b>Earnings before interest and taxes (EBIT)</b>	<b>-3.6</b>	<b>-12.9</b>	<b>-12.2</b>	<b>-126.1</b>
Interest income	3.3	3.4	14.3	14.3
Interest expense	-6.8	-4.9	-21.2	-23.8
Other financial result	7.8	-2.1	21.9	-2.3
<b>Earnings before taxes</b>	<b>-0.8</b>	<b>-16.5</b>	<b>2.8</b>	<b>-137.9</b>
Income tax expense	-2.8	-5.2	-22.8	-2.5
<b>Earnings after taxes from continuing operations</b>	<b>-2.0</b>	<b>-21.7</b>	<b>-20.0</b>	<b>-140.4</b>
<b>Earnings after taxes from discontinued operations</b>	<b>11.3</b>	<b>-2.8</b>	<b>-3.3</b>	<b>54.5</b>
Earnings after taxes	9.3	-24.5	-23.3	-85.9
thereof attributable to minority interest	0.3	-0.4	1.0	2.6
<b>Net profit</b>	<b>9.0</b>	<b>-24.1</b>	<b>-24.3</b>	<b>-88.5</b>
Average number of shares (in thousands)	40,271	42,559	41,458	43,975
Earnings per share <sup>(1)</sup> (in €)	0.22	-0.57	-0.59	-2.01
<i>thereof from continuing operations</i>	-0.06	-0.50	-0.51	-3.25
<i>thereof from discontinued operations</i>	0.28	-0.07	-0.08	1.24

(1) Basic earnings per share are equal to diluted earnings per share

## Consolidated balance sheet data

	As of 31 March	As of 31 December	
	2019	2018	2017
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>	<i>(audited)</i>	
<b>Assets</b>			
Intangible assets	808.7	803.9	803.5
Property, plant and equipment	310.4	324.0	367.0
Right of use assets from leases	240.4	-	-
Investments accounted for using the equity method	38.8	34.9	22.4
Other assets	261.3	376.7	364.0
Deferred taxes	80.8	74.9	86.1
<b>Total non-current assets</b>	<b>1,740.4</b>	<b>1,614.4</b>	<b>1,643.0</b>
Inventories	62.6	61.7	82.3
Receivables and other financial assets	1,255.2	1,102.3	1,031.1
Current tax assets	24.0	22.8	29.6
Other assets	64.3	50.6	54.9
Marketable securities	120.0	120.0	149.8
Cash and cash equivalents	365.1	453.8	617.1
Assets classified as held for sale	0.0	50.4	12.5
<b>Total current assets</b>	<b>1,891.2</b>	<b>1,861.6</b>	<b>1,977.3</b>
<b>Total assets</b>	<b>3,631.6</b>	<b>3,476.0</b>	<b>3,620.3</b>
<b>Equity &amp; liabilities</b>			
Equity attributable to shareholders of Bilfinger SE	1,218.7	1,217.6	1,407.8
Attributable to minority interest	-12.7	-12.9	-24.7
<b>Total equity</b>	<b>1,206.0</b>	<b>1,204.7</b>	<b>1,383.1</b>
Provisions for pensions and similar obligations	308.2	288.2	293.2
Other provisions	24.9	24.6	26.7
Financial debt	190.3	10.8	509.0
Other liabilities	0.0	0.1	0.0
Deferred taxes	43.9	39.4	44.7
<b>Total non-current liabilities</b>	<b>567.3</b>	<b>363.1</b>	<b>873.6</b>
Current tax liabilities	35.3	33.8	34.1
Other provisions	357.0	383.6	442.0
Financial debt	547.5	501.6	2.3
Trade and other payables	697.6	750.5	639.8
Other liabilities	220.9	212.7	219.3
Liabilities classified as held for sale	0.0	26.0	26.1
<b>Total current liabilities</b>	<b>1,858.3</b>	<b>1,908.2</b>	<b>1,363.6</b>
<b>Total equity and liabilities</b>	<b>3,631.6</b>	<b>3,476.0</b>	<b>3,620.3</b>

## Consolidated statement of cash flows data

	For the three-month period ended 31 March		Financial Year ended 31 December	
	2019	2018	2018	2017
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>		<i>(audited)</i>	
<b>Cash flow from operating activities of continuing operations</b>	<b>-89.1</b>	<b>-60.3</b>	<b>49.9</b>	<b>-119.4</b>
Cash flow from operating activities of discontinued operations	-11.8	-6.6	-15.4	36.4
<b>Cash flow from operating activities, total</b>	<b>-100.9</b>	<b>-66.9</b>	<b>34.5</b>	<b>-83.0</b>
Investments in property, plant and equipment and intangible assets	-15.0	-11.1	-65.6	-70.9
Payments received from the disposal of property, plant and equipment and intangible assets	2.2	1.2	12.1	9.0
Acquisition of subsidiaries net of cash and cash equivalents acquired	0.0	0.0	-0.7	-5.1
Payments made from the disposal of subsidiaries net of cash and cash equivalents disposed of	34.5	2.1	-2.0	-18.1
Payments received / investments in other financial assets	0.0	0.0	2.3	0.3
Investments in securities	0.0	0.0	27.4	-149.9
<b>Cash flow from investing activities of continuing operations</b>	<b>21.7</b>	<b>-7.8</b>	<b>-26.5</b>	<b>-234.7</b>
Cash flow from investing activities of discontinued operations	0.0	0.0	0.0	0.6
<b>Cash flow from investing activities, total</b>	<b>21.7</b>	<b>-7.8</b>	<b>-26.5</b>	<b>-234.1</b>
Acquisition of own shares	0.0	-32.1	-111.3	-38.7
Dividends paid to the shareholders of Bilfinger SE	0.0	0.0	-42.0	-44.2
Dividends paid to minority interest	0.0	0.0	-2.1	-2.4
Borrowing	0.0	1.3	3.4	2.1
Repayment of financial debt	-11.3	0.0	-0.4	-1.9
Interest paid	-1.9	-3.7	-15.1	-19.2
<b>Cash flow from financing activities of continuing operations</b>	<b>-13.2</b>	<b>-34.5</b>	<b>-167.5</b>	<b>-104.3</b>
Cash flow from financing activities of discontinued operations	0.0	0.0	0.0	0.0
<b>Cash flow from financing activities, total</b>	<b>-13.2</b>	<b>-34.5</b>	<b>-167.5</b>	<b>-104.3</b>
<b>Change in cash and cash equivalents</b>	<b>-92.4</b>	<b>-109.2</b>	<b>-159.5</b>	<b>-421.4</b>
Change in value of cash and cash equivalents due to changes in foreign exchange rates	0.5	0.2	-0.8	-0.4
Cash and cash equivalents at January 1	453.8	617.1	617.1	1,032.2
Cash and cash equivalents classified as assets held for sale at January 1 (+)	3.3	0.3	0.3	7.0
Cash and cash equivalents classified as assets held for sale at March 31 / December 31 (-)	0.0	0.0	3.3	0.3
<b>Cash and cash equivalents at March 31/ December 31</b>	<b>365.2</b>	<b>508.4</b>	<b>453.8</b>	<b>617.1</b>

## Alternative Performance Measures

The information on the Bilfinger Group's earnings, net assets, and financial position is based on the requirements of International Financial Reporting Standards (IFRS) and, where applicable, German commercial law and German Accounting Standards (GAS). In addition to the disclosures required by these standards, the Bilfinger Group also discloses certain alternative performance measures ("APMs") that are not defined in the relevant financial reporting standards. These APMs include Adjusted EBITA, Free Cash Flow and Adjusted Free Cash Flow as well as Orders Received.

The Bilfinger Group presents these measures in accordance with the Guidelines on Alternative Performance Measures issued by the European Securities and Markets Authority, ESMA. Therefore, these APMs should be considered supplementary information. They are designed to provide comparability over time and across sectors and are calculated by making certain adjustments to, or calculating ratios between, line items contained in the income statement, statement of financial position, or statement of cash flows prepared in accordance with applicable financial reporting standards. The APMs must be considered only in addition to, and not as a substitute for or superior to, financial information prepared in accordance with IFRS and, where applicable, German commercial law and German Accounting Standards (GAS) included elsewhere in the Prospectus. Investors are cautioned not to place undue reliance on these APMs and are also advised to review them in conjunction with the financial statements of the Issuer and related notes.

### Adjusted EBITA

"EBITA" is defined as earnings before interest, taxes and amortisation of intangible assets from acquisitions.

The "Adjusted EBITA" (also referred to as "EBITA adjusted" in the consolidated financial statements as of and for the financial years ended 31 December 2018 and 2017) represents EBITA with adjustments made for special items. For better comparability of operating performance over time, special items are eliminated. These include, for example, gains on disposals, restructuring measures as well as expenses in connection with the further development of the Group's IT landscape and its compliance system.

	For the three-month period ended 31 March		Financial Year ended 31 December	
	2019	2018	2018	2017
<i>(amounts in EUR million)</i>	<i>(unaudited, except as indicated otherwise)</i>			
<b>Earnings before interest and taxes (EBIT)</b>	<b>-4</b>	<b>-13</b>	<b>-12<sup>(1)</sup></b>	<b>-126<sup>(1)</sup></b>
<i>Amortization of intangible assets from acquisitions and impairment of goodwill</i>	1	2	5 <sup>(1)</sup>	8 <sup>(1)</sup>
<b>EBITA</b>	<b>-3</b>	<b>-11</b>	<b>-7<sup>(1)</sup></b>	<b>-118<sup>(1)</sup></b>
<i>Disposals and write-downs on subsidiaries as part of streamlining of the portfolio</i>	-7	-2	17	40
<i>Further improvement of our compliance system</i>	0	3	9	12
<i>Restructuring expenses (including write-downs in property plant and equipment)</i>	0	0	22	50
<i>Projects for process and system harmonization</i>	6	4	24	19
Special items (total)	-1	5	72 <sup>(1)</sup>	121 <sup>(1)</sup>
<b>Adjusted EBITA</b>	<b>-4</b>	<b>-6</b>	<b>65<sup>(1)</sup></b>	<b>3<sup>(1)</sup></b>

(1) Audited.

### **Free Cash Flow from Continuing Operations and Adjusted Free Cash Flow**

To facilitate the operationalization of value-oriented management, the Bilfinger Group has been orienting itself on Free Cash Flow since financial year 2017.

"**Free Cash Flow from continuing operations**" is calculated on the basis of cash flow from operating activities of continuing operations less investments in property, plant and equipment and intangible assets, net of payments received from the disposal of property, plant and equipment and intangible assets.

"**Adjusted Free Cash Flow from continuing operations**" is calculated on the basis of cash flow from operating activities of continuing operations less investment in property, plant and equipment and intangible assets, net of payments received from the disposal of property, plant and equipment and intangible assets, as well as adjusted for special items. These special items correspond to the adjustments in EBITA excluding non-cash effective income and expenses (see "*Adjusted EBITA*" above).

	For the three-month period ended					Financial Year ended 31 December	
	31 March 2019	31 December 2018	30 September 2018	30 June 2018	31 March 2018	2018	2017
<i>(amounts in EUR million)</i>	<i>(unaudited, except as indicated otherwise)</i>						
<b>Cash flow from operating activities of continuing operations</b>	-89.1	149.0	1.9	-40.6	-60.3	49.9 <sup>(1)</sup>	-119.4 <sup>(1)</sup>
Investments in property, plant and equipment and intangible assets, net of payments received from the disposal of property, plant and equipment and intangible assets	-12.8	-11.3	-16.8	-15.5	-9.9	-53.5	-61.9
<b>Free Cash Flow from continuing operations</b>	<b>-101.9</b>	<b>137.7</b>	<b>-14.9</b>	<b>-56.1</b>	<b>-70.2</b>	<b>-3.6</b>	<b>-181.3</b>

(1) Audited.

	For the three-month period ended					Financial Year ended 31 December	
	31 March 2019	31 December 2018	30 September 2018	30 June 2018	31 March 2018	2018	2017
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>						
<b>Free Cash Flow from continuing operations</b>	<b>-101.9</b>	<b>137.7</b>	<b>-14.9</b>	<b>-56.1</b>	<b>-70.2</b>	<b>-3.6</b>	<b>-181.3</b>
thereof special items	-18.5	-13.9	-9.2	-21.4	-15.5	-60.0	-112.1
<b>Adjusted Free Cash Flow from continuing operations</b>	<b>-83.4</b>	<b>151.6</b>	<b>-5.7</b>	<b>-34.7</b>	<b>-54.7</b>	<b>56.4</b>	<b>-69.2</b>

In the fourth quarter of fiscal year 2018, the Adjusted Free Cash Flow from continuing operations developed better than expected due to early customer and late supplier payments. In the first quarter of fiscal year 2019 working capital rebounded. In the first quarter 2019 the liquidity situation of the Issuer was at the level originally planned.

## **Orders Received**

Planning at the Bilfinger Group is conducted, *inter alia*, on the basis of received orders ("**Orders Received**"). Orders Received represents an early indicator for revenue. For projects, the Group recognizes the entire contract volume after signing. For framework agreements without a guaranteed volume, the Group books the expected volume for the coming 12 months on a rolling basis.

	<b>For the three-month period ended 31 March</b>		<b>Financial Year ended 31 December</b>	
	<b>2019</b>	<b>2018</b>	<b>2018</b>	<b>2017</b>
<i>(amounts in EUR million)</i>	<i>(unaudited)</i>			
Orders Received	<b>971</b>	<b>1,101</b>	4,459	4,055

## TAXATION

The following is a general overview of certain tax considerations relating to the purchasing, holding and disposing of Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular Noteholder. The discussions that follow for each jurisdiction are based upon the applicable laws in force and their interpretation on the date of this Prospectus. These tax laws and interpretations are subject to change that may occur after such date, even with retroactive effect.

The information contained in this section is limited to taxation issues and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

Prospective Noteholders should consult their own tax advisers as to the particular tax consequences of subscribing, purchasing, holding and disposing the Notes, including the application and effect of any federal, state or local taxes, under the tax laws of Germany and the Grand Duchy of Luxembourg and each country of which they are residents or citizens.

### U.S. Foreign Account Tax Compliance Withholding

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to U.S. taxable persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including Germany) have entered into, or have agreed in substance to intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply to foreign passthru payments prior to 1 January 2019. Noteholders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, the Issuer will not be required to pay additional amounts as a result of the withholding.

### Taxation in Germany

The following general overview does not consider all aspects of income taxation in Germany that may be relevant to a Noteholder of the Notes in the light of the Noteholder's particular circumstances and income tax situation. This general overview is based on German tax laws and regulations, all as currently in effect and all subject to change at any time, possibly with retroactive effect.

#### German residents holding the Notes as private assets

##### *Taxation of income from the Notes*

If the Notes are held as private assets (*Privatvermögen*) by an individual investor whose residence or habitual abode is in Germany, payments of interest under the Notes are generally taxed as investment income (*Einkünfte aus Kapitalvermögen*) at a 25 per cent. flat tax (*Abgeltungsteuer*) (plus a 5.5 per cent. solidarity surcharge (*Solidaritätszuschlag*) thereon and, if applicable to the individual investor, church tax (*Kirchensteuer*)).

The same applies to capital gains from the sale or redemption of the Notes. The capital gain is generally determined as the difference between the proceeds from the sale or redemption of the Notes and the acquisition costs. Expenses directly and factually related (*unmittelbarer sachlicher Zusammenhang*) to the sale or redemption are taken into account in computing the taxable capital gain. Otherwise the deduction of related expenses for tax purposes is not permitted.

Please note that the recently published coalition agreement (dated 7 February 2018) of the governing parties of CDU and SPD as a result of the negotiations for the creation of a new German federal government comprises the intent to reform

the flat tax regime. Interest income (or rather income deemed as such) of investors holding the Notes as private assets may no longer be subject to the flat tax regime but taxed at individual progressive income tax rates of up to 45 per cent. (plus a 5.5 per cent. solidarity surcharge thereon and, if applicable to the individual investor, church tax). In that regard the offset of losses might be also modified. Furthermore, the solidarity surcharge shall be abolished in stages. Applicable tax rates may also change. The effective outcome of these announcements can currently not be foreseen.

The flat tax is generally collected by way of withholding (see subsequent paragraph – *Withholding tax*) and the tax withheld shall generally satisfy the individual investor's tax liability with respect to the Notes. If, however, no or not sufficient tax was withheld (e.g. in case there is no Domestic Paying Agent as defined in the subsequent paragraph – *Withholding Tax*), the investor will have to include the income received with respect to the Notes in its income tax return. The flat tax will then be collected by way of tax assessment. The investor may also opt for inclusion of investment income in its income tax return if the aggregated amount of tax withheld on investment income during the year exceeded the investor's aggregated flat tax liability on investment income (e.g. because of available losses carried forward or foreign tax credits). If the investor's individual income tax rate on all taxable income including the investment income determined by generally applicable individual progressive tax rates is lower than 25 per cent., the investor may opt to be taxed at individual progressive tax rates with respect to its investment income.

Capital losses from the sale or redemption of the Notes held as private assets should generally be tax-recognised irrespective of the holding period of the Notes. According to the view of German tax authorities losses suffered upon a bad debt loss (*Forderungsausfall*) and a waiver of a receivable (*Forderungsverzicht*) (to the extent the waiver does not qualify as a hidden contribution) shall, in general, not be deductible for tax purposes. With respect to a bad debt loss the German Federal Tax Court has recently rejected the view of German tax authorities. However, the German Federal Tax Court decision has not been published in the Federal Tax Gazette (*Bundessteuerblatt*) as this requires the coordination of the supreme tax authorities of the federation and the German states. As this has not taken place yet, the ruling should therefore not be used apart from the specific case which was decided by the court (regional finance office North Rhine-Westphalia, information note (income tax) no. 01/2018 dated 23 January 2018). Moreover, a lower fiscal court recently rejected the jurisdiction of the German Federal Tax Court with respect to the bad debt loss and two further decisions in this context are currently still pending with the German Federal Tax Court. With respect to a (voluntary) waiver of receivable a lower German fiscal court confirmed the view of German tax authorities in a final decision. Furthermore, capital losses might not be recognised by the German tax authorities if the Notes are sold or redeemed at a market price, which is lower than the transaction costs or if the level of transaction costs is restricted because of a mutual agreement that the transaction costs are calculated by subtracting a certain amount from the sales price. This view has however been challenged in 2018 by a judgement of the German Federal Tax Court; a reaction of the tax authorities to this court decision has not been published yet. Instead, as part of the annual tax act 2019 (so called *Jahressteuergesetz 2019*, technically implemented as "*Gesetz zur weiteren steuerlichen Förderung der Elektromobilität und zur Änderung weiterer steuerlicher Vorschriften*") and as a reaction to the decision of the German Federal Tax Court with respect to the recognition of bad debt losses, the German Federal Ministry of Finance has provided a draft bill (publication date 8 May 2019) according to which bad debt losses and losses resulting from the derecognition, irrecoverability, transfer of worthless receivables and comparable loss events shall be disregarded for tax purposes. Any tax-recognised capital losses may not be used to offset other income like employment or business income but may only be offset against investment income. Capital losses not utilised in one annual assessment period may be carried forward into subsequent assessment periods but may not be carried back into preceding assessment periods.

Individual investors are entitled to a saver's lump sum tax allowance (*Sparer-Pauschbetrag*) for investment income of EUR 801 per year (EUR 1,602 for jointly assessed husband and wife or registered life partners). The saver's lump sum tax allowance is considered for purposes of the withholding tax (see subsequent paragraph – *Withholding tax*) if the investor has filed a withholding tax exemption request (*Freistellungsauftrag*) with the respective Domestic Paying Agent (as defined below). The deduction of related expenses for tax purposes is not possible.

If the Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective investors. The substitute debtor is obligated to indemnify each



holder of the Notes for any tax incurred by such holder as a result of a substitution of the Issuer pursuant to the relevant provisions as set out in the Terms and Conditions. The indemnities to be paid may constitute taxable income for German tax purposes.

### ***Withholding tax***

If the Notes are kept or administered in a domestic securities deposit account by a German credit or financial services institution (*Kredit- oder Finanzdienstleistungsinstitut*) (or by a German branch of a foreign credit or financial services institution), or by a German securities trading business (*Wertpapierhandelsunternehmen*) or a German securities trading bank (*Wertpapierhandelsbank*) (each a "**Domestic Paying Agent**") which pays or credits the interest, a 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, resulting in a total withholding tax charge of 26.375 per cent., is levied on the interest payments. The applicable withholding tax rate is in excess of the aforementioned rate if church tax applies and is collected for the individual investor by way of withholding which is provided for as a standard procedure unless the Noteholder of the Notes has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

Capital gains from the sale (including the redemption) of the Notes are also subject to the 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, if the Notes are kept or administered by a Domestic Paying Agent effecting the sale or redemption from the time of their acquisition. If the Notes were sold or redeemed after being transferred to a securities deposit account with a Domestic Paying Agent, 25 per cent. withholding tax (plus solidarity surcharge thereon) would be levied on 30 per cent. of the proceeds from the sale or the redemption, as the case may be, unless the investor or the previous depository bank was able and allowed to prove evidence for the investor's actual acquisition costs to the Domestic Paying Agent. The applicable withholding tax rate is in excess of the aforementioned rate if church tax applies and is collected for the individual investor by way of withholding which is provided for as a standard procedure unless the Noteholder of the Notes has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

### **German resident investors holding the Notes as business assets**

#### ***Taxation of income from the Notes***

If the Notes are held as business assets (*Betriebsvermögen*) by an individual or corporate investor which is tax resident in Germany (i.e. a corporation with its statutory seat or place of management in Germany), interest income and capital gains from the Notes are subject to personal income tax at individual progressive rates or corporate income tax (plus a 5.5 per cent. solidarity surcharge thereon and church tax, if applicable) and, in general, trade tax. The effective trade tax rate depends on the applicable trade tax factor (*Gewerbsteuer-Hebesatz*) of the relevant municipality where the business is located. In case of individual investors, the trade tax may, however, be partially or fully creditable against the investor's personal income tax liability depending on the applicable trade tax factor and the investor's particular circumstances. Losses from the disposal or redemption of the Notes will generally be tax-recognised and may generally be offset against other income subject to certain limitations.

### ***Withholding tax***

If the Notes are kept or administered by a Domestic Paying Agent which pays or credits the interest, a 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, resulting in a total withholding tax charge of 26.375 per cent., is generally levied on the interest payments. The applicable withholding tax rate is in excess of the aforementioned rate if church tax applies and is collected for the individual investor by way of withholding which is provided for as a standard procedure unless the Noteholder of the Notes has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

No withholding is generally required on capital gains from the disposal or redemption of the Notes which is derived by German resident corporate investors and, upon application, by individual investors holding the Notes as assets of a German business, subject to certain requirements.

Any capital losses incurred from the disposal or redemption of the Notes will not be taken into account for withholding tax purposes. If withholding tax is levied, the withholding tax does not satisfy the investor's personal or corporate income tax liability with respect to the Notes. The income from the Notes will have to be included in the investor's personal or corporate income tax return. Any German withholding tax (including surcharges) is generally fully creditable against the investor's personal or corporate income tax liability or refundable, as the case may be.

### **Non-German resident Noteholders**

Income derived from the Notes by Noteholders who are not tax resident in Germany is in general not subject to German income taxation, and no withholding tax shall be withheld, unless (i) the Notes are held as business assets of a German permanent establishment of the investor or by a permanent German representative of the investor or (ii) the income derived from the Notes does otherwise constitute German source income (such as income derived from Notes that are secured by German real estate or vessels subject to certain exceptions or income from the letting and leasing of certain property located in Germany).

If the income derived from the Notes is subject to German taxation according to (i) to (ii) above, the income is subject to German income taxation and withholding tax similar to that described above for German resident Noteholders. Under certain circumstances, foreign investors may benefit from tax reductions or tax exemptions under applicable double tax treaties (*Doppelbesteuerungsabkommen*) entered into with Germany.

### **Inheritance and gift tax**

The transfer of Notes to another person by way of gift or inheritance is subject to German gift or inheritance tax, respectively, if *inter alia*

- (i) the testator, the donor, the heir, the donee or any other acquirer had his residence, habitual abode or, in case of a corporation, association of persons (*Personenvereinigung*) or asset pool (*Vermögensmasse*), has its seat or place of management in Germany at the time of the transfer of property,
- (ii) except as provided under (i), the testator's or donor's Notes belong to a business asset attributable to a permanent establishment or a permanent representative in Germany.

Special regulations apply to certain German expatriates.

Prospective investors are urged to consult with their tax advisor to determine the particular inheritance or gift tax consequences in light of their particular circumstances.

### **Other taxes**

The purchase, sale or other disposal of Notes does not give rise to capital transfer tax, value added tax, stamp duties or similar taxes or charges in Germany. However, under certain circumstances entrepreneurs may choose liability to value added tax with regard to the sale of Notes which would otherwise be tax exempt. Net wealth tax (*Vermögensteuer*) is, at present, not levied in Germany.

### **Taxation in the Grand Duchy of Luxembourg**

The comments below do not relate to any form of Luxembourg taxation other than taxation withheld at source with respect to the Notes.

#### **Withholding tax and self-applied tax**

Under Luxembourg tax law currently in effect and subject to the exception below, there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest) or repayments of principal.

In accordance with the law of 23 December 2005, as amended, on the introduction of a withholding tax on certain interest payments on savings income, interest on Notes paid by Luxembourg paying agents to or to the benefit of Luxembourg

resident individual beneficial owners are currently subject to a 20 per cent. withholding tax. Responsibility for withholding such tax will be assumed by the Luxembourg paying agent.

Furthermore, Luxembourg resident individuals, acting in the framework of their private wealth, can opt to self-declare and pay a 20 per cent. tax on interest payments made by paying agents located in an EU Member State other than Luxembourg or a Member State of the European Economic Area other than an EU Member State.

## SUBSCRIPTION AND SALE OF THE NOTES

### General

Pursuant to an underwriting agreement dated 6 June 2019 (the "**Underwriting Agreement**") among the Issuer and the Joint Lead Managers, the Issuer has agreed to sell to the Joint Lead Managers, and the Joint Lead Managers have agreed, subject to certain customary closing conditions, to purchase, the Notes on 14 June 2019. The Issuer has furthermore agreed to pay certain fees to the Joint Lead Managers and to reimburse the Joint Lead Managers for certain expenses incurred in connection with the issue of the Notes.

The Underwriting Agreement provides that the Joint Lead Managers under certain circumstances will be entitled to terminate the Underwriting Agreement. In such event, no Notes will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the offer and sale of the Notes.

### Interest of Natural and Legal Persons involved in the Issue/Offer:

Certain of the Joint Lead Managers and their affiliates may be customers of, borrowers from or creditors of Bilfinger and its affiliates. In addition, certain Joint Lead Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for Bilfinger and its affiliates in the ordinary course of business. In particular, in the ordinary course of their business activities, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of Bilfinger or its affiliates. Certain of the Joint Lead Managers or their affiliates that have a lending relationship with Bilfinger routinely hedge their credit exposure to Bilfinger consistent with their customary risk management policies. Typically, such Joint Lead Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued. Any such positions could adversely affect future trading prices of the Notes. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

There are no interests of natural and legal persons involved in the issue, including conflicting ones, that are material to the issue.

### Selling Restrictions

#### General

Each Joint Lead Manager has acknowledged that other than explicitly mentioned in this Prospectus no action is taken or will be taken by the Issuer in any jurisdiction that would permit a public offering of the Notes, or possession or distribution of any offering material relating to them, in any jurisdiction where action for that purpose is required.

Each Joint Lead Manager has represented and agreed that it will comply with all applicable laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes any offering material relating to them.

#### United States of America and its territories

The Notes have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or to the account of benefit of, U.S. persons except in transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by the U.S. tax regulations. Terms

used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Joint Lead Manager has represented and agreed that except as permitted by the Underwriting Agreement, it has not offered, sold or delivered and will not offer, sell or deliver any Notes (i) as part of their distribution and any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date, within the United States or to, for the account of benefit of, U.S. persons, and will have sent to each dealer to which it sells the Notes and any related guarantee during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of the Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

### **United Kingdom**

Each Joint Lead Manager has represented, warranted and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer, and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

## USE OF PROCEEDS AND GENERAL INFORMATION

1. **Use of Proceeds:** In connection with the offering of the Notes, the Issuer will receive net proceeds of approximately EUR 247,007,500. The Issuer intends to use the net proceeds to refinance outstanding debt and for general business purposes.
2. **Authorisations:** The creation and issue of the Notes has been authorised by resolutions of the Executive Board of the Issuer dated 2 May 2019 and 5 June 2019, by a resolution of the Supervisory Board of the Issuer dated 7 May 2019 and by a resolution of the Strategy Committee of the Supervisory Board of the Issuer dated 5 June 2019.
3. **Expenses related to admission to trading:** Total expenses related to the admission to trading of the Notes are expected to amount to approximately EUR 7,000.

4. **Clearing System and Securities Codes:**

Payments and transfers of the Notes will be settled through Clearstream Banking AG ("CBF").

The business address of CBF is:

Clearstream Banking AG  
Mergenthalerallee 61  
65760 Eschborn  
Germany

The Notes have the following securities codes:

ISIN: DE000A2YNQW7  
Common Code: 201126827  
German Securities Code (WKN): A2YNQW

5. **Eurosystem eligibility:** It is intended that the Notes are to be held in a manner which will allow Eurosystem eligibility which means that the Notes are intended upon issue to be deposited with CBF.

This does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

6. **Luxembourg Listing and Admission to Trading:** Application has been made also to the Luxembourg Stock Exchange for the Notes to be admitted to the Official List and to be admitted to trading on the Luxembourg Stock Exchange's regulated market. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of Directive 2014/65/EU as amended.
7. **Notices to Noteholders:** For so long as the Notes are listed on the Luxembourg Stock Exchange, all notices to the Noteholders regarding the Notes shall be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). The Issuer will be entitled to deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders.
8. **Documents on Display:** For so long as any Note is outstanding, copies of the following documents may be inspected in physical form during normal business hours at the registered office of the Issuer:
  - (a) the Articles of the Issuer;
  - (b) this Prospectus and any supplement thereto; and
  - (c) the documents specified in the section "*Documents incorporated by Reference*" below.

The Prospectus will be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

9. **Yield:** On the assumption that that the Initial Interest Rate will apply for the full term of the Notes, the yield of the Notes for investors is 4.625 per cent. *per annum*, calculated on the basis of the Issue Price. Such yield is calculated in accordance with the ICMA (International Capital Markets Association) Method. The ICMA method determines the effective interest rate on notes by taking into account accrued interest on a daily basis.

10. **Ratings:**

The Issuer has received a credit rating of "BB" (Outlook Stable) from S&P Global Ratings Europe Limited ("S&P")<sup>3</sup>.

The Notes are expected to be rated "BB" by S&P.<sup>4</sup>

S&P is established in the European Community and are registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "CRA Regulation")<sup>5</sup>.

Investors in the Notes should be aware that a credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

11. **Legal Entity Identifier:** The LEI of Bilfinger SE is 529900H0HULEN2BZ4604.

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<sup>3</sup> S&P defines "BB" as follows: An obligor rated 'BB' is less vulnerable in the near term than other lower-rated obligors. However, it faces major ongoing uncertainties and exposure to adverse business, financial, or economic conditions that could lead to the obligor's inadequate capacity to meet its financial commitments. S&P rating scale for the long-term issuer credit ratings consists of the following categories: "AAA", "AA", "A", "BBB", "BB", "B", "CCC", "CC" (in descending order). Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. A stable outlook means that a rating is not likely to change.

<sup>4</sup> S&P defines "BB" as follows: An obligation rated 'BB' is less vulnerable to non-payment than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions that could lead to the obligor's inadequate capacity to meet its financial commitments on the obligation. S&P rating scale for the long-term issue credit ratings consists of the following categories: "AAA", "AA", "A", "BBB", "BB", "B", "CCC", "CC" (in descending order). Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

<sup>5</sup> The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

## DOCUMENTS INCORPORATED BY REFERENCE

The pages specified below of the following source documents which have previously been published or are published simultaneously with this Prospectus and which have been filed with the CSSF are incorporated by reference into this Prospectus: German and English language versions of (i) the Annual Report of the Bilfinger Group for the financial year ended 31 December 2018 and (ii) the Annual Report of the Bilfinger Group for the financial year ended 31 December 2017, in each case including the respective independent auditor's report (*Bestätigungsvermerk des unabhängigen Abschlussprüfers*).

- (1) Extracted from the English language "Bilfinger SE – Annual Report 2018"  
(German language version is controlling and binding)
  - Consolidated income statement ..... page 127
  - Consolidated statement of comprehensive income ..... page 128
  - Consolidated balance sheet ..... page 129
  - Consolidated statement of changes in equity ..... page 130
  - Consolidated statement of cash flows ..... page 131
  - Notes to the consolidated financial statements ..... pages 132-198
  - Reproduction of the auditor's report ..... pages 201-208
  
- (2) Extracted from the English language "Bilfinger SE – Annual Report 2017"  
(German language version is controlling and binding)
  - Consolidated income statement ..... page 121
  - Consolidated statement of comprehensive income ..... page 122
  - Consolidated balance sheet ..... page 123
  - Consolidated statement of changes in equity ..... page 124
  - Consolidated statement of cash flows ..... page 125
  - Notes to the consolidated financial statements ..... pages 126-187
  - Reproduction of the auditor's report ..... pages 190-197
  
- (3) Extracted from the German language "Bilfinger SE – Annual Report 2018"  
(*Bilfinger SE – Geschäftsbericht 2018*)
  - Konzern-Gewinn- und Verlustrechnung ..... page 127
  - Konzern-Gesamtergebnisrechnung ..... page 128
  - Konzernbilanz ..... page 129
  - Entwicklung des Konzern-Eigenkapitals ..... page 130
  - Konzern-Kapitalflussrechnung ..... page 131
  - Konzernanhang ..... pages 132-198
  - Wiedergabe des Bestätigungsvermerks ..... pages 201-208



- (4) Extracted from the German language "Bilfinger SE – Annual Report 2017" (*Bilfinger SE – Geschäftsbericht 2017*)
- Konzern-Gewinn- und Verlustrechnung ..... page 121
  - Konzern-Gesamtergebnisrechnung ..... page 122
  - Konzernbilanz ..... page 123
  - Entwicklung des Konzern-Eigenkapitals ..... page 124
  - Konzern-Kapitalflussrechnung ..... page 125
  - Konzernanhang ..... pages 126-187
  - Wiedergabe des Bestätigungsvermerks ..... pages 190-197

All of these pages shall be deemed to be incorporated by reference into, and to form part of, this Prospectus.

The non-incorporated parts of the above-mentioned sources, i.e. the pages not listed in the table above, are either not relevant for the investor or covered elsewhere in the Prospectus pursuant to Article 28.4 of the Commission Regulation (EC) 809/2004.

Copies of documents incorporated by reference in this Prospectus may be obtained (without charge) from the registered office of the Issuer and the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

**Issuer**

**Bilfinger SE**  
Oskar-Meixner-Straße 1  
68163 Mannheim  
Federal Republic of Germany

**Principal Paying Agent**

**Deutsche Bank Aktiengesellschaft**  
Taunusanlage 12  
60325 Frankfurt am Main  
Federal Republic of Germany

**Joint Lead Managers**

**Commerzbank Aktiengesellschaft**  
Kaiserstraße 16 (Kaiserplatz)  
60311 Frankfurt am Main  
Federal Republic of Germany

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
United Kingdom

**HSBC Bank plc**  
8 Canada Square  
London E14 5HQ  
United Kingdom

**Auditors to the Issuer**

**Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft**  
Stuttgart, office Mannheim  
Theodor-Heuss-Anlage 2  
68165 Mannheim  
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**Legal Advisers**

*To the Issuer*

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*To the Joint Lead Managers*

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